



Agenda
City Council Regular Meeting
Tuesday, April 18, 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. National Library Week Proclamation
 - Mayor Christensen
2. Swearing In of Richland Police Officer Cristian Da Silva
 - Brigit Clary, Chief of Police

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.

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.

Executive Session:

3. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (20 minutes)
 - Richland City Council

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:

4. Approval of the April 4, 2023 City Council Regular Meeting Minutes
 - Jennifer Rogers, City Clerk

Ordinances - First Reading:

See Ordinance No. 2023-07 on **Items of Business**

Ordinances - Second Reading & Passage:

5. Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds
 - Clint Whitney, Energy Services Director
6. Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

7. Resolution No. 2023-55, Authorizing an Interlocal Agreement with the Richland School District for the Chief Joseph Middle School Irrigation Well Project
 - Pete Rogalsky, Public Works Director
8. Resolution No. 2023-58, Authorizing a Domestic Water Latecomer Agreement with Michael Grimes for Allenwhite Drive
 - Pete Rogalsky, Public Works Director
9. Resolution No. 2023-59, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the 2023 Microsurfacing Project
 - Pete Rogalsky, Public Works Director
10. Resolution No. 2023-60, Authorizing Award of Bid to One Way Trigger, LLC for the 2023 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
11. Resolution No. 2023-61, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the Stevens Drive Pavement Preservation Rebid
 - Pete Rogalsky, Public Works Director
12. Resolution No. 2023-62, Authorizing a First Amendment to the Consultant Agreement with QCIC for Inspection Services for the 2022 Reservoir Coating Project
 - Pete Rogalsky, Public Works Director

Items - Approval:

13. Appointments to the Arts Commission: Lexie Forbes and Angel Peiffer
 - Jennifer Rogers, City Clerk
14. Appointment to the Planning Commission: Austin Miller
 - Jennifer Rogers, City Clerk

Expenditures - Approval:

15. Expenditures from March 1, 2023 to March 31, 2023 for \$31,304,613.93 including Travel Check Nos. 20271-20285, Accounts Payable Check Nos. 309374-310465, Accounts Payable Wire Nos. 9455-9498, Payroll Wires & ACH Nos. 13247-13312 Payroll Direct Deposit & Check Nos. 205112-206766 and Pension Check Nos. 6416-6440
 - Brandon Allen, Finance Director

Items of Business:

16. Ordinance No. 2023-07, Approving The Terraces at Queensgate South Planned Unit Development (Closed Record)
 - Kerwin Jensen, Development Services Director

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: 4/18/2023

Agenda Category: Presentations

Core Focus Area 5 - Maximize Community Amenities

Subject:

National Library Week Proclamation

Department/Office
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

None.

Summary:

National Library Week 2023, April 23-29, will be celebrated with the theme "There's More to the Story."

Libraries are full of stories in a variety of formats, from picture books to large print, audiobooks to ebooks, and more. But there's so much more to the story. Libraries of Things lend items like museum passes, games, musical instruments, and tools. Library programming brings communities together for entertainment, education, and connection through book clubs, storytimes, movie nights, crafting classes, and lectures. Library infrastructure advances communities, providing internet and technology access, literacy skills, and support for businesses, job seekers, and entrepreneurs.

Fiscal Impact:

None.

Attachments:

I. National Library Week Proclamation (April 2023)



Proclamation

WHEREAS, the Richland Public Library, as a knowledge nursery, provides the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and

WHEREAS, the Richland Public Library has served, since 1951, as a trusted institution for all residents of Richland regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

WHEREAS, the Richland Public Library strives to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, the Richland Public Library, as a public square, adapts to the ever-changing needs of Richland, continually expanding their collections, services, and partnerships; and

WHEREAS, the Richland Public Library, as a community advocate, plays a critical role in the economic vitality of Richland by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs; and

WHEREAS, the Richland Public Library, as a municipal library, is an accessible and inclusive City service that promotes a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

WHEREAS, the Richland Public Library is a cornerstone of democracy and intellectual freedom, promoting the free exchange of information and ideas for all; and

WHEREAS, the Richland Public Library and its staff are joining library supporters and advocates across the nation to celebrate National Library Week; and

NOW, THEREFORE, I, Terry Christensen, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim April 23-29, 2023 to be

“National Library Week”

in the City of Richland. During this week, I encourage all residents to visit our Richland Public Library to explore the wealth of resources available.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington, on this 18th day of April, 2023.


Terry Christensen, Mayor of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Minutes

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Approval of the April 4, 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 April 4, 2023.

Summary:

Draft minutes from the April 4, 2023 City Council regular meeting are presented for Council's consideration and approval.

No quorum was present for the April 7, 2023 City Council special workshop meeting, so the meeting was not formally convened and no minutes are available for approval. A notice to this effect has been published on the City's website.

Fiscal Impact:

None.

Attachments:

- I. Draft April 4, 2023 City Council Regular Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, April 4, 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, VanDyke (remote via Zoom) and Whitten were present. Councilmember Kent was absent.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO EXCUSE COUNCILMEMBER KENT. MOTION CARRIED 6-0.

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, Chief of Police Clary, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Energy Services Director Whitney, Finance Director Allen, Human Resources Director Paulsen, Parks & Public Facilities Director Hester, 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

COUNCILMEMBER JONES MOVED AND MAYOR PRO TEM RICHARDSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Presentations

1. Proclamation of Appreciation to Jeffrey Kissel

Mayor Christensen presented Jeffrey Kissel with a proclamation of appreciation for his eight (8) years of service on the Richland Arts Commission. Dr. Jeff Kissel thanked City Council for allowing him the opportunity to serve on the Richland Arts Commission for the past eight (8) years. Dr. Kissel then acknowledged his predecessor and successor for their leadership as Chair to the Arts Commission. Mayor Pro Tem Richardson and

Councilmember Lukson thanked Dr. Kissel for his years of service to the Arts Commission.

2. New Hires & Retirements

A video featuring new hires for the month of March was played for the audience.

The City acknowledged Leslie Nield's retirement after service forty (40) years of service with the City of Richland. Mr. Nield worked briefly as a temporary employee with the Parks & Public Facilities division before spending the next forty (40) years as a truck driver with the City's Solid Waste division.

Public Hearing

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

3. Declaring Surplus and Relinquishing a Temporary Access and Utility Easement at the Western Terminus of Cortona Way, Resolution No. 2023-56

Mayor Christensen opened and closed the public hearing at 6:10 p.m. No testimony was offered.

4. Declaring Surplus and Relinquishing a Utility Easement Lying Within 557 Stevens Drive, Resolution No. 2023-57

Mayor Christensen opened and closed the public hearing at 6:11 p.m. No testimony was offered.

Public Comments

The following individuals provided public comments:

- Sharon Grant - Richland, WA: Ms. Grant, board member of Friends of Badger Mountain (FOBM), requested the City include adequate parking within the Little Badger Mountain Trail Loop Master Plan to accommodate recreational users.
- Bri Forge - Richland, WA: Ms. Forge stated concerns relating to events hosted by businesses, including the Emerald of Siam, which supports the inclusion of children to events she perceives as not being age appropriate. Ms. Forge provided materials for Council to review.
- Tim Thornton - Richland, WA: Mr. Thornton, General Manager of Emerald of Siam, responded to previous comments relating to the upcoming event to be hosted by the restaurant.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. MOTION CARRIED 6-0.

Minutes

5. Approval of the following Richland City Council Meeting Minutes:
 - March 21, 2023 City Council Regular Meeting
 - March 24, 2023 City Council Retreat
 - March 28, 2023 City Council Workshop Meeting

Ordinances - First Reading

6. Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds
7. Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development

Ordinances - Second Reading & Passage

8. Ordinance No. 2023-04, Amending the 2023 Budget in the General Fund in support of the Richland Police Department Officer Resiliency Program
9. Ordinance No. 2023-05, Amending the 2023 Budget in the General Fund and Fire Station Construction Fund in support of Fire Station No. 76

Resolutions - Adoption

10. Resolution No. 2023-43, Authorizing a U.S. Department of Justice Grant Application for the Richland Police Department Resiliency Program
11. Resolution No. 2023-44, Authorizing Use of \$441,500 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-Related Projects in 2023
12. Resolution No. 2023-45, Authorizing a Second Amendment to the Consultant Agreement with Northwest Code Professionals for Plan Review Services
13. Resolution No. 2023-46, Ratifying a Three-Year Agreement with Insight Public Sector for Microsoft Volume Licensing

14. Resolution No. 2023-47, Adopting the Little Badger Mountain Trail Loop Master Plan
15. Resolution No. 2023-48, Rejecting All Bids for the Wayfinding Signage Phase 2 and 3 Project
16. Resolution No. 2023-49, Authorizing 2023 Park Partnership Program Grants
17. Resolution No. 2023-50, Authorizing Award of Bid to Industrial Construction of Washington LLC for the 2023 Americans with Disabilities Act (ADA) Ramps Project
18. Resolution No. 2023-51, Authorizing Award of Bid to Clearwater Construction and Management, LLC for the Wastewater Treatment Plant Return Activated Sludge (RAS) Pumps Project
19. Resolution No. 2023-52, Authorizing a Second Amendment to the Consultant Agreement with RH2 Engineering, Inc. for the Center Parkway Extension South Project
20. Resolution No. 2023-53, Authorizing a Collector Street Latecomer Agreement with Siena Hill Development, LLC for a portion of Bermuda Road
21. Resolution No. 2023-54, Authorizing a Sanitary Sewer Latecomer Agreement with Siena Hills Development, LLC for a Sewer Lift Station and Sewer Force Main

Items - Approval

22. Appointments to the Code Enforcement Board: Jenna Coddington and Ragan Faylor

Expenditures - Approval

None.

Items of Business

23. Resolution No. 2023-56, Declaring Surplus and Relinquishing a Temporary Access and Utility Easement at the Western Terminus of Cortona Way

Public Works Director Rogalsky provided a brief overview of the proposed temporary access and utility easement relinquishment mirroring the detail in the staff report.

MAYOR PRO TEM RICHARDSON MOVED AND COUNCILMEMBER LUKSON SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2023-56, DECLARING SURPLUS AND RELINQUISHING A TEMPORARY ACCESS AND UTILITY EASEMENT AT THE WESTERN TERMINUS OF CORTONA WAY. MOTION CARRIED 6-0.

24. Resolution No. 2023-57, Declaring Surplus and Relinquishing a Utility Easement lying within 557 Stevens Drive

Public Works Director Rogalsky provided a brief overview of the proposed utility easement relinquishment mirroring the detail in the staff report.

MAYOR CHRISTENSEN MOVED AND COUNCILMEMBER WHITTEN SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2023-57, DECLARING SURPLUS AND RELINQUISHING A UTILITY EASEMENT LYING WITHIN 557 STEVENS DRIVE. MOTION CARRIED 6-0.

Reports and Comments

City Manager

City Manager Amundson reminded Council of the upcoming government-to-government special workshop meeting with the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) scheduled for Friday, April 7, 2023 at Richland City Hall.

City Council

Councilmembers Jones, Lukson and VanDyke had no comments.

Councilmember Whitten thanked newly appointed Code Enforcement Board member Jenna Coddington for her willingness to serve, then thanked Ragan Faylor for his continued service on the Code Enforcement Board. Lastly, Councilmember Whitten expressed anticipation for the upcoming government-to-government meeting with CTUIR.

Mayor Pro Tem Richardson thanked Sharon Grant and Brie Forge for providing public comments. Next, Mayor Pro Tem Richardson shared that she has received numerous phone calls from concerned citizens who oppose the upcoming event at Emerald of Siam, and shared that, in response, she has suggested to the callers that they send a polite note to the establishment stating their opinion.

Lastly, Mayor Pro Tem Richardson shared that she recently attended a guided walking tour focused on Richland as a Secret City, and encouraged fellow councilmembers to consider experiencing the walking tour if they have not already done so.

Mayor

Mayor Christensen spoke favorably about incorporating the walking tour into the public school's education program to give students a better understanding of Richland's history.

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Adjournment

Mayor Christensen adjourned the meeting at 6:32 p.m.

APPROVED:

ATTEST:

Terry Christensen, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Ordinance No. 2023-06, Providing for the Sale of 2023 Electric Revenue Bonds

Department/Office
Energy Services

Ordinance/Resolution Number:
2023-06

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2023-06, providing for the sale of 2023 electric revenue bonds.

Summary:

Over the course of 2023, the Utility Advisory Committee (UAC) has discussed with Richland Energy Services staff the electric utility's financial policy and current financial position. These discussions encompassed the utility's budget, capital program and funding, including anticipated bond issuance as outlined in the approved 2023-2028 Capital Improvement Plan (CIP). The discussions resulted in the conclusion that revenue bonds should be issued in the second quarter of 2023.

Approximately \$8 million in bond proceeds are needed to support the capital plan for 2023 and 2024, in addition to rate financing and developer contributions. Bonds would be issued for a term not longer than 30 years to mirror the expected life of the electric infrastructure being financed while taking into account the market conditions and investor appetite for terms.

Ordinance No. 2023-06 enables Council to appoint the Finance Director as the City's designated representative to approve the final terms of the sale and issuance of the bonds within designated parameters approved by Council. This allows the pricing of the bonds to be timed to best meet market conditions.

Staff recommends approval of Ordinance No. 2023-06 for second reading and passage.

Fiscal Impact:

The annual principal and interest payments on the proposed bonds will be funded from operating revenues of the Electric Utility Fund.

Attachments:

I. Ordinance No. 2023-06

CITY OF RICHLAND

ORDINANCE NO. 2023-06

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$23,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund all or a portion of the City's outstanding Electric Revenue Improvement and Refunding Bonds, 2013B; (3) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

Passed: April 18, 2023

This document prepared by

*STRADLING YOCCA CARLSON & RAUTH, PC
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Exhibit A – Parameters for Bond Sale Terms

Exhibit B – Parity Bond Test

Exhibit C – Plan of Additions; Description of the Projects

Exhibit D – Form of Continuing Disclosure Agreement

ORDINANCE NO. 2023-06

AN ORDINANCE relating to the electric utility of the City; specifying, adopting and ordering the carrying out of a system or plan of additions and betterments to and extensions of the electric utility; providing for the issuance of one or more series of electric revenue bonds in the aggregate principal amount of not to exceed \$23,000,000 to provide funds: (1) to pay all or a portion of the cost of certain capital improvements included in the plan of additions; (2) to refund all or a portion of the City's outstanding Electric Revenue Improvement and Refunding Bonds, 2013B; (3) to make a deposit to satisfy the reserve requirement for the bonds, if necessary, and (4) to pay the costs of issuance and sale of such bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the Bond Sale Terms of the sale of the bonds; and providing for other related matters.

BE IT ORDAINED BY THE CITY OF RICHLAND as follows:

ARTICLE 1 DEFINITIONS

Section 1.01 Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

(a) “*2013B Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2013B, in the original aggregate principal amount of \$19,455,000, authorized to be issued by Ordinance No. 06-13.

(b) “*2015 Bonds*” means the Electric Utility Revenue Bonds, 2015, in the original aggregate principal amount of \$19,435,000, authorized to be issued by Ordinance No. 49-15.

(c) “*2018 Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2018, in the original aggregate principal amount of \$19,800,000, authorized to be issued by Ordinance No. 08-18.

(d) “*2019A Bonds*” means the Electric Revenue Improvement and Refunding Bonds, 2019A, in the original aggregate principal amount of \$12,525,000, authorized to be issued by Ordinance No. 54-19.

(e) “*2019T Bonds*” means the Electric Revenue Bonds, 2019T (Taxable-Green Bonds), in the original aggregate principal amount of \$3,145,000, authorized to be issued by Ordinance No. 54-19.

(f) “*2021 Bonds*” means the Electric Revenue Improvement Bonds, 2021, in the original aggregate principal amount of \$6,415,000, authorized to be issued by Ordinance No. 30-21.

(g) “*Acquired Obligations*” means those Government Obligations, as specified in the Refunding Trust Agreement, purchased to accomplish the refunding of the Refunded Bonds as authorized by this ordinance.

(h) “*Adjusted Net Revenue*” means Net Revenue, plus withdrawals from the Rate Stabilization Account and less deposits into the Rate Stabilization Account.

(i) “*Annual Debt Service*” means, for any one or more series of Parity Bonds, the total of principal and interest payable during a Fiscal Year (excluding the principal maturity of Term Bonds but including any mandatory redemption due in that year), less all capitalized interest payable that year from such bonds. Annual Debt Service for each Fiscal Year shall be reduced by subtracting the amount scheduled to be received by the City as a Tax Credit Subsidy Bond Payment in each such Fiscal Year in respect of any Parity Bonds issued as Tax Credit Subsidy Bonds.

(j) “*Authorized Denomination*” means, unless otherwise specified in the Bond Purchase Agreement or a related agreement, \$5,000 or any integral multiple thereof within a Series and maturity.

(k) “*Average Annual Debt Service*” means, in reference to any one or more series of Parity Bonds, the sum of the Annual Debt Service due in each year, divided by the number of years that such bonds are scheduled to remain Outstanding.

(l) “*Beneficial Owner*” means, with respect to any Parity Bond at any time Outstanding, the owner of any beneficial interest in that Parity Bond.

(m) “*Bond Counsel*” means the firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.

(n) “*Bond Fund*” means the Electric Revenue Refunding Bond Account, 1985, created by Ordinance No. 17-85 and maintained for the purpose of paying and securing the payment of the principal of and interest on the Parity Bonds.

(o) “*Bond Insurer*” means, with respect to any issue of Parity Bonds, a provider of bond insurance guaranteeing the payment of principal of and interest on such Parity Bonds.

(p) “*Bond Purchase Agreement*” means a written offer to purchase the Bonds, or a Series of Bonds, pursuant to certain Bond Sale Terms, which offer is accepted by the Designated Representative on behalf of the City in accordance with this ordinance. In the case of a competitive sale, the Purchaser’s bid for a Series, together with the official notice of sale and a Pricing Certificate confirming the Bond Sale Terms, shall comprise the Bond Purchase Agreement.

(q) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.

(r) “*Bond Registrar*” means the Fiscal Agent, or any alternate bond registrar selected by the City’s Finance Director to maintain the Bond Register and carry out the other duties of the Bond Registrar set forth in this ordinance.

(s) “*Bond Sale Terms*” means the terms and conditions for the sale of a Series of Bonds including, but not limited to the amount, date or dates, denominations, interest rate or

rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants, including minimum savings for refunding bonds. The parameters for certain Bond Sale Terms are set forth in Exhibit A.

(t) “*Bonds*” means the electric utility revenue bonds of the City issued pursuant to and for the purposes provided in this ordinance in one or more Series and with such additional series and other designation as the Designated Representative may deem appropriate.

(u) “*Book-Entry Form*” means a fully registered form in which physical bond certificates are registered only in the name of the Securities Depository (or its nominee), as Registered Owner, with the physical bond certificates held by and “immobilized” in the custody of the Securities Depository or its designee, where the system for recording and identifying the transfer of the ownership interests of the Beneficial Owners in those Bonds is neither maintained by nor the responsibility of the City or the Bond Registrar.

(v) “*City*” means the City of Richland, Washington, a municipal corporation duly organized and legally existing charter city of the first class under the laws of the State.

(w) “*City Contribution*” means legally available money of the City, in addition to proceeds of the Bonds, that is to be used to carry out the Refunding Plan, as determined by the Designated Representative.

(x) “*City Council*” means the legislative authority of the City, as duly and regularly constituted from time to time.

(y) “*Code*” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(z) “*Common Reserve Bonds*” means, collectively, those Parity Bonds that are designated by the City as common reserve bonds, the payment of which is secured by amounts on deposit in the Common Reserve Subaccounts, without distinction, priority or preference among the amounts drawn from any particular Common Reserve Subaccount. The Outstanding 2013B Bonds, 2015 Bonds, 2018 Bonds, 2019A Bonds, 2019T Bonds and 2021 Bonds are designated as Common Reserve Bonds. Unless otherwise designated in the Pricing Certificate approving the Bond Sale Terms for a Series of the Bonds authorized by this ordinance, the Bonds authorized by this ordinance are designated as Common Reserve Bonds.

(aa) “*Common Reserve Subaccount*” means a Reserve Subaccount that is established in connection with a series of Common Reserve Bonds. The Common Reserve Subaccounts, collectively, constitute a pooled reserve ratably securing all Common Reserve Bonds.

(bb) “*Continuing Disclosure Agreement*” means the written undertaking to provide continuing disclosure entered into pursuant to Section 8.02 of this ordinance, in substantially the form set forth in Exhibit D.

(cc) “*Contract Resource Obligation*” means an obligation of the City to make payments to another person or entity for electric energy supply, transmission or other commodity or service relating to the Electric Utility, which obligation is designated as a Contract Resource Obligation for purposes of Section 7.04 of this ordinance.

(dd) “*Coverage Requirement*” means that, in any Fiscal Year, Adjusted Net Revenue must at least equal 1.25 times the Annual Debt Service due in that Fiscal Year on all Parity Bonds then Outstanding.

(ee) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(ff) “Designated Representative” means the officer of the City appointed in Section 3.02 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(gg) “Electric Fund” means that special fund created by Ordinance No. 53-17 of the City (RMC § 3.24.240) for the deposit of all revenues collected by the City from sale of electric energy or for services rendered by the Electric Utility, and for the payment of the costs and expenses to purchase electric energy, for salaries, materials, supplies, equipment, and repairs relating to sale of electric energy.

(hh) “Electric Utility” means the municipal electric system of the City as the same may from time to time be added to, bettered, improved and extended.

(ii) “Finance Director” means the person who holds the office or has the official responsibilities of Finance Director of the City or successor office.

(jj) “First Parity Covenant Date” means the date in which all of the 2013B Bonds, 2015 Bonds are fully redeemed or defeased.

(kk) “Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(ll) “Fiscal Year” means a year beginning January 1 and ending December 31, or such twelve-month period as may be selected by the City as its fiscal year.

(mm) “Future Parity Bonds” means, for purposes of this ordinance, any and all revenue bonds of the City issued after the Issue Date of the Bonds, the payment of the principal of and interest on which constitutes a lien and charge upon the Net Revenue of the Electric Utility on a parity with the lien and charge of the Outstanding Parity Bonds and the Bonds.

(nn) “Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(oo) “Gross Revenue of the Electric Utility” or “Gross Revenue” means all of the earnings and revenues of any kind or nature received by the City from the operation and maintenance of the Electric Utility. Gross Revenue excludes: (1) revenues from assessments collected in any local improvement district or utility local improvement district; (2) amounts collected in respect of City-imposed utility taxes; (3) proceeds of grants from the federal, state or local governments; (4) gifts to the Electric Utility for capital purposes; (5) proceeds from the sale of City or Electric Utility property; (6) proceeds of City or Electric Utility obligations; (7) earnings or proceeds from any investments in any trust, defeasance or escrow fund created to defease or refund Electric Utility obligations until commingled with other earnings and revenues of the Electric Utility; and (8) Tax Credit Subsidy Payments.

(pp) “Issue Date” means, with respect to any Series of Bonds, the date of initial issuance and delivery of such Series to the Purchaser in exchange for the purchase price of such Series.

(qq) “Letter of Representations” means the Blanket Issuer Letter of Representations between the City and DTC, dated February 2, 1998, as it may be amended from time to time, and

any successor or substitute letter relating to the operational procedures of the Securities Depository.

(rr) “*MSRB*” means the Municipal Securities Rulemaking Board.

(ss) “*Maximum Annual Debt Service*” means, with respect to any one or more series of Parity Bonds, the maximum amount of Annual Debt Service which shall become due in any Fiscal Year.

(tt) “*Net Revenue of the Electric Utility*” or “*Net Revenue*” means Gross Revenue of the Electric Utility less Operation and Maintenance Expenses.

(uu) “*Official Statement*” means an offering document or other disclosure document required to be provided to purchasers and potential purchasers in connection with the initial offering of the Bonds in conformance with Rule 15c2-12 or other applicable regulation of the SEC.

(vv) “*Operation and Maintenance Expenses*” means all reasonable expenses incurred by the City in causing the Electric Utility to be operated and maintained in good repair, working order and condition and properly treated as maintenance and operation expenses under generally accepted accounting principles applicable to similar municipal utilities, including: payments due under Contract Resource Obligations (to the extent that the requirements in Section 7.04 are met); all payments made to another person or agency for acquisition of electric energy; any deposits, premiums, assessments or other payments for insurance, if any, on the Electric Utility; amounts paid in respect of Electric Utility employee pensions and post-employment benefits (if any); and overhead and administration expenses allocated to the Electric Utility. Operation and Maintenance Expenses excludes: non-cash accounting items (e.g., depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, environmental liabilities, and similar items); payments on contracts for the acquisition of electric energy or capability under which no energy has been furnished to the City (other than payments under Contract Resource Obligations); and any amounts paid in respect of City imposed utility taxes or payments in lieu of taxes.

(ww) “*Outstanding*” when used with reference to any bonds or other obligations means, as of any particular date, the aggregate of all such bonds or other obligations properly authenticated and delivered, except for: (1) those cancelled at or prior to such date or delivered to or held by the Fiscal Agent at or prior to such date for cancellation; (2) those legally defeased or deemed paid in accordance with this ordinance (or a comparable section of another ordinance authorizing the refunding or defeasance of other bonds or obligations); (3) those in lieu of or in exchange or substitution for which other bonds or obligations shall have been authenticated and delivered pursuant to their authorizing ordinances, unless such other bonds or obligations are held by a bona fide holder in due course; and (4) those which have matured or have been duly called for redemption and have not been presented for payment, and the City has sufficient money on hand to pay and redeem the same on such maturity or call dates.

(xx) “*Outstanding Parity Bonds*” means the 2013B Bonds, 2015 Bonds, the 2018 Bonds, the 2019A Bonds, the 2019T Bonds, the 2021 Bonds and any other Parity Bonds that are Outstanding as of the Issue Date.

(yy) “*Owner*” means, without distinction, the Registered Owner and the Beneficial Owner.

(zz) “*Parity Bond Test*” means: (a) with reference to the issuance of Future Parity Bonds, the conditions for issuing Future Parity Bonds set forth in Exhibit B to this Ordinance, which is incorporated herein by this reference; and (b) with reference to the designation of the Bonds as Parity Bonds, those conditions for the issuance of “future parity bonds” as defined and set forth in the ordinances authorizing the Outstanding Parity Bonds.

(aaa) “*Parity Bonds*” means the Outstanding Parity Bonds, the Bonds, and any Future Parity Bonds.

(bbb) “*Permitted Investments*” means any investment that is a legal investment for the money of the City at the time of such investment.

(ccc) “*Plan of Additions*” means the system or plan of additions and betterments to and extensions of the Electric Utility specified, adopted and ordered to be carried out by Section 2.02 of this ordinance.

(ddd) “*Pricing Certificate*” means a certificate executed by the Designated Representative as of the pricing date confirming the Bond Sale Terms for the sale of a Series of the Bonds to the Purchaser in a competitive sale, in accordance with the parameters set forth in this ordinance.

(eee) “*Principal and Interest Account*” means the subaccount of that name created in the Bond Fund by Ordinance No. 17-85 for the payment of the principal of and interest on the Parity Bonds.

(fff) “*Purchaser*” means the corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a direct placement, underwriter in a negotiated sale or awarded as the successful bidder in a competitive sale of a Series of the Bonds.

(ggg) “*RCW*” means the Revised Code of Washington.

(hhh) “*Rate Stabilization Account*” means the Electric Rate Stabilization Account authorized to be created and established pursuant to Ordinance No. 26-03.

(iii) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(jjj) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption.

(kkk) “*Redemption Date*” means the date for redemption set forth in the Refunding Trust Agreement, which date shall be the earliest date, following the required notice period, on which the Refunded Bonds may be called for optional redemption at a price of 100% of the stated principal amount to be redeemed.

(lll) “*Refunded Bond Ordinance*” means Ordinance No. 06-13 of the City.

(mmm) “*Refunded Bonds*” means all or a portion of the Refunding Candidates selected by the Designated Representative to be refunded pursuant to the authorization set forth in this ordinance.

(nnn) “*Refunding Candidates*” means any or all of the following presently outstanding \$14,165,000 aggregate principal amount of 2013B Bonds maturing on November 1 in the years and amounts as follows:

Maturity Year	Principal Amount	Interest Rate
2023	\$ 690,000	4.00%
2028*	3,945,000	5.00
2033*	5,030,000	5.00
2042*	4,500,000	4.00

*Term Bond maturity.

(ooo) “*Refunding Plan*” means (as further detailed in the Refunding Trust Agreement):

(1) On the Issue Date, the deposit with the Refunding Trustee of proceeds of the sale of the Bonds allocated to the Refunding Plan in an amount, together with the City Contribution (if any), sufficient to acquire the Acquired Obligations (if any) and establish a beginning cash balance;

(2) The periodic receipt by the Refunding Trustee of the maturing principal of and interest on the Acquired Obligations (if any);

(3) On the Redemption Date, the application of such amounts (together with any other cash held by it) to the call, payment and redemption of the Refunded Bonds at a price equal to the principal amount to be redeemed, plus accrued interest to that date; and

(4) The application of funds deposited with the Refunding Trustee for such purpose to the payment of all or a portion of the costs of issuing the Bonds and the costs of carrying out the foregoing elements of the Refunding Plan (if payment of such costs is specified in the Refunding Trust Agreement).

(ppp) “*Refunding Trust Agreement*” means a refunding trust agreement between the City and the Refunding Trustee, providing for the carrying out of the Refunding Plan.

(qqq) “*Refunding Trustee*” means the trustee, or any successor or alternate trustee, designated by the Designated Representative to serve as refunding trustee to carry out the Refunding Plan.

(rrr) “*Registered Owner*” means, with respect to a Bond or any Parity Bond at any time Outstanding, the person in whose name that Bond or Parity Bond is registered on the Bond Register. For so long as the Bonds are in Book-Entry Form, Registered Owner shall mean the Securities Depository.

(sss) “*Registration Ordinance*” means the Registration Ordinance for the City’s bonds and other obligations set forth in Ordinance No. 1-87 of the City.

(ttt) “*Reserve Account*” means the account of that name created in the Bond Fund by Ordinance No. 17-85 for the purpose of securing the payment of the principal of and interest on the Parity Bonds.

(uuu) “*Reserve Insurer*” means any provider of a Reserve Security acquired in connection with one or more Series of the Bonds or Future Parity Bonds.

(vvv) “*Reserve Requirement*” means:

(1) (A) With respect to the Common Reserve Bonds collectively, as of any date of calculation, the lesser of (i) Maximum Annual Debt Service on all Common Reserve Bonds then Outstanding, or (ii) 125% of Average Annual Debt Service on all Common Reserve Bonds then Outstanding, but at no time shall the Reserve Requirement exceed the Tax Maximum; and (B) with respect to a Series of the Bonds or any Future Parity Bonds that are designated as Common Reserve Bonds, the incremental additional amount necessary to fund the amount specified in clause (A), taking into account the amounts on deposit in the Common Reserve Subaccounts as of the Issue Date; and

(2) With respect to any Series of the Bonds or any Future Parity Bonds that are not Common Reserve Bonds, an amount (which may be equal to zero) established in the Bond Sale Terms approved pursuant to the ordinance authorizing the issuance of such Series, provided that the Reserve Requirement for such Series may not exceed the Tax Maximum.

(www) “*Reserve Security*” means a surety bond or policy of insurance, obtained in lieu of cash and policy limit or stated amount equal to part or all of the Reserve Requirement.

(xxx) “*Reserve Subaccount*” means a subaccount created within the Reserve Account to secure payment of debt service on a series of Parity Bonds. Each Reserve Subaccount shall include in its name a reference to the series of Parity Bonds with respect to which it was created.

(yyy) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(zzz) “*SEC*” means the United States Securities and Exchange Commission.

(aaaa) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City, or the nominee of any of the foregoing. Any Securities Depository must be qualified under applicable laws and regulations to provide the services proposed to be provided by it.

(bbbb) “*Series of Bonds*” or “*Series*” means a series of Bonds issued pursuant to this ordinance.

(cccc) “*State*” means the State of Washington.

(dddd) “*Subordinate Bonds*” means any electric revenue bonds or obligations payable from the Electric Fund having a charge and lien on the Net Revenue subordinate to the charge and lien on the Net Revenue of the Parity Bonds.

(eeee) “*Tax Credit Subsidy Bond*” means any bond that is designated by the City as a Tax Credit Subsidy Bond, pursuant to Section 54AA of the Code or any substantially similar taxable tax credit bond program, and which is further designated by the City as a “qualified

bond” with respect to which the City is eligible to receive a tax credit payable by the United States Treasury to the City under Section 6431 or a substantially similar provision of the Code.

(ffff) “*Tax Credit Subsidy Bond Payments*” means those amounts which the City is entitled to receive from the United States Treasury in respect of any bonds issued as Tax Credit Subsidy Bonds.

(gggg) “*Tax-Exempt Bond*” means any Parity Bond, the interest on which is intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(hhhh) “*Tax Maximum*” means the maximum dollar amount permitted by the Code to be allocated to a debt service reserve account from bond proceeds of tax-exempt Bonds or Tax Credit Subsidy Bonds without requiring a balance to be invested at a restricted yield.

(iiii) “*Taxable Bond*” means any Parity Bond, the interest on which is not intended, as of the Issue Date, to be excludable from gross income for federal income tax purposes.

(jjjj) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Agreement, and those Parity Bonds designated as such in the ordinances or bond purchase agreements authorizing their issuance or sale and which are subject to mandatory redemption prior to maturity or for which either mandatory sinking fund payments or mandatory prior redemption requirements are provided.

(kkkk) “*Undertaking*” means a Continuing Disclosure Agreement.

ARTICLE 2

FINDINGS AND DETERMINATIONS; PLAN OF ADDITIONS

Section 2.01 Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Electric Utility; Previously Issued Parity Bonds*. The City now owns and operates the Electric Utility. Pursuant to Ordinance No. 17-85, the City issued and sold its Electric Revenue Refunding Bonds, 1985 (the “1985 Bonds”) all of which have been paid and retired. In Ordinance No. 17-85, the City reserved the right to issue additional electric revenue bonds having a lien and charge on the Net Revenue of the Electric Utility on a parity with the lien and charge upon such Net Revenue of the 1985 Bonds for the payment of principal thereof and interest thereon, if that certain Parity Bond Test (established in Ordinance No. 17-85 and as subsequently set forth in ordinances authorizing the issuance of additional Parity Bonds) is satisfied.

(b) *Plan of Additions*. The City is in need of funds with which to finance the Plan of Additions, the estimated aggregate cost of which is more than \$8,000,000, and the City does not have available sufficient funds to pay the costs. The life of the improvements comprising the Plan of Additions is declared to be at least 25 years.

(c) *Sufficiency of Gross Revenue*. The City Council finds and determines that, if the conditions set forth in this ordinance for the issuance of the Bonds are satisfied, the Gross Revenue of the Electric Utility will be sufficient, in the judgment of the City Council, to meet all Operation and Maintenance Expenses; to make all necessary repairs, replacements and renewals; and to permit the setting aside from Gross Revenue into the Bond Fund of such amounts as may

be required to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as the same become due. The City Council declares that in fixing the amounts to be paid into the Bond Fund it has exercised due regard for the cost of maintenance and operation of the Electric Utility and the debt service requirements of the Outstanding Parity Bonds, and that it has not obligated the City to set aside and pay into the Bond Fund a greater amount of the Gross Revenue of the Electric Utility than in its judgment will be available for such purpose.

(d) *Refunding.* Chapter 39.53 RCW and other laws of the State authorize the City to adopt and carry out a Refunding Plan. Pursuant to Ordinance No. 06-13, the City previously issued the 2013B Bonds for the purpose of (i) carrying out a plan of additions and betterments to and extensions of the Electric Utility and (ii) refunding a portion of the City's Electric Revenue Refunding Bonds, 2003 and Electric Revenue Bonds, 2003. In Ordinance No. 06-13, the City reserved the right to redeem the 2013B Bonds maturing on or after November 1, 2023 prior to their stated maturity at any time on or after May 1, 2023. In order to realize a debt service savings to the City and its ratepayers, the City Council wishes to refund all or a portion of the Refunding Candidates. The Refunding Candidates that are to be refunded shall be selected by the Designated Representative such that a savings equal to or exceeding the savings requirements set forth in Exhibit A will be effected by the difference between the principal and interest cost over the life of the portion of the Bonds allocated to such refunding and the principal and interest cost over the life of the Refunded Bonds to be refunded by such allocated portion of the Bonds.

(e) *Satisfaction of Parity Bond Test.* As a condition of the issuance of the Bonds authorized herein, the City Council directs the Designated Representative to determine that all conditions set forth in the Parity Bond Test (as those conditions are set forth in the ordinances authorizing the Outstanding Parity Bonds) have been met and satisfied before the Bonds may be issued and delivered to the Purchaser.

(f) *Issuance of Bonds.* Based on the foregoing, the City Council finds that it is in the best interest of the City to issue and sell the Bonds in one or more Series to the respective Purchasers of each Series in a competitive or negotiated sale, pursuant to the terms set forth in the Bond Purchase Contract as approved by the City's Designated Representative consistent with this ordinance.

Section 2.02 Adoption of Plan of Additions. The City specifies, adopts and orders the carrying out of the projects described in Exhibit C as a system or plan of additions and betterments to and extensions of the Electric Utility. The Plan of Additions shall be carried out in accordance with the plans and specifications therefor prepared by the City's engineers and consulting engineers. The City Council may modify the details of the Plan of Additions where in its judgment it appears advisable, if such modifications do not substantially alter the purpose of such system or plan. The cost of the Plan of Additions, including the cost of issuance and sale of the Bonds, shall be paid from the proceeds of the Bonds and from other money available to the Electric Utility.

ARTICLE 3 AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Purpose and Authorization of Bonds. For the purpose of providing funds with which: (a) to pay a portion of the cost of the Plan of Additions; (b) to carry out the

Refunding Plan; (c) to satisfy the Reserve Requirement (if necessary); and (d) to pay the costs of issuance of the Bonds, including the administrative costs of the refunding, the City shall issue and sell its electric revenue bonds in one or more Series on a tax-exempt or taxable basis in an aggregate principal amount not to exceed \$23,000,000.

Section 3.02 Designated Representative; Description of the Bonds. The Finance Director is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Bond Sale Terms for the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the parameters set forth in Exhibit A, which is attached to this ordinance and incorporated by this reference.

Section 3.03 Parity Certificate. At the time of issuance of the Bonds, the Designated Representative shall cause to be executed and have on file a certificate of coverage as required under the Parity Bond Test.

Section 3.04 Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Richland, Washington, Electric Revenue Improvement and Refunding Bonds, [Name of Series].” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 3.05 Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds; Bond Registrar.* The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on the Bond Register. The Fiscal Agent is appointed to act as Bond Registrar for each Series of the Bonds, unless otherwise determined by the Designated Representative.

(b) *Transfer and Exchange of Bonds.* The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Register shall contain the name and mailing address

of the Registered Owner of each Bond and the principal amount and number of each of the Bonds held by each Registered Owner.

The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance and the Registration Ordinance.

The Bond Registrar shall be responsible for its representations contained in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same interest rate, Series and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(c) *Securities Depository; Book-Entry Form.* Unless otherwise determined by the Designated Representative, the Bonds initially shall be issued and registered in Book-Entry Form. The Bonds so registered shall be held fully immobilized in Book-Entry Form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of a Bond initially held in Book-Entry Form, or any portion thereof, may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City or such substitute Securities Depository's successor; or (iii) to any person if the Bond is no longer held in Book-Entry Form. Upon the resignation of the Securities Depository from its functions as depository, or upon a determination by the Finance Director to discontinue utilizing the then-current Securities Depository, the Finance Director may appoint a substitute Securities Depository. If the Securities Depository resigns from its functions as depository and no substitute Securities Depository can be obtained, or if the Finance Director determines not to utilize a Securities Depository, then the Bonds shall no longer be held in Book-Entry Form and ownership may be transferred only as provided herein. Nothing herein shall prevent the Bond Sale Terms from providing that a Series of the Bonds shall be issued in certificated form without utilizing a Securities Depository, and that the Bonds of such Series shall be registered as of their Issue Date in the names of the Owners thereof, in which case ownership may be transferred only as provided herein. Neither the City nor the Bond Registrar shall have any responsibility or obligation to participants of the Securities Depository or the persons for whom they act as nominees with respect to the Bonds regarding the accuracy of any records maintained by the Securities Depository or its participants of any amount in respect of principal of or interest on the Bonds, or any notice which is permitted or required to be given to Registered Owners hereunder (except such notice as is required to be given by the Bond Registrar to the Securities Depository).

(d) *Lost or Stolen Bonds.* In case any Bond shall be lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new bond or bonds of like amount, date, tenor, and effect to the Registered Owner(s) thereof upon the Registered Owner(s)' paying the expenses and charges of the City in connection therewith and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such bond or bonds were actually lost, stolen or destroyed and of Registered Ownership thereof, and upon furnishing the City with indemnity satisfactory to both.

ARTICLE 4. PAYMENT OF BONDS; REDEMPTION PROVISIONS

Section 4.01 Payment of Bonds; Failure to Pay. *Payment of Bonds.* Principal of and interest on each Bond shall be payable in lawful money of the United States of America on the dates and in the amounts provided in the Bond Purchase Agreement. Principal of and interest on each Bond shall be payable solely out of the Bond Fund. The Bonds shall not be general obligations of the City. No Bonds of any Series shall be subject to acceleration under any circumstances.

(b) *Bonds Held In Book-Entry Form.* Principal of and interest on each Bond held in Book-Entry Form is payable in the manner set forth in the Letter of Representations.

(c) *Bonds Not Held In Book-Entry Form.* Interest on each Bond not held in Book-Entry Form is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not held in Book-Entry Form is payable upon presentation and surrender (unless waived by the City) of the Bond by the Registered Owner to the Bond Registrar.

(d) *Failure To Pay Bonds.* If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay, solely from the sources pledged herein, interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 4.02 Redemption and Purchase of Bonds.

(a) *Optional Redemption.* Any of the Bonds may be subject to redemption prior to their stated maturity dates at the option of the City at the times and on the terms set forth in the Bond Purchase Agreement.

(b) *Mandatory Redemption.* Any of the Bonds may be designated as Term Bonds, subject to mandatory redemption on the dates and in the amounts as set forth in the Bond Purchase Agreement. If not redeemed or purchased at the City's option prior to maturity, Term Bonds (if any) must be redeemed, at a price equal to one hundred percent of the principal amount to be redeemed, plus accrued interest, on the dates and in the years and amounts set forth in the Bond Purchase Agreement. If the City optionally redeems or purchases a Term Bond prior to

maturity, the principal amount of that Term Bond that is so redeemed or purchased (irrespective of its redemption or purchase price) shall be credited against the remaining mandatory redemption requirements for that Term Bond in the manner as directed by the Finance Director. In the absence of direction by the Finance Director, credit shall be allocated to the remaining mandatory redemption requirements for that Term Bond on a *pro rata* basis.

(c) *Extraordinary Redemption.* Any of the Bonds may be subject to extraordinary optional or extraordinary mandatory redemption prior to maturity upon the occurrence of an extraordinary event at the prices, in the principal amounts, and on the dates, all as set forth in the Bond Purchase Agreement.

(d) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds available for purchase at any time at any price acceptable to the City plus accrued interest to the date of purchase.

(e) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds of any Series are to be redeemed at the option of the City, the Finance Director shall select the Series and maturity or maturities to be redeemed. If less than all of the principal amount of a maturity of the selected Series is to be redeemed, if such Series is held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected for redemption by the Securities Depository in accordance with the Letter of Representations, and if the Series is not then held in Book-Entry Form, the portion of such maturity to be redeemed shall be selected by the Bond Registrar using such method of random selection as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any applicable Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, seniority, maturity, and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

Section 4.01 Notice of Redemption; Rescission of Notice.

(a) *Notice of Redemption.* Unless otherwise set forth in the Bond Purchase Agreement, the City must cause notice of any intended redemption of Bonds to be given not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner of any Bond to be redeemed at the address appearing on the Bond Register on the Record Date, and the requirements of this sentence shall be deemed to have been fulfilled when notice has been mailed as so provided, whether or not it is actually received by the Owner of any Bond. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Continuing Disclosure Agreement), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond. Notwithstanding the foregoing, notice of redemption of any Bond held in Book-Entry Form shall be given in accordance with the Letter of Representations.

(b) *Rescission of Optional Redemption Notice.* In the case of an optional redemption or an extraordinary redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the

affected Registered Owners at any time on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of redemption has been rescinded shall remain outstanding.

(c) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

ARTICLE 5 SECURITY FOR THE BONDS

Section 5.01 Security for the Bonds. The Bonds shall be designated as Parity Bonds and shall be a special limited obligation of the City payable from and secured solely by the Net Revenue of the Electric Utility and by money in the Principal and Interest Account of the Bond Fund. Each Series of the Bonds that is designated as Common Reserve Bonds is further secured by money in the Common Reserve Subaccounts. The Net Revenue is pledged to make the payments into the Bond Fund and the Reserve Account, if any, required by Section 5.02, which pledge shall constitute a lien and charge upon such Net Revenue prior and superior to all other charges whatsoever. Each Series of the Bonds designated as Parity Bonds shall be issued on parity with the Outstanding Parity Bonds and all Future Parity Bonds, without regard to date of issuance or authorization and without preference or priority of right or lien. The Bonds shall not constitute general obligations of the City, the State or any political subdivision of the State or a charge upon any general fund or upon any money or other property of the City, the State or any political subdivision of the State not specifically pledged by this ordinance.

Section 5.02 Priority Expenditure of Gross Revenue; Flow of Funds. The City covenants and agrees with the owner of each Bond that it will deposit all Gross Revenue of the Electric Utility into the Electric Fund as collected, and will use, pay out and distribute the Gross Revenue of the Electric Utility in the following order of priority:

- (a) To pay Operation and Maintenance Expenses;
- (b) To meet the debt service requirements with respect to, first, the interest due on and, then, the principal of the Parity Bonds by making the required payments into the Principal and Interest Account;
- (c) To make the required payments, if any, into the Common Reserve Subaccount (including amounts required to repay any draws upon a Reserve Security) and into any other account or subaccount in the Bond Fund; and
- (d) For any of the following purposes, without priority: to meet the debt service requirements with respect to any Subordinate Bonds; to redeem and retire any then Outstanding electric revenue bonds or to purchase any or all of those bonds and obligations in the open market as provided in the ordinance authorizing their issuance; to make necessary betterments and replacements of or repairs, additions or extensions to the Electric Utility; to make deposits into the Rate Stabilization Account; or for any other lawful Electric Utility purpose.

Section 5.03 The Bond Fund.

(a) *Bond Fund Established.* The Bond Fund was created by the City pursuant to Ordinance No. 17-85 for the purpose of paying and securing the payment of principal of and interest on the Parity Bonds as the same becomes due and payable. The Bond Fund is divided into two subaccounts, the Principal and Interest Account and the Reserve Account. The Finance Director may create sinking fund subaccounts or other accounts or subaccounts in the Bond Fund for paying or securing the payment of Parity Bonds, as long as the maintenance of such subaccounts does not conflict with the rights of the owners of any Parity Bonds then Outstanding.

(b) *Principal and Interest Account.* The Parity Bonds, including the Bonds, are payable (including principal, mandatory redemption requirements, redemption premium, if any, and interest) out of the Principal and Interest Account.

(c) *The Reserve Account.* The Reserve Account has been previously created for the purpose of securing the payment of the principal of and interest on all Parity Bonds. Except for withdrawals authorized in this section, the money held in those subaccounts within the Reserve Account that is necessary to satisfy the respective Reserve Requirements for each series of Parity Bonds shall otherwise be held intact. Any deficiency created by reason of such a withdrawal shall be made up from the Net Revenue first available after making necessary provision for the required payments into the Principal and Interest Account. However, to the extent required under the applicable Reserve Security policy, the Reserve Insurer with respect to a Reserve Security that has been drawn upon shall be reimbursed first, before available cash is used to restore the remaining balance of the respective Reserve Requirements. Amounts on deposit in the Reserve Account (or any subaccount therein) that are determined to be in excess of the Reserve Requirement shall be deposited in the Principal and Interest Account or into a Rebate Account, to the extent required under the Code. The City reserves the right to substitute one or more Reserve Securities for money previously deposited in the Common Reserve Subaccount and to withdraw such excess as described in the preceding sentence.

(d) *Reserve Subaccounts.* The Reserve Requirement for the Bonds are provided for in subsection (e), below.

In the ordinance authorizing the issuance of any series of Future Parity Bonds, the City shall: (1) determine whether such series is to be designated as a series of Common Reserve Bonds or is to be secured by a standalone Reserve Subaccount or no reserve subaccount, ***provided that, until the First Parity Covenant Date, each such Reserve Subaccount shall be designated as a Common Reserve Subaccount and, thereafter, such Reserve Subaccount may either: (i) remain a Common Reserve Subaccount; or (ii) become a standalone reserve for which the applicable Reserve Requirement may then be recalculated, reduced or eliminated, as set forth in the relevant authorizing ordinance;*** (2) establish the Reserve Requirement (if any) for that series of Future Parity Bonds, and (3) covenant to maintain such subaccounts within the Reserve Account as may be necessary to satisfy that future Reserve Requirement.

The Common Reserve Subaccounts shall ratably secure the Common Reserve Bonds. If the money in the Principal and Interest Account is insufficient to meet required payments of either interest on or principal of any Common Reserve Bonds, such deficiency shall be made up by the withdrawal of money (or proceeds of Reserve Securities, if available) from the Common Reserve Subaccounts. Any withdrawals from the Common Reserve Subaccounts shall be made

on a *pro rata* basis, except when the terms of a Reserve Security require all cash and investments in the Common Reserve Subaccount to be withdrawn before any draw or claim is made on the Reserve Security, or unless the City receives an opinion of Bond Counsel to the effect that such *pro rata* withdrawal is not required to maintain the federal tax benefits (if any) of any then-Outstanding Common Reserve Bonds issued as tax-exempt Bonds or Tax Credit Subsidy Bonds. If multiple Reserve Securities are on deposit in the Common Reserve Subaccounts, draws on such Reserve Securities shall be made on a *pro rata* basis.

(e) *The 2023 Reserve Requirement.* On the Issue Date of each Series of the Bonds, the Finance Director shall cause to be deposited into the Reserve Account (or a Reserve Subaccount created therein for this purpose) an amount which will equal the Reserve Requirement for that Series of the Bonds (if any), which may be funded by any combination of the following methods: (1) in cash deposited on the Issue Date; (2) in cash deposited in approximately equal monthly installments which shall be accumulated by no later than five years from the Issue Date; or (3) by the deposit of one or more Reserve Securities, the face amount of which, together with any cash amount deposited therein, is equal to the Reserve Requirement for the Bonds, if any. The Designated Representative shall determine the Reserve Requirement for each Series of Bonds as of its Issue Date, which shall be set forth in the applicable Bond Purchase Agreement or Pricing Certificate and, as to any Series issued as Tax-Exempt Bonds or Tax Credit Subsidy Bonds, shall be an amount equal to no greater than the Tax Maximum. For so long as the Series remains designated as Common Reserve Bonds the Reserve Requirement shall not be set at a level that would cause the Common Reserve Requirement to exceed the Tax Maximum.

Section 5.04 Required Payments Into the Bond Fund; Investment of Money in the Bond Fund.

(a) *Required Payments Into the Bond Fund.* The City covenants to set aside and pay into the Bond Fund out of the Net Revenue, a fixed amount without regard to any fixed proportion, as follows:

(1) Into the Principal and Interest Account, on or before each debt service payment date, an amount sufficient (together with other money then on deposit, including investment earnings retained therein) to pay the principal and interest to become due on the Parity Bonds (including required amounts for mandatory redemption of Term Bonds) on that debt service payment date.

(2) Into the Reserve Account, such amounts as may be required (if any) to be deposited to the subaccounts therein to satisfy the Reserve Requirements for the Common Reserve Bonds, as set forth in Section 5.03.

When the total amount on deposit in the Bond Fund shall equal the total amount of principal and interest for all Parity Bonds then Outstanding to the last maturity thereof, no further payment need be made into the Bond Fund and the amounts in the Reserve Account shall be deposited in the Principal and Interest Account to be applied against the last Parity Bonds Outstanding.

(b) *Failure to Make Payments Into the Bond Fund.* If the City fails to set aside and pay into the Bond Fund the amounts set forth above, or fails to pay the principal of and interest on the Bonds when due, in accordance with this ordinance, the owner of any of the Outstanding

Parity Bonds may bring action against the City to compel the setting aside and payment of the amounts required.

(c) *Investment of Money in Bond Fund.* Money in the Bond Fund shall, to the fullest extent practicable and reasonable, be invested and reinvested at the direction of the Finance Director solely in, and obligations deposited in such accounts shall consist of, Permitted Investments. Earnings on money and investments in the Principal and Interest Account shall be deposited in and used for the purposes of that fund. Earnings on money and investments in the Reserve Account (and the subaccounts therein) shall be retained in such account or subaccount and credited against amounts required to be deposited therein until the applicable Reserve Requirement is met, and thereafter such earnings shall be deposited in the Principal and Interest Account. In no event shall any money in the Bond Fund or any other money reasonably expected to be used to pay principal of and/or interest on the Bonds be invested at a yield or used in any manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code and applicable regulations thereunder. Any earnings that are subject to a federal tax or rebate requirement may be withdrawn from the Bond Fund for deposit in a Rebate Account as described in Section 7.02.

ARTICLE 6

USE OF BOND PROCEEDS; REFUNDING PLAN

Section 6.01 Disposition and Use of Bond Proceeds.

(a) *Project Fund Deposit.* On the Issue Date, the proceeds of the Bonds that are allocated to the financing of the Plan of Additions shall be deposited in the appropriate accounts of the Electric Utility Fund designated by the Finance Director to pay costs of carrying out the Plan of Additions. If required and as determined by the Designated Representative, proceeds of a Series of the Bonds may be deposited in the Reserve Account (or a Reserve Subaccount for that Series) and/or used to purchase a Reserve Security to satisfy the Reserve Requirement for that Series of the Bonds.

(b) *Refunding Proceeds.* On the Issue Date, the proceeds of the Bonds allocated to the Refunding Plan shall be deposited with the Refunding Trustee in accordance with Section 6.02.

(c) *Costs of Issuance.* Bond proceeds to be used to pay costs of issuance may be deposited with the Refunding Trustee or may be held in such accounts within the City as the Finance Director may determine pending their use to pay costs of issuance.

Section 6.02 Refunding of Refunded Bonds.

(a) *Appointment of Refunding Trustee.* The Designated Representative is authorized and directed to appoint a financial institution to serve as Refunding Trustee and to perform the duties of Refunding Trustee under this ordinance.

(b) *Use of Bond Proceeds for Refunding Plan; Acquisition of Acquired Obligations.* On the Issue Date, proceeds of the sale of the Bonds, together with the City Contribution, if any, shall be deposited with the Refunding Trustee and used to discharge the obligations of the City relating to the Refunded Bonds by carrying out the Refunding Plan in accordance with the Refunding Trust Agreement. To the extent practicable, such obligations shall be discharged fully by the Refunding Trustee's simultaneous purchase of the Acquired Obligations, bearing such

interest and maturing as to principal and interest in such amounts and at such times so as to provide, together with a beginning cash balance, if necessary, for the payment of the amount required to be paid by the Refunding Plan. The Acquired Obligations shall be listed and more particularly described in a schedule attached to the Refunding Trust Agreement, but are subject to substitution as set forth below. Any Bond proceeds or other money deposited with the Refunding Trustee and not needed to carry out the Refunding Plan shall be returned to the City for deposit in the Principal and Interest Account to pay interest on the relevant Series of the Bonds on the next upcoming interest payment date.

(c) *Substitution of Acquired Obligations.* The City reserves the right at any time to substitute cash or other direct, noncallable obligations of the United States of America (“Substitute Obligations”) for any of the Acquired Obligations if the City obtains: (1) an opinion of Bond Counsel to the effect that the interest on the Bonds and the Refunded Bonds will remain excluded from gross income for federal income tax purposes under Sections 103, 148 and 149(d) of the Code; and (2) a verification by a nationally recognized independent certified public accounting firm that such substitution will not impair the timely payment of the amounts required to be paid by the Refunding Plan. Any surplus money resulting from the sale, transfer, other disposition or redemption of the Acquired Obligations and the substitutions therefor shall be released from the trust estate and transferred to the City to be used for any lawful purpose.

(d) *Refunding Trust Agreement; Administration of Refunding Plan.* The Designated Representative is authorized and directed to execute a Refunding Trust Agreement setting forth the duties, obligations and responsibilities of the Refunding Trustee in connection with carrying out the Refunding Plan. The Refunding Trust Agreement shall, among other things, authorize and direct the Refunding Trustee to purchase the Acquired Obligations (or Substitute Obligations) and to make the payments required to be made by the Refunding Plan. All Acquired Obligations (or Substitute Obligations) and the money deposited with the Refunding Trustee and any income therefrom shall be held irrevocably, invested and applied in accordance with the provisions of the Refunded Bond Ordinance, this ordinance, chapter 39.53 RCW and other applicable State law. All administrative costs (including without limitation all necessary and proper fees, compensation, and expenses of the Refunding Trustee for the Bonds and all other costs incidental to the setting up of the escrow to accomplish the Refunding Plan) and costs of issuance of the Bonds may be paid out of the amounts deposited with the Refunding Trustee, in accordance with the Refunding Trust Agreement.

(e) *Call for Redemption of the Refunded Bonds.* The Designated Representative is authorized to call the Refunded Bonds for redemption on the Redemption Date at par, plus accrued interest. Such call for redemption shall identify the Refunded Bonds, the maturity dates, the Redemption Date and redemption price (expressed as a percentage of par, plus accrued interest), and shall be irrevocable after the Bonds are delivered to the Purchaser. The Designated Representative is authorized and directed to give or cause to be given such notices as required, at the times and in the manner required, pursuant to the Refunded Bond Ordinance, and to take all other actions necessary to effect the redemption of the Refunded Bonds on their applicable Redemption Dates.

Section 6.03 Parameters for Approving the Refunding; Minimum Savings. Prior to approving the Bond Sale Terms for the Bonds allocable to the Refunding Plan, the Designated

Representative must determine that conditions set forth in item (i)(3) of the parameters set forth in Exhibit A have been (or as of the Issue Date will have been) met or satisfied.

ARTICLE 7 BOND COVENANTS; FUTURE PARITY BONDS

Section 7.01 Bond Covenants. The City covenants and agrees with the Owner of each Bond at any time Outstanding, as follows:

(a) It will establish, maintain and collect rates and charges sufficient to meet the Coverage Requirement.

(b) It will at all times maintain and keep the Electric Utility in good repair, working order and condition, and also will at all times operate that utility, and the business in connection therewith, in an efficient manner and at a reasonable cost.

(c) It will not sell, lease, mortgage, or in any manner encumber or dispose of all, or substantially all, of the property of the Electric Utility unless provision is made for the payment into the Bond Fund of sums sufficient to pay the principal of and interest on the Parity Bonds then Outstanding. Furthermore, it will not sell, lease, mortgage, or in any manner encumber or dispose of, in any year, more than 5% of the property of the Electric Utility that is used, useful and material to the operation thereof, unless provision is made for replacement thereof, or for payment into the Bond Fund of the total amount of the proceeds of such sales, leases, mortgages, encumbrances or dispositions. Any such money so paid into the Bond Fund shall be used to retire the Parity Bonds then Outstanding at the earliest possible date. In addition, it will not contract with another entity operating an electric utility to surrender any substantial territory which the Electric Utility serves or plans to serve with electricity without replacing the Gross Revenue received, or expected to be received, from that territory with revenue from another source or other equivalent compensation.

(d) It will, while any of the Bonds remain Outstanding, keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the Electric Utility, and it will furnish, at the written request of the owners of \$1,000,000 in Outstanding principal amount of the Bonds, complete operating and income statements of the Electric Utility in reasonable detail covering any calendar year not more than 90 days after the close of such calendar year. Upon request of any owner or owners of any of the Bonds, it will also furnish to such owner or owners a copy of the most recently completed audit of the City's accounts by the State Auditor of Washington, or such other audit as is authorized by law in lieu thereof.

(e) Except to aid the poor and infirm consistent with the state constitution, it will not furnish municipal electric service to any customer (including the City) whatsoever free of charge and will promptly take legal action to enforce collection of all delinquent accounts.

(f) It will carry the type of insurance on its Electric Utility property in the amounts normally carried by private electric utility companies engaged in the operation of electric utility systems, or in the alternative, it may self-insure or, through an association of other municipalities, insure such property in similar amounts. The cost of such insurance or self-insurance shall be considered part of Operation and Maintenance Expenses of the Electric Utility.

(g) It will pay, out of Gross Revenue, all Operation and Maintenance Expenses and the debt service requirements of the Parity Bonds, and will otherwise meet the obligations of the City as herein set forth.

(h) It will not permit or enter into any obligation which is to have a prior or equal claim or lien on the Net Revenue of the Electric Utility except as permitted in Section 7.05 of this ordinance and in compliance with the Parity Bond Test.

Section 7.02 Rebate Account. The Finance Director is authorized to establish and maintain a special fund or account for the purpose of complying with the covenants set forth in Section 8.01(a) relating to arbitrage rebate requirements. All earnings from the investment of Tax-Exempt Bond proceeds, or money treated as Tax-Exempt Bond proceeds under the Code, including money in the Common Reserve Subaccount and allocated to a Tax-Exempt Series of Bonds, in excess of the earnings invested at the yield on such Bonds determined under the Code, shall be deposited in such fund or account, and any earnings therefrom shall be retained therein until required by the Code to be paid to the United States government or until it shall be determined that such money is not required to be so paid. Such fund or account shall be a trust fund established for the benefit of the United States government.

Section 7.03 Rate Stabilization Account. The Finance Director may, at any time consistent with the flow of funds set forth in Section 5.02 of this ordinance, deposit Net Revenue (and any other available money of the City, excluding principal proceeds of any Future Parity Bonds or other borrowing) into the Rate Stabilization Account. The City may, upon authorization by ordinance, at any time withdraw money from the Rate Stabilization Account for inclusion in the Adjusted Net Revenue for the current Fiscal Year, except that the total amount withdrawn from the Rate Stabilization Account in any Fiscal Year may not exceed an amount equal to the total debt service of the Electric Utility in that year. Such deposits or withdrawals may be made up to and including the date 90 days after the end of the Fiscal Year for which the deposit or withdrawal will be included as Adjusted Net Revenue. Earnings from investments in the Rate Stabilization Account shall be retained in that account and shall not be included as Net Revenue unless and until withdrawn from that account as provided herein. The City may deposit earnings from investments in the Rate Stabilization Account into any Electric Utility fund or account as authorized by ordinance, and such deposits shall be included as Adjusted Net Revenue in the year of deposit. No deposit of Net Revenue shall be made into the Rate Stabilization Account to the extent that such deposit would prevent the City from meeting the Coverage Requirement in the relevant Fiscal Year.

Section 7.04 Contract Resource Obligations. The City may at any time enter into one or more Contract Resource Obligations for the acquisition, from facilities to be constructed, of electric energy supply, transmission or other commodity or service relating to the Electric Utility. The City may determine that, and may agree under a Contract Resource Obligation to provide that, all payments under that Contract Resource Obligation (including payments prior to the time that electric energy supply or transmission or other commodity or service is being provided, or during a suspension or after termination of supply or service) shall be Operation and Maintenance Expenses if the payments required to be made under the Contract Resource Obligation are not subject to acceleration and the following additional requirements are met at

the time such a Contract Resource Obligation is entered into or is deemed to be a Contract Resource Obligation hereunder:

(a) No event of default has occurred and is continuing under the terms of any debt obligation of the City in respect of the Electric Utility; and

(b) There shall be on file a certificate of an independent licensed professional engineer or engineering firm stating that in his, her or its professional opinion:

(1) the payments to be made by the City in connection with the Contract Resource Obligation are reasonable for the supply or transmission rendered;

(2) the source of any new supply, and any facilities to be constructed to provide the supply or transmission, are sound from an electric energy or other commodity supply or transmission planning standpoint, are technically and economically feasible in accordance with prudent utility practice, and are likely to provide supply or transmission no later than a date set forth in the independent licensed professional engineer's certification; and

(3) the Net Revenue of the Electric Utility will be sufficient to meet the Coverage Requirement for each of the five Fiscal Years following the year in which the Contract Resource Obligation is incurred, where the calculation of Net Revenue: (i) takes into account the adjustments to Gross Revenue permitted under the Parity Bond Test; and (ii) adjusts the Operation of Maintenance Expenses by the independent licensed professional engineer's estimate of the payments to be made in accordance with the Contract Resource Obligation.

Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service relating to the Electric Utility from existing facilities and from treating those payments as Operation and Maintenance Expenses. Nothing in this section shall prevent the City from entering into other agreements for the acquisition of electric energy supply, transmission or other commodity or service from facilities to be constructed and from agreeing to make payments with respect thereto, such payments constituting a lien and charge on the Net Revenue of the Electric Utility subordinate to that of the Parity Bonds.

Section 7.05 Future Parity Bonds; Subordinate Bonds. The City covenants with the owner of each of the Bonds for as long as any of the same are Outstanding that it will not create any special fund or funds for the payment of the principal of and interest on any additional electric revenue bonds or incur any other obligation that will have any priority over the payments that are required by this ordinance to be made into the Bond Fund out of the Net Revenue. With respect to Future Parity Bonds, the City covenants that it will issue Future Parity Bonds only if the Parity Bond Test is met and complied with at the time of issuance of such Future Parity Bonds. If the Parity Bond Test is met and complied with at the time of the issuance of such Future Parity Bonds, then payments into the Bond Fund with respect to such Future Parity Bonds shall rank equally with the payments out of the Net Revenue required to be made into the Bond Fund by the ordinances authorizing the issuance of Outstanding Parity Bonds and this ordinance. Nothing in this ordinance shall prevent the City from issuing Subordinate Bonds.

ARTICLE 8
FEDERAL TAX AND DISCLOSURE MATTERS.

Section 8.01 Federal Tax Matters. For each Series of the Bonds, the City's Designated Representative shall determine whether such Series is to be issued as Tax-Exempt Bonds, Tax Credit Subsidy Bonds or Taxable Bonds, and may approve such additional terms and covenants relating to federal tax matters as the Designated Representative deems necessary or appropriate, including the following:

(a) *Tax-Exempt Bonds.* For each Series of the Bonds issued as Tax-Exempt Bonds, the City covenants that it will take all actions that are reasonably within its power and necessary to prevent interest on that Series from being included in gross income for federal income tax purposes. The City further covenants that it will neither take any action nor make or permit any use of gross proceeds of that Series (or other funds of the City treated as gross proceeds of that Series) at any time during the term of such Series that will cause interest on such Series to be included in gross income for federal income tax purposes. The City also covenants that, to the extent the arbitrage rebate requirement of Section 148 of the Code is applicable to any Series issued as Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with that requirement in connection with that Series (including the calculation and payment of any penalties that the City may elect to pay as an alternative to calculating rebatable arbitrage and the payment of any other penalties if required under Section 148 of the Code) to prevent interest on such Series from being included in gross income for federal income tax purposes.

(b) *Taxable Bonds; Tax Credit Subsidy Bonds.* For each Series of the Bonds issued as Taxable bonds or as Tax Credit Subsidy Bonds, if any, the Designated Representative is authorized to make provision in the Bonds and related documents, to execute additional written agreements, and to make additional covenants on behalf of the City, all as he or she may deem necessary or appropriate in order to obtain, maintain, and administer such tax status. In the case of Tax Credit Subsidy Bonds, such additional covenants and agreement may include (without limiting the generality of the foregoing) those necessary in order for the City: (i) to receive from the United States Treasury the applicable Tax Credit Subsidy Payments in respect of such Tax Credit Subsidy Bonds; and (ii) to ensure that such Series otherwise become and remain eligible for tax benefits under the Code.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and update the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

Section 8.02 Official Statement; Continuing Disclosure.

(a) *Preliminary Official Statement.* The Designated Representative and other appropriate City officials are directed to cause the preparation of and review the form of a preliminary Official Statement in connection with each sale of one or more Series to the public. For the sole purpose of an underwriter's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by

Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been deemed final in accordance with this subsection.

(b) *Final Official Statement.* The City approves the preparation of a final Official Statement for the Bonds to be sold to the public in the form of the preliminary Official Statement that has been deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser, if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of the Bonds.

(c) *Agreement to Provide Continuing Disclosure.* If necessary to meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to the Purchaser acting as a participating underwriter for the Bonds, the Designated Representative is authorized to execute a written undertaking to provide continuing disclosure for the benefit of holders of the Bonds (the “Continuing Disclosure Agreement”) in substantially the form attached as Exhibit D.

ARTICLE 9 AMENDMENTS; DEFAULTS AND REMEDIES

Section 9.01 Amendatory Ordinances. This ordinance shall not be modified or amended in any respect subsequent to the initial issuance of the Bonds, except as provided in and in accordance with and subject to the provisions of this section. Ordinances authorizing the issuance of Future Parity Bonds shall not be deemed to be supplemental or amendatory ordinances described in this section.

(a) *Amendments Not Requiring Consent.* The City may from time to time and at any time, without the consent of or notice to the Registered Owners of the Parity Bonds at the time Outstanding, pass amendatory ordinances as set forth below. Before the City shall pass any such amendatory ordinance pursuant to this subsection (b), there shall have been delivered to the City an opinion of Bond Counsel, stating that such amendatory ordinance is authorized or permitted by this ordinance and will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of interest on any Parity Bonds issued as tax-exempt bonds.

(1) to cure any formal defect, omission, inconsistency or ambiguity in this ordinance in a manner not adverse to the Owner of any Parity Bond;

(2) to impose upon the Bond Registrar (with its consent) for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(3) to add to the covenants and agreements of, and limitations and restrictions upon, the City in this ordinance other covenants, agreements, limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this ordinance as theretofore in effect;

(4) to confirm, as further assurance, any pledge under, and to subject to any claim, lien or pledge created or to be created by, this ordinance any other money, securities or funds;

(5) to authorize different denominations of the Bonds and to make correlative amendments and modifications to this ordinance regarding exchangeability of Outstanding Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature; and

(6) to modify, alter, amend or supplement this ordinance in any other respect which is not materially adverse to the Owners of the Parity Bonds at the time Outstanding, and which does not involve a change described in subsection (c) of this section.

(b) *Amendments Requiring Supermajority Consent.* In addition to an amendatory ordinance passed pursuant to subsection (b) above, the Registered Owners of not less than 60% in aggregate principal amount of Parity Bonds then Outstanding shall have the right from time to time to consent to and approve the passage by the City of any amendatory ordinance deemed necessary or desirable by the City Council for the purpose of amending or supplementing, in any particular, any of the terms or provisions contained in this ordinance, as follows:

(1) Prior to passage of the proposed amendatory ordinance, the City shall cause notice of the proposed amendatory ordinance to be given by first class United States mail to all Registered Owners of the Parity Bonds then Outstanding, to any Bond Insurer providing a bond insurance policy then in effect with respect to an issue of Parity Bonds, to the extent required under such policy, and each Rating Agency. Such notice shall briefly set forth the nature of the proposed amendatory ordinance and shall state that a copy thereof is on file at the office of the City Clerk for inspection by all Registered Owners of the Outstanding Bonds.

(2) Within two years after the date of the mailing of such notice, the City may pass such amendatory ordinance in substantially the form described in such notice, but only if there shall have first been delivered to the Bond Registrar (i) the required consents, in writing, of the Registered Owners of the Bonds, and (ii) an opinion of Bond Counsel stating that such amendatory ordinance is authorized or permitted by this ordinance and, upon the execution and delivery thereof, will be valid and binding upon the City in accordance with its terms and will not adversely affect the exemption from federal income taxation of the interest on the Bonds.

(3) If Registered Owners of not less than 60% of Parity Bonds then Outstanding have consented to the passage of the amendatory ordinance as herein provided, no owner of the Bonds shall have any right to object to the passage of such amendatory ordinance, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City from passing the same or from taking any action pursuant thereto.

(c) *Amendments Requiring Unanimous Consent.* Nothing contained in this section shall permit, or be construed as permitting, except upon consent of all of the Registered Owners of the Parity Bonds then Outstanding: (i) a change in the times, amounts or currency of payment of the principal of or interest on any Parity Bond then Outstanding, or a reduction in the principal amount or redemption price of any Parity Bond then Outstanding, or a change in the method of redemption or redemption price of any Parity Bond then Outstanding, or a change in the method of determining the rate of interest thereon; (ii) a preference or priority of any bond or bonds over any other bond or bonds; or (iii) a reduction in the aggregate principal amount of Parity Bonds.

(d) *Effect of Amendment.* Upon the passage of any amendatory ordinance pursuant to the provisions of this section, this ordinance shall be, and be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all Registered Owners of Bonds then Outstanding shall thereafter be determined, exercised and enforced under this ordinance subject in all respects to such amendments.

Section 9.02 Defaults and Remedies. *The following Section 9.02 shall go into effect as of the First Parity Covenant Date:*

(a) *Events of Default. The following shall constitute “Events of Default” with respect to the Bonds:*

(1) *If a default is made in the payment of the principal of or interest on any of the Bonds when the same shall become due and payable; or*

(2) *If the City defaults in the observance and performance of any other of the covenants, conditions and agreements on the part of the City set forth in this ordinance or any covenants, conditions or agreements on the part of the City contained in any Parity Bond authorizing ordinance and such default or defaults have continued for a period of six months after they have received from the Bondowners’ Trustee (as defined below) or from the registered owners of not less than 25% in principal amount of the Parity Bonds, a written notice specifying and demanding the cure of such default. However, if the default in the observance and performance of any other of the covenants, conditions and agreements is one which cannot be completely remedied within the six months after written notice has been given, it shall not be an Event of Default with respect to the Bonds as long as the City has taken active steps within 90 days after written notice has been given to remedy the default and is diligently pursuing such remedy.*

(3) *If the City files a petition in bankruptcy or is placed in receivership under any state or federal bankruptcy or insolvency law.*

(b) *Bondowners’ Trustee. So long as such Event of Default has not been remedied, a bondowners’ trustee (the “Bondowners’ Trustee”) may be appointed by the registered owners of 25% in principal amount of the Parity Bonds then outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Parity Bonds or by their attorneys-in-fact duly authorized and delivered to such Bondowners’ Trustee, notification thereof being given to the City. That appointment shall become effective immediately upon acceptance thereof by the Bondowners’ Trustee. Any Bondowners’ Trustee appointed under the provisions of this section shall be a bank or trust company organized under the laws of*

the State of Washington or the State of New York or a national banking association. The bank or trust company acting as Bondowners' Trustee may be removed at any time, and a successor Bondowners' Trustee may be appointed, by the registered owners of a majority in principal amount of the Parity Bonds, by an instrument or concurrent instruments in writing signed and acknowledged by such registered owners of the Bonds or by their attorneys-in-fact duly authorized. The Bondowners' Trustee may require such security and indemnity as may be reasonable against the costs, expenses and liabilities that may be incurred in the performance of its duties. If any Event of Default is, in the sole judgment of the Bondowners' Trustee, cured and the Bondowners' Trustee furnishes to the City a certificate so stating, that Event of Default shall be conclusively deemed to be cured and the City, the Bondowners' Trustee and the registered owners of the Parity Bonds shall be restored to the same rights and position which they would have held if no Event of Default had occurred. The Bondowners' Trustee appointed in the manner herein provided, and each successor thereto, is declared to be a trustee for the registered owners of all the Parity Bonds and is empowered to exercise all the rights and powers herein conferred on the Bondowners' Trustee.

(c) Suits at Law or in Equity. Upon the happening of an Event of Default and during the continuance thereof, the Bondowners' Trustee may (and, upon the written request of the registered owners of not less than 25% in principal amount of the Parity Bonds outstanding, must) take such steps and institute such suits, actions or other proceedings, all as it may deem appropriate for the protection and enforcement of the rights of the registered owners of the Parity Bonds, to collect any amounts due and owing to or from the City, or to obtain other appropriate relief, and may enforce the specific performance of any covenant, agreement or condition contained in this ordinance or in any of the Parity Bonds. Any action, suit or other proceedings instituted by the Bondowners' Trustee hereunder shall be brought in its name as trustee for the owners of the Parity Bonds and all such rights of action upon or under any of the Parity Bonds or the provisions of this ordinance may be enforced by the Bondowners' Trustee without the possession of any of those Parity Bonds and without the production of the same at any trial or proceedings relative thereto except where otherwise required by law. Any such suit, action or proceeding instituted by the Bondowners' Trustee shall be brought for the ratable benefit of all of the owners of those Parity Bonds, subject to the provisions of this ordinance. The respective owners of the Parity Bonds, by taking and holding the same, shall be conclusively deemed irrevocably to appoint the Bondowners' Trustee the true and lawful trustee of the respective owners of those Parity Bonds, with authority to institute any such action, suit or proceeding; to receive as trustee and deposit in trust any sums becoming distributable on account of those Parity Bonds; to execute any paper or documents for the receipt of money; and to do all acts with respect thereto that the registered owner himself or herself might have done in person. Nothing herein shall be deemed to authorize or empower the Bondowners' Trustee to consent to accept or adopt, on behalf of any registered owner of the Parity Bonds, any plan of reorganization or adjustment affecting the Parity Bonds or any right of any registered owner thereof, or to authorize or empower the Bondowners' Trustee to vote the claims of the registered owners thereof in any receivership, insolvency, liquidation, bankruptcy, reorganization or other proceeding to which the City is a party.

(d) No Acceleration. Nothing contained in this section shall, in any event or under any circumstance, be deemed to authorize the acceleration of maturity of principal on the Parity Bonds, and the remedy of acceleration is expressly denied to the owners of the Parity Bonds

under any circumstances including, without limitation, upon the occurrence and continuance of an Event of Default.

(e) *Application of Money Collected by Bondowners' Trustee. Any money collected by the Bondowners' Trustee at any time pursuant to this section shall be applied in the following order of priority:*

(1) *First, to the payment of the charges, expenses, advances and compensation of the Bondowners' Trustee and the charges, expenses, counsel fees, disbursements and compensation of its agents and attorneys.*

(2) *Second, to the payment to the persons entitled thereto of all installments of interest then due on the Parity Bonds in the order of maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference.*

(3) *Third, to the payment to the persons entitled thereto of the unpaid principal amounts of any Parity Bonds which shall have become due (other than Parity Bonds previously called for redemption for the payment of which money is held pursuant to the provisions hereto), whether at maturity or by proceedings for redemption or otherwise, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal amounts due on the same date, then to the payment thereof ratably, according to the principal amounts due thereon to the persons entitled thereto, without any discrimination or preference.*

(f) *Duties and Obligations of Bondowners' Trustee. The Bondowners' Trustee shall not be liable except for the performance of such duties as are specifically set forth herein. During an Event of Default, the Bondowners' Trustee shall exercise such of the rights and powers vested in it hereby, and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Bondowners' Trustee shall have no liability for any act or omission to act hereunder except for the Bondowners' Trustee's own negligent action, its own negligent failure to act or its own willful misconduct. The duties and obligations of the Bondowners' Trustee shall be determined solely by the express provisions of this ordinance, and no implied powers, duties or obligations of the Bondowners' Trustee shall be read into this ordinance. The Bondowners' Trustee shall not be required to expend or risk its own funds or otherwise incur individual liability in the performance of any of its duties or in the exercise of any of its rights or powers as the Bondowners' Trustee, except as may result from its own negligent action, its own negligent failure to act or its own willful misconduct. The Bondowners' Trustee shall not be bound to recognize any person as a registered owner of any Bond until his or her title thereto, if disputed, has been established to its reasonable satisfaction. The Bondowners' Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Bondowners' Trustee shall not be answerable for any neglect or default of any person, firm or corporation employed and selected by it with reasonable care.*

(g) Suits by Individual Bondowners Restricted. *Neither the registered owner nor the beneficial owner of any one or more of Parity Bonds shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of same unless:*

- (1) an Event of Default has happened and is continuing; and*
- (2) a Bondowners' Trustee has been appointed; and*
- (3) such owner previously shall have given to the Bondowners' Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted; and*
- (4) the registered owners of 25% in principal amount of the then outstanding Parity Bonds have made, after the occurrence of such Event of Default, written request of the Bondowners' Trustee and have afforded the Bondowners' Trustee a reasonable opportunity to institute such suit, action or proceeding; and*
- (5) there have been offered to the Bondowners' Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and*
- (6) the Bondowners' Trustee has refused or neglected to comply with such request within a reasonable time.*

No registered owner or beneficial owner of any Parity Bond shall have any right in any manner whatever by his or her action to affect or impair the obligation of the City to pay from the Net Revenue the principal of and interest on such Parity Bonds to the respective owners thereof when due.

ARTICLE 10 MISCELLANEOUS

Section 10.01 Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include: (a) paying when due the principal of and interest on any or all of the Bonds (the "defeased Bonds"); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the "trust account") money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and (except as hereinafter provided) in the Net Revenue of the Electric Utility, funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds from the trust account and, if funds in the trust account are not available for such payment, shall have the residual right to receive payment of the principal of and interest on the defeased Bonds from the Net Revenue of the Electric Utility without any priority of lien or charge against that revenue or covenants with respect thereto except to be paid therefrom. After the establishing and full funding of such a trust account, the City may then apply any money in any other fund or account established for the

payment or redemption of the defeased Bonds to any lawful purposes as it shall determine, subject only to the rights of the owners of any other Parity Bonds then Outstanding.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

If the refunding or defeasance plan provides that the defeased Bonds or the refunding bonds to be issued be secured by money and/or Government Obligations pending the prior redemption of the defeased Bonds and if such refunding plan also provides that certain money and/or Government Obligations are pledged irrevocably for the prior redemption of the defeased Bonds included in that refunding plan, then only the debt service on the Bonds which are not defeased Bonds and the refunding bonds, the payment of which is not so secured by the refunding plan, shall be included in the computation of the Coverage Requirement for the issuance of Future Parity Bonds and the annual computation of coverage for determining compliance with the rate covenants.

Section 10.02 Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of Bonds by negotiated sale, direct placement or competitive sale, based on the assessment of the Designated Representative of market conditions, in consultation with appropriate City officials, staff, municipal advisors, Bond Counsel and other advisors. In determining the method of sale and accepting the Bond Sale Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Direct Placement.* If the Designated Representative determines that a Series of Bonds is to be sold by negotiated sale or direct placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Agreement shall set forth the Bond Sale Terms. The Designated Representative is authorized to execute and deliver the Bond Purchase Agreement on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Procedure for Competitive Sale.* If the Designated Representative determines that a Series of Bonds are to be sold by competitive sale, the Designated Representative shall cause the preparation of an official notice of bond sale setting forth bid parameters that the Designated Representative deems appropriate consistent with this ordinance. Bids for the purchase of the Bonds shall be received at such time or place and by such means as the Designated Representative directs. On the date and time established for the receipt of bids, the Designated Representative (or the designee of the Designated Representative) shall accept bids and shall cause the bids to be mathematically verified. The Designated Representative is authorized to award, on behalf of the City, the winning bid and to accept the winning bidder's offer to purchase the Bonds with such adjustments to the aggregate principal amount and principal amount per maturity as the Designated Representative deems appropriate consistent with the terms of this ordinance. The Designated Representative may reject any or all bids submitted and may waive any formality or irregularity in any bid or in the bidding process if the Designated Representative

deems it to be in the City's best interest to do so. If all bids are rejected, the Bonds may be sold pursuant to negotiated sale or in any manner provided by law as the Designated Representative determines is in the best interest of the City, within the parameters set forth in this ordinance.

(d) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Agreement, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 10.03 General Authorization and Ratification. The Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of Bonds to the Purchaser and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 10.04 Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 10.05 Effective Date of Ordinance. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 4, 2023

Second Reading: April 18, 2023

Date Published: April 23, 2023

Exhibit A - PARAMETERS FOR BOND SALE TERMS

- (a) Principal Amount. The maximum aggregate principal amount of Bonds of all Series authorized by this ordinance shall not exceed \$23,000,000.
- (b) Date or Dates. Each Bond shall be dated its Issue Date, as determined by the Designated Representative, which date may not be later than one year after the effective date of this ordinance.
- (c) Denominations, Name, etc. The Bonds shall be issued in Authorized Denominations and shall be numbered separately in the manner and shall bear any name and additional designation as deemed necessary or appropriate by the Designated Representative.
- (d) Interest Rate(s). Each Bond shall bear interest from its Issue Date or from the most recent date to which interest has been paid or duly provided, whichever is later, unless otherwise provided in the Bond Purchase Agreement and the Bonds. Each Series of the Bonds shall bear interest at one or more fixed interest rates. The true interest cost for any fixed rate Series may not exceed a rate of 5.50% per annum.
- (e) Payment Dates. Interest shall be payable on dates acceptable to the Designated Representative, which shall include payment at the maturity of each Bond, on any mandatory redemption date for Term Bonds, and on any other redemption date. Principal payments shall commence on a date acceptable to the Designated Representative and shall be payable at maturity and in mandatory redemption installments for Term Bonds on dates acceptable to the Designated Representative.
- (f) Maturities; Final Maturity. The final maturity of the Bonds allocated to the Plan of Additions shall mature no later than the next annual principal payment date occurring 31 years after their Issue Date. The final maturity of the Bonds allocated to the Refunding Plan may not be later than twelve months after the date of final maturity of the Refunded Bonds.
- (g) Redemption Prior to Maturity. The Designated Representative may approve in the Bond Purchase Agreement provisions for the optional and mandatory redemption of Bonds, subject to the following:
- (1) Optional Redemption. The Designated Representative may designate any Bond as subject to optional redemption prior to its maturity. Any Bond that is subject to optional redemption prior to maturity must be callable on at least one or more date(s) occurring not more than 10½ years after the Issue Date, consistent with Section 4.02(a).
 - (2) Mandatory Redemption. The Designated Representative may designate any Bond as a Term Bond, subject to mandatory redemption prior to its maturity on the dates and in principal payment amounts set forth in mandatory redemption payments, consistent with Section 4.02(b).

- (3) Extraordinary Redemption. The Designated Representative may designate any Bond as subject to extraordinary optional redemption or extraordinary mandatory redemption upon the occurrence of an extraordinary event, as such event or events may be set forth in the Bond Purchase Agreement and related documents, consistent with Section 4.02(c).
- (h) Price. The purchase price for any Series of Bonds may not be less than 98% or more than 135% of the stated principal amount of that Series.
- (i) Other Terms and Conditions.
- (1) Expected Life of Capital Facilities. As of the Issue Date of each Series, the Designated Representative must find to his or her satisfaction that the average expected life of the capital facilities to be financed with the proceeds (or allocable share of proceeds) of that Series must exceed the weighted average maturity of such Series (or share thereof allocated to financing those capital facilities).
- (2) Satisfaction of Parity Bond Test. The Designated Representative must determine that the Parity Bond Test has been met or satisfied by the Issue Date.
- (3) Refunding Conditions. The Designated Representative shall select the Refunded Bonds from among the Refunding Candidates. The Designated Representative must find that:
- (a) The net present value savings that will be effected (as measured by the difference between the principal and interest cost over the life of the Bonds allocable to the Refunding Plan and the principal and interest cost over the life of the Refunded Bonds, but for such refunding) shall be not less than 0.0%. In making such determination, the Designated Representative shall give consideration to the fixed maturities of the Bonds and the Refunded Bonds, the costs of issuance of the Bonds and the known earned income from the investment of the proceeds of the Bonds pending redemption of the Refunded Bonds.
- (b) The Refunding Plan will provide sufficient funds to discharge and satisfy the obligations of the City with respect to the Refunded Bonds under the Refunded Bond Ordinance. In making such determination, the Designated Representative may rely upon a certification or verification by a nationally recognized independent certified public accounting firm or a certification provided by the City's municipal advisor.
- (4) Additional Credit Enhancement, Terms, Conditions and Agreements. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement or for the purchase of a Reserve Security; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

Exhibit B – PARITY BOND TEST

The following conditions must be satisfied at the time of issuance of any Future Parity Bonds:

(a) There may be no deficiency in the Principal and Interest Account, in any subaccount within the Reserve Account (or the subaccounts therein), or in any other account required to be funded within the Bond Fund.

(b) The ordinance authorizing any Future Parity Bonds must determine whether such Future Parity Bonds will be designated as Common Reserve Bonds, set the Reserve Requirement (which may be zero) for such Future Parity Bonds, and provide for the satisfaction of that Reserve Requirement.

(c) The City must have on file with the City Clerk either:

(1) a certificate of the Finance Director of the City, supported by the Electric Utility financial statements, demonstrating that the Adjusted Net Revenue of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued; or

(2) a certificate from an independent licensed professional engineer or engineering firm showing that in his, her or its professional opinion the Adjusted Net Revenue of the Electric Utility, which will be available in each succeeding year for the payment of principal of and interest on all Parity Bonds then Outstanding and the Future Parity Bonds, will be sufficient to satisfy the Coverage Requirement with respect to the Parity Bonds then Outstanding, plus the Future Parity Bonds proposed to be issued. Computation of estimated future Adjusted Net Revenue of the Electric Utility shall be based upon income and expense statements of the Electric Utility for any twelve consecutive months out of the 24 months preceding the dated date of the proposed bonds, plus additional adjustments, which may reflect:

(i) any current changes in Net Revenue of the Electric Utility for the base period which would have occurred if the schedule of rates and charges in effect at the time of the computation (or approved by the City Council as of the time of such computation and to become effective within 30 days thereof) had been in effect during the portion of the period in which such schedule was not in effect;

(ii) a full twelve months of revenue from any customers of the Electric Utility added prior to the computation date;

(iii) the loss of customers since that period;

(iv) any changes in Net Revenue of the Electric Utility estimated to be received as a result of, and upon completion of, any facilities under construction or to be acquired, constructed or installed as a part of the Electric Utility which are not reflected fully in the base period statement; and

(v) Annualized net revenue from the improvements to be financed from the proceeds of the proposed Future Parity Bonds.

(d) If the Future Parity Bonds proposed to be issued are for the sole purpose of refunding any Parity Bonds then Outstanding, the certificate referred to in paragraph (c), above, shall not be required, so long as the Maximum Annual Debt Service for the proposed Future Parity Bonds is less than the Maximum Annual Debt Service for the Parity Bonds to be refunded, and the final maturity of the proposed Future Parity Bonds is not extended beyond the final maturity of the Parity Bonds to be refunded.

Prior: Ordinance No. 06-13, Section 8.01
Ordinance No. 46-15, Exhibit B
Ordinance No. 08-18, Exhibit B
Ordinance No. 54-19, Exhibit B
Ordinance No. 30-21, Exhibit B

Exhibit C - DESCRIPTION OF PLAN OF ADDITIONS

The Plan of Additions consists of those planned additions and betterments to and extensions of the Electric Utility consist of those Electric Utility projects set forth in the City's 2023-2028 Capital Improvement Plan approved as part of the 2023 budget by Ordinance No. 2022-39, passed on November 15, 2022, as such plan may be amended from time to time.

A summary of the capital expenditures expected to be financed, in whole or in part, with proceeds of the Bonds is as follows:

- 2023 City View Bank 2 Substation Addition
- 2023 Renewal and Replacement Infrastructure Projects
- 2024 Stevens Bank 1 Substation Replacement
- 2024 Thayer Bank 1 Substation Replacement
- 2024 Renewal and Replacement Infrastructure Projects

Exhibit D
[Form of]
CONTINUING DISCLOSURE AGREEMENT

City of Richland, Washington
Electric Revenue Improvement and Refunding Bonds, 2023

For the sole purpose of assisting the Purchaser in meeting the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City of Richland, Washington (the “City”), makes the following written undertaking for the benefit of holders of the Owners of the City’s Electric Revenue Improvement and Refunding Bonds, 2023 (the “Bonds”).

Capitalized terms used but not defined below shall have the meanings given in Ordinance No. _____ of the City (the “Bond Ordinance”).

(a) Undertaking to Provide Annual Financial Information and Notice of Listed Events. The City undertakes to provide or cause to be provided, either directly or through a designated agent, to the Municipal Securities Rulemaking Board (the “MSRB”), in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

- (i) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“Annual Financial Information”). If audited financial statements are unavailable, the timely filing of unaudited financial statements shall satisfy the requirements and filing deadlines set forth in subsection (b), and the City agrees to file audited financial statements if and when they are otherwise prepared and available to the City.
- (ii) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation (as such term is defined below) of the City, any of which reflect financial difficulties; and (16) incurrence of a Financial Obligation of the City or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the City, any of which affect security holders.

“Financial Obligation” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12 and the issuer thereof has entered into a continuing disclosure undertaking for such municipal securities.

- (iii) Timely notice of a failure by the City to provide required annual financial information on or before the dates specified in paragraph (b) below.

(b) Type of Annual Financial Information Undertaken to be Provided.

- (i) The annual financial information that the City undertakes to provide in paragraph (a) shall consist of: (1) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, however, that if and when audited financial statements are prepared and available they will be provided; (2) a statement of the total amount of outstanding Parity Bonds, (3) debt service coverage ratios, and (4) general customer statistics for the Electric Utility. *[Subject to revision to conform to the information to be provided in the Official Statement.]*

- (ii) The Annual Financial Information shall be provided not later than the last day of the ninth month after the end of each Fiscal Year of the City (currently, a fiscal year ending December 31), as such Fiscal Year may be changed as required or permitted by State law, commencing with the City’s Fiscal Year ending December 31, 2023.

- (iii) The Annual Financial Information may be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Continuing Disclosure Agreement. This Continuing Disclosure Agreement is subject to amendment after the primary offering of the Bonds without the consent of any Owner or holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, rating agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12, including: (i) the amendment may only be made in

connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted; (ii) the undertaking, as amended, would have complied with the requirements of the rule at the time of the primary offering, after taking into account any amendments or interpretations of the rule, as well as any change in circumstances; and (iii) the amendment does not materially impair the interests of holders, as determined either by parties unaffiliated with the City (e.g., bond counsel or other counsel familiar with federal securities laws), or by approving vote of bondholders pursuant to the terms of the Bond Ordinance at the time of the amendment.

The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to this Continuing Disclosure Agreement and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Continuing Disclosure Agreement shall inure to the benefit of the City and the Beneficial Owner of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Continuing Disclosure Agreement. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. In addition, the City's obligations under this Continuing Disclosure Agreement shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Continuing Disclosure Agreement become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of nationally recognized bond counsel familiar with federal securities laws delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Continuing Disclosure Agreement. As soon as practicable after the City learns of any material failure to comply with this Continuing Disclosure Agreement, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Continuing Disclosure Agreement shall constitute a default in respect of the Bonds. The sole remedy of any Owner of a Bond shall be to take such actions as that Owner deems necessary, including seeking an order of specific performance from an appropriate court, to compel the City or other obligated person to comply with this Continuing Disclosure Agreement.

(g) Designation of Official Responsible to Administer Continuing Disclosure Agreement. The Finance Director or his or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Continuing Disclosure Agreement of the City in respect of the Bonds set forth in this section and in accordance with Rule 15c2-12, including, without limitation, the following actions:

- (i) Preparing and filing the annual financial information undertaken to be provided;
- (ii) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;
- (iii) Determining whether any person other than the City is an "obligated person" within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining

from such person an Continuing Disclosure Agreement to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

- (iv) Selecting, engaging and compensating designated agents and consultants, including municipal advisors and legal counsel, to assist and advise the City in carrying out this Continuing Disclosure Agreement; and
- (v) Effecting any necessary amendment of this Continuing Disclosure Agreement.

CERTIFICATION

I, the undersigned, City Clerk of the City of Richland, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. 2023-06 (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on April 18, 2023, as that ordinance appears on the minute book of the City.

2. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: _____, 2023.

CITY OF RICHLAND, WASHINGTON

Jennifer Rogers, City Clerk



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area 3 - Increase Economic Vitality

Core Focus Area 5 - Maximize Community Amenities

Subject:

Amended Ordinance No. 29-21, Approving The Links Residence at Horn Rapids Planned Unit Development

Department/Office
City Attorney

Ordinance/Resolution Number:
29-21 (Amended)

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Amended Ordinance No. 29-21, removing the temporal element of an existing condition precedent from the City's approval of The Links Residence at Horn Rapids PUD.

Summary:

On October 19, 2021, through passage of Ordinance No. 29-21, Richland City Council approved The Links Residence at Horn Rapids planned unit development (PUD) submitted by HJBT Properties, LLC. The development consists of 54 new single-family townhome units within an area approximately 7.27 acres in size located west of River Valley Drive and south of the existing Horn Rapids Golf Course clubhouse.

Ordinance No. 29-21 included a time-sensitive condition precedent regarding recordation of a duly executed Property Use and Development Agreement (PUDA). Based on the plain language of Ordinance No. 29-21, the PUDA was required to be recorded with the Benton County Auditor's Office within 90 days of passage of the ordinance. Due to administrative oversight, the PUDA was not timely recorded.

Amended Ordinance No. 29-21 removes the temporal element from the condition precedent so that the PUDA may now be recorded. No substantive provisions of Ordinance No. 29-21 are modified by this amendatory action, and all conditions of approval, use restrictions and development obligations imposed by Ordinance No. 29-21 remain in force and effect.

Fiscal Impact: None.

Attachments:

I. Amended Ordinance No. 29-21

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
625 Swift Boulevard, MS-07
Richland, WA 99352

****AMENDED****
ORDINANCE NO. 29-21

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts and amending the Official Zoning Map of the City by amending Section Map Nos. 4 and 10 so as to change the zoning designation of approximately 7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005 from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development and preliminary PUD plan approval, contingent upon the recording of a duly executed, delivered, and accepted Property Use and Development Agreement.

Re: The Links Residence at Horn Rapids

WHEREAS, on May 10, 2021, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as submitted by HJBT Properties LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on May 3, 2021, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use actions, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW, the State Environmental Policy Act (SEPA)(see EA 2020-133); and

WHEREAS, on August 16, 2017, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record public hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated August 16, 2021, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Links Residence at Horn Rapids, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 7.27-acre site, more specifically described as follows:

7.27 acres located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive upon a portion of Benton County Assessor Parcel No. 128082000001005

such land is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing for a 30-lot residential development (Ordinance No. 34-94) to Planned Unit Development (PUD) allowing for a 54-unit townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title are amended by amending Section Map Nos. 4 and 10, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Section Map Nos. 4 and 10 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement* as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Maps No. 4 and 10, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

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

Section 8. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 9. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

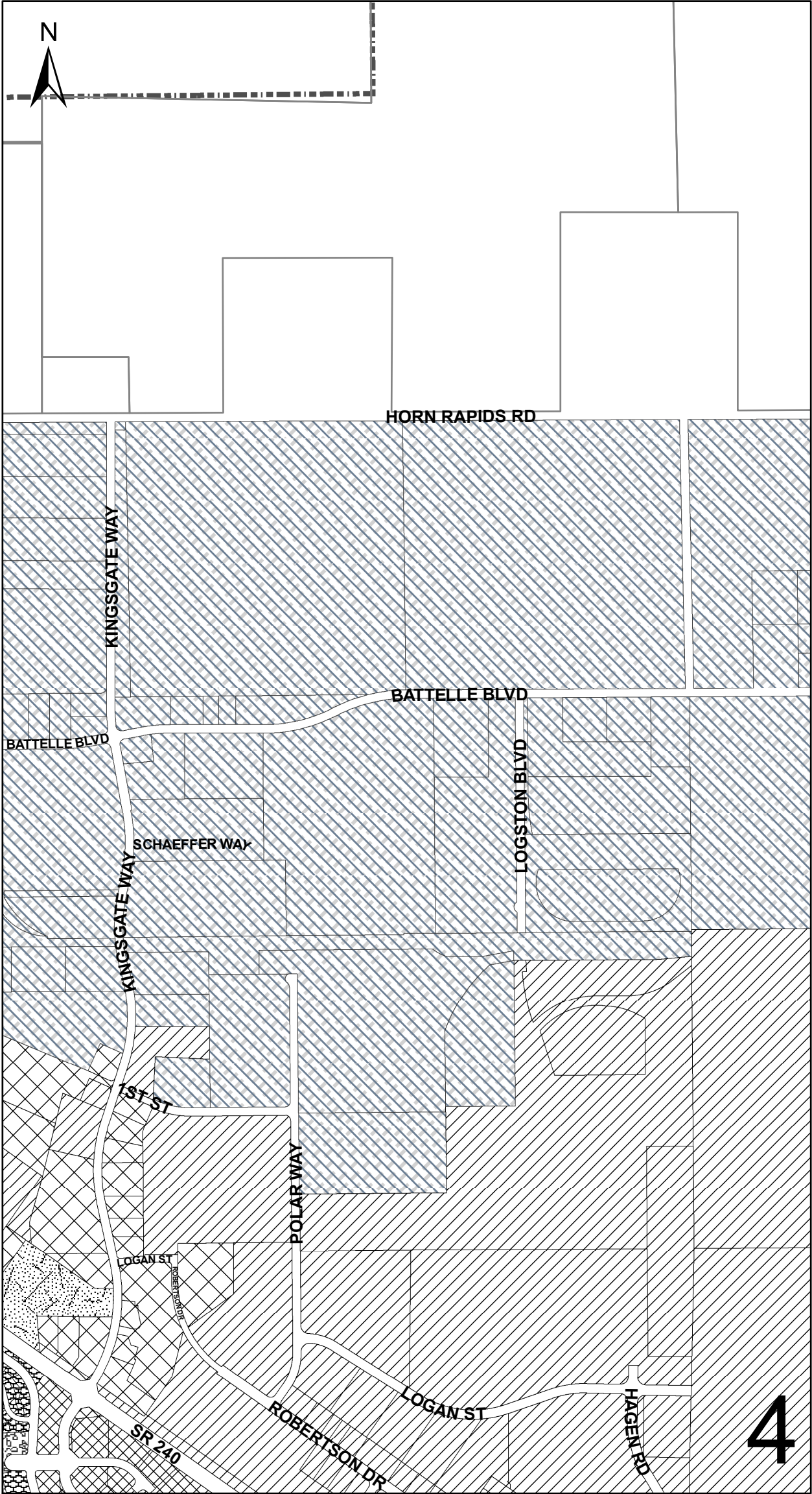
Attest:

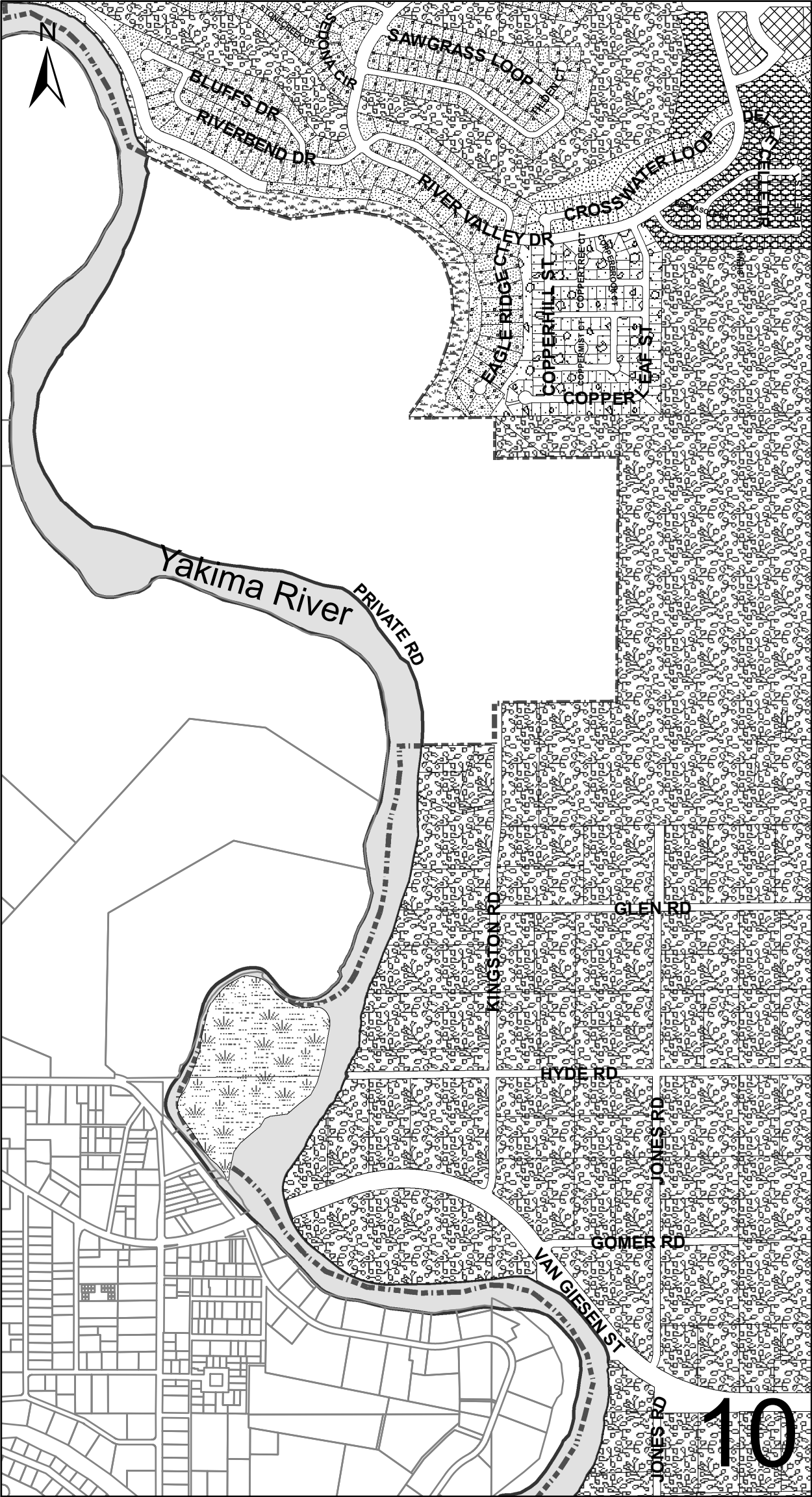
Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: April 4, 2023
Second Reading: April 18, 2023
Date Published: April 23, 2023







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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE LINKS RESIDENCE AT HORN RAPIDS”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2021-101

APPLICANT: HJBT PROPERTIES
*(BRAD REW AND THERA REW, LISTED AS THE APPLICANTS ON THE SEPA
CHECKLIST, AND SERVED AS APPLICANT REPRESENTATIVES AT HEARING)*

APPLICATION: 54-UNIT PLANNED UNIT DEVELOPMENT (PUD) ON A 7.27-ACRE SITE

LOCATION: IN THE HORN RAPIDS COMMUNITY IN THE NORTH PART OF THE CITY OF
RICHLAND, ON A SITE GENERALLY ADDRESSED AS 2800 CLUBHOUSE LANE,
ALONG THE EASTERN BOUNDARY OF THE 18TH HOLE OF THE HORN RAPIDS
GOLF COURSE AND SOUTH OF THE EXISTING PRO SHOP.

PARCEL NUMBER: A PORTION OF BENTON COUNTY ASSESSOR PARCEL No. 128082000001005

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: AUGUST 16, 2021

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Links Residence at Horn Rapids" – Planned Unit Development, File No. PUD2021-101, dated May 10, 2021 (25 pages);

***NOTE:** *Staff assembled the Staff Report and all exhibits received before the Staff Report was issued into a single .pdf file, which numbers 563 pages. Additional written comments and records were submitted after the Staff Report was issued and were transmitted to the Examiner for his consideration and review. These later records are also included in the record, but are not part of the same .pdf file. Where possible, and for the reader's convenience, the Examiner refers to specific documents by the page numbers where they can be found in the .pdf file.*

1. PUD Application Materials (.pdf pages 28-277);
2. Ord. No. 34-94 (.pdf pages 278-288);
3. Public Notices and affidavits confirming same (.pdf pages 289-296);
4. SEPA Determination of Non-Significance (DNS), and copy of the applicant's completed Environmental Checklist for the proposed PUD (.pdf pages 297-310);
5. Written comments, including those submitted after the Staff Report was issued but before the public hearing concluded (before Staff Report was issued, see .pdf pages 311-551; copies of all written comments offered after such time were transmitted to the Examiner and are maintained by the Department, and are available for review in electronic form). The Examiner's review of all written comments shows that the overwhelming majority of written comments support the pending application, with opposition coming in much smaller numbers, mostly from adjacent property owners with requests for modifications that would serve their personal interests; and
6. Golf Course Restrictive Covenant, deemed unenforceable by the City Attorney (.pdf pages 552-563; See letter to Mr. Rew from City staff explaining why covenant is unenforceable, on .pdf page 512; Testimony of Mr. Stevens; Staff Report, discussion on pages 9 and 10).

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

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Brad Rew, for the applicant, HJBT Properties, an entity formed by members of the Rew family, and one of the applicant's two representatives at the public hearing;
3. Thera Rew, for the applicant, HJBT Properties, and one of the applicant's two representatives at the public hearing;
4. Terrie Marshall, local resident, asserted that restrictive covenant protected all Horn Rapids property owners, runs with the land, and that R2 zoning concerns her, written comment on .pdf page 437;
5. Michele Stewart, local resident, lives on 6th home down Crosswater Loop just south of the proposed PUD, expressed concerns that applicant did not follow through on working with neighbors, concerns about losing golf course view, concerns about impacts on her property value;
6. Michele Rusk, an attorney with the Foster Garvey law firm, appeared to speak on behalf of several neighboring property owners, summarized arguments and comments provided in firm's letter already included in the record as part of Ex. 5 (.pdf pages 490-496), and another letter from the same firm dated May 8th, with 27 pages including attachments, added to Ex. 5, requested modifications to eliminate lots 19-32 that run along the part of the PUD closest to existing houses on Crosswater Loop, preserve the man-made pond, and create/preserve a view corridor to the golf course from homes along Crosswater Loop.
7. Steve Lorence, lives along Crosswater Loop, submitted numerous written comments and questions included as part of Ex. 5 generally opposing the proposal, emphasized the need to preserve the pond, says the fence is laughable, submitted a short video showing backyard views from some of the Crosswater Loop homes just south of the proposal;
8. Carol Libby, lives along Crosswater Loop, expressed concerns that the golf course frontage she purchased will be changed by this project, that 2-story homes will be close to her house, generally opposed new homes near her existing house, written comment letter included on .pdf page 417-418;
9. Laurie Baird, lives on Crosswater on other end, expressed concerns as to why the validity of the restrictive covenant was not discussed years ago, concerns with zoning, how the properties will be developed, parking;
10. Stew Stone, a former owner of Horn Rapids golf course, expressed concerns that intent of the restrictive covenant is not followed, noted that he was not opposed to development but feels that this proposal has too many units and that 40 units would be ok, asked that a development agreement be used to mandate that most funds derived from development on the site would be used for golf course redevelopment and the like, written comment letter dated May 7th with numerous attachments included as part of Ex. 5;
11. Steve Norton, local resident, lives in the Prestwick development, another part of the Horn Rapids community, is fully supportive of the project, written comment in support found on .pdf pages 451-452;
12. Tim McLain, Crosswater Loop resident, wants greenbelt to protect views, expressed concerns that he paid a premium for his golf course views and this project could impact his property value, requested modifications similar to those outlined by Ms. Rusk, written comment letter dated May 9th included as part of Ex. 5;
13. Tom Rickey, lives on Crosswater, but not a client of Ms. Rusk, noted that 900+ local residents like the proposal, and about 8 homeowners do not, and that those 8 owners bear

- the brunt of the project, so he wants to see some compromise, written comment found on .pdf page 477;
14. Louise Peters, lives in second home in on Crosswater, expressed concerns that proposal will impact her views onto the golf course, suggested that the applicant added units instead of lowering the total number after saying that compromise was possible, written comment appears on .pdf page 461;
 15. Eileen Griffin, local resident, Prestwick homeowner, but lives outside the 300-foot notice area, heard about project, she's a runner in the area, expressed general concerns about traffic, crowding where the pool and other activities are located, listed as Prestwick resident opposing the project on May 6th comment letter from group of Prestwick Homeowners, included as part of Ex. 5;
 16. Lucy Yang, lives along Crosswater abutting the proposal, expressed concerns that she would experience a financial loss if the project is built, asked for modifications including preservation of the pond, other protections for existing homeowners;
 17. Gary Varner, noted that traffic studies for the Horn Rapids community already assumed thousands of new homes, so no new study is needed, and that the ponds are not natural, noted that project should benefit the community.

II. APPLICABLE LAW.

Review Process: Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

RMC 23.50.040(B).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating 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; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof*).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies the City's criteria for preliminary PUD approval?

Short Answer: Yes.

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 Recommendation to approve the preliminary PUD 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, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying PUD 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.

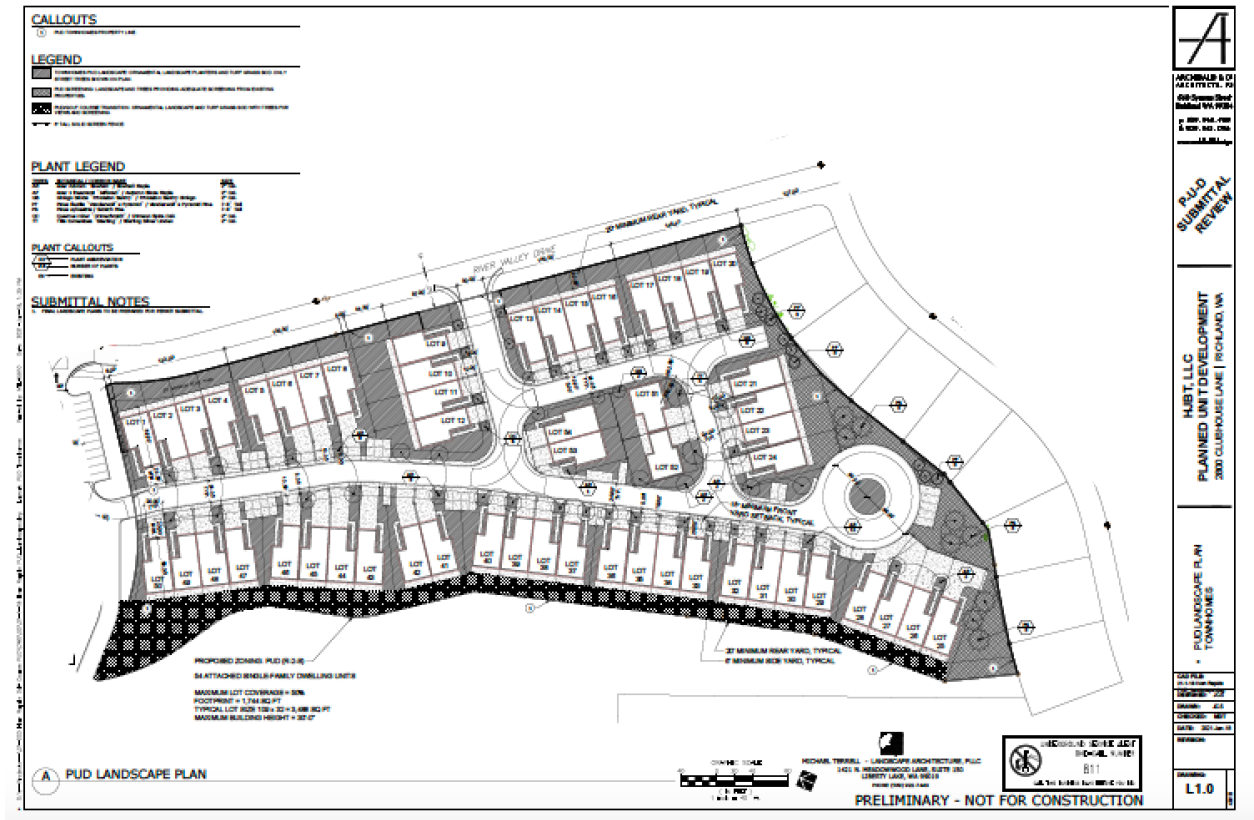
Project description and Summary of Proceedings.

3. HJBT Properties, an entity formed by members of the Rew family (including the applicant's primary hearing representatives Thera Rew and Brad Rew), is the project applicant and owner of the property at issue in this matter. In December of 2020, the applicant submitted an application for a 54-unit Planned Unit Development (PUD), which was placed on hold until updated information was received after an initial review by City staff. (*Ex. 1, application; Staff Report, page 2*). The applicant provided additional information to complete their application in February, and Staff issued public notices in accord with City practices in March and April of this year, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 3, Notices and confirmation materials; Staff Report, pages 6 and 7*).

4. The City received well over 100 written comments from the general public and government agencies before the Staff Report was issued in May, with another dozen or so of written comments submitted at or before the public hearing. (*Staff Report, page 7; Ex. 5, copies of all written comments*). The large majority of written comments supported the pending PUD application (about 105 comments), with about 30 people opposing the project, mostly residents of homes along Crosswater Loop to the south of the project site, and some residents in the Prestwick neighborhood who are near portions of property where parking lot improvements that are not included as part of this PUD approval process might occur at some point in the near future, subject to other City approvals.
5. The proposed PUD would authorize development of a 7.27-acre site with 54 new single-family townhome units.
6. The project site is part of the Horn Rapids community in the northern part of the City of Richland. It is situated just west of River Valley Drive, north of homes abutting the north side of Crosswater Loop, south of the existing Horn Rapids Club House, and east of the fairway for the 18th hole of the Horn Rapids Golf Course. To the southeast, an existing Planned Unit Development known as Horn Creek has already been developed with townhomes, with a development pattern generally similar to that proposed in this application. (*Staff Report, pages 3 and 11; online review of aerial mapping; Existing site conditions, depicted on pages 261 and 269 of the .pdf file*).

Public Hearing testimony, discussion of main comments.

7. The open-record public hearing for the application occurred on May 10, 2021, using the Zoom audio/video platform coordinated by City staff, 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 PUD. The Examiner has visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other development applications in the Horn Rapids area, and reviewed online mapping resources, showing aerial views of surrounding properties and development patterns in the area.
8. For the reader's convenience, a copy of the proposed PUD site plan with landscaping features is provided below (*Ex. 1, Drawing Sheet L1.0, PUD Landscape Plan, showing Townhomes, appears on page 262 of the .pdf file*):



9. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed PUD.
10. The proposed PUD is designed to conform with R-2S zoning standards, as the project site is designated for medium density residential development in the City's Comprehensive Plan. (*Staff Report, pages 4 and 7*). Opposition comments challenging the overall density of the proposed residential development and the proximity of proposed new townhomes to existing houses were unsupported by facts or authority that would serve as a basis to deny or modify the proposed PUD, as the layout complies with height limits, setbacks, lot sizes, and other standards for other medium density zoned developments (R-2S zone in this case) throughout the City. (*See standards for the R-2S zone in the chart at RMC 23.18.040, captioned "Site requirements for residential use districts"; Staff Report, pages 4 and 7, explaining how PUD is designed to satisfy R-2S standards*).
11. The Examiner finds and concludes that the proposed PUD is designed to comply with development standards for properties the R-2S zone, so it includes peripheral treatment features that ensure a proper transition between the proposed PUD residential uses (residential townhomes) and nearby external uses and developments, which, as noted elsewhere, already includes a mix of residential developments including one full of recently constructed residential townhomes similar to those proposed in this application. These

design features, including without limitation townhomes that meet height standards, setbacks, lot size, and other standards for medium density zoned developments throughout the city and on surrounding properties, a fence and substantial landscaping placed between existing single family yards and new lots in the PUD, all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

12. Multiple local residents testified at the public hearing, and many more submitted written comments regarding the proposed PUD. The Staff Report credibly summarizes design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. The bulk of opposition comments focused on mixed questions of fact and law, most of which were not addressed in the Staff Report, so the following portions of this Recommendation summarize key facts and legal authority that rebut the main arguments raised to question or oppose this PUD application.
13. RMC 24.20.070, captioned “Capacity for future developments”, reads as follows: *“The capacities and dimensions of water, sewerage, drainage, and street facilities shall be adequate to provide for the future needs of other undeveloped properties in the general vicinity and the city may share in the cost of these improvements to the extent of the difference in cost between the capacities needed to serve the subdivision and the capacities required to serve the vicinity.”*
14. The Examiner finds that the street network and utilities in the Horn Rapids community have been installed, created or designed to meet city standards, with capacity and available connections or extensions to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter. *(Staff Report; Site visit; Previous SEPA reviews and Traffic Analysis for the Horn Rapids Master Planned Community)*.
15. Comments implying that the new development will result in traffic that is unacceptable to some area residents, that it could cause congestion near an existing swimming pool or parking lot and the like, were all offered without any engineering or Level of Service standard to support such claims. Speculative and unsupported personal opinions from neighboring property owners cannot serve as a basis to deny the pending application, which conforms to city-assigned density and land use goals found in the Comprehensive Plan and development standards for the site.
16. The pending PUD application falls below the density that could be achieved under the medium density options assigned to the property in the City’s Comprehensive Plan. General comments requesting a separate environmental impact statement for the project were not supported by any evidence that would invalidate the unrebutted environmental and traffic studies used to generate the Horn Rapids master plan approval. *(The Examiner takes official notice of the Environmental Impact Statement, Addendum, and supporting traffic studies,*

generated in connection with the Horn Rapids Master Planned Community, including without limitation the EIS Addendum included as part of the recent Preliminary Plat of Quail Ridge II, Phases 1-3 application, File No. S2021-106, which is also included in the Horn Rapids community).

17. An EIS would be appropriate if an applicant sought to develop a property in a manner that exceeds the assigned density under applicable zoning standards or requested to use the property for some purpose other than residential uses, like retail, office or other activities that might generate traffic counts in excess of those anticipated for single family residential densities and uses. That is not the case here, so the proposed PUD satisfies city and state transportation concurrency requirements.
18. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. *(Richland Hearing Examiner Rules of Procedure, Introduction, at page 2)*. In this matter, the overwhelming majority of written public comments support the proposed PUD, whereas the majority of public comments in the public hearing itself questioned, opposed, or sought substantial modifications to the project. In the end, the facts and law applicable to this application support its approval, subject to conditions recommended by staff.
19. The applicant completed and submitted a SEPA Environmental Checklist as part of its application materials, a copy of which is included twice in the record as part of *Exhibits 1 and 4*. *(SEPA Checklist appears beginning on page 39 and page 298 of the .pdf file)*. After reviewing the checklist and other application materials, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the project on or about May 3, 2021, a copy of which is included in the record as *Exhibit 4*. *(Ex. 4, on page 297 of the .pdf file)*.
20. Several opposition comments generally alleged that a man-made pond should be viewed as a wetland, that existing golf course views for some Crosswater Loop homeowners should be protected, and that other project details necessitate further environmental review. None of these concerns were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
21. While the city's code does not provide for appeals of SEPA threshold determinations to the City's Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for

this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. See *Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

22. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (RMC 22.09.200).

Views across a neighboring property are not protected by city codes or Washington caselaw.

23. Several local residents raised general view loss concerns, like views across the mostly vacant project site out towards portions of the golf course in the distance being altered by the presence of new townhomes, new road surfaces to access such homes, the loss of a man-made pond, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. Landscaping will be concentrated along the portions of the project site that touch upon existing single family lots, and as required by city codes, a fence will be installed to provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views onto the golf course, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
24. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project

application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.

25. The criteria for approval of a PUD does not include analysis of views of the proposed development from adjacent properties, nor do City regulations protect the views from adjacent properties other than any view protection that may result from compliance with applicable building height limits, setback requirements, and other bulk and density standards for the property. More significantly, the proposed PUD has been designed in full compliance with medium density residential development standards and includes fencing and substantial landscaping in areas abutting adjacent residential lots, all of which comprise adequate peripheral treatment considerations that ensure a proper transition between the PUD and nearby uses and developments.
26. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.
27. As discussed elsewhere in this Recommendation, the Richland Municipal Code imposes height and size limitations on the construction of residential structures, like the townhomes proposed in this PUD application. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new paved areas for roads and turnaround purposes will be closer than they prefer, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site and then onto the adjacent golf course itself. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.

Arguments that man-made pond should be preserved or protected as a regulated wetland.

28. There is no credible dispute that the pond located on a portion of land adjacent to lots along Crosswater Loop is man-made and fed with water from garden hoses that originate on neighboring private property(ies). There is also no credible dispute that the pond is lined, to retain water in an otherwise non-wetland area.

29. Several neighbors strongly assert that the pond should be protected or preserved, or that additional environmental review should be required to address the pond on the applicant's property.
30. The City's definition of "wetland" mirrors the state wetland definition, and reads as follows:
- "Wetland" or "wetlands" "refers to areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including but not limited to irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands or wetland areas preserved as mitigation for the conversion of wetlands. (RMC 22.10.040 (*emphasis added*); WAC 197-11-756(2)).
31. Based on un rebutted evidence in the record, the Hearing Examiner finds and concludes that the pond on the applicant's property is a man-made artificial pond that serves as a landscape amenity enjoyed by some neighbors who intentionally created and/or maintain the pond on a portion of the applicant's nonwetland property. As such, the pond does not fall within the City's definition of "Wetland" or "wetlands" that are subject to protection under various state and local regulations. Accordingly, any arguments opposing the proposed PUD based upon, or seeking special protections for, the artificial pond on the applicant's property, must be rejected.

Restrictive Covenant is unenforceable as a matter of law.

32. The Staff Report summarizes events leading up to an agreement between the City of Richland and previous Horn Rapids property owners, which resulted in a 2005 legal instrument that was recorded without a legal description. The document is identified as a Declaration of Restrictive Covenant, purportedly limiting use of the Horn Rapids Golf Course property for an 18-hole golf course, clubhouse and related facilities. (*Ex. 6; Staff Report, discussion on pages 9 and 10*).
33. In 2020, the Richland City Attorney found that the restrictive covenant is unenforceable, because the land use agreement, although appearing in the public record, is missing a legal description, which is fatal to its enforceability and renders it void. (*Staff Report, discussion on page 10; Testimony of Mr. Stevens*).
34. Numerous public comments included in the record oppose the PUD or seek major modifications relying on terms in the Covenant deemed unenforceable by the City Attorney, because it failed to include a legal description.

35. No one submitted any evidence into the record showing that a legal description was included and recorded along with the Covenant in question. Based on the absence of a legal description, the Examiner finds and concludes that the Covenant, included as Exhibit 6, is unenforceable and void as a matter of law.
36. To comply with the statute of frauds, "a contract or deed for the conveyance of land must contain a description of the land sufficiently definite to locate it without recourse to oral testimony, or else it must contain a reference to another instrument which does contain a sufficient description." *Berg v. Ting*, 125 Wn.2d 544, 886 P.2d 564, 1995 Wash. LEXIS 1, citing *Bigelow v. Mood*, 56 Wn.2d 340, 341, 353 P.2d 429 (1960), favorably cited in *Halbert v. Forney*, 88 Wn. App. 669 | 945 P.2d 1137 | 1997 Wash. App. LEXIS 1209.
37. Arguments by some local residents to the effect that the Covenant should be revived or reformed are without merit and contrary to applicable caselaw on the subject. Reformation is not appropriate where, as here, "the agreement expresses the intent of the parties, but the legal description is...incomplete." See *Sea-Van*, 71 Wn.App. at 543(quoting *Williams v. Fulton*, 30 Wn. App. 173, 176-77, 632 P.2d 920, review denied, 96 Wn.2d 1017 (1981)). In this instance, not only is the legal description incomplete, it is entirely absent among the papers recorded with the County.
38. Several public comments allege that the Covenant should be enforced based on allegations that an "equitable servitude" should apply to the applicant's property, so limitations should be applied to the PUD site to prohibit residential development, or to require significant modifications that satisfy aesthetic preferences of neighbors, especially those asserting view protection and pond preservation arguments. However, language in the text of the Covenant itself establishes that such arguments are without merit and must be rejected.
39. Language in the invalid covenant serves as a legal barrier to any claims that might be asserted by third-party beneficiaries, like neighboring property owners who may assert claims for relief, including without limitation any lawsuit seeking to impose an equitable servitude on the golf course property owners. For example, sections 3 and 5 of the covenant make it crystal clear that the City holds the right to enforce the declaration, and that the instrument "shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto." These portions of the covenant are republished below:

3. Enforcement. The City shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, and covenants now or hereafter imposed by this Declaration. Failure to enforce any right, duty, obligation, or covenant herein contained shall not be deemed a waiver of the right to do so thereafter.

5. No Dedication or Gift; No Third Party Beneficiaries. Nothing in this Declaration shall be deemed a dedication or gift of any portion of the Golf Course Property to or for the benefit of the general public or for any public purpose whatsoever. This Declaration shall not be interpreted or construed in any way to create any third-party beneficiary rights in any person not a party hereto.

40. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
41. Denial of the pending application would run counter to city comprehensive plan provisions, zoning regulations, and relevant development standards in effect at the time a complete application for the proposed PUD was submitted. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed herein.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

42. RMC 23.04.020 explains that: *“The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land”* and that *“It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.”* Further, *“Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.”* (emphasis added).
43. 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 zoning regulations, which include PUD provisions, found in Title 23 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. (See Staff Report, all Findings).
44. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD meets all applicable approval criteria.

45. The applicant's submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a fence and attractive landscaping on a site that some described as an eyesore, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the Horn Rapids Golf Course community.
46. The Examiner takes official notice of prior development approvals issued in the Horn Rapids Community and other sites in an officially designated "EPZ", as supported by a written comment letter from the Benton County Emergency Management office (also known as BCEM, or BCES). (*Ex. 5, written comments, including copy of BCEM email comment to Mr. Stevens*). The entire area of the Horn Rapids Master Planned Community is located within the 10 mile Emergency Planning Zone (EPZ) for the Columbia Generating Station. This area is designated as Section 3B of the Emergency Planning zone, and as such may be subject to evacuation in the event there is a radiological emergency at the Columbia Generation Station, and other development requirements may apply, including those mandated by Benton County Emergency Management officials. Currently, the BCES website includes the following message regarding residents living within the EPZ: "*Tone Alert Radios - Residents within the EPZ in Benton County with special notification needs have Emergency Tone Alert Radios. These radios would be turned on automatically by a signal transmitted just before an EAS message is broadcast. If you have special notification needs and live within one of the Hanford EPZ and do not have a tone alert radio or have questions regarding their use, call us at 509-628-2600.*" To assure consistency with previous development approvals issued for projects located in the 10-mile EPZ, the Development Services Manager should be empowered to include alarms, signals, speakers, special signage, or other notification devices or strategies as part of the building permit review and approval process, all in consultation with Benton County Emergency Management officials to identify and utilize current best practices and devices as appropriate.
47. 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.¹

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

48. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features,

¹ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

including substantial landscaping, fencing, and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the City's Comprehensive Plan and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B).

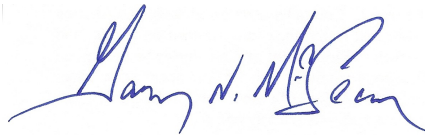
V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, 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 PUD meets the standards necessary to obtain approval by the City Council.
2. The proposed conditions of approval as set forth in the Staff Report are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's previous site visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Links Residence at Horn Rapids" Preliminary Planned Unit Development (PUD)** application, subject to the proposed Conditions of Approval included in the Staff Report, as supplemented in this Recommendation, which are adopted herein by reference.

Recommendation issued: August 16, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of April, 2023, by and between the CITY OF RICHLAND, a Washington municipal corporation, and HJBT PROPERTIES LLC, a Washington limited liability company ("Petitioner").

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

WHEREAS, the City of Richland is currently entertaining an application by Petitioner for a change of zone affecting approximately 7.27 acres of Benton County Tax Parcel No. 125082000001005 located in the Horn Rapids community on a site generally addressed as 2800 Clubhouse Lane, along the eastern boundary of the 18th hole of the Horn Rapids Golf Course, south of the existing pro shop and west of River Valley Drive (hereinafter the "Property") and more particularly described in Ordinance No. 29-21.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Planned Unit Development (PUD) allowing 30 lots for residential development to Planned Unit Development (PUD) allowing a 54-unit townhome development, Petitioner for itself, and for and on behalf of Petitioner's heirs, successors and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees to build the 54-townhome development in substantial conformity with the site plan provided in **Exhibit A** attached hereto, as required by RMC 23.50.040(D), subject to the following conditions:

General Conditions:

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. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by Developer and Developer's 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. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of Developer to obtain.
3. Any work within the public right-of-way or easements or involving public infrastructure will require Applicant to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. 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 Engineer's estimate (opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
4. Public utility infrastructure located on private property will require recording of a City standard form easement as required in the Final Platting Requirements section of this Agreement.
5. 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.
6. 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'.
7. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

8. All construction plan sheets shall include the note "CALL 811" or <http://www.call811.com/>
9. A copy of the preliminary plat shall be supplied to the United States Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

10. Public improvement design shall follow the following general format and shall conform to the latest edition of Public Works design standards:
 - 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 specifications and details by visiting the City's website.
 - b. Any 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.
 - c. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - d. Watermains larger than 8-inches in diameter shall be ductile iron.
 - e. Watermains installed outside of the city right-of-way or in very rocky native material shall be ductile iron and may need restrained joints.
 - f. All watermains outside areas zoned R1 shall be ductile iron.
 - g. Fire hydrant location(s) shall be reviewed and approved by the City's Fire Marshal.
 - h. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC.
 - i. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - j. Where appropriate, all utilities shall be extended to the adjacent property (properties) at the time of construction.
 - k. The minimum centerline finish grade shall be no less than 0.30% and the maximum centerline finish grade shall be no more than 10.0% for local streets. 12% can be allowed for local streets for short distances.
 - l. The minimum centerline radius for local streets shall be 100 feet.

- m. Any filling of low areas that may be required within the public right-of-way shall be compacted to City standards.
- n. An overall, composite utility plan shall be included in the submitted plan set if the project is phased (see Section 11). This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
- o. A detailed grading plan shall be included in the submitted plan set.
- p. For public utilities not located within public street rights-of-way, Applicant shall provide maintenance access acceptable to the City, and Applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
- q. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-Way Construction Permit for the proposed construction.
- r. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- s. All curb returns at minor intersections shall have a minimum radius of 25 feet.
- t. All streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- u. All intersections of streets shall meet horizontal, vertical and intersectional design requirements for sight distance (Vision Clearance Triangle).
- v. All driveways for commercial projects or intersections of private roadways shall construct City standard commercial driveways. Radius-style driveways are not allowed.
- w. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
- x. Construction plans shall reference all City of Richland standard details necessary to construct all public improvements which will be owned, operated, and maintained by the City or used by the general public.
- y. 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.

11. If the project will be built in phases, 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.
12. If the City's Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - a. 2-inches compacted gravel, minimum (temporary SEVAs only).
 - b. 2% cross-slope, maximum.
 - c. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the City's Fire Marshal.
 - d. Be 20 feet in width.
 - e. Have radii that are accommodating with those needed for City Fire apparatus.

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

Survey Monument Destruction:

13. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, 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). *Note: State law provides that "[i]t 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).

14. *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.*

- 15. 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:

- 16. All streets within this preliminary plat shall be constructed to City standards with regards to pavement section and materials. The proposed streets are narrower than City standards. As such, on-street parking will be prohibited on all streets narrower than 34 feet from face-of-curb to face-of-curb. Street signs indicating restricted parking shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the construction plans and the final plat. All street signage will be installed by Developer prior to final platting.
- 17. Driveway locations shall meet the requirements of RMC 12.04.070. It appears that the driveways for lots 53 and 54 do not comply with this section of code.
- 18. The guest parking spots proposed as parallel parking stalls behind the sidewalk will not be permitted because they create an undesirable conflict between pedestrians and vehicles.
- 19. The off-site modifications to the Clubhouse Lane right-of-way (depicted as "Phase 3" on the phasing site plan) will not be permitted as proposed if the area remains as public street right-of-way. Right-of-way vacation is a legislative decision of the Richland City Council with the process defined in state law. At this time, the City has not received a petition requesting vacation of that portion of Clubhouse Lane.
- 20. The provided estimate of trips-per-day under SEPA item 14.f is incorrect. Trip Generation for Multi-Family units is 7.32 trips per day which is equivalent to 395 trips for this development. Considering these units are not close to amenities, they are likely to produce higher trips per day per unit, similar to single family residences, which would be closer to 510 trips. The City does not believe that these trips will cause any street or intersection to compromise the City's adopted level of service for traffic operations. If the City amends the municipal code to include a traffic impact fee applicable to this area, this project may be subject to its requirements as a means of mitigating the incremental impact of the new trips on the streetsystem.

21. A note will be shown on the face of the final plat stating that River Valley Drive is classified as a major collector street. Subsequently, no driveways directly accessing single family lots will be allowed onto it.
22. Per RMC 12.10.035, sidewalks shall be installed along all street frontages.
23. Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements.
24. Pedestrian ramps shall be designed to current City standard details and ADA standards.
25. 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 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.
26. All roads shall be constructed to provide for adequate fire truck and solid waste collection truck access and turnaround movements.
27. If the project is to be constructed in phases, all dead-end streets longer than 150- feet that will be continued later must 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:

28. It shall be the responsibility of Developer to extend a watermain to this property to serve domestic water at the time of plat construction. This watermain shall be sized to adequately supply domestic water and fire flows to the proposed development.
29. Developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed. Looping of the water system provides redundancy and helps to eliminate stagnant water.
30. The fire hydrant layout shall be approved by the City's Fire Marshal.
31. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

Sanitary Sewer:

32. Developer shall be responsible for extending a sewer main to this property to serve sanitary sewer at the time of plat construction.
33. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public right-of-way. Wider easements are required for mains that are buried deeper than 10 feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

Storm Water:

34. All construction projects that do not meet the exemption requirements outlined in Chapter 16.06 RMC shall comply with the requirements of the Washington State Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. 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.
35. Privately-owned on-site storm drainage systems shall be designed 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." Calculations shall be stamped by a registered professional Civil Engineer. Prior to discharging any storm drainage waters from paved surfaces into drainage ditches, groundwater or a public system, an oil/water separator must be installed. Applicant's design shall provide runoff protection to downstream property owners.
36. 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. Applicant's design shall provide runoff protection to downstream property owners.

37. 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.
38. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").
39. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
40. Prior to or concurrent with the submittal of the first phase, 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.
41. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
42. Any parcel occupied by a City stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
43. 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 Developer wishes for the pond to be landscaped and visually appealing, then a homeowner's 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.

44. Developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. 11 months after the final acceptance date, 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. Developer shall replace any plantings that have failed to survive the warranty period. 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.

Solid Waste:

45. Due to limited turnaround space, lots located on dead-end streets may have to transport their garbage cans to a location acceptable for solid waste pick-up.

Final Platting Requirements:

46. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "Record Drawing Requirements & Procedures" for a complete description of the record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat of the project.
47. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat and a certificate of occupancy. The City requires preparation of the easement legal description by Developer two weeks prior to the scheduled date of final acceptance. Off-site ("third-party") easements for City infrastructure are the responsibility of Developer to obtain. Once received, the City will prepare the easement document and provide it to Developer. Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City prior to application for final occupancy.
48. Any off-site easements or permits necessary for this project shall be obtained and secured by Applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
49. 10-foot wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat.
50. If not already in existence, a 10-foot public utility easement along the River Valley Drive frontage shall be provided on the face of the final plat.
51. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 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.

52. The final plat shall include notes identifying all common areas, including the private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowners association. If deemed necessary, a note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads."* And: *"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."*
53. Street signs indicating restricted parking areas shall be installed at Developer's expense prior to final platting. The restricted parking areas shall be indicated on the final plat.
54. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
55. A one-foot "No access/screening easement" will be required along the River Valley Drive right-of-way.
56. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
57. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per RMC 3.12.095.

Planning Requirements:

58. Phase 3 of the phasing plan showing the off-site improvements shall be removed from the phasing plan and shall be considered a stand-alone project requiring additional review and permitting by the City.
59. The PUD is designed to conform with R2-S zoning standards. As a result, the R2-S zoning standards shall apply for all future development within the proposed PUD.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof.

The City of Richland shall be deemed a beneficiary of this covenant without regard to whether it owns any land or interest therein in the locality of the subject Property, and shall have the right to enforce this covenant in any court of competent jurisdiction.

[Signature pages to follow]

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

City of Richland

HJBT Properties LLC, Petitioner

Jon Amundson, ICMA-CM
City Manager


By: Thera Ren, Member
Authorized Agent

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

STATE OF WASHINGTON) : SS
COUNTY OF BENTON)

On this ____ day of _____, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, City Manager** for the **City of Richland**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature

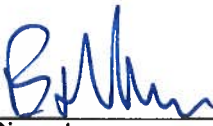
Notary Public in and for the State of _____
Residing at _____
My appointment expires _____

seal

STATE OF WASHINGTON) : SS
COUNTY OF BENTON)

On this 30 day of ^{March}~~April~~, 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thera Rew, **Authorized Agent for HJBT Properties LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that s/he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that s/he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.



Signature

Notary Public in and for the State of Washington
Residing at Richland
My appointment expires 9-24-2023

seal



LOT SIZE TABLE							
LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)	NET AREA (SQUARE FEET)	LOT NUMBER	TOTAL AREA (SQUARE FEET)
1	4,824	2,880	19	3,480	1,728	37	4,123
2	3,882	1,866	20	2,222	2,478	38	3,481
3	3,115	1,937	21	4,391	2,927	39	3,481
4	1,178	2,432	22	3,824	1,338	40	4,380
5	2,324	1,580	23	3,816	1,350	41	4,882
6	4,588	2,400	24	4,474	2,819	42	4,873
7	4,135	2,481	25	3,088	2,344	43	8,337
8	5,613	2,387	26	4,281	2,537	44	4,621
9	8,789	4,627	27	6,234	2,500	45	4,388
10	4,637	2,283	28	3,526	2,267	46	4,679
11	4,637	2,283	29	4,288	2,881	47	4,488
12	3,788	4,624	30	3,489	1,738	48	4,001
13	4,415	2,871	31	3,489	1,738	49	4,538
14	3,488	1,728	32	3,872	2,278	50	8,811
15	3,480	1,728	33	3,977	2,232	51	4,878
16	4,133	2,388	34	3,481	1,737	52	5,171
17	4,133	2,388	35	3,481	1,737	53	2,427
18	3,480	1,728	36	4,133	2,388	54	4,287

NOTES: * DENOTES SHALLEST LOT SIZE ** DENOTES LARGEST LOT SIZE LOT SIZE AVERAGE = 4,308 SQ FT

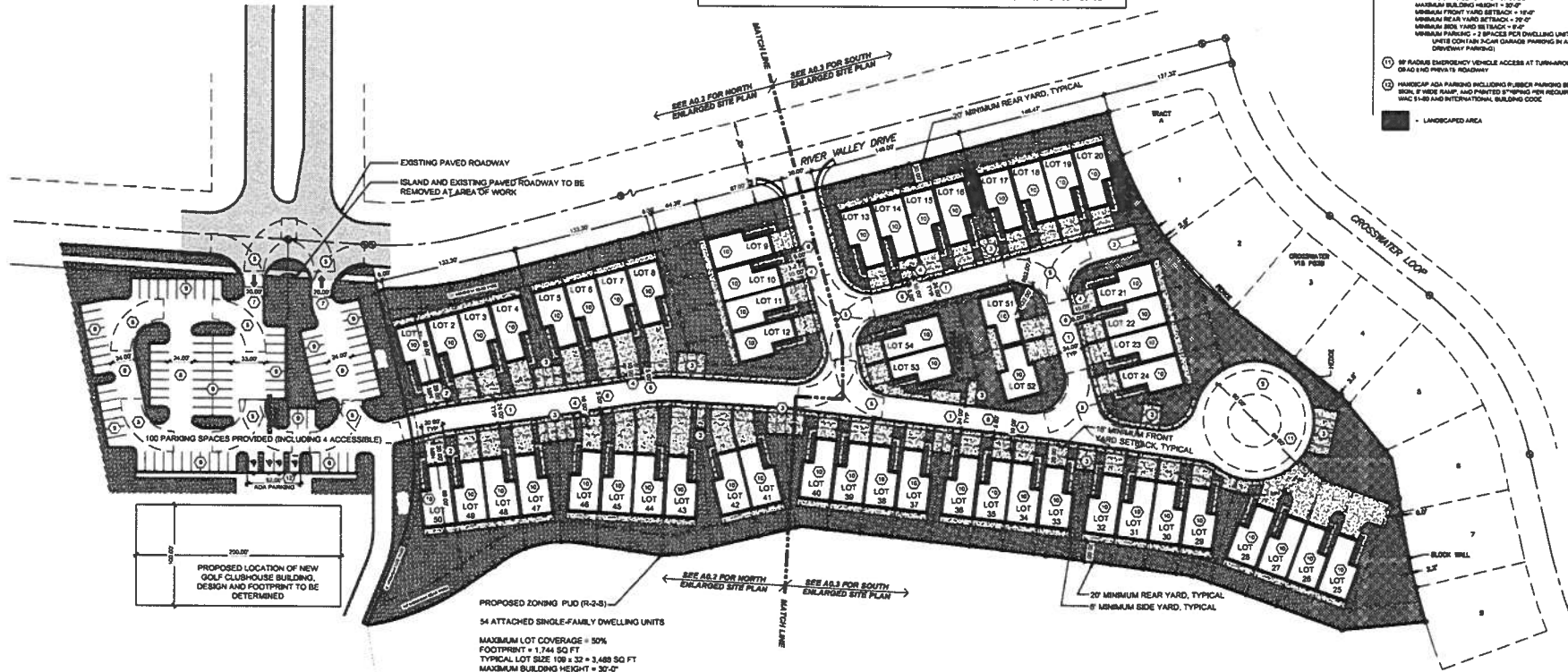
SITE ACREAGE & DENSITY

1. TOTAL RESIDENTIAL SITE ACREAGE: 314.871 SQ FT (7.27 ACRES)
2. TOTAL NUMBER OF DWELLING UNITS PROPOSED: 54
3. PROPOSED DWELLING UNIT DENSITY: 347.27 ACRES = 7.43 DWELLING UNITS PER ACRE. ALSO SEE KEYED NOTE 1A.
4. DWELLING UNIT QUALITY OF ADJACENT SUBDIVISIONS: 88 SQ FT (1.51 ACRES) 3 DWELLING UNITS; 1.51 ACRES = 5.39 DWELLING UNITS PER ACRE.

KEYED NOTES

1. 30'-0" WIDE PRIVATE DRIVE
2. 30'-0" DEEP RESIDENTIAL DRIVEWAY TYPICAL
3. RESIDENTIAL DRIVEWAY PARKING: 10' x 6' PARKING SPACES
4. NEW 10'-0" WIDE ELECTRICAL EASEMENT
5. PARKING HOV 3+ HIGH PACEWAY CLASHAWAY PER CITY 1999 APPROPRIATE TURN RADIUS SPECIFICATIONS: 57' OUTSIDE AND 37' INSIDE
6. 8'-0" WIDE PAVED PEDESTRIAN BODILY PER CITY DESIGN STANDARDS
7. NEW 30'-0" WIDE ONE-WAY ENTRANCE/EXIT AT GOLF COURSE CLUB HOUSE PARKING LOT
8. 30'-0" MINIMUM TWO-WAY DRIVEWAY
9. GOLF CLUB HOUSE PARKING: 10' x 6' PARKING SPACES
10. NEW RESIDENTIAL TOWN HOME MAXIMUM LOT COVERAGE = 50% TYPICAL FOOTPRINT PER UNIT = 1,744 SQ FT TYPICAL LOT SIZE: 108' x 32' = 3,488 SQ FT MAXIMUM BUILDING HEIGHT = 32'-0" MINIMUM FRONT YARD SETBACK = 10'-0" MINIMUM REAR YARD SETBACK = 20'-0" MINIMUM SIDE YARD SETBACK = 5'-0" MINIMUM PARKING = 2 SPACES PER DWELLING UNIT (NOTE: ALL UNITS CONTAIN 2-CAR GARAGE PARKING IN ADDITION TO DRIVEWAY PARKING)
11. 10' RADIUS EMERGENCY VEHICLE ACCESS AT TURNAROUND FOR OR-40 AND PRIVATE ROADWAY
12. HARDSHIP ADA PARKING INCLUDING PUSHER PARKING BLANKET, 8' WIDE SHARP AND PAINTED TURNING RADIUS REQUIREMENTS OF WAC 51-08 AND INTERNATIONAL BUILDING CODE

LANDSCAPED AREA



OVERALL ARCHITECTURAL SITE PLAN
1" = 50'-0"



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ARCHITECTS, P.S.
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Richland WA 99354
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f: 509. 943. 1796
www.archibald.com

P-U-D
SUBMITTAL
REVIEW

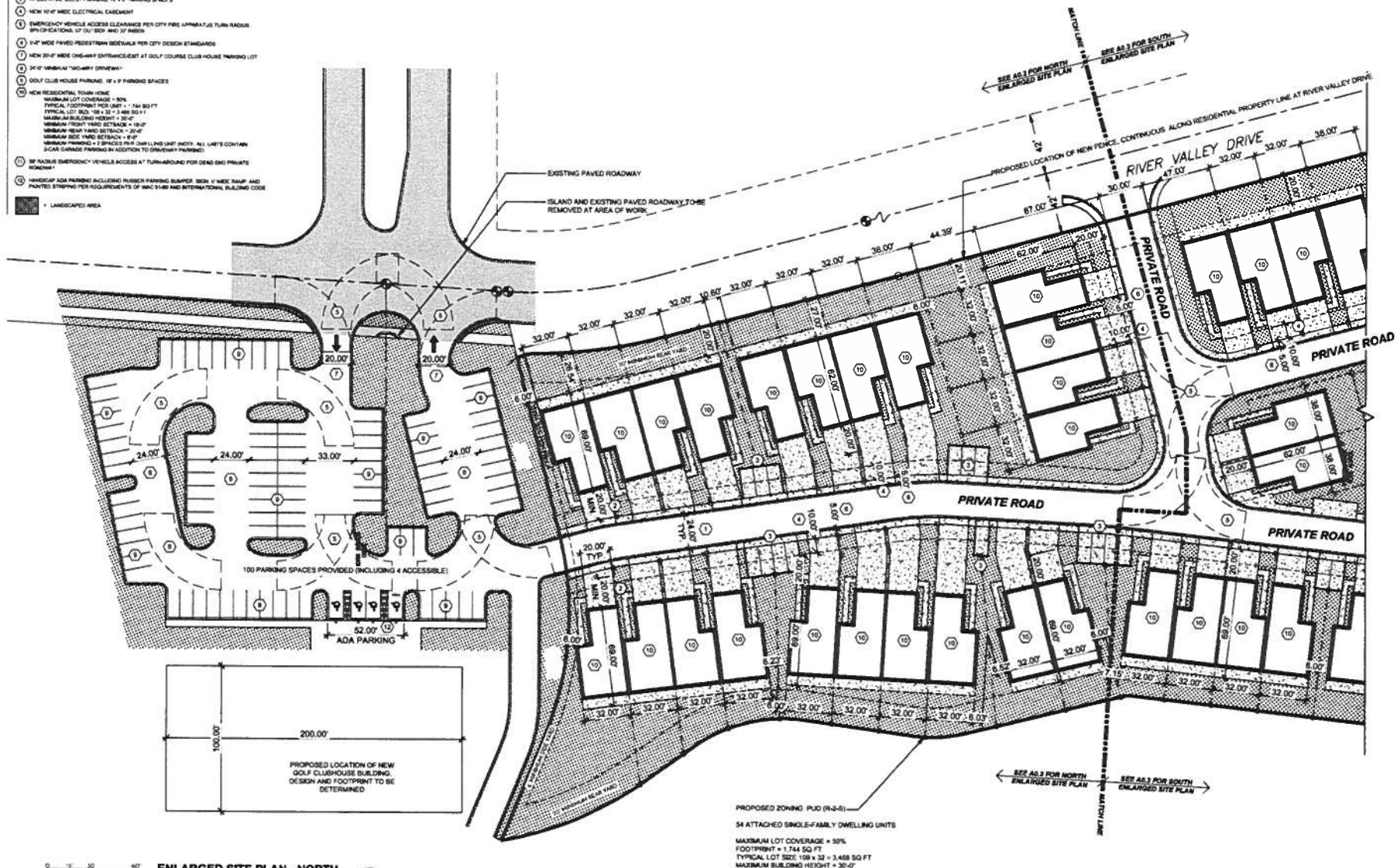
HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

OVERALL ARCHITECTURAL
SITE PLAN

CAD FILE:
4918A0001_5P.dwg
DESIGNED: JAA/KAS
DRAWN: KAS
CHECKED:
DATE: 2020.Dec.18
REVISION:

DRAWING:
A0.1

7. 30'-0" WIDE PRIVATE DRIVE
8. 20'-0" DEEP RESIDENTIAL DRIVEWAY - TYPICAL
9. 10'-0" MINIMUM GUEST PARKING, 10' x 7' PARKING SPACES
10. 30'-0" WIDE MEV ELECTRICAL CABINET
11. EMERGENCY VEHICLES ALLOW CLEARANCE PER CITY FIRE DEPARTMENT TURN RADIUS
FOR OPERATIONS OF 30' SIDE AND 10' BEHIND
12. 30'-0" WIDE PRIVATE DRIVEWAY PER COMMERCIAL PER CITY DESIGN STANDARDS
13. 20'-0" WIDE 10'-0" HIGH ENTRANCE CANTILEVER AT GOLF COURSE CLUB HOUSE PARKING LOT
14. 30'-0" MINIMUM "WALKWAY DRIVEWAY"
15. GOLF CLUB HOUSE PARKING, 10' x 7' PARKING SPACES
16. MINIMUM DRIVEWAY, 30'-0" WIDE
MINIMUM LOT COVERING = 30' x 30'
TYPICAL FOOTPRINT PER UNIT = 1,740 SQ FT
TYPICAL LOT AREA = 10,800 SQ FT
MINIMUM BUILDING HEIGHT = 20'-0"
MINIMUM FRONT YARD SETBACK = 20'-0"
MINIMUM REAR YARD SETBACK = 20'-0"
MINIMUM SIDE YARD SETBACK = 20'-0"
MINIMUM DRIVEWAY SETBACK = 20'-0"
MINIMUM DRIVEWAY = 20'-0" WIDE PER 30' x 30' LOT UNIT (ONLY, ALL UNITS COMPLY
WITH MINIMUM PARKING REQUIREMENTS (SEE PREVIOUS PAGE))
17. 30' MAXIMUM DRIVEWAY VEHICLES ALLOW AT TURNAROUND FOR DEAD END DRIVEWAY
18. LANDSCAPE AREA PARKING INCLUDING PARKING BARRIER, 30' x 7' WIDE TRAMP
AND PARKING STRIPPER PER REQUIREMENTS OF IAGC 3.1-8.6 AND INTERNATIONAL BUILDING CODE



ENLARGED SITE PLAN - NORTH
1" = 30'-0"

$$1^\circ = 30' - 0''$$

PROPOSED ZONING: PUD (R-2-S)

\$4 ATTACHED SINGLE-FAMILY DWELLING UNITS

MAXIMUM LOT COVERAGE = 30%
FOOTPRINT = 1,744 SQ. FT.
TYPICAL LOT SIZE: 108 x 32 = 3,456 SQ. FT.
MAXIMUM BUILDING HEIGHT = 30'-0"



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P-U-D
SUBMITTAL
REVIEW

HJBT, LLC
PLANNED UNIT DEVELOPMENT
2800 CLUBHOUSE LANE | RICHLAND, WA

ENLARGED SITE PLAN -
NORTH

CAD FILE:	018AC001_SP.dwg
DESIGNED:	JIAKAS
DRAWN:	KAS
CHECKED:	
DATE:	2020.Dec.17
REVISION:	

DRAWING:
A0.2



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-55, Authorizing an Interlocal Agreement with the Richland School District for the Chief Joseph Middle School Irrigation Well Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-55

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-55, authorizing the City Manager to sign and execute an interlocal agreement with the Richland School District for an irrigation well at the Chief Joseph Middle School campus as provided therein.

Summary:

The Richland School District (RSD) owns, operates and maintains school facilities that include irrigated landscaping and playfields. After the City's parks, the RSD playfields are the largest turf areas in the City. Most of RSD's facilities rely on potable water supplied by the City of Richland to irrigate the landscaping and playfields. Irrigation demands are the primary factor that consumes the City's treated water capacity. Large turf areas, typically consisting of city parks or school sites or a combination of both, have been identified as opportunities to cost-effectively develop alternative non-potable irrigation supplies. Developing these non-potable irrigation supplies is extremely beneficial to the City because it reduces peak demand on the City's treated water sources. Owners of large turf areas also benefit by the provision of a less expensive irrigation water supply.

The City holds Washington State-issued seasonal water rights that enable the construction of water wells in the city for irrigation purposes. The City of Richland and the Richland School District identified the Chief Joseph Middle School campus as the next good opportunity to construct a well for irrigation purposes to implement the described advantages for each party. The City of Richland has already constructed the well, but additional improvements are necessary in order to render the well operational.

RCW 39.34 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities to provide services and facilities. The proposed interlocal agreement will create an equal partnership between the City and RSD to fund the remaining improvements needed to render the irrigation well operational for the benefit of the Chief Joseph Middle School campus. Once the project is complete, the City will assume maintenance responsibility for the new well and RSD will enroll in the irrigation service program described in Title 18 RMC. Further, RSD will pay the service rates established in the Richland Municipal Code for irrigation water.

Staff recommends adoption of Resolution No. 2023-55.

Fiscal Impact:

No additional fiscal impact on the City is anticipated under this agreement since the well has already been constructed with Water Fund revenues. RSD will fund the remaining improvements necessary, after which the parties will reconcile the total project expenses to realize an overall equal funding partnership.

Attachments:

- I. Resolution No. 2023-55

RESOLUTION NO. 2023-55

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE
CITY OF RICHLAND AND THE RICHLAND SCHOOL DISTRICT
FOR THE CHIEF JOSEPH MIDDLE SCHOOL IRRIGATION WELL
PROJECT.**

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34 RCW, provides for interlocal cooperation between governmental agencies to provide services and facilities; and

WHEREAS, the Richland School District (“School District”) owns, operates and maintains school facilities that include irrigated landscaping and play fields; and

WHEREAS, most of the School District’s facilities rely on water supplied by the City to sustain landscaping and play fields; and

WHEREAS, both the School District’s and the City’s best interests are served by deploying the most efficient water resources to supply the School District’s irrigation needs; and

WHEREAS, the City holds Washington State-issued water rights that enable the construction of water wells in the City for irrigation purposes; and

WHEREAS, irrigation water from these wells can be provided at a lower cost than the treated potable water currently supplied to some school properties; and

WHEREAS, the use of well water for irrigation reduces the demand on the City’s treated potable water sources and extends their useful life; and

WHEREAS, the City and School District have identified the Chief Joseph Middle School campus as a prime opportunity to construct a well for irrigation purposes to implement the described advantages for each party.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an interlocal agreement with the Richland School District, in substantially the form provided in the attached **Exhibit A**, for the Chief Joseph Middle School Irrigation Well Project.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

INTERLOCAL COOPERATION AGREEMENT**Between****CITY OF RICHLAND****And****RICHLAND SCHOOL DISTRICT***Re: Irrigation Well Development at Chief Joseph Middle School*

THIS INTERLOCAL AGREEMENT (hereafter “Agreement”) is made and entered into this ____ day of _____ (the “Effective Date”) by and between the **City of Richland**, a Washington municipal corporation with service at 625 Swift Blvd., Richland, WA 99352 (hereinafter “the City”) and the **Richland School District**, a political subdivision of the State of Washington with service at 6972 Keene Road, West Richland, WA 99353 (hereinafter “School District”). The City and School District are herein referred to individually as a “Party” and collectively as the “Parties.”

I. Recitals

WHEREAS, the Richland School District owns, operates and maintains school facilities that include irrigated landscaping and playfields; and

WHEREAS, most of the School District’s facilities rely on water supplied by the City to sustain the landscaping and playfields; and

WHEREAS, both the School District’s and the City’s best interests are served by deploying the most efficient water resources to supply the School District’s irrigation needs; and

WHEREAS, the City holds Washington State-issued water rights that enable the construction of water wells at or near School District properties for the purpose of supplying irrigation water to the school site; and

WHEREAS, irrigation water from these wells can be provided at lower cost than the treated potable water currently supplied to some school properties; and

WHEREAS, use of well water for irrigation reduces the demand on the City’s treated potable water sources and extends their useful life; and

WHEREAS, the City and School District have identified the Chief Joseph Middle School campus as a good opportunity to construct a well for irrigation purposes to implement the described advantages for each party.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

II. Agreement

1. PURPOSE

The purpose of this Agreement is to identify the responsibilities and cost-sharing obligations of the City and the School District regarding constructing, equipping and commissioning a water well on the Chief Joseph Middle School campus for irrigation purposes.

2. ADMINISTRATION

The Richland City Manager or designee and the Richland School District Superintendent or designee will administer this Agreement on behalf of each Party, and will be responsible for:

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

3. DUTIES AND OBLIGATIONS OF THE SCHOOL DISTRICT

- a. The City has constructed a water well, utilizing its State-issued water right, to enable non-potable irrigation service to the Chief Joseph Middle School campus (the "Well"). Within twelve (12) months of execution of this Agreement, the School District shall equip the Well in accordance with City specifications to provide a complete water delivery system.
 - i. The equipment provided by the School District shall include, at a minimum: a pitless adapter well head, submersible pump and electric motor, electric service equipment as required by the City's Energy Services Department, electrical starting and control equipment, a suitable shelter for the electrical control equipment, and any accessory equipment necessary to complete the installation.
 - ii. The School District will prepare a site plan and equipment specification package for review by the City prior to purchasing and installing any equipment.
 - iii. The School District shall obtain all necessary permits and approvals and shall act as project manager for the equipment installation and startup of the Well.
- b. The School District agrees to promptly provide the City with start and end of season water use data upon request.
- c. The School District agrees to pay irrigation service charges to the City to cover the ongoing operation and maintenance of the Well. The charges will be as defined and administered in Title 18 of the Richland Municipal Code (RMC) for irrigation service, as the same exists now or as hereafter amended.
- d. The School District shall connect its landscape irrigation systems on the Chief Joseph Middle School campus to the Well and shall disconnect landscape irrigation systems on the playfield and playground from potable water service.

- i. The School District shall document compliance with Section 3.d. through as-built record drawings submitted to the City within six (6) months of system activation.
 - ii. The School District may maintain facilities capable of activating irrigation service from the City's potable water system to act as an emergency supply alternative in cases of equipment failures at the Well. Such facilities shall be subject to the City's cross control regulations and may only be activated with City approval. A domestic water service meter shall be required for all domestic water used for irrigation purposes.
- e. Within ninety (90) days of the Effective Date of this Agreement, the School District shall execute and record an easement in favor of the City for the Well, wellhouse, and related facilities. Prior to execution, the easement must be reviewed and approved by City. The easement shall expressly grant the City unobstructed access to the Well site for all purposes associated with operating and maintaining the Well.
 - f. The School District shall be responsible for fifty percent (50%) of the capital costs of constructing, equipping, and commissioning the Well. Eligible costs shall include engineering, materials, labor, and equipment to complete the work described herein. In the event the City's capital costs as described herein exceed the School District's expenses to complete the Well installation and achieve startup as described herein, a "true-up" will occur whereby the School District shall pay the City an amount sufficient to achieve its fifty percent (50%) share of the total cost of constructing, equipping and commissioning the Well.

4. DUTIES AND OBLIGATIONS OF THE CITY

- a. Once the Well is fully commissioned, the City shall operate, maintain, repair and/or replace pump, valves, piping, and electrical equipment at the Well consistent with its operation of all municipal water facilities.
- b. The City shall operate and maintain the Well system and distribution pipeline up to the point of delivery. The point of delivery shall be defined as the gate valve downstream of the pump, prior to the School District connection at the flow meter and master valve.
- c. Except in the limited circumstance identified in Section 4.c. below, and regardless of which entity purchased the materials/equipment, the City shall assume and/or retain ownership of the Well and all pumps, valves, piping, and electrical equipment, and the associated water right.
- d. The City does not warrant the reliability of the irrigation supply or the quality of the well water. The irrigation supply may be interrupted or discontinued if conditions beyond the City's control significantly impact or eliminate the cost-effectiveness of providing the service. In the case of circumstances which limit the available quantity and quality of water to the point of it being unsuitable for continued service, or in the case of a regulatory ruling that the City is not authorized to continue use of the Well, the School District may obtain irrigation water service from the City's potable water system. Additionally, if the City permanently discontinues service from the Well within ten (10) years of execution of this Agreement, the

School District may salvage the District-supplied equipment from the Well.

- e. The City's costs of service will be covered through the School District's payment of irrigation service charges pursuant to Title 18 of the Richland Municipal Code (RMC) for irrigation service, as the same exists now or as hereafter amended.
- f. The City shall be responsible for fifty percent (50%) of the capital costs of constructing, equipping, and commissioning the water well. As of the date of this Agreement, the City has expended \$156,239.92 to design, construct, and test the Well. In the event the School District's capital costs for the project exceed the City's expenses, a "true-up" will occur whereby the City shall pay the School District an amount sufficient to achieve its fifty percent (50%) share of the total cost of constructing, equipping and commissioning the Well.

5. REPRESENTATION, WARRANTIES, AND INDEMNITIES

- a. Each Party warrants to the other that it has the authority to enter into this Interlocal Agreement pursuant to RCW 39.94.030(2). Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the Parties identified above their respective signatures.
- b. Each Party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from negligent or intentional acts or omissions of that Party's employees or agents while performing this Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each Party.

6. DURATION OF AGREEMENT & TERMINATION

Upon final and complete execution by all Parties, this Agreement shall be effective as of the date first written above and shall continue in full force and effect unless or until terminated by either Party upon 180 days' written notice. Ownership of the asset(s) shall be as described in Section 2.

7. PARTIAL INVALIDITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement which should prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions herein, and such other provisions shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

8. NO THIRD PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants or agreements herein, nor to give to any such third party a cause of action (as a third party beneficiary or otherwise) on account of non-performance hereunder.

9. ASSIGNABILITY

The rights, duties and other obligations of either Party to this Agreement may not be assigned to any third party without the prior written consent of the other Party.

10. ENTIRE AGREEMENT

This Agreement and any amendments thereto mutually agreed to by the Parties constitutes the entire Agreement between the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties. While either Party may request changes to this Agreement, only those amendments reduced to writing and duly executed by both Parties shall be binding.

11. DISPUTE RESOLUTION

The Parties intend to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, the Parties agree to first submit the dispute to non-binding mediation/dispute resolution before resorting to litigation.

12. JURISDICTION, APPLICABLE LAW VENUE

All questions related to this Agreement shall be resolved under the laws of the State of Washington. In the event that either Party deems it necessary to institute legal action arising from this Agreement, such action shall be initiated in Benton County Superior Court.

13. NOTICES

All notices and demands shall be in writing and sent to the Parties at their address below:

Richland School District:

Richland School District

Attn: Superintendent

6972 Keene Road

West Richland, WA 99353

City of Richland:

City of Richland

Attn: City Manager

625 Swift Blvd

Richland WA, 99352

14. FILING OF AGREEMENT

This Agreement shall be posted on at least one Party's website as provided in RCW 39.34.040. Either Party may choose to record this Agreement at its own expense, but recordation is not required.

15. EVIDENCE OF AUTHORITY

Upon execution of this Agreement, each Party shall provide the other Party with a certified copy of the resolution, ordinance, or other evidence of legislative action taken to execute this Agreement consistent with RCW 39.34.030(2).

16. NO SEPARATE LEGAL ENTITY

By this Agreement, the Parties do not intend to form a separate legal entity to conduct the cooperative undertaking. Ownership of all property under this Agreement will occur consistent with Section 2. herein.

[Signature page to follow]

IN WITNESS WHEREOF said Parties have caused this Agreement to be signed by the duly authorized officials on the day and year first written above.

CITY OF RICHLAND, WASHINGTON

RICHLAND SCHOOL DISTRICT

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____
Shelley Redinger
Superintendent

Attest:

Attest:

Jennifer Rogers
City Clerk

Richard Krasner
Executive Director of Operations

Approved as to form:

Approved as to form:

Heather Kintzley
Richland City Attorney

Galt Pettett
General Counsel



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-58, Authorizing a Domestic Water Latecomer Agreement with Michael Grimes for Allenwhite Drive

Department/Office
Public Works

Ordinance/Resolution Number:
2023-58

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-58, authorizing the City Manager to sign and execute a latecomer agreement with Michael Grimes for water utilities installed in Allenwhite Drive.

Summary:

On May 18, 2021, Richland City Council passed Ordinance No. 11-21, authorizing the annexation of approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive. Michael Grimes, the owner of 1061 and 1063 Allenwhite Drive, was the lead applicant for the annexation. The primary purpose of the annexation was to become eligible for city utility services.

As a condition of annexation, the City required that the properties be served by a new fire hydrant connected to the City's domestic water system. Michael Grimes, as lead applicant, completed construction of a water pipeline and a fire hydrant in Allenwhite Drive to satisfy the annexation conditions. The fire hydrant will benefit both Mr. Grimes' properties and the adjacent properties included in the annexation.

Chapter 35.91 RCW and Chapters 3.10 and 18.34 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities. The proposed latecomer agreement was drafted in accordance with applicable codes and has been reviewed and accepted by Mr. Grimes. Under the terms of the agreement, when one of the named properties seeks a permit from the City to connect to the utilities installed by Mr. Grimes, a latecomer assessment will be added to the permit fees and passed on to Mr. Grimes. The latecomer agreement does not require the City to pay Mr. Grimes out of city funds, only those funds that are assessed against named properties. The agreement will remain in effect for twenty (20) years.

Staff recommends adoption of Resolution No. 2023-58.

Fiscal Impact:

The proposed latecomer agreement will have no fiscal impact on the City. The agreement commits the City to collect and reimburse construction costs to the developer, Michael Grimes, from future developers and home builders who may connect to the water system or draw a development permit.

Attachments:

1. Resolution No. 2023-58
2. Proposed Latecomers Agreement - Michael Grimes

RESOLUTION NO. 2023-58

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A WATER LATECOMER AGREEMENT WITH
MICHAEL GRIMES.**

WHEREAS, on May 18, 2021, Richland City Council passed Ordinance No. 11-21, authorizing the annexation of approximately 3.63 acres of land located at 1061, 1063, 1065, 1043 and 1049 Allenwhite Drive; and

WHEREAS, Michael Grimes (hereinafter “Developer”) was the lead applicant for the annexation as a means to receive city services; and

WHEREAS, as a condition of annexation, the City required Developer to construct and dedicate a water main and fire hydrant as part of the City’s domestic water system; and

WHEREAS, in accordance with city standards, Developer constructed a water main and a fire hydrant in Allenwhite Drive to benefit his property; and

WHEREAS, the fire hydrant will also benefit the adjacent properties included in the annexation; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 18.34 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, the domestic water main and fire hydrant constructed by Developer have been approved and accepted as a city facility; and

WHEREAS, the City has established an assessment reimbursement area based on the feasible service area for the new water infrastructure that is comprised of the annexed properties; and

WHEREAS, Developer seeks reimbursement for a portion of the costs of constructing the water main and fire hydrant that benefit both his property and the properties in the assessment reimbursement area; and

WHEREAS, the City is willing to facilitate reimbursement sought by Developer as part of its strategy to promote cost-effective infrastructure construction necessary to service development.

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 Water Latecomer Agreement with Michael Grimes for the construction and dedication of a water main and fire hydrant on Allenwhite Drive.

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 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

WHEN RECORDED RETURN TO:

**City of Richland
City Clerk
625 Swift Blvd., MS-07
Richland, WA 99352**

RICHLAND MUNICIPAL DOMESTIC WATER LATECOMER AGREEMENT

**Parcel ID Nos: 1-2398-300-0006-000 1-2398-301-3110-001
1-2398-300-0004-000 1-2398-301-3110-002
1-2398-300-0003-000**

This Agreement is made this ____ day of _____, 2023, by and between the **City of Richland**, a Washington municipal corporation (hereinafter “City”) with service at 625 Swift Blvd., Richland, WA 99352, and **MICHAEL GRIMES**, an individual, with service at 1061 Allenwhite Drive, Richland, WA 99352 (hereinafter “Developer”). City and Developer are referred to collectively herein as the “Parties.”

I. Recitals

WHEREAS, as a condition of annexation, City required Developer to construct and dedicate a water main and fire hydrant as part of the City’s domestic water system; and

WHEREAS, in accordance with City standards, Developer constructed a water main and a fire hydrant in Allenwhite Drive to benefit his property; and

WHEREAS, the fire hydrant will also benefit the adjacent properties listed above and referenced in Section 2. of this Agreement; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 18.34 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, the domestic water main and fire hydrant constructed by Developer has been approved and accepted by City as a city facility; and

WHEREAS, City agrees to bear all future maintenance and operation costs of said water main and hydrant; and

WHEREAS, the Parties agree on an assessment reimbursement area based on the feasible service area for the new water infrastructure that is comprised of the above-referenced parcels; and

WHEREAS, the actual construction cost of the infrastructure was \$24,047.17; and

WHEREAS, consistent with state law, Developer seeks reimbursement for a portion of the costs of constructing the water main and fire hydrant that benefit both his property and the properties in the assessment reimbursement area; and

WHEREAS, City is willing to facilitate reimbursement sought by Developer as part of its strategy to promote cost-effective infrastructure construction necessary to service development.

NOW THEREFORE, in consideration of Developer's constructing and dedicating a water main and fire hydrant as part of the City's domestic water system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

II. Agreement

1. Incorporation of recitals.

The recitals set forth above are incorporated herein by reference and are explicitly made a part of this Agreement.

2. Assessment Reimbursement Area.

The properties included in the assessment reimbursement area are as follows:

Parcel ID Nos: 1-2398-300-0006-000 1-2398-301-3110-001
1-2398-300-0004-000 1-2398-301-3110-002
1-2398-300-0003-000

These five (5) parcels comprise the assessment reimbursement area for the new infrastructure as described in RMC 3.10.040.

3. Benefit from City utility extension.

City hereby agrees that the properties included in the assessment reimbursement area will benefit from the proximity of the new fire hydrant. The adjoining properties' fair prorated share of the cost for construction of the water main and hydrant is as determined herein. At the time of initial connection to the City's domestic water system by a property included in the assessment reimbursement area, the entire amount owed under by the parcel, as identified in this Agreement, shall be assessed.

4. Determination of fair share.

The total cost of the infrastructure shall be divided on a per lot basis between the parcels in the assessment reimbursement area. Three (3) parcel assessments are \$0.00 because Developer received payment prior to execution of this Agreement.

The assignment of costs under this Agreement shall be as follows:

Total construction cost of water main & hydrant: \$24,047.17

Number of benefitting properties: 5

$\$24,047.17 / 5 = \$4,809.43$ per lot

Consistent with this assessment method, the assessed amount for each parcel subject to this Agreement is as follows:

1. 1-2398-300-0006-000 (1065 Allenwhite) = \$0.00 (Paid Developer directly)
2. 1-2398-300-0004-000 (1049 Allenwhite) = \$4,809.43
3. 1-2398-300-0003-000 (1043 Allenwhite) = \$4,809.43
4. 1-2398-301-3110-001 (1061 Allenwhite) = \$0.00 (Paid by Developer)
5. 1-2398-301-3110-002 (1063 Allenwhite) = \$0.00 (Paid by Developer)

The unpaid amounts of these assessments shall be subject to inflation, applied on January 1 of each year and based on the consumer price index – Seattle urban wage and clerical workers (CPI-W) July through June.

5. Repayment.

City hereby agrees that the properties identified in the assessment reimbursement area will not be authorized to connect to the City's public water system and/or receive a development permit without first paying to the City, in addition to any and all other costs and charges made and assessed for such use, the parcel owner's fair prorated share of the cost for construction of the water facility as described above.

City will pay to the Developer within sixty (60) days after receipt, any sums received pursuant to this Agreement during the term of this Agreement. No transfer or assignment of the right to receive any such payments shall be binding upon the City unless it has received notice in writing of such transfer or assignment, and any such payment to Developer or other persons shown in the City records as entitled to receive such payment before receipt of such notice shall discharge the City of its obligation under this paragraph to the extent of such payment.

6. Term.

This Agreement shall continue in force and effect for a maximum of twenty (20) years from the date this Agreement is executed, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer. This Agreement does not obligate City to reimburse Developer with city funds. The extent of City's involvement is to deny connection to the City's public water system until the assessment described

in this Agreement is paid in full. City has no control over when or whether a property in the assessment reimbursement area will seek connection to the City's public water system.

7. Required Notifications.

Pursuant to RCW 35.91.020(6), every two (2) years from the date of execution of this Agreement, Developer shall provide the City with information, in writing, regarding the current name, address, and telephone number of the person, company, or partnership that originally entered into this Agreement. If the Developer fails to comply with the notification requirements within sixty (60) days of the specified time, then City may collect any reimbursement funds owed to Developer under this Agreement. Such latecomer fees collected will be deposited in the City's capital fund. Such notice must be received by the City within sixty (60) days of the time specified in this Section, and shall be directed as follows:

City of Richland
Attn: Public Works Director
625 Swift Blvd., MS-26
Richland, WA 99352

8. Recording.

This Agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor pursuant to RCW 35.91.020. This Agreement shall also be recorded against each parcel number listed on Page 1 of this Agreement.

9. Governing Law/Forum Selection.

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

10. Severability.

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

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF RICHLAND

DEVELOPER

Jon Amundson, ICMA-CM
City Manager

Michael Grimes, Developer

ACKNOWLEDGEMENT

STATE OF WASHINGTON)

: ss.

County of Benton)

I certify that I know or have satisfactory evidence that **JON AMUNDSON** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as the **City Manager** of the **City of Richland**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2023.

Seal

Signature

Print Name: _____

Notary Public in and for the State of Washington.

Residing at: _____, Washington

My appointment expires _____.

STATE OF WASHINGTON)
 : ss.
County of Benton)

I certify that I know or have satisfactory evidence that **MICHAEL GRIMES** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as the **property owner and developer**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2023.

Seal

Signature

Print Name: _____

Notary Public in and for the State of Washington.

Residing at: _____, Washington

My appointment expires _____.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-59, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the 2023 Microsurfacing Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-59

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-59, authorizing the City Manager to sign and execute an agreement with Intermountain Slurry Seal, Inc. for the 2023 Microsurfacing Project.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"). The Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces. In keeping with the City's practice to rotate the program through three (3) areas of the City, this year's Program will mostly be conducted south of the Yakima River.

This year, as in years past, the Program includes a project using a microsurfacing technique to resurface arterial and collector streets. The microsurfacing technique applies a thin layer of asphalt and rock to extend the life of pavement surfaces. All project development and design work required to advance this year's microsurfacing project to construction is complete, and bids were solicited in accordance with the City's purchasing policies. Of the three (3) bids received and opened on March 28, 2023, Intermountain Slurry Seal, Inc. submitted the lowest responsible bid, which was closely aligned with the engineer's estimate.

The project scope includes resurfacing segments of Columbia Park Trail. Some segments of Columbia Park Trail remain under Benton County jurisdiction. Staff from both agencies worked under the authority of an existing interlocal agreement to include resurfacing of Benton County segments in the City's project. Benton County will reimburse the City for this work, valued at approximately \$40,000.

Work will occur this summer with precise scheduling to be determined in dialog with the contractor.

Staff recommends adoption of Resolution No. 2023-59.

Fiscal Impact:

The 2023 Capital Improvement Plan approved \$2,995,000 in the Pavement Preservation Program. This budget allows for full funding of the 2023 Microsurfacing Project, which is estimated at \$1,350,000 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2023-59
2. 2023 Microsurfacing - ITB 23-0010
3. Vicinity Map

RESOLUTION NO. 2023-59

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO INTERMOUNTAIN
SLURRY SEAL, INC. FOR THE 2023 MIRCOSURFACING PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the “Program”); and

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

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with three (3) bids received and opened on March 28, 2023; and

WHEREAS, Intermountain Slurry Seal, Inc. submitted the lowest responsible bid of the three (3) bids received; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Intermountain Slurry Seal, Inc. in the amount of \$1,191,000.00, and to execute change orders in an aggregate amount not to exceed \$120,000 as needed to fulfill the 2023 Microsurfacing Project’s design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 28, 2023	ITB #	23-0010
2023 MICROSURFACING			

ENGINEER'S ESTIMATE	INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	VSS INTERNATIONAL, INC W. SACRAMENTO, CA
Unit Price	Unit Price	Unit Price
Total Price	Total Price	Total Price

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule A Base Bid									
1	Mobilization.	1	LS	\$100,000.00	100,000.00	50,000.00	50,000.00	17,700.00	17,700.00
2	SPCC plan.	1	LS	\$1,000.00	1,000.00	2,500.00	2,500.00	3,780.00	3,780.00
3	Project temporary traffic control.	1	LS	\$120,000.00	120,000.00	127,845.02	127,845.02	280,899.88	280,899.88
4	Portable changeable message sign.	960	HR	\$8.00	7,680.00	5.00	4,800.00	6.48	6,220.80
5	Tree Trimming	1	LS	\$5,000.00	5,000.00	1,500.00	1,500.00	6,318.00	6,318.00
6	Roadway surveying.	1	LS	\$15,000.00	15,000.00	15,000.00	15,000.00	12,657.60	12,657.60
7	Micro-surfacing, Type III.	149,174	SY	\$4.25	633,989.50	4.50	671,283.00	3.75	559,402.50
8	Temp pavmnt markings - short duration.	237,658	LF	\$0.20	47,531.60	0.16	38,025.28	0.15	35,648.70
9	Plastic line.	100,729	LF	\$1.00	100,729.00	0.80	80,583.20	0.79	79,575.91
10	Plastic wide lane line.	54,072	LF	\$1.25	67,590.00	1.25	67,590.00	1.16	62,723.52
11	Plastic stop line (preformed).	227	LF	\$10.00	2,270.00	9.00	2,043.00	8.86	2,011.22
12	Plastic crosswalk line (preformed).	4,448	SF	\$7.50	33,360.00	7.00	31,136.00	6.64	29,534.72
13	Plastic traffic arrow (preformed).	54	EA	\$110.00	5,940.00	123.00	6,642.00	116.10	6,269.40
14	Plastic bicycle symbol (preformed).	65	EA	\$165.00	10,725.00	200.00	13,000.00	192.24	12,495.60
15	Railroad crossing symbol	2	EA	\$900.00	1,800.00	1,000.00	2,000.00	945.00	1,890.00
16	Removing plastic line.	141,289	LF	\$0.25	35,322.25	0.20	28,257.80	0.18	25,432.02
17	Removing crosswalk & stop bar.	4,760	SF	\$1.50	7,140.00	1.50	7,140.00	1.40	6,664.00
18	Removing plastic traffic markings (incl RR)	25	EA	\$55.00	1,375.00	86.00	2,150.00	81.00	2,025.00

Schedule A Base Bid TOTAL \$1,196,452.35 \$1,151,495.30 \$1,151,248.87

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Schedule B BenCo on CPT									
1	Mobilization.	1	LS	\$3,500.00	3,500.00	2,500.00	2,500.00	1,594.00	1,594.00
2	Project temporary traffic control.	1	LS	\$5,000.00	5,000.00	5,000.00	5,000.00	6,470.00	6,470.00
3	Micro-surfacing, Type III.	7,271	SU	\$4.25	30,901.75	2.50	18,177.50	3.75	27,266.25
4	Temp pavmnt markings - short duration.	10,506	LF	\$0.20	2,101.20	0.30	3,151.80	0.27	2,836.62
5	Plastic line.	3,502	LF	\$1.00	3,502.00	0.90	3,151.80	0.86	3,011.72
6	Plastic wide lane line.	3,502	LF	\$1.25	4,377.50	1.30	4,552.60	1.24	4,342.48
7	Removing plastic line.	5,942	LF	\$0.25	1,485.50	0.50	2,971.00	0.43	2,555.06

Schedule B BenCo on CPT TOTAL \$50,867.95 \$39,504.70 \$48,076.13

SCHEDULES A & B TOTAL \$1,247,320.30 \$1,191,000.00 \$1,199,325.00

City of Richland

DATE BIDS OPENED:	March 28, 2023	ITB #	23-0010
2023 MICROSURFACING			

ONE WAY TRIGGER, LLC
SACRAMENTO, CA

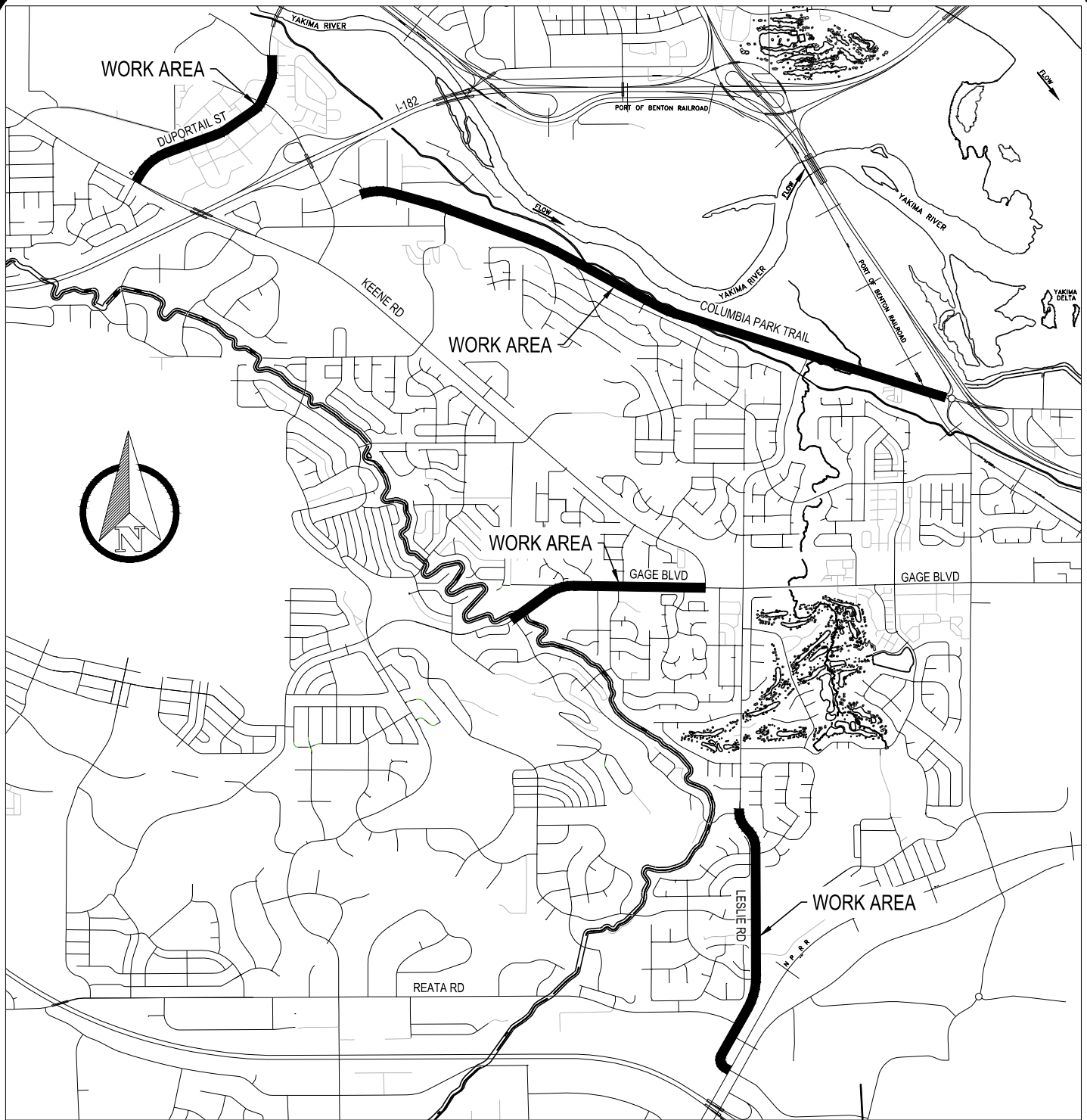
Item	Description	Qty	Unit	Unit Price	Total Price
Schedule A Base Bid					
1	Mobilization.	1	LS	230,000.00	230,000.00
2	SPCC plan.	1	LS	5,000.00	5,000.00
3	Project temporary traffic control.	1	LS	115,000.00	115,000.00
4	Portable changeable message sign.	960	HR	16.00	15,360.00
5	Tree Trimming	1	LS	13,000.00	13,000.00
6	Roadway surveying.	1	LS	24,500.00	24,500.00
7	Micro-surfacing, Type III.	149,174	SY	3.40	507,191.60
8	Temp pavmnt markings - short duration.	237,658	LF	0.20	47,531.60
9	Plastic line.	100,729	LF	0.90	90,656.10
10	Plastic wide lane line.	54,072	LF	1.30	70,293.60
11	Plastic stop line (preformed).	227	LF	10.00	2,270.00
12	Plastic crosswalk line (preformed).	4,448	SF	7.50	33,360.00
13	Plastic traffic arrow (preformed).	54	EA	130.00	7,020.00
14	Plastic bicycle symbol (preformed).	65	EA	200.00	13,000.00
15	Railroad crossing symbol	2	EA	1,000.00	2,000.00
16	Removing plastic line.	141,289	LF	0.20	28,257.80
17	Removing crosswalk & stop bar.	4,760	SF	1.50	7,140.00
18	Removing plastic traffic markings (incl RR)	25	EA	90.00	2,250.00

Schedule A Base Bid TOTAL **\$1,213,830.70**

Item	Description	Qty	Unit	Unit Price	Total Price
Schedule B BenCo on CPT					
1	Mobilization.	1	LS	660.00	660.00
2	Project temporary traffic control.	1	LS	8,000.00	8,000.00
3	Micro-surfacing, Type III.	7,271	SU	3.40	24,721.40
	Temp pavmnt markings - short duration.	10,506	LF	0.30	3,151.80
	Plastic line.	3,502	LF	1.00	3,502.00
4	Plastic wide lane line.	3,502	LF	1.40	4,902.80
5	Removing plastic line.	5,942	LF	0.50	2,971.00

Schedule B BenCo on CPT TOTAL **\$47,909.00**

SCHEDULES A & B TOTAL **\$1,261,739.70**



VICINITY MAP

2023 MICROSURFACING

CONTRACT #23-0010

Legend	
++++	Railroad
—	City Road
●	Work Area
---	City Limit

DATE: 03-01-2023
 DRAWN BY: JC
 SCALE: NTS
 CAD DWG: 2023 ADA RAMPS/01_ENGINEERING/6.0 DRAWINGS/2023 ADA RAMPS_VMAP



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-60, Authorizing Award of Bid to One Way Trigger, LLC for the 2023 Slurry Seal Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-60

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-60, authorizing the City Manager to sign and execute an agreement with One Way Trigger, LLC for the 2023 Slurry Seal Project.

Summary:

The 2023-2028 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"). The Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces. In keeping with the City's practice to rotate the program through three (3) areas of the City, this year's Program will mostly be conducted south of the Yakima River.

Slurry seal is a resurfacing technique applied to local streets to extend their useful life at a low cost compared to asphalt resurfacing. All project development and design work required to advance this year's slurry seal project to construction is complete, and bids were solicited in accordance with the City's purchasing policies. Five (5) bids were received and opened on March 28, 2023, with One Way Trigger, LLC submitting the lowest responsible bid.

Work will occur this summer with the precise dates to be determined in dialog with the contractor.

Staff recommends adoption of Resolution No. 2023-60.

Fiscal Impact:

The 2023 Capital Improvement Plan approved \$2,995,000 in the Pavement Preservation Program. This budget allows for full funding of the 2023 Slurry Seal Project, which is estimated at \$750,000 including construction, contingency and construction management.

Attachments:

1. Resolution No. 2023-60
2. 2023 Slurry Seal - ITB 23-0009
3. 2023 Slurry Seal List

RESOLUTION NO. 2023-60

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING A CONSTRUCTION CONTRACT TO ONE WAY
TRIGGER, LLC FOR THE 2023 SLURRY SEAL PROJECT.**

WHEREAS, the 2023-2028 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the “Program”); and

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

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with five (5) bids received and opened on March 28, 2023; and

WHEREAS, One Way Trigger, LLC submitted the lowest responsible bid of the five (5) bids received; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with One Way Trigger, LLC in the amount of \$628,643.00, and to execute change orders in an aggregate amount not to exceed \$65,000 as needed to fulfill the 2023 Slurry Seal Project’s design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED:	March 28, 2023	ITB #	23-0009
2023 SLURRY SEAL			

				ENGINEER'S ESTIMATE		ONE WAY TRIGGER, LLC SACRAMENTO, CA		VSS INTERNATIONAL, INC W. SACRAMENTO, CA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Mobilization.	1	LS	\$60,000.00	60,000.00	43,000.00	43,000.00	12,802.50	12,802.50
2	SPCC Plan	1	LS	1,000.00	1,000.00	1,380.28	1,380.28	3,745.00	3,745.00
3	Project Temp Traffic Control	1	LS	25,000.00	25,000.00	21,650.00	21,650.00	60,380.63	60,380.63
4	Portable Changeable Message Sign	240	HR	15.00	3,600.00	6.85	1,644.00	26.75	6,420.00
5	Tree Trimming	1	LS	5,000.00	5,000.00	5,150.00	5,150.00	30,495.00	30,495.00
6	Type II Slurry Seal	206,847	SY	2.25	465,405.75	2.05	424,036.35	2.05	424,036.35
7	Type III Slurry Seal	42,452	SY	2.50	106,130.00	2.65	112,497.80	2.25	95,517.00
8	Removing Plastic Line	5,568	LF	0.50	2,784.00	0.40	2,227.20	0.86	4,788.48
9	Removing Plastic Xwalk/Stop Line	792	SF	7.50	5,940.00	2.85	2,257.20	1.98	1,568.16
10	Plastic Line (4")	5,022	LF	1.25	6,277.50	0.86	4,318.92	1.21	6,076.62
11	Plastic Xwalk Line (Preformed)	792	SF	9.00	7,128.00	9.00	7,128.00	7.49	5,932.08
12	Plastic Traffic Arrow	2	EA	150.00	300.00	402.00	804.00	160.50	321.00
13	Plastic Wide Lane Line (8")	927	LF	1.50	1,390.50	2.75	2,549.25	1.34	1,242.18
BASE BID TOTAL				\$689,955.75		\$628,643.00		\$653,325.00	

				BLACKLINE, INC VANCOUVER, WA		DOOLITTLE CONSTRUCTION, SNOQUALMIE, WA		INTERMOUNTAIN SLURRY RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Mobilization.	1	LS	17,500.00	17,500.00	60,000.00	60,000.00	50,000.00	50,000.00
2	SPCC Plan	1	LS	1,000.00	1,000.00	2,500.00	2,500.00	1,500.00	1,500.00
3	Project Temp Traffic Control	1	LS	25,604.89	25,604.89	42,262.23	42,262.23	51,000.00	51,000.00
4	Portable Changeable Message Sign	240	HR	7.00	1,680.00	5.00	1,200.00	10.00	2,400.00
5	Tree Trimming	1	LS	5,000.00	5,000.00	10,000.00	10,000.00	1,500.00	1,500.00
6	Type II Slurry Seal	206,847	SY	2.15	444,721.05	2.01	415,762.47	2.60	537,802.20
7	Type III Slurry Seal	42,452	SY	3.55	150,704.60	2.85	120,988.20	3.00	127,356.00
8	Removing Plastic Line	5,568	LF	0.50	2,784.00	0.35	1,948.80	0.85	4,732.80
9	Removing Plastic Xwalk/Stop Line	792	SF	2.75	2,178.00	2.50	1,980.00	2.00	1,584.00
10	Plastic Line (4")	5,022	LF	0.95	4,770.90	0.75	3,766.50	1.25	6,277.50
11	Plastic Xwalk Line (Preformed)	792	SF	9.00	7,128.00	8.00	6,336.00	7.50	5,940.00
12	Plastic Traffic Arrow	2	EA	400.00	800.00	350.00	700.00	160.00	320.00
13	Plastic Wide Lane Line (8")	927	LF	2.75	2,549.25	2.40	2,224.80	1.30	1,205.10
BASE BID TOTAL				\$666,420.69		\$669,669.00		\$791,617.60	

2023 SLURRY SEAL LIST

Sheet #	Street Name	Begin Location	End Location	Slurry Type	Garbage Day	Approx. Length (ft)	Avg. Width (ft)	Approx. Area (SY)	Pavement Markings (LF)	Crosswalk (SF)	Traffic Arrows (EA)
C1	DAWN HILL CT	END	HILLVIEW DR	2	MON	342	35	1728			
C1	OAK HILL CT	END	HILLVIEW DR	2	MON	342	35	1724			
C1	VIEW MEADOWS CT	END	LESLIE RD	2	MON	669	32	2711			
C1	BLUE HILL CT	END	HILLVIEW DR	2	MON	395	35	1933			
C1,C2	HILLVIEW DR	HIGH MEADOWS ST	LESLIE RD	2	MON	2176	35	8606			
C2	BELL MEADE CT	END	HIGH MEADOWS ST	2	MON	172	35	956			
C2,C3	HIGH MEADOWS ST	END	LESLIE RD	2	MON	2082	35	8433			
C3	INVERNESS CT	HIGH MEADOWS ST	END	2	MON	167	35	1039			
C3	ORCHARD CT	ORCHARD WAY	END	2	MON	222	35	1071			
C3,C4,C5	ORCHARD WAY	GREENVIEW DR	BARTLETT RD	2	MON	4110	35	16752			
C3,C5,C7,C9	PEACH TREE LN	LESLIE RD	GAGE BLVD	2	MON	2869	35	11590			
C4	GREENVIEW DR	ORCHARD WAY	SKY MEADOW AVE	2	MON	2800	35	11909			
C4	APRICOT AVE	ORCHARD WAY	NEWHAVEN LOOP	2	MON	263	35	1086			
C5	NEWHAVEN CT	END	NEWHAVEN LP	2	MON	223	35	1160			
C5	NEWHAVEN PL	END	NEWHAVEN LP	2	MON	661	36	3132			
C5	BARTLETT RD	NEWHAVEN LOOP	LESLIE RD	2	MON	749	35	3161			
C5,C6,C7	NEWHAVEN LOOP	MCINTOSH CT	PENNY ROYAL	2	MON	3119	36	12876			
C6	MCINTOSH CT	NEWHAVEN LP	END	2	MON	664	32	3154			
C6	NEWHAVEN LOOP	THYME CIRCLE	MCINTOSH CT	2	MON	1649	36	7643			
C6,C8	FIREROCK AVE	SKY MEADOW AVE	CUL DE SAC	2	MON	1134	36	4756			
C7	MINT LOOP	ROSEMARY ST	ROSEMARY ST	2	MON	669	28	2082			
C7	ROSEMARY ST	PENNY ROYAL AVE	END	2	MON	836	28	3061			
C7	VALMORE PL	NEWHAVEN LP	END	2	MON	718	32	3334			
C7,C8,C9	PENNY ROYAL AVE	FIREROCK AVE	GAGE BLVD	2	MON	1718	36	6852			
C8,C9	THYME CIR	PENNY ROYAL AVE	END OF LOOP	2	MON	1296	30	5237			
C9	SILVERWOOD DR	SILVERWOOD CT	KEENE RD	2	MON	743	24	2226			
C9	SILVERWOOD CT	SILVERWOOD DR	END	2	MON	366	24	1380			
C10	BROOKWOOD LOOP	BROOKWOOD AVE	HARTWOOD ST	2	TUES	1019	35	4164			
C10	ADAIR DR	ALLENWHITE DR	ROCKWOOD DR	2	TUES	963	34	4054			
C11	ENGLEWOOD DR	GLENWOOD CT	BRENTWOOD AVE	2	TUES	756	35	2979			
C11	PINIONWOOD CT	END	ENGLEWOOD DR	2	TUES	386	35	1893			
C11	ENGLEWOOD DR	LLANDWOOD AVE	HILLS WEST WAY	3	TUES	1358	35	5664			
C11	ENGLEWOOD DR	HILLS WEST WAY	RIVERWOOD ST	3	TUES	1330	35	5307			
C11	HILLS WEST WAY	ENGLEWOOD DR	HAZELWOOD AVE / WINDWOOD LN	3	TUES	426	35	1630			
C12	ODESSA ST	CANYON AVE	OXFORD AVE	2	TUES	477	36	2066			
C12	OXFORD AVE	ODESSA ST	EDGEWOOD DR	2	TUES	1051	35	4123			
C12	WINDWOOD LN	CANYON AVE	OXFORD AVE	2	TUES	841	35	3388			
C12,C13	CANYON AVE	HAZLEWOOD AVE/WINDWOOD LN	LESLIE RD	3	TUES	1496	40	6972		648	
C13	ONTARIO CT	END	OXFORD AVE	2	TUES	197	35	1178			
C13	OTTAWA CT	END	OXFORD AVE	2	TUES	177	35	1091			
C13	OXFORD AVE	HAZELWOOD AVE	ODESSA ST	2	TUES	1625	35	6619			
C14	CANYON ST	LESLIE RD	RIMROCK AVE	3	TUES	2493	38	11818	2086	144	
C14,C15	CANYON ST	RIMROCK AVE	STEPTOE ST	3	MON	2765	38	11061	3482		2
C16	CHEROKEE ST	SACAJAWEA AVE	SATUS ST	2	MON	643	32	2301			
C16	FORT ST	SACAJAWEA AVE	MERIWETHER AVE	2	MON	371	32	1354			
C16,C17	SACAJAWEA AVE	END	SATUS ST	2	MON	1196	32	4219			
C16,C17	CHARBONNEAU DR	SATUS ST	SATUS ST	2	MON	2644	32	10450			
C16,C17	MERIWETHER AVE	CHEROKEE ST	SACAJAWEA AVE	2	MON	724	32	2576			
C16,C17,C18	SATUS ST	END	CANYON ST	2	MON	3098	35	12129			
C18	CANYON RIM CT	CUL DE SAC E. OF COWICHE CT	CUL DE SAC W. OF COWICHE CT	2	MON	1166	36	5598			
C18	COWICHE CT	CUL DE SAC S. OF SATUS ST	CUL DE SAC N. OF CANYON RIM CT	2	MON	282	35	1479			
C18	WENAS CT	WENAS PL	END	2	MON	187	35	1123			
C18	WENAS PL	RIMROCK AVE	SATUS ST	2	MON	1010	35	4471			

Est. Total 249299 5568 792 2

Type 2 227209

Type 3 22090

Note: Length & width are approximate only, SY calculated from drawing.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-61, Authorizing Award of Bid to Intermountain Slurry Seal, Inc. for the Stevens Drive Pavement Preservation Rebid

Department/Office
Public Works

Ordinance/Resolution Number:
2023-61

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-61, authorizing the City Manager to sign and execute an agreement with Intermountain Slurry Seal, Inc. for the Stevens Drive Pavement Preservation Rebid.

Summary:

The 2022-2027 Capital Improvement Plan (CIP) includes the Pavement Preservation Program (the "Program"). The Program is implemented each year using a variety of resurfacing technologies selected to most cost-effectively preserve the City's street surfaces. Microsurfacing is a technique that the City uses to extend the life of arterial and collector streets. The technique places a thin layer of asphalt oil and rock on the street surface.

In 2021, the City was awarded grant funding from the Washington State Department of Transportation's (WSDOT) National Highway System (NHS) Asset Management Program for the Stevens Drive North of SR-240 Pavement Preservation Project (the "Project"). The WSDOT grant award is the second such grant awarded to Richland based on the City's use of an asset management approach to the Program.

The Project was included in the 2022 Pavement Preservation Program. The Project was first advertised for bid late in the 2022 construction season, and no bids were received. Bids were solicited a second time this spring in accordance with the City's purchasing policies, with two (2) bids received and opened on March 28, 2023. Intermountain Slurry Seal, Inc. submitted the lowest responsible bid of the two (2) bids received.

Work will be completed this summer with the precise dates to be determined in dialog with the contractor.

Staff recommends adoption of Resolution No. 2023-61.

Fiscal Impact:

The 2023 Capital Improvement Plan approved \$2,995,000 in the Pavement Preservation Program. This budget allows for full funding of the Stevens Drive Pavement Preservation project, which is estimated at \$1,300,000 including construction, contingency and construction management. This Project will be primarily funded by a grant, which has approximately \$1,100,000 in funding available for the construction phase. The balance will be paid from the Pavement Preservation Program, which has sufficient capacity.

Attachments:

1. Resolution No. 2023-61
2. 2023 Stevens Microsurfacing - ITB 23-0012
3. Vicinity Map

RESOLUTION NO. 2023-61

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AWARDING A CONSTRUCTION CONTRACT TO INTERMOUNTAIN SLURRY SEAL, INC. FOR THE STEVENS DRIVE PAVEMENT PRESERVATION PROJECT REBID.

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

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

WHEREAS, in 2021, the City was awarded grant funding from the Washington State Department of Transportation’s (WSDOT) National Highway System (NHS) Asset Management Program for the Stevens Drive North of SR-240 Pavement Preservation Project (the “Project”); and

WHEREAS, the WSDOT grant award is the second such grant awarded to the City based on its use of an asset management approach to the Program; and

WHEREAS, the 2022 Program included the grant-funded Project; and

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

WHEREAS, no bids were received when the Project was advertised in 2022; and

WHEREAS, bids were solicited a second time in accordance with the City’s purchasing policies, with two (2) bids received and opened on March 28, 2023; and

WHEREAS, Intermountain Slurry Seal, Inc. submitted the lowest responsible bid of the two (2) bids received; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Intermountain Slurry Seal, Inc. in the amount of \$1,121,000.00, and to execute change orders in an aggregate amount not to exceed \$110,000 as needed to fulfill the Project’s design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

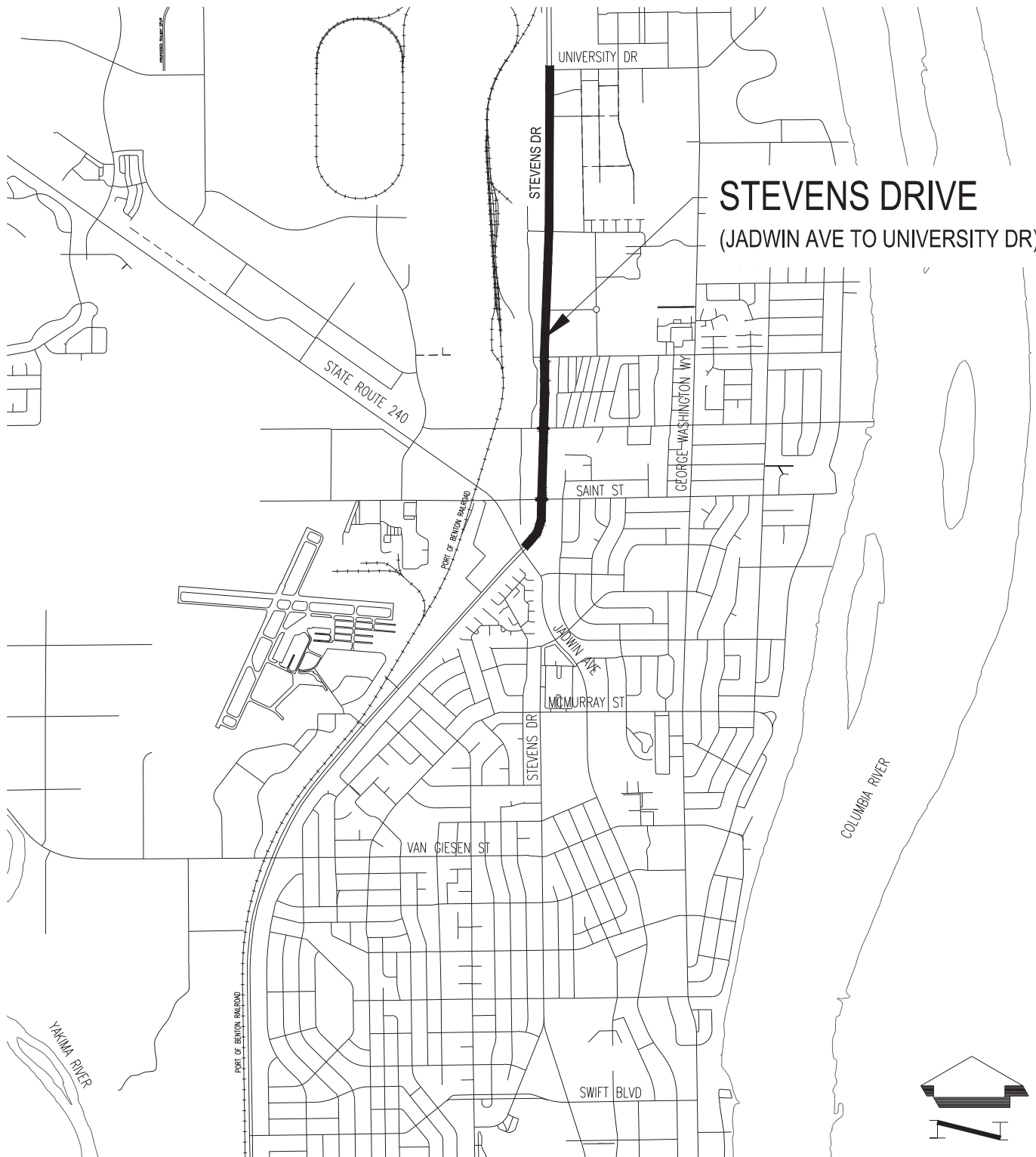
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

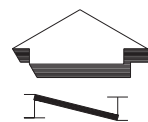
City of Richland

DATE BIDS OPENED:	March 28, 2023	ITB #	23-0012
STEVENS DRIVE PAVEMENT PRESERVATION PROJECT (RE-BID)			

				ENGINEER'S ESTIMATE		INTERMOUNTAIN SLURRY SEAL, INC RENO, NV		VSS INTERNATIONAL, INC W. SACRAMENTO, CA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Mobilization.	1	LS	\$100,000.00	100,000.00	50,000.00	50,000.00	39,310.80	39,310.80
2	SPCC plan.	1	LS	1,500.00	1,500.00	2,500.00	2,500.00	3,780.00	3,780.00
3	Project temporary traffic control.	1	LS	75,000.00	75,000.00	106,652.03	106,652.03	317,573.14	317,573.14
4	Portable changeable message sign.	200	HR	10.00	2,000.00	300.00	60,000.00	27.00	5,400.00
5	ADA features surveying.	1	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,135.40	5,135.40
6	Roadway surveying.	1	LS	15,000.00	15,000.00	5,000.00	5,000.00	5,135.40	5,135.40
7	Record drawings (minimum bid \$500).	1	LS	1,000.00	1,000.00	5,000.00	5,000.00	2,700.00	2,700.00
8	Site restoration.	1	LS	7,500.00	7,500.00	2,500.00	2,500.00	59,400.00	59,400.00
9	Crack sealing.	1	FA	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00
10	Micro-surfacing, Type III.	108,220	SY	4.80	519,456.00	4.00	432,880.00	3.25	351,715.00
11	Permanent signing.	1	LS	25,000.00	25,000.00	60,000.00	60,000.00	48,778.20	48,778.20
12	Temp pavmnt markings - short duration.	194,262	LF	0.25	48,565.50	0.16	31,081.92	0.16	31,081.92
13	Plastic line.	71,708	LF	0.90	64,537.20	0.80	57,366.40	0.81	58,083.48
14	Plastic wide lane line.	25,423	LF	1.10	27,965.30	1.20	30,507.60	1.19	30,253.37
15	Plastic stop line (preformed).	618	LF	10.00	6,180.00	9.00	5,562.00	8.91	5,506.38
16	Plastic crosswalk line (preformed).	1,856	SF	7.50	13,920.00	7.00	12,992.00	7.29	13,530.24
17	Plastic traffic arrow (preformed).	108	EA	110.00	11,880.00	100.00	10,800.00	107.46	11,605.68
18	Plastic bicycle symbol (preformed).	62	EA	180.00	11,160.00	190.00	11,780.00	194.40	12,052.80
19	Removing plastic line.	81,505	LF	0.25	20,376.25	0.25	20,376.25	0.23	18,746.15
20	Removing crosswalk & stop bar.	3,247	SF	1.50	4,870.50	1.40	4,545.80	1.46	4,740.62
21	Removing plastic traffic markings.	153	EA	65.00	9,945.00	60.00	9,180.00	59.40	9,088.20
22	Cement conc. Sidewalk for ADA ramp.	162	SY	200.00	32,400.00	370.00	59,940.00	151.20	24,494.40
23	Cement conc. Sidewalk (4" concrete).	46	SY	200.00	9,200.00	370.00	17,020.00	162.00	7,452.00
24	Sawcutting cement concrete curb.	171	LF	20.00	3,420.00	17.00	2,907.00	108.00	18,468.00
25	Detectable warning surface.	223	SF	32.00	7,136.00	43.00	9,589.00	86.40	19,267.20
26	Asphalt patching, pathway.	46	SY	125.00	5,750.00	170.00	7,820.00	217.97	10,026.62
BASE BID SUBTOTAL				\$1,128,761.75		\$1,121,000.00		\$1,213,325.00	
N/A (Roadway) SALES TAX				-		-		-	
BASE BID TOTAL				\$1,128,761.75		\$1,121,000.00		\$1,213,325.00	



STEVENS DRIVE (JADWIN AVE TO UNIVERSITY DR)



Legend
— Project Location



DATE: 10-12-21
DRAWN BY: LD
SCALE: NTS
CAD DWG: 2022 Stevens Dr Micro_vrmap.dwg

VICINITY MAP 2022 STEVENS DRIVE MICROSURFACING PROJECT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 2023-62, Authorizing a First Amendment to the Consultant Agreement with QCIC for Inspection Services for the 2022 Reservoir Coating Project

Department/Office
Public Works

Ordinance/Resolution Number:
2023-62

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2023-62, authorizing the City Manager to sign and execute a First Amendment to Contract No. 377-22 with QCIC for Inspection Services for the 2022 Reservoir Coating Project.

Summary:

The City's water distribution system includes several steel storage reservoirs requiring timely maintenance and/or replacement of protective coatings. City staff do not have expertise in the field of industrial coatings technology.

The 2022 – 2027 Capital Improvement Plan (CIP) included the Water Distribution System Repairs and Replacements program, which included a project to re-coat several steel storage reservoirs. Full-time qualified inspection services were retained to ensure the highest value for the City's investments in new coatings. On September 28, 2022, the City of Richland and Quality Coatings Inspection and Consulting, Inc. (QCIC) entered into a consultant agreement for the 2022 Reservoir Coating Project (see Contract No. 377-22).

The time to perform under Contract No. 377-22 was extended due to the need to expand the scope of work, which scope now exceeds the value of the initial agreement, thereby requiring amendment through Council action. The proposed First Amendment to Contract No. 377-22 will add \$15,050 for a total contract value of \$65,000.00.

Staff recommends adoption of Resolution No. 2023-62.

Fiscal Impact: This project was budgeted in the 2022 Capital Improvement Plan Distribution Renewal & Replacement program within the Water Utility Capital Fund. \$5,111,565 is currently available to fund the value of this amendment. The total cost estimate for the additional services included in the amendment is \$15,050.

Attachments:

1. Resolution No. 2023-62
2. Proposed First Amendment to Contract No. 377-22

RESOLUTION NO. 2023-62

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE AGREEMENT
WITH QUALITY COATINGS INSPECTION AND CONSULTING,
INC. FOR INSPECTION SERVICES FOR THE 2022 RESERVOIR
COATING PROJECT.**

WHEREAS, the City's water distribution system includes several steel storage reservoirs requiring timely maintenance and/or replacement of protective coatings; and

WHEREAS, specialized expertise in industrial coatings technology is necessary to perform this work; and

WHEREAS, the 2022-2027 Capital Improvement Plan (CIP) included the Water Distribution System Repairs and Replacements Program, which included a project to recoat several steel storage reservoirs; and

WHEREAS, the City's best interests are served by retaining full-time qualified inspection services to ensure the highest value for the City's investments in new coatings; and

WHEREAS, on September 28, 2022, the City of Richland and Quality Coatings Inspection and Consulting, Inc. (QCIC) entered into a consultant agreement for the 2022 Reservoir Coating Project (the "Project") (*see* Contract No. 377-22); and

WHEREAS, the time to perform under Contract No. 377-22 was extended due to the need to expand the scope of work, which scope now exceeds the value of the Original Agreement, thereby requiring amendment through Council action; and

WHEREAS, adequate funding exists within the budget to compensate for the work completed by QCIC.

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 First Amendment to the Consultant Agreement with Quality Coatings Inspection and Consulting, Inc. in the amount of \$15,050.00 for additional inspection services on the 2022 Reservoir Coating Project. The new total contract value is \$65,000.00.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 18th day of April, 2023.

Terry Christensen, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



**CITY OF RICHLAND
AGREEMENT WITH QUALITY COATINGS INSPECTION &
CONSULTING, INC.
CONTRACT NO. 377-22**

AMENDMENT NO. 1

I. RECITALS

There is now in full force and effect between the Parties a Professional Services Agreement, Contract No. 377-22, related to ***Inspection Services for the 2022 Reservoir Coating Project***. The Agreement was fully executed on **9/28/2022**. The expiration date of the Agreement is **4/30/2023**. 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. 377-22 as follows:

1. The Consultant shall provide services described in the attached **N/A**, which is hereby incorporated into Contract No. 377-22.
2. Fees.
 - a. ☐ The contract value remains unchanged.
 - b. ☒ Compensation for the additional services rendered pursuant to this Amendment shall be \$15,050.00. The new contract value is now \$65,000.00.
3. The contract period shall: ☒ remain unchanged; ☐ extend to .
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:

Quality Coatings Inspection and Consulting, Inc.

By: _____
Jon Amundson, ICMA-CM
City Manager

By: _____

Name: _____

Date: _____

Title: _____

Approved as to form:

Date: _____

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointments to the Arts Commission: Lexie Forbes and Angel Peiffer

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Lexie Forbes to Position No. 6 and Angel Peiffer to Position No. 7 on the Richland Arts Commission.

Summary:

The term for Position Nos. 6 and 7 on the Richland Arts Commission expired on March 31, 2023. The Richland Arts Commission interview panel interviewed three (3) candidates and recommend the following appointments:

Position No. 6 - Lexie Forbes

Position No. 7 - Angel Peiffer (Youth Position)

The term for Position No. 6 is three (3) years, effective upon Council approval through March 31, 2026.

The term for Position No. 7 (Youth Position) is effective upon Council approval through March 31, 2024.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. Arts Commission Recommendation Memo



MEMORANDUM

TO: City Clerk, Jennifer Rogers

FROM: Administrative Assistant II, Patty Roe

THROUGH: Arts Commission Staff Liaison, Julie Jackson

DATE: March 31, 2023

SUBJECT: Arts Commission Vacancy Selection

Three (3) applications were received due to advertising for the two (2) vacancies on the Arts Commission for Adult Position No. 6 and Youth Position No. 7.

Chair Richardson, Vice-Chair Kissel, Council Liaison Alternate Shave VanDyke, and Recreation Manager Jackson interviewed the candidates. Interview procedures were followed on Wednesday, March 29, 2023, and no conflict of interest was identified.

As a result of these interviews, the recommendations are:

Adult Position No. 6 Lexie Forbes

Youth Position No. 7 Angel Peiffer



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Items - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Appointment to the Planning Commission: Austin Miller

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Appoint Austin Miller to Position No. 1 on the Richland Planning Commission.

Summary:

The current term for Position No. 1 on the Richland Planning Commission expired March 31, 2023, and a vacancy was created in Position No. 6 when Eric Smith submitted his resignation effective March 1, 2023. Three (3) applications were received as a result of advertising for the two (2) vacancies.

The Planning Commission interview panel interviewed the candidates and recommends appointment of Austin Miller to Position No. 1. The term for Position No. 1 is four (4) years, effective April 19, 2023 through March 31, 2027.

The recruitment effort will be ongoing for Position No. 6.

Application packets are on file in the City Clerk's Office.

Fiscal Impact: None.

Attachments:

I. Planning Commission Recommendation Memo



MEMORANDUM

TO: City Council

THROUGH: Jennifer Rogers, Richland City Clerk

FROM: Mike Stevens, Planning Manager

DATE: March 30, 2023

SUBJECT: Planning Commission Appointment

On March 30, 2023, Planning Commissioner Nicholson, Commissioner Eadie, Council Member VanDyke, Development Services Director Jensen, and myself considered 3 candidates for the Planning Commission.

The candidate recommended to fill the current vacancy is:

Position #1:

Vacated by:

Michael Mealer

Selected Candidate:

Austin Miller

If you have any questions, please feel free to contact me.

Mike Stevens,
Planning Manager



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from March 1, 2023 to March 31, 2023 for \$31,304,613.93 including Travel Check Nos. 20271-20285, Accounts Payable Check Nos. 309374-310465, Accounts Payable Wire Nos. 9455-9498, Payroll Wires & ACH Nos. 13247-13312 Payroll Direct Deposit & Check Nos. 205112-206766 and Pension Check Nos. 6416-6440.

Department/Office
Finance

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:

Approve the expenditures from March 1, 2023 to March 31, 2023 in the amount of \$31,304,613.93

Summary:

Breakdown of Expenditures:

Travel Checks	20271-20285	\$12,672.94
Accounts Payable Checks	309374-310465	\$5,944,028.84
Accounts Payable Wires	9455-9498	\$16,997,855.84
Payroll Wires & ACH	13247-13312	\$4,244,925.97
Payroll Direct Deposit & Checks	205112-206766	\$4,078,071.22
Pension Checks	6416-6440	\$27,059.12
TOTAL		\$31,304,613.93

Fiscal Impact: Total Disbursements: \$31,304,613.93

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 - 3/1/2023 - 3/31/2023

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	REPORT	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Checks	(AP-TRVLCHKS-001)	20271	20285	15	\$12,672.94	\$0.00
Accounts Payable Checks	(AP-CHKHIST-DETAIL-001)	309374	310465	1092	\$5,944,028.84	\$801,669.40
Accounts Payable Wires	(AP-WIRENOS-001)	9455	9498	44	\$16,997,855.84	\$0.00
Payroll Wires & ACH	(PR-WIRESACH-001)	13247	13312	66	\$4,244,925.97	\$0.00
Payroll Direct Deposit & Checks	(PR-CHKHIST-DETAIL-001)	205112	206766	1655	\$4,078,071.22	\$0.00
Pension Checks	(PR-CHKHIST-DETAIL-002)	6416	6440	25	\$27,059.12	\$0.00

\$31,304,613.93

AP Travel Checks - MUNIS 3/1/2023 - 3/31/2023

Travel Check Summary Information

CHECK DATE	START CHECK	END CHECK	CHECK KNT	CHECK TOTALS	VOID AMT
03/01/2023	20271	20271	1	\$808.25	\$0.00
03/08/2023	20272	20274	3	\$960.80	\$0.00
03/15/2023	20275	20275	1	\$725.51	\$0.00
03/22/2023	20276	20278	3	\$2,243.53	\$0.00
03/29/2023	20279	20285	7	\$7,934.85	\$0.00
			15	\$12,672.94	\$0.00

Travel Check Detail Information

CHECK DATE	START CHECK	VOID	PAYEE	CHECK AMT	CHK COMMENT	VOID AMT	VOID COMMENT
03/01/2023	20271		CHRISTOPHER MASON	\$808.25	23-038 WESTPOINT MODEL WEEK 2	\$0.00	
03/08/2023	20272		R. KIM LETTRICK	\$443.14	23-083 WA STATE 911 AC MEETING	\$0.00	
03/08/2023	20273		MICHAEL MENDEZ	\$407.66	23-011 STATE GIS WORKGROUP MEE	\$0.00	
03/08/2023	20274		JENNIFER ROGERS	\$110.00	23-041 WA MUNICIPAL CLEARS ASS	\$0.00	
03/15/2023	20275		MIZAE ACEVEDO	\$725.51	23-012 WABO ANNUAL EDUCATION I	\$0.00	
03/22/2023	20276		DOUGLAS DEGRAAF	\$1755.00	23-061 IWCE 2023 CONFERENCE	\$0.00	
03/22/2023	20277		SARAH SCHAFER	\$139.68	23-060 EMOTIONALLY INTELLIGENT	\$0.00	
03/22/2023	20278		JOHANNA TALBOTT	\$348.85	23-085 WA LIBRARY ASSOC 2023 C	\$0.00	
03/29/2023	20279		JUSTIN BABLER	\$894.52	23-115 2023 NWPPA CONFERENCE	\$0.00	
03/29/2023	20280		BIRCHER, JOSEPH	\$894.52	23-116 2023 NWPPA CONFERENCE	\$0.00	
03/29/2023	20281		COLTON CASILLAS	\$996.76	23-099 ICC FIRE INSPECTOR I	\$0.00	
03/29/2023	20282		COLTON CASILLAS	\$1262.53	23-099 ICC FIRE INSPECTOR 2	\$0.00	
03/29/2023	20283		JORDAN HANES	\$1451.00	23-067 NATIONAL REP CONFERENCE	\$0.00	
03/29/2023	20284		CARLI LUPPOLD	\$1541.00	23-068 NATIONAL REP CONFERENCE	\$0.00	
03/29/2023	20285		TRAVIS OKELBERRY	\$894.52	23-117 2023 NWPPA CONFERENCE	\$0.00	
				\$12672.94		\$0.00	

Accounts Payable Checks

3/1/2023 - 3/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/01/2023	309374	P	10004	MARSHALL R BAKER	\$154.50	0	030123FP	MEDICARE PREMIUM/BAKER
03/01/2023	309375	P	10005	RON BEARDEMPHL	\$154.50	0	030123FP	MEDICARE PREMIUM/BEARDEMPHL
03/01/2023	309376	P	10180	CANFIELD, HARRY R	\$154.50	0	030123FP	MEDICARE PREMIUM/CANFIELD
03/01/2023	309377	P	10040	DANNY DOWNS	\$154.50	0	030123FP	MEDICARE PREMIUM/DOWNS
03/01/2023	309378	P	10085	JAMES P MULROY	\$159.70	0	030123FP	MEDICARE PREMIUM/MULROY
03/01/2023	309379	P	10086	DAVID MURRAY	\$136.10	0	030123FP	MEDICARE PREMIUM/MURRAY
03/01/2023	309380	P	10087	EDWARD A MYERS	\$159.70	0	030123FP	MEDICARE PREMIUM/MYERS
03/01/2023	309381	P	10820	OWEN, MICHAEL	\$138.10	0	030123FP	MEDICARE PREMIUM/OWEN
03/01/2023	309382	P	10533	JAMES POLLARD	\$154.50	0	030123FP	MEDICARE PREMIUM/POLLARD
03/01/2023	309383	P	10109	RODGERS, GARY H	\$158.10	0	030123FP	MEDICARE PREMIUM/RODGERS
03/01/2023	309384	P	10111	LARRY RONEY	\$159.70	0	030123FP	MEDICARE PREMIUM/RONEY
03/01/2023	309385	P	10116	DONALD SIEMENS	\$154.50	0	030123FP	MEDICARE PREMIUM/SIEMENS
03/01/2023	309386	P	12440	MARK STRATTON	\$154.50	0	030123FP	MEDICARE PREMIUM/STRATTON
03/01/2023	309387	P	10673	TERRY THRALL	\$154.50	0	030123FP	MEDICARE PREMIUM/THRALL
03/01/2023	309388	P	10142	ROYAL WEST	\$116.00	0	030123FP	MEDICARE PREMIUM/WEST
03/01/2023	309389	P	10148	CRAIG E WILLIAMSON	\$126.10	0	030123FP	MEDICARE PREMIUM/WILLIAMSON
03/01/2023	309390	P	10103	KERI RANDALL BADGLEY	\$177.30	0	030123PP	MEDICARE PREMIUM/BADGLEY
03/01/2023	309391	P	10160	LAURIE VERN BATES JR	\$164.90	0	030123PP	MEDICARE PREMIUM/BATES
03/01/2023	309392	P	10855	BEDEN, LARRY	\$164.90	0	030123PP	MEDICARE PREMIUM/BEDEN
03/01/2023	309393	P	10169	DALE A BRUNSON	\$164.90	0	030123PP	MEDICARE PREMIUM/BRUNSON
03/01/2023	309394	P	10170	RANDY H CARPER	\$670.90	0	030123PP	MEDICARE PREMIUM/CARPER
03/01/2023	309395	P	10167	MIKE CASE	\$164.90	0	030123PP	MEDICARE PREMIUM/CASE
03/01/2023	309396	P	10029	MICHAEL CLEAVENGER	\$164.90	0	030123PP	MEDICARE PREMIUM/CLEAVENGER
03/01/2023	309397	P	10028	WILL J CLEAVENGER	\$164.90	0	030123PP	MEDICARE PREMIUM/CLEAVENGER
03/01/2023	309398	P	10038	LARRY COUCH	\$164.90	0	030123PP	MEDICARE PREMIUM/COUCH
03/01/2023	309399	P	10166	JAMES J DEMYER	\$164.90	0	030123PP	MEDICARE PREMIUM/DEMYER
03/01/2023	309400	P	10048	DOUGLAS D DRIVER	\$164.90	0	030123PP	MEDICARE PREMIUM/DRIVER
03/01/2023	309401	P	10165	JOHN M GANLEY	\$170.10	0	030123PP	MEDICARE PREMIUM/GANLEY
03/01/2023	309402	P	12445	JAMES GREG GILL	\$149.30	0	030123PP	MEDICARE PREMIUM/GILL
03/01/2023	309403	P	31042	JAMES B GOULD	\$170.10	0	030123PP	MEDICARE PREMIUM/GOULD
03/01/2023	309404	P	10251	HIGGINS, FRED C	\$141.10	0	030123PP	MEDICARE PREMIUM/HIGGINS
03/01/2023	309405	P	10271	SCOTT K LARSON	\$164.90	0	030123PP	MEDICARE PREMIUM/LARSON
03/01/2023	309406	P	10156	DAVID L LEWIS	\$145.90	0	030123PP	MEDICARE PREMIUM/LEWIS

Accounts Payable Checks

3/1/2023 - 3/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/01/2023	309407	P	10164	ROBERT MOORE	\$164.90	0	030123PP	MEDICARE PREMIUM/MOORE
03/01/2023	309408	P	31512	JERALD S MORRELL	\$164.90	0	030123PP	MEDICARE PREMIUM/MORRELL
03/01/2023	309409	P	10117	DAVID W SPARKS	\$164.90	0	030123PP	MEDICARE PREMIUM/SPARKS
03/01/2023	309410	P	10119	WILLIAM TANNER	\$164.90	0	030123PP	MEDICARE PREMIUM/TANNER
03/01/2023	309411	P	10332	RANDAL L TAYLOR	\$164.90	0	030123PP	MEDICARE PREMIUM/TAYLOR
03/01/2023	309412	P	10163	GERALD D THOMAS	\$164.90	0	030123PP	MEDICARE PREMIUM/THOMAS
03/01/2023	309413	P	10800	ROY TURNER	\$164.90	0	030123PP	MEDICARE PREMIUM/TURNER
03/01/2023	309414	P	10151	GERALD ZIMMERMAN	\$164.90	0	030123PP	MEDICARE PREMIUM/ZIMMERMAN
03/01/2023	309415	P	10872	1ST PRIORITY DETAIL	\$652.20	0	0301231	VEH DETAIL VEH#3315 WO#68117
03/01/2023	309416	P	10838	GRIGG ENTERPRISES INC	\$164.61	0	0301231	BAR & CHAIN OIL, STIHL MOTOMIX
03/01/2023	309417	P	10003	AMERICAN WATER WORKS ASSOCIATION	\$255.00	0	0301231	MEMBER RENEWAL 2023 BREWER 037
03/01/2023	309418	P	31317	AMERICAN WEST INDUSTRIES	\$618.50	0	0301231	CYLINDER REPAIR VEH#3337 WO#68
03/01/2023	309419	P	10644	ANIXTER INC	\$1,956.60	0	0301231	DEVICES_UG
03/01/2023	309420	P	10547	ARBAUGH & ASSOCIATES INC	\$3,500.00	0	0301231	Contract Fees - January 2023
03/01/2023	309421	P	31687	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	\$431.00	0	0301231	2022-23 RENEWAL BILLING: SELF
03/01/2023	309422	P	32112	KENNETH P SCHMIDT	\$747.74	0	0301231	TOW TO LIBERTY LAWN VEH#6543 W
03/01/2023	309423	P	11079	AUTOZONE STORES LLC	\$386.11	0	0301231	POWER INVERTER VEH#3316 WO#681
03/01/2023	309424	P	12002	AXON ENTERPRISE, INC	\$11,658.08	0	0301231	PRO LICENSE BUNDLE (5)
03/01/2023	309425	P	11076	BELL BROWN & RIO PLLC	\$87.15	0	0301231	DDD APPEAL FILING FEE - C00072
03/01/2023	309426	P	11076	BELL BROWN & RIO PLLC	\$30,595.00	0	0301231	PROSECUTION SERVICES MARCH 202
03/01/2023	309427	P	31109	BENTON CONSERVATION DISTRICT	\$1,188.45	0	0301231	C11-20 SALMON POWER PROGRAM IL
03/01/2023	309428	P	10008	BENTON PUD	\$4,352.06	0	0301231	C-SC157A PRE-NOTIFICATION SERV
03/01/2023	309429	P	10467	BRASHEAR ELECTRIC INC	\$2,732.08	0	0301231	LIGHT REPAIRS/REPLACEMENTS
03/01/2023	309430	P	12499	VARSITY BRANDS HOLDING CO., INC	\$1,368.42	0	0301231	AMON & CLAYBELL - TENNIS NETS
03/01/2023	309431	P	31790	CALIFORNIA STATE CONTROLLER'S OFFICE,	\$41.99	0	0301231	2022 UNCLAIMED PROPERTY-CALIFO
03/01/2023	309432	P	30680	CARMONA, J SCOTT	\$551.06	0	0301231	23-053 CARMONA ITE/IMSA Annual
03/01/2023	309433	P	10026	CASCADE NATURAL GAS CORP	\$1,543.33	0	0301231	RPD NATURAL GAS USAGE THRU 2/1
03/01/2023	309434	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$92,966.19	0	0301231	POWER METRICS/LUMEN MAINTENANC
03/01/2023	309435	P	10847	CERIUM NETWORKS INC	\$434.80	0	0301231	Cerium Remote Support 1/18/23,
03/01/2023	309436	P	30116	CHRISTENSEN, INC.	\$1,136.93	0	0301231	DEF FOR LANDFILL
03/01/2023	309437	P	31388	CI TECHNOLOGIES, INC.	\$3,100.00	0	0301231	IA PRO/BUE TEAMS ANNUAL RENEW
03/01/2023	309438	P	10261	CITY OF RICHLAND	\$1,080.54	0	0301231	#1901 Drop Box Disp/Hauling
03/01/2023	309439	P	10261	CITY OF RICHLAND	\$1,060.15	0	0301231	23-005 WHITNEY NRU & PPC Meeti

Accounts Payable Checks

3/1/2023 - 3/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/01/2023	309440	P	11312	COEUR D'ALENE SERVICE STATION EQUIPMENT INC	\$181.53	0	0301231	FUEL STATION 3 REPAIR
03/01/2023	309441	P	11516	COLEMAN OIL COMPANY	\$28,137.79	0	0301231	WEEKLY CARD LOCK FUEL 2/20-2/2
03/01/2023	309442	P	11062	COLUMBIA SNAKE RIVER IRRIGATORS ASSN	\$2,000.00	0	0301231	2023 Membership Dues
03/01/2023	309443	P	10470	COMMERCIAL TIRE INC	\$6,600.26	0	0301231	INTELLITIRE SUBSCRIPTION FOR S
03/01/2023	309444	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$438.95	0	0301231	Adobe Acrobat 2020 License - Q
03/01/2023	309445	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$279.77	0	0301231	IT SERVER ROOM - PLATE COVERS
03/01/2023	309446	P	11526	CORWIN OF PASCO LLC	\$3,293.55	0	0301231	CONDENSOR,COMPRESSOR,VALVES VE
03/01/2023	309447	P	32062	CRANETECH INC	\$2,407.79	0	0301231	INSTALLATION OF CRANE RADIO SY
03/01/2023	309448	P	10858	CROWN PAPER & JANITORIAL SUPPLY INC	\$1,074.39	0	0301231	JANITORIAL PAPER PRODUCTS
03/01/2023	309449	P	10757	DEERE & COMPANY	\$7,882.70	0	0301231	ONE NEW JOHN DEERE 636M QUIKTR
03/01/2023	309450	P	30206	SANDI EDGEMON	\$763.15	0	0301231	23-009 EDGEMON NRU & PPC MEETI
03/01/2023	309451	P	11169	EFFICIENCY SOLUTIONS LLC	\$7,062.00	0	0301231	C07-21 COMMERCIAL ENERGY EFFIC
03/01/2023	309452	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$498.24	0	0301231	PRE-EMP SCREENINGS: GUZMAN, HU
03/01/2023	309453	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$2,063.91	0	0301231	VALVE KITS VEH#3338 WO#68568
03/01/2023	309454	P	10508	FASTENAL COMPANY	\$652.70	0	0301231	FIRST AID,BLD BORN PATH KITS V
03/01/2023	309455	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$555.00	0	0301231	22-22 COSA AND FINANCIAL ANALY
03/01/2023	309456	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$6,213.50	0	0301231	TELEPHONE CHARGES 2/19/23-3/18
03/01/2023	309457	P	10220	FRONTIER FENCE INC	\$326.70	0	0301231	COL PLAYFIELD - BATTING CAGE R
03/01/2023	309458	P	31421	GARY A TUCCI	\$1,529.00	0	0301231	HRSST December 2022
03/01/2023	309459	P	10050	GENERAL PACIFIC INC	\$2,311.23	0	0301231	HARD DRAWN COPPER, ALUM TIE WI
03/01/2023	309460	P	10946	GLOBAL EQUIPMENT COMPANY	\$551.37	0	0301231	CABINET FOR LOCKER SPACE IN SH
03/01/2023	309461	P	11309	TIMKEN MOTOR AND CRANE SERVICES LLC	\$1,835.14	0	0301231	7.5 HP BALDOR MOTOR FOR POLYME
03/01/2023	309462	P	10046	HD FOWLER CO	\$2,383.32	0	0301231	BRASS FITTINGS, COPPER & PE TU
03/01/2023	309463	P	10132	DO NOT USE-USE VENDOR #32125	\$73.92	0	0301231	AMMONIA STD 50PPM AS N, 500ML
03/01/2023	309464	P	12200	HUGHES FIRE EQUIPMENT, INC	\$620.84	0	0301231	AC DRYER VEH#5051 WO#68226
03/01/2023	309465	P	31585	JACKSON GROUP PETERBILT, INC.	\$1,855.41	0	0301231	STEERING GEAR VEH#3337 WO#6837
03/01/2023	309466	P	11667	KENWORTH SALES COMPANY	\$961.43	0	0301231	FILTER KIT VEH#5051 WO#68236
03/01/2023	309467	P	30745	LARKIN, DAVID	\$558.51	0	0301231	23-047 LARKIN Jan- NRU & RMC M
03/01/2023	309468	P	11332	LEADSONLINE LLC	\$5,805.00	0	0301231	LEADS ONLINE POWERPLUS INVESTI
03/01/2023	309469	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$119.56	0	0301231	ALIGNMENT VEH#2349 WO#68162
03/01/2023	309470	P	10312	LESKOVAR LINCOLN MERCURY INC	\$880.82	0	0301231	LESKOVAR SUZUKI REPAIRS VEH#24

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/01/2023	309471	P	31520	THEODORE BLAINE LIGHT III	\$740.00	0	0301231	146-22 CEIP SUPPORT AND COMPLI
03/01/2023	309472	P	10298	LN CURTIS & SONS	\$3,386.81	0	0301231	Rat Traps
03/01/2023	309473	P	11576	MERCER (US) INC	\$10,729.16	0	0301231	2023 Benefits Consulting & Bro
03/01/2023	309474	P	10578	MIDWEST TAPE	\$5,015.82	0	0301231	HOOPLA DECEMBER 2022
03/01/2023	309475	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,939.00	0	0301231	GOETHALS PARK - PORT-A-POTTY R
03/01/2023	309476	P	10358	MOON SECURITY SERVICES INC	\$249.85	0	0301231	RPD RANGE ALARM MONITORING MAR
03/01/2023	309477	VOID	10371	MOTOROLA SOLUTIONS INC	\$0.00	798202.23	0301231	VOID AFTER UPDATE 03/23/2023
03/01/2023	309478	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$4,095.09	0	0301231	AIR FILTER VEH#5038 WO#68235
03/01/2023	309479	P	32096	NATIONAL FITNESS CAMPAIGN LP	\$201,095.00	0	0301231	NFC Fitness Court and National
03/01/2023	309480	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$2,088.26	0	0301231	HINGE,DOOR STOPS VEH#3338 WO#6
03/01/2023	309481	P	11404	NOVUS GLASS INC DBA	\$65.22	0	0301231	WINDSHIELD REPAIR VEH#2465 WO#
03/01/2023	309482	P	10065	JOINT APPRENTICESHIP AND TRAINING COMMITTEE OF THE	\$8,545.00	0	0301231	Camp Rilea 1-3 Years - Beadle/
03/01/2023	309483	P	11863	OGDEN MURPHY WALLACE, PLLC	\$715.00	0	0301231	PROFESSIONAL SERVICES MATTER #
03/01/2023	309484	P	32121	BRUCE ORR	\$1,207.79	0	0301231	23-013 BOrR LSAW Conference
03/01/2023	309485	P	31673	ALBERT J ABREU	\$2,754.00	0	0301231	DIELECTRIC TEST - GROUND LEADS
03/01/2023	309486	P	10862	PARAMETRIX INC	\$10,534.52	0	0301231	HORN RAPIDS LANDFILL CLOSURE P
03/01/2023	309487	P	10096	PARAMOUNT SUPPLY COMPANY	\$445.25	0	0301231	MECH SEALS FOR BFP DEMO PUMP
03/01/2023	309488	P	12238	REXEL USA, INC	\$400.89	0	0301231	DEVICES_UG
03/01/2023	309489	P	10047	R.D. OFFUTT COMPANY	\$85.44	0	0301231	FILTERS VEH#6649 WO#67456
03/01/2023	309490	P	10647	RIVER CITY TOWING INC	\$293.52	0	0301231	RPD TOW CHARGE
03/01/2023	309491	P	10927	STAN BONHAM COMPANY, INC	\$301.23	0	0301231	BATTERY COVER, THREADS VEH#716
03/01/2023	309492	P	10905	GELCO SUPPLY INC	\$4,637.14	0	0301231	ROOTX ROOT CONTROL FOR SEWER M
03/01/2023	309493	P	10488	SAN DIEGO POLICE EQUIPMENT CO	\$2,497.93	0	0301231	SWAT Ammo 2022
03/01/2023	309494	P	10649	SNAP ON INCORPORATED	\$675.60	0	0301231	WRENCH SET FOR SHOPS
03/01/2023	309495	P	10440	SOLID WASTE SYSTEMS INC	\$1,590.12	0	0301231	PIN VEH#3339 WO#68561
03/01/2023	309496	P	10536	SPRAGUE PEST SOLUTIONS	\$123.59	0	0301231	Pest Control - Landfill Feb 20
03/01/2023	309497	P	10530	SUMMIT LAW GROUP PLLC	\$13,526.72	0	0301231	CITY OF RICHLAND LABOR & EMPLO
03/01/2023	309498	P	10961	TACOMA SCREW PRODUCTS INC	\$941.77	0	0301231	5/16" T316 SS CHAIN (92FT) FOR
03/01/2023	309499	P	31735	MARQUES HARRER	\$644.27	0	0301231	UNIFORM PANTS -DOSS
03/01/2023	309500	P	11341	THE FAB SHOP LLC	\$320.46	0	0301231	WELDED RODS VEH#6590 WO#68148
03/01/2023	309501	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$5,195.78	0	0301231	TIRES VEH#3341 WO#68592
03/01/2023	309502	P	32021	FORD OF HERMISTON LLC	\$10,293.12	0	0301231	ENG REPAIR,PM SVC VEH#1212 WO#

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/01/2023	309503	P	11234	DJC AUTOMOTIVE INC	\$41.78	0	0301231	TERMINAL VEH#6583 WO#68453
03/01/2023	309504	P	31236	TRASTAR, INC.	\$3,475.20	0	0301231	TRAFFIC LIGHTING
03/01/2023	309505	P	10861	TRICOMP INC	\$650.00	0	0301231	E-NEWS UPPER AD FEBRUARY
03/01/2023	309506	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$354.96	0	0301231	INVERTER BATTERY VEH#2398 WO#6
03/01/2023	309507	P	12160	TYLER TECHNOLOGIES, INC	\$2,800.00	0	0301231	EnerGov per Contract 184-17 Am
03/01/2023	309508	P	10106	US LINEN & UNIFORM	\$487.70	0	0301231	SHOP UNIFORMS WEEK 1/30/23
03/01/2023	309509	P	31196	VINCENT BROTHERS LLP	\$60,072.62	0	0301231	WWTP DIGESTER FACILITY IMPROVE
03/01/2023	309510	P	10427	WA STATE DEPARTMENT OF HEALTH	\$33,427.50	0	0301231	2023 Water System Permit
03/01/2023	309511	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.84	0	0301231	FEB HOT ARM RENTALS
03/01/2023	309512	P	12370	WEST RICHLAND CHAMBER OF COMMERCE	\$300.00	0	0301231	LEVEL 4 MEMBERSHIP MAR 23 - FE
03/01/2023	309513	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$5,212.83	0	0301231	HYD LEAK REPAIR VEH#7162 WO#68
03/01/2023	309514	P	10194	XEROX CORPORATION	\$1,704.24	0	0301231	COMM & MRKETING Serial #1AB195
03/01/2023	309515	P	11338	XIOLOGIX LLC	\$8,120.32	0	0301231	Xiologix Library Server, A-147
03/03/2023	309516	P	10838	GRIGG ENTERPRISES INC	\$852.89	0	0303231	2- HEAD LAMP LED TR8001
03/03/2023	309517	P	31678	AT&T CORP	\$67.17	0	0303231	FAX LINES 01/22-02/21/23
03/03/2023	309518	P	999000	AUREF - Utility Customer Refunds	\$7.20	0	0303231	575 COLUMBIA POINT DR Apt 222
03/03/2023	309519	P	999000	AUREF - Utility Customer Refunds	\$111.14	0	0303231	1851 JADWIN AVE 421
03/03/2023	309520	P	999000	AUREF - Utility Customer Refunds	\$87.70	0	0303231	50 JADWIN AVE Apt 20
03/03/2023	309521	P	999000	AUREF - Utility Customer Refunds	\$27.49	0	0303231	229 LASIANDRA CT
03/03/2023	309522	P	999000	AUREF - Utility Customer Refunds	\$169.14	0	0303231	1650 MOWRY SQ 101
03/03/2023	309523	P	999000	AUREF - Utility Customer Refunds	\$192.93	0	0303231	1928 GEORGE WASHINGTON WAY G4
03/03/2023	309524	P	999000	AUREF - Utility Customer Refunds	\$149.69	0	0303231	250 GAGE BLVD 1017
03/03/2023	309525	P	999000	AUREF - Utility Customer Refunds	\$173.11	0	0303231	227 UNIVERSITY DR Apt 221
03/03/2023	309526	P	999000	AUREF - Utility Customer Refunds	\$42.20	0	0303231	451 WESTCLIFFE BLVD Apt H257
03/03/2023	309527	P	999000	AUREF - Utility Customer Refunds	\$31.80	0	0303231	2550 DUPORTAIL ST I250
03/03/2023	309528	P	999000	AUREF - Utility Customer Refunds	\$166.73	0	0303231	2105 PULLEN ST 17
03/03/2023	309529	P	999000	AUREF - Utility Customer Refunds	\$232.75	0	0303231	2457 WESTMORELAND DR
03/03/2023	309530	P	999000	AUREF - Utility Customer Refunds	\$164.11	0	0303231	250 GAGE BLVD 2084
03/03/2023	309531	P	999000	AUREF - Utility Customer Refunds	\$90.79	0	0303231	2665 KINGSGATE WAY Apt B213
03/03/2023	309532	P	999000	AUREF - Utility Customer Refunds	\$142.86	0	0303231	1876 FOWLER ST 312
03/03/2023	309533	P	999000	AUREF - Utility Customer Refunds	\$92.26	0	0303231	1413 PURPLE SAGE ST
03/03/2023	309534	P	999000	AUREF - Utility Customer Refunds	\$133.89	0	0303231	2100 BELLERIVE DR U210
03/03/2023	309535	P	999000	AUREF - Utility Customer Refunds	\$150.00	0	0303231	2555 DUPORTAIL ST A106

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03/03/2023	309536	P	999000	AUREF - Utility Customer Refunds	\$88.29	0	0303231	2101 STEPTOE ST Apt 121
03/03/2023	309537	P	999000	AUREF - Utility Customer Refunds	\$118.80	0	0303231	3003 QUEENSGATE DR Apt 244
03/03/2023	309538	P	999000	AUREF - Utility Customer Refunds	\$413.92	0	0303231	2009 DAVISON AVE
03/03/2023	309539	P	999000	AUREF - Utility Customer Refunds	\$61.34	0	0303231	451 WESTCLIFFE BLVD Apt E336
03/03/2023	309540	P	999000	AUREF - Utility Customer Refunds	\$87.56	0	0303231	2550 DUPORTAIL ST M177
03/03/2023	309541	P	999000	AUREF - Utility Customer Refunds	\$44.09	0	0303231	2026 BLUE AVE
03/03/2023	309542	P	999000	AUREF - Utility Customer Refunds	\$111.09	0	0303231	1900 STEVENS DR 407
03/03/2023	309543	P	999000	AUREF - Utility Customer Refunds	\$9.13	0	0303231	1209 DEL MAR CT
03/03/2023	309544	P	999000	AUREF - Utility Customer Refunds	\$51.87	0	0303231	388 LOMBARDY LN
03/03/2023	309545	P	999000	AUREF - Utility Customer Refunds	\$227.81	0	0303231	2607 STONECREEK DR
03/03/2023	309546	P	999000	AUREF - Utility Customer Refunds	\$40.00	0	0303231	1306 PERKINS AVE
03/03/2023	309547	P	999000	AUREF - Utility Customer Refunds	\$10.36	0	0303231	1404 THAYER DR
03/03/2023	309548	P	999000	AUREF - Utility Customer Refunds	\$153.14	0	0303231	2894 SALK AVE Apt 226
03/03/2023	309549	P	999000	AUREF - Utility Customer Refunds	\$378.25	0	0303231	552 LAKEROSE LOOP
03/03/2023	309550	P	999000	AUREF - Utility Customer Refunds	\$228.58	0	0303231	1650 MOWRY SQ 230
03/03/2023	309551	P	999000	AUREF - Utility Customer Refunds	\$130.31	0	0303231	2555 DUPORTAIL ST E236
03/03/2023	309552	P	999000	AUREF - Utility Customer Refunds	\$103.42	0	0303231	311 GREENTREE CT 3
03/03/2023	309553	P	999000	AUREF - Utility Customer Refunds	\$422.86	0	0303231	2748 KETCH RD
03/03/2023	309554	P	999000	AUREF - Utility Customer Refunds	\$410.73	0	0303231	2497 LEGACY LN
03/03/2023	309555	P	999000	AUREF - Utility Customer Refunds	\$112.84	0	0303231	575 COLUMBIA POINT DR Apt 131
03/03/2023	309556	P	999000	AUREF - Utility Customer Refunds	\$3.40	0	0303231	4913 VILLAGE VIEW ST
03/03/2023	309557	P	999000	AUREF - Utility Customer Refunds	\$332.97	0	0303231	549 LAZIO WAY
03/03/2023	309558	P	999000	AUREF - Utility Customer Refunds	\$937.90	0	0303231	1845 LESLIE RD B144
03/03/2023	309559	P	999000	AUREF - Utility Customer Refunds	\$144.17	0	0303231	1220 FONTANA CT
03/03/2023	309560	P	999000	AUREF - Utility Customer Refunds	\$0.77	0	0303231	2894 SALK AVE Apt 244
03/03/2023	309561	P	999000	AUREF - Utility Customer Refunds	\$26.32	0	0303231	1950 BELLERIVE DR 222
03/03/2023	309562	P	999000	AUREF - Utility Customer Refunds	\$190.16	0	0303231	650 GEORGE WASHINGTON WAY Apt
03/03/2023	309563	P	999000	AUREF - Utility Customer Refunds	\$84.26	0	0303231	1845 LESLIE RD W17
03/03/2023	309564	P	10518	BEAVER BARK & ROCK	\$52.15	0	0303231	ROCK FOR SW POND REPAIR - 1058
03/03/2023	309565	P	10207	BENTON COUNTY AUDITOR	\$22.00	0	0303231	Images
03/03/2023	309566	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$2,305.00	0	0303231	WATER SAMPLING ANALYSIS WTP
03/03/2023	309567	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$54.80	0	0303231	COLLINS RD RADIO TOWER 01/25/2
03/03/2023	309568	P	11005	DANA CAMARENA	\$2,573.90	0	0303231	FEBRUARY CLASSES 9281, 9283, 9

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03/03/2023	309569	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$2,300.00	0	0303231	2033 Rainier - Schott - HP Reb
03/03/2023	309570	P	11685	CARDINAL HEALTH 130, LLC	\$174.03	0	0303231	SODIUM CL IS O.9% x 3
03/03/2023	309571	P	10026	CASCADE NATURAL GAS CORP	\$56.88	0	0303231	NATURAL GAS FOR GENERATOR COLU
03/03/2023	309572	P	11075	CHINOOK HEATING & AIR INC	\$1,400.00	0	0303231	1705 Elementary - Morris - HP
03/03/2023	309573	P	10261	CITY OF RICHLAND	\$80.00	0	0303231	HASINA MINA SCHOLARSHIP GARDEN
03/03/2023	309574	P	10261	CITY OF RICHLAND	\$2,632.59	0	0303231	23-045 SANDERS ERWOW ANNUAL CO
03/03/2023	309575	P	10261	CITY OF RICHLAND	\$2,980.34	0	0303231	32 Galaxy - Schott - HP Rebate
03/03/2023	309576	P	10030	COLE INDUSTRIAL INC	\$131.02	0	0303231	STACK THERMOMETER FOR DIGESTER
03/03/2023	309577	P	11907	SYCURE CORP	\$300.00	0	0303231	100Mbps Fiber Back Haul VPN Ma
03/03/2023	309578	P	31360	COMMONSTREET CONSULTING LLC	\$1,355.17	0	0303231	Gage-Leslie Intersection - Ta
03/03/2023	309579	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$320.48	0	0303231	Brazeau Camo w/smoke lens
03/03/2023	309580	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$752.24	0	0303231	MARCH 2023 - INSPIRATION POINT
03/03/2023	309581	P	10452	DAYCO INCORPORATED	\$1,200.00	0	0303231	1726 Sagewood - Bissell - HP R
03/03/2023	309582	P	10756	DELL MARKETING LP	\$2,257.33	0	0303231	Dell - John Deskins Laptop, A-
03/03/2023	309583	P	10453	DELTA HEATING & COOLING INC	\$9,293.85	0	0303231	32 Galaxy - Schott - HP Loan
03/03/2023	309584	P	10184	FISHER SCIENTIFIC CO	\$6,414.49	0	0303231	C STOCK MISC.
03/03/2023	309585	P	31764	FIBER MARKETING INTERNATIONAL INC	\$403.05	0	0303231	SMALL EQUIP REPAIR - TRIMMER
03/03/2023	309586	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$2,175.44	0	0303231	PHONE LINES 02/10-03/09/23
03/03/2023	309587	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$1,227.00	0	0303231	Recording Fees - Liens & Relea
03/03/2023	309588	P	31421	GARY A TUCCI	\$1,591.00	0	0303231	HRSST January 2023 PASS THRU F
03/03/2023	309589	P	10050	GENERAL PACIFIC INC	\$55,584.83	0	0303231	1 PHASE TRANSFORMERS
03/03/2023	309590	P	31715	GENERAL PACIFIC INC	\$600.00	0	0303231	2457 Montgomery - Zorich - HPW
03/03/2023	309591	P	32125	HD SUPPLY INC	\$1,818.70	0	0303231	BEAKERS, CYLNRS, THMMTR, CHEMS
03/03/2023	309592	P	30053	HUMINSKY'S HEATING & COOLING LLC	\$10,178.67	0	0303231	607 Coast - Thomas - HP Loan
03/03/2023	309593	P	31219	INSIGHT PUBLIC SECTOR INC.	\$351.27	0	0303231	Power Automate GCC, Quote 0123
03/03/2023	309594	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$1,585.54	0	0303231	After Hours Emergency Calls
03/03/2023	309595	P	10262	LIFE ASSIST INC	\$1,926.67	0	0303231	O2 RESUS, MEGAMOVER, LANCETS,
03/03/2023	309596	P	10463	LU DLUM MEASUREMENTS INC	\$1,031.56	0	0303231	CALIBRATE LU DLUM 12 INSTRUMENT
03/03/2023	309597	P	31716	MERCURY ENTERPRISES INC	\$874.39	0	0303231	AIRTRAQ SP REGULAR SIZE 3 X 10
03/03/2023	309598	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$70.28	0	0303231	OIL DRY STA 73
03/03/2023	309599	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$2,155.00	0	0303231	PRE-EMP PHYSICALS: MEADS, SALL
03/03/2023	309600	P	10981	OIL RE-REFINING CO	\$275.00	0	0303231	Recycled Oil Haul 3/1/2023

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03/03/2023	309601	P	10357	OXARC INC	\$187.15	0	0303231	MEDICAL OXYGEN
03/03/2023	309602	P	31206	CI - PW LLC	\$102.07	0	0303231	Water Dispenser Rental
03/03/2023	309603	P	10971	PARAMOUNT COMMUNICATIONS INC	\$21,330.90	0	0303231	Fiber Build - 400 Bradley, Con
03/03/2023	309604	P	10232	PERFECTION GLASS INC	\$6,729.95	0	0303231	455 Carner - McLain - Window L
03/03/2023	309605	P	12238	REXEL USA, INC	\$28.50	0	0303231	Hole Seals
03/03/2023	309606	P	10102	PASCO RANCH AND HOME INC	\$130.43	0	0303231	BRINES - EMS DAY BOOT
03/03/2023	309607	P	12318	RINGOLD EMBROIDERY	\$53.24	0	0303231	WALLING - J317 CORE SOFT SHELL
03/03/2023	309608	P	10595	DR ROBERTS CONSTRUCTION INC	\$8,345.44	0	0303231	101 Bartlett - Balli - Window
03/03/2023	309609	P	11347	SANDY'S TROPHIES INC	\$27.39	0	0303231	RYAN WHITTEN NAME BADGE
03/03/2023	309610	P	30023	TAIFEI SCOTT	\$560.70	0	0303231	FEBRUARY CLASSES 9252
03/03/2023	309611	P	10311	SEA WESTERN INC	\$827.02	0	0303231	RFD - UNIFORM PANTS ORDER
03/03/2023	309612	P	10536	SPRAGUE PEST SOLUTIONS	\$190.23	0	0303231	SHOPS - PEST CONTROL
03/03/2023	309613	P	31059	STELLA-JONES CORPORATION	\$64,659.11	0	0303231	WOOD POLES
03/03/2023	309614	P	10393	STONEWAY ELECTRIC SUPPLY	\$33.40	0	0303231	ideal wire nut box
03/03/2023	309615	P	12430	SYSTEMS DESIGN WEST LLC	\$8,218.08	0	0303231	EMS BILLING DECEMBER 2022
03/03/2023	309616	P	10961	TACOMA SCREW PRODUCTS INC	\$483.53	0	0303231	SCREWS/WASHERS/NUTS/BITS
03/03/2023	309617	P	10395	TOTAL ENERGY MANAGEMENT INC	\$1,400.00	0	0303231	1982 Greenbrook - Schuermann -
03/03/2023	309618	P	11606	ELIZABETH E TROST	\$406.00	0	0303231	FEBRUARY CLASSES 9247
03/03/2023	309619	P	12160	TYLER TECHNOLOGIES, INC	\$1,400.00	0	0303231	EnerGov per Contract 184-17 Am
03/03/2023	309620	P	11175	TYNDALE ENTERPRISES INC	\$5,353.18	0	0303231	2023 FR CLOTHING PER SEATTLE C
03/03/2023	309621	P	10106	US LINEN & UNIFORM	\$21.20	0	0303231	LINENS - CHAIN OF SURVIVAL
03/03/2023	309622	P	11395	INLAND NW FRANCHISING INC	\$850.00	0	0303231	JANITORIAL SERVICES 03/01-03/3
03/03/2023	309623	P	10194	XEROX CORPORATION	\$496.64	0	0303231	Xerox Lease: C8045H/8TB-338231
03/03/2023	309624	P	11338	XIOLOGIX LLC	\$20,558.99	0	0303231	Xiologix Back Up Server, A-147
03/03/2023	309625	P	32131	YESDOGDIRECT LLC	\$1,728.21	0	0303231	HPWH Rebate Postcard Printing
03/08/2023	309626	P	10838	GRIGG ENTERPRISES INC	\$42.37	0	0308231	SHVL, CONCRETE MIX - VENUS CIR
03/08/2023	309627	P	31632	ADCOMM ENGINEERING LLC	\$14,898.50	0	0308231	RED MOUNTAIN SITE ENGINEERING
03/08/2023	309628	P	31437	ADEPT TESTING OCCUPATIONAL MEDICINE LLC	\$2,495.00	0	0308231	PRE-EMP PHYSICALS: (10)
03/08/2023	309629	P	11197	LUCAS M MILLER	\$350.00	0	0308231	Annual RR Crossing Inspection
03/08/2023	309630	P	11213	ALTEC INDUSTRIES INC	\$360.28	0	0308231	HYD FILTERS VEH#3393 WO#68673
03/08/2023	309631	P	11126	B AND B TRAILERS LLC	\$163.05	0	0308231	TILT DECK HINGE WELD REPAIR VE
03/08/2023	309632	P	10367	BANK OF AMERICA	\$1,247.69	0	0308231	BANK ANALYSIS FEES
03/08/2023	309633	P	31052	BEACON ATHLETICS LLC	\$2,426.19	0	0308231	SMALL ASSETS - COL PLAYFIELD -

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/08/2023	309634	P	10518	BEAVER BARK & ROCK	\$481.15	0	0308231	CONCRETE - 5LB BAG MIX .50 & .
03/08/2023	309635	P	10281	BENTON COUNTY	\$79,363.47	0	0308231	CUSTODY COSTS JANURARY 2023
03/08/2023	309636	P	10008	BENTON PUD	\$3,975.58	0	0308231	BADGER/SILLUSI UTILITIES 01/23
03/08/2023	309637	P	10468	BLACKSTONE AUDIOBOOKS	\$386.58	0	0308231	LIBRARY CD COLLECTION
03/08/2023	309638	P	11778	DSD CAPITAL LLC	\$141.70	0	0308231	Jan 2023 Pol Service-1032 Univ
03/08/2023	309639	P	31174	CHICAGO TITLE CO OF WASHINGTON	\$761.60	0	0308231	RECONVEYANCE DT#2004-014659
03/08/2023	309640	P	10877	CLAYTON WARD COMPANY	\$271.13	0	0308231	OFFICE PAPER RECYCLING - JANUA
03/08/2023	309641	P	31990	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	\$157,235.12	0	0308231	WWTP Aeration Basin Retrofit P
03/08/2023	309642	P	11516	COLEMAN OIL COMPANY	\$11,333.73	0	0308231	WEEKLY CARD LOCK FUEL 3/1-3/5/
03/08/2023	309643	P	31360	COMMONSTREET CONSULTING LLC	\$1,072.51	0	0308231	CENTER PARKWAY NORTH-GAGE TO T
03/08/2023	309644	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$69,798.67	0	0308231	WP & COPPER WIRE
03/08/2023	309645	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$163.05	0	0308231	RPD - LIGHTS
03/08/2023	309646	P	12494	CONSOR NORTH AMERICA INC	\$28,512.80	0	0308231	WWTF AERATION BASIN #2 RETROFI
03/08/2023	309647	P	11444	CORPORATE TRANSLATION SERVICES	\$329.61	0	0308231	TRANSLATION SERVICES 02/01-02/
03/08/2023	309648	P	11486	COYOTE RIDGE CORRECTIONS CENTER	\$355.83	0	0308231	Clean Up Crew - Feb 23
03/08/2023	309649	P	31562	KATHY DEE	\$369.60	0	0308231	FEBRUARY CLASSES
03/08/2023	309650	P	10139	DEPARTMENT OF ECOLOGY	\$35,508.28	0	0308231	Water Quality Municipalities F
03/08/2023	309651	P	32118	DON JOHNSON SALES INC	\$25,655.95	0	0308231	ONE NEW 2022 AIR TOW TRAILER M
03/08/2023	309652	P	10625	EATON CORPORATION	\$512.72	0	0308231	ELECTRICAL - SPARE BOXES
03/08/2023	309653	P	11533	ENTERPRISE SALES INC	\$43,632.18	0	0308231	DROP BOXES AND FRONT LOADERS A
03/08/2023	309654	P	11044	EWING IRRIGATION PRODUCTS INC	\$1,260.12	0	0308231	COL PLAYFIELD - CHALK, CLAY
03/08/2023	309655	P	10609	FRANKLIN PUD	\$1,241.80	0	0308231	XFRMR TESTING 1/21/23, STEVENS
03/08/2023	309656	P	10220	FRONTIER FENCE INC	\$94.69	0	0308231	POSTS, BRCKTS, BOLTS - VENUS C
03/08/2023	309657	P	10203	W.W. GRAINGER, INC	\$199.60	0	0308231	PIPE JACKET - SHOPS COOLING TO
03/08/2023	309658	P	32125	HD SUPPLY INC	\$1,833.56	0	0308231	Calcium Chloride
03/08/2023	309659	P	11813	HERC RENTALS INC	\$169.57	0	0308231	EQUIP RENTAL - CONCRETE WHEEL
03/08/2023	309660	P	11165	HYAS GROUP LLC	\$12,750.00	0	0308231	2023 INVESTMENT CONSULTING SRV
03/08/2023	309661	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$119.57	0	0308231	Shops SW Queensgate Repair 2/2
03/08/2023	309662	P	11330	IWORQ SYSTEMS	\$4,369.00	0	0308231	Code Enforcement Data Premium
03/08/2023	309663	P	31660	KELLEY CONNECT CO	\$125.23	0	0308231	Xerox Overages Feb 2023 - Shop
03/08/2023	309664	P	31660	KELLEY CONNECT CO	\$460.90	0	0308231	Xerox Feb 2023 & Origination F
03/08/2023	309665	P	11199	LIBERTY LAWN & SAW SHOP	\$621.13	0	0308231	SMALL EQUIP REPAIR - SAW PARTS
03/08/2023	309666	P	10298	LN CURTIS & SONS	\$1,657.78	0	0308231	LONG SLEEVE POLO FOR POLICE

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/08/2023	309667	P	10578	MIDWEST TAPE	\$5,739.91	0	0308231	HOOPLA FEBRUARY 2023
03/08/2023	309668	P	10110	MILESTONE ATHLETIC SUPPLY INC	\$97.83	0	0308231	JEFFERSON - PTICH PLATES
03/08/2023	309669	P	32133	GREGORY MITCHELL	\$1,647.00	0	0308231	YOUTH BB OFFICAL TRAINING
03/08/2023	309670	P	10083	MONARCH MACHINE & TOOL CO INC	\$415.91	0	0308231	BADGER OVERLOOK - NEW GATE
03/08/2023	309671	P	10371	MOTOROLA SOLUTIONS INC	\$565.62	0	0308231	APX radios for five new office
03/08/2023	309672	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$1,140.30	0	0308231	FILTER VEH#1209 WO#67207
03/08/2023	309673	P	31505	SPORTSENGINE INC	\$111.00	0	0308231	BACKGROUND CHECKS: LIBRARY
03/08/2023	309674	P	10472	OCLC INC	\$1,111.75	0	0308231	CATALOGING METADATA ILL FEBRUA
03/08/2023	309675	P	10357	OXARC INC	\$8.26	0	0308231	Cylinder Rental - Solid Waste
03/08/2023	309676	P	31673	ALBERT J ABREU	\$4,989.00	0	0308231	DIELECTRIC TEST OF BUCKET TRUC
03/08/2023	309677	P	10862	PARAMETRIX INC	\$6,755.85	0	0308231	2022 Horn Rapids Landfill Envi
03/08/2023	309678	P	10971	PARAMOUNT COMMUNICATIONS INC	\$13,562.23	0	0308231	COR Fiber Add Jadwin/Van Giese
03/08/2023	309679	P	999011	PARK PARTNERSHIP PROGRAM	\$7,278.33	0	0308231	Contract No. 202-22 Park Partn
03/08/2023	309680	P	10828	PIPE OF WASHINGTON	\$78,562.93	0	0308231	N Richland UV Disinfection Sys
03/08/2023	309681	P	999001	REC REFUND	\$178.00	0	0308231	damage deposit
03/08/2023	309682	P	999001	REC REFUND	\$178.00	0	0308231	damage deposit
03/08/2023	309683	P	31942	SABRE INDUSTRIES INC	\$173,394.98	0	0308231	RED MOUNTAIN SHELTER/TOWER
03/08/2023	309684	P	11347	SANDY'S TROPHIES INC	\$408.01	0	0308231	SERVICE PLAQUE: ANNE BRENNAN
03/08/2023	309685	P	10536	SPRAGUE PEST SOLUTIONS	\$225.38	0	0308231	STATION 73 - PEST CONTROL
03/08/2023	309686	P	10118	STEEBER'S LOCK SERVICE	\$208.66	0	0308231	SPARE KEY AND PROGRAM VEH#1228
03/08/2023	309687	P	10961	TACOMA SCREW PRODUCTS INC	\$28.70	0	0308231	RPD - SCREWS, THREADLOCKER
03/08/2023	309688	P	11108	THE PERSONAL TOUCH CLEANING INC	\$20,930.39	0	0308231	SHOPS 100 - JANITORIAL - FEBRU
03/08/2023	309689	P	10481	WEST PUBLISHING CORPORATION	\$2,448.45	0	0308231	ONLINE/SOFTWARE SUBSCRIPTION C
03/08/2023	309690	VOID	32021	FORD OF HERMISTON LLC	\$0.00	3141.72	0308231	VOID AFTER UPDATE 03/27/2023
03/08/2023	309691	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$2,723.57	0	0308231	Sign Shop Supplies
03/08/2023	309692	P	10128	THE MCCLATCHY COMPANY	\$473.39	0	0308231	LEGAL AD 2022 CAPER
03/08/2023	309693	P	10202	NORTHWEST ONE CALL SUBSURFACE WARNING SYSTEM	\$272.19	0	0308231	Locating Services Feb 2023
03/08/2023	309694	P	10860	VERIZON COMMUNICATIONS INC	\$19,220.77	0	0308231	Verizon Wireless NASPO Februar
03/08/2023	309695	P	10138	WA STATE AUDITOR'S OFFICE	\$1,287.78	0	0308231	Energy Compliance Attestation
03/08/2023	309696	P	999003	WASTEWORCS REFUND	\$65.92	0	0308231	Refund overpayment WW account
03/08/2023	309697	P	999003	WASTEWORCS REFUND	\$159.78	0	0308231	Refund overpayment WW account
03/08/2023	309698	P	999003	WASTEWORCS REFUND	\$1,435.39	0	0308231	Missapplied to WW s/b CIS 6823
03/08/2023	309699	P	999003	WASTEWORCS REFUND	\$995.87	0	0308231	Misapplied to WW s/b Scrap Met

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03/08/2023	309700	P	999003	WASTEWORCS REFUND	\$501.58	0	0308231	Refund overpayment WW account
03/08/2023	309701	P	999003	WASTEWORCS REFUND	\$146.50	0	0308231	Refund overpayment WW account
03/08/2023	309702	P	999003	WASTEWORCS REFUND	\$352.79	0	0308231	Refund overpayment WW account
03/08/2023	309703	P	10147	WILBUR-ELLIS HOLDINGS II, INC	\$1,396.32	0	0308231	AMMONIUM SULFATE BULK
03/10/2023	309704	P	10910	AG ENTERPRISE SUPPLY INC	\$2,669.55	0	0310231	CONTROLLER VEH#2515 WO#68686
03/10/2023	309705	P	32117	ALASKA RUBBER GROUP INC	\$71.03	0	0310231	Tubing, Teflon Tape, Urethane
03/10/2023	309706	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$562.04	0	0310231	LINEN CHARGES FOR FEBRUARY
03/10/2023	309707	P	999000	AUREF - Utility Customer Refunds	\$11.05	0	0310231	229 LASIANDRA CT
03/10/2023	309708	P	999000	AUREF - Utility Customer Refunds	\$66.95	0	0310231	2830 COPPERBUTTE ST
03/10/2023	309709	P	999000	AUREF - Utility Customer Refunds	\$589.89	0	0310231	2550 DUORTAIL ST O290
03/10/2023	309710	P	999000	AUREF - Utility Customer Refunds	\$111.50	0	0310231	1455 DENVER ST
03/10/2023	309711	P	999000	AUREF - Utility Customer Refunds	\$67.89	0	0310231	575 COLUMBIA POINT DR Apt 116
03/10/2023	309712	P	999000	AUREF - Utility Customer Refunds	\$105.40	0	0310231	2021 GREENBROOK BLVD
03/10/2023	309713	P	999000	AUREF - Utility Customer Refunds	\$356.37	0	0310231	24 GALAXY LN
03/10/2023	309714	P	999000	AUREF - Utility Customer Refunds	\$17.26	0	0310231	303 GAGE BLVD 115
03/10/2023	309715	P	999000	AUREF - Utility Customer Refunds	\$1.42	0	0310231	131 ENGLEWOOD DR
03/10/2023	309716	P	999000	AUREF - Utility Customer Refunds	\$1.70	0	0310231	3595 NOTTINGHAM DR
03/10/2023	309717	P	999000	AUREF - Utility Customer Refunds	\$79.53	0	0310231	1833 PEACH TREE LN 3
03/10/2023	309718	P	999000	AUREF - Utility Customer Refunds	\$57.58	0	0310231	78 HODGES CT
03/10/2023	309719	P	999000	AUREF - Utility Customer Refunds	\$1.70	0	0310231	2497 LEGACY LN
03/10/2023	309720	P	999000	AUREF - Utility Customer Refunds	\$144.40	0	0310231	413 VENTUS ST
03/10/2023	309721	P	999000	AUREF - Utility Customer Refunds	\$22.02	0	0310231	1833 PEACH TREE LN 3
03/10/2023	309722	P	999000	AUREF - Utility Customer Refunds	\$16.45	0	0310231	3003 QUEENSGATE DR Apt 243
03/10/2023	309723	P	999000	AUREF - Utility Customer Refunds	\$22.95	0	0310231	1219 BRENTWOOD AVE
03/10/2023	309724	P	999000	AUREF - Utility Customer Refunds	\$46.36	0	0310231	1833 PEACH TREE LN 3
03/10/2023	309725	P	999000	AUREF - Utility Customer Refunds	\$95.65	0	0310231	1833 PEACH TREE LN 3
03/10/2023	309726	P	999000	AUREF - Utility Customer Refunds	\$542.02	0	0310231	2003 KUHN ST
03/10/2023	309727	P	999000	AUREF - Utility Customer Refunds	\$209.61	0	0310231	514 GOETHALS DR
03/10/2023	309728	P	999000	AUREF - Utility Customer Refunds	\$171.31	0	0310231	1012 CHINOOK DR
03/10/2023	309729	P	30312	AUST, RANDY	\$341.34	0	0310231	23-066 REIMB AUST CPSE EXCELLE
03/10/2023	309730	P	32112	KENNETH P SCHMIDT	\$212.94	0	0310231	TOW TO T DENCHEL HERMISTON VEH
03/10/2023	309731	P	11079	AUTOZONE STORES LLC	\$45.52	0	0310231	BRAKE CLEANER VEH#3358 WO#6870
03/10/2023	309732	P	11126	B AND B TRAILERS LLC	\$355.45	0	0310231	JACK REPLACEMENT/REPAIR VEH#41

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03/10/2023	309733	P	10607	BADGER MOUNTAIN IRRIGATION DISTRICT	\$4,608.00	0	0310231	Q4 2022 BMID share of facility
03/10/2023	309734	P	10009	COUNTY OF BENTON	\$655.41	0	0310231	CRIME VICTIMS BCDC FEBRUARY 23
03/10/2023	309735	P	11778	DSD CAPITAL LLC	\$141.72	0	0310231	Septic Regular
03/10/2023	309736	P	10546	BOUND TREE MEDICAL LLC	\$306.00	0	0310231	IPRATROPIUM BROMIDE/ALBUTEROL
03/10/2023	309737	P	10072	CITY OF KENNEWICK	\$2,493.86	0	0310231	Richland MSDS Online 2023 Reim
03/10/2023	309738	P	10055	CITY OF PASCO	\$318,764.78	0	0310231	ANIMAL CONTROL SERVICES JULY -
03/10/2023	309739	P	10261	CITY OF RICHLAND	\$30.00	0	0310231	REDEVELOPMENT COMMUNITY MIN
03/10/2023	309740	P	10261	CITY OF RICHLAND	\$1,301.00	0	0310231	23-066 AUST CPSE EXCELLENCE OR
03/10/2023	309741	P	10135	CI SUPPORT LLC	\$45.20	0	0310231	ONSITE 64 GALLON RECURRING SHR
03/10/2023	309742	P	31507	COLUMBIA RIVER ELECTRIC MAINTENANCE	\$1,821.10	0	0310231	RETAINAGE CONTRACT #295-22
03/10/2023	309743	P	31360	COMMONSTREET CONSULTING LLC	\$1,124.68	0	0310231	Gage-Leslie Intersection - Ta
03/10/2023	309744	P	31289	COMMUNICATIONS INTERNATIONAL INC.	\$712.79	0	0310231	XL185 REPAIR - BC RADIO REPAIR
03/10/2023	309745	P	31848	CONSISTENT CARE SERVICES SPC PS	\$7,234.36	0	0310231	REF CONTRACT 113-22
03/10/2023	309746	P	11526	CORWIN OF PASCO LLC	\$3,630.79	0	0310231	FILTERS VEH#3393 WO#68673
03/10/2023	309747	P	11881	TARGETSOLUTIONS LEARNING, LLC	\$404.19	0	0310231	CREW SENSE 03/05/2023-04/04/20
03/10/2023	309748	P	31626	DE NORA HOLDINGS US INC	\$2,293.50	0	0310231	Brine Pump Repair - WTP
03/10/2023	309749	P	32057	DOUBLE J EXCAVATING INC	\$211,382.18	0	0310231	2022 Sewer Rehabilitation Proj
03/10/2023	309750	P	11115	ELECTRIC POWER SYSTEMS INC	\$24,799.75	0	0310231	Contract # 193-22; City View S
03/10/2023	309751	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$477.05	0	0310231	PRE-EMP SCREENINGS: MCCLURE, A
03/10/2023	309752	P	11044	EWING IRRIGATION PRODUCTS INC	\$103.52	0	0310231	RPD - CONCRETE PAD
03/10/2023	309753	P	12487	FARO TECHNOLOGIES INC	\$4,174.08	0	0310231	FARO LASER SCANNER FOCUS S CAL
03/10/2023	309754	P	31170	HIS DIME, LLC	\$1,642.77	0	0310231	DECAL CHANGE VEH#2481 WO#68678
03/10/2023	309755	P	10289	FIELD INSTRUMENTS & CONTROLS INC	\$518.13	0	0310231	SPARE PARTS FOR WWTF LIFT STAT
03/10/2023	309756	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$4,976.25	0	0310231	22-22 COSA AND FINANCIAL ANALY
03/10/2023	309757	P	31564	FNS COLLISION GROUP INC	\$2,818.54	0	0310231	BODY REPAIR VEH#3301 WO#68404
03/10/2023	309758	P	10220	FRONTIER FENCE INC	\$1,004.62	0	0310231	BEVERLY HEIGHTS - BACKSTOP REP
03/10/2023	309759	P	12485	FRONTIER PRECISION, INC	\$31,262.94	0	0310231	Trimble TSC7 System + S-Series
03/10/2023	309760	P	12252	FUTURA SYSTEMS, INC	\$9,989.12	0	0310231	Indigo Assets Configuration
03/10/2023	309761	P	31421	GARY A TUCCI	\$9,392.07	0	0310231	HRSST January Invoice 2023
03/10/2023	309762	P	10203	W.W. GRAINGER, INC	\$1,171.30	0	0310231	DRY WIPE, TUBING CUTTER, PRESS
03/10/2023	309763	P	30113	GRANICUS, LLC	\$44,006.99	0	0310231	GovAccess Renewal 2023 Q#24831
03/10/2023	309764	P	12200	HUGHES FIRE EQUIPMENT, INC	\$6,774.24	0	0310231	MIRROR,BELT,VALVE REPAIRS VEH#
03/10/2023	309765	P	10406	JUB ENGINEERS INC	\$14,715.20	0	0310231	JUB CLUBHOUSE LANE PHASE 2, CO

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03/10/2023	309766	P	31660	KELLEY CONNECT CO	\$54.26	0	0310231	XEROX/XERC8155/H2 #KC31628 1/3
03/10/2023	309767	P	31660	KELLEY CONNECT CO	\$254.36	0	0310231	AGREEMENT 112-1835175-000: XER
03/10/2023	309768	P	11667	KENWORTH SALES COMPANY	\$3,806.17	0	0310231	REAR BRAKES VEH#3337 WO#68371
03/10/2023	309769	P	11146	KIM FETROW	\$951.13	0	0310231	COUNCIL & STAFF HEADSHOTS
03/10/2023	309770	P	10262	LIFE ASSIST INC	\$1,184.43	0	0310231	STRIPS, NEEDLES, SYRINGE, BP U
03/10/2023	309771	P	10298	LN CURTIS & SONS	\$1,642.46	0	0310231	HYPRESS SERVICE STATION 72
03/10/2023	309772	P	11358	JO ANN MILLER	\$287.00	0	0310231	FEBRUARY 2023
03/10/2023	309773	P	10358	MOON SECURITY SERVICES INC	\$123.87	0	0310231	MOON SECURITY MARCH 2023
03/10/2023	309774	P	10383	NORTHWEST BIOSOLIDS MGMT ASN	\$666.00	0	0310231	2023 MEMBERSHIP DUES
03/10/2023	309775	P	10357	OXARC INC	\$447.85	0	0310231	Rental Multiple Gas Cylinders
03/10/2023	309776	P	10971	PARAMOUNT COMMUNICATIONS INC	\$8,094.89	0	0310231	COR Snyder to APEL Outage Repa
03/10/2023	309777	P	31791	PEAK INDUSTRIAL INC	\$748.14	0	0310231	WHEEL,TIRE VEH#7174 WO#68697
03/10/2023	309778	P	10936	PREMIER EXCAVATION INC	\$423,940.49	0	0310231	HENDERSON LOOP PHASE 2 CONSTRU
03/10/2023	309779	P	10102	PASCO RANCH AND HOME INC	\$173.75	0	0310231	ESTELL DAY BOOTS - MENS INSTIN
03/10/2023	309780	P	10047	R.D. OFFUTT COMPANY	\$2,206.61	0	0310231	PM SERVICE VEH#6630 WO#68648
03/10/2023	309781	P	10939	RETAIL LOCKBOX INC	\$2,895.43	0	0310231	UB PAYMENT PROCESSING FEBRUARY
03/10/2023	309782	P	12318	RINGOLD EMBROIDERY	\$344.31	0	0310231	ADDITIONAL BB CAP ORDER - MISS
03/10/2023	309783	P	10647	RIVER CITY TOWING INC	\$70.66	0	0310231	TOW TO SHOPS VEH#2446 WO#68665
03/10/2023	309784	P	10927	STAN BONHAM COMPANY, INC	\$2,853.59	0	0310231	WHEEL,TIRE,STOPS VEH#7161 WO#6
03/10/2023	309785	P	10440	SOLID WASTE SYSTEMS INC	\$4,563.40	0	0310231	LINK PIN VEH#3339 WO#68561
03/10/2023	309786	P	11166	TAPANI INC	\$76,968.95	0	0310231	HR Landfill Phase 2 Closure Pr
03/10/2023	309787	P	30813	CLOUDBURST CONSULTING GROUP INC	\$7,530.00	0	0310231	CLOUDBURST HOME ARP, CONTRACT
03/10/2023	309788	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$6,164.34	0	0310231	FLAT REPAIR VEH#7161 WO#68567
03/10/2023	309789	P	11018	TICOR TITLE COMPANY	\$380.10	0	0310231	MISC 2022 RECONVEYANCE CDBG PA
03/10/2023	309790	P	32021	FORD OF HERMISTON LLC	\$2,797.09	0	0310231	CHECK ENG LIGHT REPAIR VEH#504
03/10/2023	309791	P	10395	TOTAL ENERGY MANAGEMENT INC	\$1,003.68	0	0310231	RETAINAGE, CONTRACT #358-22
03/10/2023	309792	P	12414	TOTAL OFFICE CONCEPTS INC	\$1,174.18	0	0310231	Conference Tables - Shops RM 1
03/10/2023	309793	P	11239	TOTAL SITE SERVICES LLC	\$24,611.29	0	0310231	Uptown ADA Parking Lot Improve
03/10/2023	309794	P	11131	SANDRA R NINEMIRE	\$1,054.54	0	0310231	UNIFORM LAUNDRY SERVICE
03/10/2023	309795	P	10860	VERIZON COMMUNICATIONS INC	\$160.13	0	0310231	Verizon February 2023 Lifepack
03/10/2023	309796	P	10173	WASHINGTON STATE TREASURER	\$33,631.55	0	0310231	02/23 FINES & FORFEITURES BC
03/10/2023	309797	P	10770	WATSON FURNITURE GROUP	\$375.02	0	0310231	WATSON WAVE TASK LIGHT, LED, M
03/10/2023	309798	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$186.68	0	0310231	FITTINGS VEH#7159 WO#68660

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03/10/2023	309799	P	10194	XEROX CORPORATION	\$415.75	0	0310231	LA6-285265 ANNUAL BASE CHARGE
03/10/2023	309800	P	11338	XIOLOGIX LLC	\$3,294.61	0	0310231	Phone Router Server for vCUBE,
03/15/2023	309801	P	10247	3M	\$1,503.84	0	0315231	TRANSFER TAPE
03/15/2023	309802	P	31318	A WORKSAFE SERVICE INC	\$515.00	0	0315231	DOT/PRE-EMP DRUG TESTING: (6)
03/15/2023	309803	P	31231	ABM INDUSTRIES INC	\$449.25	0	0315231	SATELITE PD STATIONS - JANITOR
03/15/2023	309804	P	10838	GRIGG ENTERPRISES INC	\$141.89	0	0315231	Bar & Chain Oil
03/15/2023	309805	P	32117	ALASKA RUBBER GROUP INC	\$52.86	0	0315231	HYD HOSE VEH#3372 WO#68726
03/15/2023	309806	P	11213	ALTEC INDUSTRIES INC	\$238.49	0	0315231	HYD FILTER VEH#3334 WO#68554
03/15/2023	309807	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$682.63	0	0315231	4YD - CONCRETE - 3500 PSI 5.5
03/15/2023	309808	P	31317	AMERICAN WEST INDUSTRIES	\$176.09	0	0315231	ORINGS VEH#3341 WO#68557
03/15/2023	309809	P	10537	APOLLO INC	\$12,016.87	0	0315231	ALERTON CONTROLLER REPLACEMENT
03/15/2023	309810	P	10317	APOLLO SHEET METAL INC	\$1,886.75	0	0315231	RETAINAGE, CONTRACT #327-22
03/15/2023	309811	P	10275	BADGER METER INC.	\$1,132.68	0	0315231	AMERICAN ROCK MOTHERBOARD FOR
03/15/2023	309812	P	31109	BENTON CONSERVATION DISTRICT	\$2,486.82	0	0315231	C11-20 SALMON POWER PROGRAM IL
03/15/2023	309813	P	10009	COUNTY OF BENTON	\$68,428.24	0	0315231	BENTON COUNTY OFFICE OF PUBLIC
03/15/2023	309814	P	10009	COUNTY OF BENTON	\$10.00	0	0315231	QUIT CLAIM DEED 2711 KINGSGATE
03/15/2023	309815	P	10009	COUNTY OF BENTON	\$10.00	0	0315231	QUIT CLAIM DEED 2711 KINGSGATE
03/15/2023	309816	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$3,500.00	0	0315231	2023 Composting Permit
03/15/2023	309817	P	11778	DSD CAPITAL LLC	\$141.70	0	0315231	Outhouse - Landfill Feb 2023
03/15/2023	309818	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$466.83	0	0315231	RETAINAGE, CONTRACT #346-22
03/15/2023	309819	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$500.00	0	0315231	130 Hillview - Skare - HP Reba
03/15/2023	309820	P	10841	CASELLE INC	\$178.00	0	0315231	Caselle Contract Support & Mai
03/15/2023	309821	P	10847	CERIUM NETWORKS INC	\$1,256.53	0	0315231	Cisco IP Phone 8851 Spares Q#C
03/15/2023	309822	P	10597	CHARTER COMMUNICATIONS	\$172.76	0	0315231	CABLE SERVICES 03/01-03/29/23
03/15/2023	309823	P	11075	CHINOOK HEATING & AIR INC	\$700.00	0	0315231	1515 Alder - Flores - HP Rebat
03/15/2023	309824	P	30116	CHRISTENSEN, INC.	\$912.20	0	0315231	TRANS OIL & WASHER FLUID FOR S
03/15/2023	309825	P	10261	CITY OF RICHLAND	\$500.00	0	0315231	1603 Amon - Newton - HP Rebate
03/15/2023	309826	P	11516	COLEMAN OIL COMPANY	\$28,820.98	0	0315231	LANDFILL CLEAR DIESEL
03/15/2023	309827	P	10542	FIANDER & ASSOCIATES LLC	\$149.14	0	0315231	FITNESS ROOM DIAGNOSTIC
03/15/2023	309828	P	11801	COLUMBIA SAFETY LLC	\$150.00	0	0315231	CPR/AED TRAINING - BECHO, WINN
03/15/2023	309829	P	10452	DAYCO INCORPORATED	\$500.00	0	0315231	165 Arroyo - Thornton - HP Reb
03/15/2023	309830	P	31626	DE NORA HOLDINGS US INC	\$58,039.88	0	0315231	WTP OSG Cell Repair
03/15/2023	309831	P	10139	DEPARTMENT OF ECOLOGY	\$26,376.45	0	0315231	FY23 Municipal Stormwater Ph2

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/15/2023	309832	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$4,725.00	0	0315231	CORRECTIVE NOTICE PENALTY-3179
03/15/2023	309833	P	31557	BELEN DIAZ	\$7.84	0	0315231	Mileage from Landfill - 2/2023
03/15/2023	309834	P	11533	ENTERPRISE SALES INC	\$45,177.13	0	0315231	DROP BOXES AND FRONT LOADERS A
03/15/2023	309835	P	11044	EWING IRRIGATION PRODUCTS INC	\$858.73	0	0315231	COL PLAYFIELD - CLAY
03/15/2023	309836	P	31170	HIS DIME, LLC	\$349.51	0	0315231	REMOVAL OF DECALS VEH#2434 WO#
03/15/2023	309837	P	10315	FERGUSON US HOLDINGS INC	\$177.45	0	0315231	HOWARD AMON - PLUMBING PARTS
03/15/2023	309838	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$83.57	0	0315231	PHONE LINES 01/04-02/03/23
03/15/2023	309839	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$235.03	0	0315231	FAX LINES 03/01-03/31/23
03/15/2023	309840	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$835.74	0	0315231	E-Recording Fees for Liens & R
03/15/2023	309841	P	11155	GEOENGINEERS INC	\$4,583.00	0	0315231	Natural Resources Study 94-22
03/15/2023	309842	P	30517	HAMMACK, TODD	\$102.00	0	0315231	CDL Endorsement Reimbursement
03/15/2023	309843	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$63.09	0	0315231	STATION 71 - DOOR PARTS
03/15/2023	309844	P	31219	INSIGHT PUBLIC SECTOR INC.	\$59,394.14	0	0315231	MICROSOFT LICENSE RENEWAL
03/15/2023	309845	P	10837	INTERGRAPH CORPORATION	\$191,457.88	0	0315231	CAD UPGRADE, CONTRACT 211-22
03/15/2023	309846	P	31101	IOT INTEGRATORS LLC	\$24,278.04	0	0315231	468-21 DVR AND SCADA NEXUS DAT
03/15/2023	309847	P	10285	KENNEWICK IRRIGATION DISTRICT	\$789.23	0	0315231	Cent Pky ROW
03/15/2023	309848	P	11110	PUD NO. 1 OF KLIKITAT COUNTY	\$329.65	0	0315231	GOLGOTHA UTILITIES 01/31-02/28
03/15/2023	309849	P	10432	LANGUAGE LINE SERVICES INC	\$866.61	0	0315231	TRANSLATION SERVICES 02/01-02/
03/15/2023	309850	P	11652	MENKE JACKSON BEYER LLP	\$3,673.32	0	0315231	ACCT. #402-NOR AM INVESTMENTS,
03/15/2023	309851	P	11835	MILLER PAINT COMPANY INC	\$299.25	0	0315231	COL PLAYFIELD - PAINT
03/15/2023	309852	P	10083	MONARCH MACHINE & TOOL CO INC	\$201.16	0	0315231	BADGER OVERLOOK - NEW GATE
03/15/2023	309853	P	10358	MOON SECURITY SERVICES INC	\$179.30	0	0315231	WWTF BURGLARY & FIRE JAN '23
03/15/2023	309854	P	32126	SHEILA NAVARRO	\$2,000.00	0	0315231	EMPLOYEE TUITION REIMBURSEMENT
03/15/2023	309855	P	30088	NCR PAYMENT SOLUTIONS CORPORATION	\$1,818.74	0	0315231	MERCHANT SERVICE CHARGES FEBRU
03/15/2023	309856	P	10981	OIL RE-REFINING CO	\$364.10	0	0315231	Recycled Oil Haul 3/10/23
03/15/2023	309857	P	10357	OXARC INC	\$8.26	0	0315231	RPD CYLINDER RENTAL
03/15/2023	309858	P	12238	REXEL USA, INC	\$26.78	0	0315231	20A St Blank GFI
03/15/2023	309859	P	32130	DWAN PRIDEMORE	\$300.00	0	0315231	TRI-CITY FAMILY EXPO REGISTRAT
03/15/2023	309860	P	31515	PRO-PIPE INC	\$56,986.03	0	0315231	2021 LARGE DIAMETER SEWER CLEA
03/15/2023	309861	P	31809	CRAIG RAPP	\$2,190.54	0	0315231	Consultant Agreement-Strategic
03/15/2023	309862	P	31556	TINA RITCHIE	\$23.52	0	0315231	Mileage from Landfill - 2/2023
03/15/2023	309863	P	10647	RIVER CITY TOWING INC	\$383.72	0	0315231	RPD TOW CHARGE (REV INV PAY DI

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03/15/2023	309864	VOID	999012	RPD REIMBURSEMENTS	\$0.00	313	0315231	VOID AFTER UPDATE 03/16/2023
03/15/2023	309865	P	31817	SPEAKWRITE LLC	\$1,181.57	0	0315231	RPD TRANSCRIPTION SERVICES FOR
03/15/2023	309866	P	10536	SPRAGUE PEST SOLUTIONS	\$1,762.89	0	0315231	STATION 71 - PEST CONTROL
03/15/2023	309867	P	10393	STONEWAY ELECTRIC SUPPLY	\$167.08	0	0315231	RPD - LIGHTS
03/15/2023	309868	P	32137	STURGEON ELECTRIC CO	\$1,470.00	0	0315231	HYDRANT METER REFUND #307
03/15/2023	309869	P	32138	TC EXCAVATION LLC	\$1,470.00	0	0315231	HYDRANT METER REFUND #322
03/15/2023	309870	P	10027	THE PAPE' GROUP	\$430.63	0	0315231	PM SERVICE,HORN REPAIR VEH#715
03/15/2023	309871	P	31785	KENNEWICK PUBLIC FACILITIES DISTRICT	\$2,331.73	0	0315231	STRATEGIC PLANNING MEETING EXP
03/15/2023	309872	P	10395	TOTAL ENERGY MANAGEMENT INC	\$10,541.73	0	0315231	1603 Amon - Newton - HP Loan
03/15/2023	309873	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$297.73	0	0315231	12VOLT BATTERIES FOR BOMB ROBO
03/15/2023	309874	P	10128	THE MCCLATCHY COMPANY	\$991.57	0	0315231	ILP0107696 SEPA DET. FOR 1955
03/15/2023	309875	P	10907	TRI CITY REGIONAL CHAMBER OF COMMERCE	\$6,000.00	0	0315231	ANNUAL LEADER LEVEL INVESTMENT
03/15/2023	309876	P	32027	TTB INVESTMENTS LLC	\$1,950.00	0	0315231	RPD Storage Unit Rent April 20
03/15/2023	309877	P	12160	TYLER TECHNOLOGIES, INC	\$2,800.00	0	0315231	EnerGov per Contract 184-17 Am
03/15/2023	309878	P	31285	VIDEOLINK INC	\$1,116.35	0	0315231	HEADSETS/EAR CUSHIONS
03/15/2023	309879	P	10325	WA STATE CRIMINAL JUSTICE TRAINING	\$12,636.00	0	0315231	BLEA 858 ERICKSEN/LEWIS/LEMAR
03/15/2023	309880	P	10140	WASHINGTON STATE PATROL	\$583.00	0	0315231	RPD BACKGROUND CHECKS FEBRUARY
03/15/2023	309881	P	10815	WATER SOLUTIONS INC	\$67.39	0	0315231	WATER FILTRATION 03/07-04/06/2
03/15/2023	309882	P	11015	WEBCHECK INC	\$782.64	0	0315231	WEBCHECK SERVICE FEBRUARY 2023
03/15/2023	309883	P	10194	XEROX CORPORATION	\$620.39	0	0315231	8TB-626038 COPIER SVCS 01/25-0
03/15/2023	309884	P	11338	XIOLOGIX LLC	\$17,649.03	0	0315231	Xiologix SAN Upgrade for Hut,
03/16/2023	309885	P	10167	MIKE CASE	\$453.00	0	031623PP	NON COVERED RX
03/16/2023	309886	P	10165	JOHN M GANLEY	\$43.50	0	031623PP	NON COVERED RX
03/16/2023	309887	P	10876	BRUCE C PARSONS, OD PC	\$634.00	0	031623FP	NON COVERED VISION
03/16/2023	309888	P	10116	DONALD SIEMENS	\$43.81	0	031623FP	NON COVERED RX
03/17/2023	309889	P	10439	PYC LLC	\$1,761.33	0	0317231	RPD UNIFORM LAUNDRY FEBRUARY 2
03/17/2023	309890	P	10838	GRIGG ENTERPRISES INC	\$1,106.56	0	0317231	HORN RAPIDS - FENCE REPAIR
03/17/2023	309891	P	11664	AGTERRA TECHNOLOGIES INC	\$1,700.00	0	0317231	SPRAY LOG RENEWAL
03/17/2023	309892	P	32117	ALASKA RUBBER GROUP INC	\$14.64	0	0317231	FITTINGS VEH#3350 WO#68736
03/17/2023	309893	P	10157	AMERIGAS	\$155.79	0	0317231	PROPANE TANK RENTAL MONTANA L/
03/17/2023	309894	P	999000	AUREF - Utility Customer Refunds	\$34.37	0	0317231	575 COLUMBIA POINT DR Apt 312
03/17/2023	309895	P	999000	AUREF - Utility Customer Refunds	\$10.54	0	0317231	650 GEORGE WASHINGTON WAY Apt
03/17/2023	309896	P	999000	AUREF - Utility Customer Refunds	\$36.16	0	0317231	2513 DUPORTAIL ST Apt 349

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03/17/2023	309897	P	999000	AUREF - Utility Customer Refunds	\$38.09	0	0317231	785 CANYON ST Apt 205
03/17/2023	309898	P	999000	AUREF - Utility Customer Refunds	\$542.43	0	0317231	250 GAGE BLVD 3088
03/17/2023	309899	P	999000	AUREF - Utility Customer Refunds	\$121.93	0	0317231	50 COMPTON LN
03/17/2023	309900	P	999000	AUREF - Utility Customer Refunds	\$203.34	0	0317231	804 VAN GIESEN ST
03/17/2023	309901	P	999000	AUREF - Utility Customer Refunds	\$106.46	0	0317231	2100 BELLERIVE DR BB20
03/17/2023	309902	P	999000	AUREF - Utility Customer Refunds	\$270.68	0	0317231	519 SINGLETREE CT
03/17/2023	309903	P	999000	AUREF - Utility Customer Refunds	\$10.54	0	0317231	50 JADWIN AVE Apt 32
03/17/2023	309904	P	999000	AUREF - Utility Customer Refunds	\$173.50	0	0317231	1621 GEORGE WASHINGTON WAY A18
03/17/2023	309905	P	999000	AUREF - Utility Customer Refunds	\$76.30	0	0317231	451 WESTCLIFFE BLVD Apt C123
03/17/2023	309906	P	999000	AUREF - Utility Customer Refunds	\$30.62	0	0317231	451 WESTCLIFFE BLVD Apt D331
03/17/2023	309907	P	999000	AUREF - Utility Customer Refunds	\$13.65	0	0317231	2827 MONARCH LN
03/17/2023	309908	P	999000	AUREF - Utility Customer Refunds	\$25.13	0	0317231	2456 MAGGIO LOOP
03/17/2023	309909	P	999000	AUREF - Utility Customer Refunds	\$27.64	0	0317231	2479 MAGGIO LOOP
03/17/2023	309910	P	999000	AUREF - Utility Customer Refunds	\$100.55	0	0317231	1803 PEACH TREE LN C
03/17/2023	309911	P	999000	AUREF - Utility Customer Refunds	\$123.15	0	0317231	3003 QUEENSGATE DR Apt 360
03/17/2023	309912	P	999000	AUREF - Utility Customer Refunds	\$52.28	0	0317231	1930 GEORGE WASHINGTON WAY 216
03/17/2023	309913	P	999000	AUREF - Utility Customer Refunds	\$111.97	0	0317231	1511 WILSON ST
03/17/2023	309914	P	999000	AUREF - Utility Customer Refunds	\$147.11	0	0317231	2550 DUPORTAIL ST B110
03/17/2023	309915	P	999000	AUREF - Utility Customer Refunds	\$355.15	0	0317231	621 SMITH AVE
03/17/2023	309916	P	999000	AUREF - Utility Customer Refunds	\$118.42	0	0317231	1602 JADWIN AVE A
03/17/2023	309917	P	999000	AUREF - Utility Customer Refunds	\$81.11	0	0317231	1762 JADWIN AVE B
03/17/2023	309918	P	999000	AUREF - Utility Customer Refunds	\$660.81	0	0317231	1426 POTTER AVE
03/17/2023	309919	P	999000	AUREF - Utility Customer Refunds	\$154.32	0	0317231	250 BATTELLE BLVD Apt 110
03/17/2023	309920	P	999000	AUREF - Utility Customer Refunds	\$248.76	0	0317231	475 COLUMBIA POINT DR
03/17/2023	309921	P	999000	AUREF - Utility Customer Refunds	\$104.92	0	0317231	2400 BOISE ST
03/17/2023	309922	P	999000	AUREF - Utility Customer Refunds	\$235.08	0	0317231	777 MCMURRAY ST 2
03/17/2023	309923	P	999000	AUREF - Utility Customer Refunds	\$51.20	0	0317231	227 UNIVERSITY DR Apt 318
03/17/2023	309924	P	999000	AUREF - Utility Customer Refunds	\$176.75	0	0317231	1621 GEORGE WASHINGTON WAY C12
03/17/2023	309925	P	999000	AUREF - Utility Customer Refunds	\$181.34	0	0317231	2665 KINGSGATE WAY Apt D337
03/17/2023	309926	P	999000	AUREF - Utility Customer Refunds	\$394.85	0	0317231	1506 KIMBALL AVE
03/17/2023	309927	P	999000	AUREF - Utility Customer Refunds	\$108.08	0	0317231	3003 QUEENSGATE DR Apt 355
03/17/2023	309928	P	999000	AUREF - Utility Customer Refunds	\$131.85	0	0317231	167 KEENE RD
03/17/2023	309929	P	999000	AUREF - Utility Customer Refunds	\$230.53	0	0317231	2282 LIMAR CT

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03/17/2023	309930	P	999000	AUREF - Utility Customer Refunds	\$182.58	0	0317231	2840 MONARCH LN
03/17/2023	309931	P	999000	AUREF - Utility Customer Refunds	\$291.55	0	0317231	713 SANFORD AVE
03/17/2023	309932	P	999000	AUREF - Utility Customer Refunds	\$405.32	0	0317231	300 COLUMBIA POINT DR E119
03/17/2023	309933	P	999000	AUREF - Utility Customer Refunds	\$317.89	0	0317231	2513 DUPORTAIL ST Apt 136
03/17/2023	309934	P	999000	AUREF - Utility Customer Refunds	\$47.28	0	0317231	500 SNOW AVE
03/17/2023	309935	P	999000	AUREF - Utility Customer Refunds	\$46.84	0	0317231	2550 DUPORTAIL ST J257
03/17/2023	309936	P	999000	AUREF - Utility Customer Refunds	\$65.89	0	0317231	575 COLUMBIA POINT DR Apt 321
03/17/2023	309937	P	999000	AUREF - Utility Customer Refunds	\$87.47	0	0317231	575 COLUMBIA POINT DR Apt 104
03/17/2023	309938	P	999000	AUREF - Utility Customer Refunds	\$34.76	0	0317231	4299 BARBERA ST
03/17/2023	309939	P	999000	AUREF - Utility Customer Refunds	\$110.87	0	0317231	451 WESTCLIFFE BLVD Apt C320
03/17/2023	309940	P	999000	AUREF - Utility Customer Refunds	\$166.23	0	0317231	2555 DUPORTAIL ST B112
03/17/2023	309941	P	999000	AUREF - Utility Customer Refunds	\$37.23	0	0317231	1928 GEORGE WASHINGTON WAY K2
03/17/2023	309942	P	999000	AUREF - Utility Customer Refunds	\$125.00	0	0317231	2102 PUTNAM ST
03/17/2023	309943	P	999000	AUREF - Utility Customer Refunds	\$65.30	0	0317231	3003 QUEENSGATE DR Apt 247
03/17/2023	309944	P	999000	AUREF - Utility Customer Refunds	\$29.02	0	0317231	4155 TAMI ST
03/17/2023	309945	P	999000	AUREF - Utility Customer Refunds	\$77.11	0	0317231	785 CANYON ST Apt 203
03/17/2023	309946	P	999000	AUREF - Utility Customer Refunds	\$99.58	0	0317231	2894 SALK AVE Apt 340
03/17/2023	309947	P	999000	AUREF - Utility Customer Refunds	\$108.39	0	0317231	1010 CATSKILL ST 3
03/17/2023	309948	P	999000	AUREF - Utility Customer Refunds	\$79.99	0	0317231	2550 DUPORTAIL ST G142
03/17/2023	309949	P	999000	AUREF - Utility Customer Refunds	\$106.94	0	0317231	2433 GEORGE WASHINGTON WAY 320
03/17/2023	309950	P	999000	AUREF - Utility Customer Refunds	\$88.58	0	0317231	2848 MONARCH LN
03/17/2023	309951	P	999000	AUREF - Utility Customer Refunds	\$14.45	0	0317231	1518 MAHAN AVE
03/17/2023	309952	P	999000	AUREF - Utility Customer Refunds	\$140.00	0	0317231	2500 FALCONCREST LOOP
03/17/2023	309953	P	999000	AUREF - Utility Customer Refunds	\$120.64	0	0317231	2749 KETCH RD
03/17/2023	309954	P	999000	AUREF - Utility Customer Refunds	\$6.80	0	0317231	3240 QUAIL RIDGE LOOP
03/17/2023	309955	P	999000	AUREF - Utility Customer Refunds	\$1.70	0	0317231	1518 MAHAN AVE
03/17/2023	309956	P	999000	AUREF - Utility Customer Refunds	\$77.82	0	0317231	1205 GEORGE WASHINGTON WAY 12
03/17/2023	309957	P	999000	AUREF - Utility Customer Refunds	\$90.00	0	0317231	1966 MARSHALL AVE
03/17/2023	309958	P	999000	AUREF - Utility Customer Refunds	\$26.81	0	0317231	1878 FOWLER ST 8
03/17/2023	309959	P	999000	AUREF - Utility Customer Refunds	\$213.35	0	0317231	526 SATUS ST
03/17/2023	309960	P	999000	AUREF - Utility Customer Refunds	\$57.87	0	0317231	2550 DUPORTAIL ST S209
03/17/2023	309961	P	999000	AUREF - Utility Customer Refunds	\$114.11	0	0317231	250 GAGE BLVD 1085
03/17/2023	309962	P	999000	AUREF - Utility Customer Refunds	\$44.39	0	0317231	2555 DUPORTAIL ST H262

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/17/2023	309963	P	999000	AUREF - Utility Customer Refunds	\$136.17	0	0317231	2380 LINDBERG LOOP
03/17/2023	309964	P	999000	AUREF - Utility Customer Refunds	\$177.16	0	0317231	1653 MOWRY SQ
03/17/2023	309965	P	999000	AUREF - Utility Customer Refunds	\$12.02	0	0317231	50 JADWIN AVE Unit 81
03/17/2023	309966	P	999000	AUREF - Utility Customer Refunds	\$46.17	0	0317231	2894 SALK AVE Apt 208
03/17/2023	309967	P	999000	AUREF - Utility Customer Refunds	\$17.77	0	0317231	2894 SALK AVE Apt 128
03/17/2023	309968	P	999000	AUREF - Utility Customer Refunds	\$28.22	0	0317231	2894 SALK AVE Apt 329
03/17/2023	309969	P	999000	AUREF - Utility Customer Refunds	\$24.67	0	0317231	2895 PAULING AVE Apt 309
03/17/2023	309970	P	999000	AUREF - Utility Customer Refunds	\$4.67	0	0317231	2895 PAULING AVE Apt 229
03/17/2023	309971	P	999000	AUREF - Utility Customer Refunds	\$51.78	0	0317231	227 UNIVERSITY DR Apt 314
03/17/2023	309972	P	999000	AUREF - Utility Customer Refunds	\$12.75	0	0317231	1518 MAHAN AVE
03/17/2023	309973	P	999000	AUREF - Utility Customer Refunds	\$15.34	0	0317231	1770 LESLIE RD 203
03/17/2023	309974	P	999000	AUREF - Utility Customer Refunds	\$66.68	0	0317231	1780 PIKE AVE Apt G204
03/17/2023	309975	P	999000	AUREF - Utility Customer Refunds	\$10.00	0	0317231	2455 GEORGE WASHINGTON WAY O18
03/17/2023	309976	P	999000	AUREF - Utility Customer Refunds	\$40.63	0	0317231	850 AARON DR 71
03/17/2023	309977	P	999000	AUREF - Utility Customer Refunds	\$29.91	0	0317231	1928 GEORGE WASHINGTON WAY H4
03/17/2023	309978	P	999000	AUREF - Utility Customer Refunds	\$119.58	0	0317231	2550 DUPORTAIL ST N181
03/17/2023	309979	P	999000	AUREF - Utility Customer Refunds	\$182.00	0	0317231	2555 DUPORTAIL ST B211
03/17/2023	309980	P	999000	AUREF - Utility Customer Refunds	\$135.00	0	0317231	1900 STEVENS DR 709
03/17/2023	309981	P	32112	KENNETH P SCHMIDT	\$384.80	0	0317231	RPD TOW CHARGE
03/17/2023	309982	P	10607	BADGER MOUNTAIN IRRIGATION DISTRICT	\$10,818.35	0	0317231	2023 Irrigation Assmt - Storm
03/17/2023	309983	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$1,274.88	0	0317231	RETAINAGE, CONTRACT #223-22
03/17/2023	309984	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$113.43	0	0317231	LONG DISTANCE 03/06-04/05/23
03/17/2023	309985	P	10847	CERIUM NETWORKS INC	\$3,349.34	0	0317231	Cisco Wireless AP Hardware for
03/17/2023	309986	P	10597	CHARTER COMMUNICATIONS	\$227.97	0	0317231	RPD INTERNET ULTRA STATIC IP
03/17/2023	309987	P	10597	CHARTER COMMUNICATIONS	\$113.98	0	0317231	RPD BUSINESS INTERNET PLUS
03/17/2023	309988	P	30116	CHRISTENSEN, INC.	\$4,511.63	0	0317231	5W/30, 15W/40, HYD OIL FOR SHO
03/17/2023	309989	P	10055	CITY OF PASCO	\$45,839.61	0	0317231	1/3 COST ANIMAL SHELTER 2022 E
03/17/2023	309990	P	10261	CITY OF RICHLAND	\$4,462.84	0	0317231	UTILITIES 01/26-03/01/23
03/17/2023	309991	P	10261	CITY OF RICHLAND	\$16,032.63	0	0317231	LANDFILL CHARGES - FEBRUARY
03/17/2023	309992	P	10261	CITY OF RICHLAND	\$590.44	0	0317231	23-004 SCHIESSL SGR LEADERSHIP
03/17/2023	309993	P	30720	BRIGIT CLARY	\$74.00	0	0317231	23-056 CLARY LEGISLATIVE SESSI
03/17/2023	309994	P	11907	SYCURE CORP	\$830.00	0	0317231	1Gbps Fiber Service March 2023
03/17/2023	309995	P	10032	COLUMBIA GRAIN & FEED INC	\$52.27	0	0317231	SHARPEN CHAINS FOR SW CHAIN SA

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/17/2023	309996	P	10135	CI SUPPORT LLC	\$41.82	0	0317231	CI SHRED SERVICE - WO CODE 026
03/17/2023	309997	P	11526	CORWIN OF PASCO LLC	\$12,997.94	0	0317231	1 USED 2014 BUICK ENCORE PREMI
03/17/2023	309998	P	10756	DELL MARKETING LP	\$1,604.52	0	0317231	Dell - Shawn Harper Laptop, A-
03/17/2023	309999	P	10801	DOMESTIC VIOLENCE SVCS OF BNTN & FRNKLN COUNTIES	\$888.50	0	0317231	DV ADVOCACY SERVICES FEB 2023
03/17/2023	310000	P	30206	SANDI EDGEMON	\$539.72	0	0317231	23-073 EDGEMON PPC EXECUTIVE C
03/17/2023	310001	P	30214	ELITE CONSTRUCTION	\$194,050.70	0	0317231	RICHLAND LIBRARY STEAM SPACE C
03/17/2023	310002	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$25.27	0	0317231	PRE-EMP SCREENINGS: R ARAGON
03/17/2023	310003	P	11044	EWING IRRIGATION PRODUCTS INC	\$1,401.56	0	0317231	LANDSCAPING - RPD BUSHES & IRR
03/17/2023	310004	P	10315	FERGUSON US HOLDINGS INC	\$617.92	0	0317231	RV DUMP - DOUBLE CHECK
03/17/2023	310005	P	32136	JOSEPH S MERRITT	\$400.00	0	0317231	RPD TOW CHARGE
03/17/2023	310006	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$6,626.94	0	0317231	TELEPHONE CHARGES 3/19/23-4/18
03/17/2023	310007	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$2,170.94	0	0317231	PHONE LINES 03/10-04/09/23
03/17/2023	310008	P	10220	FRONTIER FENCE INC	\$1,524.60	0	0317231	2023 City-wide Fence Services
03/17/2023	310009	P	30383	FRONTLINE PUBLIC SAFETY SOLUTIONS	\$1,819.13	0	0317231	TRAINING TRACKER SOFTWARE RENE
03/17/2023	310010	P	31421	GARY A TUCCI	\$13,783.44	0	0317231	HRSST February Solar Generatio
03/17/2023	310011	P	31398	H.W. LOCHNER INC	\$12,247.90	0	0317231	SOUTH GWW INTERSECTION IMPROVE
03/17/2023	310012	P	10941	TRI COUNTY PARTNERS HABITAT FOR HUMANITY	\$1,548.70	0	0317231	CFIP2022-001 PROJECT REIMBURSM
03/17/2023	310013	P	32125	HD SUPPLY INC	\$1,045.00	0	0317231	LABSOLUTIONS POWDER DETERGENT
03/17/2023	310014	P	12200	HUGHES FIRE EQUIPMENT, INC	\$1,107.69	0	0317231	PM SERVICE VEH#5051 WO#68236
03/17/2023	310015	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$1,910.73	0	0317231	STATION 71 - DOOR PARTS
03/17/2023	310016	P	11843	IRON MOUNTAIN INC	\$223.39	0	0317231	RPD SHRED SERVICE
03/17/2023	310017	P	10496	ITRON INC	\$75,486.95	0	0317231	ERT MODULE
03/17/2023	310018	P	31585	JACKSON GROUP PETERBILT, INC.	\$50.74	0	0317231	CORE RETURN STEERING GEAR VEH#
03/17/2023	310019	P	31660	KELLEY CONNECT CO	\$470.67	0	0317231	Xerox March 2023 - Shops 100 C
03/17/2023	310020	P	11667	KENWORTH SALES COMPANY	\$1,431.78	0	0317231	FILTERS VEH#5060 WO#68754
03/17/2023	310021	P	10432	LANGUAGE LINE SERVICES INC	\$553.65	0	0317231	TRANSLATION SERVICES 02/01-02/
03/17/2023	310022	P	31520	THEODORE BLAINE LIGHT III	\$2,035.00	0	0317231	146-22 CEIP SUPPORT AND COMPLI
03/17/2023	310023	P	32092	LOOMIS ARMORED US LLC	\$582.00	0	0317231	ARMORED CAR SERVICE FEBRUARY 2
03/17/2023	310024	P	10463	LUDLUM MEASUREMENTS INC	\$7,864.44	0	0317231	CALIBRATE LUDLUM 26-1 INSTRUME
03/17/2023	310025	P	10371	MOTOROLA SOLUTIONS INC	\$140,406.09	0	0317231	APX6500 RADIO FOR PL UPFIT VEH
03/17/2023	310026	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$3,524.35	0	0317231	BATTERY, WIPERS VEH#2483 WO#68

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03/17/2023	310027	P	31755	DAVID NEHER	\$74.00	0	0317231	23-055 NEHER LEGISLATIVE SESSI
03/17/2023	310028	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$1,377.87	0	0317231	STOP ENG LIGHT REPAIR VEH#3341
03/17/2023	310029	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,065.00	0	0317231	PRE-EMP PHYSICAL, DOT/CDL PHYS
03/17/2023	310030	P	10357	OXARC INC	\$172.83	0	0317231	CYLINDER RENTAL - FEBRUARY
03/17/2023	310031	P	31206	CI - PW LLC	\$135.74	0	0317231	WWTF H/C DISP RENT 5 GAL H2O F
03/17/2023	310032	P	10047	R.D. OFFUTT COMPANY	\$1,546.74	0	0317231	REPLACE STARTER,PM SVC VEH#658
03/17/2023	310033	P	11136	RICHARD SCHURFELD	\$258.00	0	0317231	PORTAL SERVICE LOCATES FEBRUAR
03/17/2023	310034	P	11363	RODDA PAINT CO	\$30.48	0	0317231	VANDALISM - DUPORTAIL BRIDGE -
03/17/2023	310035	P	11488	RWC INTERNATIONAL LTD	\$879.78	0	0317231	BELT, LATCH VEH#5042 WO#68765
03/17/2023	310036	P	11563	SMARSH, INC.	\$3,042.92	0	0317231	Smarsh February 2023
03/17/2023	310037	P	31869	KRISTI SMITH	\$1,320.00	0	0317231	MARCH 2023 FIREFIGHTERS SEC MO
03/17/2023	310038	P	11785	SOLENIIS LLC	\$13,889.87	0	0317231	POLYMER FOR WWTF BFPS AND RDT
03/17/2023	310039	P	10440	SOLID WASTE SYSTEMS INC	\$302.40	0	0317231	GRIPPER PADS VEH#3364 WO#68136
03/17/2023	310040	P	30027	SEATTLE SEWING SOLUTIONS INC	\$970.15	0	0317231	Jumpsuits - Anderson
03/17/2023	310041	P	10536	SPRAGUE PEST SOLUTIONS	\$453.20	0	0317231	(M) COMMERCIAL GENERAL PEST WW
03/17/2023	310042	P	10393	STONEWAY ELECTRIC SUPPLY	\$1,255.98	0	0317231	LIBRARY - ELECTRICAL PARTS
03/17/2023	310043	P	10359	US LINEN & UNIFORM	\$1,138.76	0	0317231	IMPACT ACADEMY APPAREL
03/17/2023	310044	P	11725	T-MOBILE USA INC	\$100.00	0	0317231	RPD GPS LOCATE CASE 23-02797
03/17/2023	310045	P	10961	TACOMA SCREW PRODUCTS INC	\$3,954.78	0	0317231	FITTINGS, TOOLS, SHOP SUPPLIES
03/17/2023	310046	P	31735	MARQUES HARRER	\$333.87	0	0317231	RPD UNIFORM PANTS DORKO
03/17/2023	310047	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$8,417.88	0	0317231	CAP TIRES VEH#6000 WO#68760
03/17/2023	310048	P	32021	FORD OF HERMISTON LLC	\$672.74	0	0317231	A/C REPAIRS VEH#3348 WO#68773
03/17/2023	310049	P	10407	TOTER LLC	\$7,280.94	0	0317231	GREEN TOTER EVR II 96G LIDS
03/17/2023	310050	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$45.07	0	0317231	BATTERY VEH#7178 WO#68743
03/17/2023	310051	P	31958	TRUCKPRO HOLDING CORPORATION	\$146.63	0	0317231	4"ROUND LED LIGHTS VEH#5042 WO
03/17/2023	310052	P	10512	US BANK N A	\$245.00	0	0317231	FEBRUARY 2023 POOLED INVESTMEN
03/17/2023	310053	P	10106	US LINEN & UNIFORM	\$53.70	0	0317231	RPD TOWEL DELIVERY
03/17/2023	310054	P	31644	BROWN WARRIOR PUBLISHING LLC	\$275.00	0	0317231	OCTOBER 2022 HALF TILE ONLINE
03/17/2023	310055	P	11650	VERIZON WIRELESS SERVICES, LLC	\$85.00	0	0317231	RPD CELL PHONE LOCATE
03/17/2023	310056	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$64,436.93	0	0317231	VISIT TRI-CITIES CONTRACT DUES
03/17/2023	310057	P	10067	WA STATE DEPT OF AGRICULTURE	\$300.00	0	0317231	PESTICIDE TESTING - 4 PEOPLE
03/17/2023	310058	P	10194	XEROX CORPORATION	\$1,222.56	0	0317231	FEB XEROX COMM & MKTG SERIAL #
03/22/2023	310059	P	31231	ABM INDUSTRIES INC	\$18,003.53	0	0322231	MULTIPLE FACILITIES JANITORIAL

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03/22/2023	310060	P	10838	GRIGG ENTERPRISES INC	\$1,834.33	0	0322231	POLY ROPE 3/8X50 TAN
03/22/2023	310061	P	10157	AMERIGAS	\$341.50	0	0322231	PROPANE REFILL
03/22/2023	310062	P	10644	ANIXTER INC	\$1,584.85	0	0322231	E STOCK FUSES
03/22/2023	310063	P	10670	ARROW CONSTRUCTION SUPPLY INC	\$1,180.70	0	0322231	45 - SAFETY VEST
03/22/2023	310064	P	30313	STEVE AUSTIN	\$347.84	0	0322231	23-078 AUSTIN 03-04-2023 NFA R
03/22/2023	310065	P	10518	BEAVER BARK & ROCK	\$1,277.34	0	0322231	ROCK FOR KEENE RD CHECK DAM RE
03/22/2023	310066	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$1,100.00	0	0322231	2023 SOLID WASTE PERMIT VACTOR
03/22/2023	310067	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$1,100.00	0	0322231	2023 SOLID WASTE PERMIT STREET
03/22/2023	310068	P	10008	BENTON PUD	\$1,022.40	0	0322231	C-SC157A PRE-NOTIFICATION SERV
03/22/2023	310069	P	12320	BUILDERS FIRSTSOURCE, INC	\$121.72	0	0322231	2-1"X2" -48" WOOD STAKES 50PCS
03/22/2023	310070	P	11685	CARDINAL HEALTH 130, LLC	\$92.78	0	0322231	SODIUM CL; ASPIRIN; GLUCOSE
03/22/2023	310071	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	0322231	2/23 28638100009 110 SAINT
03/22/2023	310072	P	10250	CH2O INC	\$71.00	0	0322231	BOILER TESTING WWTF--FEB '23 B
03/22/2023	310073	P	11516	COLEMAN OIL COMPANY	\$21,014.37	0	0322231	WEEKLY CARD LOCK FUEL 3/13-3/1
03/22/2023	310074	P	10542	FIANDER & ASSOCIATES LLC	\$81.53	0	0322231	UNIVERSAL MACHINE (STA 71) CAR
03/22/2023	310075	P	10826	CORRECT EQUIPMENT INC	\$1,468.17	0	0322231	REPAIR DIAGNOSIS AND PARTS FOR
03/22/2023	310076	P	31235	ENVIRONMENTAL PRODUCTS & ACCESSORIES LLC	\$272.77	0	0322231	DROP MH BRIDGE FOR 6-IN SEWER
03/22/2023	310077	P	31170	HIS DIME, LLC	\$280.88	0	0322231	MAGNETIC OUT OF SERVICE SIGNS
03/22/2023	310078	P	10268	FEDERAL EXPRESS CORP	\$205.14	0	0322231	PRETRTMNT SMPL SHIP FPO ALS 2/
03/22/2023	310079	P	30874	BRENT THOMAS	\$108.70	0	0322231	HORN RAPIDS - STORAGE UNIT - M
03/22/2023	310080	P	31764	FIBER MARKETING INTERNATIONAL INC	\$363.79	0	0322231	SMALL EQUIP REPAIR - TIRMMER R
03/22/2023	310081	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$84.06	0	0322231	FD TELEPHONE CHARGES 03/01/23-
03/22/2023	310082	P	10203	W.W. GRAINGER, INC	\$836.37	0	0322231	HAND TOWELS, FOIL TAPE
03/22/2023	310083	P	32125	HD SUPPLY INC	\$2,363.21	0	0322231	DPD 1 DISPENSER 10ML SAMPLE 10
03/22/2023	310084	P	10285	KENNEWICK IRRIGATION DISTRICT	\$4,505.02	0	0322231	2023 ASSESSMENT - SW PARCEL 12
03/22/2023	310085	P	10262	LIFE ASSIST INC	\$490.38	0	0322231	MEDICAL SUPPLIES
03/22/2023	310086	P	10058	MATHESON PAINTING INC	\$1,393.10	0	0322231	RETAINAGE CONTRACT NO. 494-22
03/22/2023	310087	P	11214	MIDWEST LABORATORIES INC	\$375.00	0	0322231	COR COMPOST SAMPLING ROWS 49-5
03/22/2023	310088	P	10371	MOTOROLA SOLUTIONS INC	\$28,715.69	0	0322231	APX6500 RADIO FOR PL UPFIT VEH
03/22/2023	310089	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$36.60	0	0322231	BATTERY CLEANER & BRUSHES - WW
03/22/2023	310090	P	10357	OXARC INC	\$103.99	0	0322231	MEDICAL OXYGEN
03/22/2023	310091	P	31798	PERFORMANCE SYSTEMS INTEGRATION LLC	\$1,499.32	0	0322231	FIRE EXTINGUISHER INSPECTIONS

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03/22/2023	310092	P	12318	RINGOLD EMBROIDERY	\$628.85	0	0322231	TSHIRTS WALLING, BOWE, LONDON
03/22/2023	310093	P	11493	PICARD CORPORATION	\$5,297.02	0	0322231	BULK SALT/SHIP/PTO FOR WTF DEL
03/22/2023	310094	P	10393	STONEWAY ELECTRIC SUPPLY	\$216.97	0	0322231	SHALLOW CHANNEL 13/16 "
03/22/2023	310095	P	11295	TOWNSEND CONTROLS & ELECTRIC LLC	\$443.50	0	0322231	AFTER HOURS CALLOUT 2-9-23 FOR
03/22/2023	310096	P	12053	TRI-CITIES HISPANIC CHAMBER OF COMMERCE	\$200.00	0	0322231	MARCH 2023 TO 2024 MEMBERSHIP
03/22/2023	310097	P	10860	VERIZON COMMUNICATIONS INC	\$1,050.40	0	0322231	CELL PHONES 02/07-03/06/23
03/22/2023	310098	P	30837	JON WALLING	\$347.84	0	0322231	23-082 WALLING 03-04-2023 NFA
03/22/2023	310099	P	11161	WANCO	\$368.00	0	0322231	WIRE ASSY VEH#3348 WO#68571
03/22/2023	310100	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$3,044.98	0	0322231	LOW POWER REPAIR AND BELLY PAN
03/22/2023	310101	P	10194	XEROX CORPORATION	\$1,312.38	0	0322231	FEBRUARY COPIER CHARGES FOR O
03/22/2023	310102	P	12483	ZOLL MEDICAL SUPPLY	\$882.43	0	0322231	LITHIUM ION BATTERY SUREPOWER
03/24/2023	310103	P	10551	ACCENT SIGNS INC	\$489.15	0	0324231	24 - CITY DECALS FOR ANNIVERSA
03/24/2023	310104	P	10838	GRIGG ENTERPRISES INC	\$404.24	0	0324231	RAKES AND SHOVELS FOR SW POND
03/24/2023	310105	P	12417	AHBL, INC	\$3,885.00	0	0324231	Traffic Access & Land Use Feas
03/24/2023	310106	P	11323	BRYAN L CHRISTENSEN	\$2,258.16	0	0324231	1207 Williams - DeLeon - Windo
03/24/2023	310107	P	32117	ALASKA RUBBER GROUP INC	\$521.00	0	0324231	HOSE REPAIRS FOR JET AND VACTO
03/24/2023	310108	P	30077	BRETT ALMON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310109	P	11492	ALS GROUP USA CORP	\$855.00	0	0324231	ANALYTICAL SVCS COR BIOSOLIDS
03/24/2023	310110	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$1,766.33	0	0324231	3YD CONCRETE - 5.5 SK EXT 3/4"
03/24/2023	310111	P	32073	JOSHUA ANGLESEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310112	P	31227	AP TRITON CONSULTING LLC	\$7,500.00	0	0324231	FY 21/22 GEMT COST REPORT PREP
03/24/2023	310113	P	10547	ARBAUGH & ASSOCIATES INC	\$3,500.00	0	0324231	Contract Fees - February 2023
03/24/2023	310114	P	999000	AUREF - Utility Customer Refunds	\$226.89	0	0324231	712 SANFORD AVE
03/24/2023	310115	P	999000	AUREF - Utility Customer Refunds	\$11.46	0	0324231	309 GREENTREE CT 4
03/24/2023	310116	P	999000	AUREF - Utility Customer Refunds	\$27.64	0	0324231	227 UNIVERSITY DR Apt 221
03/24/2023	310117	P	999000	AUREF - Utility Customer Refunds	\$148.84	0	0324231	1851 JADWIN AVE 436
03/24/2023	310118	P	999000	AUREF - Utility Customer Refunds	\$104.31	0	0324231	534 HOLLY ST
03/24/2023	310119	P	999000	AUREF - Utility Customer Refunds	\$86.53	0	0324231	2366 MAGGIO LOOP
03/24/2023	310120	P	999000	AUREF - Utility Customer Refunds	\$247.55	0	0324231	1313 MAHAN AVE
03/24/2023	310121	P	999000	AUREF - Utility Customer Refunds	\$64.88	0	0324231	250 GAGE BLVD 1025
03/24/2023	310122	P	999000	AUREF - Utility Customer Refunds	\$46.76	0	0324231	1650 MOWRY SQ 307
03/24/2023	310123	P	999000	AUREF - Utility Customer Refunds	\$31.89	0	0324231	1529 COLUMBIA PARK TRL Apt 114
03/24/2023	310124	P	999000	AUREF - Utility Customer Refunds	\$68.28	0	0324231	3147 WILLOW POINTE DR

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/24/2023	310125	P	999000	AUREF - Utility Customer Refunds	\$188.79	0	0324231	2513 DUPORTAIL ST Apt 302
03/24/2023	310126	P	999000	AUREF - Utility Customer Refunds	\$154.49	0	0324231	451 WESTCLIFFE BLVD Apt C122
03/24/2023	310127	P	999000	AUREF - Utility Customer Refunds	\$175.85	0	0324231	451 WESTCLIFFE BLVD Apt H160
03/24/2023	310128	P	999000	AUREF - Utility Customer Refunds	\$49.09	0	0324231	1177 JADWIN AVE
03/24/2023	310129	P	999000	AUREF - Utility Customer Refunds	\$127.97	0	0324231	2420 DELLE CELLE DR
03/24/2023	310130	P	999000	AUREF - Utility Customer Refunds	\$150.57	0	0324231	1529 COLUMBIA PARK TRL Apt 232
03/24/2023	310131	P	999000	AUREF - Utility Customer Refunds	\$84.72	0	0324231	2555 BELLA COOLA LN Apt 277
03/24/2023	310132	P	999000	AUREF - Utility Customer Refunds	\$56.05	0	0324231	98 CULLUM AVE
03/24/2023	310133	P	999000	AUREF - Utility Customer Refunds	\$120.69	0	0324231	650 GEORGE WASHINGTON WAY Apt
03/24/2023	310134	P	999000	AUREF - Utility Customer Refunds	\$64.82	0	0324231	406 CHERRY BLOSSOM LOOP
03/24/2023	310135	P	999000	AUREF - Utility Customer Refunds	\$194.27	0	0324231	144 TRAVIS LN
03/24/2023	310136	P	999000	AUREF - Utility Customer Refunds	\$156.65	0	0324231	4993 SMITTY DR
03/24/2023	310137	P	999000	AUREF - Utility Customer Refunds	\$145.64	0	0324231	2894 SALK AVE Apt 362
03/24/2023	310138	P	30312	AUST, RANDY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310139	P	30313	STEVE AUSTIN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310140	P	11079	AUTOZONE STORES LLC	\$348.90	0	0324231	RADIATOR,HOSES VEH#3319 WO#684
03/24/2023	310141	P	32144	MATTHEW BAKER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310142	P	10009	COUNTY OF BENTON	\$504.06	0	0324231	CRIME VICTIMS BCDC JANUARY 23
03/24/2023	310143	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$27,498.12	0	0324231	FEB 2023 COVID-19 EFAP CDBG-CV
03/24/2023	310144	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$2,480.00	0	0324231	WATER SAMPLING ANALYSIS WTP
03/24/2023	310145	P	10008	BENTON PUD	\$81.58	0	0324231	(9) WYE LIGHTS-BADGER REPEATER
03/24/2023	310146	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$2,503.42	0	0324231	KENNEDY BOOSTER STATION
03/24/2023	310147	P	30337	BIRCH, TIMOTHY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310148	P	30340	BIRKHIMER, RYAN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310149	P	30355	BOWE, BRIAN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310150	P	30499	NOAH BOWEN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310151	P	11272	BOYD'S TREE SERVICE LLC	\$9,362.82	0	0324231	TREE PRUNING & VEGETATION MANA
03/24/2023	310152	P	30511	BRINES, SCOTT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310153	P	10832	BRUCE HEATING & AIR CONDITIONING INC	\$1,400.00	0	0324231	1405 Mahan - Liyu - HP Rebate
03/24/2023	310154	P	30661	BRYAN, DAMON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310155	P	30664	BUECHLER, KENNETH	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310156	P	30674	BYRD, CHRISTOPHER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310157	P	11172	CABLE HUSTON LLP	\$2,532.60	0	0324231	C220-19 Electric Utility Legal

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/24/2023	310158	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$5,797.95	0	0324231	429 Nicklaus - Hayes - HPWH Lo
03/24/2023	310159	P	11685	CARDINAL HEALTH 130, LLC	\$341.61	0	0324231	SODIUM CL, SUCCINYCHOLINE, NAR
03/24/2023	310160	P	31957	JUSTIN CARVITTO	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310161	P	10026	CASCADE NATURAL GAS CORP	\$1,717.92	0	0324231	RPD NATURAL GAS USAGE 2/15/23-
03/24/2023	310162	P	32037	COLTON CASILLAS	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310163	P	30688	CASTLEBERRY, WILLIAM CALEB	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310164	P	10473	CENTRAL MOLONEY INC	\$18,464.87	0	0324231	1PH TRANSFORMERS
03/24/2023	310165	P	10847	CERIUM NETWORKS INC	\$2,046.55	0	0324231	Cisco IP Phone 8851 Spares
03/24/2023	310166	P	30116	CHRISTENSEN, INC.	\$709.64	0	0324231	BULK DEF FOR SHOPS
03/24/2023	310167	P	10261	CITY OF RICHLAND	\$1,400.00	0	0324231	1825 Howell - Gibbons - HP Reb
03/24/2023	310168	P	30721	CLEMENSON, SCOTT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310169	P	10470	COMMERCIAL TIRE INC	\$7,977.62	0	0324231	TIRES, M&D TIRES VEH#7159 WO#6
03/24/2023	310170	P	32050	JACOB CROSHAW	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310171	P	30161	JOSHUA CROSHAW	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310172	P	11607	CUMMINS, INC	\$181.26	0	0324231	FILTER VEH#5060 WO#68754
03/24/2023	310173	P	10365	DAVID EVANS & ASSOCIATES INC	\$829.19	0	0324231	Center Parkway North-Railroad
03/24/2023	310174	P	30177	JENNIFER DAWSON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310175	P	10452	DAYCO INCORPORATED	\$500.00	0	0324231	191 Mattis - Smull - HP Rebate
03/24/2023	310176	P	10453	DELTA HEATING & COOLING INC	\$1,700.00	0	0324231	2361 Ferndale - Xu - HP Rebate
03/24/2023	310177	P	30182	CHRIS DENNEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310178	P	30184	JOE DEROUSIE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310179	P	31686	DKS ASSOCIATES	\$3,601.25	0	0324231	2022 Local Road Safety Plan 40
03/24/2023	310180	P	11169	EFFICIENCY SOLUTIONS LLC	\$7,757.50	0	0324231	C07-21 COMMERCIAL ENERGY EFFIC
03/24/2023	310181	P	30216	MIKE EMERICK	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310182	P	32145	TREVOR ERGESON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310183	P	30360	ESTELL, TIMOTHY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310184	P	11044	EWING IRRIGATION PRODUCTS INC	\$1,912.95	0	0324231	COLUMBIA PLAYFIELD - CLAY REFU
03/24/2023	310185	P	12303	EXPRESS SERVICES	\$2,662.55	0	0324231	CSR TEMPORARY EMPLOYEE - HAML
03/24/2023	310186	P	32146	ABRAHAM FANDRICH	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310187	P	31170	HIS DIME, LLC	\$47.12	0	0324231	DECALS VEH#3390 WO#68781
03/24/2023	310188	P	10276	FEDERAL SIGNAL CORPORATION	\$2,076.71	0	0324231	LIGHTS FOR PL UPFIT VEH#2538
03/24/2023	310189	P	32147	KYLE FELMLEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310190	P	10315	FERGUSON US HOLDINGS INC	\$40.57	0	0324231	3-RIGID STRUT CLMP5-/MONSTER T

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/24/2023	310191	P	10447	FINAL TOUCH UPHOLSTERY	\$326.10	0	0324231	BOTTOM SEAT REPAIR VEH#5042 WO
03/24/2023	310192	P	10954	LYNNE FOLLETT	\$23.72	0	0324231	LYNNE RICHLAND CHAMBER LUNCHEO
03/24/2023	310193	P	32026	HENRY FOSTER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310194	P	11585	GALLS, LLC	\$1,945.32	0	0324231	Command Hat Badges
03/24/2023	310195	P	32103	JASON GARRISON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310196	P	10050	GENERAL PACIFIC INC	\$34,104.69	0	0324231	207 George Wash - Robinson - H
03/24/2023	310197	P	31715	GENERAL PACIFIC INC	\$2,550.00	0	0324231	HPWH Rebates (3)
03/24/2023	310198	P	30410	ZACH GOULD	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310199	P	10203	W.W. GRAINGER, INC	\$105.33	0	0324231	CONNECTOR BRASS, COMPM, 1/4 I
03/24/2023	310200	P	32148	WALTER GREER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310201	P	30421	GRUBENHOFF, ROBERT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310202	P	31922	KELSEY HAN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310203	P	32149	ZACHARY HANNIBAL	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310204	P	30519	HANSEN, SCOTT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310205	P	30521	ADAM HARDGROVE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310206	P	30534	JAMES HEMPSTEAD	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310207	P	11813	HERC RENTALS INC	\$132.61	0	0324231	Light Tower Vertical Mast Rent
03/24/2023	310208	P	12200	HUGHES FIRE EQUIPMENT, INC	\$643.72	0	0324231	AERIAL INSPECTION VEH#5051 WO#
03/24/2023	310209	P	31209	WALTEK II, INCORPORATED	\$3,151.00	0	0324231	Soil Testing 2022 Reservoir Re
03/24/2023	310210	P	12484	INTERMOUNTAIN SIGN & SAFETY INC	\$1,201.68	0	0324231	ALUMINUM BLANKS 12X24 AND 12/1
03/24/2023	310211	P	10037	IW INTERNATIONAL INSULATION INC	\$533.14	0	0324231	1726 Horn - Bostrum - Insulati
03/24/2023	310212	P	10063	JACOBS & RHODES INC	\$3,000.00	0	0324231	1715 Birch - Arthur - HP Rebat
03/24/2023	310213	P	30579	JOSH JORDON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310214	P	31655	MATTHEW JUBB	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310215	P	30586	KARSPECK, STEIN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310216	P	32036	KODY KEATON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310217	P	31623	KELLER ASSOCIATES INC	\$3,797.50	0	0324231	TAPTEAL BOOSTER PUMP STATION &
03/24/2023	310218	VOID	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$0.00	12.45	0324231	VOID AFTER UPDATE 04/05/2023
03/24/2023	310219	P	11667	KENWORTH SALES COMPANY	\$195.63	0	0324231	FILTERS VEH#5055 WO#68827
03/24/2023	310220	P	30742	LANDON, KEVIN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310221	P	30076	DARREN LARPEUR	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310222	P	30755	TRAVIS LEONARD	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310223	P	11199	LIBERTY LAWN & SAW SHOP	\$696.48	0	0324231	ENG REPAIR ON TAMPER VEH#0030

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03/24/2023	310224	P	10262	LIFE ASSIST INC	\$6,579.92	0	0324231	FINGERTIP PULSE OXIMETER, REUS
03/24/2023	310225	P	10298	LN CURTIS & SONS	\$1,244.56	0	0324231	FD SCBA REPAIR PARTS
03/24/2023	310226	P	32150	PHEBE MARKLEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310227	P	30787	RAUL MARROQUIN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310228	P	32066	COLLIN MCCABE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310229	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$282.71	0	0324231	PIGTAIL VEH#6583 WO#68453
03/24/2023	310230	P	10316	MCDONALD & ASSOCIATES INC	\$173.92	0	0324231	STOCK - TOPSOIL
03/24/2023	310231	P	11576	MERCER (US) INC	\$10,729.16	0	0324231	2023 Benefits Consulting & Bro
03/24/2023	310232	P	32151	TRAVIS MERK	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310233	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,939.00	0	0324231	CLAYBELL PARK - PORT-A-POTTY R
03/24/2023	310234	P	31955	CHAD MILLER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310235	P	10751	CAR WASH PARTNERS INC	\$499.69	0	0324231	FEBRUARY CITY MISTER CAR WASHE
03/24/2023	310236	P	30235	LUKE MOHNEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310237	P	10083	MONARCH MACHINE & TOOL CO INC	\$43.55	0	0324231	METAL SQUARES VEH#2515 WO#686
03/24/2023	310238	P	10358	MOON SECURITY SERVICES INC	\$70.55	0	0324231	RPD RANGE ALARM MONITORING
03/24/2023	310239	P	10024	MOTION INDUSTRIES INC	\$1,687.36	0	0324231	E8_E9 MISC- OUT TO QUOTE
03/24/2023	310240	P	32152	JOEL MURILLO	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310241	P	32153	TRENTON NELSON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310242	P	31682	EMILY NICOARA	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310243	P	30275	COLTON O'BRIEN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310244	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$405.00	0	0324231	GREER/BOWEN/MOHNEY/MARROQUIN/E
03/24/2023	310245	P	10981	OIL RE-REFINING CO	\$300.00	0	0324231	Recycled Oil - Haul 3/16/23
03/24/2023	310246	P	30288	OTTENBREIT, JON	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310247	P	31438	JOE OWENS	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310248	P	10357	OXARC INC	\$191.76	0	0324231	MEDICAL OXYGEN
03/24/2023	310249	P	10081	PACIFIC HIDE & FUR DEPOT DBA	\$106.01	0	0324231	1-1/2 X 1-1/2 X 3/16 20'ANGLE
03/24/2023	310250	P	31206	CI - PW LLC	\$34.75	0	0324231	Water Landfill
03/24/2023	310251	P	10862	PARAMETRIX INC	\$5,528.06	0	0324231	HORN RAPIDS LANDFILL CLOSURE P
03/24/2023	310252	P	30432	PATTERSON, JOSH	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310253	P	30438	PEMBERTON, DAVID	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310254	P	31798	PERFORMANCE SYSTEMS INTEGRATION LLC	\$1,020.94	0	0324231	STA 71 APPARATUS - ANNUAL FIRE
03/24/2023	310255	P	31765	POLICY CONFLUENCE INC	\$6,200.00	0	0324231	National Community Survey & Pe
03/24/2023	310256	P	10074	PORT OF BENTON	\$1,100.00	0	0324231	IRRIGATION ASSESSMENT HR DOCK

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03/24/2023	310257	P	31210	LEPS-PSS, PLLC	\$600.00	0	0324231	POST COE PSYCH EVAL/SAR: SALEE
03/24/2023	310258	P	32123	TRI-CITIES SELF STORAGE LLC	\$225.00	0	0324231	Fitness Court Storage - April
03/24/2023	310259	P	31815	DALTON REENTS	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310260	P	11012	RH2 ENGINEERING INC	\$25,416.80	0	0324231	N Rcl'd Wellfield & UV Disinfect
03/24/2023	310261	P	10647	RIVER CITY TOWING INC	\$530.48	0	0324231	RPD TOW CHARGE
03/24/2023	310262	P	32154	BRENDA ROGERS	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310263	P	31854	COLTEN RONEY	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310264	P	32155	JOSEPH SCHWARTZ	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310265	P	30616	SENNER, ERIC	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310266	P	10744	SENSKE LAWN & TREE CARE INC	\$160.60	0	0324231	RPD RANGE LAWN SERVICE
03/24/2023	310267	P	10433	J.R. SETINA MANUFACTURING COMPANY INC.	\$472.03	0	0324231	BUMPER VEH#1214 WO#68421
03/24/2023	310268	P	10253	SMITH INSULATION INC	\$416.40	0	0324231	705 Saint - Barber - Insulatio
03/24/2023	310269	P	30632	JOSHUA SMITH	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310270	P	30640	SPENCER, C RYAN	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310271	P	10118	STEEBER'S LOCK SERVICE	\$298.49	0	0324231	REMOTE AND PROGRAMMING KEY VEH
03/24/2023	310272	P	11493	PICARD CORPORATION	\$3,659.42	0	0324231	BULK SALT FOR WWTF DEL 3-6-202
03/24/2023	310273	P	10393	STONEWAY ELECTRIC SUPPLY	\$366.10	0	0324231	RPD - LIGHTS
03/24/2023	310274	P	30656	STOVALL, JAMES	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310275	P	11195	STRATEGIC GOVERNMENT RESOURCES INC	\$4,768.95	0	0324231	March 2023 Training Session
03/24/2023	310276	P	10530	SUMMIT LAW GROUP PLLC	\$6,353.18	0	0324231	CITY OF RICHLAND LABOR & EMPLO
03/24/2023	310277	P	12430	SYSTEMS DESIGN WEST LLC	\$8,096.76	0	0324231	EMS BILLING FOR JANUARY 2023
03/24/2023	310278	P	31749	TAYLORD SYSTEMS LLC	\$486.43	0	0324231	TRAINING PROP ANGLE IRON ADDIT
03/24/2023	310279	P	31735	MARQUES HARRER	\$1,321.20	0	0324231	RPD UNIFORM MEADS
03/24/2023	310280	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$1,187.49	0	0324231	SNOW TIRE REMOVAL VEH#2453 WO#
03/24/2023	310281	P	31785	KENNEWICK PUBLIC FACILITIES DISTRICT	\$10,115.92	0	0324231	2023 Employee Breakfast – Cont
03/24/2023	310282	P	10442	TITAN TRUCK EQUIPMENT	\$3,480.70	0	0324231	TOOL BOX VEH#3356 WO#68715
03/24/2023	310283	P	32156	JOHN TOGIAI	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310284	P	32021	FORD OF HERMISTON LLC	\$8,293.96	0	0324231	TRANSFER CASE REPAIR VEH#2448
03/24/2023	310285	P	10395	TOTAL ENERGY MANAGEMENT INC	\$10,928.67	0	0324231	1825 Howell - Gibbons - HP Loa
03/24/2023	310286	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$1,162.22	0	0324231	Sign Shop Supplies
03/24/2023	310287	P	10187	TRANS UNION LLC	\$70.66	0	0324231	Credit Reporting Basic Service
03/24/2023	310288	P	12054	TRANSPO GROUP USA, INC	\$4,700.85	0	0324231	Downtown Connectivity Design -
03/24/2023	310289	P	10302	UNIVAR SOLUTIONS USA INC	\$1,240.04	0	0324231	2653 LB-SOD HYPO 12.5% LIQ CHL

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/24/2023	310290	P	30832	MICHAEL VAN BEEK	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310291	P	30836	ZACHARY WALLACE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310292	P	30837	JON WALLING	\$651.09	0	0324231	SMART WATCH VOUCHER
03/24/2023	310293	P	10140	WASHINGTON STATE PATROL	\$600.00	0	0324231	RPD ACCESS USER FEE 1ST QTR 20
03/24/2023	310294	P	32157	JOSEPH WEBSTER	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310295	P	32158	ZACHARY WEINERT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310296	P	10839	MICHAEL E WEST ENTERPRISES, INC.	\$40.19	0	0324231	KNEE PAD/ 9" LEVEL
03/24/2023	310297	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$140.75	0	0324231	FITTINGS VEH#3340 WO#68728
03/24/2023	310298	P	31385	CHRISTOPHER WILLETTE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310299	P	31683	JONATHON WITT	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310300	P	30862	MICHAEL WROOLIE	\$500.00	0	0324231	SMART WATCH VOUCHER
03/24/2023	310301	P	12483	ZOLL MEDICAL SUPPLY	\$2,445.46	0	0324231	RESQPOD ITD 10, THERMAL PAPER
03/24/2023	310302	P	30871	PETER ZUKOWSKI	\$500.00	0	0324231	SMART WATCH VOUCHER
03/29/2023	310303	P	10838	GRIGG ENTERPRISES INC	\$205.72	0	0329231	HOSE ADPTR, THREAD SEAL TAPE P
03/29/2023	310304	P	32117	ALASKA RUBBER GROUP INC	\$1,524.91	0	0329231	FILLING HOSES FOR WWTF JET TRU
03/29/2023	310305	P	11213	ALTEC INDUSTRIES INC	\$5,448.11	0	0329231	FIBERGLASS WALK-IN BUCKET FOR
03/29/2023	310306	P	999000	AUREF - Utility Customer Refunds	\$3.71	0	0329231	617 THAYER DR
03/29/2023	310307	P	10518	BEAVER BARK & ROCK	\$732.98	0	0329231	CONCRETE - 5LB BAG MIX 1.5YD/A
03/29/2023	310308	P	30355	BOWE, BRIAN	\$347.84	0	0329231	23-079 REIMB BOWE NFA RO673 EM
03/29/2023	310309	P	11272	BOYD'S TREE SERVICE LLC	\$4,898.96	0	0329231	TREE PRUNING & VEGETATION MANA
03/29/2023	310310	P	30508	BRIERE, LORI	\$328.75	0	0329231	MILEAGE REIMBURSEMENT WSI TRAI
03/29/2023	310311	P	10847	CERIUM NETWORKS INC	\$4,129.24	0	0329231	UMBRELLA CLOUD SECURITY RENEWA
03/29/2023	310312	P	10250	CH2O INC	\$71.00	0	0329231	BOILER TESTING WWTF--MAR '23 B
03/29/2023	310313	P	10597	CHARTER COMMUNICATIONS	\$227.97	0	0329231	RPD INTERNET ULTRA/STATIC IP
03/29/2023	310314	P	10055	CITY OF PASCO	\$3,447.00	0	0329231	1/3 COST OF NEW ANIMAL SHELTER
03/29/2023	310315	P	10261	CITY OF RICHLAND	\$148,730.78	0	0329231	CITY UTILITY BILLS/FEB 2023
03/29/2023	310316	P	10261	CITY OF RICHLAND	\$250.00	0	0329231	HR-R BLA 3395 SR 240
03/29/2023	310317	P	10261	CITY OF RICHLAND	\$110.00	0	0329231	23-041 ROGERS WMCA 2023 ANNUAL
03/29/2023	310318	P	30198	ESTHER MARIA CLICK	\$209.19	0	0329231	23-042 CLICK WA SR 911 PUB ED
03/29/2023	310319	P	11516	COLEMAN OIL COMPANY	\$28,568.45	0	0329231	WEEKLY CARD LOCK FUEL 3/20-3/2
03/29/2023	310320	P	10223	COLUMBIA RIGGING CORP	\$166.15	0	0329231	WIRE ROPE WINCH LINE CABLE FOR
03/29/2023	310321	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$1,316.86	0	0329231	Adobe Acrobat Pro 2020 License
03/29/2023	310322	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$4,611.33	0	0329231	CLEANERS, ROPE, TAPE, TIES, MI

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03/29/2023	310323	P	12151	CORE & MAIN LP	\$5,869.08	0	0329231	FITTINGS FOR TORBETT/MCPHERSON
03/29/2023	310324	P	11526	CORWIN OF PASCO LLC	\$27.70	0	0329231	PARTS RETURNED - SEE CR MEMOS
03/29/2023	310325	P	10297	COSTCO WHOLESALE #486	\$180.00	0	0329231	2023 Costco Membership
03/29/2023	310326	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$650.00	0	0329231	EXPLOSIVES LICENSE RENEWAL MIL
03/29/2023	310327	P	30073	DAVID DESCHANE	\$150.00	0	0329231	REIMB DESCHANE BOOT REIMBURSEM
03/29/2023	310328	P	11226	DGR GRANT CONSTRUCTION INC	\$6,000.24	0	0329231	RPD Breaching Pad, Contract #4
03/29/2023	310329	P	32139	DTG ENTERPRISES INC	\$12,990.17	0	0329231	Dropbox Recycling - Feb 2023
03/29/2023	310330	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$1,533.15	0	0329231	PRE-EMP SCREENINGS: MCDOWELL,
03/29/2023	310331	P	10315	FERGUSON US HOLDINGS INC	\$19.76	0	0329231	ELBOW/BUSHING
03/29/2023	310332	P	10289	FIELD INSTRUMENTS & CONTROLS INC	\$1,999.79	0	0329231	WASTEWATER LEVEL TRANSMITTER F
03/29/2023	310333	P	31764	FIBER MARKETING INTERNATIONAL INC	\$95.62	0	0329231	SMALL EQUIP - REPAIR PARTS
03/29/2023	310334	P	10220	FRONTIER FENCE INC	\$14,294.05	0	0329231	Stevens Drive Fence, CONTRACT
03/29/2023	310335	P	30383	FRONTLINE PUBLIC SAFETY SOLUTIONS	\$7,375.00	0	0329231	QA TRACKER/DORS/POLICY TRACKER
03/29/2023	310336	P	10369	G & R AG PRODUCTS INC	\$817.11	0	0329231	SPRAY EQUIP - REPAIR PARTS
03/29/2023	310337	P	32166	GAMACHE MAINTENANCE LLC	\$720.68	0	0329231	CPMA LANDSCAPE MAINTENANCE
03/29/2023	310338	P	10050	GENERAL PACIFIC INC	\$11,892.45	0	0329231	DEVICES_UG
03/29/2023	310339	P	32100	GLOBAL RENTAL CO INC	\$168,165.86	0	0329231	ONE NEW ALTEC AT40G BUCKET TRU
03/29/2023	310340	P	10203	W.W. GRAINGER, INC	\$1,083.34	0	0329231	HARDHATS, COVERALLS, & SQWINCH
03/29/2023	310341	P	32125	HD SUPPLY INC	\$848.88	0	0329231	2-MEMBRANE KIT W/ORINGS FCL SE
03/29/2023	310342	P	32162	DONALD KARGER	\$985.08	0	0329231	Strategic Planning Meeting Cat
03/29/2023	310343	P	11813	HERC RENTALS INC	\$67.62	0	0329231	14.5 GALLON OF LIQUID PROPANE
03/29/2023	310344	P	11286	HILL INTERNATIONAL INC	\$10,554.34	0	0329231	Consultant Agreement - FS 76,
03/29/2023	310345	P	11988	HOLIDAYGOO INC	\$273.00	0	0329231	EGGS FOR BUNNY WALK
03/29/2023	310346	P	32115	HOOKED UP PASCO INC	\$673.56	0	0329231	RTTO RATE RELOCATION OF VAN
03/29/2023	310347	P	10628	CPM DEVELOPMENT CORPORATION	\$366.10	0	0329231	4.21 TON ASPHALT - HMA 100 1/2
03/29/2023	310348	P	30565	JACKSON, JULIE	\$70.00	0	0329231	23-111 MILEAGE REIMBURSEMENT W
03/29/2023	310349	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$48.48	0	0329231	WWTF 2NDRY CLARF SPRAY LINE CO
03/29/2023	310350	P	11369	LEGACY TELECOMMUNICATIONS LLC	\$270.50	0	0329231	GOLGOTHA BATTERY CHARGER REPLA
03/29/2023	310351	P	32159	LEXISNEXIS RISK SOLUTIONS FL INC	\$3,723.30	0	0329231	RPD TRAX RENEWAL 11/22-10/23
03/29/2023	310352	P	10624	MACKAY SPOSITO INC	\$2,480.00	0	0329231	Wayfinding Signage & Gateway P
03/29/2023	310353	P	10665	MEIER ENTERPRISES INC	\$4,840.00	0	0329231	1344 Thayer Dr. Demo Drawings
03/29/2023	310354	P	31823	MILLER'S ELECTRIC SERVICES LLC	\$312.12	0	0329231	2023 ON-CALL ELECTRICAL SERVIC
03/29/2023	310355	P	31955	CHAD MILLER	\$347.84	0	0329231	23-081 REIMB MILLER NFA RO673

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03/29/2023	310356	P	11358	JO ANN MILLER	\$290.50	0	0329231	MARCH CLASSES 9227, 9231 DROP
03/29/2023	310357	P	31116	BAS INC	\$2,313.25	0	0329231	Door Hangers (White) Water Met
03/29/2023	310358	P	11040	FRANK MITCHELL	\$15.68	0	0329231	Mileage from Landfill - 2/2023
03/29/2023	310359	P	10083	MONARCH MACHINE & TOOL CO INC	\$2,260.22	0	0329231	EXPANDED METAL VEH#4183 WO#688
03/29/2023	310360	P	10358	MOON SECURITY SERVICES INC	\$123.87	0	0329231	BASIC FIRE TOTAL CONNECT COMM
03/29/2023	310361	P	31805	NATIONAL MEDICAL SERVICES INC	\$180.00	0	0329231	SPECIMEN TESTING RETURN & HAND
03/29/2023	310362	P	11132	WALLA WATER INC	\$369.58	0	0329231	2023 City-wide Overhead Door M
03/29/2023	310363	P	32105	KARLA PALOMAREZ	\$104.95	0	0329231	REIMB FOOD/SNACKS FOR 502 TRAI
03/29/2023	310364	P	11106	PLASTIC DESIGN TECHNOLOGY INC	\$2,380.32	0	0329231	METER MISC.
03/29/2023	310365	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	0329231	INTERNET SERVICES 04/01-04/30/
03/29/2023	310366	P	10936	PREMIER EXCAVATION INC	\$50,909.35	0	0329231	Center Parkway Ext N - 312-22
03/29/2023	310367	P	10724	PUBLIC SAFETY TESTING INC	\$297.00	0	0329231	ENTRY LEVEL POLICE RECRUITMENT
03/29/2023	310368	P	10047	R.D. OFFUTT COMPANY	\$3,198.79	0	0329231	BREAK INSPECTION VEH#7170 WO#6
03/29/2023	310369	P	10647	RIVER CITY TOWING INC	\$314.16	0	0329231	RPD TOW CHARGE
03/29/2023	310370	P	11347	SANDY'S TROPHIES INC	\$990.29	0	0329231	RPD YEAR END AWARDS
03/29/2023	310371	P	11098	SCHINDLER ELEVATOR CORPORATION	\$141.72	0	0329231	MARCH CHAIR LIFT INSPECTION WT
03/29/2023	310372	P	10311	SEA WESTERN INC	\$390.89	0	0329231	FD BOOT ORDER
03/29/2023	310373	P	10649	SNAP ON INCORPORATED	\$25.60	0	0329231	TRIM PAD TOOL
03/29/2023	310374	P	11019	SOLARWINDS INC	\$1,215.27	0	0329231	SOLARWINDS MAINTENANCE RENEWAL
03/29/2023	310375	P	30636	SOMES, SAM	\$136.00	0	0329231	REIMB CDL Endorsement
03/29/2023	310376	P	10536	SPRAGUE PEST SOLUTIONS	\$202.60	0	0329231	RPD RANGE PEST CONTROL
03/29/2023	310377	P	31735	MARQUES HARRER	\$1,747.97	0	0329231	RPD UNIFORM WOODHOUSE
03/29/2023	310378	P	11160	THE GENESIS GROUP	\$9,130.80	0	0329231	GENCORE RENEWAL
03/29/2023	310379	P	10407	TOTER LLC	\$2,727.29	0	0329231	TOTER 96 GALLON GEN II LID, GR
03/29/2023	310380	P	10642	SIRJMR INC	\$123.28	0	0329231	COFFEE DELIVERY AND WATER COOL
03/29/2023	310381	P	12160	TYLER TECHNOLOGIES, INC	\$1,400.00	0	0329231	EnerGov per Contract 184-17 Am
03/29/2023	310382	P	10106	US LINEN & UNIFORM	\$26.85	0	0329231	RPD TOWEL DELIVERY
03/29/2023	310383	P	12465	AUBLE, JOLICOEUR & GENTRY, INC	\$4,000.00	0	0329231	HORN RAPIDS INDUSTRIAL & COMME
03/29/2023	310384	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.84	0	0329231	MARCH HOT ARM RENTAL
03/29/2023	310385	P	10140	WASHINGTON STATE PATROL	\$3,000.00	0	0329231	ACCESS CHARGES - 1ST QTR
03/29/2023	310386	P	10173	WASHINGTON STATE TREASURER	\$25,879.84	0	0329231	01/23 FINES & FORFEITURES BC
03/29/2023	310387	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$925.04	0	0329231	PM SERVICE VEH#7178 WO#68451
03/29/2023	310388	P	10309	WA STATE LEOFF EDUCATION ASSOCIATION	\$1,485.00	0	0329231	WSLEA 2023 CONFERENCE - KRISTI

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03/31/2023	310389	P	10838	GRIGG ENTERPRISES INC	\$88.78	0	0331231	TRAILER HITCH PINS (4)
03/31/2023	310390	P	31632	ADCOMM ENGINEERING LLC	\$7,898.25	0	0331231	RED MOUNTAIN SITE ENGINEERING
03/31/2023	310391	P	999004	AMB REFUND	\$282.63	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310392	P	999004	AMB REFUND	\$103.47	0	0331231	AMBULANCE REFUND - PATIENT OVE
03/31/2023	310393	P	999004	AMB REFUND	\$597.00	0	0331231	AMBULANCE REFUND - PATIENT OVE
03/31/2023	310394	P	999004	AMB REFUND	\$679.60	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310395	P	999004	AMB REFUND	\$606.14	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310396	P	999004	AMB REFUND	\$10.00	0	0331231	AMBULANCE REFUND - PATIENT OVE
03/31/2023	310397	P	999004	AMB REFUND	\$80.27	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310398	P	999004	AMB REFUND	\$80.00	0	0331231	AMBULANCE REFUND - PATIENT OVE
03/31/2023	310399	P	999004	AMB REFUND	\$572.00	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310400	P	999004	AMB REFUND	\$542.40	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310401	P	999004	AMB REFUND	\$9.17	0	0331231	AMBULANCE REFUND - INS OVERPAY
03/31/2023	310402	P	999004	AMB REFUND	\$260.00	0	0331231	AMBULANCE REFUND - PATIENT OVE
03/31/2023	310403	P	10644	ANIXTER INC	\$5,692.08	0	0331231	11173 GUY GRIP 3/8IN LONG BAIL
03/31/2023	310404	P	10537	APOLLO INC	\$18,889.13	0	0331231	DUPORTAIL BRIDGE - 47-18
03/31/2023	310405	P	10317	APOLLO SHEET METAL INC	\$2,363.60	0	0331231	RETAINAGE, CONTRACT #71-22
03/31/2023	310406	P	31678	AT&T CORP	\$69.45	0	0331231	FAX LINES 02/22-03/21/23
03/31/2023	310407	P	999000	AUREF - Utility Customer Refunds	\$228.65	0	0331231	1851 JADWIN AVE 313
03/31/2023	310408	P	999000	AUREF - Utility Customer Refunds	\$174.03	0	0331231	1107 BRIDLE DR
03/31/2023	310409	P	999000	AUREF - Utility Customer Refunds	\$132.12	0	0331231	451 WESTCLIFFE BLVD Apt G351
03/31/2023	310410	P	999000	AUREF - Utility Customer Refunds	\$85.04	0	0331231	747 HANFORD ST
03/31/2023	310411	P	999000	AUREF - Utility Customer Refunds	\$93.78	0	0331231	69 JADWIN AVE 4
03/31/2023	310412	P	999000	AUREF - Utility Customer Refunds	\$213.54	0	0331231	1436 CARSON ST
03/31/2023	310413	P	999000	AUREF - Utility Customer Refunds	\$133.14	0	0331231	1905 HOOD AVE
03/31/2023	310414	P	999000	AUREF - Utility Customer Refunds	\$64.70	0	0331231	2550 DUPORTAIL ST P195
03/31/2023	310415	P	999000	AUREF - Utility Customer Refunds	\$59.14	0	0331231	1900 STEVENS DR 527
03/31/2023	310416	P	999000	AUREF - Utility Customer Refunds	\$229.16	0	0331231	1341 THAYER DR
03/31/2023	310417	P	999000	AUREF - Utility Customer Refunds	\$125.53	0	0331231	650 GEORGE WASHINGTON WAY Apt
03/31/2023	310418	P	999000	AUREF - Utility Customer Refunds	\$1.27	0	0331231	1210 CEDAR AVE
03/31/2023	310419	P	999000	AUREF - Utility Customer Refunds	\$176.88	0	0331231	1586 MERIWETHER AVE
03/31/2023	310420	P	999000	AUREF - Utility Customer Refunds	\$11.15	0	0331231	2310 OLYMPIA ST
03/31/2023	310421	P	999000	AUREF - Utility Customer Refunds	\$12.65	0	0331231	1503 VAN GIESEN ST

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03/31/2023	310422	P	10518	BEAVER BARK & ROCK	\$483.89	0	0331231	CONCRETE - 5LB BAG MIX 1.5 YD
03/31/2023	310423	P	10281	BENTON COUNTY	\$118,593.45	0	0331231	CUSTODY COSTS FEBRUARY 2023
03/31/2023	310424	P	10188	BENTON FRANKLIN TITLE COMPANY	\$280.00	0	0331231	RECONVEYANCE 1605 PERKINS AVE
03/31/2023	310425	P	10468	BLACKSTONE AUDIOBOOKS	\$135.00	0	0331231	LIBRARY CD COLLECTION
03/31/2023	310426	P	12320	BUILDERS FIRSTSOURCE, INC	\$209.51	0	0331231	40-2"X4" - 10' STD&BTR BFTA900
03/31/2023	310427	P	30682	CARPENTER, JACKIE	\$103.49	0	0331231	REIMB- JAN - MARCH 2023 (MONTH
03/31/2023	310428	P	10026	CASCADE NATURAL GAS CORP	\$14.10	0	0331231	110 SAINT 03/23-28638100009
03/31/2023	310429	P	30045	CHARTER COMMUNICATIONS HOLDINGS, LLC	\$893.75	0	0331231	TEXT TO 9-1-1 ADVERTISING SEPT
03/31/2023	310430	P	10261	CITY OF RICHLAND	\$850.80	0	0331231	23-011 MENDEZ ST GIS WORKGROUP
03/31/2023	310431	P	10223	COLUMBIA RIGGING CORP	\$62.50	0	0331231	RIGGING FOR PIPE
03/31/2023	310432	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$11,942.23	0	0331231	WIRE #6
03/31/2023	310433	P	11115	ELECTRIC POWER SYSTEMS INC	\$27,034.00	0	0331231	Contract # 193-22; City View S
03/31/2023	310434	P	10146	ENERGY NORTHWEST	\$195.00	0	0331231	WATER SAMPLING ANALYSIS
03/31/2023	310435	P	31707	ENGINEERED EQUIPMENT COMPANY OF ALASKA INC	\$305.45	0	0331231	OXYGEN SENSOR ASSEMBLY FOR INF
03/31/2023	310436	P	10315	FERGUSON US HOLDINGS INC	\$274.51	0	0331231	COUPLINGS AND THRD FLANGE FOR
03/31/2023	310437	P	10315	FERGUSON US HOLDINGS INC	\$93.55	0	0331231	1/4-2-21/2 QUICK CUTTER 152
03/31/2023	310438	P	10220	FRONTIER FENCE INC	\$815.25	0	0331231	2023 City-wide Fence Services
03/31/2023	310439	P	11585	GALLS, LLC	\$357.66	0	0331231	GALLS
03/31/2023	310440	P	10046	HD FOWLER CO	\$811.93	0	0331231	14-1" MIP X CT PACK JOINT COUP
03/31/2023	310441	P	10062	IRRIGATION SPECIALISTS INC	\$57.31	0	0331231	MEADOWS EAST - IRR PUMP SWITCH
03/31/2023	310442	P	10406	JUB ENGINEERS INC	\$4,580.20	0	0331231	JUB CLUBHOUSE LANE PHASE 2, CO
03/31/2023	310443	P	31660	KELLEY CONNECT CO	\$199.68	0	0331231	Xerox Overages March 2023 - Sh
03/31/2023	310444	P	10868	KEMIRA WATER SOLUTIONS INC	\$20,328.00	0	0331231	48,400LB PAX-XL 19 BULK WTP
03/31/2023	310445	P	30757	R. KIM LETTRICK	\$105.88	0	0331231	23-083 LETTRICK ST 911 AC MEET
03/31/2023	310446	P	10298	LN CURTIS & SONS	\$397.14	0	0331231	FD HELMETS
03/31/2023	310447	P	10083	MONARCH MACHINE & TOOL CO INC	\$1,374.86	0	0331231	REPAIR SNOW PLOW VEH#6640 WO#6
03/31/2023	310448	P	30280	TERESA OLLERMAN	\$521.91	0	0331231	23-084 OLLERMAN ST 911 AC MEET
03/31/2023	310449	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$1,525.00	0	0331231	PRE-EMP PHYSICAL, DOT/CDL PHYS
03/31/2023	310450	P	10357	OXARC INC	\$280.30	0	0331231	Cylinder 80 cuft/stargon gas
03/31/2023	310451	P	31206	CI - PW LLC	\$69.50	0	0331231	BOTTLED WATER FEBRUARY FOR PUR
03/31/2023	310452	P	10456	PERMIT SURVEYING INC	\$1,595.00	0	0331231	2021 General Surveying Service
03/31/2023	310453	P	12238	REXEL USA, INC	\$1,217.37	0	0331231	CONDUIT NIP LOCKNUTS/APP STRGT
03/31/2023	310454	P	32077	EC COMPANY	\$881.36	0	0331231	COOLANT LEAK REPAIR VEH#6654 W

Accounts Payable Checks

3/1/2023 - 3/31/2023

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
03/31/2023	310455	P	11038	QUALITY COATINGS INSPECTION & CONSULTING INC	\$4,702.50	0	0331231	2022 Reservoir Coating Project
03/31/2023	310456	P	31809	CRAIG RAPP	\$12,973.68	0	0331231	Consultant Agreement - March 2
03/31/2023	310457	P	999007	SIDEWALK REIMBURSEMENTS	\$1,070.15	0	0331231	Sidewalk Rebate Program 1107 B
03/31/2023	310458	P	30049	T.C. SHERRY & ASSOCIATES, P.S.	\$17,471.50	0	0331231	West Village Park - Landscape
03/31/2023	310459	P	10393	STONEWAY ELECTRIC SUPPLY	\$161.93	0	0331231	STATION 72 - LIGHTS
03/31/2023	310460	P	31735	MARQUES HARRER	\$3,787.00	0	0331231	FD WINTER COAT ORDER
03/31/2023	310461	P	30813	CLOUDBURST CONSULTING GROUP INC	\$5,852.00	0	0331231	CLOUDBURST HOME ARP, CONTRACT
03/31/2023	310462	P	10861	TRICOMP INC	\$650.00	0	0331231	MARCH AD 1ST STREET
03/31/2023	310463	P	10937	VALMONT INDUSTRIES INC	\$1,662.39	0	0331231	Pole Caps
03/31/2023	310464	P	10138	WA STATE AUDITOR'S OFFICE	\$742.95	0	0331231	Energy Compliance Attestation-
03/31/2023	310465	P	11338	XIOLOGIX LLC	\$89,057.82	0	0331231	Xiologix SAN Upgrade Data Cent
					\$5,944,028.84	\$801,669.40		

Accounts Payable Wires 3/1/2023 - 3/31/2023

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
03/03/2023	9455	71,216.49	CORVEL CORPORATION	February 2023 Claims	W
03/03/2023	9456	2,452.00	4MYBENEFITS, INC	March 2023 Admin Fees	W
03/03/2023	9457	321.75	UNIFYHR LLC	February 2023 Admin	W
03/02/2023	9458	106.08	BANK OF AMERICA	Library Merchant Service Fees	W
03/02/2023	9459	3,483.86	PAYMENT PROCESSING INC	Landfill Merchant Services Fee	W
03/02/2023	9460	1,300,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
03/07/2023	9461	107,641.67	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 2/27-3/5/23	W
03/07/2023	9462	13,880.70	CORVEL CORPORATION	Feb 2023 Admin Fees/2023 Annua	W
03/07/2023	9463	3,502.51	UNIFYHR LLC	FSA deduction on 3/7/23	W
03/07/2023	9464	2,855.61	UNIFYHR LLC	fsa DEBIT CARD DEDUCTION ON 3/	W
03/07/2023	9465	107.21	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA deduction on 3/6/23	W
03/08/2023	9466	500,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP # 1920	W
03/09/2023	9467	9,724.48	WASHINGTON STATE HEALTH CARE AUTHORITY	NPI 1215901129 SFY 2020 FINAL	W
03/14/2023	9468	169,484.85	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 3/6-3/12/23	W
03/10/2023	9469	3,700,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
03/10/2023	9470	163,068.87	RICHLAND GOLF MANAGEMENT CORPORATION	CPGC OPERATING REIMBURSEMENT 02	W
03/13/2023	9471	126,108.00	NW INTERGOVERNMENTAL ENERGY SUPPLY	TRANSALTA PURCHASE FY 2023 MAY	W
03/14/2023	9472	275.10	UNIFYHR LLC	FSA debit card deduction on 03	W
03/14/2023	9473	3,925.07	UNIFYHR LLC	FSA Debit Card Deduction on 03	W
03/14/2023	9474	275.42	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA Deduction on 03/14/2023	W
03/15/2023	9475	47,047.04	NW INTERGOVERNMENTAL ENERGY SUPPLY	HLH RATE, LLH RATE, TRUE-UP	W
03/16/2023	9476	1,000,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
03/20/2023	9477	37,671.03	PAYMENTUS CORPORATION	MERCHANT SERVICES FEES	W
03/20/2023	9478	1,100,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
03/21/2023	9479	108,395.26	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 3/13-3/19/23	W
03/28/2023	9480	410,745.16	WA STATE DEPARTMENT OF REVENUE	COMBINED EXCISE TAX - FEBRUARY	W
03/21/2023	9481	3,000.00	PLANSOURCE BENEFITS ADMINISTRATION, INC	FSA DEDUCTION ON 03/20/2023	W
03/21/2023	9482	2,442.50	UNIFYHR LLC	FSA DEDUCTION ON 03/21/2023	W
03/21/2023	9483	1,449.66	UNIFYHR LLC	FSA Deduction on 03/21/2023	W

Accounts Payable Wires 3/1/2023 - 3/31/2023

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
03/23/2023	9484	798,202.23	MOTOROLA SOLUTIONS INC	MOTOROLA MAINTENANCE RENEWAL 4	W
03/24/2023	9485	18,266.45	CIGNA HEALTH AND LIFE INSURANCE COMPANY	March 2023 Admin Fees	W
03/24/2023	9486	149,011.13	LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS	April 2023 Premium	W
03/24/2023	9487	378.00	A.W. REHN & ASSOCIATES INC	February 2023 Admin FEes	W
03/24/2023	9488	65,612.33	QBE INSURANCE CORPORATION	March 2023 Stop Loss Premium	W
03/24/2023	9489	17,016.88	SUN LIFE ASSURANCE COMPANY OF CANADA	March 2023 Premium	W
03/22/2023	9490	8,928.57	VISION SERVICE PLAN (WA)	MONTHLY INVOICE 03-2023	W
03/28/2023	9491	200,236.47	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 3/20-3/26/23	W
03/28/2023	9492	81,840.88	CORVEL CORPORATION	March 2023 Claims	W
03/28/2023	9493	321.75	UNIFYHR LLC	March 2023 FSA Admin Fees	W
03/28/2023	9494	3,131,024.00	BPA	FEB23-PAT01-10089	W
03/24/2023	9495	133,521.14	BANK OF AMERICA	FEBRUARY 2023 PCARD	W
03/28/2023	9496	3,292.97	UNIFYHR LLC	FSA Deduction on 03/28/2023	W
03/28/2023	9497	1,022.72	UNIFYHR LLC	FSA Deduction on 03/28/2023	W
03/31/2023	9498	3,500,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
TOTAL WIRE		\$16,997,855.84			

Payroll Wires and ACH 3/1/2023 thru 3/31/2023

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
03/02/2023	13247	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$171.15	
03/02/2023	13248	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$324,160.71	
03/02/2023	13249	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$213,922.75	
03/02/2023	13250	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$17,025.94	
03/02/2023	13251	10573	A.W. REHN & ASSOCIATES INC	\$29,812.50	
03/02/2023	13252	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$8,361.84	
03/02/2023	13253	10696	UNITED STATES TREASURY	\$432,214.57	
03/02/2023	13254	10698	RICHLAND POLICE GUILD	\$8,018.00	
03/02/2023	13255	10699	IUOE LOCAL #280	\$6,622.50	
03/02/2023	13256	10700	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	\$4,121.78	
03/02/2023	13257	10702	DIVISION OF CHILD SUPPORT	\$4,043.61	
03/02/2023	13258	10736	CITY OF RICHLAND	\$6,317.90	
03/02/2023	13259	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,124.98	
03/02/2023	13260	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$517,171.00	
03/02/2023	13261	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,192.68	
03/02/2023	13262	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$27,708.49	
03/02/2023	13263	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,568.90	
03/02/2023	13264	10787	CITY OF RICHLAND CIGNA LIFE	\$5,782.84	
03/02/2023	13265	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$1,733.06	
03/02/2023	13266	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,235.52	
03/02/2023	13267	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$160.40	
03/02/2023	13268	10791	CITY OF RICHLAND ER POST RETIREMENT	\$49,248.00	
03/02/2023	13269	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$19,152.00	
03/02/2023	13270	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$37,470.33	
03/02/2023	13271	53342	PROVIDENT LIFE	\$4,542.54	
			EFFECTIVE DATE TOTAL	\$1,726,883.99	
03/16/2023	13272	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$116.15	
03/16/2023	13273	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$309,504.96	
03/16/2023	13274	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$196,455.64	
03/16/2023	13275	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$15,775.47	
03/16/2023	13276	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$8,361.84	
03/16/2023	13277	10696	UNITED STATES TREASURY	\$387,295.61	
03/16/2023	13278	10702	DIVISION OF CHILD SUPPORT	\$4,043.61	
03/16/2023	13279	10736	CITY OF RICHLAND	\$5,951.25	
03/16/2023	13280	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,124.98	

Payroll Wires and ACH 3/1/2023 thru 3/31/2023

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
03/16/2023	13281	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$449,357.07	
03/16/2023	13282	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,958.16	
03/16/2023	13283	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$34,547.85	
03/16/2023	13284	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,538.25	
03/16/2023	13285	10787	CITY OF RICHLAND CIGNA LIFE	\$7.91	
03/16/2023	13286	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1.70	
03/16/2023	13287	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$37,056.72	
03/16/2023	13288	31408	AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS	\$5,132.28	
03/16/2023	13289	31409	NATIONWIDE	\$910.78	
03/16/2023	13290	31410	ARAG	\$553.03	
03/16/2023	13291	31411	ALLSTATE	\$739.50	
03/16/2023	13292	53342	PROVIDENT LIFE	\$4,502.50	
03/16/2023	13293	53343	SUN LIFE OPTIONAL LIFE INS	\$7,370.15	
			EFFECTIVE DATE TOTAL	\$1,475,305.41	
03/30/2023	13294	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$116.15	
03/30/2023	13295	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$316,251.65	
03/30/2023	13296	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$199,233.83	
03/30/2023	13297	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$16,297.86	
03/30/2023	13298	10696	UNITED STATES TREASURY	\$431,050.63	
03/30/2023	13299	10736	CITY OF RICHLAND	\$348.11	
03/30/2023	13300	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$416.67	
03/30/2023	13301	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$6,125.92	
03/30/2023	13302	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,041.41	
03/30/2023	13303	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$30,578.35	
03/30/2023	13304	10786	CITY OF RICHLAND CIGNA DISABILITY	\$56.70	
03/30/2023	13305	10787	CITY OF RICHLAND CIGNA LIFE	\$24.99	
03/30/2023	13306	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$5.36	
03/30/2023	13307	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$0.40	
03/30/2023	13308	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$38,161.61	
03/30/2023	13309	31411	ALLSTATE	\$12.50	
03/30/2023	13310	53342	PROVIDENT LIFE	\$40.04	
03/30/2023	13311	53343	SUN LIFE OPTIONAL LIFE INS	\$3.00	
			EFFECTIVE DATE TOTAL	\$1,041,765.18	
03/31/2023	13312	10696	UNITED STATES TREASURY	\$971.39	
			EFFECTIVE DATE TOTAL	\$971.39	

Payroll Wires and ACH 3/1/2023 thru 3/31/2023

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
Total		WIRE TOTAL FOR SELECTED TIME PERIOD		\$4,244,925.97	

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205112		0		\$2911.98	0
PAYROLL - 2023-03-02	3/2/2023	205113		0		\$2349.47	0
PAYROLL - 2023-03-02	3/2/2023	205114		0		\$1230.64	0
PAYROLL - 2023-03-02	3/2/2023	205115		0		\$1205.98	0
PAYROLL - 2023-03-02	3/2/2023	205116		0		\$1602.91	0
PAYROLL - 2023-03-02	3/2/2023	205117		0		\$2153.81	0
PAYROLL - 2023-03-02	3/2/2023	205118		0		\$4558.66	0
PAYROLL - 2023-03-02	3/2/2023	205119		0		\$1753.92	0
PAYROLL - 2023-03-02	3/2/2023	205120		0		\$2044.38	0
PAYROLL - 2023-03-02	3/2/2023	205121		0		\$1668.13	0
PAYROLL - 2023-03-02	3/2/2023	205122		0		\$2172.49	0
PAYROLL - 2023-03-02	3/2/2023	205123		0		\$2889.46	0
PAYROLL - 2023-03-02	3/2/2023	205124		0		\$2649.36	0
PAYROLL - 2023-03-02	3/2/2023	205125		0		\$4742.99	0
PAYROLL - 2023-03-02	3/2/2023	205126		0		\$6160.05	0
PAYROLL - 2023-03-02	3/2/2023	205127		0		\$4677.26	0
PAYROLL - 2023-03-02	3/2/2023	205128		0		\$1961.26	0
PAYROLL - 2023-03-02	3/2/2023	205129		0		\$1911.54	0
PAYROLL - 2023-03-02	3/2/2023	205130		0		\$1123.26	0
PAYROLL - 2023-03-02	3/2/2023	205131		0		\$1441.36	0
PAYROLL - 2023-03-02	3/2/2023	205132		0		\$1832.98	0
PAYROLL - 2023-03-02	3/2/2023	205133		0		\$1589.66	0
PAYROLL - 2023-03-02	3/2/2023	205134		0		\$1945.17	0
PAYROLL - 2023-03-02	3/2/2023	205135		0		\$1648.88	0
PAYROLL - 2023-03-02	3/2/2023	205136		0		\$2788.95	0
PAYROLL - 2023-03-02	3/2/2023	205137		0		\$1649.48	0
PAYROLL - 2023-03-02	3/2/2023	205138		0		\$2127.96	0
PAYROLL - 2023-03-02	3/2/2023	205139		0		\$2282.00	0
PAYROLL - 2023-03-02	3/2/2023	205140		0		\$1766.75	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205141		0		\$1651.36	0
PAYROLL - 2023-03-02	3/2/2023	205142		0		\$1702.90	0
PAYROLL - 2023-03-02	3/2/2023	205143		0		\$1517.55	0
PAYROLL - 2023-03-02	3/2/2023	205144		0		\$1641.81	0
PAYROLL - 2023-03-02	3/2/2023	205145		0		\$1981.63	0
PAYROLL - 2023-03-02	3/2/2023	205146		0		\$1997.54	0
PAYROLL - 2023-03-02	3/2/2023	205147		0		\$1392.09	0
PAYROLL - 2023-03-02	3/2/2023	205148		0		\$1653.51	0
PAYROLL - 2023-03-02	3/2/2023	205149		0		\$1694.36	0
PAYROLL - 2023-03-02	3/2/2023	205150		0		\$1904.13	0
PAYROLL - 2023-03-02	3/2/2023	205151		0		\$2543.14	0
PAYROLL - 2023-03-02	3/2/2023	205152		0		\$2037.02	0
PAYROLL - 2023-03-02	3/2/2023	205153		0		\$1658.90	0
PAYROLL - 2023-03-02	3/2/2023	205154		0		\$2313.11	0
PAYROLL - 2023-03-02	3/2/2023	205155		0		\$4333.90	0
PAYROLL - 2023-03-02	3/2/2023	205156		0		\$2684.34	0
PAYROLL - 2023-03-02	3/2/2023	205157		0		\$2574.77	0
PAYROLL - 2023-03-02	3/2/2023	205158		0		\$4655.89	0
PAYROLL - 2023-03-02	3/2/2023	205159		0		\$2010.98	0
PAYROLL - 2023-03-02	3/2/2023	205160		0		\$1763.07	0
PAYROLL - 2023-03-02	3/2/2023	205161		0		\$2052.03	0
PAYROLL - 2023-03-02	3/2/2023	205162		0		\$1328.31	0
PAYROLL - 2023-03-02	3/2/2023	205163		0		\$2251.30	0
PAYROLL - 2023-03-02	3/2/2023	205164		0		\$1624.11	0
PAYROLL - 2023-03-02	3/2/2023	205165		0		\$2622.66	0
PAYROLL - 2023-03-02	3/2/2023	205166		0		\$1478.27	0
PAYROLL - 2023-03-02	3/2/2023	205167		0		\$2597.18	0
PAYROLL - 2023-03-02	3/2/2023	205168		0		\$1602.14	0
PAYROLL - 2023-03-02	3/2/2023	205169		0		\$1583.13	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205170		0		\$1644.66	0
PAYROLL - 2023-03-02	3/2/2023	205171		0		\$2163.82	0
PAYROLL - 2023-03-02	3/2/2023	205172		0		\$2287.96	0
PAYROLL - 2023-03-02	3/2/2023	205173		0		\$1894.01	0
PAYROLL - 2023-03-02	3/2/2023	205174		0		\$2100.90	0
PAYROLL - 2023-03-02	3/2/2023	205175		0		\$2226.04	0
PAYROLL - 2023-03-02	3/2/2023	205176		0		\$2138.80	0
PAYROLL - 2023-03-02	3/2/2023	205177		0		\$2057.00	0
PAYROLL - 2023-03-02	3/2/2023	205178		0		\$2794.18	0
PAYROLL - 2023-03-02	3/2/2023	205179		0		\$1896.66	0
PAYROLL - 2023-03-02	3/2/2023	205180		0		\$1443.66	0
PAYROLL - 2023-03-02	3/2/2023	205181		0		\$1540.90	0
PAYROLL - 2023-03-02	3/2/2023	205182		0		\$2487.80	0
PAYROLL - 2023-03-02	3/2/2023	205183		0		\$1724.76	0
PAYROLL - 2023-03-02	3/2/2023	205184		0		\$1825.58	0
PAYROLL - 2023-03-02	3/2/2023	205185		0		\$1995.32	0
PAYROLL - 2023-03-02	3/2/2023	205186		0		\$1892.30	0
PAYROLL - 2023-03-02	3/2/2023	205187		0		\$1945.58	0
PAYROLL - 2023-03-02	3/2/2023	205188		0		\$1627.63	0
PAYROLL - 2023-03-02	3/2/2023	205189		0		\$1900.77	0
PAYROLL - 2023-03-02	3/2/2023	205190		0		\$2055.66	0
PAYROLL - 2023-03-02	3/2/2023	205191		0		\$1646.34	0
PAYROLL - 2023-03-02	3/2/2023	205192		0		\$2007.52	0
PAYROLL - 2023-03-02	3/2/2023	205193		0		\$2120.56	0
PAYROLL - 2023-03-02	3/2/2023	205194		0		\$3431.76	0
PAYROLL - 2023-03-02	3/2/2023	205195		0		\$1848.95	0
PAYROLL - 2023-03-02	3/2/2023	205196		0		\$143.61	0
PAYROLL - 2023-03-02	3/2/2023	205197		0		\$140.01	0
PAYROLL - 2023-03-02	3/2/2023	205198		0		\$175.92	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205199		0		\$147.20	0
PAYROLL - 2023-03-02	3/2/2023	205200		0		\$778.76	0
PAYROLL - 2023-03-02	3/2/2023	205201		0		\$157.96	0
PAYROLL - 2023-03-02	3/2/2023	205202		0		\$1998.26	0
PAYROLL - 2023-03-02	3/2/2023	205203		0		\$5016.00	0
PAYROLL - 2023-03-02	3/2/2023	205204		0		\$71.80	0
PAYROLL - 2023-03-02	3/2/2023	205205		0		\$129.26	0
PAYROLL - 2023-03-02	3/2/2023	205206		0		\$1933.81	0
PAYROLL - 2023-03-02	3/2/2023	205207		0		\$858.77	0
PAYROLL - 2023-03-02	3/2/2023	205208		0		\$154.38	0
PAYROLL - 2023-03-02	3/2/2023	205209		0		\$78.98	0
PAYROLL - 2023-03-02	3/2/2023	205210		0		\$1582.43	0
PAYROLL - 2023-03-02	3/2/2023	205211		0		\$161.55	0
PAYROLL - 2023-03-02	3/2/2023	205212		0		\$2059.41	0
PAYROLL - 2023-03-02	3/2/2023	205213		0		\$623.38	0
PAYROLL - 2023-03-02	3/2/2023	205214		0		\$157.96	0
PAYROLL - 2023-03-02	3/2/2023	205215		0		\$122.06	0
PAYROLL - 2023-03-02	3/2/2023	205216		0		\$157.96	0
PAYROLL - 2023-03-02	3/2/2023	205217		0		\$4155.21	0
PAYROLL - 2023-03-02	3/2/2023	205218		0		\$122.06	0
PAYROLL - 2023-03-02	3/2/2023	205219		0		\$75.40	0
PAYROLL - 2023-03-02	3/2/2023	205220		0		\$2369.39	0
PAYROLL - 2023-03-02	3/2/2023	205221		0		\$122.06	0
PAYROLL - 2023-03-02	3/2/2023	205222		0		\$136.42	0
PAYROLL - 2023-03-02	3/2/2023	205223		0		\$141.16	0
PAYROLL - 2023-03-02	3/2/2023	205224		0		\$2563.87	0
PAYROLL - 2023-03-02	3/2/2023	205225		0		\$157.96	0
PAYROLL - 2023-03-02	3/2/2023	205226		0		\$147.20	0
PAYROLL - 2023-03-02	3/2/2023	205227		0		\$154.38	0

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PAYROLL - 2023-03-02	3/2/2023	205228		0		\$174.10	0
PAYROLL - 2023-03-02	3/2/2023	205229		0		\$1683.25	0
PAYROLL - 2023-03-02	3/2/2023	205230		0		\$67.06	0
PAYROLL - 2023-03-02	3/2/2023	205231		0		\$129.25	0
PAYROLL - 2023-03-02	3/2/2023	205232		0		\$1625.27	0
PAYROLL - 2023-03-02	3/2/2023	205233		0		\$805.24	0
PAYROLL - 2023-03-02	3/2/2023	205234		0		\$28.72	0
PAYROLL - 2023-03-02	3/2/2023	205235		0		\$78.98	0
PAYROLL - 2023-03-02	3/2/2023	205236		0		\$147.20	0
PAYROLL - 2023-03-02	3/2/2023	205237		0		\$727.11	0
PAYROLL - 2023-03-02	3/2/2023	205238		0		\$122.06	0
PAYROLL - 2023-03-02	3/2/2023	205239		0		\$147.20	0
PAYROLL - 2023-03-02	3/2/2023	205240		0		\$596.04	0
PAYROLL - 2023-03-02	3/2/2023	205241		0		\$236.95	0
PAYROLL - 2023-03-02	3/2/2023	205242		0		\$2554.26	0
PAYROLL - 2023-03-02	3/2/2023	205243		0		\$2849.35	0
PAYROLL - 2023-03-02	3/2/2023	205244		0		\$1780.57	0
PAYROLL - 2023-03-02	3/2/2023	205245		0		\$2194.36	0
PAYROLL - 2023-03-02	3/2/2023	205246		0		\$1934.98	0
PAYROLL - 2023-03-02	3/2/2023	205247		0		\$1973.06	0
PAYROLL - 2023-03-02	3/2/2023	205248		0		\$2489.58	0
PAYROLL - 2023-03-02	3/2/2023	205249		0		\$3183.46	0
PAYROLL - 2023-03-02	3/2/2023	205250		0		\$1675.47	0
PAYROLL - 2023-03-02	3/2/2023	205251		0		\$1969.59	0
PAYROLL - 2023-03-02	3/2/2023	205252		0		\$1802.80	0
PAYROLL - 2023-03-02	3/2/2023	205253		0		\$1785.31	0
PAYROLL - 2023-03-02	3/2/2023	205254		0		\$2614.08	0
PAYROLL - 2023-03-02	3/2/2023	205255		0		\$1968.91	0
PAYROLL - 2023-03-02	3/2/2023	205256		0		\$2155.28	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205257		0		\$1526.39	0
PAYROLL - 2023-03-02	3/2/2023	205258		0		\$2033.90	0
PAYROLL - 2023-03-02	3/2/2023	205259		0		\$2148.66	0
PAYROLL - 2023-03-02	3/2/2023	205260		0		\$1680.57	0
PAYROLL - 2023-03-02	3/2/2023	205261		0		\$2317.68	0
PAYROLL - 2023-03-02	3/2/2023	205262		0		\$1994.81	0
PAYROLL - 2023-03-02	3/2/2023	205263		0		\$1704.72	0
PAYROLL - 2023-03-02	3/2/2023	205264		0		\$2011.08	0
PAYROLL - 2023-03-02	3/2/2023	205265		0		\$2116.92	0
PAYROLL - 2023-03-02	3/2/2023	205266		0		\$1448.04	0
PAYROLL - 2023-03-02	3/2/2023	205267		0		\$1978.33	0
PAYROLL - 2023-03-02	3/2/2023	205268		0		\$1957.83	0
PAYROLL - 2023-03-02	3/2/2023	205269		0		\$1890.64	0
PAYROLL - 2023-03-02	3/2/2023	205270		0		\$1944.64	0
PAYROLL - 2023-03-02	3/2/2023	205271		0		\$2713.11	0
PAYROLL - 2023-03-02	3/2/2023	205272		0		\$3421.30	0
PAYROLL - 2023-03-02	3/2/2023	205273		0		\$2079.75	0
PAYROLL - 2023-03-02	3/2/2023	205274		0		\$4060.59	0
PAYROLL - 2023-03-02	3/2/2023	205275		0		\$3359.64	0
PAYROLL - 2023-03-02	3/2/2023	205276		0		\$3332.89	0
PAYROLL - 2023-03-02	3/2/2023	205277		0		\$2756.00	0
PAYROLL - 2023-03-02	3/2/2023	205278		0		\$3373.29	0
PAYROLL - 2023-03-02	3/2/2023	205279		0		\$3937.58	0
PAYROLL - 2023-03-02	3/2/2023	205280		0		\$4909.77	0
PAYROLL - 2023-03-02	3/2/2023	205281		0		\$3696.39	0
PAYROLL - 2023-03-02	3/2/2023	205282		0		\$3538.47	0
PAYROLL - 2023-03-02	3/2/2023	205283		0		\$3249.76	0
PAYROLL - 2023-03-02	3/2/2023	205284		0		\$2859.65	0
PAYROLL - 2023-03-02	3/2/2023	205285		0		\$2532.15	0

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PAYROLL - 2023-03-02	3/2/2023	205286		0		\$2656.76	0
PAYROLL - 2023-03-02	3/2/2023	205287		0		\$3777.69	0
PAYROLL - 2023-03-02	3/2/2023	205288		0		\$5721.26	0
PAYROLL - 2023-03-02	3/2/2023	205289		0		\$3837.04	0
PAYROLL - 2023-03-02	3/2/2023	205290		0		\$2833.47	0
PAYROLL - 2023-03-02	3/2/2023	205291		0		\$2879.96	0
PAYROLL - 2023-03-02	3/2/2023	205292		0		\$3304.91	0
PAYROLL - 2023-03-02	3/2/2023	205293		0		\$3317.59	0
PAYROLL - 2023-03-02	3/2/2023	205294		0		\$3816.41	0
PAYROLL - 2023-03-02	3/2/2023	205295		0		\$2917.90	0
PAYROLL - 2023-03-02	3/2/2023	205296		0		\$2797.59	0
PAYROLL - 2023-03-02	3/2/2023	205297		0		\$2801.34	0
PAYROLL - 2023-03-02	3/2/2023	205298		0		\$3225.94	0
PAYROLL - 2023-03-02	3/2/2023	205299		0		\$2592.11	0
PAYROLL - 2023-03-02	3/2/2023	205300		0		\$2742.80	0
PAYROLL - 2023-03-02	3/2/2023	205301		0		\$4799.37	0
PAYROLL - 2023-03-02	3/2/2023	205302		0		\$2108.34	0
PAYROLL - 2023-03-02	3/2/2023	205303		0		\$3631.76	0
PAYROLL - 2023-03-02	3/2/2023	205304		0		\$2312.10	0
PAYROLL - 2023-03-02	3/2/2023	205305		0		\$3312.71	0
PAYROLL - 2023-03-02	3/2/2023	205306		0		\$3375.43	0
PAYROLL - 2023-03-02	3/2/2023	205307		0		\$3181.82	0
PAYROLL - 2023-03-02	3/2/2023	205308		0		\$5255.48	0
PAYROLL - 2023-03-02	3/2/2023	205309		0		\$4142.16	0
PAYROLL - 2023-03-02	3/2/2023	205310		0		\$5462.60	0
PAYROLL - 2023-03-02	3/2/2023	205311		0		\$2441.08	0
PAYROLL - 2023-03-02	3/2/2023	205312		0		\$3272.81	0
PAYROLL - 2023-03-02	3/2/2023	205313		0		\$2406.69	0
PAYROLL - 2023-03-02	3/2/2023	205314		0		\$1303.48	0

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PAYROLL - 2023-03-02	3/2/2023	205315		0		\$4960.33	0
PAYROLL - 2023-03-02	3/2/2023	205316		0		\$2730.34	0
PAYROLL - 2023-03-02	3/2/2023	205317		0		\$2549.63	0
PAYROLL - 2023-03-02	3/2/2023	205318		0		\$2444.79	0
PAYROLL - 2023-03-02	3/2/2023	205319		0		\$1608.41	0
PAYROLL - 2023-03-02	3/2/2023	205320		0		\$1643.25	0
PAYROLL - 2023-03-02	3/2/2023	205321		0		\$2661.18	0
PAYROLL - 2023-03-02	3/2/2023	205322		0		\$3048.09	0
PAYROLL - 2023-03-02	3/2/2023	205323		0		\$2932.02	0
PAYROLL - 2023-03-02	3/2/2023	205324		0		\$2814.96	0
PAYROLL - 2023-03-02	3/2/2023	205325		0		\$2524.15	0
PAYROLL - 2023-03-02	3/2/2023	205326		0		\$3113.84	0
PAYROLL - 2023-03-02	3/2/2023	205327		0		\$2803.12	0
PAYROLL - 2023-03-02	3/2/2023	205328		0		\$2987.63	0
PAYROLL - 2023-03-02	3/2/2023	205329		0		\$3656.26	0
PAYROLL - 2023-03-02	3/2/2023	205330		0		\$2902.54	0
PAYROLL - 2023-03-02	3/2/2023	205331		0		\$3959.45	0
PAYROLL - 2023-03-02	3/2/2023	205332		0		\$3272.03	0
PAYROLL - 2023-03-02	3/2/2023	205333		0		\$4184.54	0
PAYROLL - 2023-03-02	3/2/2023	205334		0		\$7166.86	0
PAYROLL - 2023-03-02	3/2/2023	205335		0		\$2668.23	0
PAYROLL - 2023-03-02	3/2/2023	205336		0		\$3397.92	0
PAYROLL - 2023-03-02	3/2/2023	205337		0		\$2416.42	0
PAYROLL - 2023-03-02	3/2/2023	205338		0		\$3530.13	0
PAYROLL - 2023-03-02	3/2/2023	205339		0		\$3010.17	0
PAYROLL - 2023-03-02	3/2/2023	205340		0		\$2805.34	0
PAYROLL - 2023-03-02	3/2/2023	205341		0		\$4308.94	0
PAYROLL - 2023-03-02	3/2/2023	205342		0		\$2884.74	0
PAYROLL - 2023-03-02	3/2/2023	205343		0		\$3374.25	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205344		0		\$1328.15	0
PAYROLL - 2023-03-02	3/2/2023	205345		0		\$2660.64	0
PAYROLL - 2023-03-02	3/2/2023	205346		0		\$5399.31	0
PAYROLL - 2023-03-02	3/2/2023	205347		0		\$2508.04	0
PAYROLL - 2023-03-02	3/2/2023	205348		0		\$4150.39	0
PAYROLL - 2023-03-02	3/2/2023	205349		0		\$3784.03	0
PAYROLL - 2023-03-02	3/2/2023	205350		0		\$2384.41	0
PAYROLL - 2023-03-02	3/2/2023	205351		0		\$2948.48	0
PAYROLL - 2023-03-02	3/2/2023	205352		0		\$2798.48	0
PAYROLL - 2023-03-02	3/2/2023	205353		0		\$4388.71	0
PAYROLL - 2023-03-02	3/2/2023	205354		0		\$3505.03	0
PAYROLL - 2023-03-02	3/2/2023	205355		0		\$1616.32	0
PAYROLL - 2023-03-02	3/2/2023	205356		0		\$3103.54	0
PAYROLL - 2023-03-02	3/2/2023	205357		0		\$2032.35	0
PAYROLL - 2023-03-02	3/2/2023	205358		0		\$1256.97	0
PAYROLL - 2023-03-02	3/2/2023	205359		0		\$2110.71	0
PAYROLL - 2023-03-02	3/2/2023	205360		0		\$4510.91	0
PAYROLL - 2023-03-02	3/2/2023	205361		0		\$4284.62	0
PAYROLL - 2023-03-02	3/2/2023	205362		0		\$3270.64	0
PAYROLL - 2023-03-02	3/2/2023	205363		0		\$3747.24	0
PAYROLL - 2023-03-02	3/2/2023	205364		0		\$1916.53	0
PAYROLL - 2023-03-02	3/2/2023	205365		0		\$3263.87	0
PAYROLL - 2023-03-02	3/2/2023	205366		0		\$4547.05	0
PAYROLL - 2023-03-02	3/2/2023	205367		0		\$2489.99	0
PAYROLL - 2023-03-02	3/2/2023	205368		0		\$3525.44	0
PAYROLL - 2023-03-02	3/2/2023	205369		0		\$4030.42	0
PAYROLL - 2023-03-02	3/2/2023	205370		0		\$2748.83	0
PAYROLL - 2023-03-02	3/2/2023	205371		0		\$4547.20	0
PAYROLL - 2023-03-02	3/2/2023	205372		0		\$1578.11	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205373		0		\$2945.40	0
PAYROLL - 2023-03-02	3/2/2023	205374		0		\$1944.63	0
PAYROLL - 2023-03-02	3/2/2023	205375		0		\$3402.51	0
PAYROLL - 2023-03-02	3/2/2023	205376		0		\$2049.52	0
PAYROLL - 2023-03-02	3/2/2023	205377		0		\$3237.12	0
PAYROLL - 2023-03-02	3/2/2023	205378		0		\$3485.43	0
PAYROLL - 2023-03-02	3/2/2023	205379		0		\$5658.91	0
PAYROLL - 2023-03-02	3/2/2023	205380		0		\$3405.69	0
PAYROLL - 2023-03-02	3/2/2023	205381		0		\$3628.76	0
PAYROLL - 2023-03-02	3/2/2023	205382		0		\$3947.01	0
PAYROLL - 2023-03-02	3/2/2023	205383		0		\$19671.18	0
PAYROLL - 2023-03-02	3/2/2023	205384		0		\$5979.99	0
PAYROLL - 2023-03-02	3/2/2023	205385		0		\$2246.66	0
PAYROLL - 2023-03-02	3/2/2023	205386		0		\$2643.98	0
PAYROLL - 2023-03-02	3/2/2023	205387		0		\$1495.55	0
PAYROLL - 2023-03-02	3/2/2023	205388		0		\$2659.83	0
PAYROLL - 2023-03-02	3/2/2023	205389		0		\$4351.79	0
PAYROLL - 2023-03-02	3/2/2023	205390		0		\$1303.81	0
PAYROLL - 2023-03-02	3/2/2023	205391		0		\$5332.41	0
PAYROLL - 2023-03-02	3/2/2023	205392		0		\$1755.50	0
PAYROLL - 2023-03-02	3/2/2023	205393		0		\$3689.42	0
PAYROLL - 2023-03-02	3/2/2023	205394		0		\$3094.74	0
PAYROLL - 2023-03-02	3/2/2023	205395		0		\$2549.84	0
PAYROLL - 2023-03-02	3/2/2023	205396		0		\$1637.97	0
PAYROLL - 2023-03-02	3/2/2023	205397		0		\$4897.50	0
PAYROLL - 2023-03-02	3/2/2023	205398		0		\$3881.48	0
PAYROLL - 2023-03-02	3/2/2023	205399		0		\$2371.51	0
PAYROLL - 2023-03-02	3/2/2023	205400		0		\$2444.88	0
PAYROLL - 2023-03-02	3/2/2023	205401		0		\$2451.66	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205402		0		\$4096.17	0
PAYROLL - 2023-03-02	3/2/2023	205403		0		\$3954.10	0
PAYROLL - 2023-03-02	3/2/2023	205404		0		\$2764.20	0
PAYROLL - 2023-03-02	3/2/2023	205405		0		\$1564.95	0
PAYROLL - 2023-03-02	3/2/2023	205406		0		\$2437.02	0
PAYROLL - 2023-03-02	3/2/2023	205407		0		\$4826.34	0
PAYROLL - 2023-03-02	3/2/2023	205408		0		\$3689.14	0
PAYROLL - 2023-03-02	3/2/2023	205409		0		\$3821.91	0
PAYROLL - 2023-03-02	3/2/2023	205410		0		\$3846.96	0
PAYROLL - 2023-03-02	3/2/2023	205411		0		\$2849.27	0
PAYROLL - 2023-03-02	3/2/2023	205412		0		\$1404.58	0
PAYROLL - 2023-03-02	3/2/2023	205413		0		\$3748.09	0
PAYROLL - 2023-03-02	3/2/2023	205414		0		\$3324.07	0
PAYROLL - 2023-03-02	3/2/2023	205415		0		\$3759.27	0
PAYROLL - 2023-03-02	3/2/2023	205416		0		\$3945.78	0
PAYROLL - 2023-03-02	3/2/2023	205417		0		\$4532.31	0
PAYROLL - 2023-03-02	3/2/2023	205418		0		\$2377.16	0
PAYROLL - 2023-03-02	3/2/2023	205419		0		\$3744.89	0
PAYROLL - 2023-03-02	3/2/2023	205420		0		\$1424.38	0
PAYROLL - 2023-03-02	3/2/2023	205421		0		\$4525.47	0
PAYROLL - 2023-03-02	3/2/2023	205422		0		\$3377.03	0
PAYROLL - 2023-03-02	3/2/2023	205423		0		\$4521.02	0
PAYROLL - 2023-03-02	3/2/2023	205424		0		\$4432.13	0
PAYROLL - 2023-03-02	3/2/2023	205425		0		\$1634.87	0
PAYROLL - 2023-03-02	3/2/2023	205426		0		\$4089.05	0
PAYROLL - 2023-03-02	3/2/2023	205427		0		\$1411.82	0
PAYROLL - 2023-03-02	3/2/2023	205428		0		\$3569.12	0
PAYROLL - 2023-03-02	3/2/2023	205429		0		\$4618.70	0
PAYROLL - 2023-03-02	3/2/2023	205430		0		\$1611.09	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205431		0		\$1983.68	0
PAYROLL - 2023-03-02	3/2/2023	205432		0		\$2607.24	0
PAYROLL - 2023-03-02	3/2/2023	205433		0		\$2170.67	0
PAYROLL - 2023-03-02	3/2/2023	205434		0		\$5174.40	0
PAYROLL - 2023-03-02	3/2/2023	205435		0		\$1702.07	0
PAYROLL - 2023-03-02	3/2/2023	205436		0		\$3451.46	0
PAYROLL - 2023-03-02	3/2/2023	205437		0		\$3310.54	0
PAYROLL - 2023-03-02	3/2/2023	205438		0		\$2064.79	0
PAYROLL - 2023-03-02	3/2/2023	205439		0		\$3241.86	0
PAYROLL - 2023-03-02	3/2/2023	205440		0		\$1938.34	0
PAYROLL - 2023-03-02	3/2/2023	205441		0		\$3404.76	0
PAYROLL - 2023-03-02	3/2/2023	205442		0		\$3263.61	0
PAYROLL - 2023-03-02	3/2/2023	205443		0		\$3606.51	0
PAYROLL - 2023-03-02	3/2/2023	205444		0		\$3711.81	0
PAYROLL - 2023-03-02	3/2/2023	205445		0		\$1782.26	0
PAYROLL - 2023-03-02	3/2/2023	205446		0		\$2862.72	0
PAYROLL - 2023-03-02	3/2/2023	205447		0		\$2812.15	0
PAYROLL - 2023-03-02	3/2/2023	205448		0		\$2678.71	0
PAYROLL - 2023-03-02	3/2/2023	205449		0		\$5205.90	0
PAYROLL - 2023-03-02	3/2/2023	205450		0		\$2754.80	0
PAYROLL - 2023-03-02	3/2/2023	205451		0		\$4984.46	0
PAYROLL - 2023-03-02	3/2/2023	205452		0		\$2550.09	0
PAYROLL - 2023-03-02	3/2/2023	205453		0		\$3158.85	0
PAYROLL - 2023-03-02	3/2/2023	205454		0		\$1554.65	0
PAYROLL - 2023-03-02	3/2/2023	205455		0		\$5900.54	0
PAYROLL - 2023-03-02	3/2/2023	205456		0		\$3773.38	0
PAYROLL - 2023-03-02	3/2/2023	205457		0		\$3036.78	0
PAYROLL - 2023-03-02	3/2/2023	205458		0		\$2477.03	0
PAYROLL - 2023-03-02	3/2/2023	205459		0		\$2728.51	0

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PAYROLL - 2023-03-02	3/2/2023	205460		0		\$2463.91	0
PAYROLL - 2023-03-02	3/2/2023	205461		0		\$1664.59	0
PAYROLL - 2023-03-02	3/2/2023	205462		0		\$349.09	0
PAYROLL - 2023-03-02	3/2/2023	205463		0		\$2626.08	0
PAYROLL - 2023-03-02	3/2/2023	205464		0		\$3994.66	0
PAYROLL - 2023-03-02	3/2/2023	205465		0		\$3719.72	0
PAYROLL - 2023-03-02	3/2/2023	205466		0		\$3613.95	0
PAYROLL - 2023-03-02	3/2/2023	205467		0		\$4645.94	0
PAYROLL - 2023-03-02	3/2/2023	205468		0		\$1541.79	0
PAYROLL - 2023-03-02	3/2/2023	205469		0		\$3014.66	0
PAYROLL - 2023-03-02	3/2/2023	205470		0		\$2540.46	0
PAYROLL - 2023-03-02	3/2/2023	205471		0		\$3151.88	0
PAYROLL - 2023-03-02	3/2/2023	205472		0		\$2383.79	0
PAYROLL - 2023-03-02	3/2/2023	205473		0		\$3102.57	0
PAYROLL - 2023-03-02	3/2/2023	205474		0		\$3524.63	0
PAYROLL - 2023-03-02	3/2/2023	205475		0		\$1763.37	0
PAYROLL - 2023-03-02	3/2/2023	205476		0		\$2876.73	0
PAYROLL - 2023-03-02	3/2/2023	205477		0		\$4082.58	0
PAYROLL - 2023-03-02	3/2/2023	205478		0		\$3664.96	0
PAYROLL - 2023-03-02	3/2/2023	205479		0		\$3929.84	0
PAYROLL - 2023-03-02	3/2/2023	205480		0		\$2797.21	0
PAYROLL - 2023-03-02	3/2/2023	205481		0		\$2177.97	0
PAYROLL - 2023-03-02	3/2/2023	205482		0		\$2102.51	0
PAYROLL - 2023-03-02	3/2/2023	205483		0		\$2953.47	0
PAYROLL - 2023-03-02	3/2/2023	205484		0		\$3037.51	0
PAYROLL - 2023-03-02	3/2/2023	205485		0		\$280.21	0
PAYROLL - 2023-03-02	3/2/2023	205486		0		\$1561.36	0
PAYROLL - 2023-03-02	3/2/2023	205487		0		\$2362.34	0
PAYROLL - 2023-03-02	3/2/2023	205488		0		\$2330.15	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205489		0		\$2519.27	0
PAYROLL - 2023-03-02	3/2/2023	205490		0		\$1888.88	0
PAYROLL - 2023-03-02	3/2/2023	205491		0		\$857.04	0
PAYROLL - 2023-03-02	3/2/2023	205492		0		\$2524.47	0
PAYROLL - 2023-03-02	3/2/2023	205493		0		\$2359.38	0
PAYROLL - 2023-03-02	3/2/2023	205494		0		\$1010.64	0
PAYROLL - 2023-03-02	3/2/2023	205495		0		\$1914.93	0
PAYROLL - 2023-03-02	3/2/2023	205496		0		\$2483.88	0
PAYROLL - 2023-03-02	3/2/2023	205497		0		\$2780.64	0
PAYROLL - 2023-03-02	3/2/2023	205498		0		\$1841.34	0
PAYROLL - 2023-03-02	3/2/2023	205499		0		\$1580.17	0
PAYROLL - 2023-03-02	3/2/2023	205500		0		\$5052.36	0
PAYROLL - 2023-03-02	3/2/2023	205501		0		\$1995.17	0
PAYROLL - 2023-03-02	3/2/2023	205502		0		\$2261.09	0
PAYROLL - 2023-03-02	3/2/2023	205503		0		\$1952.69	0
PAYROLL - 2023-03-02	3/2/2023	205504		0		\$3120.59	0
PAYROLL - 2023-03-02	3/2/2023	205505		0		\$1858.17	0
PAYROLL - 2023-03-02	3/2/2023	205506		0		\$1841.22	0
PAYROLL - 2023-03-02	3/2/2023	205507		0		\$1650.87	0
PAYROLL - 2023-03-02	3/2/2023	205508		0		\$2975.32	0
PAYROLL - 2023-03-02	3/2/2023	205509		0		\$2102.64	0
PAYROLL - 2023-03-02	3/2/2023	205510		0		\$2025.83	0
PAYROLL - 2023-03-02	3/2/2023	205511		0		\$2114.48	0
PAYROLL - 2023-03-02	3/2/2023	205512		0		\$2896.43	0
PAYROLL - 2023-03-02	3/2/2023	205513		0		\$1565.07	0
PAYROLL - 2023-03-02	3/2/2023	205514		0		\$2718.63	0
PAYROLL - 2023-03-02	3/2/2023	205515		0		\$2661.39	0
PAYROLL - 2023-03-02	3/2/2023	205516		0		\$1704.16	0
PAYROLL - 2023-03-02	3/2/2023	205517		0		\$2952.54	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205518		0		\$1834.10	0
PAYROLL - 2023-03-02	3/2/2023	205519		0		\$2345.22	0
PAYROLL - 2023-03-02	3/2/2023	205520		0		\$1452.80	0
PAYROLL - 2023-03-02	3/2/2023	205521		0		\$2245.44	0
PAYROLL - 2023-03-02	3/2/2023	205522		0		\$1787.29	0
PAYROLL - 2023-03-02	3/2/2023	205523		0		\$1871.70	0
PAYROLL - 2023-03-02	3/2/2023	205524		0		\$1656.47	0
PAYROLL - 2023-03-02	3/2/2023	205525		0		\$1737.19	0
PAYROLL - 2023-03-02	3/2/2023	205526		0		\$1781.95	0
PAYROLL - 2023-03-02	3/2/2023	205527		0		\$2814.79	0
PAYROLL - 2023-03-02	3/2/2023	205528		0		\$1721.57	0
PAYROLL - 2023-03-02	3/2/2023	205529		0		\$1996.18	0
PAYROLL - 2023-03-02	3/2/2023	205530		0		\$2536.40	0
PAYROLL - 2023-03-02	3/2/2023	205531		0		\$3095.54	0
PAYROLL - 2023-03-02	3/2/2023	205532		0		\$2094.71	0
PAYROLL - 2023-03-02	3/2/2023	205533		0		\$2139.64	0
PAYROLL - 2023-03-02	3/2/2023	205534		0		\$2087.54	0
PAYROLL - 2023-03-02	3/2/2023	205535		0		\$2430.17	0
PAYROLL - 2023-03-02	3/2/2023	205536		0		\$1186.45	0
PAYROLL - 2023-03-02	3/2/2023	205537		0		\$1738.37	0
PAYROLL - 2023-03-02	3/2/2023	205538		0		\$2115.35	0
PAYROLL - 2023-03-02	3/2/2023	205539		0		\$2134.60	0
PAYROLL - 2023-03-02	3/2/2023	205540		0		\$1910.34	0
PAYROLL - 2023-03-02	3/2/2023	205541		0		\$1836.59	0
PAYROLL - 2023-03-02	3/2/2023	205542		0		\$2035.55	0
PAYROLL - 2023-03-02	3/2/2023	205543		0		\$2087.61	0
PAYROLL - 2023-03-02	3/2/2023	205544		0		\$1585.40	0
PAYROLL - 2023-03-02	3/2/2023	205545		0		\$1741.49	0
PAYROLL - 2023-03-02	3/2/2023	205546		0		\$2491.59	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205547		0		\$689.99	0
PAYROLL - 2023-03-02	3/2/2023	205548		0		\$2196.18	0
PAYROLL - 2023-03-02	3/2/2023	205549		0		\$2016.24	0
PAYROLL - 2023-03-02	3/2/2023	205550		0		\$3187.75	0
PAYROLL - 2023-03-02	3/2/2023	205551		0		\$2377.41	0
PAYROLL - 2023-03-02	3/2/2023	205552		0		\$2031.87	0
PAYROLL - 2023-03-02	3/2/2023	205553		0		\$2000.29	0
PAYROLL - 2023-03-02	3/2/2023	205554		0		\$1997.15	0
PAYROLL - 2023-03-02	3/2/2023	205555		0		\$1218.14	0
PAYROLL - 2023-03-02	3/2/2023	205556		0		\$1836.92	0
PAYROLL - 2023-03-02	3/2/2023	205557		0		\$1403.12	0
PAYROLL - 2023-03-02	3/2/2023	205558		0		\$2253.72	0
PAYROLL - 2023-03-02	3/2/2023	205559		0		\$2143.40	0
PAYROLL - 2023-03-02	3/2/2023	205560		0		\$1778.52	0
PAYROLL - 2023-03-02	3/2/2023	205561		0		\$1563.71	0
PAYROLL - 2023-03-02	3/2/2023	205562		0		\$2081.60	0
PAYROLL - 2023-03-02	3/2/2023	205563		0		\$2175.21	0
PAYROLL - 2023-03-02	3/2/2023	205564		0		\$1694.31	0
PAYROLL - 2023-03-02	3/2/2023	205565		0		\$1950.52	0
PAYROLL - 2023-03-02	3/2/2023	205566		0		\$1565.08	0
PAYROLL - 2023-03-02	3/2/2023	205567		0		\$2181.71	0
PAYROLL - 2023-03-02	3/2/2023	205568		0		\$2100.94	0
PAYROLL - 2023-03-02	3/2/2023	205569		0		\$1756.95	0
PAYROLL - 2023-03-02	3/2/2023	205570		0		\$2883.22	0
PAYROLL - 2023-03-02	3/2/2023	205571		0		\$2189.36	0
PAYROLL - 2023-03-02	3/2/2023	205572		0		\$2966.14	0
PAYROLL - 2023-03-02	3/2/2023	205573		0		\$2221.98	0
PAYROLL - 2023-03-02	3/2/2023	205574		0		\$1418.95	0
PAYROLL - 2023-03-02	3/2/2023	205575		0		\$2439.31	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205576		0		\$2144.51	0
PAYROLL - 2023-03-02	3/2/2023	205577		0		\$3029.12	0
PAYROLL - 2023-03-02	3/2/2023	205578		0		\$1520.97	0
PAYROLL - 2023-03-02	3/2/2023	205579		0		\$2281.60	0
PAYROLL - 2023-03-02	3/2/2023	205580		0		\$866.35	0
PAYROLL - 2023-03-02	3/2/2023	205581		0		\$2742.98	0
PAYROLL - 2023-03-02	3/2/2023	205582		0		\$3480.28	0
PAYROLL - 2023-03-02	3/2/2023	205583		0		\$2082.54	0
PAYROLL - 2023-03-02	3/2/2023	205584		0		\$1916.39	0
PAYROLL - 2023-03-02	3/2/2023	205585		0		\$1674.74	0
PAYROLL - 2023-03-02	3/2/2023	205586		0		\$2204.60	0
PAYROLL - 2023-03-02	3/2/2023	205587		0		\$1738.45	0
PAYROLL - 2023-03-02	3/2/2023	205588		0		\$1858.24	0
PAYROLL - 2023-03-02	3/2/2023	205589		0		\$4371.79	0
PAYROLL - 2023-03-02	3/2/2023	205590		0		\$1888.71	0
PAYROLL - 2023-03-02	3/2/2023	205591		0		\$3222.01	0
PAYROLL - 2023-03-02	3/2/2023	205592		0		\$2340.69	0
PAYROLL - 2023-03-02	3/2/2023	205593		0		\$1209.48	0
PAYROLL - 2023-03-02	3/2/2023	205594		0		\$2042.95	0
PAYROLL - 2023-03-02	3/2/2023	205595		0		\$3718.80	0
PAYROLL - 2023-03-02	3/2/2023	205596		0		\$2954.11	0
PAYROLL - 2023-03-02	3/2/2023	205597		0		\$2438.43	0
PAYROLL - 2023-03-02	3/2/2023	205598		0		\$6369.29	0
PAYROLL - 2023-03-02	3/2/2023	205599		0		\$3370.83	0
PAYROLL - 2023-03-02	3/2/2023	205600		0		\$1632.36	0
PAYROLL - 2023-03-02	3/2/2023	205601		0		\$3776.75	0
PAYROLL - 2023-03-02	3/2/2023	205602		0		\$2347.75	0
PAYROLL - 2023-03-02	3/2/2023	205603		0		\$2230.25	0
PAYROLL - 2023-03-02	3/2/2023	205604		0		\$1529.87	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-02	3/2/2023	205605		0		\$2879.76	0
PAYROLL - 2023-03-02	3/2/2023	205606		0		\$2029.30	0
PAYROLL - 2023-03-02	3/2/2023	205607		0		\$2854.20	0
PAYROLL - 2023-03-02	3/2/2023	205608		0		\$3882.74	0
PAYROLL - 2023-03-02	3/2/2023	205609		0		\$2184.75	0
PAYROLL - 2023-03-02	3/2/2023	205610		0		\$3935.24	0
PAYROLL - 2023-03-02	3/2/2023	205611		0		\$4614.87	0
PAYROLL - 2023-03-02	3/2/2023	205612		0		\$2193.44	0
PAYROLL - 2023-03-02	3/2/2023	205613		0		\$3463.52	0
PAYROLL - 2023-03-02	3/2/2023	205614		0		\$2090.11	0
PAYROLL - 2023-03-02	3/2/2023	205615		0		\$2824.30	0
PAYROLL - 2023-03-02	3/2/2023	205616		0		\$2012.52	0
PAYROLL - 2023-03-02	3/2/2023	205617		0		\$3192.16	0
PAYROLL - 2023-03-02	3/2/2023	205618		0		\$4316.11	0
PAYROLL - 2023-03-02	3/2/2023	205619		0		\$2869.30	0
PAYROLL - 2023-03-02	3/2/2023	205620		0		\$1825.91	0
PAYROLL - 2023-03-02	3/2/2023	205621		0		\$2717.13	0
PAYROLL - 2023-03-02	3/2/2023	205622		0		\$3728.87	0
PAYROLL - 2023-03-02	3/2/2023	205623		0		\$2575.01	0
PAYROLL - 2023-03-02	3/2/2023	205624		0		\$4610.48	0
PAYROLL - 2023-03-02	3/2/2023	205625		0		\$1523.00	0
PAYROLL - 2023-03-02	3/2/2023	205626		0		\$2959.56	0
PAYROLL - 2023-03-02	3/2/2023	205627		0		\$1748.07	0
PAYROLL - 2023-03-02	3/2/2023	205628		0		\$3107.21	0
PAYROLL - 2023-03-02	3/2/2023	205629		0		\$3585.09	0
PAYROLL - 2023-03-02	3/2/2023	205630		0		\$1488.41	0
PAYROLL - 2023-03-02	3/2/2023	205631		0		\$2448.05	0
PAYROLL - 2023-03-02	3/2/2023	205632		0		\$2522.98	0
PAYROLL - 2023-03-02	3/2/2023	205633		0		\$1815.44	0

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PAYROLL - 2023-03-02	3/2/2023	205634		0		\$1128.01	0
PAYROLL - 2023-03-02	3/2/2023	205635		0		\$1922.89	0
PAYROLL - 2023-03-02	3/2/2023	205636		0		\$2326.28	0
PAYROLL - 2023-03-02	3/2/2023	205637		0		\$3227.46	0
PAYROLL - 2023-03-02	3/2/2023	205638		0		\$1882.67	0
PAYROLL - 2023-03-02	3/2/2023	205639		0		\$1157.22	0
PAYROLL - 2023-03-02	3/2/2023	205640		0		\$2037.68	0
PAYROLL - 2023-03-02	3/2/2023	205641		0		\$1941.08	0
PAYROLL - 2023-03-02	3/2/2023	205642		0		\$1652.34	0
PAYROLL - 2023-03-02	3/2/2023	205643		0		\$1912.71	0
PAYROLL - 2023-03-02	3/2/2023	205644		0		\$6065.28	0
PAYROLL - 2023-03-02	3/2/2023	205645		0		\$1187.59	0
PAYROLL - 2023-03-02	3/2/2023	205646		0		\$140.93	0
PAYROLL - 2023-03-02	3/2/2023	205647		0		\$1035.73	0
PAYROLL - 2023-03-02	3/2/2023	205648		0		\$853.06	0
PAYROLL - 2023-03-02	3/2/2023	205649		0		\$2024.82	0
PAYROLL - 2023-03-02	3/2/2023	205650		0		\$940.77	0
PAYROLL - 2023-03-02	3/2/2023	205651		0		\$996.04	0
PAYROLL - 2023-03-02	3/2/2023	205652		0		\$1780.15	0
PAYROLL - 2023-03-02	3/2/2023	205653		0		\$189.54	0
PAYROLL - 2023-03-02	3/2/2023	205654		0		\$2795.47	0
PAYROLL - 2023-03-02	3/2/2023	205655		0		\$1377.11	0
PAYROLL - 2023-03-02	3/2/2023	205656		0		\$1849.63	0
PAYROLL - 2023-03-02	3/2/2023	205657		0		\$1514.68	0
PAYROLL - 2023-03-02	3/2/2023	205658		0		\$2002.20	0
PAYROLL - 2023-03-02	3/2/2023	205659		0		\$1304.94	0
PAYROLL - 2023-03-02	3/2/2023	205660		0		\$906.88	0
PAYROLL - 2023-03-02	3/2/2023	205661		0		\$1603.30	0
PAYROLL - 2023-03-02	3/2/2023	205662		0		\$605.74	0

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PAYROLL - 2023-03-02	3/2/2023	205663		0		\$1046.89	0
PAYROLL - 2023-03-02	3/2/2023	205664		0		\$1765.74	0
PAYROLL - 2023-03-02	3/2/2023	205665		0		\$597.36	0
PAYROLL - 2023-03-02	3/2/2023	205666		0		\$1921.25	0
PAYROLL - 2023-03-02	3/2/2023	205667		0		\$138.36	0
PAYROLL - 2023-03-02	3/2/2023	205668		0		\$271.65	0
PAYROLL - 2023-03-02	3/2/2023	205669		0		\$600.00	0
PAYROLL - 2023-03-02	3/2/2023	205670		0		\$480.00	0
PAYROLL - 2023-03-02	3/2/2023	205671		0		\$424.50	0
PAYROLL - 2023-03-02	3/2/2023	205672		0		\$494.47	0
PAYROLL - 2023-03-02	3/2/2023	205673		0		\$7021.37	0
PAYROLL - 2023-03-02	TOTALS:					\$1,376,627.43	0
PAYROLL - 2023-03-16	3/16/2023	205674		0		\$2905.76	0
PAYROLL - 2023-03-16	3/16/2023	205675		0		\$2368.04	0
PAYROLL - 2023-03-16	3/16/2023	205676		0		\$1597.63	0
PAYROLL - 2023-03-16	3/16/2023	205677		0		\$1171.37	0
PAYROLL - 2023-03-16	3/16/2023	205678		0		\$1572.86	0
PAYROLL - 2023-03-16	3/16/2023	205679		0		\$2154.49	0
PAYROLL - 2023-03-16	3/16/2023	205680		0		\$4293.60	0
PAYROLL - 2023-03-16	3/16/2023	205681		0		\$1731.86	0
PAYROLL - 2023-03-16	3/16/2023	205682		0		\$2035.26	0
PAYROLL - 2023-03-16	3/16/2023	205683		0		\$1646.43	0
PAYROLL - 2023-03-16	3/16/2023	205684		0		\$2181.19	0
PAYROLL - 2023-03-16	3/16/2023	205685		0		\$2843.47	0
PAYROLL - 2023-03-16	3/16/2023	205686		0		\$2641.01	0
PAYROLL - 2023-03-16	3/16/2023	205687		0		\$4440.34	0
PAYROLL - 2023-03-16	3/16/2023	205688		0		\$5823.35	0
PAYROLL - 2023-03-16	3/16/2023	205689		0		\$4276.34	0
PAYROLL - 2023-03-16	3/16/2023	205690		0		\$1882.78	0

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PAYROLL - 2023-03-16	3/16/2023	205691		0		\$1966.94	0
PAYROLL - 2023-03-16	3/16/2023	205692		0		\$1278.54	0
PAYROLL - 2023-03-16	3/16/2023	205693		0		\$1622.98	0
PAYROLL - 2023-03-16	3/16/2023	205694		0		\$1953.72	0
PAYROLL - 2023-03-16	3/16/2023	205695		0		\$1604.27	0
PAYROLL - 2023-03-16	3/16/2023	205696		0		\$2142.42	0
PAYROLL - 2023-03-16	3/16/2023	205697		0		\$1874.00	0
PAYROLL - 2023-03-16	3/16/2023	205698		0		\$2788.63	0
PAYROLL - 2023-03-16	3/16/2023	205699		0		\$1739.81	0
PAYROLL - 2023-03-16	3/16/2023	205700		0		\$2212.80	0
PAYROLL - 2023-03-16	3/16/2023	205701		0		\$2341.64	0
PAYROLL - 2023-03-16	3/16/2023	205702		0		\$1781.19	0
PAYROLL - 2023-03-16	3/16/2023	205703		0		\$1756.88	0
PAYROLL - 2023-03-16	3/16/2023	205704		0		\$1508.34	0
PAYROLL - 2023-03-16	3/16/2023	205705		0		\$1886.52	0
PAYROLL - 2023-03-16	3/16/2023	205706		0		\$1548.06	0
PAYROLL - 2023-03-16	3/16/2023	205707		0		\$2056.01	0
PAYROLL - 2023-03-16	3/16/2023	205708		0		\$1914.68	0
PAYROLL - 2023-03-16	3/16/2023	205709		0		\$1510.11	0
PAYROLL - 2023-03-16	3/16/2023	205710		0		\$1703.51	0
PAYROLL - 2023-03-16	3/16/2023	205711		0		\$1764.00	0
PAYROLL - 2023-03-16	3/16/2023	205712		0		\$1972.85	0
PAYROLL - 2023-03-16	3/16/2023	205713		0		\$2524.79	0
PAYROLL - 2023-03-16	3/16/2023	205714		0		\$2125.64	0
PAYROLL - 2023-03-16	3/16/2023	205715		0		\$1577.00	0
PAYROLL - 2023-03-16	3/16/2023	205716		0		\$2290.68	0
PAYROLL - 2023-03-16	3/16/2023	205717		0		\$3993.83	0
PAYROLL - 2023-03-16	3/16/2023	205718		0		\$2599.62	0
PAYROLL - 2023-03-16	3/16/2023	205719		0		\$2563.96	0

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PAYROLL - 2023-03-16	3/16/2023	205720		0		\$4349.64	0
PAYROLL - 2023-03-16	3/16/2023	205721		0		\$2063.27	0
PAYROLL - 2023-03-16	3/16/2023	205722		0		\$2208.19	0
PAYROLL - 2023-03-16	3/16/2023	205723		0		\$2221.09	0
PAYROLL - 2023-03-16	3/16/2023	205724		0		\$1381.19	0
PAYROLL - 2023-03-16	3/16/2023	205725		0		\$2213.63	0
PAYROLL - 2023-03-16	3/16/2023	205726		0		\$1623.26	0
PAYROLL - 2023-03-16	3/16/2023	205727		0		\$2621.32	0
PAYROLL - 2023-03-16	3/16/2023	205728		0		\$1478.61	0
PAYROLL - 2023-03-16	3/16/2023	205729		0		\$2569.12	0
PAYROLL - 2023-03-16	3/16/2023	205730		0		\$1783.15	0
PAYROLL - 2023-03-16	3/16/2023	205731		0		\$1656.73	0
PAYROLL - 2023-03-16	3/16/2023	205732		0		\$2012.94	0
PAYROLL - 2023-03-16	3/16/2023	205733		0		\$2167.79	0
PAYROLL - 2023-03-16	3/16/2023	205734		0		\$2284.62	0
PAYROLL - 2023-03-16	3/16/2023	205735		0		\$1866.26	0
PAYROLL - 2023-03-16	3/16/2023	205736		0		\$2009.79	0
PAYROLL - 2023-03-16	3/16/2023	205737		0		\$2203.40	0
PAYROLL - 2023-03-16	3/16/2023	205738		0		\$2130.22	0
PAYROLL - 2023-03-16	3/16/2023	205739		0		\$2103.02	0
PAYROLL - 2023-03-16	3/16/2023	205740		0		\$2688.22	0
PAYROLL - 2023-03-16	3/16/2023	205741		0		\$1795.14	0
PAYROLL - 2023-03-16	3/16/2023	205742		0		\$1511.36	0
PAYROLL - 2023-03-16	3/16/2023	205743		0		\$1421.68	0
PAYROLL - 2023-03-16	3/16/2023	205744		0		\$5191.08	0
PAYROLL - 2023-03-16	3/16/2023	205745		0		\$1981.62	0
PAYROLL - 2023-03-16	3/16/2023	205746		0		\$1907.94	0
PAYROLL - 2023-03-16	3/16/2023	205747		0		\$1998.04	0
PAYROLL - 2023-03-16	3/16/2023	205748		0		\$1838.98	0

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PAYROLL - 2023-03-16	3/16/2023	205749		0		\$2034.18	0
PAYROLL - 2023-03-16	3/16/2023	205750		0		\$1578.84	0
PAYROLL - 2023-03-16	3/16/2023	205751		0		\$1934.69	0
PAYROLL - 2023-03-16	3/16/2023	205752		0		\$2045.21	0
PAYROLL - 2023-03-16	3/16/2023	205753		0		\$1649.43	0
PAYROLL - 2023-03-16	3/16/2023	205754		0		\$2030.32	0
PAYROLL - 2023-03-16	3/16/2023	205755		0		\$2094.27	0
PAYROLL - 2023-03-16	3/16/2023	205756		0		\$3127.82	0
PAYROLL - 2023-03-16	3/16/2023	205757		0		\$1838.49	0
PAYROLL - 2023-03-16	3/16/2023	205758		0		\$46.68	0
PAYROLL - 2023-03-16	3/16/2023	205759		0		\$57.44	0
PAYROLL - 2023-03-16	3/16/2023	205760		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205761		0		\$850.36	0
PAYROLL - 2023-03-16	3/16/2023	205762		0		\$1947.40	0
PAYROLL - 2023-03-16	3/16/2023	205763		0		\$1870.84	0
PAYROLL - 2023-03-16	3/16/2023	205764		0		\$824.36	0
PAYROLL - 2023-03-16	3/16/2023	205765		0		\$50.26	0
PAYROLL - 2023-03-16	3/16/2023	205766		0		\$46.68	0
PAYROLL - 2023-03-16	3/16/2023	205767		0		\$1599.79	0
PAYROLL - 2023-03-16	3/16/2023	205768		0		\$71.80	0
PAYROLL - 2023-03-16	3/16/2023	205769		0		\$1922.61	0
PAYROLL - 2023-03-16	3/16/2023	205770		0		\$784.08	0
PAYROLL - 2023-03-16	3/16/2023	205771		0		\$21.54	0
PAYROLL - 2023-03-16	3/16/2023	205772		0		\$50.26	0
PAYROLL - 2023-03-16	3/16/2023	205773		0		\$3858.79	0
PAYROLL - 2023-03-16	3/16/2023	205774		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205775		0		\$2346.16	0
PAYROLL - 2023-03-16	3/16/2023	205776		0		\$46.68	0
PAYROLL - 2023-03-16	3/16/2023	205777		0		\$50.26	0

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PAYROLL - 2023-03-16	3/16/2023	205778		0		\$2541.30	0
PAYROLL - 2023-03-16	3/16/2023	205779		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205780		0		\$71.80	0
PAYROLL - 2023-03-16	3/16/2023	205781		0		\$48.59	0
PAYROLL - 2023-03-16	3/16/2023	205782		0		\$1683.31	0
PAYROLL - 2023-03-16	3/16/2023	205783		0		\$46.68	0
PAYROLL - 2023-03-16	3/16/2023	205784		0		\$50.26	0
PAYROLL - 2023-03-16	3/16/2023	205785		0		\$1624.47	0
PAYROLL - 2023-03-16	3/16/2023	205786		0		\$767.65	0
PAYROLL - 2023-03-16	3/16/2023	205787		0		\$50.26	0
PAYROLL - 2023-03-16	3/16/2023	205788		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205789		0		\$751.00	0
PAYROLL - 2023-03-16	3/16/2023	205790		0		\$68.21	0
PAYROLL - 2023-03-16	3/16/2023	205791		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205792		0		\$644.68	0
PAYROLL - 2023-03-16	3/16/2023	205793		0		\$35.90	0
PAYROLL - 2023-03-16	3/16/2023	205794		0		\$2549.62	0
PAYROLL - 2023-03-16	3/16/2023	205795		0		\$2767.50	0
PAYROLL - 2023-03-16	3/16/2023	205796		0		\$1812.50	0
PAYROLL - 2023-03-16	3/16/2023	205797		0		\$940.56	0
PAYROLL - 2023-03-16	3/16/2023	205798		0		\$2115.59	0
PAYROLL - 2023-03-16	3/16/2023	205799		0		\$2007.19	0
PAYROLL - 2023-03-16	3/16/2023	205800		0		\$2072.47	0
PAYROLL - 2023-03-16	3/16/2023	205801		0		\$2268.27	0
PAYROLL - 2023-03-16	3/16/2023	205802		0		\$3191.19	0
PAYROLL - 2023-03-16	3/16/2023	205803		0		\$1441.92	0
PAYROLL - 2023-03-16	3/16/2023	205804		0		\$2152.17	0
PAYROLL - 2023-03-16	3/16/2023	205805		0		\$1799.16	0
PAYROLL - 2023-03-16	3/16/2023	205806		0		\$1869.56	0

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PAYROLL - 2023-03-16	3/16/2023	205807		0		\$2122.49	0
PAYROLL - 2023-03-16	3/16/2023	205808		0		\$2086.41	0
PAYROLL - 2023-03-16	3/16/2023	205809		0		\$2114.95	0
PAYROLL - 2023-03-16	3/16/2023	205810		0		\$1579.62	0
PAYROLL - 2023-03-16	3/16/2023	205811		0		\$1791.64	0
PAYROLL - 2023-03-16	3/16/2023	205812		0		\$2097.86	0
PAYROLL - 2023-03-16	3/16/2023	205813		0		\$2057.87	0
PAYROLL - 2023-03-16	3/16/2023	205814		0		\$2173.87	0
PAYROLL - 2023-03-16	3/16/2023	205815		0		\$2111.21	0
PAYROLL - 2023-03-16	3/16/2023	205816		0		\$1708.64	0
PAYROLL - 2023-03-16	3/16/2023	205817		0		\$2106.62	0
PAYROLL - 2023-03-16	3/16/2023	205818		0		\$1925.03	0
PAYROLL - 2023-03-16	3/16/2023	205819		0		\$1537.06	0
PAYROLL - 2023-03-16	3/16/2023	205820		0		\$1622.00	0
PAYROLL - 2023-03-16	3/16/2023	205821		0		\$1688.31	0
PAYROLL - 2023-03-16	3/16/2023	205822		0		\$1795.70	0
PAYROLL - 2023-03-16	3/16/2023	205823		0		\$2055.53	0
PAYROLL - 2023-03-16	3/16/2023	205824		0		\$167.86	0
PAYROLL - 2023-03-16	3/16/2023	205825		0		\$1943.38	0
PAYROLL - 2023-03-16	3/16/2023	205826		0		\$2063.40	0
PAYROLL - 2023-03-16	3/16/2023	205827		0		\$4055.71	0
PAYROLL - 2023-03-16	3/16/2023	205828		0		\$3761.79	0
PAYROLL - 2023-03-16	3/16/2023	205829		0		\$1876.83	0
PAYROLL - 2023-03-16	3/16/2023	205830		0		\$3784.58	0
PAYROLL - 2023-03-16	3/16/2023	205831		0		\$4075.49	0
PAYROLL - 2023-03-16	3/16/2023	205832		0		\$4378.53	0
PAYROLL - 2023-03-16	3/16/2023	205833		0		\$3793.28	0
PAYROLL - 2023-03-16	3/16/2023	205834		0		\$3404.22	0
PAYROLL - 2023-03-16	3/16/2023	205835		0		\$4637.56	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	205836		0		\$2810.53	0
PAYROLL - 2023-03-16	3/16/2023	205837		0		\$3376.17	0
PAYROLL - 2023-03-16	3/16/2023	205838		0		\$2166.09	0
PAYROLL - 2023-03-16	3/16/2023	205839		0		\$2819.96	0
PAYROLL - 2023-03-16	3/16/2023	205840		0		\$3396.56	0
PAYROLL - 2023-03-16	3/16/2023	205841		0		\$4647.83	0
PAYROLL - 2023-03-16	3/16/2023	205842		0		\$2504.25	0
PAYROLL - 2023-03-16	3/16/2023	205843		0		\$3729.60	0
PAYROLL - 2023-03-16	3/16/2023	205844		0		\$2730.61	0
PAYROLL - 2023-03-16	3/16/2023	205845		0		\$4184.67	0
PAYROLL - 2023-03-16	3/16/2023	205846		0		\$3835.35	0
PAYROLL - 2023-03-16	3/16/2023	205847		0		\$3646.38	0
PAYROLL - 2023-03-16	3/16/2023	205848		0		\$2638.15	0
PAYROLL - 2023-03-16	3/16/2023	205849		0		\$2711.08	0
PAYROLL - 2023-03-16	3/16/2023	205850		0		\$2425.58	0
PAYROLL - 2023-03-16	3/16/2023	205851		0		\$2794.41	0
PAYROLL - 2023-03-16	3/16/2023	205852		0		\$2530.91	0
PAYROLL - 2023-03-16	3/16/2023	205853		0		\$3265.88	0
PAYROLL - 2023-03-16	3/16/2023	205854		0		\$3642.57	0
PAYROLL - 2023-03-16	3/16/2023	205855		0		\$1710.89	0
PAYROLL - 2023-03-16	3/16/2023	205856		0		\$4071.98	0
PAYROLL - 2023-03-16	3/16/2023	205857		0		\$2384.18	0
PAYROLL - 2023-03-16	3/16/2023	205858		0		\$3258.93	0
PAYROLL - 2023-03-16	3/16/2023	205859		0		\$3142.96	0
PAYROLL - 2023-03-16	3/16/2023	205860		0		\$3314.60	0
PAYROLL - 2023-03-16	3/16/2023	205861		0		\$6693.12	0
PAYROLL - 2023-03-16	3/16/2023	205862		0		\$4031.69	0
PAYROLL - 2023-03-16	3/16/2023	205863		0		\$2922.47	0
PAYROLL - 2023-03-16	3/16/2023	205864		0		\$2233.69	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	205865		0		\$4158.36	0
PAYROLL - 2023-03-16	3/16/2023	205866		0		\$3003.41	0
PAYROLL - 2023-03-16	3/16/2023	205867		0		\$1309.94	0
PAYROLL - 2023-03-16	3/16/2023	205868		0		\$4376.07	0
PAYROLL - 2023-03-16	3/16/2023	205869		0		\$2251.32	0
PAYROLL - 2023-03-16	3/16/2023	205870		0		\$2007.06	0
PAYROLL - 2023-03-16	3/16/2023	205871		0		\$2044.04	0
PAYROLL - 2023-03-16	3/16/2023	205872		0		\$4546.14	0
PAYROLL - 2023-03-16	3/16/2023	205873		0		\$1619.87	0
PAYROLL - 2023-03-16	3/16/2023	205874		0		\$2026.69	0
PAYROLL - 2023-03-16	3/16/2023	205875		0		\$2812.08	0
PAYROLL - 2023-03-16	3/16/2023	205876		0		\$3415.37	0
PAYROLL - 2023-03-16	3/16/2023	205877		0		\$2422.98	0
PAYROLL - 2023-03-16	3/16/2023	205878		0		\$1982.24	0
PAYROLL - 2023-03-16	3/16/2023	205879		0		\$2612.17	0
PAYROLL - 2023-03-16	3/16/2023	205880		0		\$2322.58	0
PAYROLL - 2023-03-16	3/16/2023	205881		0		\$2373.91	0
PAYROLL - 2023-03-16	3/16/2023	205882		0		\$3268.47	0
PAYROLL - 2023-03-16	3/16/2023	205883		0		\$3569.30	0
PAYROLL - 2023-03-16	3/16/2023	205884		0		\$3631.68	0
PAYROLL - 2023-03-16	3/16/2023	205885		0		\$2900.58	0
PAYROLL - 2023-03-16	3/16/2023	205886		0		\$2463.98	0
PAYROLL - 2023-03-16	3/16/2023	205887		0		\$6654.25	0
PAYROLL - 2023-03-16	3/16/2023	205888		0		\$2265.98	0
PAYROLL - 2023-03-16	3/16/2023	205889		0		\$2937.66	0
PAYROLL - 2023-03-16	3/16/2023	205890		0		\$2783.03	0
PAYROLL - 2023-03-16	3/16/2023	205891		0		\$3523.14	0
PAYROLL - 2023-03-16	3/16/2023	205892		0		\$2541.80	0
PAYROLL - 2023-03-16	3/16/2023	205893		0		\$2816.73	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	205894		0		\$4372.77	0
PAYROLL - 2023-03-16	3/16/2023	205895		0		\$2437.85	0
PAYROLL - 2023-03-16	3/16/2023	205896		0		\$4101.29	0
PAYROLL - 2023-03-16	3/16/2023	205897		0		\$1310.87	0
PAYROLL - 2023-03-16	3/16/2023	205898		0		\$2025.43	0
PAYROLL - 2023-03-16	3/16/2023	205899		0		\$6437.52	0
PAYROLL - 2023-03-16	3/16/2023	205900		0		\$2218.18	0
PAYROLL - 2023-03-16	3/16/2023	205901		0		\$3593.95	0
PAYROLL - 2023-03-16	3/16/2023	205902		0		\$2510.09	0
PAYROLL - 2023-03-16	3/16/2023	205903		0		\$2042.17	0
PAYROLL - 2023-03-16	3/16/2023	205904		0		\$3344.88	0
PAYROLL - 2023-03-16	3/16/2023	205905		0		\$2222.34	0
PAYROLL - 2023-03-16	3/16/2023	205906		0		\$3898.80	0
PAYROLL - 2023-03-16	3/16/2023	205907		0		\$4090.96	0
PAYROLL - 2023-03-16	3/16/2023	205908		0		\$1553.57	0
PAYROLL - 2023-03-16	3/16/2023	205909		0		\$2629.09	0
PAYROLL - 2023-03-16	3/16/2023	205910		0		\$2045.82	0
PAYROLL - 2023-03-16	3/16/2023	205911		0		\$1257.66	0
PAYROLL - 2023-03-16	3/16/2023	205912		0		\$2091.87	0
PAYROLL - 2023-03-16	3/16/2023	205913		0		\$4531.44	0
PAYROLL - 2023-03-16	3/16/2023	205914		0		\$3516.40	0
PAYROLL - 2023-03-16	3/16/2023	205915		0		\$2681.32	0
PAYROLL - 2023-03-16	3/16/2023	205916		0		\$3037.08	0
PAYROLL - 2023-03-16	3/16/2023	205917		0		\$1917.65	0
PAYROLL - 2023-03-16	3/16/2023	205918		0		\$3367.27	0
PAYROLL - 2023-03-16	3/16/2023	205919		0		\$4156.34	0
PAYROLL - 2023-03-16	3/16/2023	205920		0		\$2613.52	0
PAYROLL - 2023-03-16	3/16/2023	205921		0		\$3180.84	0
PAYROLL - 2023-03-16	3/16/2023	205922		0		\$4790.75	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	205923		0		\$3025.17	0
PAYROLL - 2023-03-16	3/16/2023	205924		0		\$3373.82	0
PAYROLL - 2023-03-16	3/16/2023	205925		0		\$1580.16	0
PAYROLL - 2023-03-16	3/16/2023	205926		0		\$3368.29	0
PAYROLL - 2023-03-16	3/16/2023	205927		0		\$1661.02	0
PAYROLL - 2023-03-16	3/16/2023	205928		0		\$3066.75	0
PAYROLL - 2023-03-16	3/16/2023	205929		0		\$2040.80	0
PAYROLL - 2023-03-16	3/16/2023	205930		0		\$3636.95	0
PAYROLL - 2023-03-16	3/16/2023	205931		0		\$3105.93	0
PAYROLL - 2023-03-16	3/16/2023	205932		0		\$4890.82	0
PAYROLL - 2023-03-16	3/16/2023	205933		0		\$3598.38	0
PAYROLL - 2023-03-16	3/16/2023	205934		0		\$3619.36	0
PAYROLL - 2023-03-16	3/16/2023	205935		0		\$3813.53	0
PAYROLL - 2023-03-16	3/16/2023	205936		0		\$4540.38	0
PAYROLL - 2023-03-16	3/16/2023	205937		0		\$2334.16	0
PAYROLL - 2023-03-16	3/16/2023	205938		0		\$2794.17	0
PAYROLL - 2023-03-16	3/16/2023	205939		0		\$1556.02	0
PAYROLL - 2023-03-16	3/16/2023	205940		0		\$2117.30	0
PAYROLL - 2023-03-16	3/16/2023	205941		0		\$3131.92	0
PAYROLL - 2023-03-16	3/16/2023	205942		0		\$2972.13	0
PAYROLL - 2023-03-16	3/16/2023	205943		0		\$3745.90	0
PAYROLL - 2023-03-16	3/16/2023	205944		0		\$1759.16	0
PAYROLL - 2023-03-16	3/16/2023	205945		0		\$3252.71	0
PAYROLL - 2023-03-16	3/16/2023	205946		0		\$3731.68	0
PAYROLL - 2023-03-16	3/16/2023	205947		0		\$1485.69	0
PAYROLL - 2023-03-16	3/16/2023	205948		0		\$2052.02	0
PAYROLL - 2023-03-16	3/16/2023	205949		0		\$1629.78	0
PAYROLL - 2023-03-16	3/16/2023	205950		0		\$3812.50	0
PAYROLL - 2023-03-16	3/16/2023	205951		0		\$4008.54	0

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PAYROLL - 2023-03-16	3/16/2023	205952		0		\$2331.75	0
PAYROLL - 2023-03-16	3/16/2023	205953		0		\$2593.89	0
PAYROLL - 2023-03-16	3/16/2023	205954		0		\$2617.64	0
PAYROLL - 2023-03-16	3/16/2023	205955		0		\$4092.86	0
PAYROLL - 2023-03-16	3/16/2023	205956		0		\$3209.28	0
PAYROLL - 2023-03-16	3/16/2023	205957		0		\$2885.74	0
PAYROLL - 2023-03-16	3/16/2023	205958		0		\$1521.62	0
PAYROLL - 2023-03-16	3/16/2023	205959		0		\$2871.73	0
PAYROLL - 2023-03-16	3/16/2023	205960		0		\$4104.54	0
PAYROLL - 2023-03-16	3/16/2023	205961		0		\$3226.35	0
PAYROLL - 2023-03-16	3/16/2023	205962		0		\$2905.09	0
PAYROLL - 2023-03-16	3/16/2023	205963		0		\$4120.13	0
PAYROLL - 2023-03-16	3/16/2023	205964		0		\$3002.04	0
PAYROLL - 2023-03-16	3/16/2023	205965		0		\$1327.34	0
PAYROLL - 2023-03-16	3/16/2023	205966		0		\$3388.92	0
PAYROLL - 2023-03-16	3/16/2023	205967		0		\$2558.14	0
PAYROLL - 2023-03-16	3/16/2023	205968		0		\$3138.57	0
PAYROLL - 2023-03-16	3/16/2023	205969		0		\$3871.06	0
PAYROLL - 2023-03-16	3/16/2023	205970		0		\$3609.11	0
PAYROLL - 2023-03-16	3/16/2023	205971		0		\$2475.46	0
PAYROLL - 2023-03-16	3/16/2023	205972		0		\$828.26	0
PAYROLL - 2023-03-16	3/16/2023	205973		0		\$4286.85	0
PAYROLL - 2023-03-16	3/16/2023	205974		0		\$1231.81	0
PAYROLL - 2023-03-16	3/16/2023	205975		0		\$4432.06	0
PAYROLL - 2023-03-16	3/16/2023	205976		0		\$3833.26	0
PAYROLL - 2023-03-16	3/16/2023	205977		0		\$4024.53	0
PAYROLL - 2023-03-16	3/16/2023	205978		0		\$3185.71	0
PAYROLL - 2023-03-16	3/16/2023	205979		0		\$1635.18	0
PAYROLL - 2023-03-16	3/16/2023	205980		0		\$4248.66	0

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PAYROLL - 2023-03-16	3/16/2023	205981		0		\$1422.43	0
PAYROLL - 2023-03-16	3/16/2023	205982		0		\$3692.20	0
PAYROLL - 2023-03-16	3/16/2023	205983		0		\$3247.66	0
PAYROLL - 2023-03-16	3/16/2023	205984		0		\$1945.99	0
PAYROLL - 2023-03-16	3/16/2023	205985		0		\$2146.19	0
PAYROLL - 2023-03-16	3/16/2023	205986		0		\$5345.09	0
PAYROLL - 2023-03-16	3/16/2023	205987		0		\$2045.38	0
PAYROLL - 2023-03-16	3/16/2023	205988		0		\$3522.13	0
PAYROLL - 2023-03-16	3/16/2023	205989		0		\$2723.97	0
PAYROLL - 2023-03-16	3/16/2023	205990		0		\$2072.74	0
PAYROLL - 2023-03-16	3/16/2023	205991		0		\$2609.78	0
PAYROLL - 2023-03-16	3/16/2023	205992		0		\$2147.62	0
PAYROLL - 2023-03-16	3/16/2023	205993		0		\$3278.82	0
PAYROLL - 2023-03-16	3/16/2023	205994		0		\$3444.16	0
PAYROLL - 2023-03-16	3/16/2023	205995		0		\$1617.97	0
PAYROLL - 2023-03-16	3/16/2023	205996		0		\$3125.90	0
PAYROLL - 2023-03-16	3/16/2023	205997		0		\$2800.23	0
PAYROLL - 2023-03-16	3/16/2023	205998		0		\$1574.27	0
PAYROLL - 2023-03-16	3/16/2023	205999		0		\$2858.82	0
PAYROLL - 2023-03-16	3/16/2023	206000		0		\$2742.59	0
PAYROLL - 2023-03-16	3/16/2023	206001		0		\$3020.13	0
PAYROLL - 2023-03-16	3/16/2023	206002		0		\$2878.08	0
PAYROLL - 2023-03-16	3/16/2023	206003		0		\$4027.15	0
PAYROLL - 2023-03-16	3/16/2023	206004		0		\$2540.92	0
PAYROLL - 2023-03-16	3/16/2023	206005		0		\$3144.30	0
PAYROLL - 2023-03-16	3/16/2023	206006		0		\$1581.37	0
PAYROLL - 2023-03-16	3/16/2023	206007		0		\$3550.92	0
PAYROLL - 2023-03-16	3/16/2023	206008		0		\$3916.62	0
PAYROLL - 2023-03-16	3/16/2023	206009		0		\$2377.08	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	206010		0		\$2803.48	0
PAYROLL - 2023-03-16	3/16/2023	206011		0		\$2863.89	0
PAYROLL - 2023-03-16	3/16/2023	206012		0		\$2463.88	0
PAYROLL - 2023-03-16	3/16/2023	206013		0		\$1658.20	0
PAYROLL - 2023-03-16	3/16/2023	206014		0		\$2778.96	0
PAYROLL - 2023-03-16	3/16/2023	206015		0		\$3836.10	0
PAYROLL - 2023-03-16	3/16/2023	206016		0		\$2427.01	0
PAYROLL - 2023-03-16	3/16/2023	206017		0		\$3216.01	0
PAYROLL - 2023-03-16	3/16/2023	206018		0		\$3750.12	0
PAYROLL - 2023-03-16	3/16/2023	206019		0		\$2616.79	0
PAYROLL - 2023-03-16	3/16/2023	206020		0		\$1516.62	0
PAYROLL - 2023-03-16	3/16/2023	206021		0		\$3112.72	0
PAYROLL - 2023-03-16	3/16/2023	206022		0		\$3715.84	0
PAYROLL - 2023-03-16	3/16/2023	206023		0		\$4823.26	0
PAYROLL - 2023-03-16	3/16/2023	206024		0		\$2367.13	0
PAYROLL - 2023-03-16	3/16/2023	206025		0		\$3114.34	0
PAYROLL - 2023-03-16	3/16/2023	206026		0		\$4422.47	0
PAYROLL - 2023-03-16	3/16/2023	206027		0		\$1764.34	0
PAYROLL - 2023-03-16	3/16/2023	206028		0		\$2771.55	0
PAYROLL - 2023-03-16	3/16/2023	206029		0		\$3722.81	0
PAYROLL - 2023-03-16	3/16/2023	206030		0		\$3618.12	0
PAYROLL - 2023-03-16	3/16/2023	206031		0		\$3735.74	0
PAYROLL - 2023-03-16	3/16/2023	206032		0		\$2788.07	0
PAYROLL - 2023-03-16	3/16/2023	206033		0		\$2092.91	0
PAYROLL - 2023-03-16	3/16/2023	206034		0		\$2946.17	0
PAYROLL - 2023-03-16	3/16/2023	206035		0		\$3028.62	0
PAYROLL - 2023-03-16	3/16/2023	206036		0		\$280.21	0
PAYROLL - 2023-03-16	3/16/2023	206037		0		\$1564.36	0
PAYROLL - 2023-03-16	3/16/2023	206038		0		\$2365.54	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	206039		0		\$2329.28	0
PAYROLL - 2023-03-16	3/16/2023	206040		0		\$2508.63	0
PAYROLL - 2023-03-16	3/16/2023	206041		0		\$1889.70	0
PAYROLL - 2023-03-16	3/16/2023	206042		0		\$853.22	0
PAYROLL - 2023-03-16	3/16/2023	206043		0		\$2463.37	0
PAYROLL - 2023-03-16	3/16/2023	206044		0		\$2312.34	0
PAYROLL - 2023-03-16	3/16/2023	206045		0		\$974.37	0
PAYROLL - 2023-03-16	3/16/2023	206046		0		\$1916.33	0
PAYROLL - 2023-03-16	3/16/2023	206047		0		\$2409.61	0
PAYROLL - 2023-03-16	3/16/2023	206048		0		\$2750.51	0
PAYROLL - 2023-03-16	3/16/2023	206049		0		\$1844.66	0
PAYROLL - 2023-03-16	3/16/2023	206050		0		\$1581.49	0
PAYROLL - 2023-03-16	3/16/2023	206051		0		\$4815.14	0
PAYROLL - 2023-03-16	3/16/2023	206052		0		\$1974.76	0
PAYROLL - 2023-03-16	3/16/2023	206053		0		\$2269.42	0
PAYROLL - 2023-03-16	3/16/2023	206054		0		\$1947.98	0
PAYROLL - 2023-03-16	3/16/2023	206055		0		\$3113.21	0
PAYROLL - 2023-03-16	3/16/2023	206056		0		\$1869.35	0
PAYROLL - 2023-03-16	3/16/2023	206057		0		\$1826.55	0
PAYROLL - 2023-03-16	3/16/2023	206058		0		\$1644.88	0
PAYROLL - 2023-03-16	3/16/2023	206059		0		\$1953.56	0
PAYROLL - 2023-03-16	3/16/2023	206060		0		\$2191.86	0
PAYROLL - 2023-03-16	3/16/2023	206061		0		\$2110.78	0
PAYROLL - 2023-03-16	3/16/2023	206062		0		\$2761.10	0
PAYROLL - 2023-03-16	3/16/2023	206063		0		\$2878.29	0
PAYROLL - 2023-03-16	3/16/2023	206064		0		\$1632.24	0
PAYROLL - 2023-03-16	3/16/2023	206065		0		\$2143.08	0
PAYROLL - 2023-03-16	3/16/2023	206066		0		\$2259.18	0
PAYROLL - 2023-03-16	3/16/2023	206067		0		\$1975.74	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	206068		0		\$1698.55	0
PAYROLL - 2023-03-16	3/16/2023	206069		0		\$1980.09	0
PAYROLL - 2023-03-16	3/16/2023	206070		0		\$1851.11	0
PAYROLL - 2023-03-16	3/16/2023	206071		0		\$2245.80	0
PAYROLL - 2023-03-16	3/16/2023	206072		0		\$1461.81	0
PAYROLL - 2023-03-16	3/16/2023	206073		0		\$2426.36	0
PAYROLL - 2023-03-16	3/16/2023	206074		0		\$1737.18	0
PAYROLL - 2023-03-16	3/16/2023	206075		0		\$1923.83	0
PAYROLL - 2023-03-16	3/16/2023	206076		0		\$1700.36	0
PAYROLL - 2023-03-16	3/16/2023	206077		0		\$1727.88	0
PAYROLL - 2023-03-16	3/16/2023	206078		0		\$1629.25	0
PAYROLL - 2023-03-16	3/16/2023	206079		0		\$1949.87	0
PAYROLL - 2023-03-16	3/16/2023	206080		0		\$1559.02	0
PAYROLL - 2023-03-16	3/16/2023	206081		0		\$1916.25	0
PAYROLL - 2023-03-16	3/16/2023	206082		0		\$1847.09	0
PAYROLL - 2023-03-16	3/16/2023	206083		0		\$2219.72	0
PAYROLL - 2023-03-16	3/16/2023	206084		0		\$1828.30	0
PAYROLL - 2023-03-16	3/16/2023	206085		0		\$1956.15	0
PAYROLL - 2023-03-16	3/16/2023	206086		0		\$1078.51	0
PAYROLL - 2023-03-16	3/16/2023	206087		0		\$2448.75	0
PAYROLL - 2023-03-16	3/16/2023	206088		0		\$1237.33	0
PAYROLL - 2023-03-16	3/16/2023	206089		0		\$1678.78	0
PAYROLL - 2023-03-16	3/16/2023	206090		0		\$1737.97	0
PAYROLL - 2023-03-16	3/16/2023	206091		0		\$1952.00	0
PAYROLL - 2023-03-16	3/16/2023	206092		0		\$1728.88	0
PAYROLL - 2023-03-16	3/16/2023	206093		0		\$1913.41	0
PAYROLL - 2023-03-16	3/16/2023	206094		0		\$1839.90	0
PAYROLL - 2023-03-16	3/16/2023	206095		0		\$1907.77	0
PAYROLL - 2023-03-16	3/16/2023	206096		0		\$1324.14	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-16	3/16/2023	206097		0		\$1560.53	0
PAYROLL - 2023-03-16	3/16/2023	206098		0		\$2225.38	0
PAYROLL - 2023-03-16	3/16/2023	206099		0		\$692.08	0
PAYROLL - 2023-03-16	3/16/2023	206100		0		\$2186.20	0
PAYROLL - 2023-03-16	3/16/2023	206101		0		\$1858.53	0
PAYROLL - 2023-03-16	3/16/2023	206102		0		\$1766.69	0
PAYROLL - 2023-03-16	3/16/2023	206103		0		\$2044.68	0
PAYROLL - 2023-03-16	3/16/2023	206104		0		\$1891.15	0
PAYROLL - 2023-03-16	3/16/2023	206105		0		\$1824.11	0
PAYROLL - 2023-03-16	3/16/2023	206106		0		\$2061.99	0
PAYROLL - 2023-03-16	3/16/2023	206107		0		\$1178.68	0
PAYROLL - 2023-03-16	3/16/2023	206108		0		\$1983.18	0
PAYROLL - 2023-03-16	3/16/2023	206109		0		\$1231.74	0
PAYROLL - 2023-03-16	3/16/2023	206110		0		\$2037.13	0
PAYROLL - 2023-03-16	3/16/2023	206111		0		\$1849.56	0
PAYROLL - 2023-03-16	3/16/2023	206112		0		\$1887.73	0
PAYROLL - 2023-03-16	3/16/2023	206113		0		\$1634.29	0
PAYROLL - 2023-03-16	3/16/2023	206114		0		\$2371.29	0
PAYROLL - 2023-03-16	3/16/2023	206115		0		\$2264.59	0
PAYROLL - 2023-03-16	3/16/2023	206116		0		\$1748.57	0
PAYROLL - 2023-03-16	3/16/2023	206117		0		\$1923.58	0
PAYROLL - 2023-03-16	3/16/2023	206118		0		\$1515.12	0
PAYROLL - 2023-03-16	3/16/2023	206119		0		\$2344.24	0
PAYROLL - 2023-03-16	3/16/2023	206120		0		\$2078.86	0
PAYROLL - 2023-03-16	3/16/2023	206121		0		\$1735.66	0
PAYROLL - 2023-03-16	3/16/2023	206122		0		\$2866.70	0
PAYROLL - 2023-03-16	3/16/2023	206123		0		\$2178.92	0
PAYROLL - 2023-03-16	3/16/2023	206124		0		\$2909.42	0
PAYROLL - 2023-03-16	3/16/2023	206125		0		\$2458.05	0

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PAYROLL - 2023-03-16	3/16/2023	206126		0		\$1428.30	0
PAYROLL - 2023-03-16	3/16/2023	206127		0		\$2298.02	0
PAYROLL - 2023-03-16	3/16/2023	206128		0		\$2154.25	0
PAYROLL - 2023-03-16	3/16/2023	206129		0		\$2999.20	0
PAYROLL - 2023-03-16	3/16/2023	206130		0		\$1431.60	0
PAYROLL - 2023-03-16	3/16/2023	206131		0		\$1989.01	0
PAYROLL - 2023-03-16	3/16/2023	206132		0		\$845.06	0
PAYROLL - 2023-03-16	3/16/2023	206133		0		\$2732.19	0
PAYROLL - 2023-03-16	3/16/2023	206134		0		\$3475.53	0
PAYROLL - 2023-03-16	3/16/2023	206135		0		\$2088.45	0
PAYROLL - 2023-03-16	3/16/2023	206136		0		\$1829.55	0
PAYROLL - 2023-03-16	3/16/2023	206137		0		\$1886.56	0
PAYROLL - 2023-03-16	3/16/2023	206138		0		\$2163.29	0
PAYROLL - 2023-03-16	3/16/2023	206139		0		\$1739.67	0
PAYROLL - 2023-03-16	3/16/2023	206140		0		\$1876.04	0
PAYROLL - 2023-03-16	3/16/2023	206141		0		\$4079.54	0
PAYROLL - 2023-03-16	3/16/2023	206142		0		\$1428.01	0
PAYROLL - 2023-03-16	3/16/2023	206143		0		\$2789.35	0
PAYROLL - 2023-03-16	3/16/2023	206144		0		\$1856.40	0
PAYROLL - 2023-03-16	3/16/2023	206145		0		\$1209.67	0
PAYROLL - 2023-03-16	3/16/2023	206146		0		\$2028.21	0
PAYROLL - 2023-03-16	3/16/2023	206147		0		\$2859.63	0
PAYROLL - 2023-03-16	3/16/2023	206148		0		\$2999.07	0
PAYROLL - 2023-03-16	3/16/2023	206149		0		\$2413.32	0
PAYROLL - 2023-03-16	3/16/2023	206150		0		\$2985.70	0
PAYROLL - 2023-03-16	3/16/2023	206151		0		\$2244.25	0
PAYROLL - 2023-03-16	3/16/2023	206152		0		\$1315.03	0
PAYROLL - 2023-03-16	3/16/2023	206153		0		\$3462.79	0
PAYROLL - 2023-03-16	3/16/2023	206154		0		\$2230.03	0

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PAYROLL - 2023-03-16	3/16/2023	206155		0		\$1579.14	0
PAYROLL - 2023-03-16	3/16/2023	206156		0		\$1530.21	0
PAYROLL - 2023-03-16	3/16/2023	206157		0		\$5070.17	0
PAYROLL - 2023-03-16	3/16/2023	206158		0		\$2029.23	0
PAYROLL - 2023-03-16	3/16/2023	206159		0		\$4060.70	0
PAYROLL - 2023-03-16	3/16/2023	206160		0		\$3503.50	0
PAYROLL - 2023-03-16	3/16/2023	206161		0		\$2166.67	0
PAYROLL - 2023-03-16	3/16/2023	206162		0		\$3692.18	0
PAYROLL - 2023-03-16	3/16/2023	206163		0		\$1572.90	0
PAYROLL - 2023-03-16	3/16/2023	206164		0		\$4046.40	0
PAYROLL - 2023-03-16	3/16/2023	206165		0		\$2502.24	0
PAYROLL - 2023-03-16	3/16/2023	206166		0		\$2986.61	0
PAYROLL - 2023-03-16	3/16/2023	206167		0		\$1500.92	0
PAYROLL - 2023-03-16	3/16/2023	206168		0		\$2738.81	0
PAYROLL - 2023-03-16	3/16/2023	206169		0		\$1836.19	0
PAYROLL - 2023-03-16	3/16/2023	206170		0		\$2790.64	0
PAYROLL - 2023-03-16	3/16/2023	206171		0		\$3600.85	0
PAYROLL - 2023-03-16	3/16/2023	206172		0		\$1870.00	0
PAYROLL - 2023-03-16	3/16/2023	206173		0		\$1736.82	0
PAYROLL - 2023-03-16	3/16/2023	206174		0		\$2862.85	0
PAYROLL - 2023-03-16	3/16/2023	206175		0		\$5220.90	0
PAYROLL - 2023-03-16	3/16/2023	206176		0		\$2506.41	0
PAYROLL - 2023-03-16	3/16/2023	206177		0		\$3966.15	0
PAYROLL - 2023-03-16	3/16/2023	206178		0		\$1382.70	0
PAYROLL - 2023-03-16	3/16/2023	206179		0		\$2002.27	0
PAYROLL - 2023-03-16	3/16/2023	206180		0		\$929.83	0
PAYROLL - 2023-03-16	3/16/2023	206181		0		\$1829.83	0
PAYROLL - 2023-03-16	3/16/2023	206182		0		\$3221.47	0
PAYROLL - 2023-03-16	3/16/2023	206183		0		\$1374.68	0

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PAYROLL - 2023-03-16	3/16/2023	206184		0		\$2098.53	0
PAYROLL - 2023-03-16	3/16/2023	206185		0		\$2486.76	0
PAYROLL - 2023-03-16	3/16/2023	206186		0		\$1641.67	0
PAYROLL - 2023-03-16	3/16/2023	206187		0		\$1140.11	0
PAYROLL - 2023-03-16	3/16/2023	206188		0		\$1728.67	0
PAYROLL - 2023-03-16	3/16/2023	206189		0		\$2286.02	0
PAYROLL - 2023-03-16	3/16/2023	206190		0		\$3188.22	0
PAYROLL - 2023-03-16	3/16/2023	206191		0		\$1909.95	0
PAYROLL - 2023-03-16	3/16/2023	206192		0		\$1156.74	0
PAYROLL - 2023-03-16	3/16/2023	206193		0		\$2017.82	0
PAYROLL - 2023-03-16	3/16/2023	206194		0		\$1911.03	0
PAYROLL - 2023-03-16	3/16/2023	206195		0		\$1649.37	0
PAYROLL - 2023-03-16	3/16/2023	206196		0		\$1829.08	0
PAYROLL - 2023-03-16	3/16/2023	206197		0		\$1124.69	0
PAYROLL - 2023-03-16	3/16/2023	206198		0		\$211.41	0
PAYROLL - 2023-03-16	3/16/2023	206199		0		\$1035.39	0
PAYROLL - 2023-03-16	3/16/2023	206200		0		\$853.06	0
PAYROLL - 2023-03-16	3/16/2023	206201		0		\$2042.53	0
PAYROLL - 2023-03-16	3/16/2023	206202		0		\$921.35	0
PAYROLL - 2023-03-16	3/16/2023	206203		0		\$994.36	0
PAYROLL - 2023-03-16	3/16/2023	206204		0		\$1699.35	0
PAYROLL - 2023-03-16	3/16/2023	206205		0		\$2786.43	0
PAYROLL - 2023-03-16	3/16/2023	206206		0		\$1389.91	0
PAYROLL - 2023-03-16	3/16/2023	206207		0		\$1861.21	0
PAYROLL - 2023-03-16	3/16/2023	206208		0		\$1410.99	0
PAYROLL - 2023-03-16	3/16/2023	206209		0		\$1911.23	0
PAYROLL - 2023-03-16	3/16/2023	206210		0		\$1219.82	0
PAYROLL - 2023-03-16	3/16/2023	206211		0		\$883.28	0
PAYROLL - 2023-03-16	3/16/2023	206212		0		\$1492.59	0

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PAYROLL - 2023-03-16	3/16/2023	206213		0		\$591.11	0
PAYROLL - 2023-03-16	3/16/2023	206214		0		\$900.33	0
PAYROLL - 2023-03-16	3/16/2023	206215		0		\$1715.14	0
PAYROLL - 2023-03-16	3/16/2023	206216		0		\$594.99	0
PAYROLL - 2023-03-16	3/16/2023	206217		0		\$1909.34	0
PAYROLL - 2023-03-16	3/16/2023	206218		0		\$628.40	0
PAYROLL - 2023-03-16	3/16/2023	206219		0		\$7675.00	0
PAYROLL - 2023-03-16	3/16/2023	206220		0		\$14.00	0
PAYROLL - 2023-03-16	3/16/2023	206221		0		\$480.00	0
PAYROLL - 2023-03-16	3/16/2023	206222		0		\$424.50	0
PAYROLL - 2023-03-16	3/16/2023	206223		0		\$102.08	0
PAYROLL - 2023-03-16	3/16/2023	206224		0		\$7141.37	0
PAYROLL - 2023-03-16	TOTALS:					\$1,293,388.68	0
PAYROLL - 2023-03-30	3/30/2023	206225		0		\$2480.22	0
PAYROLL - 2023-03-30	3/30/2023	206226		0		\$2153.98	0
PAYROLL - 2023-03-30	3/30/2023	206227		0		\$1429.57	0
PAYROLL - 2023-03-30	3/30/2023	206228		0		\$1811.22	0
PAYROLL - 2023-03-30	3/30/2023	206229		0		\$2223.72	0
PAYROLL - 2023-03-30	3/30/2023	206230		0		\$4395.83	0
PAYROLL - 2023-03-30	3/30/2023	206231		0		\$1862.03	0
PAYROLL - 2023-03-30	3/30/2023	206232		0		\$2100.25	0
PAYROLL - 2023-03-30	3/30/2023	206233		0		\$2034.62	0
PAYROLL - 2023-03-30	3/30/2023	206234		0		\$2268.68	0
PAYROLL - 2023-03-30	3/30/2023	206235		0		\$3006.66	0
PAYROLL - 2023-03-30	3/30/2023	206236		0		\$2766.19	0
PAYROLL - 2023-03-30	3/30/2023	206237		0		\$4621.46	0
PAYROLL - 2023-03-30	3/30/2023	206238		0		\$6053.46	0
PAYROLL - 2023-03-30	3/30/2023	206239		0		\$1323.02	0
PAYROLL - 2023-03-30	3/30/2023	206240		0		\$1206.84	0

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PAYROLL - 2023-03-30	3/30/2023	206241		0		\$1171.01	0
PAYROLL - 2023-03-30	3/30/2023	206242		0		\$792.05	0
PAYROLL - 2023-03-30	3/30/2023	206243		0		\$1091.28	0
PAYROLL - 2023-03-30	3/30/2023	206244		0		\$4539.08	0
PAYROLL - 2023-03-30	3/30/2023	206245		0		\$2099.77	0
PAYROLL - 2023-03-30	3/30/2023	206246		0		\$1226.55	0
PAYROLL - 2023-03-30	3/30/2023	206247		0		\$957.98	0
PAYROLL - 2023-03-30	3/30/2023	206248		0		\$2067.97	0
PAYROLL - 2023-03-30	3/30/2023	206249		0		\$1988.00	0
PAYROLL - 2023-03-30	3/30/2023	206250		0		\$1888.76	0
PAYROLL - 2023-03-30	3/30/2023	206251		0		\$2148.17	0
PAYROLL - 2023-03-30	3/30/2023	206252		0		\$2619.63	0
PAYROLL - 2023-03-30	3/30/2023	206253		0		\$1335.28	0
PAYROLL - 2023-03-30	3/30/2023	206254		0		\$2255.56	0
PAYROLL - 2023-03-30	3/30/2023	206255		0		\$2203.22	0
PAYROLL - 2023-03-30	3/30/2023	206256		0		\$2908.62	0
PAYROLL - 2023-03-30	3/30/2023	206257		0		\$1791.95	0
PAYROLL - 2023-03-30	3/30/2023	206258		0		\$2334.56	0
PAYROLL - 2023-03-30	3/30/2023	206259		0		\$2439.46	0
PAYROLL - 2023-03-30	3/30/2023	206260		0		\$1839.18	0
PAYROLL - 2023-03-30	3/30/2023	206261		0		\$1847.14	0
PAYROLL - 2023-03-30	3/30/2023	206262		0		\$1616.90	0
PAYROLL - 2023-03-30	3/30/2023	206263		0		\$2131.29	0
PAYROLL - 2023-03-30	3/30/2023	206264		0		\$1660.97	0
PAYROLL - 2023-03-30	3/30/2023	206265		0		\$388.17	0
PAYROLL - 2023-03-30	3/30/2023	206266		0		\$1179.72	0
PAYROLL - 2023-03-30	3/30/2023	206267		0		\$1214.73	0
PAYROLL - 2023-03-30	3/30/2023	206268		0		\$3067.69	0
PAYROLL - 2023-03-30	3/30/2023	206269		0		\$1176.18	0

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PAYROLL - 2023-03-30	3/30/2023	206270		0		\$2052.37	0
PAYROLL - 2023-03-30	3/30/2023	206271		0		\$2214.83	0
PAYROLL - 2023-03-30	3/30/2023	206272		0		\$1261.59	0
PAYROLL - 2023-03-30	3/30/2023	206273		0		\$1875.82	0
PAYROLL - 2023-03-30	3/30/2023	206274		0		\$1830.56	0
PAYROLL - 2023-03-30	3/30/2023	206275		0		\$2054.01	0
PAYROLL - 2023-03-30	3/30/2023	206276		0		\$2683.12	0
PAYROLL - 2023-03-30	3/30/2023	206277		0		\$2232.17	0
PAYROLL - 2023-03-30	3/30/2023	206278		0		\$858.60	0
PAYROLL - 2023-03-30	3/30/2023	206279		0		\$1774.28	0
PAYROLL - 2023-03-30	3/30/2023	206280		0		\$2390.61	0
PAYROLL - 2023-03-30	3/30/2023	206281		0		\$4217.58	0
PAYROLL - 2023-03-30	3/30/2023	206282		0		\$2800.12	0
PAYROLL - 2023-03-30	3/30/2023	206283		0		\$2633.96	0
PAYROLL - 2023-03-30	3/30/2023	206284		0		\$4514.53	0
PAYROLL - 2023-03-30	3/30/2023	206285		0		\$1832.15	0
PAYROLL - 2023-03-30	3/30/2023	206286		0		\$1728.83	0
PAYROLL - 2023-03-30	3/30/2023	206287		0		\$1730.43	0
PAYROLL - 2023-03-30	3/30/2023	206288		0		\$1466.31	0
PAYROLL - 2023-03-30	3/30/2023	206289		0		\$2289.94	0
PAYROLL - 2023-03-30	3/30/2023	206290		0		\$1704.48	0
PAYROLL - 2023-03-30	3/30/2023	206291		0		\$1687.36	0
PAYROLL - 2023-03-30	3/30/2023	206292		0		\$2768.77	0
PAYROLL - 2023-03-30	3/30/2023	206293		0		\$1538.25	0
PAYROLL - 2023-03-30	3/30/2023	206294		0		\$2755.01	0
PAYROLL - 2023-03-30	3/30/2023	206295		0		\$1672.40	0
PAYROLL - 2023-03-30	3/30/2023	206296		0		\$1829.66	0
PAYROLL - 2023-03-30	3/30/2023	206297		0		\$1566.37	0
PAYROLL - 2023-03-30	3/30/2023	206298		0		\$2123.71	0

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PAYROLL - 2023-03-30	3/30/2023	206299		0		\$2404.63	0
PAYROLL - 2023-03-30	3/30/2023	206300		0		\$1982.84	0
PAYROLL - 2023-03-30	3/30/2023	206301		0		\$2013.41	0
PAYROLL - 2023-03-30	3/30/2023	206302		0		\$2352.64	0
PAYROLL - 2023-03-30	3/30/2023	206303		0		\$2236.96	0
PAYROLL - 2023-03-30	3/30/2023	206304		0		\$1868.01	0
PAYROLL - 2023-03-30	3/30/2023	206305		0		\$3038.01	0
PAYROLL - 2023-03-30	3/30/2023	206306		0		\$1853.23	0
PAYROLL - 2023-03-30	3/30/2023	206307		0		\$1701.54	0
PAYROLL - 2023-03-30	3/30/2023	206308		0		\$1613.17	0
PAYROLL - 2023-03-30	3/30/2023	206309		0		\$2594.01	0
PAYROLL - 2023-03-30	3/30/2023	206310		0		\$2140.55	0
PAYROLL - 2023-03-30	3/30/2023	206311		0		\$2002.45	0
PAYROLL - 2023-03-30	3/30/2023	206312		0		\$2107.12	0
PAYROLL - 2023-03-30	3/30/2023	206313		0		\$1948.13	0
PAYROLL - 2023-03-30	3/30/2023	206314		0		\$2086.88	0
PAYROLL - 2023-03-30	3/30/2023	206315		0		\$1650.97	0
PAYROLL - 2023-03-30	3/30/2023	206316		0		\$2020.95	0
PAYROLL - 2023-03-30	3/30/2023	206317		0		\$2175.40	0
PAYROLL - 2023-03-30	3/30/2023	206318		0		\$1763.15	0
PAYROLL - 2023-03-30	3/30/2023	206319		0		\$2087.49	0
PAYROLL - 2023-03-30	3/30/2023	206320		0		\$2184.08	0
PAYROLL - 2023-03-30	3/30/2023	206321		0		\$3405.44	0
PAYROLL - 2023-03-30	3/30/2023	206322		0		\$2079.02	0
PAYROLL - 2023-03-30	3/30/2023	206323		0		\$1180.18	0
PAYROLL - 2023-03-30	3/30/2023	206324		0		\$2097.60	0
PAYROLL - 2023-03-30	3/30/2023	206325		0		\$2089.14	0
PAYROLL - 2023-03-30	3/30/2023	206326		0		\$1058.24	0
PAYROLL - 2023-03-30	3/30/2023	206327		0		\$1664.20	0

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PAYROLL - 2023-03-30	3/30/2023	206328		0		\$2170.48	0
PAYROLL - 2023-03-30	3/30/2023	206329		0		\$729.03	0
PAYROLL - 2023-03-30	3/30/2023	206330		0		\$3996.72	0
PAYROLL - 2023-03-30	3/30/2023	206331		0		\$2491.49	0
PAYROLL - 2023-03-30	3/30/2023	206332		0		\$2668.88	0
PAYROLL - 2023-03-30	3/30/2023	206333		0		\$1802.70	0
PAYROLL - 2023-03-30	3/30/2023	206334		0		\$1809.52	0
PAYROLL - 2023-03-30	3/30/2023	206335		0		\$895.12	0
PAYROLL - 2023-03-30	3/30/2023	206336		0		\$782.96	0
PAYROLL - 2023-03-30	3/30/2023	206337		0		\$2672.62	0
PAYROLL - 2023-03-30	3/30/2023	206338		0		\$3044.36	0
PAYROLL - 2023-03-30	3/30/2023	206339		0		\$1795.32	0
PAYROLL - 2023-03-30	3/30/2023	206340		0		\$1888.19	0
PAYROLL - 2023-03-30	3/30/2023	206341		0		\$3072.09	0
PAYROLL - 2023-03-30	3/30/2023	206342		0		\$2127.25	0
PAYROLL - 2023-03-30	3/30/2023	206343		0		\$2192.82	0
PAYROLL - 2023-03-30	3/30/2023	206344		0		\$2377.17	0
PAYROLL - 2023-03-30	3/30/2023	206345		0		\$3286.97	0
PAYROLL - 2023-03-30	3/30/2023	206346		0		\$578.25	0
PAYROLL - 2023-03-30	3/30/2023	206347		0		\$2611.68	0
PAYROLL - 2023-03-30	3/30/2023	206348		0		\$1957.44	0
PAYROLL - 2023-03-30	3/30/2023	206349		0		\$2018.73	0
PAYROLL - 2023-03-30	3/30/2023	206350		0		\$2470.18	0
PAYROLL - 2023-03-30	3/30/2023	206351		0		\$2239.36	0
PAYROLL - 2023-03-30	3/30/2023	206352		0		\$2730.32	0
PAYROLL - 2023-03-30	3/30/2023	206353		0		\$1801.13	0
PAYROLL - 2023-03-30	3/30/2023	206354		0		\$2692.21	0
PAYROLL - 2023-03-30	3/30/2023	206355		0		\$2410.28	0
PAYROLL - 2023-03-30	3/30/2023	206356		0		\$2491.43	0

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PAYROLL - 2023-03-30	3/30/2023	206357		0		\$2285.14	0
PAYROLL - 2023-03-30	3/30/2023	206358		0		\$1862.88	0
PAYROLL - 2023-03-30	3/30/2023	206359		0		\$2253.13	0
PAYROLL - 2023-03-30	3/30/2023	206360		0		\$2182.52	0
PAYROLL - 2023-03-30	3/30/2023	206361		0		\$2131.88	0
PAYROLL - 2023-03-30	3/30/2023	206362		0		\$1882.49	0
PAYROLL - 2023-03-30	3/30/2023	206363		0		\$1824.15	0
PAYROLL - 2023-03-30	3/30/2023	206364		0		\$2100.27	0
PAYROLL - 2023-03-30	3/30/2023	206365		0		\$2124.53	0
PAYROLL - 2023-03-30	3/30/2023	206366		0		\$2562.05	0
PAYROLL - 2023-03-30	3/30/2023	206367		0		\$3654.42	0
PAYROLL - 2023-03-30	3/30/2023	206368		0		\$2220.61	0
PAYROLL - 2023-03-30	3/30/2023	206369		0		\$4057.76	0
PAYROLL - 2023-03-30	3/30/2023	206370		0		\$3148.92	0
PAYROLL - 2023-03-30	3/30/2023	206371		0		\$2041.29	0
PAYROLL - 2023-03-30	3/30/2023	206372		0		\$2973.52	0
PAYROLL - 2023-03-30	3/30/2023	206373		0		\$3100.59	0
PAYROLL - 2023-03-30	3/30/2023	206374		0		\$3662.52	0
PAYROLL - 2023-03-30	3/30/2023	206375		0		\$3133.32	0
PAYROLL - 2023-03-30	3/30/2023	206376		0		\$3836.17	0
PAYROLL - 2023-03-30	3/30/2023	206377		0		\$4481.55	0
PAYROLL - 2023-03-30	3/30/2023	206378		0		\$3092.24	0
PAYROLL - 2023-03-30	3/30/2023	206379		0		\$2559.02	0
PAYROLL - 2023-03-30	3/30/2023	206380		0		\$2280.83	0
PAYROLL - 2023-03-30	3/30/2023	206381		0		\$3164.91	0
PAYROLL - 2023-03-30	3/30/2023	206382		0		\$3024.85	0
PAYROLL - 2023-03-30	3/30/2023	206383		0		\$4284.42	0
PAYROLL - 2023-03-30	3/30/2023	206384		0		\$3633.98	0
PAYROLL - 2023-03-30	3/30/2023	206385		0		\$2307.03	0

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PAYROLL - 2023-03-30	3/30/2023	206386		0		\$3366.66	0
PAYROLL - 2023-03-30	3/30/2023	206387		0		\$3147.58	0
PAYROLL - 2023-03-30	3/30/2023	206388		0		\$2716.06	0
PAYROLL - 2023-03-30	3/30/2023	206389		0		\$3257.79	0
PAYROLL - 2023-03-30	3/30/2023	206390		0		\$2660.59	0
PAYROLL - 2023-03-30	3/30/2023	206391		0		\$2738.17	0
PAYROLL - 2023-03-30	3/30/2023	206392		0		\$2523.81	0
PAYROLL - 2023-03-30	3/30/2023	206393		0		\$2955.11	0
PAYROLL - 2023-03-30	3/30/2023	206394		0		\$2547.78	0
PAYROLL - 2023-03-30	3/30/2023	206395		0		\$2565.41	0
PAYROLL - 2023-03-30	3/30/2023	206396		0		\$3403.89	0
PAYROLL - 2023-03-30	3/30/2023	206397		0		\$2674.18	0
PAYROLL - 2023-03-30	3/30/2023	206398		0		\$3050.28	0
PAYROLL - 2023-03-30	3/30/2023	206399		0		\$1878.04	0
PAYROLL - 2023-03-30	3/30/2023	206400		0		\$2912.95	0
PAYROLL - 2023-03-30	3/30/2023	206401		0		\$3169.02	0
PAYROLL - 2023-03-30	3/30/2023	206402		0		\$3077.84	0
PAYROLL - 2023-03-30	3/30/2023	206403		0		\$3603.63	0
PAYROLL - 2023-03-30	3/30/2023	206404		0		\$4280.44	0
PAYROLL - 2023-03-30	3/30/2023	206405		0		\$3091.22	0
PAYROLL - 2023-03-30	3/30/2023	206406		0		\$2055.52	0
PAYROLL - 2023-03-30	3/30/2023	206407		0		\$2990.86	0
PAYROLL - 2023-03-30	3/30/2023	206408		0		\$2337.38	0
PAYROLL - 2023-03-30	3/30/2023	206409		0		\$1398.98	0
PAYROLL - 2023-03-30	3/30/2023	206410		0		\$5745.87	0
PAYROLL - 2023-03-30	3/30/2023	206411		0		\$2523.88	0
PAYROLL - 2023-03-30	3/30/2023	206412		0		\$2467.30	0
PAYROLL - 2023-03-30	3/30/2023	206413		0		\$2127.22	0
PAYROLL - 2023-03-30	3/30/2023	206414		0		\$4168.40	0

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PAYROLL - 2023-03-30	3/30/2023	206415		0		\$1730.68	0
PAYROLL - 2023-03-30	3/30/2023	206416		0		\$2577.49	0
PAYROLL - 2023-03-30	3/30/2023	206417		0		\$2663.82	0
PAYROLL - 2023-03-30	3/30/2023	206418		0		\$2774.32	0
PAYROLL - 2023-03-30	3/30/2023	206419		0		\$2895.51	0
PAYROLL - 2023-03-30	3/30/2023	206420		0		\$2075.98	0
PAYROLL - 2023-03-30	3/30/2023	206421		0		\$2635.48	0
PAYROLL - 2023-03-30	3/30/2023	206422		0		\$3213.03	0
PAYROLL - 2023-03-30	3/30/2023	206423		0		\$2499.68	0
PAYROLL - 2023-03-30	3/30/2023	206424		0		\$3512.18	0
PAYROLL - 2023-03-30	3/30/2023	206425		0		\$2579.41	0
PAYROLL - 2023-03-30	3/30/2023	206426		0		\$4749.76	0
PAYROLL - 2023-03-30	3/30/2023	206427		0		\$3219.10	0
PAYROLL - 2023-03-30	3/30/2023	206428		0		\$2676.39	0
PAYROLL - 2023-03-30	3/30/2023	206429		0		\$8846.83	0
PAYROLL - 2023-03-30	3/30/2023	206430		0		\$3606.93	0
PAYROLL - 2023-03-30	3/30/2023	206431		0		\$3000.82	0
PAYROLL - 2023-03-30	3/30/2023	206432		0		\$1901.99	0
PAYROLL - 2023-03-30	3/30/2023	206433		0		\$3796.96	0
PAYROLL - 2023-03-30	3/30/2023	206434		0		\$2701.02	0
PAYROLL - 2023-03-30	3/30/2023	206435		0		\$3546.60	0
PAYROLL - 2023-03-30	3/30/2023	206436		0		\$4629.20	0
PAYROLL - 2023-03-30	3/30/2023	206437		0		\$2679.39	0
PAYROLL - 2023-03-30	3/30/2023	206438		0		\$3178.34	0
PAYROLL - 2023-03-30	3/30/2023	206439		0		\$1468.52	0
PAYROLL - 2023-03-30	3/30/2023	206440		0		\$3288.37	0
PAYROLL - 2023-03-30	3/30/2023	206441		0		\$6009.15	0
PAYROLL - 2023-03-30	3/30/2023	206442		0		\$3077.57	0
PAYROLL - 2023-03-30	3/30/2023	206443		0		\$3958.67	0

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PAYROLL - 2023-03-30	3/30/2023	206444		0		\$2592.01	0
PAYROLL - 2023-03-30	3/30/2023	206445		0		\$2166.15	0
PAYROLL - 2023-03-30	3/30/2023	206446		0		\$3463.83	0
PAYROLL - 2023-03-30	3/30/2023	206447		0		\$2229.66	0
PAYROLL - 2023-03-30	3/30/2023	206448		0		\$4047.05	0
PAYROLL - 2023-03-30	3/30/2023	206449		0		\$4296.50	0
PAYROLL - 2023-03-30	3/30/2023	206450		0		\$1708.41	0
PAYROLL - 2023-03-30	3/30/2023	206451		0		\$2884.66	0
PAYROLL - 2023-03-30	3/30/2023	206452		0		\$2117.86	0
PAYROLL - 2023-03-30	3/30/2023	206453		0		\$1256.75	0
PAYROLL - 2023-03-30	3/30/2023	206454		0		\$2188.75	0
PAYROLL - 2023-03-30	3/30/2023	206455		0		\$4625.72	0
PAYROLL - 2023-03-30	3/30/2023	206456		0		\$4468.42	0
PAYROLL - 2023-03-30	3/30/2023	206457		0		\$3014.35	0
PAYROLL - 2023-03-30	3/30/2023	206458		0		\$2668.14	0
PAYROLL - 2023-03-30	3/30/2023	206459		0		\$2024.18	0
PAYROLL - 2023-03-30	3/30/2023	206460		0		\$3844.86	0
PAYROLL - 2023-03-30	3/30/2023	206461		0		\$4170.24	0
PAYROLL - 2023-03-30	3/30/2023	206462		0		\$2699.95	0
PAYROLL - 2023-03-30	3/30/2023	206463		0		\$3414.78	0
PAYROLL - 2023-03-30	3/30/2023	206464		0		\$4164.45	0
PAYROLL - 2023-03-30	3/30/2023	206465		0		\$3086.55	0
PAYROLL - 2023-03-30	3/30/2023	206466		0		\$4384.55	0
PAYROLL - 2023-03-30	3/30/2023	206467		0		\$1640.69	0
PAYROLL - 2023-03-30	3/30/2023	206468		0		\$3203.88	0
PAYROLL - 2023-03-30	3/30/2023	206469		0		\$1835.30	0
PAYROLL - 2023-03-30	3/30/2023	206470		0		\$3524.55	0
PAYROLL - 2023-03-30	3/30/2023	206471		0		\$2147.54	0
PAYROLL - 2023-03-30	3/30/2023	206472		0		\$3368.74	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206473		0		\$3129.19	0
PAYROLL - 2023-03-30	3/30/2023	206474		0		\$4324.13	0
PAYROLL - 2023-03-30	3/30/2023	206475		0		\$4380.04	0
PAYROLL - 2023-03-30	3/30/2023	206476		0		\$3838.73	0
PAYROLL - 2023-03-30	3/30/2023	206477		0		\$4091.86	0
PAYROLL - 2023-03-30	3/30/2023	206478		0		\$3746.70	0
PAYROLL - 2023-03-30	3/30/2023	206479		0		\$2463.33	0
PAYROLL - 2023-03-30	3/30/2023	206480		0		\$2850.94	0
PAYROLL - 2023-03-30	3/30/2023	206481		0		\$1603.22	0
PAYROLL - 2023-03-30	3/30/2023	206482		0		\$2528.16	0
PAYROLL - 2023-03-30	3/30/2023	206483		0		\$3284.33	0
PAYROLL - 2023-03-30	3/30/2023	206484		0		\$2853.61	0
PAYROLL - 2023-03-30	3/30/2023	206485		0		\$3902.23	0
PAYROLL - 2023-03-30	3/30/2023	206486		0		\$1821.69	0
PAYROLL - 2023-03-30	3/30/2023	206487		0		\$9734.44	0
PAYROLL - 2023-03-30	3/30/2023	206488		0		\$3707.42	0
PAYROLL - 2023-03-30	3/30/2023	206489		0		\$3158.34	0
PAYROLL - 2023-03-30	3/30/2023	206490		0		\$2583.72	0
PAYROLL - 2023-03-30	3/30/2023	206491		0		\$1741.44	0
PAYROLL - 2023-03-30	3/30/2023	206492		0		\$4359.63	0
PAYROLL - 2023-03-30	3/30/2023	206493		0		\$3769.90	0
PAYROLL - 2023-03-30	3/30/2023	206494		0		\$2494.00	0
PAYROLL - 2023-03-30	3/30/2023	206495		0		\$2685.55	0
PAYROLL - 2023-03-30	3/30/2023	206496		0		\$2700.55	0
PAYROLL - 2023-03-30	3/30/2023	206497		0		\$4265.45	0
PAYROLL - 2023-03-30	3/30/2023	206498		0		\$3789.01	0
PAYROLL - 2023-03-30	3/30/2023	206499		0		\$3062.68	0
PAYROLL - 2023-03-30	3/30/2023	206500		0		\$1705.27	0
PAYROLL - 2023-03-30	3/30/2023	206501		0		\$2572.63	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206502		0		\$4924.23	0
PAYROLL - 2023-03-30	3/30/2023	206503		0		\$3165.40	0
PAYROLL - 2023-03-30	3/30/2023	206504		0		\$2798.98	0
PAYROLL - 2023-03-30	3/30/2023	206505		0		\$3993.14	0
PAYROLL - 2023-03-30	3/30/2023	206506		0		\$2866.53	0
PAYROLL - 2023-03-30	3/30/2023	206507		0		\$1495.72	0
PAYROLL - 2023-03-30	3/30/2023	206508		0		\$3391.46	0
PAYROLL - 2023-03-30	3/30/2023	206509		0		\$3150.80	0
PAYROLL - 2023-03-30	3/30/2023	206510		0		\$3391.38	0
PAYROLL - 2023-03-30	3/30/2023	206511		0		\$4017.60	0
PAYROLL - 2023-03-30	3/30/2023	206512		0		\$4072.09	0
PAYROLL - 2023-03-30	3/30/2023	206513		0		\$2610.83	0
PAYROLL - 2023-03-30	3/30/2023	206514		0		\$1584.15	0
PAYROLL - 2023-03-30	3/30/2023	206515		0		\$3981.07	0
PAYROLL - 2023-03-30	3/30/2023	206516		0		\$1341.19	0
PAYROLL - 2023-03-30	3/30/2023	206517		0		\$6133.26	0
PAYROLL - 2023-03-30	3/30/2023	206518		0		\$3638.60	0
PAYROLL - 2023-03-30	3/30/2023	206519		0		\$4565.16	0
PAYROLL - 2023-03-30	3/30/2023	206520		0		\$4084.60	0
PAYROLL - 2023-03-30	3/30/2023	206521		0		\$1694.00	0
PAYROLL - 2023-03-30	3/30/2023	206522		0		\$4540.37	0
PAYROLL - 2023-03-30	3/30/2023	206523		0		\$1481.26	0
PAYROLL - 2023-03-30	3/30/2023	206524		0		\$3831.36	0
PAYROLL - 2023-03-30	3/30/2023	206525		0		\$3602.40	0
PAYROLL - 2023-03-30	3/30/2023	206526		0		\$2658.64	0
PAYROLL - 2023-03-30	3/30/2023	206527		0		\$2361.49	0
PAYROLL - 2023-03-30	3/30/2023	206528		0		\$6607.94	0
PAYROLL - 2023-03-30	3/30/2023	206529		0		\$1886.57	0
PAYROLL - 2023-03-30	3/30/2023	206530		0		\$4201.80	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206531		0		\$3880.71	0
PAYROLL - 2023-03-30	3/30/2023	206532		0		\$2167.88	0
PAYROLL - 2023-03-30	3/30/2023	206533		0		\$3235.69	0
PAYROLL - 2023-03-30	3/30/2023	206534		0		\$2520.12	0
PAYROLL - 2023-03-30	3/30/2023	206535		0		\$3681.70	0
PAYROLL - 2023-03-30	3/30/2023	206536		0		\$4190.70	0
PAYROLL - 2023-03-30	3/30/2023	206537		0		\$1705.21	0
PAYROLL - 2023-03-30	3/30/2023	206538		0		\$5376.21	0
PAYROLL - 2023-03-30	3/30/2023	206539		0		\$3713.76	0
PAYROLL - 2023-03-30	3/30/2023	206540		0		\$1830.99	0
PAYROLL - 2023-03-30	3/30/2023	206541		0		\$2971.89	0
PAYROLL - 2023-03-30	3/30/2023	206542		0		\$3104.62	0
PAYROLL - 2023-03-30	3/30/2023	206543		0		\$3495.17	0
PAYROLL - 2023-03-30	3/30/2023	206544		0		\$4214.38	0
PAYROLL - 2023-03-30	3/30/2023	206545		0		\$4140.81	0
PAYROLL - 2023-03-30	3/30/2023	206546		0		\$2698.02	0
PAYROLL - 2023-03-30	3/30/2023	206547		0		\$3276.80	0
PAYROLL - 2023-03-30	3/30/2023	206548		0		\$1819.91	0
PAYROLL - 2023-03-30	3/30/2023	206549		0		\$4578.01	0
PAYROLL - 2023-03-30	3/30/2023	206550		0		\$4330.05	0
PAYROLL - 2023-03-30	3/30/2023	206551		0		\$4394.91	0
PAYROLL - 2023-03-30	3/30/2023	206552		0		\$2931.22	0
PAYROLL - 2023-03-30	3/30/2023	206553		0		\$3251.49	0
PAYROLL - 2023-03-30	3/30/2023	206554		0		\$2579.54	0
PAYROLL - 2023-03-30	3/30/2023	206555		0		\$1724.18	0
PAYROLL - 2023-03-30	3/30/2023	206556		0		\$1436.13	0
PAYROLL - 2023-03-30	3/30/2023	206557		0		\$3526.52	0
PAYROLL - 2023-03-30	3/30/2023	206558		0		\$4632.70	0
PAYROLL - 2023-03-30	3/30/2023	206559		0		\$5844.20	0

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PAYROLL - 2023-03-30	3/30/2023	206560		0		\$3519.24	0
PAYROLL - 2023-03-30	3/30/2023	206561		0		\$4652.33	0
PAYROLL - 2023-03-30	3/30/2023	206562		0		\$2736.79	0
PAYROLL - 2023-03-30	3/30/2023	206563		0		\$1601.89	0
PAYROLL - 2023-03-30	3/30/2023	206564		0		\$4475.67	0
PAYROLL - 2023-03-30	3/30/2023	206565		0		\$3465.99	0
PAYROLL - 2023-03-30	3/30/2023	206566		0		\$4141.24	0
PAYROLL - 2023-03-30	3/30/2023	206567		0		\$2492.42	0
PAYROLL - 2023-03-30	3/30/2023	206568		0		\$3331.06	0
PAYROLL - 2023-03-30	3/30/2023	206569		0		\$4489.22	0
PAYROLL - 2023-03-30	3/30/2023	206570		0		\$1846.21	0
PAYROLL - 2023-03-30	3/30/2023	206571		0		\$3389.08	0
PAYROLL - 2023-03-30	3/30/2023	206572		0		\$3950.23	0
PAYROLL - 2023-03-30	3/30/2023	206573		0		\$3826.27	0
PAYROLL - 2023-03-30	3/30/2023	206574		0		\$5584.67	0
PAYROLL - 2023-03-30	3/30/2023	206575		0		\$2921.84	0
PAYROLL - 2023-03-30	3/30/2023	206576		0		\$2282.60	0
PAYROLL - 2023-03-30	3/30/2023	206577		0		\$3044.60	0
PAYROLL - 2023-03-30	3/30/2023	206578		0		\$3141.69	0
PAYROLL - 2023-03-30	3/30/2023	206579		0		\$112.09	0
PAYROLL - 2023-03-30	3/30/2023	206580		0		\$1623.77	0
PAYROLL - 2023-03-30	3/30/2023	206581		0		\$2471.86	0
PAYROLL - 2023-03-30	3/30/2023	206582		0		\$2462.37	0
PAYROLL - 2023-03-30	3/30/2023	206583		0		\$2649.81	0
PAYROLL - 2023-03-30	3/30/2023	206584		0		\$1941.22	0
PAYROLL - 2023-03-30	3/30/2023	206585		0		\$976.91	0
PAYROLL - 2023-03-30	3/30/2023	206586		0		\$2588.01	0
PAYROLL - 2023-03-30	3/30/2023	206587		0		\$2486.41	0
PAYROLL - 2023-03-30	3/30/2023	206588		0		\$1444.99	0

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PAYROLL - 2023-03-30	3/30/2023	206589		0		\$2019.08	0
PAYROLL - 2023-03-30	3/30/2023	206590		0		\$2559.79	0
PAYROLL - 2023-03-30	3/30/2023	206591		0		\$2904.92	0
PAYROLL - 2023-03-30	3/30/2023	206592		0		\$1991.89	0
PAYROLL - 2023-03-30	3/30/2023	206593		0		\$1633.01	0
PAYROLL - 2023-03-30	3/30/2023	206594		0		\$4994.27	0
PAYROLL - 2023-03-30	3/30/2023	206595		0		\$2126.83	0
PAYROLL - 2023-03-30	3/30/2023	206596		0		\$2390.14	0
PAYROLL - 2023-03-30	3/30/2023	206597		0		\$2030.53	0
PAYROLL - 2023-03-30	3/30/2023	206598		0		\$3267.74	0
PAYROLL - 2023-03-30	3/30/2023	206599		0		\$1921.67	0
PAYROLL - 2023-03-30	3/30/2023	206600		0		\$1922.78	0
PAYROLL - 2023-03-30	3/30/2023	206601		0		\$1718.14	0
PAYROLL - 2023-03-30	3/30/2023	206602		0		\$2342.26	0
PAYROLL - 2023-03-30	3/30/2023	206603		0		\$2309.33	0
PAYROLL - 2023-03-30	3/30/2023	206604		0		\$2290.91	0
PAYROLL - 2023-03-30	3/30/2023	206605		0		\$2494.13	0
PAYROLL - 2023-03-30	3/30/2023	206606		0		\$2991.35	0
PAYROLL - 2023-03-30	3/30/2023	206607		0		\$1722.40	0
PAYROLL - 2023-03-30	3/30/2023	206608		0		\$2353.40	0
PAYROLL - 2023-03-30	3/30/2023	206609		0		\$2423.17	0
PAYROLL - 2023-03-30	3/30/2023	206610		0		\$2504.85	0
PAYROLL - 2023-03-30	3/30/2023	206611		0		\$1797.38	0
PAYROLL - 2023-03-30	3/30/2023	206612		0		\$2162.22	0
PAYROLL - 2023-03-30	3/30/2023	206613		0		\$2032.37	0
PAYROLL - 2023-03-30	3/30/2023	206614		0		\$2062.66	0
PAYROLL - 2023-03-30	3/30/2023	206615		0		\$1538.46	0
PAYROLL - 2023-03-30	3/30/2023	206616		0		\$2681.06	0
PAYROLL - 2023-03-30	3/30/2023	206617		0		\$1872.36	0

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PAYROLL - 2023-03-30	3/30/2023	206618		0		\$2039.00	0
PAYROLL - 2023-03-30	3/30/2023	206619		0		\$1776.42	0
PAYROLL - 2023-03-30	3/30/2023	206620		0		\$2257.23	0
PAYROLL - 2023-03-30	3/30/2023	206621		0		\$1860.66	0
PAYROLL - 2023-03-30	3/30/2023	206622		0		\$2347.68	0
PAYROLL - 2023-03-30	3/30/2023	206623		0		\$1669.56	0
PAYROLL - 2023-03-30	3/30/2023	206624		0		\$2171.26	0
PAYROLL - 2023-03-30	3/30/2023	206625		0		\$2200.85	0
PAYROLL - 2023-03-30	3/30/2023	206626		0		\$1947.07	0
PAYROLL - 2023-03-30	3/30/2023	206627		0		\$2385.98	0
PAYROLL - 2023-03-30	3/30/2023	206628		0		\$2529.24	0
PAYROLL - 2023-03-30	3/30/2023	206629		0		\$1205.98	0
PAYROLL - 2023-03-30	3/30/2023	206630		0		\$1953.39	0
PAYROLL - 2023-03-30	3/30/2023	206631		0		\$1879.46	0
PAYROLL - 2023-03-30	3/30/2023	206632		0		\$2119.86	0
PAYROLL - 2023-03-30	3/30/2023	206633		0		\$2049.74	0
PAYROLL - 2023-03-30	3/30/2023	206634		0		\$2008.37	0
PAYROLL - 2023-03-30	3/30/2023	206635		0		\$1931.87	0
PAYROLL - 2023-03-30	3/30/2023	206636		0		\$1989.28	0
PAYROLL - 2023-03-30	3/30/2023	206637		0		\$1479.84	0
PAYROLL - 2023-03-30	3/30/2023	206638		0		\$1798.40	0
PAYROLL - 2023-03-30	3/30/2023	206639		0		\$2216.72	0
PAYROLL - 2023-03-30	3/30/2023	206640		0		\$780.01	0
PAYROLL - 2023-03-30	3/30/2023	206641		0		\$2388.59	0
PAYROLL - 2023-03-30	3/30/2023	206642		0		\$1925.53	0
PAYROLL - 2023-03-30	3/30/2023	206643		0		\$2000.57	0
PAYROLL - 2023-03-30	3/30/2023	206644		0		\$2324.41	0
PAYROLL - 2023-03-30	3/30/2023	206645		0		\$2100.49	0
PAYROLL - 2023-03-30	3/30/2023	206646		0		\$1932.44	0

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PAYROLL - 2023-03-30	3/30/2023	206647		0		\$2378.94	0
PAYROLL - 2023-03-30	3/30/2023	206648		0		\$1258.05	0
PAYROLL - 2023-03-30	3/30/2023	206649		0		\$2085.36	0
PAYROLL - 2023-03-30	3/30/2023	206650		0		\$1747.13	0
PAYROLL - 2023-03-30	3/30/2023	206651		0		\$2140.69	0
PAYROLL - 2023-03-30	3/30/2023	206652		0		\$2044.51	0
PAYROLL - 2023-03-30	3/30/2023	206653		0		\$2013.47	0
PAYROLL - 2023-03-30	3/30/2023	206654		0		\$1818.35	0
PAYROLL - 2023-03-30	3/30/2023	206655		0		\$2640.22	0
PAYROLL - 2023-03-30	3/30/2023	206656		0		\$15331.95	0
PAYROLL - 2023-03-30	3/30/2023	206657		0		\$1982.43	0
PAYROLL - 2023-03-30	3/30/2023	206658		0		\$2074.47	0
PAYROLL - 2023-03-30	3/30/2023	206659		0		\$1679.01	0
PAYROLL - 2023-03-30	3/30/2023	206660		0		\$2656.34	0
PAYROLL - 2023-03-30	3/30/2023	206661		0		\$2679.29	0
PAYROLL - 2023-03-30	3/30/2023	206662		0		\$2314.17	0
PAYROLL - 2023-03-30	3/30/2023	206663		0		\$1860.98	0
PAYROLL - 2023-03-30	3/30/2023	206664		0		\$2945.86	0
PAYROLL - 2023-03-30	3/30/2023	206665		0		\$2243.91	0
PAYROLL - 2023-03-30	3/30/2023	206666		0		\$3076.46	0
PAYROLL - 2023-03-30	3/30/2023	206667		0		\$2545.14	0
PAYROLL - 2023-03-30	3/30/2023	206668		0		\$1608.33	0
PAYROLL - 2023-03-30	3/30/2023	206669		0		\$2535.02	0
PAYROLL - 2023-03-30	3/30/2023	206670		0		\$2254.82	0
PAYROLL - 2023-03-30	3/30/2023	206671		0		\$3173.49	0
PAYROLL - 2023-03-30	3/30/2023	206672		0		\$1684.13	0
PAYROLL - 2023-03-30	3/30/2023	206673		0		\$2492.83	0
PAYROLL - 2023-03-30	3/30/2023	206674		0		\$851.71	0
PAYROLL - 2023-03-30	3/30/2023	206675		0		\$2842.62	0

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PAYROLL - 2023-03-30	3/30/2023	206676		0		\$3595.52	0
PAYROLL - 2023-03-30	3/30/2023	206677		0		\$2185.52	0
PAYROLL - 2023-03-30	3/30/2023	206678		0		\$3036.61	0
PAYROLL - 2023-03-30	3/30/2023	206679		0		\$1907.39	0
PAYROLL - 2023-03-30	3/30/2023	206680		0		\$1835.85	0
PAYROLL - 2023-03-30	3/30/2023	206681		0		\$2259.26	0
PAYROLL - 2023-03-30	3/30/2023	206682		0		\$1801.33	0
PAYROLL - 2023-03-30	3/30/2023	206683		0		\$2651.92	0
PAYROLL - 2023-03-30	3/30/2023	206684		0		\$4178.12	0
PAYROLL - 2023-03-30	3/30/2023	206685		0		\$1500.85	0
PAYROLL - 2023-03-30	3/30/2023	206686		0		\$3018.99	0
PAYROLL - 2023-03-30	3/30/2023	206687		0		\$2060.48	0
PAYROLL - 2023-03-30	3/30/2023	206688		0		\$1209.00	0
PAYROLL - 2023-03-30	3/30/2023	206689		0		\$2186.08	0
PAYROLL - 2023-03-30	3/30/2023	206690		0		\$4008.44	0
PAYROLL - 2023-03-30	3/30/2023	206691		0		\$3445.02	0
PAYROLL - 2023-03-30	3/30/2023	206692		0		\$2541.86	0
PAYROLL - 2023-03-30	3/30/2023	206693		0		\$3886.04	0
PAYROLL - 2023-03-30	3/30/2023	206694		0		\$3449.92	0
PAYROLL - 2023-03-30	3/30/2023	206695		0		\$1588.89	0
PAYROLL - 2023-03-30	3/30/2023	206696		0		\$2599.10	0
PAYROLL - 2023-03-30	3/30/2023	206697		0		\$2545.49	0
PAYROLL - 2023-03-30	3/30/2023	206698		0		\$1664.78	0
PAYROLL - 2023-03-30	3/30/2023	206699		0		\$1582.71	0
PAYROLL - 2023-03-30	3/30/2023	206700		0		\$3295.45	0
PAYROLL - 2023-03-30	3/30/2023	206701		0		\$2212.51	0
PAYROLL - 2023-03-30	3/30/2023	206702		0		\$3346.77	0
PAYROLL - 2023-03-30	3/30/2023	206703		0		\$2136.76	0
PAYROLL - 2023-03-30	3/30/2023	206704		0		\$2608.56	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206705		0		\$4117.14	0
PAYROLL - 2023-03-30	3/30/2023	206706		0		\$1690.58	0
PAYROLL - 2023-03-30	3/30/2023	206707		0		\$4302.71	0
PAYROLL - 2023-03-30	3/30/2023	206708		0		\$2088.97	0
PAYROLL - 2023-03-30	3/30/2023	206709		0		\$3002.17	0
PAYROLL - 2023-03-30	3/30/2023	206710		0		\$1593.55	0
PAYROLL - 2023-03-30	3/30/2023	206711		0		\$2940.48	0
PAYROLL - 2023-03-30	3/30/2023	206712		0		\$2038.17	0
PAYROLL - 2023-03-30	3/30/2023	206713		0		\$2298.00	0
PAYROLL - 2023-03-30	3/30/2023	206714		0		\$4073.43	0
PAYROLL - 2023-03-30	3/30/2023	206715		0		\$3062.73	0
PAYROLL - 2023-03-30	3/30/2023	206716		0		\$1885.43	0
PAYROLL - 2023-03-30	3/30/2023	206717		0		\$3281.82	0
PAYROLL - 2023-03-30	3/30/2023	206718		0		\$5544.77	0
PAYROLL - 2023-03-30	3/30/2023	206719		0		\$2693.41	0
PAYROLL - 2023-03-30	3/30/2023	206720		0		\$4064.09	0
PAYROLL - 2023-03-30	3/30/2023	206721		0		\$1680.65	0
PAYROLL - 2023-03-30	3/30/2023	206722		0		\$1951.02	0
PAYROLL - 2023-03-30	3/30/2023	206723		0		\$1037.61	0
PAYROLL - 2023-03-30	3/30/2023	206724		0		\$2628.06	0
PAYROLL - 2023-03-30	3/30/2023	206725		0		\$2738.00	0
PAYROLL - 2023-03-30	3/30/2023	206726		0		\$1462.79	0
PAYROLL - 2023-03-30	3/30/2023	206727		0		\$1954.07	0
PAYROLL - 2023-03-30	3/30/2023	206728		0		\$2624.51	0
PAYROLL - 2023-03-30	3/30/2023	206729		0		\$1762.97	0
PAYROLL - 2023-03-30	3/30/2023	206730		0		\$1080.11	0
PAYROLL - 2023-03-30	3/30/2023	206731		0		\$1577.27	0
PAYROLL - 2023-03-30	3/30/2023	206732		0		\$3172.28	0
PAYROLL - 2023-03-30	3/30/2023	206733		0		\$3381.80	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206734		0		\$1982.73	0
PAYROLL - 2023-03-30	3/30/2023	206735		0		\$1156.74	0
PAYROLL - 2023-03-30	3/30/2023	206736		0		\$2178.11	0
PAYROLL - 2023-03-30	3/30/2023	206737		0		\$2029.34	0
PAYROLL - 2023-03-30	3/30/2023	206738		0		\$1764.09	0
PAYROLL - 2023-03-30	3/30/2023	206739		0		\$2063.95	0
PAYROLL - 2023-03-30	3/30/2023	206740		0		\$1515.50	0
PAYROLL - 2023-03-30	3/30/2023	206741		0		\$387.38	0
PAYROLL - 2023-03-30	3/30/2023	206742		0		\$1035.39	0
PAYROLL - 2023-03-30	3/30/2023	206743		0		\$433.97	0
PAYROLL - 2023-03-30	3/30/2023	206744		0		\$2151.33	0
PAYROLL - 2023-03-30	3/30/2023	206745		0		\$861.87	0
PAYROLL - 2023-03-30	3/30/2023	206746		0		\$992.67	0
PAYROLL - 2023-03-30	3/30/2023	206747		0		\$2006.28	0
PAYROLL - 2023-03-30	3/30/2023	206748		0		\$71.08	0
PAYROLL - 2023-03-30	3/30/2023	206749		0		\$2851.42	0
PAYROLL - 2023-03-30	3/30/2023	206750		0		\$1527.95	0
PAYROLL - 2023-03-30	3/30/2023	206751		0		\$865.63	0
PAYROLL - 2023-03-30	3/30/2023	206752		0		\$2022.51	0
PAYROLL - 2023-03-30	3/30/2023	206753		0		\$1667.62	0
PAYROLL - 2023-03-30	3/30/2023	206754		0		\$115.30	0
PAYROLL - 2023-03-30	3/30/2023	206755		0		\$2068.17	0
PAYROLL - 2023-03-30	3/30/2023	206756		0		\$1454.94	0
PAYROLL - 2023-03-30	3/30/2023	206757		0		\$906.65	0
PAYROLL - 2023-03-30	3/30/2023	206758		0		\$1829.67	0
PAYROLL - 2023-03-30	3/30/2023	206759		0		\$605.53	0
PAYROLL - 2023-03-30	3/30/2023	206760		0		\$953.48	0
PAYROLL - 2023-03-30	3/30/2023	206761		0		\$1852.73	0
PAYROLL - 2023-03-30	3/30/2023	206762		0		\$597.01	0

Payroll Direct Deposits / Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2023-03-30	3/30/2023	206763		0		\$1981.36	0
PAYROLL - 2023-03-30	3/30/2023	206764		0		\$230.59	0
PAYROLL - 2023-03-30	3/30/2023	206765		0		\$161.35	0
PAYROLL - 2023-03-30	3/30/2023	206766		0		\$7206.93	0
PAYROLL - 2023-03-30	TOTALS:					\$1,408,055.11	0
					Grand Total	\$4,078,071.22	0

Pension Checks 3/1/2023 - 3/31/2023

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2023-03-31	3/31/2023	6416	N	0		\$823.49
PENSION - 2023-03-31	3/31/2023	6417	N	0		\$1086.39
PENSION - 2023-03-31	3/31/2023	6418	N	0		\$624.62
PENSION - 2023-03-31	3/31/2023	6419	N	0		\$1076.15
PENSION - 2023-03-31	3/31/2023	6420	N	0		\$590.64
PENSION - 2023-03-31	3/31/2023	6421	N	0		\$1813.07
PENSION - 2023-03-31	3/31/2023	6422	N	0		\$964.76
PENSION - 2023-03-31	3/31/2023	6423	N	0		\$897.57
PENSION - 2023-03-31	3/31/2023	6424	N	0		\$1008.14
PENSION - 2023-03-31	3/31/2023	6425	N	0		\$1214.88
PENSION - 2023-03-31	3/31/2023	6426	N	0		\$983.98
PENSION - 2023-03-31	3/31/2023	6427	N	0		\$3174.83
PENSION - 2023-03-31	3/31/2023	6428	N	0		\$1452.91
PENSION - 2023-03-31	3/31/2023	6429	N	0		\$1550.54
PENSION - 2023-03-31	3/31/2023	6430	N	0		\$1374.03
PENSION - 2023-03-31	3/31/2023	6431	N	0		\$379.31
PENSION - 2023-03-31	3/31/2023	6432	N	0		\$511.00
PENSION - 2023-03-31	3/31/2023	6433	N	0		\$483.58
PENSION - 2023-03-31	3/31/2023	6434	N	0		\$115.31
PENSION - 2023-03-31	3/31/2023	6435	N	0		\$1236.79
PENSION - 2023-03-31	3/31/2023	6436	N	0		\$1176.07
PENSION - 2023-03-31	3/31/2023	6437	N	0		\$1038.75
PENSION - 2023-03-31	3/31/2023	6438	N	0		\$1967.85
PENSION - 2023-03-31	3/31/2023	6439	N	0		\$517.01
PENSION - 2023-03-31	3/31/2023	6440	N	0		\$997.45
PENSION - 2023-03-31	TOTALS:					\$27,059.12
					Grand Total	\$27,059.12



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 4/18/2023

Agenda Category: Items of Business

Core Focus Area 3 - Increase Economic Vitality

Subject:

Ordinance No. 2023-07, Approving The Terraces at Queensgate South Planned Unit Development (Closed Record)

Department/Office
Development Services

Ordinance/Resolution Number:
2023-07

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2023-07, approving the Terraces at Queensgate South Planned Unit Development.

Summary:

The application request submitted by Aqtera Engineering, on behalf of Columbia Valley Property Holdings, LLC, will authorize a Planned Unit Development (PUD) to be known as The Terraces at Queensgate South. The proposed development consists of 19 single-family lots, 89 townhome lots, and five (5) open space tracts on approximately 20.67 acres. The proposed PUD has been identified as the first phase of a multi-phase plan to develop approximately 48 acres of contiguous land. The project site is located between Shockley Road and Keene Road and is immediately east and adjacent to the Country Ridge residential neighborhood. The Richland Hearing Examiner conducted an open-record public hearing on January 9, 2023 and recommends approval of the proposed PUD subject to conditions of approval contained in the Hearing Examiner's Recommendation of Approval (Exhibit A to Ordinance No. 2023-07) and as contained in an extensive Property Use and Development Agreement (Exhibit B to Ordinance 2023-07).

The proposed development is intended to follow the R-1-I2 zoning standards with a minimum lot size of 10,000 square feet and an overall lot size average of 12,000 square feet. A reduction of front yard setbacks from 20 feet to 15 feet and a reduction of rear yard setbacks from 25 feet to 15 feet is proposed. As required by the 2010 Property Agreement as amended (Contract No. 92-10), the applicants are proposing to construct a 6-foot masonry wall along the rear property line. The townhome portion of the proposed development is intended to follow the current R-2 zoning standards. The following modifications are being requested: front yard setbacks from 20 feet to 12 feet for upper stories (while maintaining the required 20-foot setback for the garage level); side yard setbacks from 6 feet to 5 feet; rear yard setbacks of 25 feet to 15 feet; maximum lot coverage from 50% to 65%; and maximum building height from 30 feet to 40 feet.

A detailed Traffic Impact Analysis (TIA) was provided as part of the project submittal packet and was provided to the City's Public Works Department along with all other city departments and local/regional transportation entities. The TIA was reviewed and accepted by the City.

Staff recommends approval of Ordinance No. 2023-07, for first reading by title only, as recommended by the Richland Hearing Examiner.

Fiscal Impact: Approval of the proposed PUD will result in up to 108 new single-family homes (additional tax base), and the extension of Queensgate Drive at no cost to the City.

Attachments:

1. Ordinance No. 2023-07
2. Full Report - The Terraces at Queensgate South (PUD2022-101)
3. Vicinity Map

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON RELATING TO LAND USE, ZONING CLASSIFICATIONS AND DISTRICTS AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY AMENDING SECTION MAP NOS. 16 AND 17 SO AS TO CHANGE THE ZONING DESIGNATION OF APPROXIMATELY 20.67 ACRES LOCATED BETWEEN SHOCKLEY ROAD (SOUTH) AND KEENE ROAD (NORTH) AND SITTING IMMEDIATELY EAST OF THE COUNTRY RIDGE RESIDENTIAL NEIGHBORHOOD (WEST) ON A SITE GENERALLY ADDRESSED AS 2155 KEENE ROAD UPON BENTON COUNTY ASSESSOR PARCEL NO. 122983000003003 (REVISED LOT 4 OF RS 5735) FROM AGRICULTURE (AG) AND SUBURBAN AGRICULTURE (SAG) TO PLANNED UNIT DEVELOPMENT (PUD) ALLOWING FOR A 108-UNIT SINGLE-FAMILY RESIDENTIAL AND TOWNHOME DEVELOPMENT AND PRELIMINARY PUD PLAN APPROVAL, CONTINGENT UPON THE RECORDING OF A DULY EXECUTED, DELIVERED, AND ACCEPTED PROPERTY USE AND DEVELOPMENT AGREEMENT.

Re: The Terraces at Queensgate South

WHEREAS, on January 9, 2023, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a preliminary Planned Unit Development (PUD) application and a petition to change the zoning of the property hereafter described as The Terraces at Queensgate South as submitted by Aqtera Engineering on behalf of Columbia Valley Property Holdings, LLC ("Petitioner"); and

WHEREAS, Petitioner also filed with the City of Richland, as the reviewing agency, a SEPA checklist indicating the expected environmental impact anticipated by such zone change and preliminary PUD plan; and

WHEREAS, on January 4, 2023, the City of Richland Planning Department reviewed the required SEPA checklist, assessed the environmental impact expected from the proposed land use action, and issued a Determination of Non-Significance (DNS) pursuant to Chapter 43.21c RCW after utilizing the optional DNS process in WAC 197-11-355 (*see* EA 2022-122); and

WHEREAS, on February 14, 2023, the Richland Hearing Examiner recommended approval of the requested rezone and approval of the preliminary PUD plan, subject to numerous conditions; and

WHEREAS, the Richland City Council has considered the recommendations and reports submitted in the record, and all comments and arguments made to it at the open-record public hearing and reiterated at the closed-record review hearing.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated February 14, 2023, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Planned Unit Development (PUD) when consideration is given to the interest of the general public.

Section 3. Contingent upon the recording, as provided in Section 6 hereof, and within 90 days of passage of this Ordinance, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone and preliminary PUD plan approval of the property identified as The Terraces at Queensgate South, restricting the use and development of such property and providing for Planned Unit Development (PUD) of the approximate 20.67-acre site, more specifically described as follows:

20.67 acres located between Shockley Road (south) and Keene Road (north) and sitting immediately east of the Country Ridge residential neighborhood (west) on a site generally addressed as 2155 Keene Road upon Benton County Assessor Parcel No. 122983000003003 (revised lot 4 of RS 5735)

such land is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Planned Unit Development (PUD) allowing for a 108-unit single-family residential and townhome development.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City of Richland as adopted by RMC 23.08.040 are hereby amended by amending Sectional Map Nos.

16 and 17, which are two (2) of a series of maps constituting the Official Zoning Map of the City of Richland, as shown on the attached Sectional Map Nos. 16 and 17 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

Section 5. Upon receipt of a duly executed *Property Use and Development Agreement*, as contemplated in Section 3 herein, the City Manager is authorized to execute the same for and on behalf of the City, and to file said document with the City Clerk.

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map Nos. 16 and 17, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

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

Section 8. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 9. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

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:

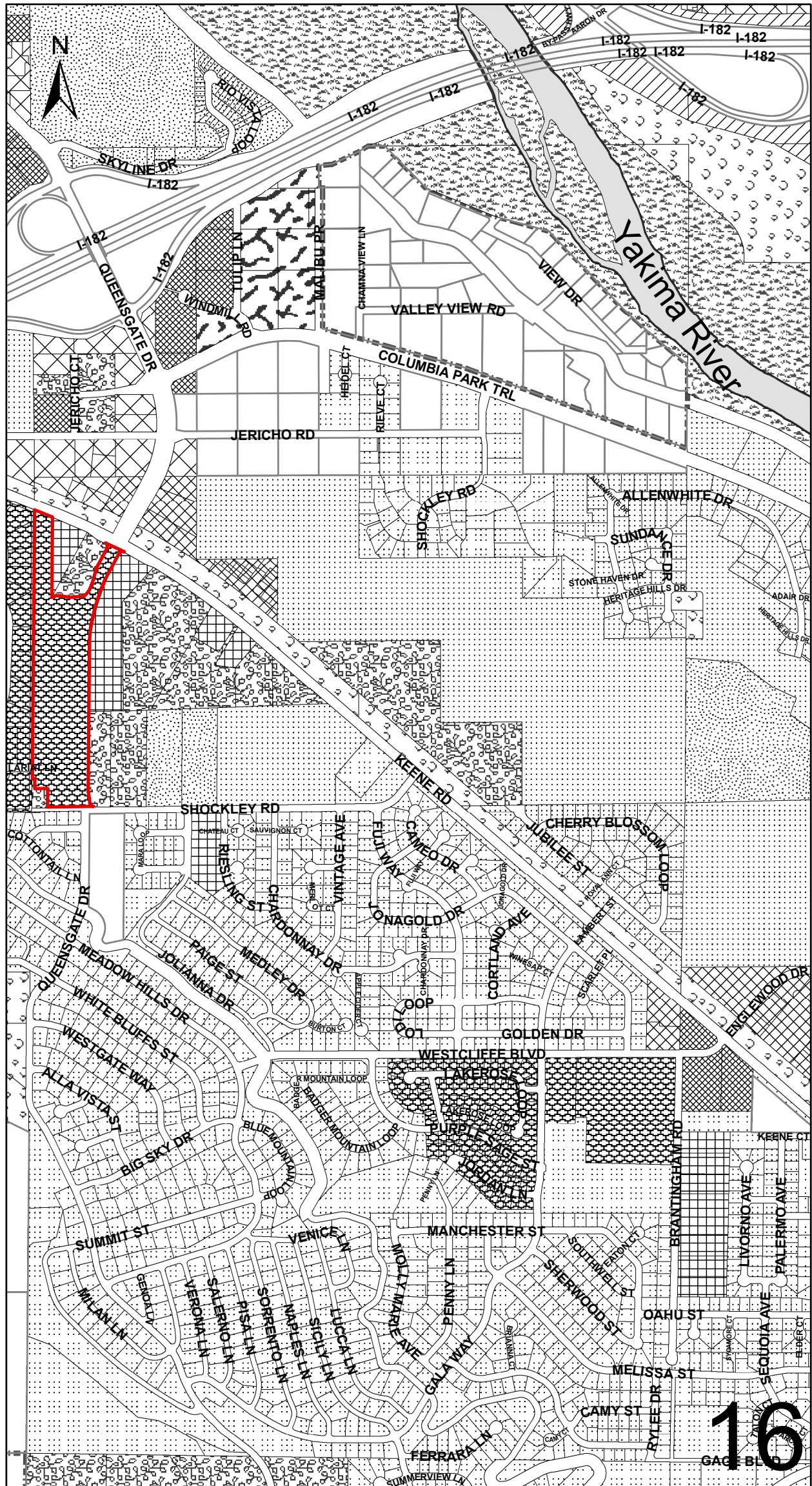
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____





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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“THE TERRACES AT QUEENSGATE SOUTH”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)**

FILE NUMBER: PUD2022-101

APPLICANT: AQTERA ENGINEERING, ON BEHALF OF
COLUMBIA VALLEY PROPERTY HOLDINGS, LLC

APPLICATION: PLANNED UNIT DEVELOPMENT (PUD) ON A 20.67-ACRE SITE, WITH 19 SINGLE FAMILY RESIDENTIAL LOTS, 89 LOTS FOR RESIDENTIAL TOWNHOMES, FIVE OPEN SPACE TRACTS, CONNECTIONS TO AND EXTENSIONS OF EXISTING PUBLIC STREETS, NEW INTERNAL STREETS, AND ASSOCIATED IMPROVEMENTS.

LOCATION: IMMEDIATELY EAST OF THE COUNTRY RIDGE NEIGHBORHOOD, GENERALLY LOCATED ON PROPERTY LYING WITHIN WHAT WOULD BE THE SOUTHWEST CORNER OF THE CURRENT QUEENSGATE AND KEENE ROAD INTERSECTION ALIGNMENT, SOUTH OF AND ABUTTING KEENE ROAD, NORTH OF AND ADJACENT TO SHOCKLEY ROAD.

PARCEL NUMBER: REVISED LOT 4 OF RECORD SURVEY NO. 5735, RECORDED ON NOVEMBER 15, 2022 WITH THE BENTON COUNTY AUDITOR’S OFFICE, PARCEL NO. 122983000003003* [NOTE: STAFF EXPLAINED THAT THE COUNTY ASSESSOR’S MAPS MAY NOT BE CURRENT, DUE TO BACKLOG IN UPDATING PARCEL BOUNDARIES TO REFLECT CHANGES MADE IN RECORDED INSTRUMENTS FILED IN THE LAST SEVERAL MONTHS]

REVIEW PROCESS: TYPE IIIA, PRELIMINARY PLANNED UNIT DEVELOPMENT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO

CONDITIONS **DATE OF RECOMMENDATION:** FEBRUARY 14, 2023

I. CONTENTS OF RECORD.

All exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the Department, and may be examined or reviewed by contacting the City's public records officer.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "The Terraces at Queensgate South" – Planned Unit Development, File No. PUD2022-101, dated January 9, 2022 (.pdf pages 1-28);

***NOTE:** *Staff assembled the Staff Report and all exhibits included as part of the initial Staff Report (numbered Exhibits 1-11) into a single .pdf file, with 306 pages. Additional written materials and records were submitted after the Staff Report was issued and the public hearing concluded, as authorized by the Hearing Examiner to address issues raised during the hearing. These later records are also included in the record but are not part of the same .pdf file. Exhibits 12-16 are in a second .pdf file, with just 10 pages.*

1. PUD Application Materials (.pdf pages 29-97);
2. Proposed PUD, with proposed plat maps (.pdf pages 98-102);
3. Contract No. 92-10 (.pdf pages 103-115);
4. Ordinance No. 2022-103 (.pdf pages 116-126);
5. Geotechnical Report & Soils Report (.pdf pages 127-201);
6. Landscaping Plan (.pdf pages 202-209);
7. Project Renderings (.pdf pages 210-212);
8. Traffic Impact Analysis (.pdf pages 213-247);
9. Public Notices & Affidavits (.pdf pages 248-256);
10. SEPA DNS & SEPA Checklist (.pdf pages 257-274);
11. Agency & Public Comments (.pdf pages 275-306);
12. Public Works Department memo dated Jan. 9, 2022, addressing traffic conditions and mitigation requirements;
13. Preliminary Plat site plan, sheet PP01, isolated showing only current PUD application and not other concepts for other projects that may be developed by same owner/applicant via future applications not included as part of this matter;
14. Applicant/Country Ridge HOA letter dated Jan. 9, 2022, proposing list of 4 'voluntary conditions' accepted and proposed by the applicant in return for HOA support of this pending PUD application;
15. Applicant's list of requested changes to Staff's proposed conditions of approval;

16. Staff Memo, dated Jan. 17, 2022, addressing issues raised during the public hearing and responding to the applicant's list of requested changes to proposed conditions of approval included in the Staff Report.

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

1. Mike Stevens, Planning Manager, for the City of Richland;
2. Caleb Stromstad, P.E., Applicant's project engineer and primary representative through review process;
3. Rick Simon, Applicant's land use consultant;
4. Mark Fickes, Applicant's attorney, did not provide factual testimony, but offered legal arguments and citations to relevant legal authority regarding the pending application;
5. Mike Froelich, local resident, lives in the adjacent Country Ridge neighborhood;
6. Nader Samaan, local resident, lives in the adjacent County Ridge Neighborhood on Appaloosa Way, also submitted detailed written comments included as part of Ex. 11, on .pdf pages 303-306.
7. Daniel Tissell, Assistant Engineering Manager for Kennewick Irrigation District, directed attention to KID written comments included as part of Ex. 11 on .pdf pages 285-291, requested specific easement and irrigation-related requirements as part of any PUD approval by the City.

II. APPLICABLE LAW.

Review Process. Under applicable provisions of the Richland Municipal Code (RMC), a preliminary planned unit development (PUD) application is subject to review as a Type IIIA procedure, where the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. (*RMC 19.20.010(D)(2)*).

Approval Criteria for PUD. After considering Staff's recommendation and all information included in the record from the open record hearing process, the Hearing Examiner is authorized to recommend to the city council that the Preliminary PUD application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;
2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district; and

4. The development can be completed within a reasonable period of time. (See RMC 23.50.040(B)).

Subdivision Regulations. RMC 24.04.030, captioned “Application of regulations,” a part of the City’s subdivision code found in Title 24 RMC, expressly provides that:

The regulations contained in this title shall apply to the subdivision of any lot, parcel, or tract of land into two or more lots or tracts, or other division of land for the purpose of sale or building development, whether immediate or future, including the resubdivision or replatting of land or lots. The regulations shall apply in every situation where there is a dedication of streets, alleys, easements, or land for public use. (*emphasis added*).

Accordingly, a preliminary PUD that would divide land for the purpose of sale or building development, and/or includes a dedication of streets and other land for public use – as is the case in this PUD application – must comply with City subdivision regulations.

Preliminary PUD approval effective for one year. Following a recommendation from the Hearing Examiner, any preliminary planned unit development approval by the City Council shall be effective for one year from date of the second reading of the ordinance conditionally approving the preliminary planned unit development plan. The ordinance authorizing the planned unit development shall only confer development rights upon the applicant or his successor in interest upon submission and approval of a final development plan which shall be in substantial conformity with the preliminary planned unit development plan and must be submitted within one year of passage of the ordinance granting preliminary planned unit development. The petitioner shall submit to the administrative official for review within the provided time limit its final development plan as provided in the final approval section. The administrative official shall thereupon approve or disapprove the final development plan; provided, that such final plan shall only be disapproved if it fails to conform substantially to the plan approved by the city council, or if the final plan conflicts with RMC 23.50.070 (Changes and modifications). In the event such proposed plan is disapproved, the petitioner may, at his election, resubmit a modified final plan to the administrative official or stand upon his proposed final plan and appeal such ruling to the hearing examiner. If the hearing examiner disapproves the final development plan, that decision shall be final. (RMC 23.50.040(D)).

Burden of Proof. The burden of proof rests with the applicant, and the application must be supported by a preponderance of evidence demonstrating 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; HEx Rules of Procedure, Sec. 3.08 Re: Burden of Proof).

III. ISSUE PRESENTED.

Whether a preponderance of evidence in the record demonstrates that the applicant has met its burden to show that the pending application satisfies, or can be conditioned to satisfy, the City’s

criteria for Preliminary PUD approval, including applicable provisions found in the City's Subdivision regulations?

Short Answer: Yes.

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 Recommendation to approve the Preliminary PUD as set forth below.

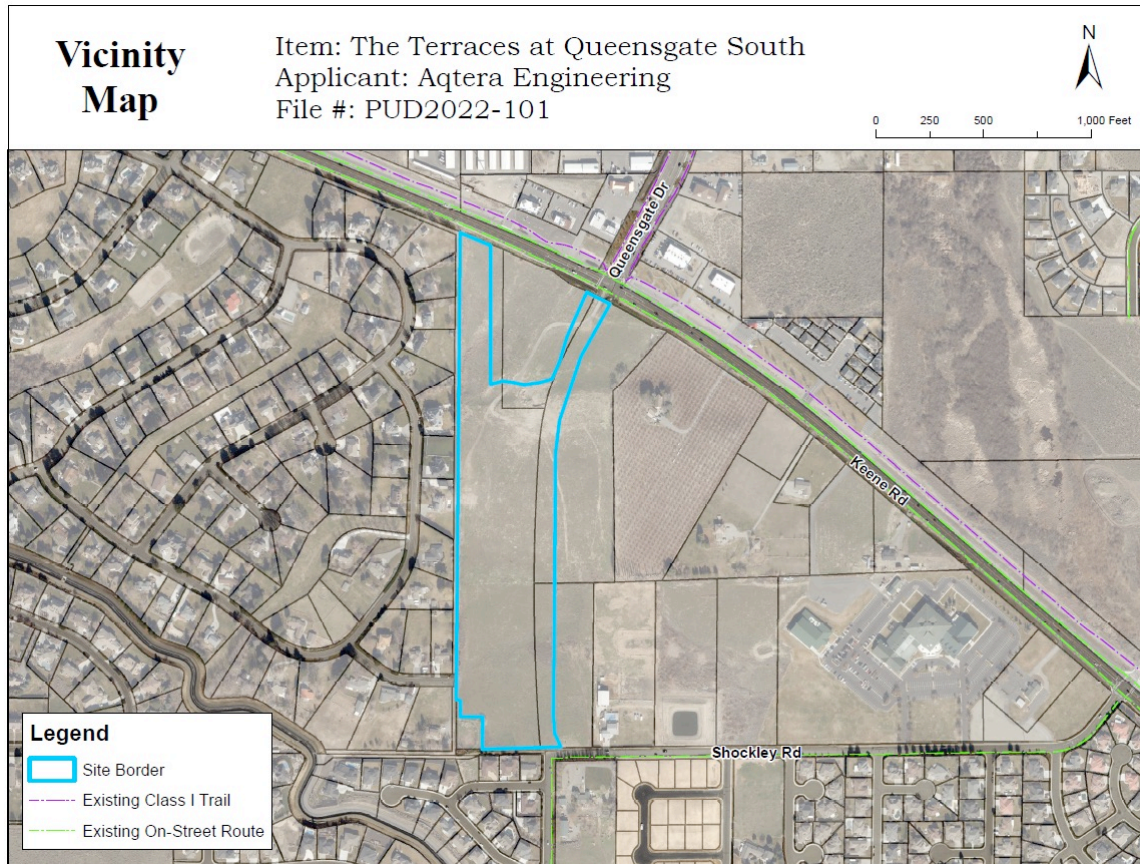
IV. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying PUD 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.

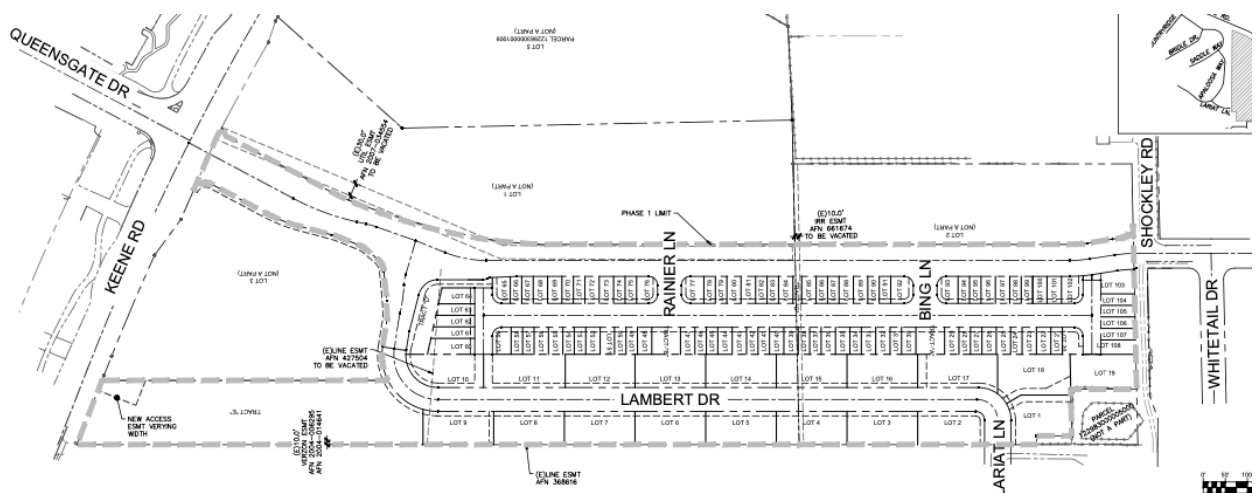
Background and Project Description.

3. As explained in the application materials, at some point in 2010, a group of property owners approached the City to amend certain Comprehensive Plan provisions that apply to the property addressed in this current matter, as well as adjacent properties not involved in this application. Objections to the previous property owners' proposal from the adjacent landowners in the Country Ridge neighborhood resulted in the City entering into a development agreement with the landowners, identified as Richland Contract No. 92-10. (Ex. 3). Over time, ownership of the property changed. Columbia Valley Property Holdings, LLC is the current owner and applicant in this matter.
4. Last year, the applicant/owner asked the City to amend several provisions in the 2010 Development Agreement known as Contract 92-10, with the support of the Country Ridge Homeowner's Association. (Ex. 4; Staff Report, page 9). The City Council approved amendments to Contract 92-10 through passage of Ordinance No. 2022-03. (Ex. 4).
5. There is no dispute that the terms of the Development Agreement, as amended by Ord. No. 2022-03, control how property covered by such agreement can be developed.
6. The amended Development Agreement provisions that cover the property addressed in this application generally allow for low density residential uses along the west, where the property abuts the Country Ridge neighborhood, and medium density residential uses moving east, further away from Country Ridge.

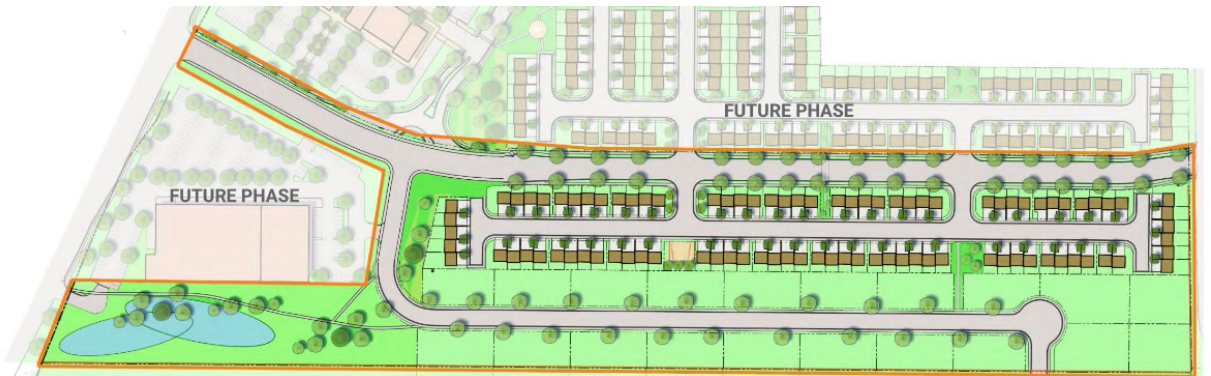
7. In mid-December of last year, Aqtera Engineering, on behalf of the current property owner (Columbia Valley Property Holdings, LLC), submitted the application addressed in this Recommendation, seeking approval of a Planned Unit Development (PUD)/Preliminary Plat known as The Terraces at Queensgate South. (*Ex. 1, application materials; Staff Report, page 6*).
8. The applicant's proposed PUD is situated on a 20.67-acre site, designed to include 19 single family residential lots on portions of the property closest to Country Ridge, 89 lots for residential townhomes located downhill and further east, five open space tracts, connections to and extensions of existing public streets, new internal streets, and associated improvements. (*Ex. 1, application materials; Ex. 2, proposed PUD/Plat site plans*).
9. The project site is immediately east of the Country Ridge neighborhood, generally located on property lying within what would be the southwest corner of the current Queensgate and Keene Road intersection alignment, south of and abutting Keene Road, north of and adjacent to Shockley Road. The PUD is located in Revised Lot 4 of a recent Boundary Line Adjustment, Record Survey No. 5735, recorded on November 15, 2022 with the Benton County Auditor's Office, Parcel No. 122983000003003. [*NOTE: Staff explained that the County Assessor's maps may not be current, due to backlog in updating parcel boundaries to reflect changes made in recorded instruments filed in the last several months*].
10. The property covered by the pending PUD application is outlined in blue on the following aerial photo provided on page 2 of the Staff Report:



11. The configuration of lots proposed for the PUD/Preliminary Plat are shown in the following screen shot from a part of *Exhibit 13*:



12. A screenshot from a portion of the Landscape Plan included as part of the application materials, on .pdf page 203, is provided below:



13. This application and Recommendation **does not include** any portions of property discussed in the application materials or drawings as “Future Phases”. Much of the written public comment materials address future commercial development that may occur on other property owned by the same applicant, but this application and Recommendation are expressly limited to the residential PUD application at hand.
14. The application materials include a detailed narrative credibly explaining how the project has been designed to comply with applicable provisions of the City’s Comprehensive Plan; the amended Development Agreement that applies to the property; PUD approval criteria found in RMC 23.50.030(B); required findings for a Preliminary Plat found in RMC 24.12.053; design standards found in RMC 24.16; and other findings required for applications of this type. (*Ex. 1, application materials, section captioned “Narrative Response”, with discussion on how The Terraces at Queensgate South project meets applicable review criteria, on .pdf pages 58-76*).
15. Staff issued public notices in accord with City practices, inviting comments from relevant agencies, surrounding property owners, and interested members of the general public. (*Exhibit 9, Notices and confirmation materials; Staff Report, pages 6 and 7*).
16. The City received 10 written comments from the general public and government agencies before the Staff Report was issued. (*Staff Report, page 7; Ex. 11, copies of all written comments*).

Public Hearing testimony, discussion of main comments.

17. The open-record public hearing for the application occurred on January 9, 2023, where 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 PUD. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, multiple times over recent years in connection with other

development applications in the area and conducted a follow-up site visit after the hearing to evaluate specific comments from neighboring residents.

18. At the hearing, Mr. Stevens summarized his Staff Report and recommendation of approval for the proposed PUD.
19. The applicant's project engineer, Mr. Stromstad, submitted a new Exhibit, numbered 14, at the hearing, which is a letter-agreement between the applicant and the Country Ridge Homeowners' Association, listing 4 (four) "Voluntary Conditions" intended to address concerns raised by some Country Ridge homeowners. Those conditions would require a 6-foot masonry wall one foot east of the staked boundary line on the project's west side, where it abuts homes in the Country Ridge neighborhood; limit homes built on the western boundary of the project site to one-story ramblers; require the developer to stub a sewer line near the Lambert/Lariat connection, and if natural gas service will be part of the project, then the developer will stub a natural gas line at the same general location; and require the developer to maintain landscaping and fencing, and properly maintain the stormwater pond in Tract E. (*See Ex. 14*).
20. The applicant's land use consultant, Mr. Simon, accepted most all of the analysis and recommended conditions provided in the Staff Report, noting a few requested changes addressed elsewhere in this Recommendation. Mr. Simon also summarized the basis for the applicant's request to modify setbacks to allow for narrower but wider single-family lots along the western part of the project site, so fewer lots would touch Country Ridge properties, with 9 or 10 lots instead of up to 16 lots that might result if standard R-1-12 setbacks were applied. (*Ex. 1, application materials, discussion of reasons for modified setbacks proposed in the PUD on .pdf pages 72-73*). The applicant's counsel, Mr. Fickes, requested that several recommended conditions of approval should be deleted, and some others should be amended. The Examiner held the record open to allow the applicant to propose specific language they would prefer in conditions of approval, with additional time for Staff to share their thoughts on any changes requested or proposed by the applicant. Those materials were transmitted to the Examiner in the week following the public hearing, with the applicant's requested changes now included in the record as *Exhibit 15*, and the Staff response to such requests included as *Exhibit 16*.
21. Two Country Ridge residents spoke during the public hearing, Mr. Froelich and Mr. Samaan, noting their concerns about a possible reduction in the size of any "buffer" between the Country Ridge neighborhood and future commercial uses on a portion of property that is NOT included as part of this project. Mr. Samaan also reiterated several points made in his written comments, included as part of Ex. 11, including without limitation the need for the project to meet applicable standards, concerns about seeing garages and cars from his property uphill from the project, general concerns that commercial development (NOT included as part of this PUD) might change the character of the area, and concerns about the height of the proposed townhomes.

22. Finally, a staff member from the Kennewick Irrigation District (KID), Mr. Tissell, spoke at the hearing, and directed attention to irrigation-related conditions of approval requested by KID, detailed in a letter included as part of Exhibit 11. Those conditions were not included in the recommended conditions provided in the Staff Report but have been added (in modified form) by the Hearing Examiner to ensure that the applicant and future property owners are aware of their obligations and requirements associated with the irrigation district.
23. The irrigation district's letter included as part of Ex. 11 appears to exceed authority granted under state law, where they imply that formal subdivision approval is required by the district. (See Ex. 11, KID letter, on pages 288-89, proposed conditions 12-16). The Examiner notes that RCW 58.17.310(2) only requires approval by an irrigation district with jurisdiction over the matter when the proposed subdivision lies "*within an irrigation district of two hundred thousand acres or more.*" The Examiner takes official notice of the Kennewick Irrigation District's online website, where it includes a page link captioned "Your District", where a dropdown option to click on "About KID" includes that following information: "*The District serves over 20,200 acres of land within a 55,000 acre boundary.*" In any event, and consistent with RCW 58.17.310(1), the proposed plat will be conditioned and designed to properly address: "*conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district.*" The Record does not include any reference to city codes, statutory authority, or the existence of any Interlocal Agreement or similar legal instrument that vests authority with the irrigation district to formally approve subdivisions located within the City of Richland. The District is free to impose lawful conditions on customers and private parties through contracts or agreements, but preliminary plats should not be conditioned so as to require formal District approval. The District's requested conditions 12-16 should not be included as part of the City's approval for this PUD/preliminary plat and are not included in the conditions attached to this Recommendation.
24. In the end, no one offered a preponderance of evidence through the review and public hearing process – either in writing or in testimony – that would serve as a basis to deny the requested PUD. Instead, the application materials, the Staff Report, testimony from City Staff and applicant representatives, and professional consultant reports prepared to address traffic, soils, potential cultural resources, and other aspects of the project, all provide far more than a preponderance of evidence demonstrating how the requested PUD has been designed and can be conditioned to satisfy all applicable approval criteria. With four additional conditions detailed in Exhibit 14, it appears as though the PUD will not be opposed by the Country Ridge HOA.

PUD expressly allowed for project site.

25. As explained in the Staff Report, the project site lies on land addressed by a development agreement, Contract 92-10 as amended by Ord. No. 2022-103, which envisions an eventual rezone for the site (which can be accomplished via a PUD application like the one at hand), where low density residential uses are placed along the western side, and medium density

residential is placed further east, near the center of the applicant's property. (*Exhibits 3 and 4, the original Development Agreement and the ordinance amending the agreement, where the two conditions of the agreement addressing the residential uses allowed on the property [See Sec. 10(a) and (b) of Contract 92-10] remain unchanged, re: low density residential on the west adjacent to Country Ridge, and Medium Density Residential allowed in other areas up to an average density of 10 units per acre*).

Development Standards, Modifications requested.

26. The City's R-1-12 zone is typically assigned to areas designated for Low Density Residential uses in the Comprehensive Plan, with R-2 zoning typically assigned to areas designated for Medium Density Residential uses. (*See RMC 23.18.010(A) and (C)*).
27. Without modifications, the otherwise applicable development standards for residential zones are those found in the chart provided at RMC 23.18.040.
28. The application materials and the Staff Report explain that this PUD would modify several otherwise applicable development standards to make the project more compatible with adjacent uses, to make the best use of the existing topography, and to fulfill requirements and conditions of the amended Development Agreement. (*Staff Report, discussion of development standard modifications proposed in this project on pages 4-5*).
29. For instance, the application materials include the following detailed narrative, addressing the project design in the low-density part of the project, using shallow, wider single-family residential lots in the two tiers of lots abutting the Country Ridge neighborhood:

Net density for this portion of the site is 2.6 lots/acre, falling well below the 3 unit/acre standard contained in the development agreement. Two tiers of lots, separated by Lambert Drive adhere to the two tiers of lots requirement of the agreement. Rear yards of the lots abutting the Country Ridge property boundary satisfy the required conditions. Lots meet all R-1-12 zoning standards, except for proposed front and rear front yard setbacks.

The rationale for utilizing different setbacks is based on the shallow, wide lots that form this buffer area. With lots 75 feet in depth, standard setbacks would provide for a building envelope that is only 30 feet deep. Enlarging the building envelope by reducing both the front and rear setbacks gives home builders a 45 foot deep building envelope and affords much greater flexibility to build attractive homes. (Note: the proposed setbacks are 15 foot rear yard and 15 foot front yard for living areas. Garages would still need to meet a 20 foot setback standard to allow parking in the driveway.) A reduction of 10 feet in the rear yard setback would hardly be noticeable to the adjacent Country Ridge homeowners, particularly since there is a pedestrian/equestrian easement that runs between Country Ridge and the project site. Further, a six foot tall masonry wall will be built along the entirety of the western property boundary.

The net effect is that wide and shallow lots proposed for the project mean that there are fewer lots abutting the Country Ridge neighborhood. The proposal calls for nine single family home lots along the Country Ridge border. If minimum width R-1-12 lots (minimum lot width of 90 feet) were constructed along the western property boundary,

there would be up to sixteen lots. The lesser rear yard setback is appropriately mitigated by the combination of fewer lots, the additional separation created by the pedestrian easement and the construction of a masonry wall. Finally, the larger building envelope afforded by the setback reduction will allow for greater size and flexibility in home design which would also benefit the Country Ridge neighborhood, as larger homes will ensure that homes of similar size and value can be constructed adjacent to Country Ridge. The design of the project meets the overall intent of the R-1-12 zoning and the conditions of the development agreement. *(Ex. 1, application materials, narrative explaining reasons for requesting modifications to development standards on .pdf pages 72-73).*

30. The Staff Report explains that the townhome portion of this proposed development is intended to follow the current R-2 zoning standards for one-family attached dwellings (townhomes) regarding minimum lot sizes and minimum lot width. The current R-2 minimum lot size for townhomes is N/A or no minimum square feet. The minimum lot width is also N/A; however, the applicants are proposing a minimum lot width of 25 feet. *(Staff Report, page 4).*

31. The applicants are requesting the following modifications from the following R-2 zoning standards found in the chart at RMC 23.18.040:

Front yard setback: The R-2 front yard setback for townhomes is 20 feet; however, the applicants are proposing a 12-foot setback for upper stories (while maintaining the required 20-foot setback for the garage level).

Side yard setback: The R-2 side yard setback for townhome buildings is 6 feet; however, the applicants are proposing a 5-foot setback.

Rear yard setback: The R-2 rear yard setback is 25 feet; however, the applicants are proposing a 15-foot rear yard setback.

Maximum lot coverage: The R-2 maximum lot coverage standard is 50%. The applicants are requesting a 65% lot coverage allowance.

Maximum building height: The R-2 maximum building height standard is 30 feet. The applicants are requesting a maximum building height allowance of 40 feet.

32. The requested modifications are supported by a preponderance of credible evidence, including the application project narrative, and overall project design – which reflect appropriate concern for and consideration of neighboring property owners, including additional conditions of approval developed through discussions with the Country Ridge Homeowners Association. *(See Exhibit 14).* The proposed Conditions of Approval have been revised to specifically include the modifications to regular development standards proposed as part of this PUD application, as well as those recommended by the Country Ridge HOA.

33. The Examiner finds and concludes that the proposed PUD is designed to comply with, and/or can be conditioned to satisfy, appropriate development standards for properties in the applicable zoning districts. The proposed development includes peripheral treatment

features that ensure a proper transition between the proposed PUD residential uses (single family homes and residential townhomes) and nearby external uses and developments, which, as noted elsewhere, already include residential developments somewhat similar to those proposed in this application. The townhomes are to be placed downhill and further away from the existing uphill homes in the Country Ridge subdivision, with a masonry wall constructed to reduce visual, noise, and other potential impacts. Design features and conditions of approval all comprise a preponderance of evidence that demonstrates how this proposal fulfills the second PUD approval criteria, found at RMC 23.50.040(B)(2), which reads: “Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments.”

34. The Staff Report and the applicant’s detailed project narrative included in the application materials credibly summarize design considerations and proposed conditions that will ensure the proposed PUD meets relevant city development regulations and will not result in probable significant adverse impacts on surrounding properties. After issuing public notices and inviting comments in accord with applicable law, the City’s SEPA Responsible Official issued a Determination of Non-Significance (DNS) for this application on or about January 4, 2023. (*See Ex. 10, SEPA DNS issued for this project; and Staff Report, at page 7*).
35. The post-hearing materials submitted by the applicant team and the response generated by City staff (included as *Exhibits 15 and 16*) focus on a difference of opinion as to what conditions of approval should be included on parking, general off-site improvements, and possible impact fee credits, among other things. Having analyzed applicable codes and legal authority, and the evidence submitted by the parties, the following portions of this Recommendation summarize key facts and legal authority that warrant Conditions of Approval as included in the Recommendation.

Potential for Impact Fee Credits.

36. Exhibits 12, 15, and 16 show discussions and professional differences of opinion between Staff and the applicant on the subject of which road improvement conditions imposed as Conditions of Approval might qualify to provide the applicant with a “credit” for transportation impact fees that will apply to this project, which is located in the City’s “Traffic Impact Zone 1.”
37. The City’s “Road Impact Fee” (aka Traffic or Transportation Impact Fee, all of which mean the same thing) program is addressed in Title 12.03 of the Richland Municipal Code. RMC 12.03.060 addresses “Credits” and reads as follows: *“A credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan.”*
38. RMC 12.03.190 provides the public and project applicants with a welcome example of clarity and transparency, in the form of a Project List that specifies projects that are identified in the financing plan used to assess and spend traffic impact fees. Among the improvements

included in the traffic impact fee program for Traffic Impact Zone 1, where this project is located, are: 1. Queensgate Drive (Phase 1) – Keene Road to Shockley; and 2. Queensgate Drive/Keene Road intersection improvements. (*See RMC 12.03.190(A)(1) and (2)*).

39. To resolve the differences of opinion reflected in the post-hearing exhibits from the applicant and Staff, the Examiner has modified the conditions of approval to make a specific reference to relevant City code provisions that resolve the issue. In short, regardless of proposed language in any recommended condition from either the applicant or Staff, the only projects that are eligible for impact fee credits are those listed in RMC 12.03.190, and all requests for impact fee credits must be reviewed and applied based on language found in RMC 12.03.060.

On street parking should be required.

40. At the hearing, and in their post-hearing materials, the applicant asked that proposed condition no. 30 (generally requiring on-street parking) should be removed, because they designed their project to provide off-street parking spaces on proposed lots. Staff opposed such request, noting that streets are intended to provide on-street parking for residents and/or guests, and that similar on-street parking requirements are included for similar projects, like the recent Fairhaven Townhome Estates project. (*See Ex. 16, post-hearing Staff memo, on page 2*).
41. The Examiner agrees with Staff and finds that without adequate on-street parking incorporated as part of this project, the possibility exists that visitors or residents may park off-site in parts of the Country Ridge neighborhood street system, on holidays, Superbowl party days, or other days when future residents host get-togethers at their homes, and parking is in high demand within the new development. The Examiner respectfully declines the applicant's request to remove the on-street parking condition, so proposed Condition 30 should remain unchanged.

Conditions regarding Commercial development should be deleted.

42. Proposed conditions 50 and 51 address requirements that might apply if commercial uses were proposed as part of this project. Because there are no commercial aspects included as part of this pending application, the applicant's request, as agreed by Staff, is that conditions 50 and 51 should be deleted. Accordingly, the Examiner has marked through language in conditions 50 and 51, because they are not relevant to this application.

Cultural Resources considerations.

43. The applicant should be commended for engaging the services of qualified professionals to perform a complete onsite survey, literature review, and subsurface testing, to generate a Cultural Resources Report with its application materials. The full report was not included as a separate exhibit, based on state codes that exempt such reports from public disclosure in order to protect cultural resources and knowledge about their whereabouts from possible theft or vandalism, and the like. Staff shared relevant portions of the Report with the

Examiner to verify the results (no protected resources located on site, based on survey), and to obtain a copy of any attached Inadvertent Discovery Plan.

44. The state Department of Archaeology and Historic Preservation reviewed the report and concurred with the results – that there were no archeological resources found on the site during the survey. *(See Ex. 11, DAHP letter on .pdf page 294).*
45. DAHP explained: *“We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.”* *(Ex. 11, DAHP letter on .pdf page 294).*
46. The Cultural Resources Report included an Inadvertent Discovery Plan, as Appendix B. Based on DAHP’s request, the Examiner has included the Inadvertent Discovery Plan as a new condition of approval for this project. *(See new Condition of Approval No. 80).*

SEPA Determination of Non-Significance was not rebutted.

47. Some testimony and written comments expressed concerns that views down into the development site will change, and somehow negatively impact mostly open vistas now enjoyed by adjacent property owners and residents. None of these concerns, regarding views or other potential environmental impacts, were supported by a preponderance of evidence or legal authority to show that the project will result in probable, significant environmental impacts. Thus, the DNS stands un rebutted for purposes of issuing this recommendation.
48. While the city’s code does not provide for appeals of SEPA threshold determinations to the City’s Hearing Examiner, as is the case in many Washington jurisdictions, the standards for how and when a Washington court would overturn a SEPA threshold determination, such as the DNS issued for this proposal, are worthy of consideration. To successfully overturn a SEPA DNS, a challenger must present actual evidence of probable significant adverse impacts of the Project. *Boehm v. City of Vancouver*, 111 Wn.App. 711, 718-719, 47 P.3d 137 (2002). A "clearly erroneous" standard applies when reviewing SEPA threshold determinations made by local and state governmental entities, such as the DNS issued for this project. *King Cty. v. Washington State Boundary Review Bd. for King Cty.*, 122 Wn. 2d 648, 661, 860 P.2d 1024 (1993). A challenged DNS may be reversed if, although there is evidence to support it, the reviewing authority is left with the definite and firm conviction that a mistake has been committed. *See Norway Hill Pres. & Prot. Ass 'n v. King County Council*, 87 Wn.2d 267, 274, 552 P.2d 674 (1976). In reviewing a SEPA threshold determination, a reviewing authority must first determine whether "environmental factors were considered in a manner sufficient to amount to prima facie compliance with the procedural requirements of SEPA." *Sisley v. San Juan County*, 89 Wn.2d 78, 84, 569 P.2d 712 (1977) (quoting *Juanita Bay Valley Com. v. Kirkland*, 9 Wn. App. 59, 73, 510 P.2d 1140 (1973)).

49. Procedural determinations by the City's SEPA responsible official, like the SEPA DNS threshold determination made for this proposal, shall be entitled to substantial weight in any subsequent proceedings. Such deference is mandated by Washington caselaw, including *Anderson v. Pierce County*, 86 Wn. App. 290 (1997) (holding that substantial weight is accorded to agency threshold determinations), and is required by *WAC 197-11-680(3)(a)(viii)* ("Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight."), which provision is adopted by reference as part of the City's municipal code. (RMC 22.09.200).

Views across a neighboring property are not protected by city codes or Washington caselaw.

50. As noted above, several local residents raised general view loss concerns, like views across the mostly vacant project site being altered by the presence of new townhomes, new garages, driveways to access such homes, and general feelings about a loss of adjacent open space. These concerns do not serve as a basis to reject the proposal. In fact, evidence in the record firmly demonstrates how alleged aesthetic and view impacts were considered and included as part of the design for the project. A masonry wall will be constructed along the portion of the project site that touches upon existing single-family lots. An attractive landscaping plan will be implemented. These features will provide an additional level of privacy and separation from the new PUD. While some neighbors will be able to see changes in their views, none will be significant, largely because the entire project has been designed to comply with applicable bulk and scale standards found in city codes, with limited modifications to make the project more compatible with adjacent properties and site-specific topographic conditions. The project opponents cannot dispute that Richland city codes do not provide protection for general views from one property onto another. Comments opposing the project or seeking major modifications based on personal view considerations were not sufficiently supported and should be rejected.
51. In Washington, a person has no property right in the view across their neighbor's land. A constitutionally protected property interest exists when a plaintiff demonstrates that he or she possesses a "legitimate claim of entitlement" under the law. *Bd. of Regents of State Colls. v. Roth*, 408 U.S. 564, 577, 92 S. Ct. 2701, 33 L. Ed. 2d 548 (1972). Here, the Richland Municipal Code does not grant adjoining property owners a claim of entitlement in the protection of their views; the code does not require the city to deny a permit or other project application that might impair private views of lands beyond a landowner's property boundaries. Thus, any potential constitutional due process claims alleging view loss should fail.
52. Washington case law is very clear that there is no view protection in common law; nor are general views from a neighbor's property onto an adjoining property protected in City Codes at issue in this matter. See *Asche v. Bloomquist*, 132 Wn. App. 784, 133 P.3d 475, 2006 Wash. App. LEXIS 434 (Div. II, 2006). Simply put, project opponents do not have a common law right in a view across their neighbor's property. Any arguments based on assertions to this effect must be rejected.

53. Some comments and hearing testimony generally asserted that the new structures may be too tall or too close to their property, that new garages might be situated in a manner that can be seen from uphill backyard areas, and that the new development will somehow interfere with their preferred aesthetic and previous views out into a mostly vacant and undeveloped site. While not a perfect comparison, the Washington Supreme Court decision in *Durland v. San Juan County*, 182 Wn.2d 55, 340 P.3d 191 (2014), is persuasive authority on some issues raised in this application process. Durland argued that county building codes about the height and size of a proposed garage on a neighboring property created a property interest because they were intended to protect neighbors' views of the water. The Supreme Court rejected Durland's arguments, because the local codes did not contain mandatory language requiring the jurisdiction to consider neighbors' views of the water before issuing building permits for garage construction on nearby properties. Similarly, the neighbors in this matter directed attention to no city code provisions that would essentially serve as a basis to consider their preferred aesthetic for structures or developments that can be viewed from their house.
54. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, satisfies all applicable PUD approval criteria.
55. Denial of the pending application – as conditioned below – would run counter to the Development Agreement provisions that apply to this project site in effect at the time a complete application for the proposed PUD was submitted. Zoning, density, environmental, transportation concurrency, utility availability, and other requirements needed for approval have all been satisfied as discussed herein and as detailed in the Staff Report.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

56. RMC 23.04.020 explains that: “*The general purpose of this title [Title 23, the City’s Zoning Regulations, including PUD provisions found in RMC 23.50] is to protect and promote public health, safety, morals, and general welfare through a well considered plan for the use of land*” and that “*It implements the comprehensive plan for the city of Richland adopted by Ordinance 26-97, passed October 6, 1997. It classifies land within the city into various land use zones each with appropriate zone designations and within each zone this title limits the use of land and limits the height, size, use and location of buildings and structures, and requires space for off-street parking. The economic stability of land use areas and conservation of building values are promoted and protected thereby.*” Further, “*Its provisions are designed to provide adequate light, air and access, to secure safety from fire and other dangers and to avoid excessive concentration of population in order to lessen traffic congestion, and to facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.*” (emphasis added).
57. 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 zoning regulations, which include PUD provisions, found in Title 23 of the Richland

Municipal Code – and terms of the Development Agreement that apply to this project. In this matter, substantial evidence in the record establishes compliance by the proposed PUD (as conditioned herein) with the city’s development regulations that are applicable to this project, thus implementing and complying with the City’s Comprehensive Plan. *(See Staff Report, all Findings; Development Agreement, as amended; Ex. 1, application materials, narrative discussion on .pdf pages 58-76).*

58. No one presented any credible, preponderance of evidence to rebut City staff’s determination explained in the Staff Report that the proposed PUD, with appropriate conditions, meets all applicable approval criteria.
59. The applicant’s submittals and the Staff Report establish that some aspects of the new PUD will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, construction of new roads, peripheral treatment features including a masonry fence and attractive landscaping, and other features that will serve to promote health benefits of a walkable, appropriately connected development that enhances the general appearance and viability of the surrounding community.
60. 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.¹

A preponderance of evidence demonstrates the proposed project, as conditioned, satisfies PUD approval criteria.

61. Based on previous findings and evidence included in the record, the Examiner finds and concludes that the applicant met its burden to produce a preponderance of evidence demonstrating that, as conditioned, the proposed PUD: 1) will be compatible with nearby developments and uses; 2) includes sufficient and appropriate peripheral treatment features, including substantial landscaping, fencing (a masonry wall, for example), and an overall project layout, that ensures proper transition between the PUD with its residential uses and nearby external uses and developments, that are mostly residential; 3) the proposal will be consistent with the applicable Development Agreement, the City’s Comprehensive Plan, and with the purpose of the PUD district; and 4) the development can be completed within a reasonable period of time (in fact, almost no one disputed this fact), thus satisfying all four approval criteria for a PUD found in RMC 23.50.040(B). *(See Staff Report, analysis and findings on pages 11-16; Ex. 1, application materials, narrative explanation of how project satisfies applicable approval criteria, .pdf pages 58-76).*

¹ For purposes of brevity, only certain Findings from the Department’s Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

A preponderance of evidence demonstrates the proposed project, as conditioned, satisfies City subdivision requirements, including all approval criteria for a preliminary plat.

62. 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. *(See all Findings above; Staff Report, analysis and findings; Ex. 1, application materials, narrative explaining how project satisfies applicable approval criteria, including City subdivision regulations found in Ch. 24.12 RMC, on .pdf pages 58-76).*

V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed PUD, 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 PUD meets the standards necessary to obtain approval by the City Council.
2. Far more than a preponderance of un rebutted evidence in this record establishes that this Preliminary PUD has been designed, or can be conditioned, to satisfy all applicable City Subdivision Regulations found in Title 24 RMC, including all approval criteria for a preliminary plat found in RMC Chapter 24.12.
3. The proposed conditions of approval as set forth in the Staff Report and modified herein 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. RECOMMENDATION.

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 visits to the area, **the undersigned Examiner recommends that the City Council APPROVE the "The Terraces at Queensgate South" Preliminary Planned Unit Development (PUD)** application (File No. PUD2022-101) and preliminary plat, subject to the attached Conditions of Approval, which are adopted herein by reference.

Recommendation issued: February 14, 2023.



Gary N. McLean

Hearing Examiner for the City of Richland

**CONDITIONS OF APPROVAL
FOR
“THE TERRACES AT QUEENSGATE SOUTH”
PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD)/PLAT
FILE No. PUD2022-101**

In accord with authority granted in the Richland Municipal Code, the hearing examiner recommends approval of the above-referenced preliminary PUD/plat application subject to conditions, modifications and restrictions set forth below, all found necessary to make the application compatible with the environment, and carry out applicable state laws and regulations, and the regulations, policies, objectives and goals of the city’s comprehensive plan, zoning code, subdivision code, the applicable Development Agreement for the project site, and other ordinances, policies and objectives of the city.

General Conditions:

- A. Development of the PUD/plat shall be substantially consistent with drawings provided in the Preliminary PUD/Plat maps included as part of the application materials (*Ex. 1*), and *Ex. 13* (Sheet PP01), subject to modifications necessary to comply with these conditions of approval.
- B. No construction or site development activities related to the PUD/plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- C. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary PUD/plat and engineering reviews, as approved and/or amended by the City.
- D. 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 PUD/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.
- E. The final engineering plans and submittals necessary to obtain final approval for the PUD/plat, shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. **Approval of this PUD will not and does not constitute, nor does it imply any expectation of, approval of any administrative, quasi-judicial, or other permit or subsequent reviews that may be required for construction or other activities on any portion of this PUD – or for any future development proposals on adjacent properties owned by the same applicant.**
- H. The PUD/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 PUD/plat plans, in the staff report or in this Recommendation. The burden is on the applicant to show compliance with applicable provisions of the RMC at every stage of development.
- I. Preliminary PUD/Plat approval shall be null and void if any condition enumerated herein is not satisfied.

Pre-Plat Specific Conditions

1. ~~The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.~~ Accurate boundaries for this PUD/Preliminary Plat must be depicted on final plat maps, subject to review and approval by the Planning Manager.
2. ~~The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.~~ The project will not be developed in phases.
3. If the existing city-owned storm pond at the Southwest corner of this project phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the ~~phase 1~~ improvements required for this PUD/plat.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. 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 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 final plat.
5. 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. 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.
6. 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. 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.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. 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.

8. 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.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
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. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. 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.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. 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.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. 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 comprehensive 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 (SEVA), it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
 - C. 2% cross-slope, maximum.
 - D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.

- E. Be 20-feet in width.
- F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. **SURVEY MONUMENT DESTRUCTION:**

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and 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 then 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. A. The "Terraces at Queensgate South" preliminary PUD/plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). Payment of traffic impact fees assures that transportation concurrency requirements found in the Growth Management Act are satisfied. (See RMC 12.03.180).
- B. Consistent with RMC 12.03.060, captioned "Credits", "*A credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan.*"
- C. The developer is entitled to receive impact fee "credits" for the value of land, improvements, or construction provided by the developer for projects listed in RMC 12.03.190, not to exceed the impact fee otherwise payable. RMC 12.03.190 specifically lists "*1. Queensgate Drive (Phase 1) – Keene Road to Shockley; and 2. Queensgate Drive/Keene Road intersection improvements*" on the "Project List" used to assess and spend traffic impact fees in Traffic Impact Zone 1, where this project is located. ~~the developer of this proposed project shall receive "credits" for construction of~~

~~Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.~~

16. Queensgate Drive adjacent to this ~~phase 1~~ PUD/plat boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with “Lambert Drive”. As a minimum requirement Queensgate Drive shall be constructed to the City’s rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at “Lambert Drive”, and also for the street width required for the future Queensgate build-out between “Lambert Drive” and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
19. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
20. ~~Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director. To achieve proper lane alignment through the Queensgate Drive and Shockley Road intersection, additional widening south of Shockley Road shall be completed. Design lane alignment and taper lengths for the northbound and southbound vehicle and bicycle lanes shall be as required by the Public Works Director. Such improvements shall not exceed a distance of 500-feet south of the Shockley Road centerline.~~
21. “Lambert Drive” (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
22. The “Lambert Drive” right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.

24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a “Major Collector” street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of “Lambert” Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard “Local Street Right Angle Intersection” at this curve.
27. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to “Lambert” Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet 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 construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of “Chelan Drive” implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.
30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. 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.
33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed

to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.

34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
37. Show vision-clearance triangles 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.
38. 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:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.
41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations or oversizing of the main where needed.
43. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
44. The fire hydrant layout shall be approved by the City Fire Marshal.
45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall

submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. 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.
- ~~50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right of Way, without first obtaining written permission. [Deleted, because this project does not include Commercial development].~~
- ~~51. For commercially zoned properties; the on-site storm drainage systems shall be designed 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". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners. [Deleted, because this project does not include Commercial development].~~

52. All public storm drainage collection 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.
53. 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.
54. 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").
55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
56. 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.
57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will

tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. 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 Requirements:

62. 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.
63. 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 rights-of-way 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.
64. 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.
65. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. They will also be required where the plat is adjacent to an existing right-of-way.
66. 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.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads*".

68. 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.*”
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot “No access / screening easement” will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

73. Future development phases 2 and 3 shall be removed from the phasing plan and shall be considered stand-alone projects requiring additional review and permitting from the City.

Additional Conditions added based on post-hearing submittals from the applicant and Staff (Exhibits 15 and 16):

74. Homes built within the Planned Unit Development shall meet the following minimum standards, modifying otherwise applicable development standards found in RMC 23.18.040. Except as modified in this Condition, all other development standards found in City codes for the R-1-12 (Low Density Residential) Zone shall apply to portions of the project with single-family lots, and those for the R-2 (Medium Density Residential) Zone shall apply to portions of the project with townhomes.

A. Detached single family lots:

- i) Front yard setbacks shall be 15 feet for living areas and 20 feet for the garage;
- ii) Side yard setbacks shall be 10 feet;
- iii) Rear yard setbacks shall be 15 feet;
- iv) Building setbacks from private access easements shall be 6 feet;
- v) Maximum lot coverage shall be 40%;
- vii) Maximum building height shall be 30 feet;
- viii) Maximum accessory building height shall be 16 feet;
- ix) Residences along the western boundary of the site, adjoining the Country Ridge subdivision shall be limited to one-story ramblers. (Story is defined in RMC 23.06.875. No basements, lofts or second floors of any kind including bonus rooms over the garage shall be permitted.)

B. Townhomes:

- i) Front yard setbacks shall be 20 feet at garage level and 12 feet for upper stories;
- ii) Side yard setbacks shall be 0 feet for interior units and 5 feet for end units;
- iii) Rear yard setbacks shall be 15 feet;
- iv) Maximum lot coverage shall be 65%;
- v) Maximum building height shall be 40 feet.

75. Columbia Valley Property Holdings, LLC, (hereinafter “The Developer,”) shall construct a six-foot masonry wall consistent with the Development Agreement (as Amended, see Exhibits 3 and 4 of the Staff Report), one foot east of the staked boundary line. The staked boundary line refers to the stakes placed by The Developer’s surveyor along the western boundary of the project site on September 6, 2022. Installation of said six-foot masonry wall shall be completed prior to building the residential structures along the western boundary of the PUD.

76. The Developer agrees that the single-family residences along the western boundary of the project site will be one-story ramblers. As used herein, ‘story’ is defined in RMC 23.06.875, and there shall be no basements, lofts, or second floors of any kind including over the garage bonus rooms.

77. The Developer shall stub a sewer line in the general area of the planned Lambert Dr./Lariat Ln. connection. If natural gas will be included as a part of the Project, then the Developer shall stub a natural gas line in the general area of the planned Lambert Dr./Lariat Ln. connection.

78. The Developer shall maintain the required landscaping and fencing in good condition within the PUD while the Developer owns any lots within the project site, and the stormwater pond Tract E shall be maintained in accordance with approval conditions 60 and 61 above.

Irrigation system conditions, based on those requested by the Kennewick Irrigation District.

79. A. Nothing in these Conditions grants the irrigation district any authority it does not hold in relevant statutes, including without limitation RCW 58.17.310(2) (includes language that excludes smaller irrigation districts, like KID, from those with authority to formally approve subdivisions).

B. The following irrigation system conditions shall apply to the Plat, as requested by KID (*See KID letter, included as part of Ex. 11, .pdf pages 285-291, for copy of items referenced below*):

- 1) The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."
- 2) The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
 - i. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to the attached **Exhibit 'A'**.
 - b. **As an alternative** to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.
 - ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
- 3) Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. In addition to compliance with condition 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities. Please contact Daniel Tissell at 586-6012 for more information regarding this irrigation plan.

- 4) Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of City review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Applicant shall contact KID to schedule an inspection at least two business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with KID. The Applicant must still provide KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is \$350.00. The Applicant must establish an approved bonding mechanism with KID in an amount approved by KID.
- 5) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
- 6) Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/acre. The total construction loan payoff amount for this project is **\$477.18**.
- 7) The review and inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
 - a. A Preliminary Plat review fee of **\$825.00** which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
 - b. For each phase an inspection fee of **\$350** for the first 20 lots/tracts plus \$25 per lot/tract after 20 lots/tracts.
 - c. Final plat review fee for each phase of **\$225.00**.

- 8) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.
- 9) In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required.
- 10) Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
- 11) Please include the following irrigation title block on future final plats related to the proposed preliminary plat:
 - a. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

Inadvertent Discovery Plan, condition requested by DAHP.

80. To ensure compliance with state laws protecting archaeological resources that might be discovered during ground disturbance work, the Developer shall comply with provisions of the Inadvertent Discovery Plan (IDP) included as Appendix B to the Cultural Resources Report prepared for this property, and adjacent property owned by the applicant, a copy of which is republished below on the following pages:

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Queensgate Mixed-Use Development Inadvertent Discovery Plan

October 22, 2021

Project Location

USGS Quadrangle: Richland, Washington 7.5'
Township: 9 N, Range: 28 E
Section: 22

Project Description

The project includes the construction of a mixed-use commercial facility on approximately 19.59 hectares (48.42 acres) of land located at the intersection of Keene Road and Queensgate Drive in Richland, Washington. Project activities including excavation and grading, as well as other general construction activities, will take place throughout the project area. The anticipated maximum depth of excavation for this project is approximately 3 meters (10 feet).

The project area is located in Benton County, Section 12 of Township 9N, Range 28E and is uniquely identified as Benton County tax lots #122983000001009, #122983000002001, #122983000002002, #122983000003002, and #122983000004000 (Figures 1 and 2).

Project Area

The Project area contains approximately 19.4 hectares (48 acres) located in Benton County, in Township 9 North, Range 28 East in Section 22 of the Richland, WA 7.5' USGS Quadrangle.

Inadvertent Discovery Plan

This inadvertent discovery plan (IDP) was prepared to support project activities described above. This plan was prepared to provide field personnel a process for the Inadvertent discovery of cultural resources and/or human remains identified during fieldwork for the project.

Recognizing Cultural Resources

A cultural resource discovery could be prehistoric or historic. Examples include the following:

- An accumulation of shell, burned rocks, or other food-related materials
- Bones or small pieces of bone
- An area of charcoal or very dark-stained soil with artifacts
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips)
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, decking, or other industrial materials

When in doubt, assume the material is a cultural resource.

Onsite Responsibilities

STEP 1: Stop Work

If any employee, contractor, or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately in the vicinity of the find. Notify the appropriate party(ies) as outlined in steps 2 through 4. The area surrounding the find must be secured using pin flags, stanchions and rope, or other appropriate delineation to provide for the security and protection of the discovery.

STEP 2: Notify the Archaeological Monitor

If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the procedure as described.

STEP 3: Notify the Project Manager

Notify the identified project manager of this project or other applicable contacts:

Project Manager

Caleb Stromstad, PE
Aqtera Engineering
Phone: (509) 845-0208
Email: caleb@aqtera.com

Alternate Project Contact

TBD

Project manager responsibilities include the following:

- **Protect the Find:** The project manager is responsible for ensuring that the project takes appropriate steps to protect the discovery site while all necessary assessments and notifications are completed. As stated in steps 1 and 2, all work will stop immediately in the surrounding area, and the area will be secured to protect the integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to enter the area of the discovery. See the section of this plan titled "Resuming Work" for further instruction on how and when work may resume.
- **Direct Project Activities Elsewhere Onsite:** The project manager may direct project activities to continue in areas away from cultural resources for working in other areas prior to contacting the concerned parties.
- **Contact the Project Archaeologist:** If the assigned project archaeologist has not yet been contacted, the project manager must do so.

STEP 5: Notify the Professional Archaeologist

Notify the identified professional archaeologist serving as the archaeologist for this project (if a monitor is not present)

Professional Archaeologist(s)

Molly Swords, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (703) 283-5175
Email: molly.swords@gramnorthwest.com

Stacie Sexton, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (509) 713-6806
Email: stacie.sexton@gramnorthwest.com

The professional archaeologist's responsibilities include the following:

- **Identify Find:** The professional archaeologist will examine the area to determine if there is an archaeological find.
 - If it is determined not to be a cultural resource/archaeological find or human remains, work may proceed with no further delay.
 - If it is determined to be a cultural resource/archaeological find or human remains, the professional archaeologist will continue with all notifications.
- If the find may be human remains or funerary objects, the Project Archaeologist will ensure that a qualified physical anthropologist examines the find. **If the find is determined to be human remains, the procedure described in the section of this plan titled "DISCOVERY OF HUMAN REMAINS" will be followed.**
- **Notify Appropriate Parties:** If the find is determined to be a cultural resource, the professional archaeologist will notify the appropriate parties. Notifications may include the following:
 - **Agency Contact:** The professional archaeologist will contact the designated point of contact for the City of Richland.
 - **Washington Department of Archaeology (DAHP):** The professional archaeologist will contact DAHP.
 - **Tribes:** If the discovery may be of interest to Native American Tribes, the professional archaeologist, the Agency point of contact, and the DAHP will coordinate with the interested and/or affected Tribes.
- **Record the Find:** The project archaeologist will work with DAHP and the consulting parties as appropriate to determine how to record the find. Methods for recording will likely require completion of a Washington State Archaeological Site or Isolate Form.

Resuming Work

Work outside of the discovery location may continue while documentation and assessment of the cultural resources proceed. The professional archaeologist must determine the final boundaries of the discovery location.

Work may continue at the discovery location only after the process outlined in this plan is followed and the project manager, DAHP, and any affected Tribes (if applicable) determine that appropriate documentation has been completed.

Discovery of Human Remains

The inadvertent discovery of human skeletal remains on non-federal and non-Tribal land in the state of Washington is implemented under RCW 68.50.645, 27.44.055, and 68.60.055. The information below in

italics for the inadvertent discovery of human remains was obtained from the Washington State Department of Archaeology and Historic Preservation web page (<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>).

In the event that human remains are encountered during field-related project activities, the following steps will be implemented.

Step 1: Stop Work Immediately

If ground disturbing activities encounter human skeletal remains during the course of data collection or construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In order to secure the discovery, a temporary fencing system such as posts and rope or similar protection measures will be placed around the discovery. Work in the immediate area of the discovery will be discontinued, however; work outside the discovery area may continue.

When an inadvertent discovery is encountered, staff will take measures to avoid further disturbance of the area. Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Cultural materials shall not be moved from the location of the discovery. Photographs shall not be taken of bones unless photographs are needed to assist in the determination of the remains to be human or animal.

Step 2: Notification Process

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or nonforensic.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In the event of the discovery of human remains, the following individuals will be contacted:

Benton County Coroner
William Leach, Coroner
7110 West Okanogan Pl. Building A, Kennewick WA 99336
Phone: (509) 736-2720
Email: william.leach@co.benton.wa.us

Benton County Sheriff
Address: 7122 West Okanogan Pl. Building B, Kennewick, WA 99336
Phone: (509) 735-6555

City of Richland Point of Contact
TBD

Step 3: Jurisdictional Authority

If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take

jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

(<http://www.dahp.wa.gov/programs/human-remains-program/ldplanguage>)

DAHP Contact

Guy Tasa, State Physical Anthropologist

Phone: (360) 586-3534

Email: Guy.Tasa@dahp.wa.gov

Exhibit B to Ordinance No. 2023-07

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the CITY OF RICHLAND, a Washington municipal corporation, and Columbia Valley Property Holdings, LLC, a Washington limited liability company ("Developer").

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

WHEREAS, the City of Richland is currently entertaining an application by Petitioner for a change of zone covering approximately 20.67 acres of Benton County Tax Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) located between Shockley Road (South) and Keene Road (North) and sitting immediately east of the Country Ridge residential neighborhood (West) (hereinafter the "Property") and more particularly described in Ordinance No. 2023-07.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Planned Unit Development (PUD), allowing a 108-unit single-family residential and townhome development, Developer for itself, and for and on behalf of Developer's heirs, successors and assigns, covenants and agrees to build the 108-unit single-family residential and townhome development in substantial conformity with the Preliminary PUD/plat maps described below, as required by RMC 23.50.040(D), subject to the following conditions:

A. Overall Conditions:

1. Development of the PUD/plat shall be substantially consistent with drawings provided in the Preliminary PUD/Plat maps included as part of the application materials (*Ex. 1*), and Sheet PP01 (*Ex. 13*), subject to modifications necessary to comply with these conditions of approval.
2. No construction or site development activities related to the PUD/plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
3. The Developer shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary PUD/plat and engineering reviews, as approved and/or amended by the City.
4. The Developer 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 PUD/preliminary plat does not limit the Developer'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.

5. The final engineering plans and submittals necessary to obtain final approval for the PUD/plat, shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
6. Approval of this PUD will not and does not constitute, nor does it imply any expectation of, approval of any administrative, quasi-judicial, or other permit or subsequent reviews that may be required for construction or other activities on any portion of this PUD – or for any future development proposals on adjacent properties owned by the same Developer.
7. The PUD/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 PUD/plat plans, in the staff report, or in this Agreement. The burden is on the Developer to show compliance with applicable provisions of the RMC at every stage of development.
8. Preliminary PUD/Plat approval shall be null and void if any condition enumerated in this Agreement, the 2010 Property Development Agreement (as amended; attached hereto as **Exhibit A**), or Ordinance No. 2023-07 is not satisfied.

B. Pre-Plat Specific Conditions:

1. Accurate boundaries for this PUD/Preliminary Plat must be depicted on final plat maps, subject to review and approval by the Planning Manager.
2. The project will not be developed in phases.
3. If the existing city-owned storm pond at the southwest corner of this project is relocated and the intent is to purchase and develop that parcel, utilities and access must be extended to its border as part of the improvements required for this PUD/plat.

C. General Conditions:

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. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. When construction of the public infrastructure has been substantially completed, the Developer 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 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 final plat approval.

2. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the Developer and the Developer's 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 (1) comprehensive set of drawings and resubmitted, if necessary, for final permit review and issuance. 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. Any work within the public right-of-way or easements or involving public infrastructure, will require the Developer to obtain a right-of-way construction permit prior to beginning work, per Chapter 12.08 RMC. The Developer shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans as provided in the City's Fee Schedule. This public infrastructure plan review fee shall apply each time a project is submitted for review. 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.
4. Public utility infrastructure located on private property will require recordation of a city standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the legal description for the easement by the Developer at least two (2) weeks prior to the scheduled date of final occupancy. Once received, the City will prepare the easement document and provide it to the Developer for recordation. The Developer shall record the easement with the Benton County Auditor and return a recorded original document to the City.
5. 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.
6. All plan sheets involving construction of public infrastructure shall be stamped by a current Washington State licensed professional engineer.
7. A copy of the preliminary plat shall be supplied to the U.S. Post Office and all locations of future mailbox clusters approved prior to final plat approval.

D. Design Standards:

1. Public improvement design shall follow the following general format:
 - a. All materials and workmanship shall be in conformance with the current version 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. Visit the City's website to confirm the latest set of standard specifications.
 - b. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - c. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - d. 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.

- e. The minimum centerline radius for local streets shall be 100 feet.
 - f. 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.
 - g. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - h. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one (1) year from the date of the letter of acceptance by the City of Richland.
2. If the project will be built in phases . . . INTENTIONALLY OMITTED. See Section 2. under Pre-Plat Conditions.
3. If the City Fire Marshal requires a secondary emergency vehicle access (SEVA), it shall be included in the construction plan set and be designed to the following standards:
- a. 2-inches compacted gravel, minimum (temporary SEVAs only).
 - b. Permanent SEVAs shall be paved with a minimum of 2-inches of asphalt.
 - c. 2% cross-slope, maximum.
 - d. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - e. SEVAs must be 20-feet in width.
 - f. Have radii that accommodate City fire apparatus.
- Secondary emergency vehicles accesses 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; provided, however, that turn-outs are required at a spacing acceptable to the Richland Fire Department.
4. Survey Monument Destruction: All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the Developer 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). See WAC 332-120-030(2) and 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. See WAC 332-120-030(2).
 - c. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. See 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 then file a permit with the Department of Natural Resources. The designing engineer is responsible for identifying the

affected monuments on the project plans and including a construction note directing them to the DNR permit.

E. Traffic & Streets:

1. The Terraces at Queensgate South preliminary PUD/plat is subject to the City's traffic impact fee program (Ch. 12.03 RMC). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, the project is exempt from the SEPA-related traffic study requirement (TIA). Payment of traffic impact fees assures that transportation concurrency requirements found in the Growth Management Act are satisfied. (See RMC 12.03.180).
2. Consistent with RMC 12.03.060 Credits, "[a] credit, not to exceed the impact fee otherwise payable, shall be provided for the fair market value of any dedication of land for, improvement to, or new construction of any system improvements provided by the developer, to facilities that are identified in the financing plan." The Developer is entitled to receive impact fee "credits" for the value of land, improvements, or construction provided by the Developer for projects listed in RMC 12.03.190, not to exceed the impact fee otherwise payable. RMC 12.03.190 specifically lists "1. *Queensgate Drive (Phase 1) – Keene Road to Shockley*; and 2. *Queensgate Drive/Keene Road intersection improvements*" on the "Project List" used to assess and spend traffic impact fees in Traffic Impact Zone 1, where this project is located.
3. Queensgate Drive adjacent to this PUD/plat boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built from Shockley Road to the southern limits of the future roundabout at the intersection with "Lambert Drive." As a minimum requirement, Queensgate Drive shall be constructed to the City's rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to three (3) lanes at the intersection with Keene Road. Alternatively, the Developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road/Queensgate Drive intersection to include some or all of its final design features.
4. The Developer and Developer's engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at "Lambert Drive," and also for the street width required for the future Queensgate build-out between "Lambert Drive" and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
5. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
6. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate

curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.

7. To achieve proper lane alignment through the Queensgate Drive and Shockley Road intersection, additional widening south of Shockley Road shall be completed. Design lane alignment and taper lengths for the northbound and southbound vehicle and bicycle lanes shall be as required by the Public Works Director. Such improvements shall not exceed a distance of 500-feet south of the Shockley Road centerline.
8. "Lambert Drive" (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
9. The "Lambert Drive" right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
10. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
11. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Major Collector" street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
12. The intersections with Queensgate Drive are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
13. The centerline radius of "Lambert Drive" is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the Developer can construct a city standard "Local Street Right Angle Intersection" at this curve.
14. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to "Lambert Drive." If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way, it shall be paved as it is a permanent feature.
15. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final plat approval at the Developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.
16. The 40-foot road corridor width shown on the preliminary plat at both ends of "Chelan Drive" implies a single-frontage street standard. If this is to be the case, then parking shall only be allowed on the side of the street opposite from the home frontage.

17. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on city streets. Because of the density of the housing units and the number of proposed driveways, there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one (1) on-street vehicle parking space per every two (2) dwelling units.
18. The Developer and Developer's engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
19. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. 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.
20. All roads shall be constructed to provide for adequate fire truck and solid waste collection truck access/turnaround movements. The "hammerheads" at either end of "Chelan Drive" shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
21. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
22. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the preliminary plat may not be approved or available during the construction plan review process.
23. Sidewalks and pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
24. Show vision-clearance triangles on all corner lots on both the construction plans and the final plat document in accordance with Chapter 12.11 RMC. If the intersection is in a curve, it must be evaluated per AASHTO guidelines.
25. If the project is to be constructed in phases . . . INTENTIONALLY OMITTED. See Section 2. under Pre-Plat Conditions.

F. Domestic Water:

1. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the north, and the closest Tapteal 2 main lies in Shockley Road to the south and Lariat Lane to the west. The Developer is responsible for extending both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
2. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow, and helps to eliminate stagnant water.
3. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
4. The Developer is required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the water main from off-site locations or oversizing of the main where needed.
5. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public right-of-way.
6. The fire hydrant layout shall be approved by the City Fire Marshal.
7. In accordance with RMC 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the Developer. The designing Engineer shall submit plans for the proposed irrigation system to the irrigation district with jurisdiction over the property at the same time said plans are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a right-of-way permit by the City. Easements shall be provided on the final plat for this system where needed.

G. Sanitary Sewer:

1. The closest sanitary sewer available for this development is located in Keene Road to the north. The Developer is responsible for extending a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
2. 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 ten (10) feet. If any manholes are located outside of the public right-of-way, maintenance truck access to said structure may be required.

3. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

H. Storm Water:

1. All construction projects not meeting the exemption requirements of Ch. 16.06 RMC shall comply with the requirements of the Washington State Department of Ecology-issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer is responsible for compliance with the permit conditions. All construction activities subject to Title 16 RMC 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 shall comply with the requirements of the City's stormwater program in place at the time the project is engineered. The project will require detailed erosion control plans.
2. All public storm drainage collection 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 Developer's design shall provide runoff protection to downstream property owners.
3. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and the Developer shall be responsible for designing a system to contain or treat and release the off-site storm drainage.
4. If there are any natural drainage ways across the proposed preliminary plat, the engineered construction plans shall address it in accordance with RMC 24.16.170 ("Easements-watercourses").
5. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
6. Prior to or concurrent with the submittal of the project for review, 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.

7. The amount of post-development storm runoff from the proposed site shall be in compliance with Chapter 16.06 RMC.
8. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
9. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the City's needs for maintenance.
10. The Developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location, the Developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the Developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the Developer intends to maintain an irrigated pond site. At a minimum, the landscaping plan should be consistent with the City's intended maintenance standard as described above.
11. 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 eleven (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.

I. Final Platting Requirements:

1. When the construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor which shall 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 recordation of the final plat.
2. Public utility infrastructure located on private property will require recordation 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 legal description for the easement by the Developer at least two (2) weeks prior to the scheduled date of final acceptance. Once received, the City will prepare the easement document and provide it to the Developer for recordation. The Developer shall record the easement with the Benton County Auditor and return the recorded original document to the City prior to application for final occupancy. Off-site ("third party") easements or rights-of-way for city infrastructure are the responsibility of the Developer to obtain.

3. Any off-site easements or permits necessary for this project shall be obtained and secured by the Developer and supplied to the City at the time of plat construction and prior to final plat acceptance.
4. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. Ten-foot-wide public utility easements will also be required where the plat is adjacent to an existing right-of-way.
5. The vision-clearance triangle needs to be shown on all corner lots on the final plat document in accordance with RMC 12.11.020. If the intersection is in a curve, it must 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.
6. The final plat shall include notes identifying all common areas, including any private streets and tracts, and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads.*"
7. 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.*"
8. All landscaped areas within the plat that are in the public right-of-way shall be the responsibility of the homeowners to maintain.
9. A one-foot "No access/screening easement" will be required along the Queensgate Drive right-of-way.
10. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
11. Property encumbered by an unpaid L.I.D. assessment must be paid in full or segregated per RMC 3.12.095.

J. Planning requirements:

1. Future development phases 2 and 3 shall be removed from the phasing plan and shall be

considered stand-alone projects requiring additional review and permitting from the City.

K. Additional Conditions:

1. Homes built within the Planned Unit Development shall meet the following minimum standards, modifying otherwise applicable development standards found in RMC 23.18.040. Except as modified in this Condition, all other development standards found in City codes for the R-1-12 (Low Density Residential) Zone shall apply to portions of the project with single-family lots, and those for the R-2 (Medium Density Residential) Zone shall apply to portions of the project with townhomes.
 - a. Detached single-family lots:
 - i) Front yard setbacks shall be 15 feet for living areas and 20 feet for the garage;
 - ii) Side yard setbacks shall be 10 feet;
 - iii) Rear yard setbacks shall be 15 feet;
 - iv) Building setbacks from private access easements shall be 6 feet;
 - v) Maximum lot coverage shall be 40%;
 - vii) Maximum building height shall be 30 feet;
 - viii) Maximum accessory building height shall be 16 feet;
 - ix) Residences along the western boundary of the site, adjoining the Country Ridge subdivision shall be limited to one-story ramblers. See No. 3 below.
 - b. Townhomes:
 - i) Front yard setbacks shall be 20 feet at garage level and 12 feet for upper stories;
 - ii) Side yard setbacks shall be 0 feet for interior units and 5 feet for end units;
 - iii) Rear yard setbacks shall be 15 feet;
 - iv) Maximum lot coverage shall be 65%;
 - v) Maximum building height shall be 40 feet.
2. Consistent with the 2010 Development Agreement as amended, attached hereto as **Exhibit A**, Developer shall construct a six-foot masonry wall, one (1) foot east of the staked boundary line. The staked boundary line refers to the stakes placed by the Developer's surveyor along the western boundary of the project site on September 6, 2022. Installation of said six-foot masonry wall shall be completed prior to building the residential structures along the western boundary of the PUD.
3. The Developer agrees that the single-family residences along the western boundary of the project site will be one-story ramblers. As used herein, 'story' is defined in RMC 23.06.875, and there shall be no basements, lofts, or second floors of any kind including over the garage bonus rooms.
4. The Developer shall stub a sewer line in the general area of the planned "Lambert Drive/Lariat Lane" connection. If natural gas will be included as part of the project, the Developer shall stub a natural gas line in the general area of the planned "Lambert Drive/Lariat Lane" connection.

5. The Developer shall maintain the required landscaping and fencing in good condition within the PUD while the Developer owns any lots within the project site, and the stormwater pond Tract E shall be maintained in accordance with approval conditions found in Section H.10 and H.11 above.

L. Irrigation system conditions:

Nothing in these conditions grants the irrigation district any authority it does not hold in relevant statutes, including without limitation RCW 58.17.310(2) (includes language that excludes smaller irrigation districts, like KID, from those with authority to formally approve subdivisions).

The following irrigation system conditions shall apply to the plat, as requested by KID (*Note: Where references are made to exhibits, see the KID letter included in Exhibit 11 of the January 9, 2023 staff report for a copy of items referenced*):

1. The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement ten (10) feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement ten (10) feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the "Sidewalk and Utility" easement if one is proposed, denoting the easement as a "Sidewalk, Utility & Irrigation Easement."
2. The Developer is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to KID Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to Exhibit A (*Note: This map can be found in City's staff report in Exhibit 11*).
 - b. As an alternative to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Developer and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.

- ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
3. Design of the required irrigation system must be approved by KID prior to installation. The Developer is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. In addition to compliance with condition No. 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities.
 4. Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of the City's review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Developer shall contact KID to schedule an inspection at least two (2) business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Developer may choose to delay installation of the irrigation system by entering into a Facilities Installation Agreement with KID. The Developer must still provide KID with an irrigation system design that conforms to the most recent edition of the KID Standard Specifications. This irrigation system may be bonded and delayed up to five (5) years. The fee for a Facility Installation Agreement is \$350.00. The Developer must establish an approved bonding mechanism with KID in an amount approved by KID.
 5. The current year's assessment must be paid prior to approval. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
 6. Prior to approval, the USBR construction loan for all parcels owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/ acre. The total construction loan payoff amount for this project is \$477.18.

7. The review and inspection fees in place at the time of each review request must be paid. At the time of application, the review fees are as follows:
 - a. A Preliminary Plat review fee of \$825.00 which must be paid prior to scheduling for final plat approval at a KID Board meeting.
 - b. An inspection fee of \$350 for the first 20 lots/tracts plus \$25 per lot/tract after the first 20 lots/tracts (per phase).
 - c. Final plat review fee of \$225.00 (per phase).
8. As land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats per KID Policy 4.17 *Irrigable Land Recalibration Principles*.
9. In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the homeowners association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required (*Note: This document can be found in City's staff report in Exhibit 11*).
10. Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
11. Please include the following irrigation title block on future final plats related to the proposed preliminary plat:

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

12. All subdivisions of land are required to be approved by the KID Board of Directors during a KID board meeting. KID board meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two (2) weeks prior to a regularly scheduled board meeting to be considered at that meeting.

13. KID reserves the following rights regarding future review of the plat:

- a. KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Developer prior to final plat approval. The scope of these reviews will be limited to phases that are adjacent to the District's ROW. KID review of construction plans will be consistent with the City's plan review timelines.
- b. KID reserves the right to review and comment on the Developer's plat line revisions for potential additional revisions to protect KID system components for phases that are adjacent to KID's easements or ROW.
- c. KID reserves the right to review and comment on the Developer's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.
- d. KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

M. Inadvertent Discovery Plan:

To ensure compliance with state laws protecting archaeological resources that might be discovered during ground disturbance work, the Developer shall comply with provisions of the Inadvertent Discovery Plan (IDP) included as Appendix B to the Cultural Resources Report prepared for this property, and adjacent property owned by the applicant, a copy of which is attached hereto as **Exhibit B**.

This Agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Developer with respect to the subject Property or any part thereof, until such time as the terms of the Agreement are fulfilled.

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

[Signature pages to follow]

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC

Mallikarjuna R. Vallem
Developer/Owner

ACKNOWLEDGEMENT

On this _____ day of _____ 2023, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mallikarjuna R. Vallem**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, my hand and official seal hereon affixed the day and year above written.

Signature
Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of ~~June~~ ^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

Section 2. *The Site.* The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Site.
- b) Exhibit B – Design standards

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The “Developer.” From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City’s adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City’s adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

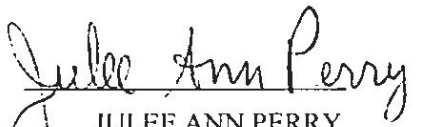
Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

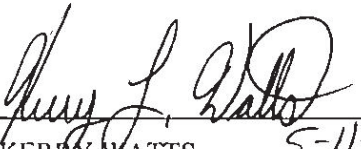
OWNERS

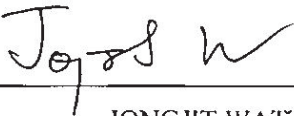

JOHN C. PERRY

LINDA NORWOOD

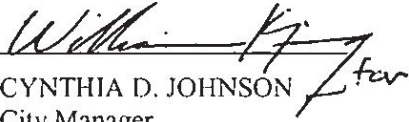

JULEE ANN PERRY

BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:


THOMAS L. O. LAMPSON
City Attorney 8/20/10

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this 9th day of March, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

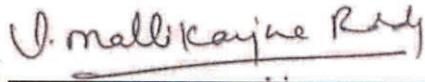
as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. **Effect of Amendment.** This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. **Governing Law.** This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. **Effective Date.** This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

By: 
Jon Amundson, ICMA-CM
City Manager

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: 
Mallikarjuna Vallem
Managing Member

Approved as to Form:

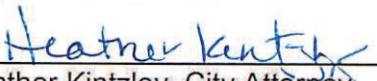

Heather Kintzley, City Attorney

Exhibit B to PUDA for The Terraces at Queensgate South

Queensgate Mixed-Use Development Inadvertent Discovery Plan

October 22, 2021

Project Location

USGS Quadrangle: Richland, Washington 7.5'
Township: 9 N, Range: 28 E
Section: 22

Project Description

The project includes the construction of a mixed-use commercial facility on approximately 19.59 hectares (48.42 acres) of land located at the intersection of Keene Road and Queensgate Drive in Richland, Washington. Project activities including excavation and grading, as well as other general construction activities, will take place throughout the project area. The anticipated maximum depth of excavation for this project is approximately 3 meters (10 feet).

The project area is located in Benton County, Section 12 of Township 9N, Range 28E and is uniquely identified as Benton County tax lots #122983000001009, #122983000002001, #122983000002002, #122983000003002, and #122983000004000 (Figures 1 and 2).

Project Area

The Project area contains approximately 19.4 hectares (48 acres) located in Benton County, in Township 9 North, Range 28 East in Section 22 of the Richland, WA 7.5' USGS Quadrangle.

Inadvertent Discovery Plan

This inadvertent discovery plan (IDP) was prepared to support project activities described above. This plan was prepared to provide field personnel a process for the inadvertent discovery of cultural resources and/or human remains identified during fieldwork for the project.

Recognizing Cultural Resources

A cultural resource discovery could be prehistoric or historic. Examples include the following:

- An accumulation of shell, burned rocks, or other food-related materials
- Bones or small pieces of bone
- An area of charcoal or very dark-stained soil with artifacts
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips)
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, decking, or other industrial materials

When in doubt, assume the material is a cultural resource.

Onsite Responsibilities

STEP 1: Stop Work

If any employee, contractor, or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately in the vicinity of the find. Notify the appropriate party(ies) as outlined in steps 2 through 4. The area surrounding the find must be secured using pin flags, stanchions and rope, or other appropriate delineation to provide for the security and protection of the discovery.

STEP 2: Notify the Archaeological Monitor

If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the procedure as described.

STEP 3: Notify the Project Manager

Notify the identified project manager of this project or other applicable contacts:

Project Manager

Caleb Stromstad, PE
Aqtera Engineering
Phone: (509) 845-0208
Email: caleb@aqtera.com

Alternate Project Contact

TBD

Project manager responsibilities include the following:

- **Protect the Find:** The project manager is responsible for ensuring that the project takes appropriate steps to protect the discovery site while all necessary assessments and notifications are completed. As stated in steps 1 and 2, all work will stop immediately in the surrounding area, and the area will be secured to protect the integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to enter the area of the discovery. See the section of this plan titled "Resuming Work" for further instruction on how and when work may resume.
- **Direct Project Activities Elsewhere Onsite:** The project manager may direct project activities to continue in areas away from cultural resources for working in other areas prior to contacting the concerned parties.
- **Contact the Project Archaeologist:** If the assigned project archaeologist has not yet been contacted, the project manager must do so.

STEP 5: Notify the Professional Archaeologist

Notify the identified professional archaeologist serving as the archaeologist for this project (if a monitor is not present)

Professional Archaeologist(s)

Molly Swords, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (703) 283-5175
Email: molly.swords@gramnorthwest.com

Stacie Sexton, Professional Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (509) 713-6806
Email: stacie.sexton@gramnorthwest.com

The professional archaeologist's responsibilities include the following:

- **Identify Find:** The professional archaeologist will examine the area to determine if there is an archaeological find.
 - If it is determined not to be a cultural resource/archaeological find or human remains, work may proceed with no further delay.
 - If it is determined to be a cultural resource/archaeological find or human remains, the professional archaeologist will continue with all notifications.

If the find may be human remains or funerary objects, the Project Archaeologist will ensure that a qualified physical anthropologist examines the find. **If the find is determined to be human remains, the procedure described in the section of this plan titled "DISCOVERY OF HUMAN REMAINS" will be followed.**

- **Notify Appropriate Parties:** If the find is determined to be a cultural resource, the professional archaeologist will notify the appropriate parties. Notifications may include the following:
 - **Agency Contact:** The professional archaeologist will contact the designated point of contact for the City of Richland.
 - **Washington Department of Archaeology (DAHP):** The professional archaeologist will contact DAHP.
 - **Tribes:** If the discovery may be of interest to Native American Tribes, the professional archaeologist, the Agency point of contact, and the DAHP will coordinate with the interested and/or affected Tribes.
- **Record the Find:** The project archaeologist will work with DAHP and the consulting parties as appropriate to determine how to record the find. Methods for recording will likely require completion of a Washington State Archaeological Site or Isolate Form.

Resuming Work

Work outside of the discovery location may continue while documentation and assessment of the cultural resources proceed. The professional archaeologist must determine the final boundaries of the discovery location.

Work may continue at the discovery location only after the process outlined in this plan is followed and the project manager, DAHP, and any affected Tribes (if applicable) determine that appropriate documentation has been completed.

Discovery of Human Remains

The inadvertent discovery of human skeletal remains on non-federal and non-Tribal land in the state of Washington is implemented under RCW 68.50.645, 27.44.055, and 68.60.055. The information below in

italics for the inadvertent discovery of human remains was obtained from the Washington State Department of Archaeology and Historic Preservation web page (<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>).

In the event that human remains are encountered during field-related project activities, the following steps will be implemented.

Step 1: Stop Work Immediately

If ground disturbing activities encounter human skeletal remains during the course of data collection or construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In order to secure the discovery, a temporary fencing system such as posts and rope or similar protection measures will be placed around the discovery. Work in the immediate area of the discovery will be discontinued, however; work outside the discovery area may continue.

When an inadvertent discovery is encountered, staff will take measures to avoid further disturbance of the area. Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Cultural materials shall not be moved from the location of the discovery. Photographs shall not be taken of bones unless photographs are needed to assist in the determination of the remains to be human or animal.

Step 2: Notification Process

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or nonforensic.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In the event of the discovery of human remains, the following individuals will be contacted:

Benton County Coroner
William Leach, Coroner
7110 West Okanogan Pl. Building A, Kennewick WA 99336
Phone: (509) 736-2720
Email: william.leach@co.benton.wa.us

Benton County Sheriff
Address: 7122 West Okanogan Pl. Building B, Kennewick, WA 99336
Phone: (509) 735-6555

City of Richland Point of Contact
TBD

Step 3: Jurisdictional Authority

If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take

jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

(<http://www.dahp.wa.gov/programs/human-remains-program/idplanguage>)

DAHP Contact

Guy Tasa, State Physical Anthropologist

Phone: (360) 586-3534

Email: Guy.Tasa@dahp.wa.gov

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

GENERAL INFORMATION:

PROPOSAL NAME: The Terraces at Queensgate South – Planned Unit Development

LOCATION: The project site is located upon Assessor's Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge

APPLICANT: Aqtera Engineering on behalf of Columbia Valley Property Holdings, LLC

FILE NO.: PUD2022-101

DESCRIPTION: Development of an approximately 20.67-acre residential development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network

PROJECT TYPE: Type 3A Preliminary Planned Unit Development

HEARING DATE: January 9, 2023

REPORT BY: Mike Stevens, Planning Manager

RECOMMENDED ACTION: Approval

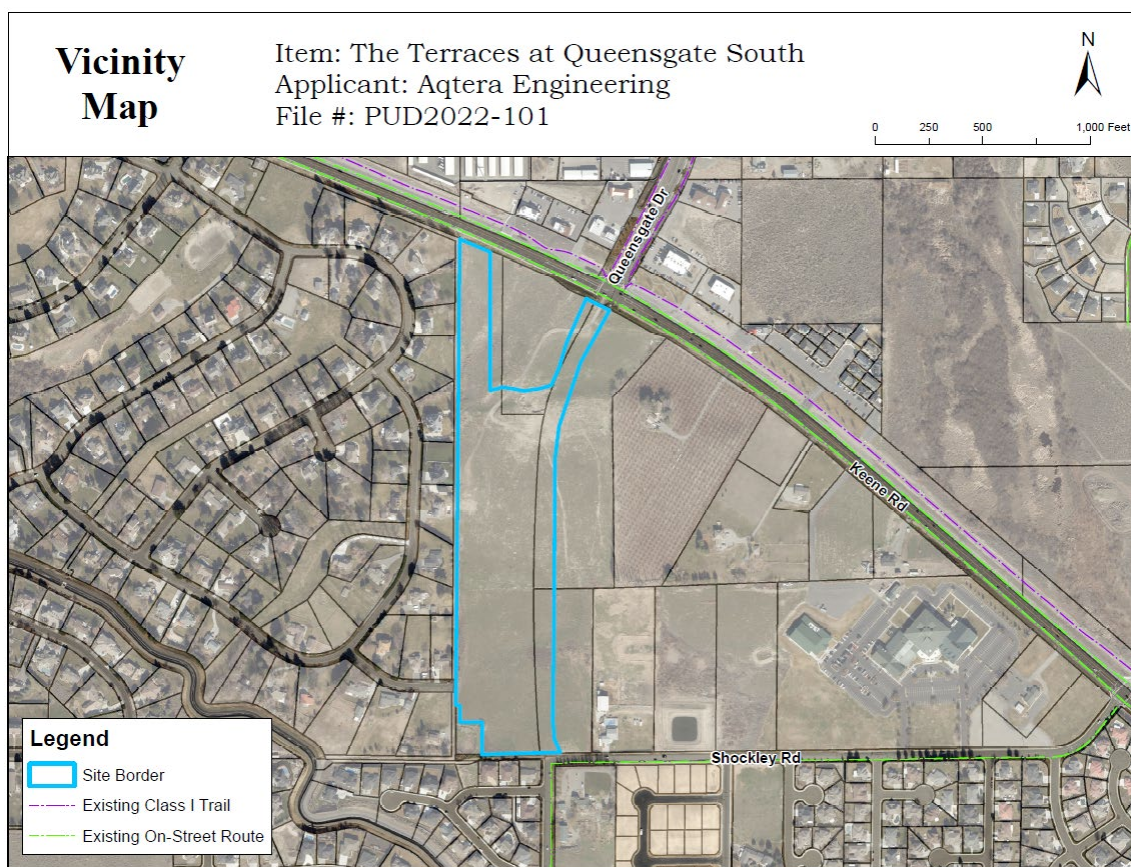


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

The purpose of this application request is to authorize a Planned Unit Development (PUD) to be known as The Terraces at Queensgate South. The proposed development consists of 19 single family lots, 89 townhome lots and 5 open space tracts. The proposed PUD has been identified as the first phase of a multi-phase plan to develop approximately 48 acres of contiguous land. The property outlined in blue (above) is referred to as Revised Lot 4 of Record Survey No. 5735 recorded on November 15, 2022, at the Benton County Auditor's Office and is the property subject to this proposed PUD application. The vicinity map above and following zoning and land use maps indicate property boundaries as they existed PRIOR to the recording of the boundary line adjustment on November 15, 2022. As you can see, the Revised Lot 4 now encompasses portions of previous Lots 1, 2 & 3 (original lot configuration).

SITE DESCRIPTION & ADJACENT LAND USES

The project site is located between Shockley Road (South) and Keene Road (North) and sits between the Country Ridge residential neighborhood (west) and larger lots which contain single-family residences (east). The site slopes from its high point in the south nearest Shockley Road to its low point in the northwest corner of the site

adjacent to Keene Road. In total, the proposed development site subject to this application is approximately 20.67 acres in size.

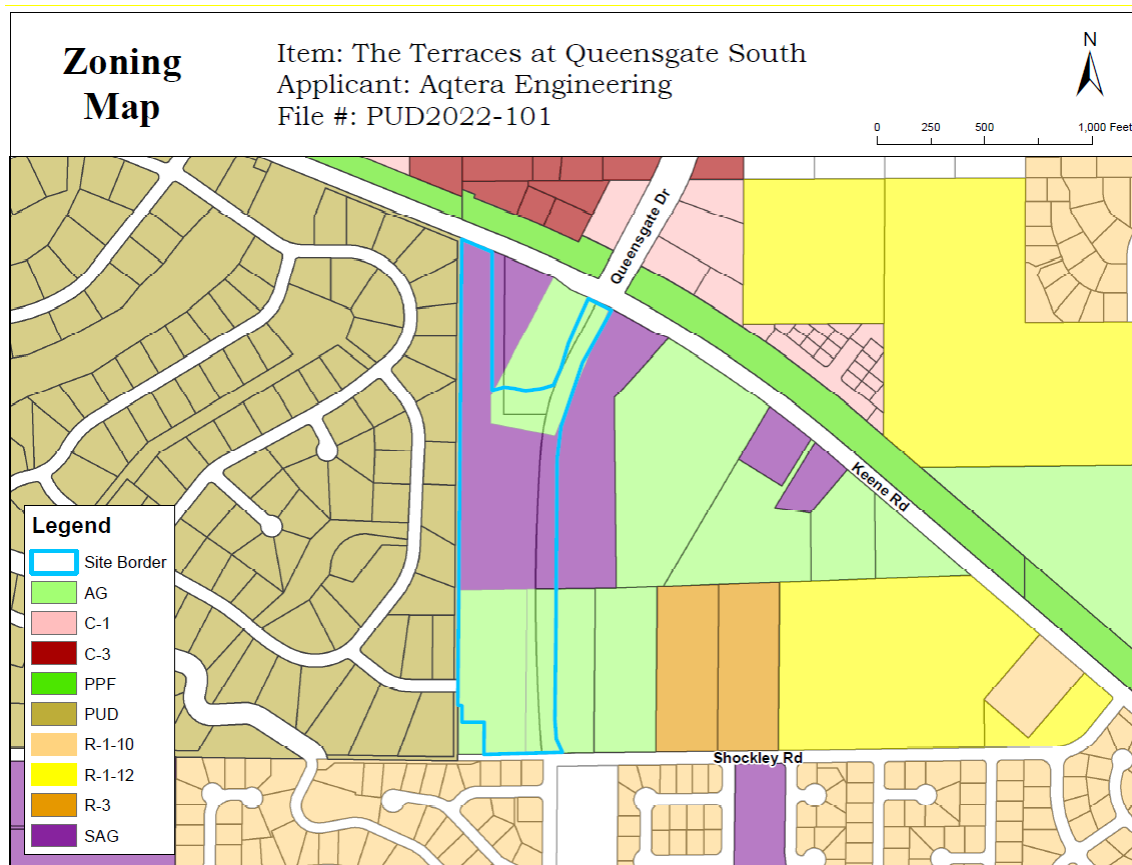


Figure 2 – Zoning Map

ZONING

The zoning map above illustrates the site's current Suburban Agricultural (SAG) and Agricultural (AG) zoning designations. Although the site received a change in Comprehensive Land Use designations as a result of Contract 92-10, the underlying zoning was not changed. The applicants are currently proposing to rezone the site (Lot 4) to Planned Unit Development (PUD) in order to develop the site with single-family residential homes in the manner of detached single-family residences and attached townhomes.

As stated in Richland Municipal Code Chapter 23.14.010 (A), the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.

As stated in Richland Municipal Code Chapter 23.14.010 (B), the suburban agricultural use district is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and

farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses.

Chapter 23.50 RMC, Planned Unit Development, states that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

REQUESTED PLANNED UNIT DEVELOPMENT

The proposed PUD consists of 108 residential lots split between detached single-family homes and attached townhomes, an internal road network, and landscaped open areas and/or stormwater retention areas to be maintained by a homeowner's association. The requested PUD does not contain the future phases of development proposed for the properties adjacent to Lot 4. Although the overall narrative and some of the plans show the future phases only the current proposal for 108 residential lots is subject to the requested PUD.

The proposed development is intended to follow the current R-1-12 zoning standards for minimum lot sizes for one-family detached dwellings having a minimum lot size of 10,000 s.f. and an overall lot size average of 12,000 s.f. However, the proposal requests the reduction of front yard setbacks from 20 feet to 15 feet* and the reduction of rear yard setbacks from 25 feet to 15 feet resulting in an overall setback reduction of 15 feet. All other R-1-12 zoning standards would be maintained. It should be noted that a 15-foot-wide pedestrian easement is proposed between the Country Ridge neighborhood and the lots abutting. In addition, as required by Contract 92-10 and as amended by Ordinance No. 2022-103, the applicants are proposing to construct a 6-foot-tall masonry wall between along the rear property lines separating the proposed development from the Country Ridge neighborhood.

**15-foot setback living areas; 20 foot setback garage*

The townhome portion of the proposed development is intended to follow the current R-2 zoning standards for one-family attached dwellings (townhomes) in regard to minimum lot sizes and minimum lot width. The current R-2 minimum lot size for townhomes is N/A or no minimum square feet. The minimum lot width is also N/A; however, the applicants are proposing a minimum lot width of 25 feet.

The applicants are requesting modifications from the following R-2 zoning standards:

Front yard setback:

The R-2 front yard setback for townhomes is 20 feet; however, the applicants are proposing a 12-foot setback for upper stories (while maintaining the required 20-foot setback for the garage level).

Side yard setback:

The R-2 side yard setback for townhome buildings is 6 feet; however, the applicants are proposing a 5-foot setback.

Rear yard setback:

The R-2 rear yard setback is 25 feet; however, the applicants are proposing a 15-foot rear yard setback.

Maximum lot coverage:

The R-2 maximum lot coverage standard is 50%. The applicants are requesting a 65% lot coverage allowance.

Maximum building height:

The R-2 maximum building height standard is 30 feet. The applicants are requesting a maximum building height allowance of 40 feet.

UTILITY AVAILABILITY

City utility mapping records indicate underground utility infrastructure as illustrated in Figure 3 provided below. Written explanations of each utility service are provided in the following sections.

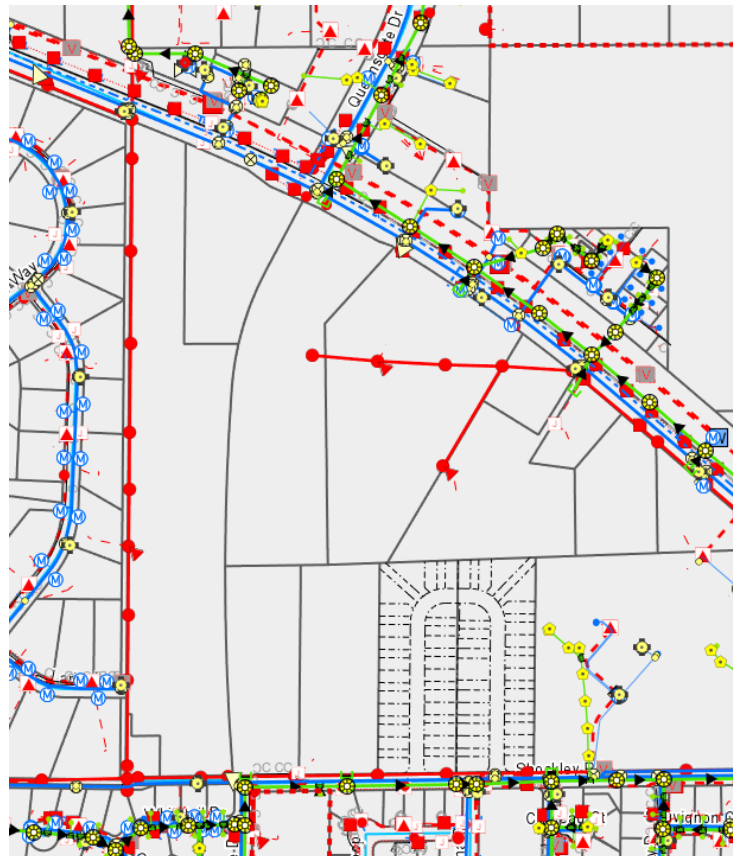


Figure 3 - Utilities Map

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

SEWER

8" sewer main stubs are located north (Queensgate Drive/Keene Road intersection), south (Shockley Road/Queensgate Drive intersection) and east of the project site (property also owned by Columbia Valley Property Holdings, LLC).

WATER

A twenty-four (24) inch water main is located immediately north of the site in Keene Road, while a sixteen (16) inch water main is located south within Shockley Road.

ELECTRICAL POWER

Richland Energy Services (RES), a municipal public utility district, will service future development on the site. Underground power lines currently provide electrical service to the site; however, it is anticipated that electrical service upgrades will be required. The proposed PUD map indicates that 10' utility easements will be provided along the frontage of each new residential lot, thus providing adequate room for electrical services to be installed.

TRANSPORTATION

As indicated above, the site is located between Keene Road (North) and Shockley Road (South). As part of this project, Queensgate Drive will be extended across the site from Keene Road to Shockley Road, completing an essential connection within the City's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. In addition, Lariat Lane will extend from the southwest corner of the development north and east to the new Queensgate Drive extension. This connection will provide secondary means of access to the Country Ridge residential neighborhood, as well as providing a secondary means of access to the proposed single-family residences to be located on either side of Lambert Drive (Lariat Lane). Finally, a third north/south road with connections to Queensgate will be constructed and used to provide access to the 89 townhome lots that are proposed just to the west of Queensgate.

A detailed Traffic Impact Analysis (TIA) (Exhibit 8) was provided as part of the project submittal packet and was provided to the City's Public Works Department along with all other City Departments and local/regional transportation entities. The TIA was reviewed and ultimately accepted by the City. The improvements outlined by the TIA along with other traffic related projects outlined in the City's Traffic Impact Fee program (TIF) will mitigate for traffic impacts potentially created by the proposed development.

PUBLIC NOTICE

Application Date:	December 14, 2022
Notice of Hearing Mailed:	December 14, 2022
Notice of Hearing Posted:	December 28,, 2022
Notice of Hearing Published:	December 18, 2022
Public Hearing:	January 9, 2023

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 9.

As of the date of this report, city staff has received 10 comments from the general public and governmental agencies (Exhibit 11).

SEPA

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and reviewed the proposed project for probable adverse environmental impacts. A determination of non-significance (DNS) was issued for this project on January 4, 2023, after utilizing the optional DNS process in WAC 197-11-355 (Exhibit 10).

CRITICAL AREAS

The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by the City's Critical Areas regulations, Chapter 22.10 RMC.

SHORELINE MASTER PROGRAM

The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.

COMPREHENSIVE PLAN

Richland's Comprehensive Plan designates the project site for low density, medium density and residential/office development such as those uses allowed by the R-1-12 and R-2 zoning districts. While a Planned Unit Development is not a specific zoning designation, Section 23.50.020 RMC, Uses Permitted, states that a planned unit development district may be approved for any use or combination of uses listed in Chapters 23.14 (Agriculture Zoning Districts) through 23.30 (Public Use Zoning Districts). Chapter 23.14 (Agriculture Zoning Districts) falls within the list of uses approved for planned unit developments. As such, the proposed development is consistent with the Comprehensive Plan.

The following land use map (Fig. 4) illustrates the city's Comprehensive Plan land use designations for the site and surrounding vicinity as depicted by the city's GIS mapping database. The property subject to this specific application is outlined in blue.

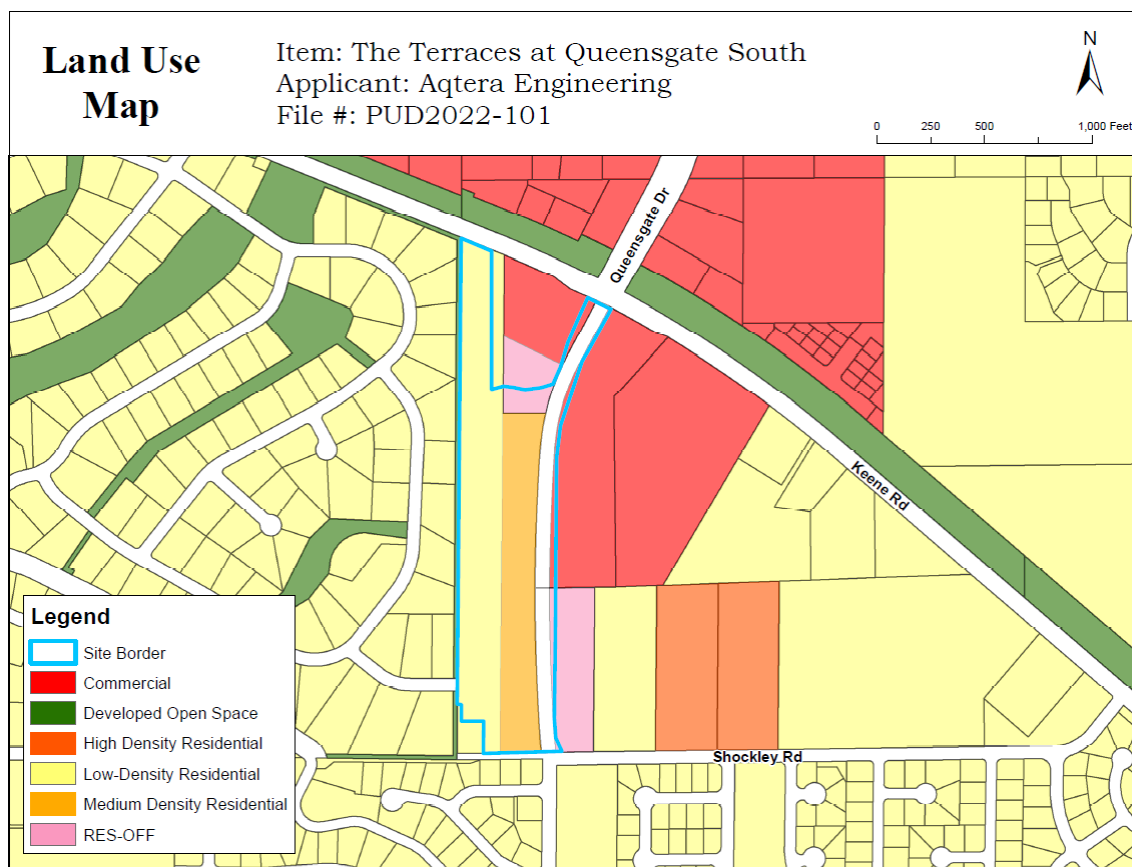


Figure 4 – Comprehensive Plan Map

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

Land Use Goal 1:

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

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

Land Use Goal 2:

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

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

Policy 3 – Ensure that the intent of the land use and districts are maintained.

Land Use Goal 3:

Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

BACKGROUND

While this section is added to bring understanding to a specific topic (Contract 92-10) (Exhibit 3) it is not intended to outline the entire history of the site. With that said, in 2009, the previous landowners (Mr. and Mrs. Kerry Watts and others) applied to the City for an amendment to the Comprehensive Plan in order to change the Land Use Classification(s) of their properties in order to promote future development. Contract 92-10 occurred because of an appeal of the City's 2009 Comprehensive Plan to the Growth Management Hearings Board by the Country Ridge Homeowner's Association. Rather than enter a long-drawn out appeal process, the parties agreed to a settlement. The settlement resulted in the Development Agreement (Contract 92-10) being completed and agreed to by the parties. Ultimately, the agreement changed the Comprehensive Plan Land Use Map to reflect the changes in land use authorized by the development agreement (i.e., low density residential along the west, a mixture of commercial, multi-family/office and medium density residential near the center and commercial along the eastern boundary. The agreement indicates that until the site is rezoned to the zoning designations agreed to within the Development Agreement, the current zoning shall be Suburban Agriculture (SAG) and Agricultural (AG). The development agreement contained a number of conditions and indicated that the future zoning shall be consistent with the City's adopted comprehensive plan.

On February 1 and February 15, 2022, the applicants requested that the City agree to amend several of the conditions contained within Contract 92-10. This request was supported in writing by the Country Ridge Homeowner's Association (Exhibit 4). The specific items which were subject to amendment were items numbered 4, 5 & 6 (below).

Ultimately, the intent of the proposed PUD is to rezone this portion of the overall site to match the low density along the west and medium density residential near the center.

The conditions within the Development Agreement as agreed to in Contract 92-10 and amended by Ordinance No. 2022-03 (Exhibit 4) are as follows:

1. A buffer of low density residential along the westerly property boundary of the site, adjacent to Country Ridge (R-1-12)/(3 lots per acre). Rear yards shall face Country Ridge.
2. Areas designated as Medium Density Residential may be developed to an average density of 10 units per acre.
3. A masonry wall at least 6 feet in height shall be installed along the length of the western property boundary (adjacent to Country Ridge).

- ~~4. Queensgate Drive right-of-way shall be dedicated at the time a zoning application (rezone) is made for any portion of the site. The ROW shall be 70 feet in width. Queensgate Drive is classified as a planned Arterial Collector road. Direct access from residential lots will be prohibited and commercial access will be limited to specific access points.~~
4. The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.
5. Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and shall address:
- a. Building setbacks;
 - b. Maximum building height;
 - c. Landscape screening and/or fencing;
 - d. Restrictions on outdoor lighting;
 - e. Restrictions on location of outdoor storage areas, truck loading docks, and refuse collection areas.

(The intent of the buffer was to provide adequate separation between the proposed commercial/multi-family and the low-density residential properties to the east).

~~No access for future development from the site onto Keene Road will be permitted. Access shall only occur from the Queensgate Drive extension.~~

Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

- ~~6. Zoning for the commercially designated area shall be C-1 (Neighborhood Retail) or be part of a Planned Unit Development that specifically limits the potential commercial uses to those that are compatible with the nearby~~

~~neighborhood. Zoning for the Multi-family area shall be Commercial Limited Business (C-LB) or part of a Planned Unit Development. The permitted development shall be specifically limited to buildings no more than 30 feet in height.~~

6. Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted developments will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.
7. Development proposal with Commercial areas shall be consistent with the design standards (Exhibit B) and Section 23.28.020 (D)(1) through (4) of the RMC.
8. Subdivision of land within the Low-Density residential area shall be via the City's established subdivision review process or as a Planned Unit Development.
9. Development adjacent to Lariat Lane ROW shall provide for the extension of Lariat Lane eastward to the future Queensgate Drive extension. Lariat Lane shall be via an indirect route that will include at least 900 feet of travel in a north-south orientation before connecting to Queensgate Drive. The intent is to provide connectivity between the Country Ridge neighborhood and the site, but to keep Lariat Lane from functioning as a collector street.
10. The process of implementing the Comprehensive Plan may result in some minor deviations to the plan, such as adjustments to zoning boundary lines.
11. The City shall provide notification to the Country Ridge HOA for any development proposal on the site.

This is an important issue to be mentioned because a number of comments received during this PUD process refer to the conditions contained within the development agreement (Contract 92-10 as amended by Ordinance No. 2022-03). It is the applicant's position that their proposal complies with all applicable conditions set forth above.

PLANNED UNIT DEVELOPMENT ANALYSIS

Chapter 23.50 RMC governs the approval and development of Planned Unit Developments. Section 23.50.040.A RMC, specifically indicates that the preliminary PUD plan shall include the following:

1. Relationship of the property to the surrounding area, including identification of nearby uses and peripheral treatment of the PUD to maximize compatibility and integration of the PUD with nearby existing or proposed uses;
2. Proposed land uses and approximate building locations or buildable areas;
3. Location, arrangement and width of proposed streets and pedestrian ways, and the design and arrangement of off-street parking areas, loading areas and recreation vehicle storage areas;
4. Location, layout and conceptual design of parks, playgrounds and open spaces;
5. Location and extent of trees, watercourses, rock outcrops and any other features, indicating any significant features to be removed, improved or preserved;
6. Topography at a minimum five-foot contour interval;
7. Building heights and setbacks from property lines;
8. Preliminary architectural plans and elevations of typical buildings and structures, except single-family detached dwellings;
9. Landscape plans for open space, parks, recreation facilities, streets, parking facilities and pedestrian ways;
10. Proposed ownership pattern, including preliminary subdivision plan if property is to be subdivided;
11. The proposed method of maintaining common facilities;
12. Proposed source of water supply, electric supply, sewage disposal, and storm drainage systems;
13. General timetable of development, including a phasing schedule if the project will be developed in phases; or
14. For PUDs containing residential uses, graphic and, where necessary, written description of proposed nonresidential uses and facilities. In addition, a table shall be provided showing the total site acreage, total number of dwelling units proposed, and the dwelling unit density of adjacent subdivisions.

Based upon staff's analysis of the items submitted, it appears that each of the items listed above have been adequately addressed by the applicants as part of their PUD submittal packet. Specifically, staff refers the hearings examiner to the document provided as part of the overall application. The documents provided clearly outline the regulatory requirements for a PUD and provides written explanation as to how the applicant believes that the proposed PUD complies with the various requirements.

Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

1. The PUD district development will be compatible with nearby developments and uses;

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
4. The development can be completed within a reasonable period of time.

Section 23.50.040.C indicates that the hearing examiner's recommendation shall include findings of fact with due consideration to all issues raised, pro and con, and the reasons for the hearing examiner's action referring expressly to the maps and other documents constituting the proposed plan and program and matters of record.

Staff's review and analysis of the proposed PUD in regard to the four (4) criteria indicated above is as follows:

1. The PUD district development will be compatible with nearby developments and uses;

The proposed PUD will be residential in nature and will consists of townhomes (attached single-family units) and detached residential homes. The locations of which are consistent with and compatible to the agreements contained within Contract 92-10 and as amended by Ordinance 2022-103. The proposed PUD will not contain any agricultural or commercial related uses and therefore is consistent with nearby single-family subdivisions located within the Country Ridge neighborhood and other neighborhoods located south along Shockley Road.

2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;

A 6' tall solid screen/masonry wall is proposed along the western property line located between the proposed single-family homes and the existing Country Ridge neighborhood as conditioned by Contract 92-10 (and as amended by Ordinance 2022-103). The use of fence screening and the proposed 15-foot-wide pedestrian access easement will result in adequate separation between the new single-family homes and the existing homes within the Country Ridge neighborhood and providing a look that is consistent with and compatible with adjacent and nearby residential areas.

3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;

As previously indicated within the Zoning and Comprehensive Plan sections of this report, the proposed development is consistent with the intent of the comprehensive plan and the purpose of the PUD district. Furthermore, the proposed development is consistent with the requirements of Contract 92-10 and subsequent Ordinance 2022-103.

4. The development can be completed within a reasonable period of time.

As indicated in the application materials the applicants expect to complete development of the proposed PUD within the next 1 – 2 years. This timeline includes completion of all roadway and utility infrastructure requirements.

STAFF RECOMMENDATION

Staff has completed its review of the request for a preliminary PUD and change of zone to PUD (PUD 2022-101) and recommends approval of the request based on the following Suggested Findings and Conclusions and Suggested Conditions of Approval:

SUGGESTED FINDINGS AND CONCLUSIONS

1. Aqtera Engineering filed an application on behalf of Columbia Valley Property Holdings, LLC for development of an approximately 20.67-acre residential development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network.
2. The project site is located upon Assessor's Parcel No. 122983000003003 (Revised Lot 4 of RS 5735) and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge
3. The project site is located between Shockley Road (South) and Keene Road (North) and sits between the Country Ridge residential neighborhood (west) and larger lots which contain single-family residences (east). The site slopes from its high point in the south nearest Shockley Road to its low point in the northwest corner of the site adjacent to Keene Road.
4. The project site is currently zoned Suburban Agricultural (SAG) and Agricultural (AG).
5. Chapter 23.14.010 (A) RMC indicates that the Agricultural zone is primarily intended for open land uses such as grazing or pasture lands, agriculture, part-time small tract farming, cemeteries, golf courses and parks.
6. Chapter 23.14.010 (B), the suburban agricultural use district is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses.
7. Chapter 23.50 RMC indicates that the purpose of a planned unit development is to provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy,

usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses.

8. The proposed development intends to follow the current R-1-12 and R-2 zoning standards with several exceptions intended to make the proposed development more compatible with the existing topography and requirements/conditions of Contract 92-10 and Ordinance No. 2022-103.
9. Public water, sanitary sewer and electrical power are all capable of handling the proposed residential development.
10. A Traffic Impact Analysis (TIA) was submitted and reviewed by the City. The City does not believe that trips generated from the proposed PUD will cause any street or intersection to compromise the City's adopted level of service for traffic operations and, recommendations contained within the TIA will adequately mitigate for any potential traffic impacts.
11. Notice of application and public hearing was mailed to all recorded property owners within 300' of the project site on December 14, 2022.
12. Notice of public hearing was posted at the project site on December 28, 2022.
13. Notice of application and public hearing was published in the Tri-City Herald on December 18, 2022.
14. The City of Richland utilized the Optional DNS Process in WAC 197-11-355. The end of the SEPA comment period was December 28, 2022.
15. A determination of non-significance (DNS) was issued on January 4, 2023.
16. The proposed development site does not contain, nor is it adjacent to, any critical areas as defined by Chapter 22.10 RMC.
17. The proposed development site is not located within the jurisdiction of the City of Richland's Shoreline Master Program.
18. The City of Richland Comprehensive Plan designates the subject site as suitable for low density and medium density residential land uses.
19. Contract 92-10 occurred because of an appeal of the City's 2009 Comprehensive Plan to the Growth Management Hearings Board by the Country Ridge Homeowner's Association. Rather than enter a long-drawn out appeal process, the parties agreed to a settlement. The settlement resulted in the Development Agreement (Contract 92-10) being completed and agreed to by the parties. Ultimately, the agreement changed the Comprehensive Plan Land Use Map to reflect the changes in land use authorized by the development agreement (i.e., low density residential along the west, a mixture of commercial, multi-family/office and medium density residential near

- the center and commercial along the eastern boundary. The agreement indicates that until the site is rezoned to the zoning designations agreed to within the Development Agreement, the current zoning shall be Suburban Agriculture (SAG) and Agricultural (AG). The development agreement contained a number of conditions and indicated that the future zoning shall be consistent with the City's adopted comprehensive plan.
20. On February 1 and February 15, 2022, the applicants requested that the City agree to amend several of the conditions contained within Contract 92-10. This request was supported in writing by the Country Ridge Homeowner's Association.
 21. On February 15, 2022 the Richland City Council adopted Ordinance No. 2022-103 which amended Contract 92-10.
 22. The intent of the proposed PUD is to rezone this portion of the overall site to match the low density along the west and medium density residential near the center.
 23. Chapter 23.50 RMC governs the approval and development of Planned Unit Developments.
 24. Section 23.50.040.A RMC outlines fourteen (14) items that shall be shown and/or indicated in a PUD application.
 25. Section 23.50.040.B states that the hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit applications. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:
 1. The PUD district development will be compatible with nearby developments and uses;
 2. Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;
 3. The development will be consistent with the comprehensive plan and with the purpose of the PUD district;
 4. The development can be completed within a reasonable period of time.

SUGGESTED CONDITIONS OF APPROVAL

Pre-Plat Specific Conditions

1. The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.

2. The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.
3. If the existing city-owned storm pond at the Southwest corner of phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the phase 1 improvements.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed and all information shall be supplied in full size (and electronic) format. 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 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 final plat.
5. 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. 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.
6. 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. 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.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. 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.
8. 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.
 9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
 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. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. 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.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. 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.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. 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 comprehensive 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 (SEVA), it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
 - B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
 - C. 2% cross-slope, maximum.
 - D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - E. Be 20-feet in width.
 - F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. SURVEY MONUMENT DESTRUCTION:

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and 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 then 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 "Terraces at Queensgate South Ph.1" preliminary PUD plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis

- indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive “credits” for construction of Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.
16. Queensgate Drive adjacent to the phase 1 boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with “Lambert Drive”. As a minimum requirement Queensgate Drive shall be constructed to the City’s rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
 17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at “Lambert Drive”, and also for the street width required for the future Queensgate build-out between “Lambert Drive” and Keene Road. The final design of Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.
 18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
 19. The Queensgate Drive improvements shall be extended across the 30-foot-wide Shockley utility corridor south of this parcel boundary and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
 20. Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director.
 21. “Lambert Drive” (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.

22. The “Lambert Drive” right-of-way can be narrowed to 54-feet and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot-wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a “Major Collector” street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of “Lambert” Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard “Local Street Right Angle Intersection” at this curve.
27. The proposed 40-foot-wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to “Lambert” Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet 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 construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of “Chelan Drive” implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.
30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet

- City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. 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.
 33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
 34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
 35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
 36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
 37. Show vision-clearance triangles 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.
 38. 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:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to

- extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.
 41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
 42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations or oversizing of the main where needed.
 43. A 10-foot-wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
 44. The fire hydrant layout shall be approved by the City Fire Marshal.
 45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.

48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. 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.
50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on-site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right-of-Way, without first obtaining written permission.
51. For commercially zoned properties; the on-site storm drainage systems shall be designed 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". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners.
52. All public storm drainage collection 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.
53. 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.
 54. 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").
 55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
 56. 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.
 57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
 58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
 59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
 60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the developer may propose landscaping

treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. 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 Requirements:

62. 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.
63. 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 rights-of-way 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.
64. 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.
65. Ten-foot-wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat. They will also be required where the plat is adjacent to an existing right-of-way.

66. 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.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowner's association. A note shall be added to the face of the final plat that states: *"The private roads are for the use and benefit of the homeowners that abut said roads and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads"*.
68. 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."*
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot "No access / screening easement" will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.

Planning requirements:

73. Future development phases 2 and 3 shall be removed from the phasing plan and shall be considered stand-alone projects requiring additional review and permitting from the City.

EXHIBIT LIST

1. PUD Application Materials
2. PUD/Plat Maps
3. Contract 92-10
4. Ordinance 2022-103
5. Geotechnical Report & Soils Report
6. Landscaping Plan
7. Project Renderings
8. Traffic Impact Analysis
9. Public Notices & Affidavits

10. SEPA DNS & SEPA Checklist
11. Agency & Public Comments



Exhibit 1 - Application Materials

City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352
☎ 509-942-7794
✉ 509-942-7764

Planned Unit Development (PUD) Application

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

PROPERTY OWNER INFORMATION

☐ Contact Person

Owner: Mallikarjuna R Vallem/Columbia Valley Property Holdings LLC

Address: 16455 NE 99th Street, Redmond, WA 98052

Phone:

Email: maliksss@gmail.com

APPLICANT/CONTRACTOR INFORMATION (if different)

☐ Contact Person

Company: Aqtera Engineering

UBI#:

Contact: Caleb Stromstad, Project Manager

Address: 2705 Saint Andrews Loop, Suite C, Pasco, WA 99301

Phone: 509.845.0208

Email: caleb@aqtera.com

SURVEYOR INFORMATION

Contact: John Becker, AHBL

Address: 5804 Road 90, Suite H, Pasco, WA 99301

Phone: 509.380.5883

Email:

ENGINEER INFORMATION

Contact: Nathan Machiela, Knutzen Engineering

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

Phone: 509.222.0959

Email: nathan@knutzenengineering.com

PROJECT DESCRIPTION

Phase I of a mixed use development project to include 19 single family lots, 89 townhome lots, 5 open space tracts and associated street network.

PROPERTY INFORMATION

Parcel #: 122983000002004, 122983000003003

Zoning: Agriculture & Suburban Agriculture

Legal Description:

See attached plat map

Proposed Development Name: The Terraces at Queensgate South

Gross Acreage: 20.93 acres

Number of Lots: 108

Smallest Lot Size: 1,581 sq. ft.

Net Lot Area Acreage: 9.45 acres

Avg. Lot Size: 3,808 sq. ft.

Largest Lot Size: 15,624 sq.ft.

Domestic Water Supply: ☒ City ☐ Private Well

Sewage Disposal: ☒ City ☐ Septic

Irrigation Source: ☐ City ☐ Private Well ☐ Columbia Irrig. District ☒ Kennewick Irrig. District ☐ Other

SEPA Checklist submitted? ☒ Yes ☐ No

Title Report (Subdivision Guarantee) submitted? ☒ Yes ☐ No

APPLICATION MUST INCLUDE

1. Completed application and filing fee
2. Refer to RMC 23.50.030

UTILITY**APPROVAL RECEIVED**

Power	☐ Yes	☐ No
Telephone	☐ Yes	☐ No
Natural Gas	☐ Yes	☐ No
Cable TV	☐ Yes	☐ No

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

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

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

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

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

Applicant Printed Name: Mallikarjuna R Vallem

Resubmitted 12/13/2022

Applicant Signature: Mallikarjuna Vallem

Date 06/24/2022

The Terraces at Queensgate South

Preliminary Planned Unit Development and
Preliminary Plat Application

Columbia Valley Properties Holding Company LLC

November 2022

Project Information for The Terraces at Queensgate South

The Village at Queensgate South and The Terraces at Queensgate South are two phases of a proposed planned development on a 47.5-acre site located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings, LLC seeks approval of phase I for planned unit development and preliminary plat application to construct a mixed use project with single family residences, and townhomes.

Project Team

Owner

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Architect – Townhome Design

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Appendices

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- B. Geotechnical Engineering Evaluation – Intermountain Materials Testing & Geotechnical
- C. Cultural Resources Report – GRAM Northwest, LLC
- D. Traffic Analysis – PBS
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- G. Preliminary Plat Maps – Knutzen Engineering
- H. Architectural Renderings – IHB Architects
- I. Landscape Plan – Lango Hansen

Project Description

Introduction

The Terraces at Queensgate South and the Village at Queensgate South are two phases of a mixed use planned development project proposed on a 47.5 acre site located between Keene and Shockley Roads in South Richland. At full build-out the project will be a vibrant community with a variety of housing types and densities, including 19 large single family lots and 260 townhome units. Adjacent to the residential component of the project, well-designed community commercial services are planned including a grocery, pharmacy, four two story commercial buildings and a hotel. Between the commercial and residential components, an urban open space area will provide a public gathering place for the community. Interwoven through the project is an important arterial street extension: Queensgate Drive will be extended across the site from Keene Road to Shockley Road, providing a critical link in Richland's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. Generous landscaping, including street trees and open space tracts will be placed throughout the development. Together with the modern architectural design of the commercial buildings and townhomes the project will be an attractive, vibrant community that will be a highly desired place to both live and shop and will be an important asset in the South Richland community.

FULL SITE PLAN

A1.2

- LOW-RISE COMMERCIAL
- MEDIUM-RISE COMMERCIAL
- TOWN HOMES

- A** PEDESTRIAN CONNECTION
- B** FESTIVAL STREET
- C** STORM WATER BASINS
- D** 6' HIGH ESTATE WALL



Figure 1: Queensgate South at Full Build-Out

Phasing

Phase I consists of the development of the western 22 acres of the site and includes only residential development consisting of a 19 lot single family subdivision along the proposed Lambert Drive and 90 townhome lots located west of the Queensgate Drive corridor. Four open space tracts totaling .56 acres would be interspersed throughout the development. A storm drainage pond or series of ponds would be built in the northwestern corner of the site. Queensgate Drive would be extended across the full site; those portions of Queensgate adjacent to the Phase I development would be built to a full City street standards, while the portion of Queensgate extending to Keene Road would be built to a rural standard. (Full Queensgate Drive improvements would be built with Phase II development.) Lambert Drive, a local street would provide access to the single family large lots and provide a connection to Lariat Lane on the western boundary of the project site.

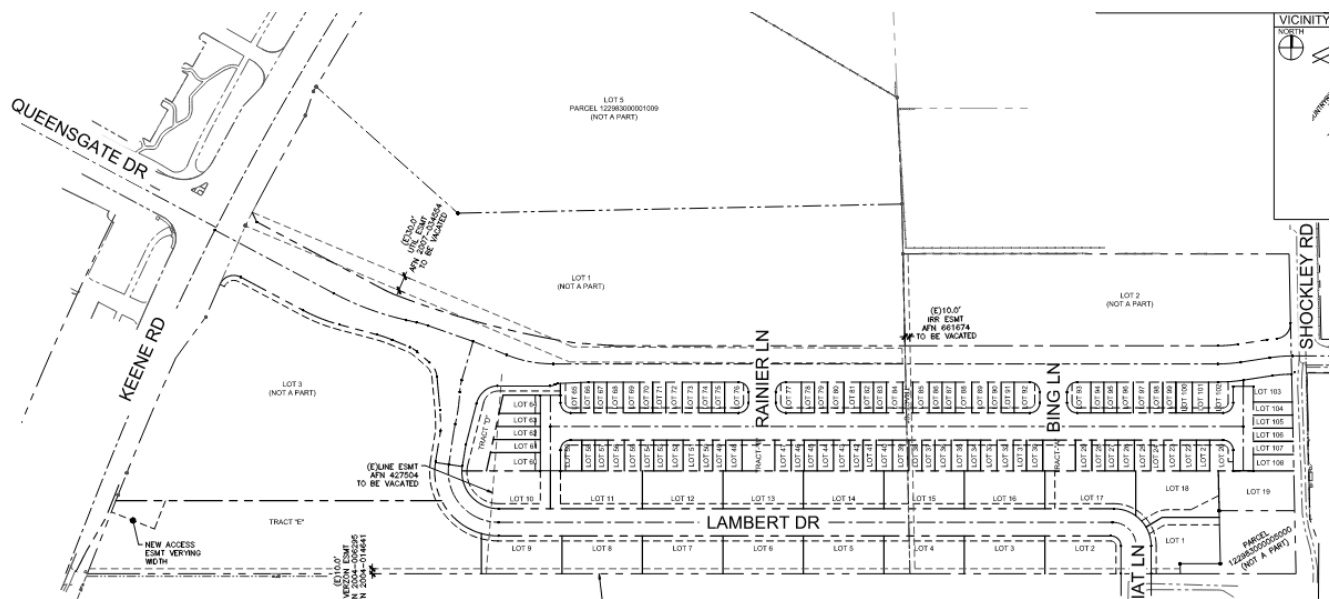


Figure 2: Phase I Development – The Terraces at Queensgate South

Development Standard	Single Family	Townhome	Combined
Smallest Lot	11,218 sq. ft.	1,525 sq. ft.	1,525 sq. ft.
Largest Lot	15,208 sq. ft.	3,474 sq. ft.	15,208 sq. ft.
Average Lot Size	12,105 sq. ft.	1,924 sq. ft.	3,823 sq. ft.
Net Lot Acreage	5.28 acres	4.02 acres	9.30 acres
Open Space Tracts (no./area)	0/0	4/.56 acres	4/.56 acres
Rights-of-Way	1.86 acres	5.09 acres	7.05 acres
Net Density	2.66 units/acre	8.52 units/acre	6.44 units/acre

Table 1: Phase I Lot Sizes and Density

Existing Conditions

The Phase I portions of the site are currently undeveloped. The Phase II area is also vacant except for a 12 acre cherry orchard and a single family residence located near the eastern boundary of the site.



Figure 3: Vicinity Map

Land use adjacent to the project site includes a low density single family neighborhood (Country Ridge) located along the western boundary of the site; a second single family subdivision (Badger Den) is located to the south across Shockley Road from the site. Additional detail of adjacent residential developments is shown in Figure 4

below. Commercial development is located across Keene Road to the north of the site; and two single family residences on large lots are located to the east of the site.

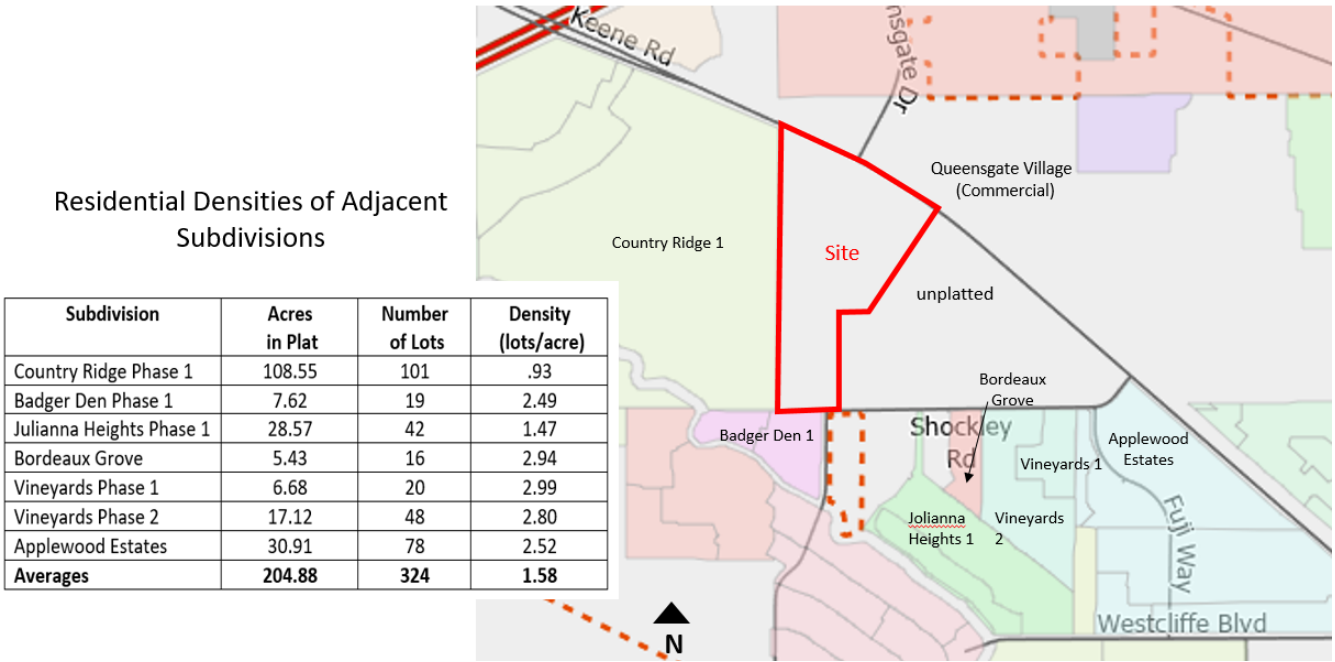


Figure 4: Existing Residential Densities of Adjacent Subdivisions

History

In 2010 a group of six property owners approached the City to amend the comprehensive plan for this site. Objections to the proposal from the adjacent landowners in the Country Ridge development resulted in the City entering into a development agreement with the landowners (Richland Contract #92-10). Over time the ownership of the property changed. Now, Columbia Valley Property Holdings, LLC acquired the property. Some modifications to the agreement were approved by the City earlier this year. (Copies of both the original and revised agreements are attached.) The Queensgate South project has been designed to comply with the provisions of both the comprehensive plan and the development agreement.

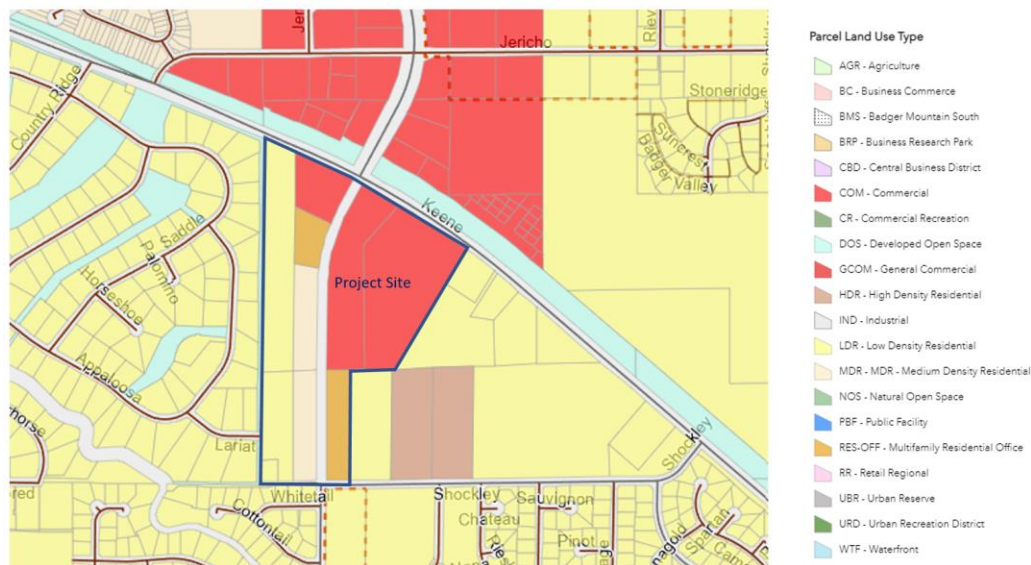


Figure 5: Comprehensive Plan Land Use Map

Zoning

Existing zoning of the site is agricultural and suburban agriculture. The proposed PUD zoning would follow the comprehensive plan designations established by the City in 2010, with low density residential along the westerly property boundary adjacent to the Country Ridge neighborhood that is proposed to be developed with 19 lots meeting the City's R-1-12 zoning standards. The proposed townhomes would be located on the portion of the site designated as Medium Density Residential and Multi-Family Residential/Office. The remainder of the site would be developed under a future Phase II PUD application

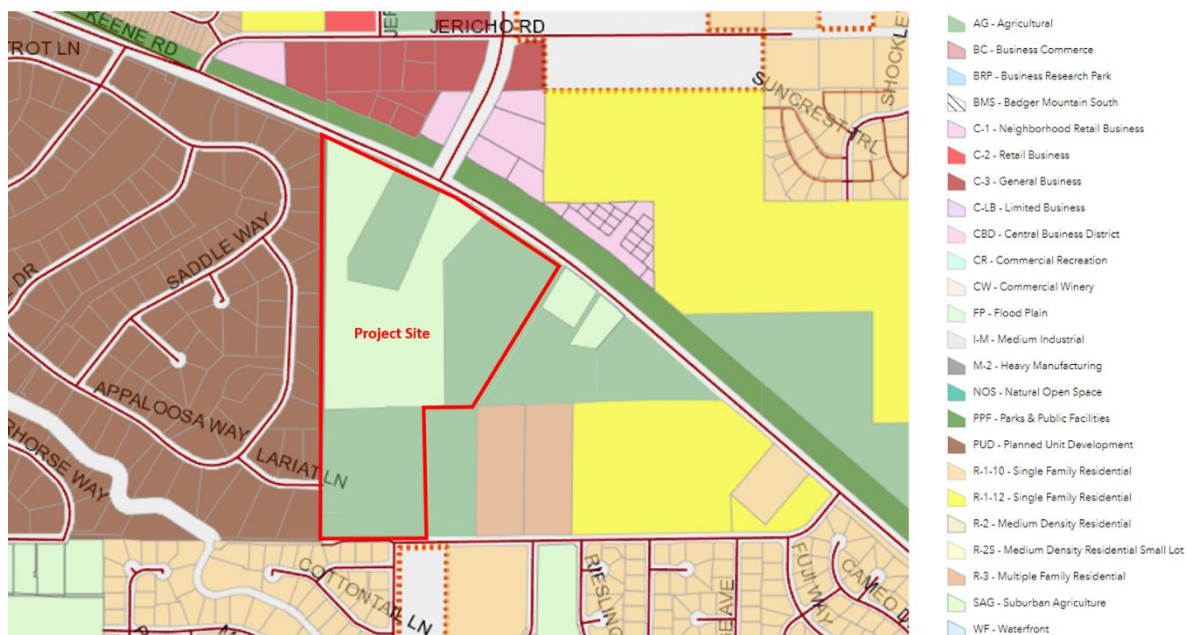
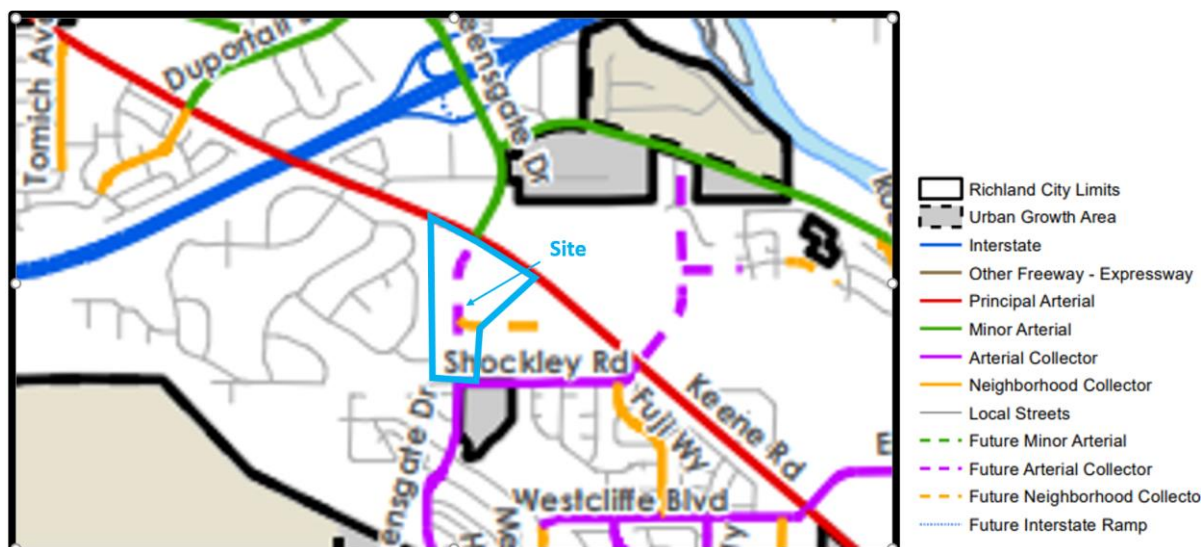


Figure 6: Existing Zoning Map

Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, across the site as part of its Functionally Classified Street Network. Under full buildout, Queensgate South will fully build this arterial street, with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways. Phase I construction would result in the following Queensgate improvements:

Extension of Queensgate Drive north from Shockley Road adjacent to Phase I development to include three vehicle lanes, bike lanes and sidewalks to meet City collector street standards. The remaining portions of Queensgate Drive to Keene Road would be constructed with two lanes, meeting the City's rural street development standard.

*Figure 7: Richland Functionally Classified Street Network Plan*

Other streets included in the Phase I project would be built to local street standards as defined in the municipal code and would provide for 2 travel lanes, on-street parking and turn-around areas large enough to accommodate emergency vehicles. Lambert Drive, the street that would access the low density residential lots would be connected to Lariat Lane, a street that borders the western boundary of the site and provides a connection to the adjacent Country Ridge neighborhood.

Site Characteristics

The site is largely free from natural constraints to development, as illustrated by Richland's critical areas map that shows that there are no known critical areas on-site which would limit development. Studies completed for the proposed development include a detailed soils survey, a geotechnical report, a site survey and topographic survey and a cultural resources report. All of these documents are attached.



Figure 10: Landscaping Plan

Townhome Development

The proposed townhomes are 3 story structures, with garages on the first level and living spaces on the upper two levels. The units would be clustered together generally in groups of four units with a 10 foot setback between groups of buildings; however; one grouping of buildings will contain six units. The development is arranged so that units fronting on Queensgate Drive would be accessed from the local side street, so that no unit would have direct access onto Queensgate.

Each unit would have a two car garage and a driveway that could accommodate two additional off-street parking spaces. The rendering below is an example of how the townhomes would appear. Additional renderings are attached.



Figure 11: Architectural Rendering of Townhomes

Development Standard	Townhomes
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Minimum Lot Size – One-Family Attached Dwelling	1,525 sq. ft.
Minimum Lot Width – One-Family Attached Dwelling	25 ft.
Minimum Front Yard Setback	20 feet garage level 12 feet upper stories
Minimum Side Yard Setback	0 feet interior unit/5 feet end unit
Minimum Rear Yard Setback	15 feet
Maximum Lot Coverage ^a	65%
Maximum Building Height – Main Building	40 feet

Table 2: Townhome Development Standards

Single Family Residence Development

The proposed single family residential lots would form two tiers of lots along the westerly property boundary and would line both sides of Lambert Drive as called for the development agreement (See attached Contract #92-10). These lots have been designed to be wide and shallow. This result is that there are fewer lots bordering the Country Ridge subdivision than there otherwise would be. The proposed lots average 150 feet in width as opposed to the 90 foot width mandated in the R-1-12 zoning standards. The reduction of 5 feet in the rear yard setback is mitigated by the presence of a 15 foot wide pedestrian easement that runs between the site and the Country Ridge neighborhood. Additionally, the six foot masonry wall that will be built along the property boundary provides adequate separation between the two projects. Reduction of the front yard setback is again a minor deviation that wouldn't generally be noticeable to passersby and still provides adequate room for off-street parking in the driveway area. These two minor setback reductions allow an additional 15 feet of building envelope on each lot and will provide home builders design flexibility to be able to build slightly larger and more attractive homes, thereby benefitting both the project and the adjacent neighborhood.

Development Standard	Single Family Lots
Average Lot Size	12,105 sq. ft.
Minimum Lot Size	11,218 sq. ft.
Front Yard Setback	15/20 feet*
Side Yard Setback	10 feet
Rear Yard Setback	15 feet
Setback from Private Access Easements	6 feet
Building Height	30 feet
Maximum Lot Coverage	40%
Accessory Building Height	16 feet

*15 foot setback living areas; 20 foot setback garage

Table 3: Single Family Lot Development Standards

Given the relatively wide and shallow nature of the single family lots, side entry garages may be an attractive option for homebuilders. In order to provide for this type of design, driveways may be placed along a side property boundary and may be shared with the adjacent lot. Driveway width shall be as determined by City standards.

Accessory buildings shall be governed by the city zoning code provisions regulating the size and setbacks of detached accessory buildings as set forth in RMC 23.38.020. Fencing height limitations and locations shall be as specified in RMC 23.28.070.

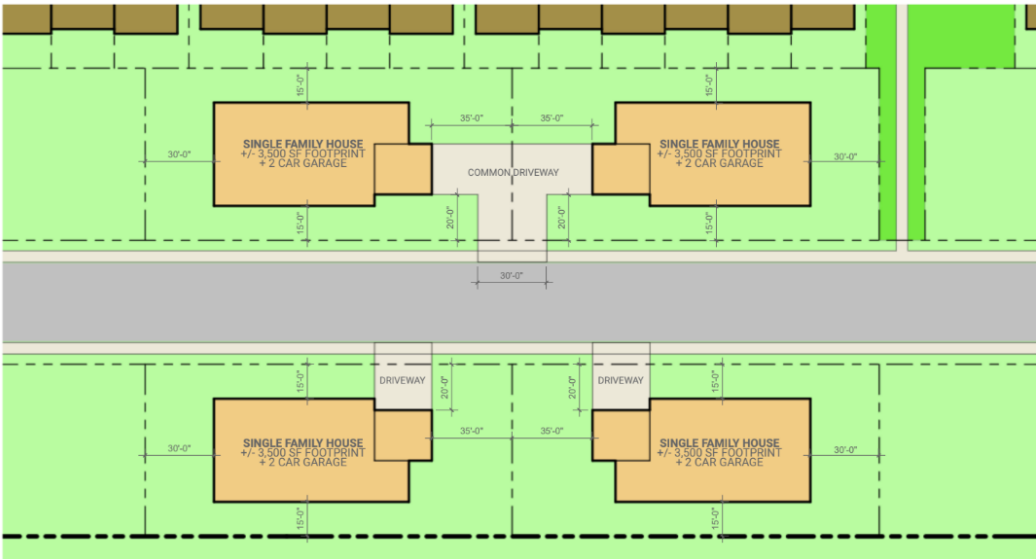


Figure 12: Potential Single Family Lot Configurations

Utilities

Utilities needed to serve the project include domestic water, sewer, electrical service and garbage collection to be provided by the City of Richland. Irrigation water would be provided by the Kennewick Irrigation District. Cascade would supply natural gas to the project. Spectrum would provide cable. Storm drainage would be retained on site. An existing storm pond located adjacent to the extreme southeastern corner of the property would be retained. A series of ponds would be located in the northwest corner of the site. Phase II development may require additional storm drainage facilities to be located along the northern boundary of the site, adjoining Keene Road. Specific details will be provided at the time that Phase II development plans are submitted for review.

Ownership

Individual townhome and single family residential lots will be sold. Townhome owners will be included in a Home Owners Association to maintain the open space areas within Phase I. This HOA would be

expanded to include the townhome lots in Phase II of the project together with the open spaces set aside in that Phase of development.

Timing of Development

Phase I development will begin as soon as possible. Detailed engineering design will begin once preliminary plat and PUD approvals are granted. Construction of streets and utilities would immediately follow construction approvals and would be anticipated to start no later than the fall of 2023. Phase II preliminary design and preliminary PUD approval would begin by the fall of 2023, with the hope that commercial construction could be initiated in 2024. The development team respectfully requests that the City expedite its review of this project in order to facilitate this proposed development timeline.

The Terraces at Queensgate South

Preliminary Planned Unit Development and
Preliminary Plat Application

Columbia Valley Properties Holding Company LLC

December 2022

Project Information for The Terraces at Queensgate South

The Village at Queensgate South and The Terraces at Queensgate South are two phases of a proposed planned development on a 47.5-acre site located in South Richland between Keene and Shockley Roads, east of the Country Ridge subdivision. Columbia Valley Property Holdings, LLC seeks approval of phase I for planned unit development and preliminary plat application to construct a mixed use project with single family residences, and townhomes.

Project Team

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Project Description

Introduction

The Terraces at Queensgate South and the Village at Queensgate South are two phases of a mixed use planned development project proposed on a 47.5 acre site located between Keene and Shockley Roads in South Richland. At full build-out the project will be a vibrant community with a variety of housing types and densities, including 19 large single family lots and 260 townhome units. Adjacent to the residential component of the project, well-designed community commercial services are planned including a grocery, pharmacy, four two story commercial buildings and a hotel. Between the commercial and residential components, an urban open space area will provide a public gathering place for the community. Interwoven through the project is an important arterial street extension: Queensgate Drive will be extended across the site from Keene Road to Shockley Road, providing a critical link in Richland's transportation system. Queensgate will be designed as a complete street with multiple travel lanes, a roundabout, bicycle lanes and pedestrian walks. Generous landscaping, including street trees and open space tracts will be placed throughout the development. Together with the modern architectural design of the commercial buildings and townhomes the project will be an attractive, vibrant community that will be a highly desired place to both live and shop and will be an important asset in the South Richland community.



Figure 1: Queensgate South at Full Build-Out

Phasing

Phase I consists of the development of the western 20.93 acres of the site and includes only residential development consisting of a 19 lot single family subdivision along the proposed Lambert Drive and 89 townhome lots located west of the Queensgate Drive corridor. Five open space tracts totaling 2.88 acres would be interspersed throughout the development. A storm drainage pond or series of ponds would be built in the northwestern corner of the site. Queensgate Drive would be extended across the full site; those portions of Queensgate adjacent to the Phase I development would be built to a full City street standards, while the portion of Queensgate extending to Keene Road would be built to a rural standard. (Full Queensgate Drive improvements would be built with Phase II development.) Lambert Drive, a local street would provide access to the single family large lots and provide a connection to Lariat Lane on the western boundary of the project site.

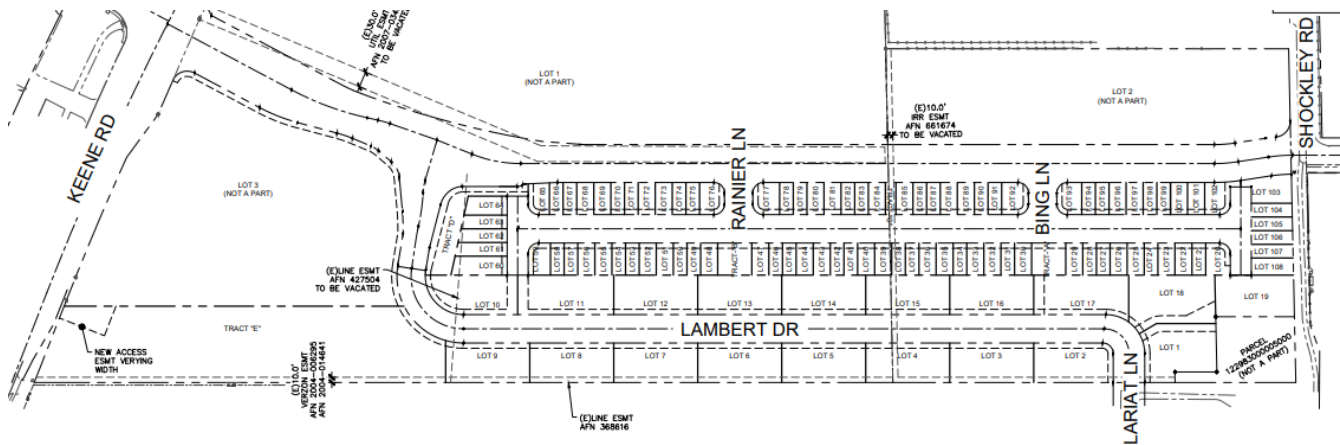


Figure 2: Phase I Development – The Terraces at Queensgate South

Development Standard	Single Family	Townhome	Combined
Smallest Lot	11,277sq. ft.	1,525 sq. ft.	1,525 sq. ft.
Largest Lot	15,208 sq. ft.	3,474 sq. ft.	15,208 sq. ft.
Average Lot Size	12,105 sq. ft.	1,924 sq. ft.	3,823 sq. ft.
Net Lot Acreage	5.28 acres	4.02 acres	9.30 acres
Open Space Tracts (no./area)	0/0	4/.56 acres	4/.56 acres
Rights-of-Way	1.86 acres	5.09 acres	7.05 acres
Net Density	2.66 units/acre	8.52 units/acre	6.44 units/acre

Table 1: Phase I Lot Sizes and Density

Existing Conditions

The Phase I portions of the site are currently undeveloped. The Phase II area is also vacant except for a 12 acre cherry orchard and a single family residence located near the eastern boundary of the site.

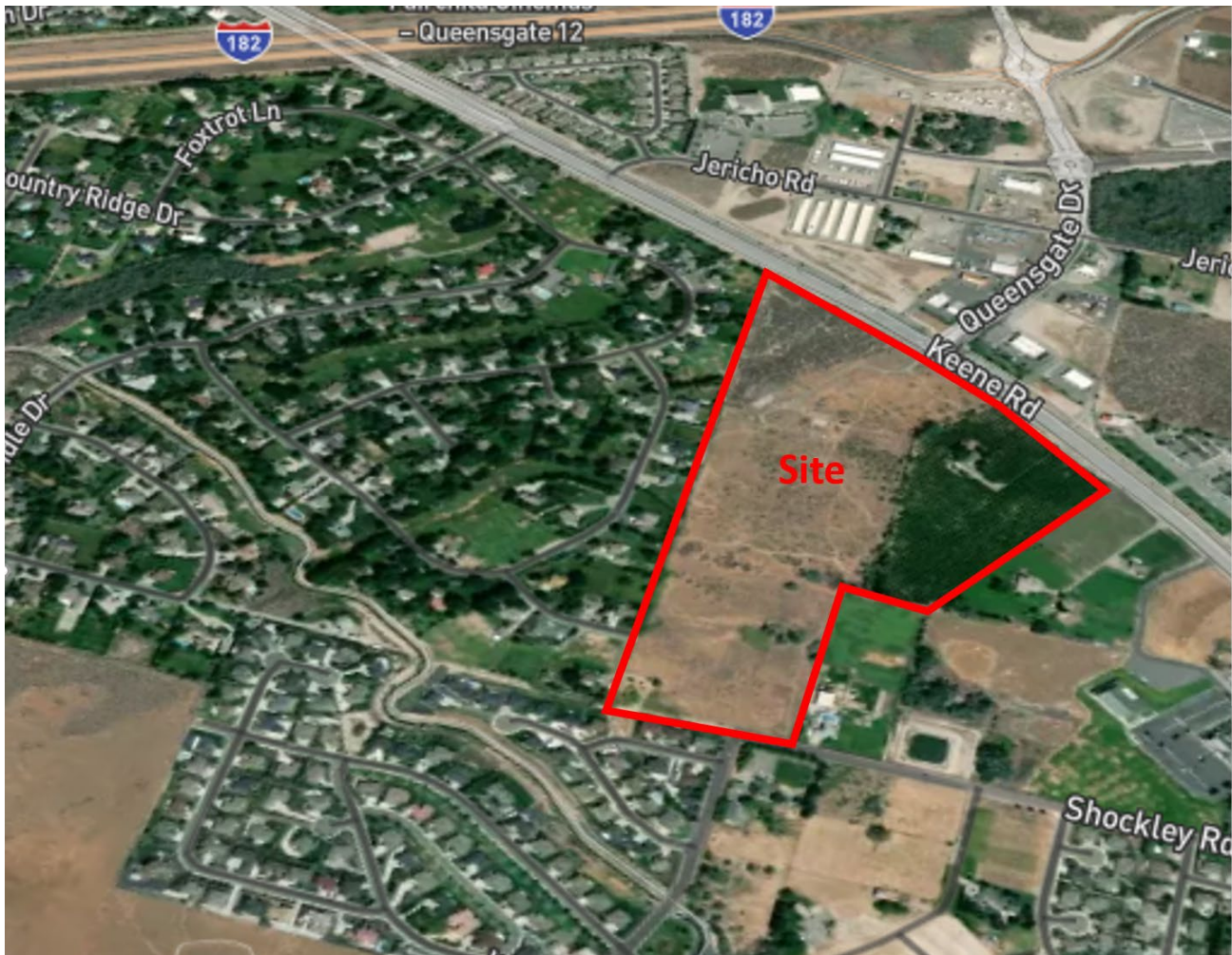


Figure 3: Vicinity Map

Land use adjacent to the project site includes a low density single family neighborhood (Country Ridge) located along the western boundary of the site; a second single family subdivision (Badger Den) is located to the south across Shockley Road from the site. Additional detail of adjacent residential developments is shown in Figure 4 below. Commercial development is located across Keene Road to the north of the site; and two single family residences on large lots are located to the east of the site.

Residential Densities of Adjacent Subdivisions

Subdivision	Acres in Plat	Number of Lots	Density (lots/acre)
Country Ridge Phase 1	108.55	101	.93
Badger Den Phase 1	7.62	19	2.49
Julianna Heights Phase 1	28.57	42	1.47
Bordeaux Grove	5.43	16	2.94
Vineyards Phase 1	6.68	20	2.99
Vineyards Phase 2	17.12	48	2.80
Applewood Estates	30.91	78	2.52
Averages	204.88	324	1.58

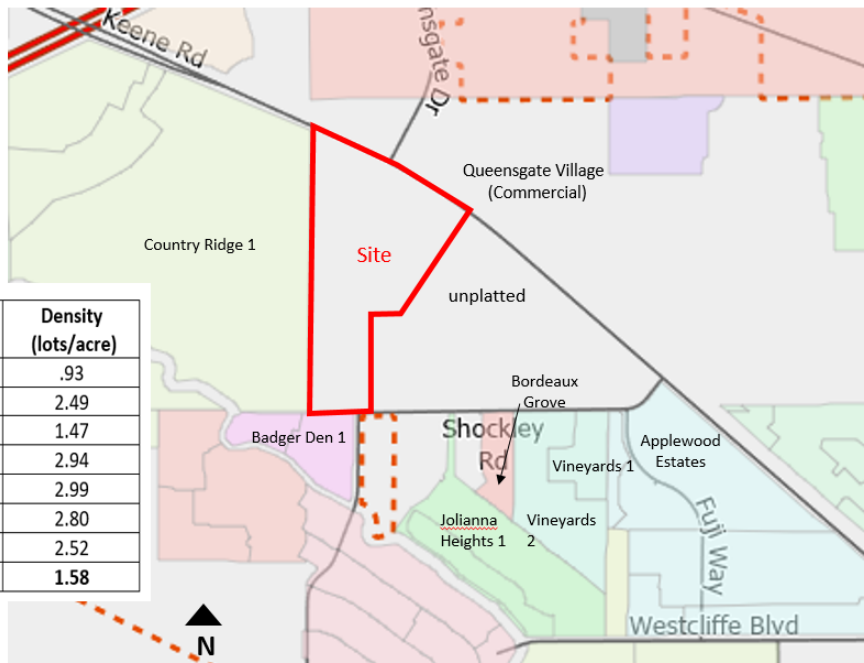


Figure 4: Existing Residential Densities of Adjacent Subdivisions

History

In 2010 a group of six property owners approached the City to amend the comprehensive plan for this site. Objections to the proposal from the adjacent landowners in the Country Ridge development resulted in the City entering into a development agreement with the landowners (Richland Contract #92-10). Over time the ownership of the property changed. Now, Columbia Valley Property Holdings, LLC acquired the property. Some modifications to the agreement were approved by the City earlier this year. (Copies of both the original and revised agreements are attached.) The Queensgate South project has been designed to comply with the provisions of both the comprehensive plan and the development agreement.

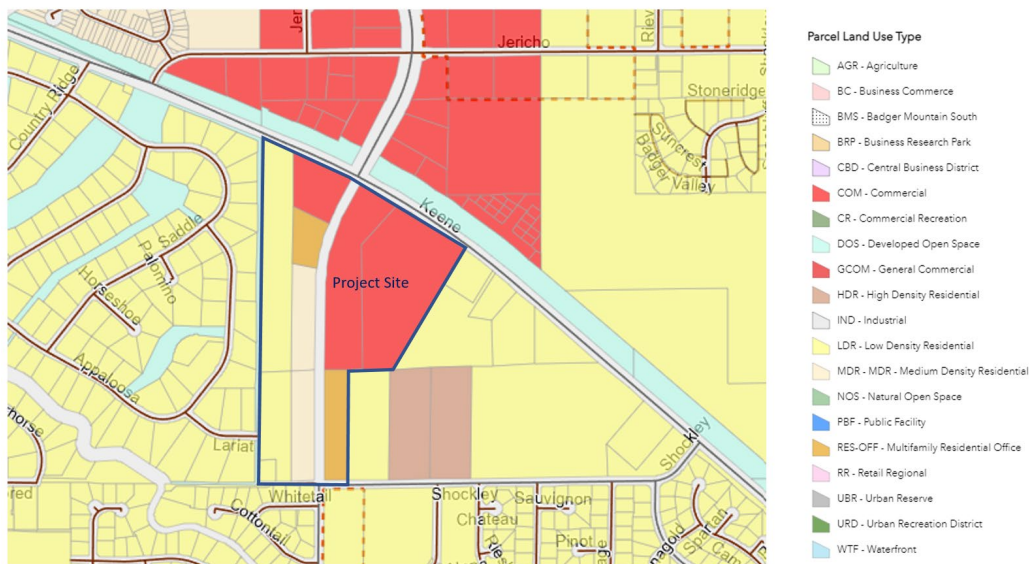


Figure 5: Comprehensive Plan Land Use Map

Zoning

Existing zoning of the site is agricultural and suburban agriculture. The proposed PUD zoning would follow the comprehensive plan designations established by the City in 2010, with low density residential along the westerly property boundary adjacent to the Country Ridge neighborhood that is proposed to be developed with 19 lots meeting the City's R-1-12 zoning standards. The proposed townhomes would be located on the portion of the site designated as Medium Density Residential and Multi-Family Residential/Office. The remainder of the site would be developed under a future Phase II PUD application

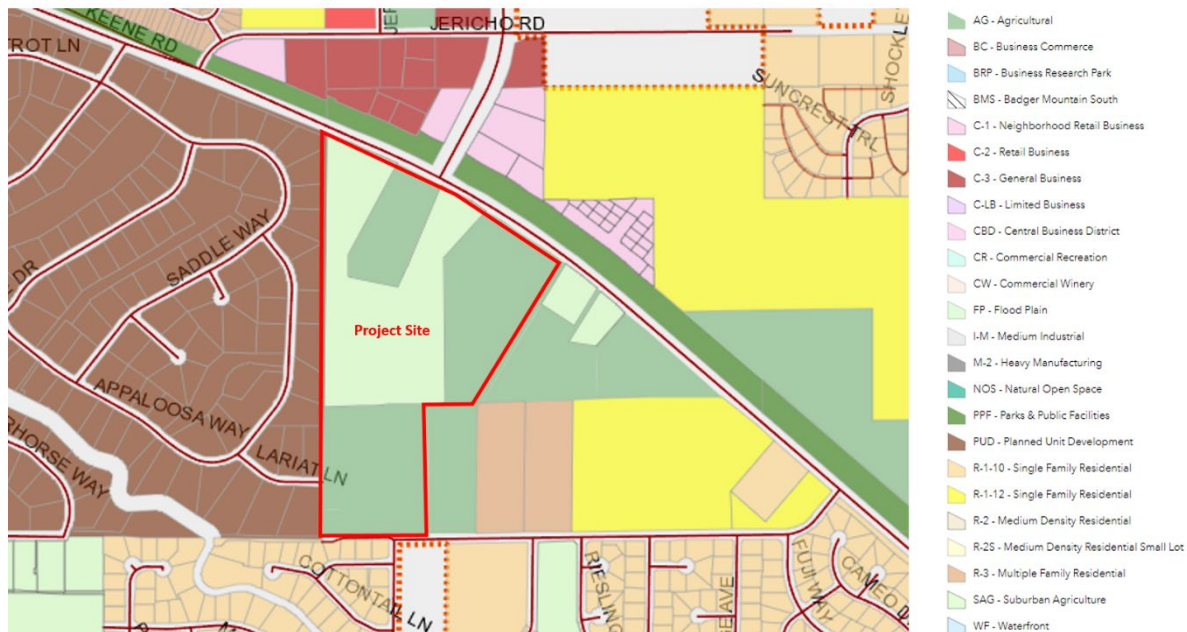


Figure 6: Existing Zoning Map

Transportation

The City's Transportation Plan calls for the extension of Queensgate Drive, an arterial collector street, across the site as part of its Functionally Classified Street Network. Under full buildout, Queensgate South will fully build this arterial street, with multiple travel lanes, turn lanes, a roundabout, bicycle paths and pedestrian walkways. Phase I construction would result in the following Queensgate improvements: Extension of Queensgate Drive north from Shockley Road adjacent to Phase I development to include three vehicle lanes, bike lanes and sidewalks to meet City collector street standards. The remaining portions of Queensgate Drive to Keene Road would be constructed with two lanes, meeting the City's rural street development standard.

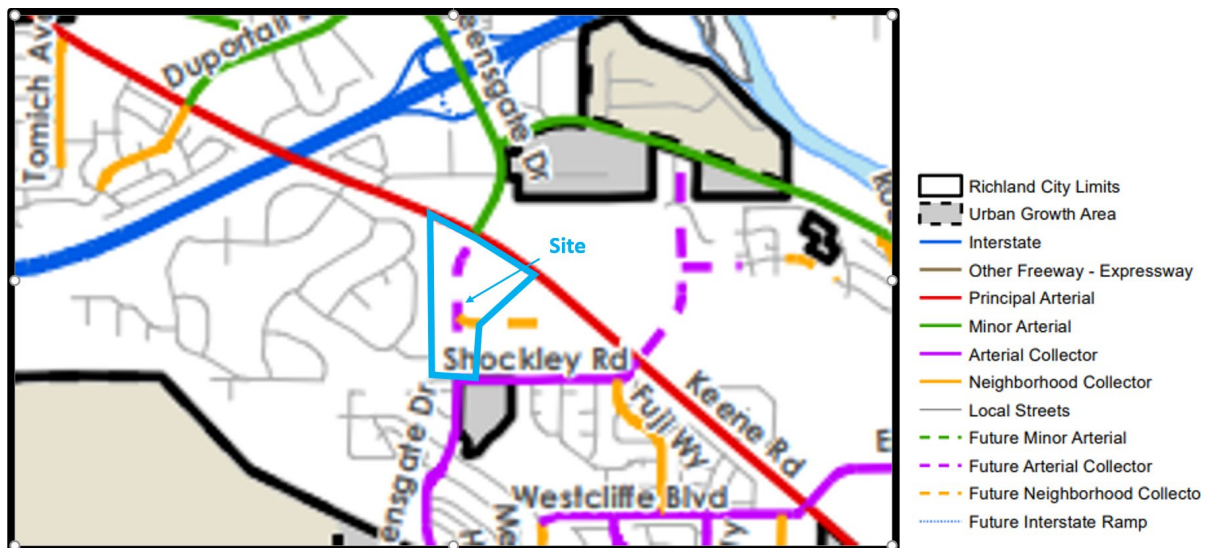


Figure 7: Richland Functionally Classified Street Network Plan

Other streets included in the Phase I project would be built to local street standards as defined in the municipal code and would provide for 2 travel lanes, on-street parking and turn-around areas large enough to accommodate emergency vehicles. Lambert Drive, the street that would access the low density residential lots would be connected to Lariat Lane, a street that borders the western boundary of the site and provides a connection to the adjacent Country Ridge neighborhood.

Site Characteristics

The site is largely free from natural constraints to development, as illustrated by Richland's critical areas map that shows that there are no known critical areas on-site which would limit development. Studies completed for the proposed development include a detailed soils survey, a geotechnical report, a site survey and topographic survey and a cultural resources report. All of these documents are attached.

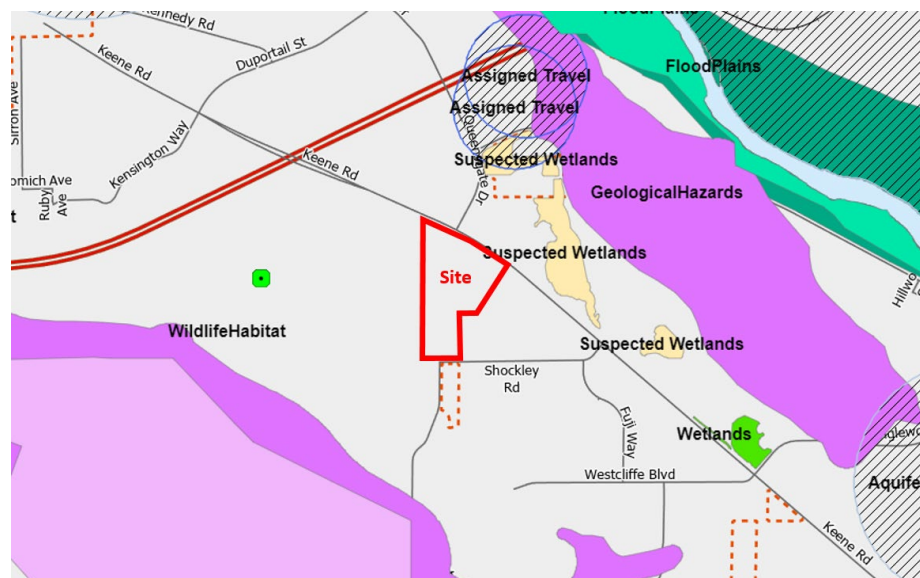


Figure 8: Richland's Critical Areas Map

Within Phase I development there are four open space tracts, totaling 2.88 acres in area. These open space tracts would accomplish several purposes. First, a small open space tract extending between the proposed Chelan Drive and Queensgate Drive would provide a mid-block pedestrian connection to encourage pedestrian activity within the townhome neighborhood. As Phase II develops, additional pedestrian connections would be provided between the townhome and commercial portions of the site. Two open space tracts would be placed directly opposite a street intersection so that vehicles turning from Queensgate Drive into the townhome neighborhood would have a point of visual interest and would avoid a situation where turning cars would shine their headlights directly into homes. The fourth open space area will provide some separation between the townhomes and the proposed commercial development to the north that is planned for Phase II.



Landscaping

The site plan illustrates the proposed development layout. It features a large rectangular area on the left labeled "FUTURE PHASE" in blue, which is currently undeveloped. To the right of this area, there are several existing buildings, including a large industrial-style building and several smaller structures. A road runs along the top and right sides of the site. The plan also shows various landscaping elements, such as trees and green spaces, and a parking area. The overall layout suggests a planned expansion of the existing industrial or commercial site.

Figure 10: Landscaping Plan

Townhome Development

The proposed townhomes are 3 story structures, with garages on the first level and living spaces on the upper two levels. The units would be clustered together generally in groups of four units with a 10 foot setback between groups of buildings; however; one grouping of buildings will contain six units. The development is arranged so that units fronting on Queensgate Drive would be accessed from the local side street, so that no unit would have direct access onto Queensgate.

Each unit would have a two car garage and a driveway that could accommodate two additional off-street parking spaces. The rendering below is an example of how the townhomes would appear. Additional renderings are attached.



Figure 11: Architectural Rendering of Townhomes

Development Standard	Townhomes
Minimum Lot Size – One-Family Attached Dwelling	1,525 sq. ft.
Minimum Lot Width – One-Family Attached Dwelling	25 ft.
Minimum Front Yard Setback	20 feet garage level 12 feet upper stories
Minimum Side Yard Setback	0 feet interior unit/5 feet end unit
Minimum Rear Yard Setback	15 feet
Maximum Lot Coverage ^a	65%
Maximum Building Height – Main Building	40 feet

Table 2: Townhome Development Standards

Single Family Residence Development

The proposed single family residential lots would form two tiers of lots along the westerly property boundary and would line both sides of Lambert Drive as called for the development agreement (See attached Contract

#92-10). These lots have been designed to be wide and shallow. This result is that there are fewer lots bordering the Country Ridge subdivision than there otherwise would be. The proposed lots average 150 feet in width as opposed to the 90 foot width mandated in the R-1-12 zoning standards. The reduction of 5 feet in the rear yard setback is mitigated by the presence of a 15 foot wide pedestrian easement that runs between the site and the Country Ridge neighborhood. Additionally, the six foot masonry wall that will be built along the property boundary provides adequate separation between the two projects. Reduction of the front yard setback is again a minor deviation that wouldn't generally be noticeable to passersby and still provides adequate room for off-street parking in the driveway area. These two minor setback reductions allow an additional 15 feet of building envelope on each lot and will provide home builders design flexibility to be able to build slightly larger and more attractive homes, thereby benefitting both the project and the adjacent neighborhood.

Development Standard	Single Family Lots
Average Lot Size	12,105 sq. ft.
Minimum Lot Size	11,218 sq. ft.
Front Yard Setback	15/20 feet*
Side Yard Setback	10 feet
Rear Yard Setback	15 feet
Setback from Private Access Easements	6 feet
Building Height	30 feet
Maximum Lot Coverage	40%
Accessory Building Height	16 feet

*15 foot setback living areas; 20 foot setback garage

Table 3: Single Family Lot Development Standards

Given the relatively wide and shallow nature of the single family lots, side entry garages may be an attractive option for homebuilders. In order to provide for this type of design, driveways may be placed along a side property boundary and may be shared with the adjacent lot. Driveway width shall be as determined by City standards. Accessory buildings shall be governed by the city zoning code provisions regulating the size and setbacks of detached accessory buildings as set forth in RMC 23.38.020. Fencing height limitations and locations shall be as specified in RMC 23.28.070.

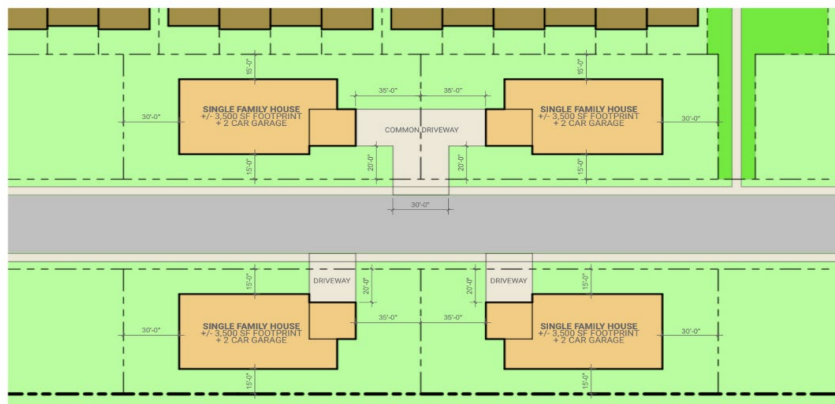


Figure 12: Potential Single Family Lot Configuration

Utilities

Utilities needed to serve the project include domestic water, sewer, electrical service and garbage collection to be provided by the City of Richland. Irrigation water would be provided by the Kennewick Irrigation District. Cascade would supply natural gas to the project. Spectrum would provide cable. Storm drainage would be retained on site. An existing City-owned storm pond located adjacent to the extreme southeastern corner of the property would remain in place. A series of new ponds would be located in the northwest corner of the site. Phase II development may require additional storm drainage facilities to be located along the northern boundary of the site, adjoining Keene Road. Specific details will be provided at the time that Phase II development plans are submitted for review.

Ownership

Individual townhome and single family residential lots will be sold. Townhome owners will be included in a Home Owners Association to maintain the open space areas within Phase I. This HOA would be expanded to include the townhome lots in Phase II of the project together with the open spaces set aside in that Phase of development.

Timing of Development

Phase I development will begin as soon as possible. Detailed engineering design will begin once preliminary plat and PUD approvals are granted. Construction of streets and utilities would immediately follow construction approvals and would be anticipated to start no later than the fall of 2023. Phase II preliminary design and preliminary PUD approval would begin by the fall of 2023, with the hope that commercial construction could be initiated in 2024. The development team respectfully requests that the City expedite its review of this project in order to facilitate this proposed development timeline.

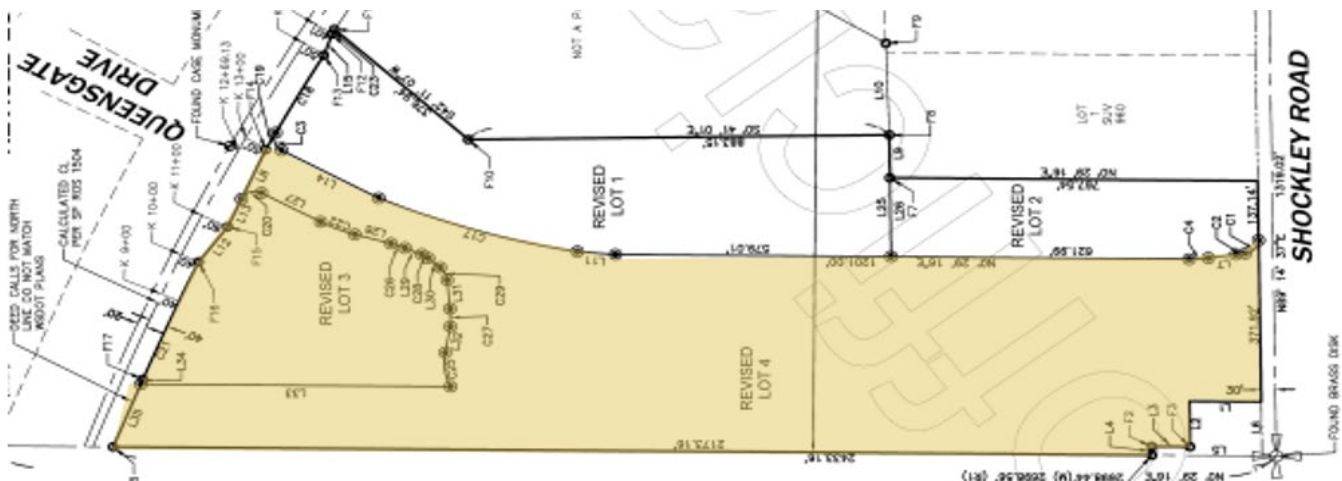


Figure 13: Boundary Line Adjustments

A boundary line adjustment was completed on the site in November. The Assessor's Office has not assigned new parcel numbers to correspond with the change in lot boundaries. Phase I of the project, located within the revised Lots 3 and 4 is highlighted in the figure above. Assessor Parcel Numbers assigned to the new lot boundaries for Revised Lot 3 is: 122983000002004. Revised Lot 4 is: 122983000003003.

NARRATIVE RESPONSE

In order for the City to approve an application for a Planned Unit Development and a Preliminary Plat, the Richland Municipal Code requires that specific criteria be met. The following is a discussion on how The Terraces at Queensgate South project meets these criteria:

1. RMC 23.50.030(B) Consideration of Reclassification to Planned Unit Development
2. RMC 24.12.053 Preliminary Plat – Required Findings
 - a. RMC 24.16 Design Standards
3. RMC 19.60.095 Required Findings for Type II and Type III Applications
4. Compliance with Provisions of Development Agreement – Contract #92-10

From RMC 23.50.030(B) Planned Unit Development Criteria

B. The hearing examiner shall conduct an open record public hearing and review of the request for reclassification to PUD and preliminary PUD plan approval as required by RMC Title 19 for Type IIIA permit application. The hearing examiner, after public hearing, shall recommend to the city council that the application be granted (with or without additional conditions) or denied. Such recommendation shall be based on the hearing examiner's determination of whether:

- 1. The PUD district development will be compatible with nearby developments and uses;*

Response: The project is consistent with the City's adopted comprehensive plan, which is evidence of the project's compatibility with nearby uses. The initial phase of development provides low-density single family residential lots along the westerly property boundary that abuts the low-density Country Ridge single family neighborhood. It includes townhome development in areas that are designated as medium density residential in the comprehensive plan. It provides for the extension of Queensgate Drive across the site in the location that the plan identifies for a future arterial street extension. Phase 2 of the project includes commercial development along the Keene Road corridor on lands that are designated for commercial development in the comprehensive plan and additional town home development along the Queensgate corridor in locations identified for multifamily residential and commercial development.

In addition, the Phase I portion of the project includes construction of a masonry wall along the western property boundary adjacent to a pedestrian/equestrian easement that runs along the boundary of the Country Ridge plat. The masonry wall would also be extended along the southern boundary of the site, adjacent to the Shockley Road right-of-way, providing separation between the proposed townhome development and the existing single family housing that abuts the southern boundary of Shockley Road. (Refer to the attached landscaping plan.)

The eastern boundary of the initial phase of development would be the Queensgate Drive corridor. Both the eastern and northern project boundaries are included in the second phase of development and specific buffering and/or landscaping will be determined at that stage of project development.

2. *Peripheral treatment ensures proper transition between PUD uses and nearby external uses and developments;*

Response: The project has been designed to match the adjacent low-density residential Country Ridge neighborhood that forms the western boundary of the project site. On the Country Ridge side of the project boundary there are 12 existing single family properties. The project proposes 9 low density single family residential lots along with a tract that will serve as the project's storm drainage basin. Adjacent to the Country Ridge properties, a 15 foot wide pedestrian/equestrian easement was created as part of the Country Ridge development. A six foot masonry wall will be constructed along this property boundary. Finally, Lariat Lane, a local street that serves the Country Ridge neighborhood terminates at the property boundary. The project provides for the extension of Lariat Lane, which will provide access to both the project's proposed single family residential lots while also providing another street connection into the Country Ridge neighborhood.

Along the southerly boundary of Phase I, the site directly fronts on Shockley Road. Single family homes in the R-10 Single Family Residential zoning district are located south of Shockley Road. The southerly edge of the project includes two large single family home lots in the southwestern corner of the site and one cluster of townhomes. The same masonry wall buffer that is proposed for the western boundary of the site would be extended along southern boundary as well.

The eastern and northern boundaries of Phase I do not abut the exterior boundaries of the project site. Future phases call for the development of townhomes along a portion of the eastern and southern borders and commercial development along a portion of the eastern and northern borders. Specific details regarding transition and buffers will be addressed in a Phase II submittal.

3. *The development will be consistent with the comprehensive plan and with the purpose of the PUD district;*

Response – Consistency with comprehensive plan: The western boundary of the site is designated as Low Density Residential (0-5 dwelling units/acre). The proposed single family lots, with a net density of 2.66 units/acre fall within the middle of this range. The remainder of the Phase I area is designed as Medium Density Residential (5 – 10 units/acre). The townhomes with a density of 8.52 units/acre fall within the range of the medium density plan designation. Additionally, the plan calls for the extension of Queensgate Drive, a minor arterial street, to be extended across the site between Keene and Shockley Roads. The proposed project makes provision for this road extension.

Additionally, the project will help to implement the following goals and policies contained within the City's comprehensive plan:

LU Goal 1: Plan for growth within the urban growth area and promote compatible land use.

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

Comment: The site is located inside both City limits and urban growth area boundaries; is surrounded by developed properties and so qualifies as infill development, and so is consistent with policy #2. The project would be compatible with adjacent land uses and so is consistent with the overall intent of this goal.

LU Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial, industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Policy 2: Ensure that adequate public services are provided in a reasonable time frame for new developments.

Policy 3: Ensure that the intent of the land use and districts are maintained.

Comment: The project will result in mixed use development that will incorporate different housing types and densities, make an important arterial street connection and provide needed commercial services along Keene Road, the major street corridor in South Richland. It will include an urban open space amenity and attractive landscaping along street corridors. Utility infrastructure is in place to be extended into the site to support the project. Trails and parks are both within walking distance of the site and provide an important amenity to the project.

LU Goal 3: Maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1: Distribute residential uses and densities throughout the urban growth area consistent with the City's vision.

Policy 2: Encourage higher residential densities especially in and near the Central Business District area.

Policy 3: Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

Comment: The project will result in development that is consistent with both the City's comprehensive plan and a 2010 development agreement. It includes both low density single family residential lots and medium density townhome development utilizing a planned unit development and platting process to achieve this mixed-use development project. The site is well situated for a higher density residential project, given its proximity to the City's arterial street system.

LU Goal 5: Ensure connectivity that enhances community access and promotes physical, social, and overall well-being so residents can live healthier and more active lives.

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

Policy 2: Promote pedestrian and bicycle circulation throughout the community by connecting with the infrastructure and the City's network of parks and trail system.

Comment: The project will result in the extension of Queensgate Drive from Keene Road to Shockley Road, an important connection in Richland's transportation network. The roadway corridor includes accommodation for vehicles, bicycles and pedestrians and is consistent with Richland's adopted complete streets policies. The proposed commercial land included within the second phase of development will provide commercial services in close proximity to both new and existing residential neighborhoods and will provide pedestrian pathways between residential and commercial land uses. Further, these new residences will be located in close proximity to the Keene Road trail corridor.

UD Goal 1: Create a physically attractive and culturally vibrant, pedestrian- and bicycle-friendly environment in the City.

Policy 1: Establish and enhance the positive attributes of residential, commercial, central business, and other districts with appropriate transition between them.

Policy 2: Encourage redevelopment and upgrade of suitable commercial areas.

Policy 3: Improve streetscape and connectivity for safe and pedestrian friendly environments.

Comment: *The project will accommodate pedestrian and bicycle routes through the project site, providing for pedestrian access between proposed commercial and residential land uses. The proposed commercial uses in Phase II of the project will provide additional commercial services along the Keene Road corridor, while making good use of grade changes and landscaping to provide an effective transition between planned residential and commercial uses. The use of landscaping and street trees will ensure that the project maintains a physically attractive appearance for pedestrians.*

HE Goal 1: Provide a range of housing densities, sizes, and types for all income and age groups of the Richland community.

Policy 1: Ensure that the comprehensive plan and development regulations allow for a variety of housing types, sizes, densities, and lot configurations such as small lot single family housing, multi-family housing, mixed-use development, cluster development, live/work housing, cohousing, accessory dwelling units, single room occupancy units, zero lot line and similar subdivisions, and planned unit developments.

Policy 4: Promote and provide incentives (such as zoning/rezoning, revised regulations, and provision of infrastructure) for infill development and redevelopment, while respecting the character and scale of the existing neighborhood.

Policy 6: Plan for an adequate supply of land in appropriate land use designations and zoning categories to accommodate projected household growth, while accommodating other commercial, industrial, and open space needs of the City.

Comment: The project includes both single family detached housing and townhome development and so provides for a variety of housing types utilizing the planned unit development process. The townhome portions of the project will provide an attractive alternative for home ownership for individuals desiring a more urban setting with both commercial services and the Keene Road trail corridor in close proximity. The project qualifies as infill development. The design of the project both protects existing neighborhoods and takes advantage of its proximity to a needed arterial street extension.

Response – Consistency with purpose of Planned Unit Development Ordinance: According to Section 25.50.010 of the Richland Municipal Code, the purpose of a planned unit development is as follows: “provide opportunities to create a more desirable environment through the application of flexible design and development standards to tracts of land under common ownership or control. Planned unit development is intended to encourage the use of new and improved techniques and technology in community development and continued maintenance. It is intended to achieve economics in development and maintenance while providing privacy, usable open space, safe pedestrian and vehicular circulation, and compatible relationships between different uses. “

The Planned Unit Development approval is requested to achieve greater flexibility in design standards. Specifically, the single family lots proposed along the westerly portion of the site would meet all R-1-12 standards in terms of use, building height, lot coverage and size, with a minor deviation in setback standards. This slight reduction in front and rear setbacks from R-1-12 standards will ensure a reasonable building footprint for lots that are relatively shallow, while still maintaining the look and feel of R-1-12 zoning standards. The proposed townhome development will provide a housing product that is in high demand, given the rising cost of land and construction, while maintaining an attractive and efficient standard that could not be achieved under standard city zoning. The project provides for a necessary extension the City’s arterial street system, with a well-designed plan for vehicular, pedestrian and bicycle circulation, in an attractive setting with street trees and landscaped open space areas.

4. *The development can be completed within a reasonable period of time.*

Response: Following preliminary approval, detailed development plans required by the PUD and subdivision ordinances will be prepared and submitted to the City as soon as possible. Construction of streets and utility line extensions called for in Phase I development are planned to be completed in the fall of 2023, with housing construction to follow immediately after that.

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;*

Response: Chapter 24.16 of the Municipal Code establishes design standards for plats. Specific standards and comments are detailed below:

Code Requirement: 24.16.010 states that the alignment of streets shall conform to the comprehensive plan as nearly as possible.

Response: *The project plans for the extension of Queensgate Drive through the project site, providing a connection between Keene and Shockley Roads, as contemplated in the City's Future Functionally Classified Street Network (refer to Figure 7). Additionally, the project provides for the extension of Lariat Lane, a local street, as called for in the existing development agreement that is in place to regulate the future development of the site.*

Code Requirement: 24.16.020 requires the layout of streets to provide for the continuation of principal streets in adjoining subdivisions for future projection of streets into areas which are not subdivided.

Response: *The project provides for the extension of Lariat Lane, which serves as a local street for the adjoining Country Ridge neighborhood. Lariat Lane would be extended to tie into the Queensgate Drive arterial street extension, satisfying both the design criteria and the provisions of the development agreement that has been established for this property.*

Code Requirement: 24.16.030 requires that subdivisions bordering a body of water shall provide at least one street access to such body of water.

Response: *This standard is not applicable to the project, as there are no bodies of water in proximity to the site.*

Code Requirement: 24.16.040 requires streets which serve primarily to provide access to abutting property only shall be designed to discourage through traffic.

Response: *The extension of Lariat Lane is intended to serve local traffic only and so has been designed as a local street section and as mandated in the development agreement established for this property, extends more than 1,200 lineal feet in a north-south orientation before it turns to the east to connect with Queensgate Drive. The other local street planned in Phase I development is Chelan Drive, which would connect to Queensgate Drive and terminate in a dead-end at both the northern and southern ends of the street.*

Code Requirement: 24.16.050 requires that dead-end streets be 400 feet or less in length and provided with a cul-de-sac or “Y” or “T” turnaround with a minimum radius of 50 feet.

Response: *Both ends of Chelan Drive are proposed to be dead-end roads with “T” turnarounds. The southern end of Chelan Drive would be approximately 380 feet and the northern end would be less than 300 feet in length.*

Code Requirement: 24.16.060 requires that “limited access” streets be dedicated in such a manner as to qualify them as “limited access facilities”.

Response: *The project has been designed so that all residential lots fronting on Queensgate Drive, an arterial street, are provided access from an adjoining local street. In Phase 1 development, Chelan Drive would provide access to the proposed townhome lots. A note shall be placed on the final plat specifying that direct access onto Queensgate Drive is prohibited for all townhome lots that contain frontage along Queensgate Drive. The commercial development proposed as part of Phase II will require commercial driveways to maintain a minimum setback from the Keene Road/Queensgate intersection. Driveway locations will be addressed with greater specificity when an application for Phase II development is submitted to the City for review.*

Code Requirement: 24.16.070 requires that connecting street centerlines that deflect from each other by more than 10 degrees shall be connected by a horizontal curve.

Response: *The proposed street design of Phase I meets this standard.*

Code Requirement: 24.16.080 requires that street intersections shall be at right angles to the greatest degree practicable.

Response: *All proposed street intersections within Phase I development are designed at 90 degree angles and so meet this standard.*

Code Requirement: 24.16.090 requires that streets maintain centerline offsets of at least 125 feet.

Response: *The project is designed to avoid centerline offsets within the proposed street system.*

Code Requirement: 24.16.100 requires that streets conform to the natural grade of the land, with minimum grades of .5%. Maximum grades allowed are as established by AASHTO for major streets and 10% for minor streets.

Response: *Streets within Phase I development include local streets that have a maximum grade of less than 10%. Queensgate Drive, an arterial street is designed with a 2% grade within the Phase I development area.*

Code Requirement: 24.16.110 requires that street rights-of-way meet the comprehensive plan and shall not be less than the 60 feet for arterial collector streets; 54 feet for neighborhood collector and local streets; and 40 feet for single frontage local streets.

Response: *The City's Future Functionally Classified Street Network Plan identifies the Queensgate extension as a minor arterial street. The proposed design for Queensgate for the fully developed project includes a 72 foot wide right of way with a roundabout located several hundred feet from Queensgate's intersection with Keene Road. Sidewalks, bicycle paths and turn lanes will be incorporated into the street design in coordination with City Public Works staff. For the initial phase of development, Queensgate Drive will be built to a rural street standard, providing a connection between Shockley Road and Keene Road. All other streets within Phase I, both Lambert and Chelan Drives, are classified as local streets and meet the 54 foot wide right-of-way requirement.*

Note: The RMC does not include a section 24.16.120.

Code Requirement: 24.16.130 states that alleys are prohibited in residential areas but required in commercial areas.

Response: *Phase I does not include any commercial properties and no alleys are proposed within the Phase I residential area.*

Code Requirement: 24.16.140 provides standards for alleys.

Response: *This standard is not applicable to Phase I development.*

Code Requirement: 24.16.150 requires easements along the side and rear property boundaries of at least 5 feet in width when needed.

Response: *The proposed plat includes easements alongside the rear property boundaries for all single family lots along the western portion of the Phase I development site. All townhome lots include an easement along the rear property boundaries and side yard easements for those lots that do not have zero foot setbacks.*

Code Requirement: 24.16.160 requires that easements for high-voltage electrical lines, irrigation canals and pondage areas shall be of sufficient width for their intended purpose including necessary maintenance roads.

Response: *High voltage electrical lines and irrigation canals are not located on the site. A storm pond facility proposed for the northwestern corner of the Phase I development site will be located within an open space tract. Specific easement widths will be identified when final plans for the development are submitted for City review.*

Code Requirement: 24.16.170 requires that any watercourse or drainage way that traverses the site shall be provided a stormwater easement or drainage right-of-way.

Response: *The plan calls for a stormwater easement that would run adjacent to the westerly property boundary to direct stormwater runoff to drainage ponds located at the northwestern corner of the site. Adequate easement widths for this storm drain line will be identified on the final plat.*

Code Requirement: 24.16.180 requires that block lengths not exceed 1,500 feet or be less than 500 feet.

Response: *The proposed layout of the Phase I development project includes a block length of approximately 500 feet for Chelan Drive and a block length of approximately 1,260 feet for Lambert Drive.*

Code Requirement: 24.16.190 requires that block width be sufficient to allow for two tiers of lots except in the instance of reverse-frontage parcels.

Response: *All blocks have been designed to contain two tiers of lots except in the case of the lots that contain frontage along Queensgate Drive. These blocks are reverse frontage parcels that will be accessed only from the Chelan Drive and not from Queensgate Drive.*

Code Requirement: 24.16.200 regulates large parcel subdivisions, for parcels larger than ½ acre in size.

Response: *This regulation is not applicable to this project.*

Code Requirement: 24.16.210 requires that a mid-block crosswalk be provided on blocks more than 1,000 feet in length or on shorter blocks where essential to provided circulation or access to schools, playgrounds, shopping centers or similar facilities.

Response: *A pedestrian walkway is provided along the northern portion of Lambert Drive, which is the only block in the proposed development that is longer than 1,000 feet. A mid-block pedestrian walk is also proposed between Chelan Drive and Queensgate Drive to promote better pedestrian access.*

Code Requirement: 24.16.220 requires that every lot shall have satisfactory access to a public street or other legally sufficient permanent right of access.

Response: *All lots within the project have been designed to include direct access onto a public street, except for two single-family lots located in the extreme southwestern portion of the site. These two lots would be served by a permanent access easement that would connect the lots to Lambert Drive.*

Code Requirement: 24.16.230 provides that corner lots shall have extra width to provide for appropriate setbacks from streets.

Response: *All townhome corner lots have been provided additional area to accommodate a 5 foot setback.*

Code Requirement: 24.16.240 requires that lots shall be as nearly rectangular as possible with side lot lines that are approximately perpendicular to streets, ordinarily with a ratio of width to depth of one to not more than two and one fourth.

Response: *The design of the project provides for lots that are rectangular and perpendicular to streets. Interior townhome lots, typically measure 27.5 feet by 61 feet and so meet this standard. End townhome lots are generally proposed to be 32.5 feet by 61 feet and so are also consistent with this standard. The single family home lots along Lambert Drive are generally 160 feet wide and 75 feet deep. These lots are wider than is typical for 12,000 square foot lots with the result being that there are fewer lots located along the western property boundary shared with the Country Ridge neighborhood. Over the common property boundary which extends 1,635 feet between the site and Country Ridge, there are only ten lots proposed. As one objective of the development agreement with the City was to limit the density of development on this portion of the site, the wider lots help to achieve this goal.*

Code Requirement: 24.16.250 requires that key lots be avoided.

Response: *The project does not include any key lots.*

Code Requirement: 24.16.260 requires that double frontage lots be avoided except when they are essential to provide separation between residential development and arterial traffic.

Response: *There are no double frontage lots proposed except those that are adjacent to Queensgate Drive, which is a limited access street.*

Code Requirement: 24.16.270 requires that lots not connecting to sewer be of a sufficient size to accommodate septic system in accordance with health department requirements.

Response: *All lots within the project are proposed to be connected to the City sewer system.*

Note: The RMC does not include a section 24.16.280

Code Requirement: 24.16.290 requires driveway separation along major arterial streets of at least 300 feet.

Response: *The project proposes street intersections along Queensgate Drive that are approximately 500 feet apart. No lots fronting on Queensgate Drive will be afforded direct access*

onto Queensgate. In the Phase II development area, the commercial portions of the site will be designed to meet this standard.

- 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;*

Response: The public health, safety and general welfare would be served by approval of this project as it complies with the City's subdivision design standards, including street width and improvement standards and utility standards including placement of fire hydrants. Further, the project is consistent with the City's comprehensive plan and the development agreement that regulates this property. The proposal includes the following provisions:

- Open space: Common open spaces within Phase I include a landscaped drainage pond tract in the northwestern corner of the site; a landscape tract located at the northern end of the Townhome development area providing a separation between the townhomes and the commercial development planned for Phase II and two open space tracts along Chelan Drive and a small open space tract that would provide for pedestrian access between Chelan Drive and Queensgate Drive.
- Drainage ways: A storm drainage system will be designed to collect, treat and route storm water runoff generated on-site to a storm pond located in the northwest corner of the site. Phase II development will include some storm drainage facilities along the Keene Road corridor.
- Streets: Streets have been designed to meet City standards for improvement width, grade, drainage, curbs and sidewalks. Further, proposed streets will meet the City's requirements for complete streets with provisions for bicycle lanes and pedestrian walkways. Queensgate Drive, an arterial street is proposed to extend across the site in a manner that is consistent with the City's Transportation Plan. Lambert Drive, a local street is proposed to be an extension of Lariat Lane, as required under the development agreement that pertains to this site. Traffic impacts generated by the project will be offset both through the construction of this important Queensgate Drive arterial street connection and through the payment of traffic mitigation fees as mandated by City code when homes are constructed on-site.
- Potable water: The project will be connected to the City's municipal water system.
- Sanitary waste: The project will be connected to the City's municipal sewage system.
- Parks & recreation: The site is well situated to take advantage of existing City park facilities, including the Keene Road trail corridor, the Badger Mountain Community Park, the Trailhead Community Park and Gala Park. Impacts to the City park system generated by the future residents of The Terraces at Queensgate South will be offset by the park mitigation fees that will be paid to the City at the time that homes are constructed.

- **Playgrounds:** The open space tracts within the Phase I site may be improved with some playground equipment and/or park furniture. Specific plans will be included with Final PUD plans.
- The site is located within the Richland School District. Existing school facilities within the South Richland area include Badger Mountain Elementary, Orchard Elementary and White Bluffs Elementary schools.
- **Sidewalks/Safe Walking Conditions:** Development of the site will include sidewalks along all public streets. Additionally, pedestrian walkways will be provided in various locations throughout the single family and townhome portions of the site.

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

Response: The public use and interest is served by development that is consistent with the City's comprehensive plan and development regulations. This proposal demonstrates that consistency as detailed in the responses provided above. In addition, development of the project will complete an important link in the City's transportation plan through the extension of Queensgate Drive. It will provide relatively higher density residential development in a central location that has easy access to: arterial streets and the freeway; to a number of public facilities including schools and parks and to existing and proposed commercial services. Townhome development as proposed in this project, makes efficient use of both land and construction materials and so is helpful in keeping housing somewhat affordable in a time when real estate prices are rapidly escalating. The mixed use nature of the project will provide for an interesting, attractive and vibrant community that will be an asset to the community and a desirable place to both live and shop.

RMC 19.60.095(D) Required Findings for Type II and Type III Applications

D. The application is consistent with the requirements of RMC 19.60.095, which reads as follows: 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.

Response: As detailed above, the application is consistent with the comprehensive plan in a variety of ways. The project is consistent with the land use map which identifies desired future land uses. It provides for the extension of an arterial street, which is an important component of the City's transportation plan. The project is also consistent with and implements a variety of goals and policies found in the plan (see discussion beginning on page 15 above for details.) Additionally, the project is consistent with both the provisions of the City's PUD ordinance (refer to discussion on page 18 above) and the City's subdivision regulations as described beginning on page 19).

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

Response: The SEPA checklist prepared for this application referenced a number of studies that have been prepared for this project, including a survey and topographic map, a custom soils report, a geotechnical evaluation, a cultural resources report and a traffic analysis. Additionally, the project is committed to development of the property in a manner that is consistent with the City's PUD ordinance and subdivision regulations, the comprehensive plan land use map, several goal and policy statements from the comprehensive plan, the transportation plan calling for the extension of Queensgate Drive, the development agreement that is in place on the property, engineering standards for road design and utility line extensions, conformance with storm drainage standards, state energy and building code requirements, outdoor lighting standards, and City codes requiring payment of traffic and park mitigation fees. In summary, the project has addressed and mitigated all environmental impacts of the project in a manner consistent with City plans and regulations.

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

Response: The proposed PUD promotes and protects public health, safety and welfare in the following ways:

- Provides for 109 new housing units during a time of increased demand for housing;
- Provides for a mix of uses and housing types that will add interest and vibrancy to the South Richland area;

- Provides housing in a location that is conveniently located to commercial facilities, parks, trails, schools and major transportation corridors, including bus routes;
- Makes efficient use of both land and building materials and so will help to alleviate the already high and increasing costs of housing;
- Includes provisions to provide adequate buffers to the adjacent low density residential neighborhood;
- Provides for the extension of an arterial street that is a key component to the City's transportation plan;
- Designed with streets meeting City standards and so provides access for emergency vehicles;
- Provides for utility extensions to provide adequate domestic water, irrigation water, fire flow, sewage disposal and electrical power in a manner that meets city standards;
- Maintains appropriate setbacks and open spaces to ensure adequate light, air and access for the future residents of the development;
- Includes a well-considered plan for the development of future phases of the site through the provision of commercial services that will benefit the residential uses in Phase I as well as surrounding neighborhoods;
- Provides for vehicular, pedestrian and bicycle access in a manner that is consistent with the City's complete streets standards; and
- Includes street design that will provide for improved traffic flow through the neighborhood and safe access for the future residents of the development.

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.

Response: The attached traffic analysis prepared by PBS demonstrates that the project, at both full completion and completion of Phase I will not result in any street segments falling below level of service D, provided that improvements to Queensgate Drive are completed in the manner prescribed in the traffic analysis.

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.

Response: This determination will need to be made by the City during the review of this proposal. Conditions of approval attached to the project will need to address the conditions outlined in the development agreement between the City and the property owner as specified in Richland Contract #92-10 as revised (copies attached.)

Contract #92-10 Section 10 of Development Agreement

The project site is subject to a development agreement that the City originally entered into with the property owners in 2010. The agreement (Contract #92-10) was modified in 2021. Section 10 of the agreement includes the following provisions regulating the development of the site.

- a) *A buffer area of low density residential designated along the westerly property boundary of the site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acres (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.*

Response: The low density area is proposed to be developed as part of the PUD and Phase 1 of subdivision. Net density for this portion of the site is 2.6 lots/acre, falling well below the 3 unit/acre standard contained in the development agreement. Two tiers of lots, separated by Lambert Drive adhere to the two tiers of lots requirement of the agreement. Rear yards of the lots abutting the Country Ridge property boundary satisfy the required conditions. Lots meet all R-1-12 zoning standards, except for proposed front and rear front yard setbacks.

The rationale for utilizing different setbacks is based on the shallow, wide lots that form this buffer area. With lots 75 feet in depth, standard setbacks would provide for a building envelope that is only 30 feet deep. Enlarging the building envelope by reducing both the front and rear setbacks gives home builders a 45 foot deep building envelope and affords much greater flexibility to build attractive homes. (Note: the proposed setbacks are 15 foot rear yard and 15 foot front yard for living areas. Garages would still need to meet a 20 foot setback standard to allow parking in the driveway.) A reduction of 10 feet in the rear yard setback would hardly be noticeable to the adjacent Country Ridge homeowners, particularly since there is a pedestrian/equestrian easement that runs between Country Ridge and the project site. Further, a six foot tall masonry wall will be built along the entirety of the western property boundary.

The net effect is that wide and shallow lots proposed for the project mean that there are fewer lots abutting the Country Ridge neighborhood. The proposal calls for nine single family home lots along the Country Ridge border. If minimum width R-1-12 lots (minimum lot width of 90 feet) were constructed along the western property boundary, there would be up to sixteen lots. The lesser rear yard setback is appropriately mitigated by the combination of fewer lots, the additional separation created by the pedestrian easement and the construction of a masonry wall. Finally, the larger building envelope afforded by the setback reduction will allow for greater size and flexibility in home design which would also benefit the

Country Ridge neighborhood, as larger homes will ensure that homes of similar size and value can be constructed adjacent to Country Ridge. The design of the project meets the overall intent of the R-1-12 zoning and the conditions of the development agreement.

- b) *Areas that are designated as Medium Density Residential in the comprehensive plan; may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwellings units per acre.*

Response: Net density of the low density single family portion of the project is 2.6 units/acre. The net density of the townhome portion of the project is 8.5 units/acre and the overall net density of the Phase I portion of the development is 6.08 units/acre, all well within the parameters set in the development agreement.

- c) *A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivision.*

Response: A masonry meeting the standards established in the development agreement is proposed to be built along the boundary with the Country Ridge subdivision. Specific design plans for the wall will be included with the Final PUD application.

- d) *The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots*

shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee

Response: Full development of the site will include complete improvements of Queensgate Drive to a minor arterial standard with multiple travel lanes, turn lanes, a roundabout, bicycle paths and sidewalks. The development team has been working closely with City staff to coordinate on general design of this road corridor. For the initial phase of development, Queensgate Drive will be dedicated and constructed as a rural street standard from Keene Road across the Phase II portion of the site. Full street improvements would be constructed along the Phase I portion of the site. The proposed plat acknowledges that no direct access from residential lots will be allowed from Queensgate Drive.

- e) *Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:*
- 1. Building setbacks;*
 - 2. Maximum building height;*
 - 3. Landscape screening and/or fencing;*
 - 4. Restrictions on outdoor lighting;*
 - 5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.*
- The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.*

Response: The eastern boundary is part of Phase II and so will be addressed in the future when a PUD application is brought forward for Phase II.

- f) *Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.*

Response: The development team has worked closely with city staff to coordinate potential locations for access onto Keene Road. Current plans call for a 300' separation between Queensgate/Keene intersection and the nearest driveway into the site. Specific road and driveway locations will be provided when a PUD application is submitted for Phase II of the development.

- g) *Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as*

Multifamily/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than forty (40) feet on portions of the Site zoned commercial west of Queensgate Drive.

Response: The proposal calls for PUD zoning for the entirety of the Phase I site. Single family lots to be constructed under R-1-12 development standards and proposed townhomes would be developed under standards as shown in the PUD application. Proposed building heights within the Single family portion of the site would be 30 feet as set forth in the R-1-12 zone. Townhome building heights would be a maximum of 40 feet. Commercial development will be addressed in specific detail when a PUD application for Phase II is submitted to the City.

- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.*

Response: Commercial development is proposed in the Phase II portion of the project and will be designed to be consistent with these standards.

- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.*

Response: The Low density portions of the site are included in both the Phase I pre plat and PUD applications.

- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension from Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the County Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.*

Response: The development team acknowledges the benefit of providing multiple road connections to new developments that tie into the existing street system to the greatest extent practical for improved traffic circulation. We further recognize that the connection to

Lariat Lane provides potentially greater benefit to the Country Ridge neighborhood than it does to the Terraces at Queensgate South. Any level of connection between the two projects would function equally well for The Terraces at Queensgate South. The City will need to make a determination as to what level of connection is most appropriate.

The current design meets the requirements of this condition: Lambert Drive extends some 1,200 feet in a north-south orientation before it curves to the east to connect with Queensgate Drive. The current design contemplates a full connection with Lariat Lane, but such design can be modified to insert traffic calming measures, or limitations on through access as determined by the City.

- k) *The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with items a through j as listed above.*

Response: The only deviation from typical zoning standards requested is the minor reduction in setbacks for the R-1-12 lots along the western property boundary, which is permissible under the provisions of the PUD application process. No adjustments to zoning boundaries are contemplated in Phase I development.

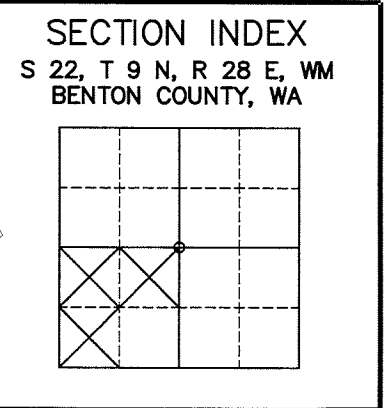
- l) *The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed within the Site that requires public review under the provisions of the Richland Municipal Code.*

Response: This is an obligation to be met by the City.

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

SURVEY #5135

SHEET 1 OF 5



ORIGINAL LEGAL DESCRIPTIONS

LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET; THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET; THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET; THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET; THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET; THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET; THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET; THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 131.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET; THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET; THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET; THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET; THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET; THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS
OBSERVATIONS USING WSRN AND GEOID 2012A. UNITS OF MEASUREMENT
ARE US SURVEY FEET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER, 2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR
B01 P5135
FEE
Munata (Deputy)
BY

SURVEY FOR

COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
16455 NE 99TH STREET
REDMOND, WA98052

EQUIPMENT USED

3" TOTAL STATION USING STANDARD FIELD
TRAVERSE METHODS FOR CONTROL AND STAKING.

FOUND CORNERS

F1: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F2: FOUND WORLEY REBAR AND CAP LS 41966 0.15'W AND 0.14'S OF CORNER
F3: FOUND WORLEY REBAR AND CAP LS 41966 0.10'W OF CORNER
F4: FOUND WORLEY REBAR AND CAP LS 41966 0.10'E AND 0.10'S OF CORNER
F5: FOUND 1/2" CRIMPED IRON PIPE 0.78'S OF CORNER
F6: FOUND WORLEY REBAR AND CAP LS 13352 3.81'N OF CORNER
F7: FOUND BENT 5/8" REBAR WITH NO CAP 0.22'W AND 0.12'N OF CORNER
F8: FOUND 1/2" CRIMPED IRON PIPE AT CORNER
F9: FOUND WORLEY REBAR AND CAP LS 13352 AT CORNER
F10: FOUND WORLEY REBAR AND CAP LS 41966 0.19'W AND 0.13'N OF CORNER
F11: FOUND 1/2" CRIMPED IRON PIPE 0.53'E AND 0.76'N OF CORNER
F12: FOUND WORLEY REBAR AND CAP LS 41966 1.23'W AND 0.64'N OF CORNER
F13: FOUND WORLEY REBAR AND CAP LS 13352 2.23'W AND 1.25'N OF CORNER
F14: FOUND WORLEY REBAR AND CAP LS 13352 2.13'W AND 1.04'N OF CORNER
F15: FOUND WORLEY REBAR AND CAP LS 41966 0.24'W AND 0.16'N OF CORNER
F16: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F17: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F18: FOUND WORLEY REBAR AND CAP LS 41966 AT CORNER
F219: FOUND WORLEY REBAR AND CAP LS 41966 1.36'E AND 1.08'S OF CORNER

ORIGINAL PARCEL AREAS

PARCEL 1	451,061 SF±
PARCEL 2	202,070 SF±
PARCEL 3	205,128 SF±
PARCEL 4	718,979 SF±
TOTAL	1,577,238 SF±

REVISED PARCEL AREAS

PARCEL 1	333,696 SF±
PARCEL 2	138,316 SF±
PARCEL 3	204,845 SF±
PARCEL 4	900,381 SF±
TOTAL	1,577,238 SF±

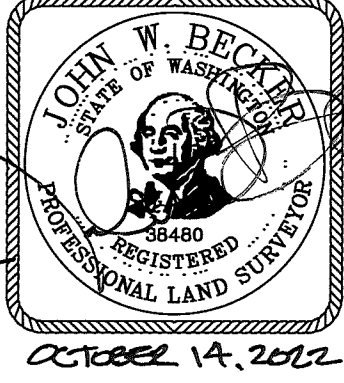
DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2022, IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 58.09 R.C.W. AND 332-130 W.A.C., AT THE REQUEST OF COLUMBIA VALLEY PROPERTY HOLDINGS, LLC.

JOHN W. BECKER, PLS 38480

DATE



TACOMA · SEATTLE · SPOKANE · TRI-CITIES

5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

2022-035589 B: 01 P: 5735 SUR
11/15/2022 10:32:17 AM Pages: 6 Fee: \$307.50
Benton County Auditor's Office

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT

SURVEY # 5735

SHEET 2 OF 5

PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,

TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,

BENTON COUNTY, WASHINGTON.

REVISED LEGAL DESCRIPTIONS

REVISED LOT 1

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.96 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS SOUTH 61°55'07" EAST A DISTANCE OF 40.40 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°05'32" A DISTANCE OF 207.42 FEET; THENCE SOUTH 70°46'11" EAST A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET, THE CHORD OF WHICH BEARS SOUTH 59°04'12" EAST A DISTANCE OF 10.47; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°06'20" A DISTANCE OF 10.47 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET; THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE NORTH LINE OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE SOUTH 89°14'37" WEST ALONG SAID NORTH LINE AND ITS WESTERLY PROJECTION A DISTANCE OF 280.89 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 579.01 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 496.95 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 137.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 AS DEPICTED ON SURVEY RECORDED IN VOLUME 1 OF SURVEYS AT PAGE 960, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 767.54 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 89°14'37" WEST ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF SAID LOT A DISTANCE OF 181.98 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 621.99 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE SOUTH 08°13'19" EAST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 3

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365; THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 155.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 12.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 02°58'00" A DISTANCE OF 294.60 FEET; THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET; THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 70.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

REVISED LOT 4

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

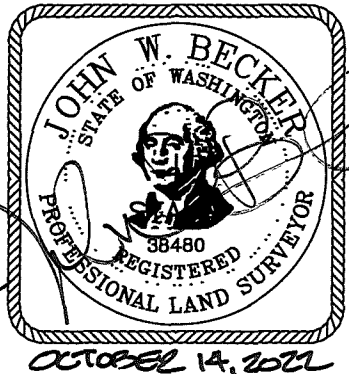
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 30.00 FEET TO THE NORTHERLY MARGIN OF SHOCKLEY ROAD; THENCE NORTH 89°14'37" EAST ALONG SAID NORTHERLY MARGIN A DISTANCE OF 125.03 FEET TO THE TRUE POINT OF BEGINNING THENCE CONTINUING ALONG SAID NORTHERLY MARGIN, NORTH 89°14'37" EAST A DISTANCE OF 371.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS NORTH 47°48'07" WEST A DISTANCE OF 40.88 FEET; THENCE LEAVING SAID NORTHERLY MARGIN, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°54'31" A DISTANCE OF 44.98 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 336.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°22'27" A DISTANCE OF 19.79 FEET; THENCE NORTH 08°13'19" WEST A DISTANCE OF 58.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 264.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'36" A DISTANCE OF 40.13 FEET; THENCE NORTH 00°29'16" EAST A DISTANCE OF 1201.00 FEET; THENCE NORTH 04°48'01" EAST A DISTANCE OF 79.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1774.22 FEET, THE CHORD OF WHICH BEARS NORTH 16°32'54" EAST A DISTANCE OF 433.99 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°03'01" A DISTANCE OF 435.08 FEET; THENCE NORTH 28°26'30" EAST A DISTANCE OF 231.11 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°50'36" A DISTANCE OF 47.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°55'07" WEST A DISTANCE OF 40.40 FEET; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY MARGIN AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°24'27" A DISTANCE OF 40.40 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY MARGIN, NORTH 66°00'37" WEST A DISTANCE OF 128.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 30.00 FEET, THE CHORD OF WHICH BEARS SOUTH 18°47'04" EAST A DISTANCE OF 44.04 FEET; THENCE LEAVING SAID SOUTHERLY MARGIN, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°27'08" A DISTANCE OF 49.46 FEET; THENCE SOUTH 28°26'30" WEST A DISTANCE OF 140.55 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 341.00; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°1'00" A DISTANCE OF 77.47 FEET; THENCE SOUTH 15°25'30" WEST A DISTANCE OF 77.90 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 233.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°39'14" A DISTANCE OF 31.13 FEET; THENCE SOUTH 23°04'44" WEST A DISTANCE OF 38.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 53.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°05'50" A DISTANCE OF 16.74 FEET; THENCE SOUTH 41°10'33" WEST A DISTANCE OF 32.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 43.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°59'50" A DISTANCE OF 33.02 FEET; THENCE SOUTH 85°10'23" WEST A DISTANCE OF 66.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 531.64 FEET, THE CHORD OF WHICH BEARS SOUTH 88°53'40" WEST A DISTANCE OF 40.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THOUGH A CENTRAL ANGLE OF 04°25'09" A DISTANCE OF 41.00 FEET; THENCE NORTH 80°03'24" WEST A DISTANCE OF 61.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 127.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°07'24" A DISTANCE OF 80.07 FEET; THENCE NORTH 00°29'20" EAST A DISTANCE OF 647.47 FEET TO SAID SOUTHERLY MARGIN; THENCE NORTH 68°05'20" WEST A DISTANCE OF 155.77 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00°29'16" WEST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET; THENCE NORTH 89°14'37" WEST A DISTANCE OF 105.0 FEET; THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 19th DAY OF November, 2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF THE BENTON COUNTY AUDITOR, KENNEDICK WASHINGTON. RECORDING NUMBER 2022- 035589

Brenda Chilton
COUNTY AUDITOR
601 P5735
FEE
mlmanc (Deputy)
BY



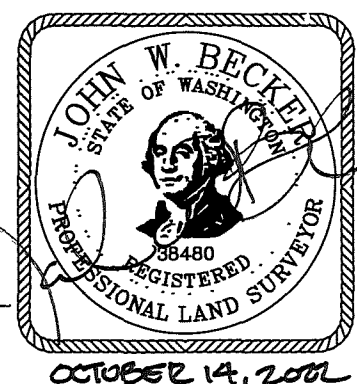
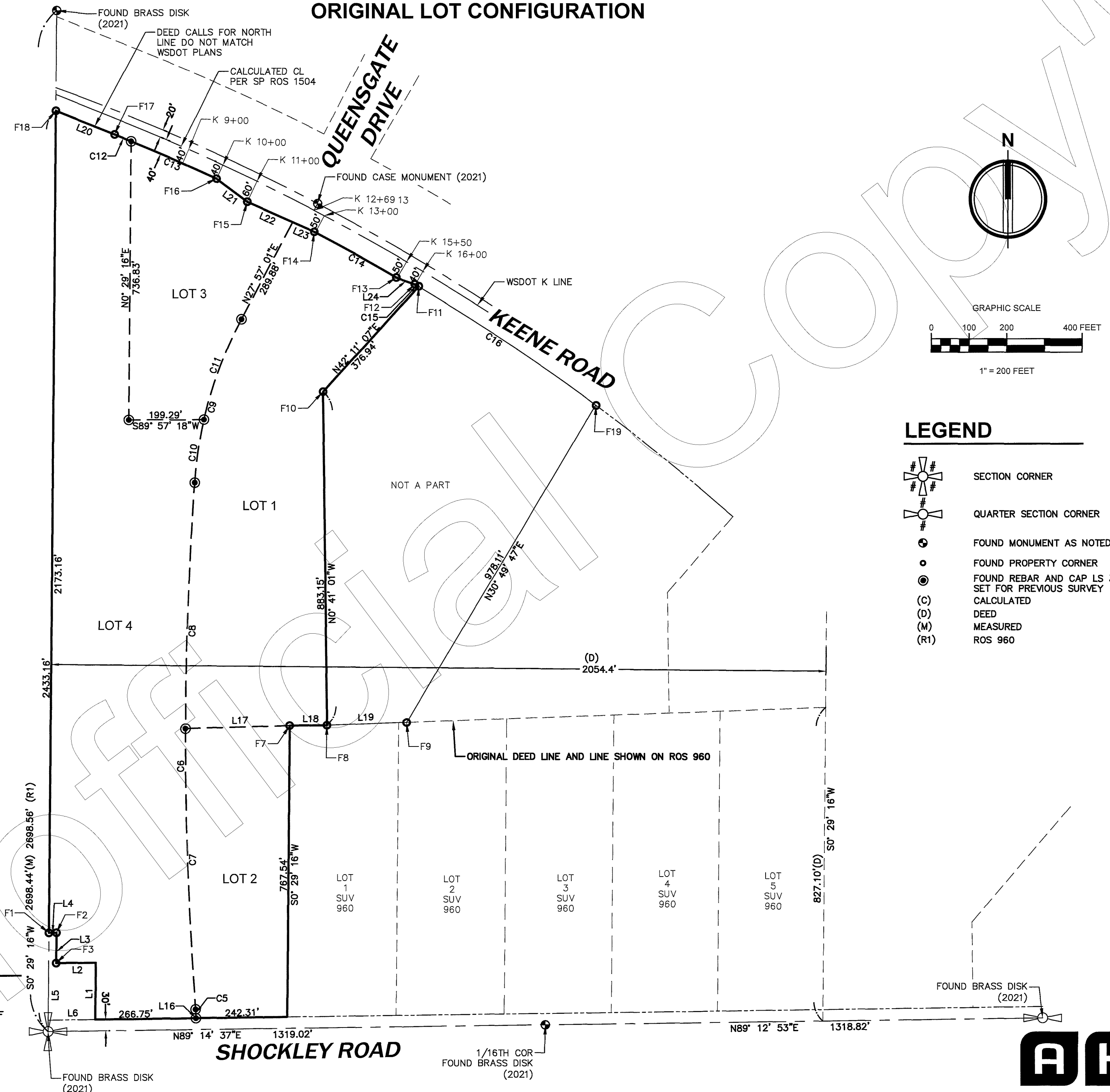
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5804 Road 90, Suite H Pasco, WA 99301
509 380 5883 TEL 253.383.2572 FAX www.ahbl.com WEB

RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY #5735** SHEET 3 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.

ORIGINAL LOT CONFIGURATION



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022, AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.
RECORDING NUMBER 2022-035589
Brenda Chilton
COUNTY AUDITOR
B01 P5735
FEE
BY M. L. (Deputy)

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



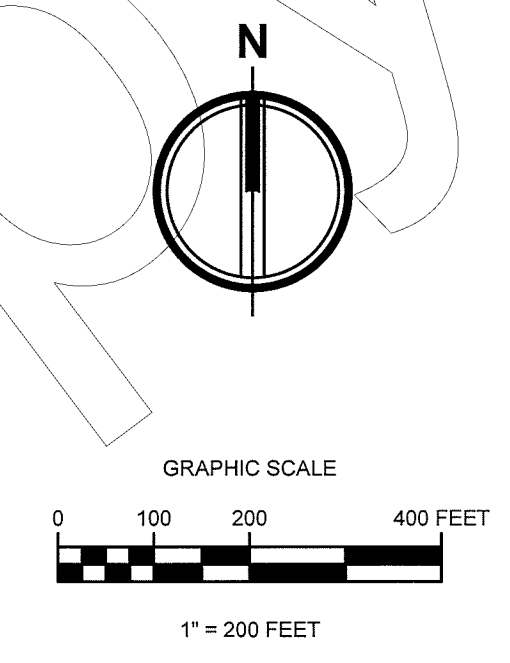
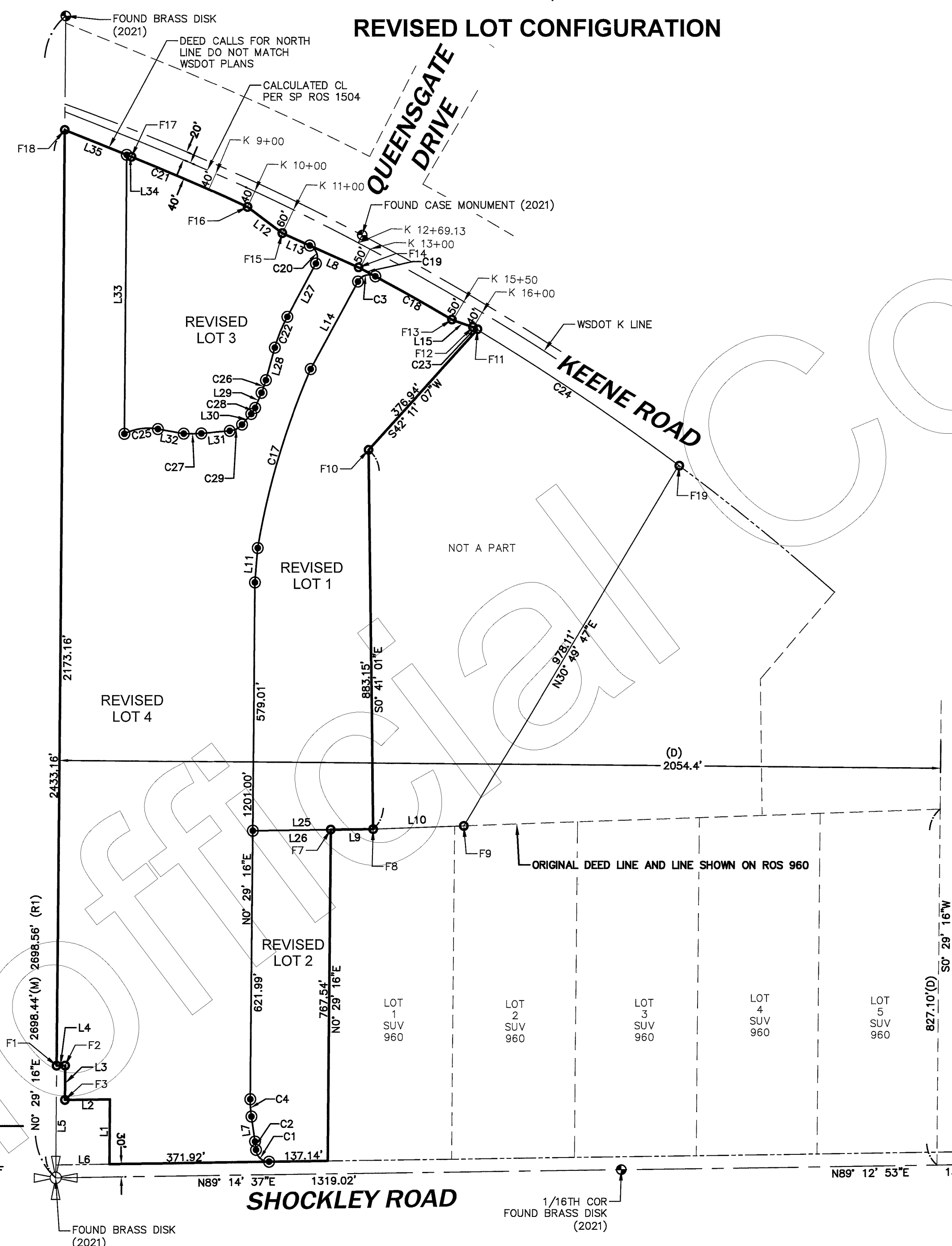
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RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT SURVEY #5735

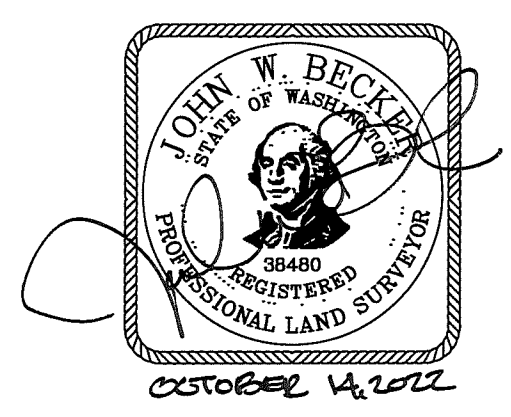
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON.

SHEET 4 OF 5



LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- FOUND MONUMENT AS NOTED
- FOUND PROPERTY CORNER
- SET REBAR AND CAP LS 38480
- (C) CALCULATED
- (D) DEED
- (M) MEASURED
- (R1) ROS 960



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
 2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF
 THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.
 RECORDING NUMBER 2022-039989
 Brenda Chilton
 COUNTY AUDITOR
 801 P5735
 FEE
 BY Mcnamara (Deputy)

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



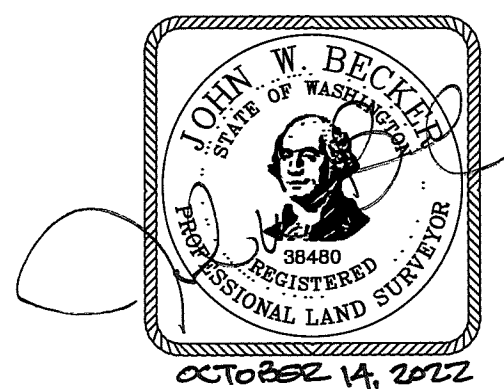
5804 Road 90, Suite H Pasco, WA 99301
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RECORD OF SURVEY FOR BOUNDARY LINE ADJUSTMENT **SURVEY#5735** SHEET 5 OF 5
PORTIONS OF THE SW 1/4, THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON.
REVISED LOT CONFIGURATION

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	44.98	30.00	85°54'31"	N47° 48' 07"W	40.88
C2	19.79	336.00	3°22'27"	N6° 32' 06"W	19.78
C3	47.04	30.00	89°50'36"	N73° 21' 48"E	42.37
C4	40.13	264.00	8°42'36"	N3° 52' 01"W	40.09
C5	21.26	260.00	4°41'08"	N1° 57' 59"W	21.26
C6	1392.33	9540.00	8°21'44"	S0° 07' 42"E	1391.10
C7	740.77	9540.00	4°26'56"	N2° 05' 05"W	740.58
C8	651.57	9540.00	3°54'48"	N2° 05' 47"E	651.44
C9	454.63	1090.00	23°53'51"	S16° 00' 06"W	451.34
C10	168.74	1090.00	8°52'11"	N8° 29' 16"E	168.57
C11	285.89	1090.00	15°01'40"	N20° 26' 12"E	285.07
C12	46.96	5690.00	0°28'22"	S67° 51' 09"E	46.96
C13	247.65	5690.00	2°29'37"	S66° 22' 09"E	247.63
C14	247.82	5680.00	2°29'59"	N60° 52' 21"W	247.80
C15	10.47	5690.00	0°06'20"	N59° 04' 12"W	10.47
C16	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C17	435.08	1774.22	14°03'01"	N16° 32' 54"E	433.99
C18	207.42	5680.00	2°05'32"	S60° 40' 08"E	207.41
C19	40.40	5680.00	0°24'27"	S61° 55' 07"E	40.40
C20	49.46	30.00	94°27'08"	S18° 47' 04"E	44.04
C21	294.60	5690.00	2°58'00"	N66° 36' 20"W	294.57
C22	77.47	341.00	13°01'00"	S21° 56' 00"W	77.30
C23	10.47	5690.00	0°06'20"	S59° 04' 12"E	10.47
C24	565.87	5690.00	5°41'53"	S56° 10' 05"E	565.64
C25	80.07	127.00	36°07'24"	S81° 52' 54"W	78.75
C26	31.13	233.00	7°39'14"	S19° 15' 07"W	31.10
C27	41.00	531.64	4°25'09"	S88° 53' 40"W	40.99
C28	16.74	53.00	18°05'50"	S32° 07' 39"W	16.67
C29	33.02	43.00	43°59'50"	S63° 10' 28"W	32.21

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	150.00	S0° 29' 16"W
L2	105.00	N89° 14' 37"E
L3	79.99	S0° 29' 16"W
L4	20.03	N89° 14' 37"E
L5	229.94	N0° 27' 52"E
L6	125.03	N89° 14' 37"E
L7	58.44	S8° 13' 19"E
L8	128.24	S66° 00' 37"E
L9	98.91	N89° 14' 37"E
L10	211.32	N87° 56' 53"E
L11	79.68	N4° 48' 01"E
L12	101.12	S53° 13' 09"E
L13	70.08	S66° 00' 37"E
L14	231.11	N28° 26' 30"E
L15	50.61	S70° 46' 11"E
L16	1.80	N0° 22' 35"E
L17	276.58	N88° 25' 48"E
L18	98.91	N89° 14' 37"E
L19	211.32	N87° 56' 53"E
L20	167.97	S68° 05' 20"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	101.12	S53° 13' 09"E
L22	131.96	S66° 00' 37"E
L23	66.36	S66° 00' 37"E
L24	50.61	N70° 46' 11"W
L25	280.89	S89° 14' 37"W
L26	181.98	S89° 14' 37"W
L27	140.55	S28° 26' 30"W
L28	77.90	S15° 25' 30"W
L29	38.23	S23° 04' 44"W
L30	32.82	S41° 10' 33"W
L31	66.34	S85° 10' 23"W
L32	61.27	N80° 03' 24"W
L33	647.47	N0° 29' 20"E
L34	12.19	S68° 05' 20"E
L35	155.77	S68° 05' 20"E



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 15th DAY OF NOVEMBER,
2022 AT 32 MINUTES PAST 10 A.M. RECORDS OF
THE BENTON COUNTY AUDITOR, KENNEWICK, WASHINGTON.

RECORDING NUMBER 2022-035589

Brenda Chilton
COUNTY AUDITOR

B01 P5735
FEE

McCrath (Deputy)
BY

DWN. BY	DATE
TD	9/7/22
CHKD. BY	JOB NO.
JB	2210404



5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 253.383.2572 FAX www.ahbl.com WEB

EXHIBIT F
TOPOGRAPHIC SURVEY
AHBL

QUEENSGATE DEVELOPMENT

A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

EXHIBIT F - Topo Survey



Project Title:

QUEENSGATE
DEVELOPMENT

Client:

JAYA HOLDINGS LLC

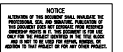
11364 KENNINGTON WAY
RICHLAND, WA 99352-7871
MALLIKARJUNA R. VALLEIM

Job No.

2210404.50

Issue Set & Date:

JULY 15, 2021



Revisions:

Sheet Title:

TOPOGRAPHIC
SURVEY

Designed by: Drawn by: Checked by:

TOLP JB

Sheet No.

1

1 of 5 Sheets

LEGAL DESCRIPTION

SEE SHEET 5 FOR LEGAL DESCRIPTIONS

VERTICAL DATUM

NAVD 1988 VERTICAL DATUM ON ORTHOMETRICALLY CORRECTED GPS OBSERVATIONS USING WGM AND GEOID 2012A.

BASIS OF BEARING

NAD 1983/11
WASHINGTON STATE PLANE SOUTH PROJECTION, BASED ON GPS OBSERVATIONS USING WGM AND GEOID 2012A. UNITS OF MEASUREMENT ARE US SURVEY FEET.

UTILITY NOTES

1. SURFACE UTILITY FACILITIES ARE SHOWN HEREON PER FIELD LOCATED VISIBLE EVIDENCE. THERE MAY BE UTILITIES THAT EXIST ON THIS SITE OTHER THAN THOSE GRAPHICALLY DEPICTED HEREON.
2. UNDERGROUND (BURIED) UTILITIES SHOWN HEREON ARE BASED ON COMBINATIONS OF VISIBLE SURFACE EVIDENCE, UTILITY LOCATOR MARKINGS AND RECORD DATA (SUCH AS AS-BUILT OR UTILITY DESIGN DRAWINGS). ALL UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND, IN SOME CASES, ARE SHOWN AS STRAIGHT LINES BETWEEN FIELD LOCATED SURFACE UTILITY FACILITIES. UNDERGROUND UTILITIES MAY HAVE BENDS, CURVES OR CONNECTIONS WHICH ARE NOT SHOWN.
3. ALTHOUGH LOCATIONS OF UNDERGROUND UTILITIES BASED ON UTILITY LOCATOR MARKINGS AND RECORD DATA (SUCH AS AS-BUILT OR UTILITY DESIGN DRAWINGS) ARE DEEMED RELIABLE, AHBL, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF SAID DATA.
4. CALL 1-800-424-5555 BEFORE ANY CONSTRUCTION.

RELIANCE NOTE

THIS SURVEY WAS PREPARED AT THE REQUEST OF MALLIKARJUNA R. VALLEIM FOR THE SOLE AND EXCLUSIVE USE OF JAYA HOLDINGS LLC AND BENTON-FRANKLIN TITLE COMPANY. RIGHTS TO RELY UPON AND/OR USE THIS SURVEY DO NOT EXTEND TO ANY OTHER PARTY EXCEPT THROUGH EXPRESS RE-CERTIFICATION BY THE PROFESSIONAL LAND SURVEYOR WHOSE STAMP AND SIGNATURE APPEAR HEREON.

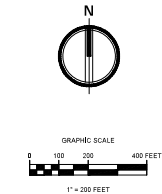
EQUIPMENT USED

3" TOTAL STATION UTILIZING STANDARD FIELD TRAVERSE METHODS FOR CONTROL AND STAKING.

SURVEYOR'S CERTIFICATE

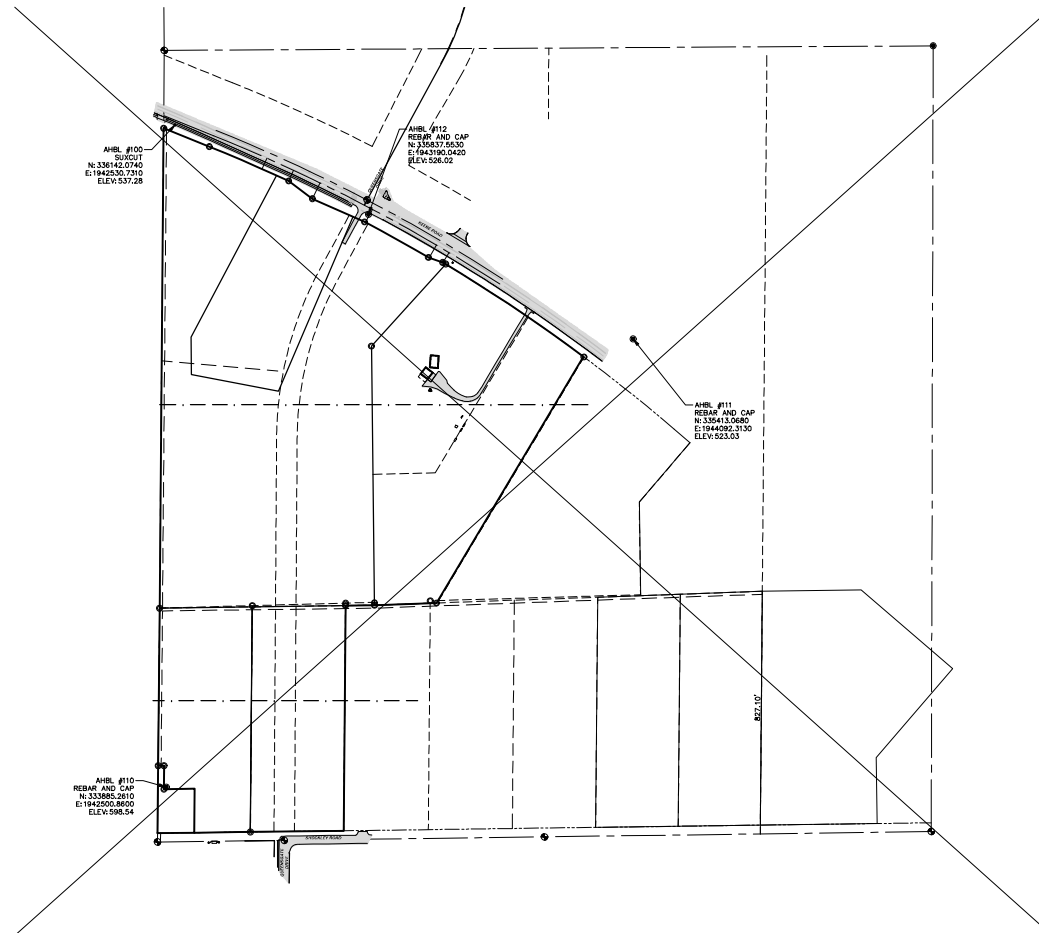
I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN JULY 2021 AT THE REQUEST OF THE JAYA HOLDINGS LLC.

JOHN W. BECKER, PLS 35480 DATE



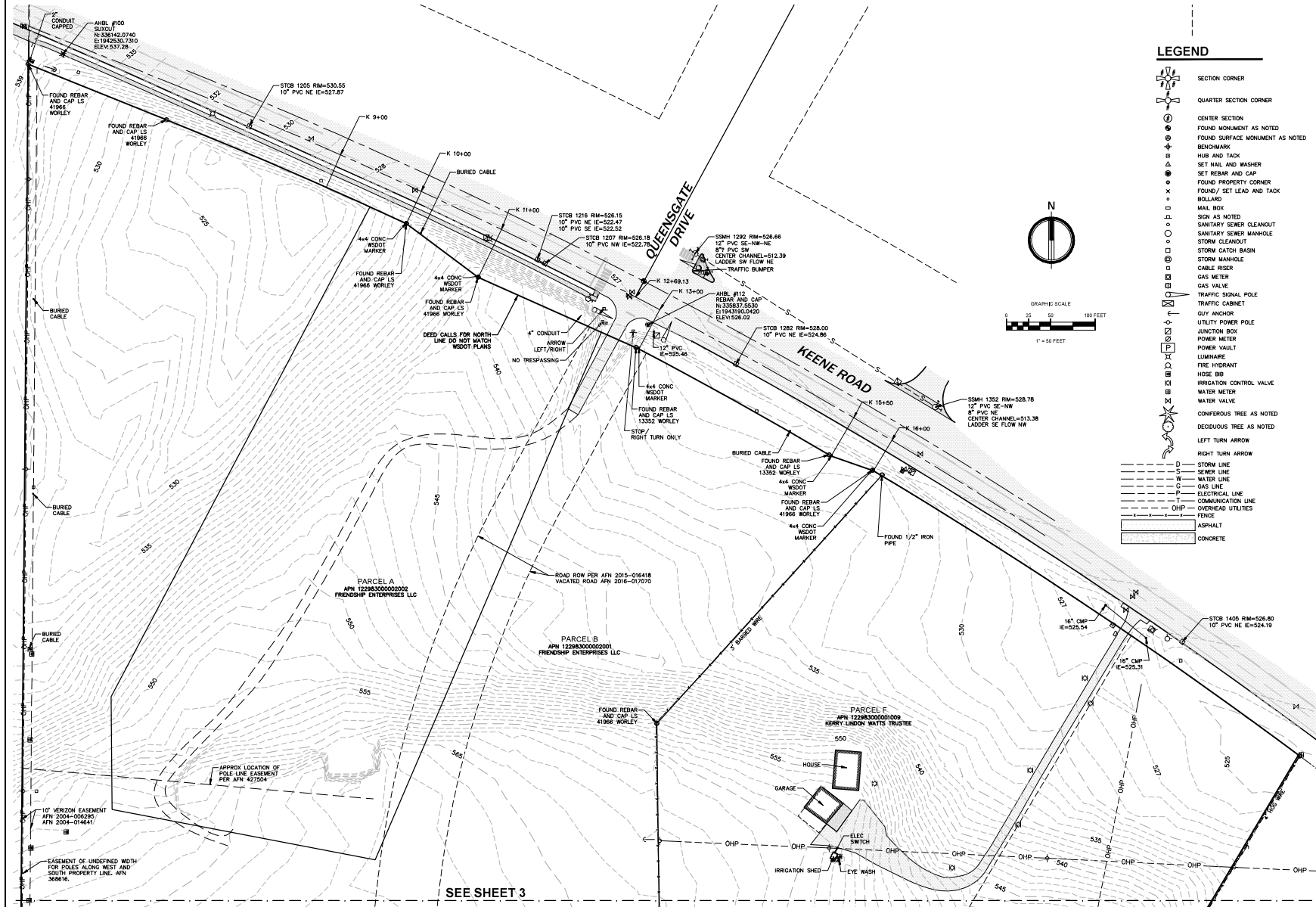
LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- FOUND MONUMENT AS NOTED
- FOUND SURFACE MONUMENT AS NOTED
- BENCHMARK
- HUB AND TACK
- SET NAIL AND WASHER
- SET REBAR AND CAP
- FOUND PROPERTY CORNER
- FOUND/ SET LEAD AND TACK
- ROLLARD
- MAIL BOX
- SIGN AS NOTED
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- STORM CLEANOUT
- STORM CATCH BASIN
- STORM MANHOLE
- CABLE RISER
- GAS METER
- GAS VALVE
- TRAFFIC SIGNAL POLE
- TRAFFIC CABINET
- GUY ANCHOR
- UTILITY POWER POLE
- JUNCTION BOX
- POWER METER
- POWER VAULT
- LUMINAIRE
- FIRE HYDRANT
- HOSE BIB
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VALVE
- CONIFEROUS TREE AS NOTED
- DECIDUOUS TREE AS NOTED
- LEFT TURN ARROW
- RIGHT TURN ARROW
- D STORM LINE
- S SEWER LINE
- W WATER LINE
- G GAS LINE
- P ELECTRICAL LINE
- T COMMUNICATION LINE
- CHP OVERHEAD UTILITIES
- FENCE
- ASPHALT
- CONCRETE



QUEENSGATE DEVELOPMENT

A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



Project Title:
QUEENSGATE DEVELOPMENT

Client:
JAYA HOLDINGS LLC
11364 KENNINGTON WAY
RICHLAND, WA 99352-7871
MALLIKARJUNA R. VALLEJ

Job No.
2210404.50

Issue Set & Date:

JULY 15, 2021



NOTICE
A PORTION OF THE SURVEYED AREA IS OWNED BY THE CITY OF RICHLAND. THE CITY OF RICHLAND HAS GRANTED A LICENSE TO THE ENGINEER TO SURVEY THE AREA FOR THE PURPOSES OF THIS PROJECT. THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE TO OR LOSS OF PROPERTY OR PERSONAL INJURY RESULTING FROM THE USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED.

Revisions:

Sheet Title:
TOPOGRAPHIC SURVEY

Designed by: Drawn by: Checked by:
TDLF JB

Sheet No.

2

2 of 5 Sheets

SEE SHEET 2

PARCEL B
APN 122803000020001
FRIENDSHIP ENTERPRISES LLC

PARCEL C
APN 122803000030002
FRIENDSHIP ENTERPRISES LLC

PARCEL D
APN 122803000040000
FRIENDSHIP ENTERPRISES LLC

PARCEL F
APN 122803000010009
KERRY LANDON WATTS TRUSTEE

EASEMENT OF UNDEFINED WIDTH FOR POLES ALONG WEST AND SOUTH PROPERTY LINE. APN 368616

10' IRRIGATION EASEMENT APN 2004-006295
APN 2004-014641

FOUND REBAR AND CAP LS 13302 WORLEY

FOUND CRIMPED 1/2" IP

BURIED CABLE

10' IRRIGATION EASEMENT RESERVED IN REAL ESTATE CONTRACT APN 661674

10' IRRIGATION EASEMENT RESERVED IN REAL ESTATE CONTRACT APN 661674

IRRIGATION PUMP

FOUND REBAR AND CAP LS 13302 WORLEY

FOUND CRIMPED 1/2" IP

FOUND BENT 5/8" REBAR NO CAP

PROANE TANK

WIND MACHINE ON DDIC PAD

PROANE TANK

PROANE TANK

LEGEND

- SECTION CORNER
- QUARTER SECTION CORNER
- CENTER SECTION
- FOUND MONUMENT AS NOTED
- FOUND SURFACE MONUMENT AS NOTED
- BENCHMARK
- HUB AND TACK
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- STORM MANHOLE
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- GAS METER
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- TRAFFIC CABINET
- DUTY ANCHOR
- UTILITY POWER POLE
- JUNCTION BOX
- POWER METER
- POWER HALLT
- LUMINAIRE
- FIRE HYDRANT
- HOSE BIB
- IRRIGATION CONTROL VALVE
- WATER METER
- WATER VALVE
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- DECDIOUS TREE AS NOTED
- LEFT TURN ARROW
- RIGHT TURN ARROW
- STORM LINE
- SEWER LINE
- WATER LINE
- GAS LINE
- ELECTRICAL LINE
- COMMUNICATION LINE
- OHP
- OVERHEAD UTILITIES
- FENCE
- ASPHALT
- CONCRETE

N

GRAPHIC SCALE
0 25 50 100 FEET
1" = 50 FEET

SEE SHEET 4

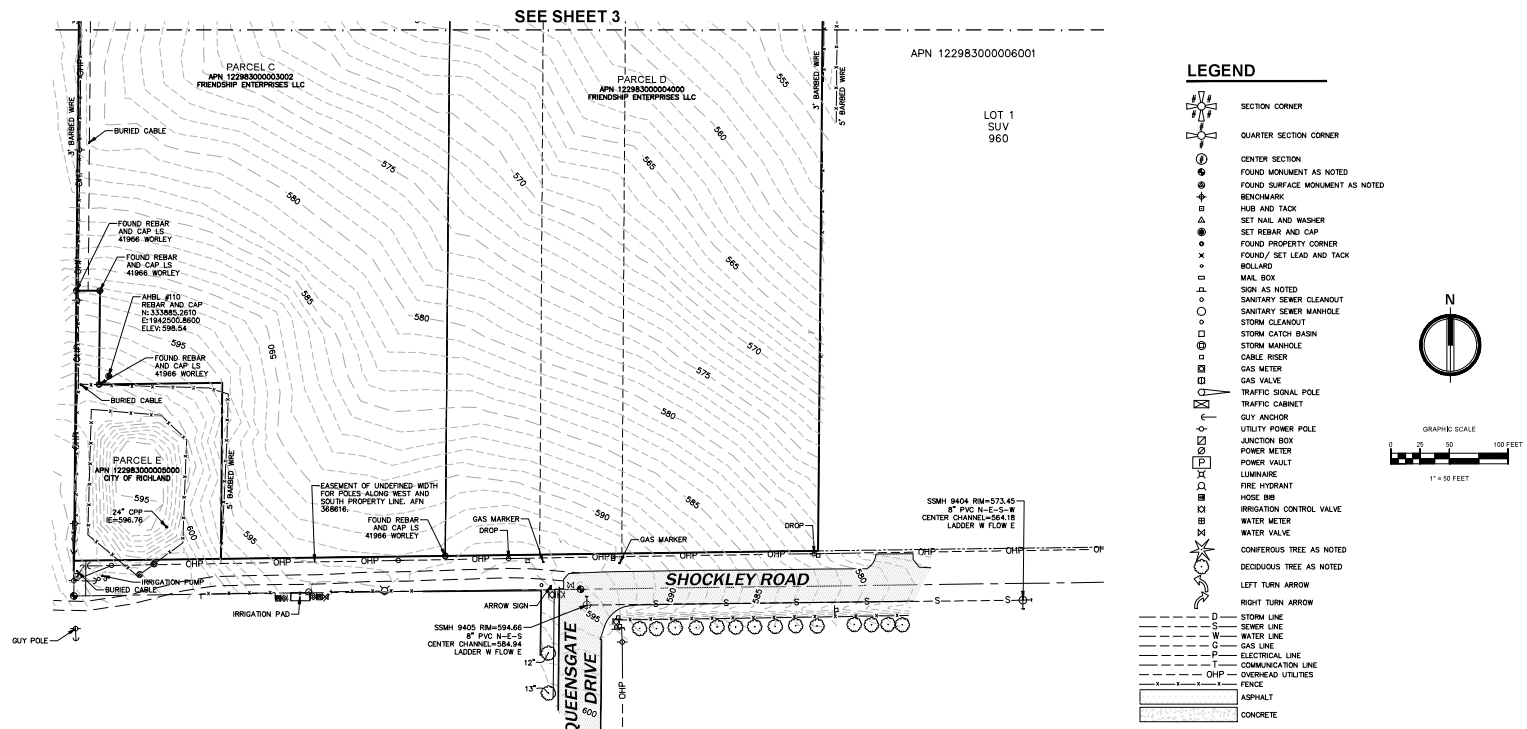


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4 of 5 Sheets



QUEENSGATE DEVELOPMENT
A PORTION OF THE SW 1/4 OF SEC. 22, TWN. 09 N., RGE. 28 E. W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

LEGAL DESCRIPTION

LEGAL DESCRIPTION: 8P13556

PARCEL A: 1-2298-300-0002-002

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 2433.28 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 843565;
THENCE S. 89°02'30" E. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 167.87 FEET TO THE POINT OF CURVATURE WITH A 5600.10 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°57'53", FOR AN ARC DISTANCE OF 294.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN, S. 27°50'03" W. FOR 624.20 FEET;
THENCE S. 00°32'04" E. FOR 127.33 FEET;
THENCE S. 79°08'25" E. FOR 301.72 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD;
THENCE N. 67°08'28" W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 184.88 FEET;
THENCE N. 53°10'14" W. FOR 101.12 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL B: 1-2298-300-0002-001

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NUMBER 843565 AND NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 797.55 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LINE;
THENCE N. 88°32'00" E. FOR 733.00 FEET;
THENCE N. 00°32'00" W. FOR 872.60 FEET;
THENCE N. 42°15'00" E. FOR 376.84 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD AND THE TERMINUS OF SAID DESCRIBED LINE, EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE N. 00°32'04" E. ALONG THE WEST LINE THEREOF, FOR 2433.28 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON;
THENCE S. 89°02'30" E. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 167.87 FEET TO THE POINT OF CURVATURE WITH A 5600.10 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°57'53", FOR AN ARC DISTANCE OF 294.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY MARGIN S. 27°50'03" W. FOR 624.20 FEET;
THENCE S. 00°32'04" E. FOR 127.33 FEET;
THENCE S. 79°08'25" E. FOR 301.72 FEET TO THE SOUTHERLY RIGHT OF WAY MARGIN OF SAID KEENE ROAD;
THENCE N. 67°08'28" W. ALONG SAID SOUTHERLY RIGHT OF WAY MARGIN, FOR 184.88 FEET;
THENCE N. 53°10'14" W. FOR 101.12 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

PARCEL C: 1-2298-300-0003-002

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID SECTION 22, SAID POINT BEING 260.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY AND FOLLOWING THE WEST BOUNDARY OF SAID SECTION 22, 537.55 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 316.20 FEET;
THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 267.55 FEET TO A POINT 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY OF THE SOUTH BOUNDARY OF SAID SECTION 22;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 19.17 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION, 180.00 FEET;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 105.00 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 80.00 FEET;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 20.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL D: 1-2298-300-0004-000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WEST BOUNDARY OF SAID SECTION 22, SAID POINT BEING 797.55 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 316.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING EASTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 22, 317.89 FEET;
THENCE SOUTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 267.55 FEET TO A POINT 30.00 FEET PERPENDICULARLY DISTANT NORTHERLY OF THE SOUTH BOUNDARY OF SAID SECTION 22;
THENCE WESTERLY AND PARALLEL TO THE SOUTH BOUNDARY OF SECTION 22, 37.00 FEET;
THENCE NORTHERLY AND PARALLEL TO THE WEST BOUNDARY OF SAID SECTION 22, 797.55 FEET TO THE TRUE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-016418; AND TOGETHER WITH THAT PORTION VACATED BY THE CITY OF RICHLAND FOR ROAD RIGHT OF WAY, RECORDED UNDER AUDITOR'S FILE NUMBER 2016-07070, RECORDS OF BENTON COUNTY, WASHINGTON.

LEGAL DESCRIPTION

PARCEL E: 122983000005000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., RECORDS OF BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THE TRUE POINT OF BEGINNING, THENCE NORTH ALONG THE SECTION LINE BETWEEN SECTIONS 22 AND 21 A DISTANCE OF 260 FEET; THENCE EAST PARALLEL TO AND 200 FEET DISTANT FROM THE SOUTH LINE OF SECTION 22, A DISTANCE OF 20 FEET; THENCE SOUTH PARALLEL TO AND 20 FEET DISTANT FROM THE WEST LINE OF SECTION 22, A DISTANCE OF 80 FEET; THENCE EAST PARALLEL TO AND 180 FEET NORTH OF THE SOUTH LINE OF SECTION 22 A DISTANCE OF 150 FEET; THENCE SOUTH PARALLEL TO AND 125 FEET DISTANT FROM THE WEST LINE OF SECTION 22, A DISTANCE OF 180 FEET; THENCE WEST ALONG THE SECTION LINE, A DISTANCE OF 125 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT THE SOUTH 30 FEET THEREOF.

PARCEL F: 122983000001000

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON COLLECTIVELY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTH 00°32'00" EAST ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE NORTH 89°02'30" EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION FOR 733.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 87°02'00" EAST FOR 211.32 FEET;
THENCE NORTH 30°52'00" EAST FOR 878.13 FEET TO INTERSECT THE SOUTHERLY RIGHT OF WAY LINE OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°42'32" WEST A DISTANCE OF 580.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°20'11" FOR AN ARC DISTANCE OF 231.75 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 806887; THENCE SOUTH 30°52'00" WEST ALONG THE EAST LINE OF SAID PARCEL, FOR 817.88 FEET; THENCE SOUTH 88°32'00" WEST FOR 212.25 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE SOUTH 00°30'00" EAST FOR 448.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH TRACT OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE ANGLE RIGHT 88° A DISTANCE OF 733.00 FEET;
THENCE ANGLE LEFT 89°10' ON A BEARING CALLED NORTH A DISTANCE OF 436.45 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°32'00" EAST FOR 878.13 FEET TO INTERSECT THE SOUTHERLY RIGHT OF WAY BOUNDARY OF KEENE ROAD;
THENCE CONTINUING IN A SOUTHEASTERLY DIRECTION ALONG SAID BOUNDARY, SAID BOUNDARY BEING ON A 1,023.96 DEGREE OF CURVE TO THE RIGHT AND HAVING A CHORD DISTANCE OF 346.00 FEET; THENCE SOUTH 31°30' WEST 621.02 FEET; THENCE SOUTH 89°10' WEST 212.57 FEET TO THE TRUE POINT OF BEGINNING;
AND TOGETHER WITH TRACT OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 22;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SECTION FOR 797.55 FEET; THENCE ANGLE RIGHT 88° A DISTANCE OF 733.00 FEET;
THENCE ANGLE LEFT 89°10' ON A BEARING CALLED NORTH A DISTANCE OF 731.45 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 42°47'00" EAST A DISTANCE OF 379.58 FEET;
THENCE SOUTH 31°30'00" WEST A DISTANCE OF 493.45 FEET TO THE TRUE POINT OF BEGINNING.



TACOMA • SEATTLE • SPOKANE • RICHLAND

5804 Road 90, Suite H Pasco, WA 99031
509.380.5883 Tlx 253.383.2072 Fax www.ahbl.com WEB

Project Title

QUEENSGATE DEVELOPMENT

Client

JAVA HOLDINGS LLC

11364 KENNINGTON WAY
RICHLAND, WA 99052-7871
MALLIKARJUNA R. VALLEIM

Job No.

2210454.50

Issue Set & Date

JULY 15, 2021



NOTICE
I, JOHN A. BECKER, AM THE REGISTERED PROFESSIONAL ENGINEER WHO HAS PREPARED THIS SET OF PLANS. I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF WASHINGTON, LICENSE NO. 10000. I HAVE REVIEWED THE PLANS AND I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE PLANS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE PLANS.

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Revisions:

Sheet Title:

TOPOGRAPHIC SURVEY

Designed by: Drawn by: Checked by:
TDLF JB

Sheet No.

5

5 of 5 Sheets



510 N. COLORADO ST., STE B
KENNEWICK, WA 99336 Phone: 509-783-0661 Fax: 509-783-2256

SUBDIVISION GUARANTEE

SCHEDULE A

Office File Number BF15325 Ref. No.:	Policy Number	Date of Policy at 12:00 AM	Amount of Insurance \$0.00	Premium \$0.00
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NAME OF ASSURED:

Aqtera Engineering

THE ASSURANCES REFERRED TO ON THE FACE PAGE ARE:

THAT, ACCORDING TO THOSE PUBLIC RECORDS WHICH, CONSTRUCTIVE NOTICE OF MATTERS RELATIVE TO THE DESCRIPTION OF WHICH IS FULLY SET FORTH IN UNDER THE RECORDING LAWS, IMPART FOLLOWING DESCRIBED REAL PROPERTY:

SEE ATTACHED EXHIBIT "A"

TITLE TO SAID REAL PROPERTY IS VESTED IN:

Columbia Valley Property Holdings, LLC, a Washington Limited Liability Company

SUBJECT TO THE MATTERS SHOWN BELOW UNDER EXCEPTIONS, WHICH EXCEPTIONS ARE NOT NECESSARILY SHOWN IN THE ORDER OF THEIR PRIORITY.

EXCEPTIONS:

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NO SEARCH HAVING BEEN MADE THEREOF; ALSO, TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS.
2. UNPATENTED MINING CLAIMS, RESERVATIONS OR EXCEPTIONS IN THE UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. TITLE TO ANY PROPERTY BEYOND THE LINES OF THE REAL PROPERTY EXPRESSLY DESCRIBED HEREIN, OR TITLE TO STREETS, ROADS, AVENUES, LANES, WAYS OR WATERWAYS ON WHICH SUCH REAL PROPERTY ABUTS, OR THE RIGHT TO MAINTAIN THEREIN VAULTS, TUNNELS, RAMPS, OR ANY OTHER STRUCTURE OR IMPROVEMENT; OR ANY RIGHTS OR EASEMENTS THEREIN UNLESS SUCH PROPERTY, RIGHTS OR EASEMENTS ARE EXPRESSLY AND SPECIFICALLY SET FORTH IN SAID DESCRIPTION.

Subdivision Guarantee

Page 1

Policy Number:

ADDITIONAL EXCEPTIONS:

1. **LIABILITY TO FUTURE ASSESSMENT BY KENNEWICK IRRIGATION DISTRICT, NONE NOW DUE AND PAYABLE.**
2. **RESERVATIONS BY THE UNITED STATES OF AMERICA INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 514550.**
3. **MATTERS SHOWN ON RECORD SURVEY NOS. 1098, 504 AND 5562.**
4. **DEVELOPMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024273.**
5. **GROWTH MANAGEMENT SETTLEMENT AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 2010-024274.**
6. **UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF A SECURITY INTEREST ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.**
7. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
RECORDED: NOVEMBER 25, 1959
RECORDING NO.: 427504
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
FOR: ELECTRIC POWER WIRES
8. **EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF;**
RECORDED: FEBRUARY 21, 1957
RECORDING NO.: 368616
IN FAVOR OF: BENTON RURAL ELECTRIC ASSOCIATION
FOR: ELECTRIC POWER WIRES
9. **TERMS AND CONDITIONS OF THOSE CERTAIN CONTRACTS RELATIVE TO THE OPERATION OF THE KENNEWICK IRRIGATION DISTRICT ENTERED INTO BETWEEN THE UNITED STATES OF AMERICA AND GEORGE AND BETTY HUNT AND RECORDED OCTOBER 15, 1956 UNDER AUDITOR'S FILE NO. 363433.**
10. **EASEMENT AND THE TERMS AND CONDITIONS THEREOF:**
GRANTEE: KERRY AND JONGJIT WATTS
RECORDED: October 18, 2007
AUDITOR'S FILE NO.: 2007-034554
AREA AFFECTED: PARCEL A
FOR: UTILITIES
11. **DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:**
GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: THE TIGER IRON TRUST, DATED JANUARY 14TH 2017, ACTING BY AND THROUGH KERRY LINDON WATTS, TRUSTEE
AMOUNT: \$7,250,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051441

Subdivision Guarantee

Policy Number:

12. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,750,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051460

13. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$2,000,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051461

14. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$1,500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051462

15. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: COLUMBIA VALLEY PROPERTY HOLDINGS, LLC
TRUSTEE: BENTON FRANKLIN TITLE COMPANY
BENEFICIARY: FRIENDSHIP ENTERPRISES, LLC
AMOUNT: \$500,000.00
DATED: UNDISCLOSED
RECORDED: November 10, 2021
AUDITOR'S FILE NO.: 2021-051463

END OF SCHEDULE A EXCEPTIONS.

Subdivision Guarantee

Benton Franklin Title Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Benton Franklin Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

EXHIBIT A

LOT 1 (1-2298-303-0002-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°58'00" A DISTANCE OF 294.60 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°53'51" A DISTANCE OF 454.63 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°54'48" A DISTANCE OF 651.57 FEET;

THENCE NORTH 88°25'48" EAST A DISTANCE OF 276.58 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 98.91 FEET;

THENCE NORTH 00°41'01" WEST A DISTANCE OF 883.15 FEET;

THENCE NORTH 42°11'07" EAST A DISTANCE OF 376.94 FEET TO THE HEREINBEFORE SAID RIGHT-OF-WAY MARGIN AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 59°04'12" WEST A DISTANCE OF 10.47 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°06'20" A DISTANCE OF 10.47 FEET;

THENCE NORTH 70°46'11" WEST, ALONG SAID MARGIN, A DISTANCE OF 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5680.00 FEET AND FROM WHICH THE CHORD BEARS NORTH 60°52'21" WEST A DISTANCE OF 247.80 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 2°29'59" A DISTANCE OF 247.82 FEET;

THENCE NORTH 66°00'37" WEST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET TO THE POINT OF BEGINNING.

Subdivision Guarantee

Page 5

LOT 2 (1-2298-300-0002-001)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST A DISTANCE OF 20.03 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 79.99 FEET;

THENCE NORTH 89°14'37" EAST A DISTANCE OF 105.00 FEET;

THENCE SOUTH 00°29'16" WEST A DISTANCE OF 150.00 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°14'37" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 242.31 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 767.54 FEET;

THENCE SOUTH 88°25'48" WEST A DISTANCE OF 276.58 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 9540.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 02°05'05" EAST A DISTANCE OF 740.58 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°26'56" A DISTANCE OF 740.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO THE POINT OF BEGINNING.

LOT 3 (1-2298-300-0003-002)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 2433.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID MARGIN THROUGH A CENTRAL ANGLE OF 2°29'37" A DISTANCE OF 247.65 FEET;

THENCE SOUTH 53°13'09" EAST, ALONG SAID MARGIN, A DISTANCE OF 101.12 FEET;

THENCE SOUTH 66°00'37" EAST, ALONG SAID MARGIN, A DISTANCE OF 66.36 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 27°57'01" WEST A DISTANCE OF 289.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1090.00 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'40" A DISTANCE OF 285.89 FEET;

THENCE SOUTH 89°57'18" WEST A DISTANCE OF 199.29 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 736.83 FEET TO THE POINT OF BEGINNING.

LOT 4 (1-2298-300-0004-000)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°29'16" EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 260.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°29'16" EAST ALONG SAID WEST LINE A DISTANCE OF 2173.16 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER AUDITOR'S FILE NO. 845365;

THENCE SOUTH 68°05'20" EAST ALONG SAID MARGIN A DISTANCE OF 167.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5690.00 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG SAID MARGIN, THROUGH A CENTRAL ANGLE OF 0°28'22" A DISTANCE OF 46.96 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 00°29'16" WEST A DISTANCE OF 736.83 FEET;

THENCE NORTH 89°57'18" EAST A DISTANCE OF 199.29 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1090.00 FEET AND FROM WHICH THE CHORD BEARS SOUTH 08°29'16" WEST A DISTANCE OF 168.57 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°52'11" A DISTANCE OF 168.74 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 9540.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°21'44" A DISTANCE OF 1392.33 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS 260.00 FEET;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°41'08" A DISTANCE OF 21.26 FEET;

THENCE SOUTH 00°22'35" WEST A DISTANCE OF 1.80 FEET TO INTERSECT A LINE 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION;

THENCE SOUTH 89°14'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 266.75 FEET;

THENCE, LEAVING SAID LINE, NORTH 00°29'16" EAST A DISTANCE OF 150.00 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 105.00 FEET;

THENCE NORTH 00°29'16" EAST A DISTANCE OF 79.99 FEET;

THENCE SOUTH 89°14'37" WEST A DISTANCE OF 20.03 FEET TO THE PONT OF BEGINNING.

LOT 5 (1-2298-300-0001-009)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD AS DEEDED TO THE STATE OF WASHINGTON BY WARRANTY DEED RECORDED UNDER BENTON COUNTY AUDITOR'S FILE NO. 845365 AND LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22;

THENCE NORTH 00°32'05" EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 797.55 FEET;

THENCE, LEAVING SAID LINE, NORTH 89°14'37" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 733.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 87°56'53" EAST A DISTANCE OF 211.32 FEET;

THENCE NORTH 30°49'47" EAST A DISTANCE OF 978.11 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF KEENE ROAD ON A CURVE CONCAVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS SOUTH 36°40'51" WEST A DISTANCE OF 5690.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°41'53" A DISTANCE OF 565.87 FEET;

THENCE, LEAVING SAID MARGIN, SOUTH 42°11'07" WEST A DISTANCE OF 376.94 FEET;

THENCE SOUTH 00°41'01" EAST A DISTANCE OF 883.15 FEET TO THE POINT OF BEGINNING.

ENDORSEMENT

Attached to and forming a part of
Policy Number **SGW-08004583**
Issued By **Benton Franklin Title Company**
acting as agent for
Old Republic National Title Insurance Company

Endorsement No. **1**
File Number **BF15325**

The Company hereby assures the Assured that there are no matters shown by the public records which affect the estate or interest described in Schedule A, other than those shown in Schedule B, except:

NO CHANGES

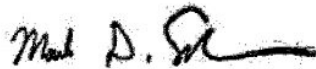
The effective date for the Guarantee is hereby extended to the date shown herein, subject, however, to any additional matters shown above.

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee. This endorsement is made a part of said Guarantee and in subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated: **June 14, 2022** at **8:00 a.m.**

Benton Franklin Title Company as agent for
Old Republic National Title Insurance Company

Countersigned

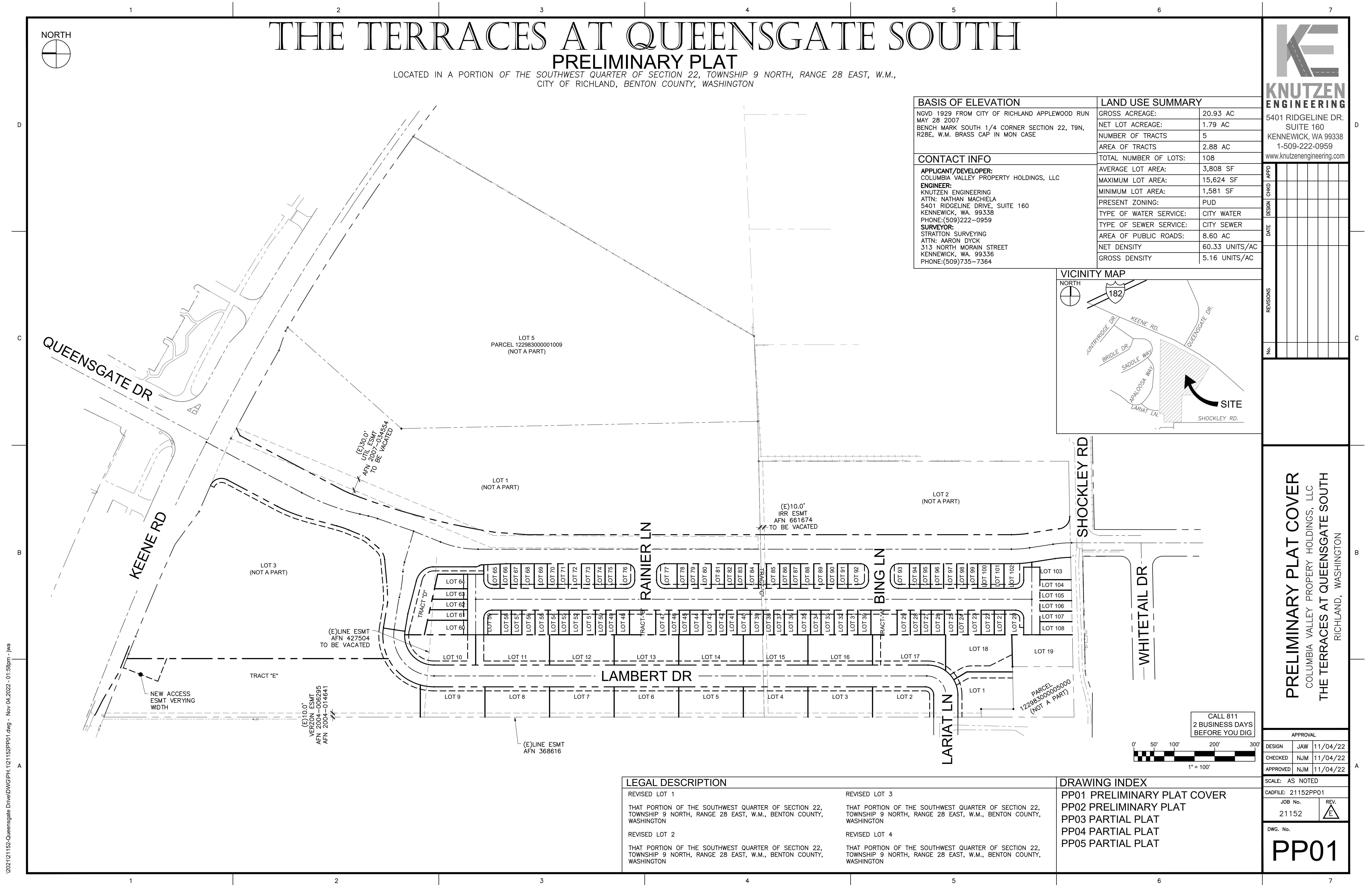


Authorized Signatory

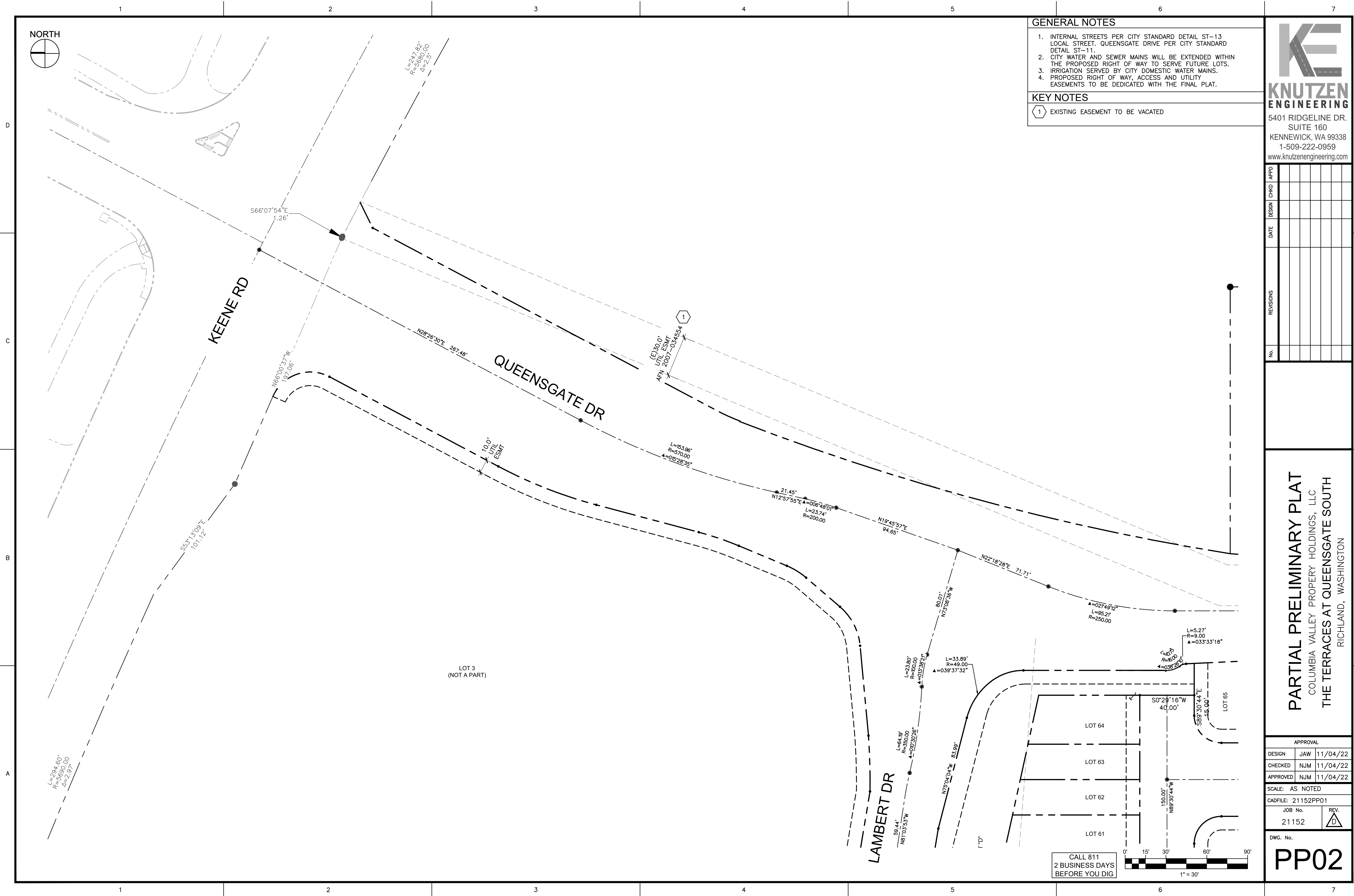
Note: This endorsement shall not be valid or binding
until countersigned by an authorized signatory.

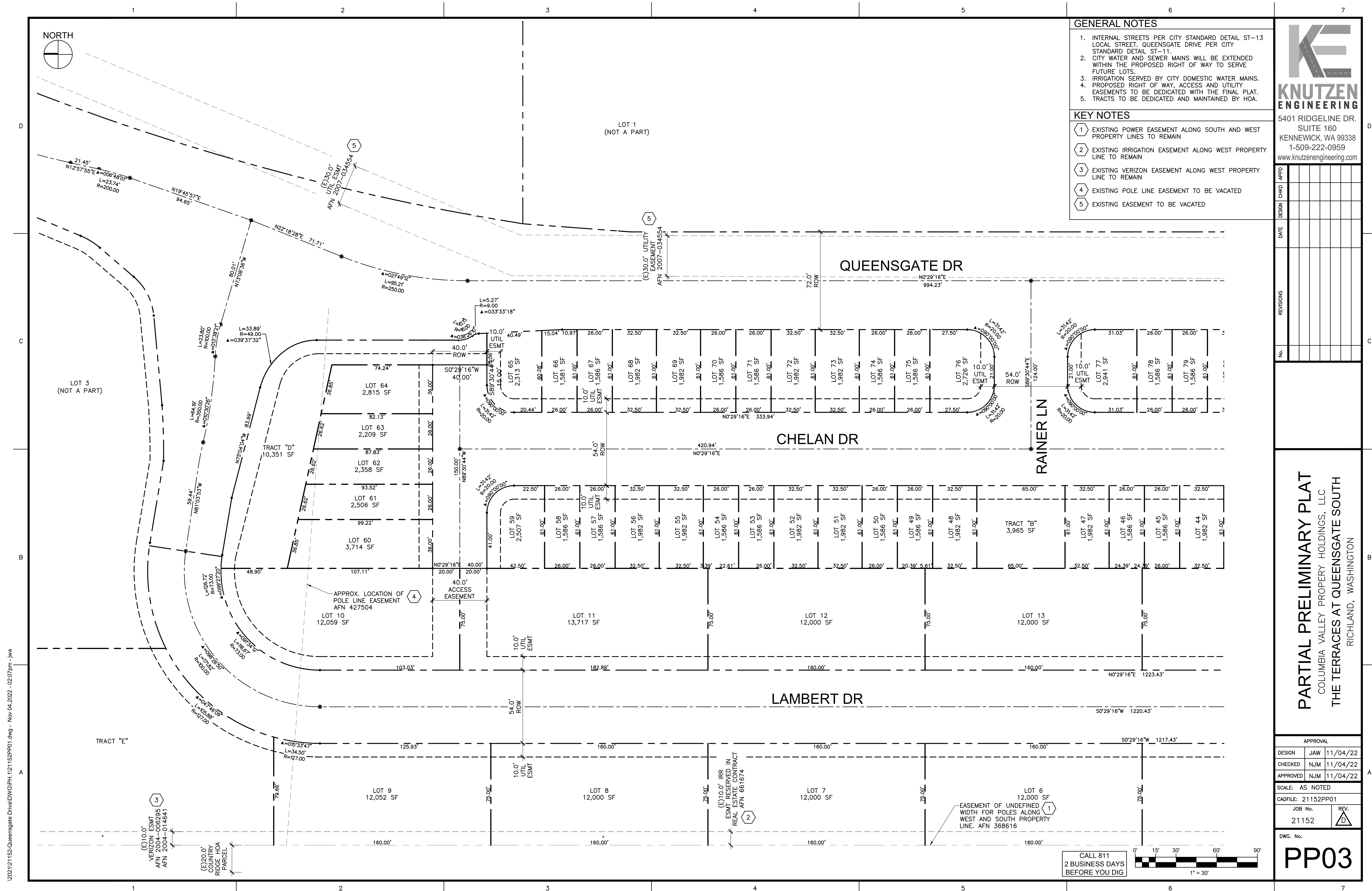
Guarantee Update Endorsement

Exhibit 2 - Plat Maps

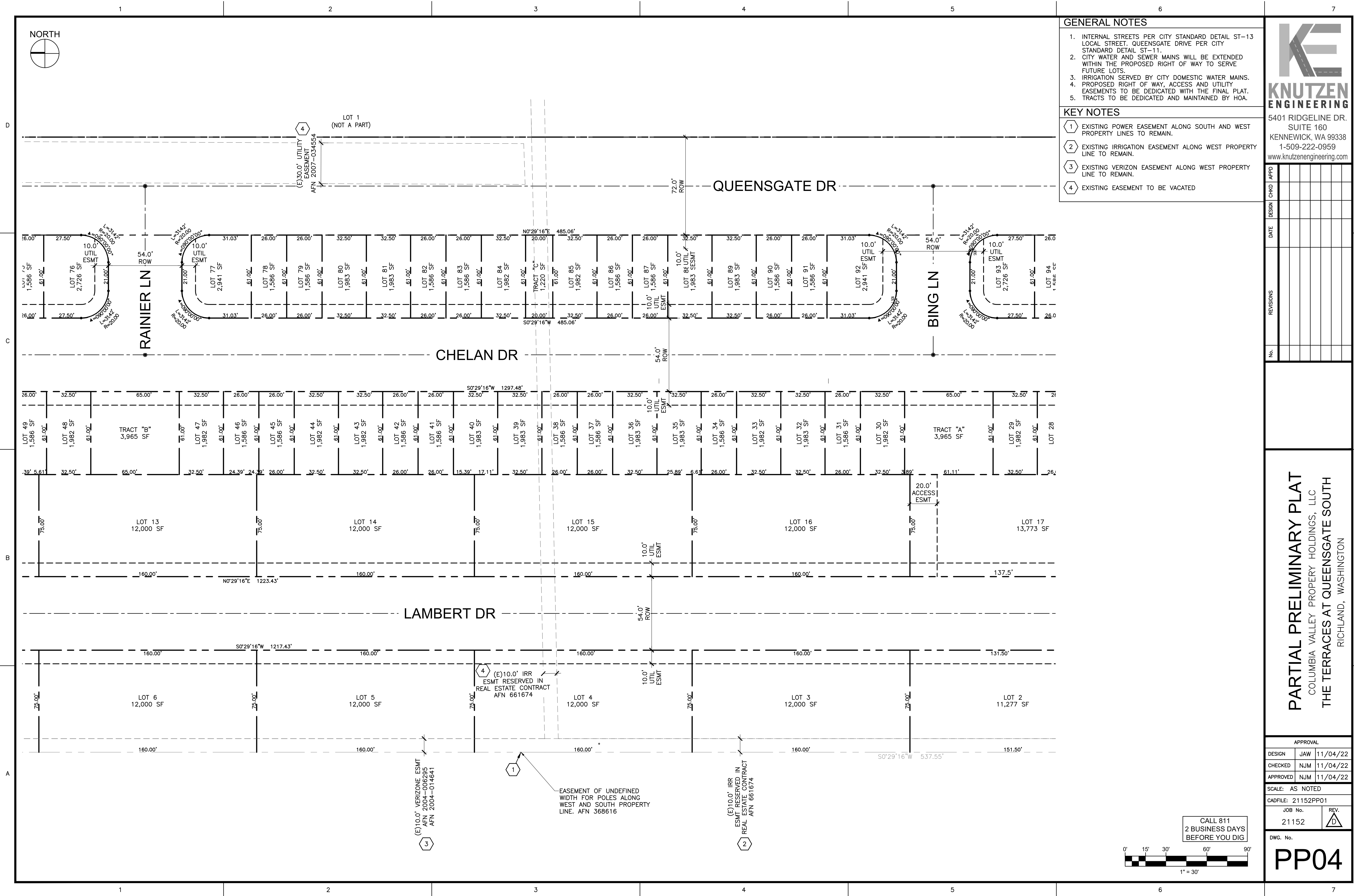


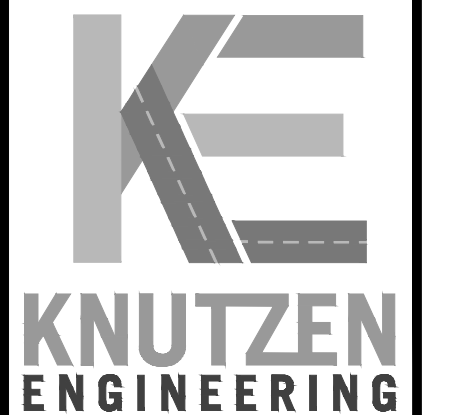
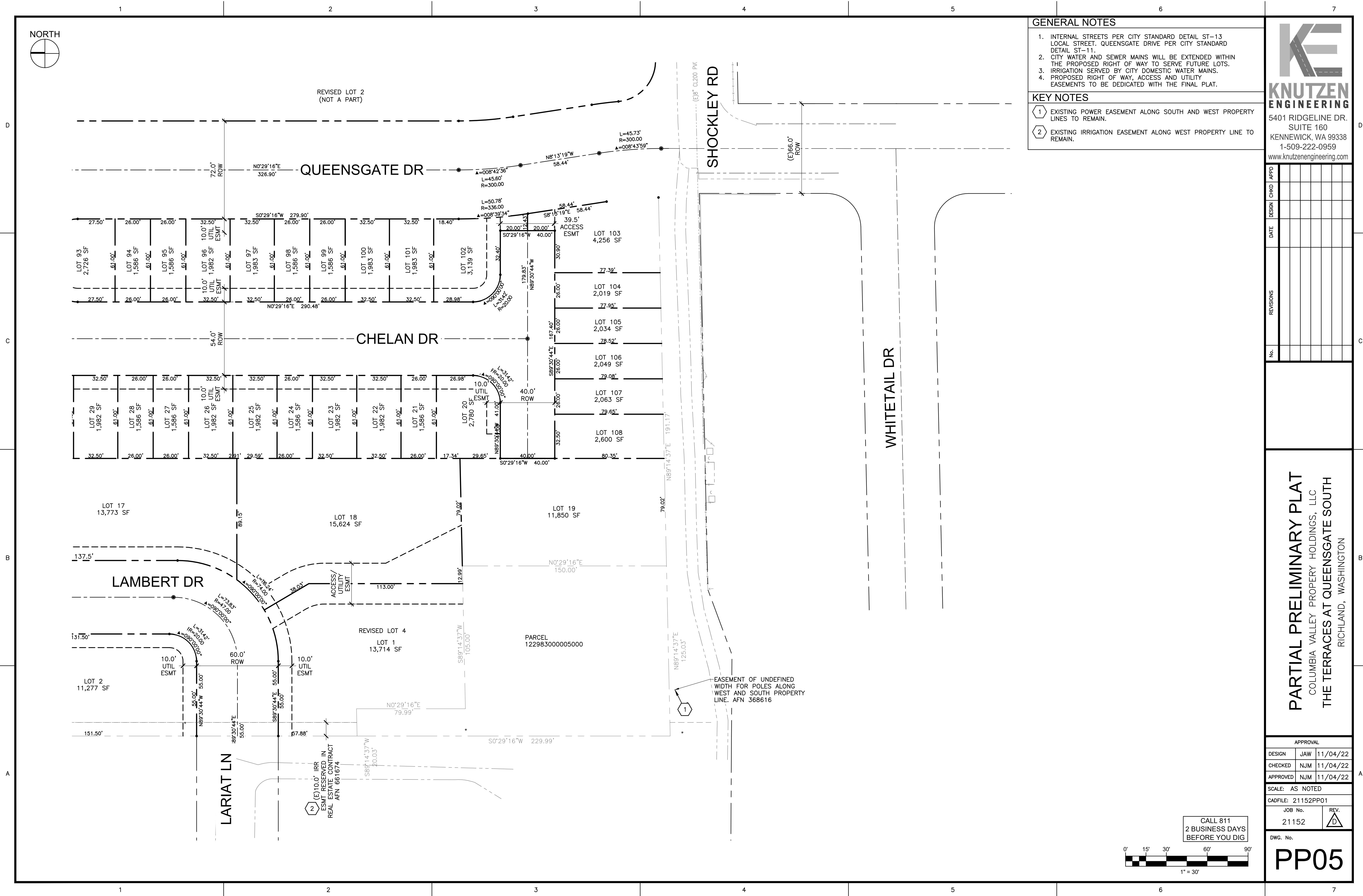
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5401 RIDGELINE DR.
SUITE 160
KENNEWICK, WA 99338
1-509-222-0959
www.knutzenengineering.com

**WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S
INDEXING FORM (Cover Sheet)**

2010-024273 AGR

08/27/2010 08:44:54 AM Pages: 13 Fee: \$74.00

Richland City Clerk

Benton County, Benton County Auditor's Office



August 24, 2010

Return address:

City Clerk

City of Richland

P.O. Box 190, MS-05

Richland, WA 99352

Please print or type information

Document Title(s) (or transactions contained therein):

Development Agreement

Reference Number(s) of Documents assigned or released:

(on page _____ of document(s))

Grantor(s) (Last name first, then first name and initials)

1. City of Richland

2.

3.

4.

5. ☐ Additional names on page _____ of document.**Grantee(s)** (Last name first, then first name and initials)

1. Perry, John

2. Perry, Julee Ann

3. Cosens, Beulah

4. Norword, Linda

5. ☒ Additional names on page 1 of document.**Legal description** (abbreviated: i.e. lot, block, plata or section, townships, range)

Exhibit A on page 11

*Sec 22, Township 9 North,
Range 28*

☐ Additional legal is on page _____ of document.**Assessor's Property Tax Parcel/Account Number***1-2298-300-0002-002*☒ Additional legal is on page 12 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RICHLAND
AND JOHN PERRY, JULEE ANN PERRY, BEULAH COSENS, LINDA
NORWOOD, KERRY WATTS AND JONGJIT WATTS**

THIS DEVELOPMENT AGREEMENT is made and entered into this 20th day of ~~June~~^{July}, 2009, by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or persons having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" include, but are not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Richland and the Owners relates to the amendment of the City Comprehensive Plan land use designations for approximately 47 acres of land generally located south of Keene Road, north of Shockley Road, east of the Plat of Country Ridge and which consists of five separate parcels of record and which has been the subject of File #Z2008-109; and

WHEREAS, the following events have occurred in the processing of the Developer's application:

a) By Ordinance No. 32-08, the City amended the City's Comprehensive Plan land use designation for the Property from Low Density Residential to Commercial (12.5 acres) and Medium Density Residential (34.5 acres) ;

b) Richard Forman and the Country Ridge Homeowners Association, parties of record, filed an appeal before the Eastern Washington Growth Management Hearings Board challenging the validity of the comprehensive plan amendment;

c) Adoption of this development agreement will complete a settlement agreement entered into between the city of Richland, the property owners and the appellants.

d) After a public hearing, by Ordinance No. ~~21-10~~ the City Council authorized the City Manager to sign this Development Agreement with the Owners; and

Now, therefore, the parties hereto agree as follows:

General Provisions

Section 1. *The Project.* Future development of the site is anticipated to be a mix of commercial, office and residential uses as set forth in the comprehensive plan. The owners acknowledge that there is not yet a specific development proposal for the site. This agreement anticipates that the Owners will develop plans themselves and/or sell the site to a Developer(s) who will then develop specific plans for the future use of the site.

Section 2. *The Site.* The project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. *Definitions.* As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) “*Adopting Ordinance*” means the Ordinance which approves this Development Agreement, as required by RCW 36.70B.200.

b) “*Developer*” means any party or parties who acquire ownership of the site or a portion of the site and bring forward plans for the future development of the site and who shall be subject to the applicable provisions of this agreement.

c) “*Existing Development Regulations*” means the ordinances adopted by the City Council of Richland in effect on the date that the Adopting Ordinance takes effect, including the following provisions of the Richland Municipal Code: Title 12 – Streets, Title 19 – Development Regulation Administration, Title 20 – Buildings, Title 22 – Environment, Title 23 – Zoning, Title 24 – Subdivision, and Title 27 Signs as well as all other provisions of City Code that address design standards.

d) “*Owners*” means collectively the parties who have ownership interest in the five parcels of record that comprise the Site.

e) “*Project*” means the anticipated development of the Site, as specified in Section 1 and as addressed in the City’s adopted comprehensive plan.

Section 4. *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – Legal description of the Site.
- b) Exhibit B – Design standards

Section 5. *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Richland, 505 Swift Boulevard, Richland, WA 99352.

b) The “Owners” are John Perry, PO Box 5900, Kennewick, WA 99336; Julee Ann Perry, 1102 Appaloosa Way, Richland, WA 99352; Beulah Cosens, 3680 Keene Road, Richland, WA 99352; Linda Norwood, 324 Columbia Point Drive, Richland, WA

99352; Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; all of whom have ownership interests in some of the five parcels that comprise the site.

c) The "Developer." From time to time, as provided in this Agreement, the Owners may sell or otherwise lawfully dispose of a portion of the Site to a Developer who shall be subject to the provisions of this Agreement related to such portion of the Site.

Section 6. *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

Section 7. *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force indefinitely. This agreement may be modified upon the City's adoption of zoning for the site in a fashion consistent with the Comprehensive Plan, provided that any modification to the agreement shall be consistent with Section 18 herein and shall be consistent with the intent of this agreement. This or any future agreement shall be terminated when the Site has been fully developed. Fully developed shall mean any combination of final plat and site plan approval consistent with this agreement that bind the entire site. The terms and conditions of settlement agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004 are incorporated by reference into this development agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the site described in Exhibit A.

Section 8. *Vested Rights of Owner.* During the term of this Agreement, in developing the Site consistent with the Project described herein, the Owners are assured, and the City agrees, that the Site shall be permitted to develop in accordance with the comprehensive plan designations put into place on the site and that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Owners and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by the Owners.

Section 9. *Current Permitted Uses* The current permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be consistent with the zoning regulations pertaining to the SAG Suburban Agriculture and AG – Agricultural zoning districts, as codified in Title 23 of the Richland Municipal Code. This zoning shall remain in place until such time when the Owners and/or a Developer brings forward a proposal to amend the zoning.

Section 10 *Future Uses.* The future permitted uses, the density and intensity of use, the maximum height and size of proposed buildings shall be determined when the City grants approval of an application(s) for zoning amendment brought forward by the Owners and/or Developer. The future zoning shall be consistent with the City's adopted comprehensive plan and shall include the following:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the Country Ridge property line.
- b) Areas that are designated as Medium Density Residential in the comprehensive plan may be developed to an average density of ten (10) units per acre. For the purposes of calculating density within the Medium Density portions of the site, all residential lands designated either Low density residential or Medium Density Residential may be used to determine the maximum overall permitted density of ten (10) units per acre, provided that the low density buffer identified in subsection a (above) shall be maintained at a maximum density of 3 dwelling units per acre.
- c) A masonry wall, at least six feet in height shall be installed along the length of the western property boundary of the Site, providing a separation between the Site and the adjoining plat of Country Ridge. This wall shall be constructed simultaneously with the development of the adjacent lands that are designated Low Density Residential. Approval of a specific design for the masonry wall shall be part of the development approval process for the Low Density Residential lands. The wall shall be constructed in earth tones consistent with surrounding neighborhoods such as the Applewood and Cherrywood subdivisions.
- d) The Owners shall provide a dedication of a future Queensgate Drive Right-of-Way, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be granted in its entirety at the time that a zoning application is brought forward by the Owners or a Developer for any portion of the Site. The Right-of-Way dedication for Queensgate Drive shall be 70 feet in width. The specific alignment of the future roadway shall be as mutually agreed to by the Owners and the City. Queensgate Drive has been classified as a planned Arterial Collector on the City's Street Function Class Map. As such, direct access from residential lots will be prohibited and commercial access will be managed to limit the number of access points.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
 - 1. Building setbacks;
 - 2. Maximum building height;
 - 3. Landscape screening and/or fencing;
 - 4. Restrictions on outdoor lighting;

5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

- f) No access for future development from the Site onto Keene Road will be permitted. Access from future development onto the future Queensgate Drive shall be separated from the Keene Road/Queensgate Drive intersection by a minimum distance of 300 feet;
- g) Zoning for the portions of the site designated as Commercial shall either be C-1 Neighborhood Retail or shall be part of a Planned Unit Development that will specifically limit the potential commercial uses to those that are of a neighborhood scale and compatible with nearby residential uses and otherwise consistent with C-1 Neighborhood Retail zoning. Zoning for the portions of the site designated as Multi-Family/Office shall be zoned C-LB Limited Business or shall be part of a Planned Unit Development that will specifically limit uses to those that are compatible with C-LB Limited Business zoning. In either case, the permitted development will be specifically limited to buildings no more than thirty (30) feet in height or more than two-stories.
- h) Development proposals within the portions of the Site designated as Commercial shall not be approved unless they are determined to be consistent with the design standards included in Exhibit B (attached) of this agreement and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.
- i) Development proposals within the portions of the Site designated as Low Density Residential shall be reviewed and approved through the City Subdivision process as specified in Title 24 of the Richland Municipal Code or through the Planned Unit Development Application Procedures as set forth in Chapter 23.50 of the Richland Municipal Code.
- j) Development proposals within the portion of the site adjoining Lariat Lane Right-of-Way shall provide for the extension of Lariat Lane eastward to connect with the future Queensgate Drive extension, unless said extension is determined to be unnecessary by the City. Any extension of Lariat Lane into the Site shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.
- k) The process of implementing the comprehensive plan may result in some minor deviations to the plan, such as adjustments in zoning boundary lines. Such deviations may be acceptable if they are deemed minor in nature and consistent with Items a through j as listed above.
- l) The City shall provide notification to the Country Ridge Homeowners Association President and Richard Forman of any development proposed

within the Site that requires public review under the provisions of the Richland Municipal Code.

Section 11. *Subject to City Development Standards.* The Owners acknowledge that the development of the site shall be subject to the City's development standards in place at the time development proposals are brought forward, including but not limited to requirements for payments of fees and/or dedication of property for mitigation of traffic and park impacts; and for the installation and extension of public utility and street systems.

Section 12. *Further Discretionary Actions.* The Owners acknowledge that the City Municipal Code contemplates the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of permit applications under SEPA and under the provisions of Title 19 of the Richland Municipal Code – Development Regulation Administration. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying the provisions of the City Municipal Code.

Section 13. *Existing Land Use Fees and Impact Fees.*

A. Land use fees adopted by the City by ordinance as of the effective date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Site, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in the Titles 12 and 20 of the Richland Municipal Code.

Section 14. *Default.*

A. Failure or delay by either party not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Owners charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Owners to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Richland Municipal Code.

C. Extensions of time granted in writing by mutual consent by all parties to this agreement shall not be construed as a default.

Section 15. *Termination* This or any future Agreement shall be terminated when the Site has been fully developed in accordance with the Agreement. Fully developed shall mean

any combination of final plat approval and site plan approval consistent with this agreement that binds the entire site.

Section 16. *Assignment and Assumption.* This agreement shall not restrict the right of the owners to sell, assign or transfer their properties to any person, firm or corporation. The Owners shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

Section 17. *Covenants Running with the Land.* The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owners, Developer(s) and every purchaser, assignee or transferee of an interest in the Site, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Site, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of an Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Site sold, assigned or transferred to it.

Section 18. *Amendment to Agreement; Effect of Agreement on Future Actions.* This Agreement may be amended by mutual consent of all of the parties, to make minor amendments consistent with the terms of this agreement or to obtain relief from unduly oppressive terms or conditions, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200) and be consistent with the intent of the original agreement. However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Site as the City Council may deem necessary to the extent required by a serious threat to public health and safety. The City shall provide notification to the Country Ridge Homeowners Association President of any proposed amendment to this Development Agreement.

Section 19. *Releases.* Owners, and any subsequent Developer, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

Section 20. *Notices.* Notices, demands, correspondence to the City and Owners shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Director of Community Development and the City Attorney. Notices to subsequent Owners shall be required to be given by the City only for those Owners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

Section 21. *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Benton County Superior Court or the U.S. District Court for Eastern Washington.

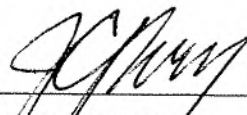
Section 22. *Third Party Legal Challenge.* In the event any legal action or special proceeding is commenced by any person or entity other than a party or an Owner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner(s). In such event, Owners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owners shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 23. *Specific Performance.* The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

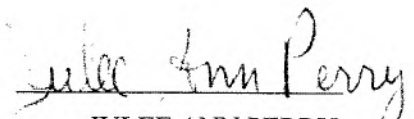
Section 24. *Severability.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

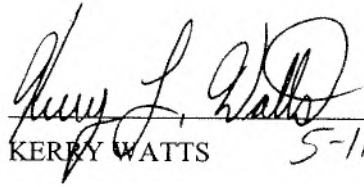
OWNERS

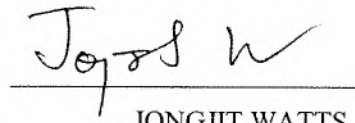
 11/13/09
JOHN C. PERRY


LINDA NORWOOD

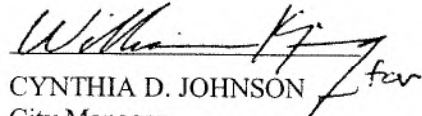
 8-26-09
JULEE ANN PERRY


BEULAH COSENS


KERRY WATTS 5-11-10


JONGJIT WATTS 5-11-10

CITY OF RICHLAND


CYNTHIA D. JOHNSON
City Manager

APPROVED AS TO FORM:

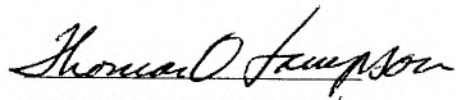

THOMAS L. O. LAMPSON
City Attorney

EXHIBIT A

Legal Description

Those portions of the Southwest Quarter of Section 22, Township 9 North, Range 28 E.W.M. lying south of the Keene Road Right-of-Way and north of the Shockley Road Right-of-Way and consisting of the following Benton County Assessor Parcel Identification Numbers: 1-2298-300-0002-002, 1-2298-300-0002-001, 1-2298-300-0001-009, 1-2298-300-0004-000, 1-2298-300-0003-002 & 1-2298-300-0005-000.

EXHIBIT B

DESIGN GUIDELINES

In order to enhance the human scale and respect the scale and character of the adjoining residential neighborhoods, commercial uses developed under this agreement will comply with the following guidelines:

- The design of all buildings in this commercial area should share similar design characteristics and design vocabulary. Utilizing similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of surrounding commercial and residential buildings should be used to achieve unity.
- Buildings should respect the predominant scale of development in the surrounding area by designing with elements of a similar scale and providing a gradual transition to any larger scaled masses proposed.
- Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- Buildings or portions of a building mass over 50 feet wide are encouraged to divide their elevations into smaller parts. A pronounced change in massing, pronounced changes in wall planes and introducing significant variations in the cornice/roofline are all possible methods to accomplish the desired divisions of elevations into smaller parts.
- Building colors should emphasize muted earth tones. The use of highly reflective or glossy materials should be used for accent only.
- Rich materials and a variety of materials are desirable on both the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
- All sides of a building should express consistent architectural detail and character.
- All site walls and screen walls should be architecturally integrated with the building.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.
- Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.

Exhibit 4 - Ordinance 2022-03

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF THE PLAT OF COUNTRY RIDGE.

WHEREAS, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

WHEREAS, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

WHEREAS, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

WHEREAS, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

WHEREAS, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

WHEREAS, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

WHEREAS, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

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

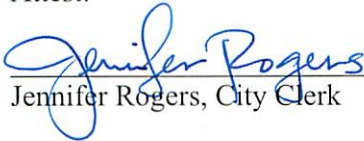
Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

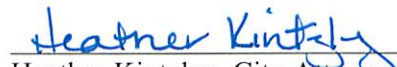
PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 15th day of February, 2022.


Michael Alvarez, Mayor

Attest:


Jennifer Rogers, City Clerk

Approved as to Form:


Heather Kintzley, City Attorney

First Reading: February 1, 2022
Second Reading: February 15, 2022
Date Published: February 20, 2022

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this ____ day of _____, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

I. RECITALS

WHEREAS, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

WHEREAS, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

WHEREAS, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

WHEREAS, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

City of Richland
a Washington municipal corporation

Columbia Valley Property Holdings, LLC
a Washington limited liability company

By: _____
Jon Amundson, ICMA-CM
City Manager

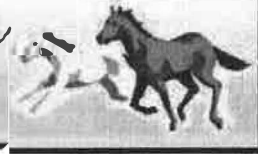
By: _____
Mallikarjuna Vallem
Managing Member

Approved as to Form:

Heather Kintzley, City Attorney

Exhibit A-1

Country Ridge Home Owners Association
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20th day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

RECITALS

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

AGREEMENT

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:

Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

Section 10(f) of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

Section 10(g) of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

Section 10(h) of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

Section 10(j) of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

Kerry Watts, Owner

Jongjit Watts, Owner

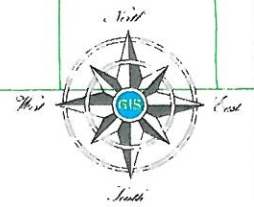
City of Richland,
a Washington municipal corporation

By: _____
Jon Amundson
Interim City Manager

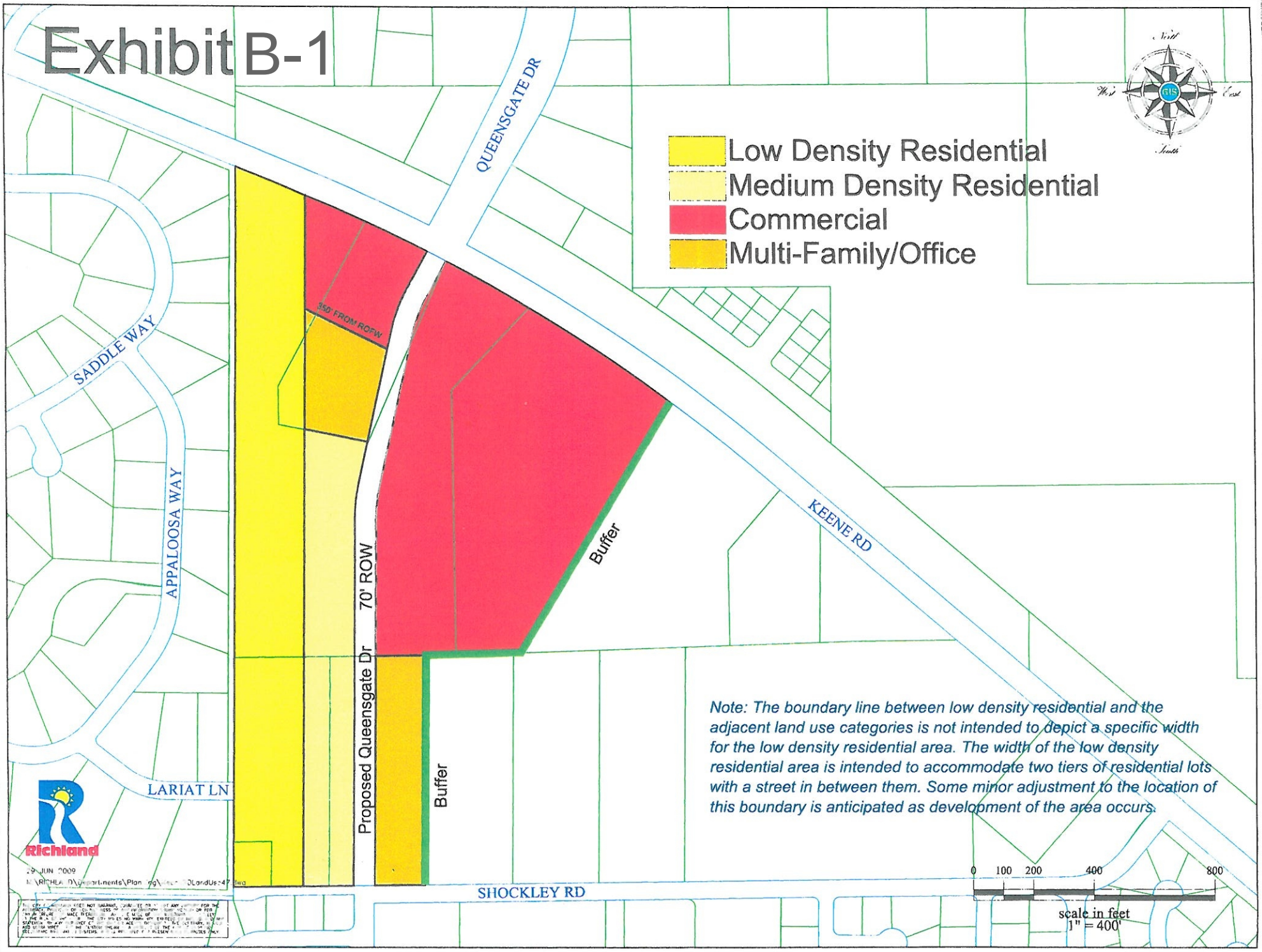
APPROVED AS TO FORM:

Heather Kintzley
City Attorney

Exhibit B-1



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office



29 JUN 2009
N:\RICHLAND\Departments\Plan\g\LandUse\47

THIS MAP IS A PRELIMINARY DRAFT AND IS NOT A FINAL MAP. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN FOR THE PRELIMINARY REVIEW OF THE PROJECT. ANY CHANGES TO THE MAP WILL BE MADE BY THE RICHLAND COUNTY PLANNING AND ZONING DEPARTMENT. THE RICHLAND COUNTY PLANNING AND ZONING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP. THE RICHLAND COUNTY PLANNING AND ZONING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS MAP.

Exhibit 5 - Geotechnical & Soils

EXHIBIT B

GEOTECHNICAL ENGINEERING EVALUATION

SIGNATURE ESTATES AT QUEENSGATE RICHLAND, WASHINGTON October 20, 2016

Prepared For:
Friendship Enterprises, LLC
68 Canyon Street
Richland, Washington 99352

Prepared By:
Intermountain Materials Testing & Geotechnical



Geotechnical Engineering • Construction Materials Testing & Inspection
2301 N. Commercial Ave., Pasco, Washington 99301
(509) 545-9217 www.imt-testing.com



INTERMOUNTAIN MATERIALS TESTING & GEOTECHNICAL

PO Box 2801
Pasco, WA 99302-2801
(509) 545-9217 • (509) 545-9243 FAX

October 20, 2016

Mr. Jeff Jensen
Jensen and Associates Consulting Engineers
3505 S. Volland Street
Kennewick, Washington 99337

Re: Geotechnical Engineering Evaluation
Signature Estates at Queensgate
Richland, Washington

Dear Mr. Jensen:

Intermountain Materials Testing has completed our authorized geotechnical engineering evaluation for the proposed Signature Estates at Queensgate development along the proposed Queensgate Drive extension located between Keene Road and Shockley Road in Richland, Washington. The attached report presents the results of our field evaluation, laboratory testing, and our engineering opinions and recommendations to assist with the design and construction of the proposed project.

We appreciate the opportunity to be of service to you on this project. Please contact us if you have any questions or need additional information.

Respectfully Submitted,
INTERMOUNTAIN MATERIALS TESTING

Brian W. Binsfield, P.E.
Geotechnical Services Manager

BWB/gsl
Addressee USPS – 2
Addressee Email – JensenEngineering@Outlook.com



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Signature Estates at Queensgate
Richland, Washington

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Appendix B – Laboratory Test Results

Appendix C – Important Information about Your Geotechnical Engineering Report

INTRODUCTION

This report presents the results of our geotechnical engineering evaluation for the proposed Signature Estates at Queensgate project located near the intersection of Queensgate Drive and Keene Road in Richland, Washington. The location of the project is shown on the attached Vicinity Map, Figure 1. The purpose of the evaluation was to explore and evaluate subsurface conditions at the site in order to provide geotechnical engineering opinions and recommendations with respect to project design and construction. This report presents the results of our field evaluation, laboratory testing, and our engineering opinions and recommendations to assist with the design and construction of the proposed project.

SCOPE OF WORK

To complete the geotechnical evaluation, we accomplished the following scope of work:

1. USDA Natural Resources Conservation Service and U.S. Geologic Survey mapping information for the project sites and surrounding areas were reviewed.
2. Subsurface conditions at the site were explored by excavating 20 test pits within the proposed construction area to depths ranging between approximately 5 and 14 feet below the existing ground surface. Soils encountered in the test pits were visually classified and the subsurface profiles were logged. Representative soil samples were collected for classification and laboratory testing.
3. Infiltration testing was conducted in two test pits to assist with the design of on-site stormwater disposal facilities.
4. Laboratory testing was performed on selected soil samples obtained from the test pits to assess the engineering and index properties.
5. Results of the field evaluation and laboratory testing were reviewed with respect to the proposed construction.
6. Engineering analyses were performed and recommendations were prepared to assist project planning, design, and construction.
7. This report was prepared, including logs of the test pits, results of our laboratory testing, our analyses, and our recommendations for design and construction.

PROJECT DESCRIPTION

It is IMT's understanding that preliminary plans include extending Queensgate Drive from Keene Road to Shockley Road, and constructing a new local road parallel to and south of Queensgate Drive, connecting to Lariat Lane near the southwest property line. Plans include developing the approximate 36-acre property as a mixed-use development to include commercial structures with associated parking, medium and low density residential structures with associated parking and driveways, a neighborhood park, and a development-wide stormwater retention pond.

Given the preliminary nature of the current site layout, this report has been developed to address site grading associated with the proposed infrastructure improvements. Depending on the size, location, and type of development, individual commercial and residential developments planned within the site may require site-specific geotechnical engineering prior to design and construction. Construction materials will likely include concrete foundation components and slabs, but at this time, specific design criteria are not available. For our purposes, we have assumed that residential wall loads will be on the order of 2 to 3 kips per lineal foot and that column loads, if any, will be less than 30 kips.

It is our further understanding that site grading will generally include cuts and fills on the order of 10 feet below the existing ground surface, with localized cuts approaching as much as 22 feet and fills up to 18 feet. Retaining walls with heights up to 10 feet may be necessary to support the preliminary grading. Proposed site utility profiles indicated pipe depths of up to 20 feet below existing site grade.

FIELD EXPLORATIONS

We explored subsurface conditions at the site by excavating 20 test pits (TP-1 through TP-20) on July 13, 2016. The test pits were excavated at or near the locations shown on the attached Exploration Location Map, Figure 2. The test pits were excavated at locations we selected, and were located in the field by topographic layout provided by Jensen and Associates Consulting Engineers (JACE) and by GPS measurement from existing site features.

The test pits were excavated between approximately 5 and 14 feet below existing site grade with a track-mounted excavator using a 3-foot-wide bucket provided by BMB Development under subcontract to Friendship Enterprises, LLC. An engineering representative from our firm continuously observed the excavation of the test pits, logged the subsurface conditions, and obtained representative soil samples. The soils encountered in the test pits were visually described and classified in general accordance with ASTM D-2487 and D-2488 and were classified according to the Unified Soil Classification System (USCS). Logs of the test pits are presented on the Log of Test Pit sheets in Appendix A attached to this report. A copy of the USCS chart is included with this report. Depths referred to in this report are relative to the existing ground surface elevation at the time of our field investigation. Soil samples obtained from the test pits were stored in watertight containers and transported to our laboratory for further visual examination and testing.

The test pits were backfilled at the completion of the field evaluation. The backfill was compacted to the degree possible with the bucket on the excavator, but will settle with time. We recommend that the backfill be removed and replaced with structural fill as recommended herein.

INFILTRATION TESTING

Infiltration testing was conducted in two test pits preselected by JACE, TP-5 and TP-20. The test pits were excavated to depths of approximately 5 and 6 feet below the ground surface, respectively. The tests were conducted using single-ring infiltrometer test methods in general accordance with the guidelines established by the Washington State Department of Ecology and presented in Appendix 6B of the *Stormwater Management Manual for Eastern Washington*, dated September 2004. The infiltration test involved driving a 2-foot long section of 12-inch diameter pipe 6 inches into the ground. Due to the relatively slow infiltration rate of the site soil, we were unable to conduct constant head permeability testing in the infiltrometer pipe. We therefore conducted a falling head infiltration tests for a 2-hour test period and used the last half-hour for our infiltration calculations.

LABORATORY TESTING

Laboratory tests were performed on representative soil samples obtained from the borings. The tests performed consisted of moist content determinations (ASTM D 2216) and Particle Size Analysis tests (ASTM D 6913). These tests were used to assist in soil classification and in the evaluation and formulation of engineering recommendations. The results of the laboratory tests performed are included in Appendix B attached to this report.

SITE CONDITIONS

Location and Surface Conditions

The project site is located on the south side of Keene Road and the north side of Shockley Road along the future Queensgate Drive extension in Richland. Specifically, the site is located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, T9N, R28E, W.M. The parcel is mostly undeveloped except for one residence extending off of Keene road which has been razed. The site generally slopes down from Shockley Road to Keene Road with an elevation difference of approximately 80 feet. On the northwest side of the parcel near Keene Road, the ground is at approximately elevation 520 feet (MSL) and ascends (slopes upward) to the southwest property line at approximately elevation 600 feet (MSL). The median elevation is approximately 560 feet (MSL). The southern property boundary terminates near the intersection of Shockley Road and Queensgate Drive. The ground surface is covered in small grasses and weeds with intermittent bushes and mature trees scattered throughout the parcel. A distinctive terrace of approximately 20 feet in elevation difference is located approximately 350 to 500 feet in from Keene Road and runs parallel to Keene Road on the parcel.

Regional Geology

The development lies on the Columbia Plateau, a broad plain situated between the Cascade Range to the west and the Rocky Mountains to the east. The Columbia Plateau was formed by a thick sequence of Miocene-Age tholeiitic basalt flows, called the Columbia River Basalt Group that erupted from fissures in north-central and northeastern Oregon, eastern Washington, and western Idaho. The Columbia Plateau is often called the Columbia Basin because it forms a broad lowland surrounded by mountains. The Columbia River Basalt Group is underlain by continental sedimentary rocks from earlier in the Tertiary Period. The Pliocene-Age Ringold formation sediments overlie the Columbia basalts. The Ringold Formation sediments consist of a heterogeneous mix of variably cemented and compacted gravel, sand, silt, and clay deposited by the ancestral Columbia, Snake, and Yakima Rivers. Surficial deposits consist of Plio-Pleistocene loess, silt, and fine-grained sand.

The Geologic Map of the Richland 1:100,000 Quadrangle (DGER OF 94-8) maps the site as silt and sand outburst flood deposits (Qfs₃) near the surface and gravel outburst flood deposits (Qfg₁) at depth. The outburst flood deposits are described as lacustrine silt and fine sand, fluvial coarse to fine sand, and fluvial gravel and cobbles. These soils were deposited by outburst floods from glacial Lake Missoula and are found at maximum +1,200 feet elevations, but generally not extensively above +900 feet MSL.

Subsurface Conditions

We encountered generally similar subsurface conditions at each of the test pit locations ranging from silty sand (SM) to sandy silt (ML). Beneath the organic-laden topsoil in test pits TP-1, TP-2, and TP-13 through TP-16, we encountered silty sand (SM). We characterized the silty sand as loose to medium dense and dry. The silty sand extended to the maximum depths explored of approximately 14 feet below the existing ground surface.

Beneath the organic-laden topsoil in the remaining test pits (TP-3 through TP-12, and TP-17 through TP-20), we encountered sandy silt and silt with sand (ML). The silt soils extended to the maximum depths explored of 12 feet below grade. We characterized the sandy silt and silt with sand as loose to medium dense and dry.

Detailed descriptions of the soil and geologic conditions encountered in the test pits are presented on the Test Pit Log sheets in Appendix A of this report. The Unified Soil Classification System is also included in Appendix A for reference.

Groundwater

Groundwater was not encountered in the test pits excavated at the site to the depths explored during our subsurface exploration on July 13, 2016. Numerous factors contribute to groundwater fluctuation and evaluations of such factors are beyond the scope of this report. We estimate groundwater is beyond 40 feet in this area based on the Washington Department of Ecology Groundwater Well Log Database.

Liquefaction

Liquefaction may occur in loose, saturated cohesionless soils when they are subjected to earthquake ground motions. Liquefaction potential at the site was evaluated using the DCP (N-value) based method outlined in Seed and Harden (1990) and using the subsurface information from the test pits. The soils are generally silty sand or sandy silt and are medium dense, and in our opinion, the groundwater table is well below the site to influence the soils during a seismic event. Additionally, the mapped maximum earthquake S_s is less than 0.5g, therefore no liquefaction analysis is required for the site. In our opinion, the chance of liquefaction occurring at the site is extremely unlikely.

Slope Stability

We developed a slope profile based on site topography obtained from our site reconnaissance and soil information. We estimated the soil strength parameters based on our experience with similar soils. We based our slope profile on soil conditions and ground surface elevations as they currently exist with the residential improvements constructed.

We evaluated the slope stability using the computer program STB2006. Over 100 critical failure areas were analyzed and reviewed. In general, geotechnical professionals consider a slope with a 1.5 or greater safety factor stable for long term conditions. The results indicate the residential improvements have a safety factor greater than 1.5; therefore, the slope is considered stable for long term conditions. No indications of slope instability were observed during our field investigation. Based on our analysis, the placement of the structures on the property does not adversely impact the stability of the slope.

CONCLUSIONS AND RECOMMENDATIONS

General

Based on the results of our site explorations and understanding of the proposed construction, it is our opinion that the proposed project can generally be constructed as envisioned. Specific recommendations for project design and construction are included in the following paragraphs of this report. Our conclusions and recommendations are based on our project understanding and experience with similar soil conditions. If soil conditions are encountered during construction that differ from those described in this report, we should be notified so that we may update our opinions and recommendations, if necessary.

The primary geotechnical concern for the Signature Estates development is the construction of a terraced hillside development. Based on our site observations, the existing slopes throughout the site appear relatively stable. Whenever constructing on or near slopes, the owners must accept a risk that slope movement can occur. Proper construction, building setbacks, and proper drainage will reduce these risks. Placing fill or a load on a slope, cutting away the slope toe, or introducing water onto a slope are the primary causes of slope movement or landslides.

Pre-Wetting

Because of the dry soil conditions at the site, moisture conditioning will be necessary to facilitate construction of the embankments and for dust control. We recommend pre-watering the areas to be excavated. By pre-watering, the moisture content of the soil can be brought to near optimum moisture content, thereby reducing the need to add water during placement of the embankment. Significant savings in time and effort during compaction can often be realized through pre-watering the excavation areas.

We recommend that enough water be added to the borrow area to bring the soil to within ± 1 percent of optimum moisture content to a depth of 2 feet below the bottom of the proposed excavation. We expect optimum moisture content on these soils to be in the range of 12 to 14 percent of dry weight. Based on our experiences, the wetted front is expected to advance at a rate of about 12 inches per 24 hours of water application.

Site Preparation

Initial site preparation will include the clearing and grubbing of the existing vegetation from the site. We recommend that all vegetation and root zone be excavated and removed from the proposed construction areas. Based on our explorations, we estimate a stripping depth on the order of 3 inches will be required for topsoil removal. The striped soils may be reused as fill in landscape areas only and should not be used as structural fill. After clearing and grubbing operations are complete, we recommend that the exposed soil be scarified, moisture-conditioned, and compacted to at least 92 percent of the maximum dry density as determined by ASTM D 1557 (modified proctor) prior to construction or the placement of structural fill. Soft or pumping areas which cannot be adequately compacted should be over-excavated to firm soil or to a depth of 2 feet, whichever is less, and replaced with structural fill compacted to 95 percent of the modified proctor maximum dry density.

Structural Fill

Based on our explorations, it is our opinion that the native soils are generally suitable for reuse as structural fill provided the material is moisture conditioned for compaction and free of debris, organic material, and frozen soil. We recommend imported structural fill consist of granular material such as sands or gravels containing less than about 10 percent fines (material passing a No. 200 sieve). Imported structural fill should also be free of debris, organic material, frozen soil and rock particles greater than about 4 inches in diameter.

We recommend structural fill be moisture conditioned within about 2 percentage points of optimum moisture content and placed in horizontal lifts no thicker than 8 inches before compaction. We recommend structural fill be compacted to at least 95 percent of the modified proctor maximum dry density. Non-structural fill should be placed in loose lifts not exceeding 12 inches in thickness and compacted to at least 85 percent of maximum dry density. Structural fill should not be placed on or over topsoil, non-structural fill, wet or frozen soils, or other unsuitable materials.

From our previous experience with similar soils, effective compaction of fine grained materials can generally be accomplished using heavy rubber-tired equipment. We suggest that for mass grading, a loaded scraper, off-road mining truck or water wagon be used to effectively compact the soils. Proper routing of hauling equipment across the fill area can produce good compaction results with moderate effort when the moisture content of the material is near optimum.

Shrink/Swell Considerations

We characterized the native soils at the site to be in a loose to medium dense condition. Because of this condition, we expect the soil to shrink approximately 15 percent after compaction. In other word, 115 cubic yards of in-place bank material will be required to produce 100 cubic yards of compacted embankment. Swell from bank volume to bulk hauling volume is expected to be approximately 20 percent.

Temporary Excavations

Based on our subsurface explorations, it is our opinion the native soils can be excavated with standard soil excavation equipment. We characterized the soils encountered as Type C soils according to OSHA guidelines. We therefore recommend temporary excavations greater than four feet deep be sloped no steeper than 1.5H:1V (horizontal to vertical). Unsupported vertical cuts deeper than 4 feet are not recommended if worker access is necessary. Alternatively, deeper excavations may be shored or braced in accordance with OSHA specifications and local codes. The project contractor will be responsible for ensuring that excavations are properly constructed for worker protection.

Slope Construction

Fill placed on slopes steeper than 5H:1V should be keyed and benched into the existing native soils. We recommend that benches be cut into the native slope a minimum of 10 feet horizontally and a minimum of 2 feet vertically.

We recommend that the exposed soil of each bench be scarified, moisture-conditioned, and compacted to at least 92 percent of the maximum dry density prior to the placement of structural fill. If excavations for cut slopes expose loose, cohesionless, significantly fractured or otherwise unsuitable material, over-excavation and replacement of the unsuitable materials with compacted structural fill shall be accomplished as recommended above.

Fill slopes should be constructed with suitable structural fill soil that has been properly moisture conditioned and compacted to at least 95 percent of the modified proctor maximum dry density.

We recommend that permanent cut and fill slopes be inclined no steeper than 2H:1V. Fill slopes should be overbuilt and then trimmed back to uniformly compacted material. The final slope surface should be track-walked or grid rolled to improve the slope's resistance to erosion. We recommend that surface drainage be directed away from all slope faces.

Slope Protection

The site soils are prone to erosion and will require protection and maintenance. Since the site soils are susceptible to wind and water erosion, it is strongly recommended that erosion control measures such as proper grading, erosion control blankets or fabrics, sprayed tackifiers, the rapid establishment of new vegetation or some combination of these, be utilized on all slopes within this project.

Foundations

Based on the data obtained from our test pits, it is our opinion that foundations for the residential and lightly-loaded commercial buildings and associated improvements can be supported on compacted native soils or structural fill placed on the compacted native soils. For our purposes, we have assumed that residential and commercial wall loads will be on the order of 2 to 3 kips per lineal foot and that column loads, if any, will be less than 30 kips. If structures have greater loads, we request that we review those plans to see if any additional geotechnical analysis is required for the intended structure. We recommend that exterior foundations bear at least 24 inches below the exposed ground surface for frost protection or as required by local building codes.

We recommend that exposed foundation subgrades be compacted to 95 percent of the modified proctor maximum dry density. Foundation subgrades should be compacted to at least 12 inches horizontally beyond the footing perimeter. We recommend that foundation bearing surfaces be free of loose soil and debris. Foundations should not bear on topsoil, non-structural fill, or other unsuitable materials. We recommend that an experienced geotechnical engineer observe foundation subgrades to evaluate if suitable bearing soils are exposed and prepared as recommended.

We recommend that continuous footings and isolated column footings have minimum widths of 16 and 24 inches, respectively. It is our opinion that foundation subgrades prepared as recommended are suitable for support of spread footings designed to exert a net allowable bearing pressure of 1,500 pounds per square foot (psf) or less. This bearing pressure may be increased by one-third for short-term wind and seismic conditions.

If the previous recommendations are implemented, it is our opinion that total settlement will be approximately 1 inch or less and that differential settlement will be less than ½ inch. We estimate that settlement of the native soil or structural fill occur with the application of loads during construction. If foundation subgrades become disturbed during construction and loose soil is not removed, settlements larger than those estimated may occur.

We recommend that all backfill placed on the exterior sides of the foundation walls be compacted to a minimum of 90 percent of the modified proctor maximum dry density. Beneath pads, slabs and steps, backfill should be compacted to a minimum of 95 percent of the modified proctor maximum dry density. Backfill should be brought up uniformly on both sides of foundation walls to minimize the potential for displacement.

Slope Setbacks

In accordance with IBC 2015 Section 1808.7.2 *Foundation Setback from Descending Slope Surface*, "Foundations on or adjacent to slope surfaces shall be founded in firm material with an embedment and setback from the slope surface sufficient to provide vertical and lateral support for the foundation without detrimental settlement. Where the slope is steeper than 1 unit vertical in 1 unit horizontal (100-percent slope), the required set back shall be measured from an imaginary plane 45 degrees to the horizontal, projected upward from the toe of the slope." We recommend that the building footprint shall be setback from the top of the slope for a distance of a minimum of 12 feet and 15 feet from the bottom of the slope. The long term performance of the structure near slopes is dependent on the protection of slopes from erosion or over steepening by cutting into the toe of the slope. Lots should be maintained to prevent erosion or undermining the toe. If the slopes will be modified from their constructed configuration, we recommend properly designed retaining walls should be used.

Seismic Conditions

Based on our test pit logs, and our review of well logs in the vicinity of the site, we interpret the site to be classified as Site Class D as defined by Table 20.3-1 of Chapter 20 of the American Society of Civil Engineers ASCE 7. The spectral response accelerations for short periods (S_s) and a 1-second period (S_1) in the vicinity of the site were determined from Figures 1613.3.1(1) and 1613.3.1(2) of the 2015 IBC, respectively. The mapped S_s coefficient for the site is 0.420 and the mapped S_1 coefficient for the site is 0.162.

Lateral Foundation Resistance

Lateral foundation loads will be resisted by friction against the base of the foundation and the passive earth pressure acting against the sides of the foundation. For sliding resistance at the base of foundations, we recommend using a frictional coefficient of 0.3 for the contact between the foundation concrete and native soils or compacted structural fill. The passive earth pressure resulting from compacted backfill against the sides of foundations can be calculated as an equivalent fluid pressure using a fluid unit weight of 230 pounds per cubic foot (pcf). Both of the above values include a safety factor of about 1.5.

Retaining Walls

Retaining walls may be necessary on the site. Cast-in-place concrete walls may retain significant amounts of soil and should be designed to resist lateral earth pressures. The equivalent fluid pressure used to design the walls will depend on the material used as backfill and whether the walls are designed to be flexible during backfilling (active soil pressure) or rigid (at-rest soil pressure). We recommend using the following values for design.

RECOMMENDED LATERAL EARTH PRESSURES			
Wall Type	Condition	Lateral Pressure Coefficient	Equivalent Fluid Density (pcf)
Flexible	Active	$K_a = 0.32$	35
Rigid	At-rest	$K_o = 0.48$	55

For the on-site silt and silty sand soils, we assumed a unit weight of 110 pcf and an angle of internal friction of 31 degrees. We recommend that retaining wall backfill be placed as structural fill. In order to prevent over-compaction of the fill and deflection of the retaining wall, we recommend that hand-operated compaction equipment be used within 3 feet of retaining walls.

The above equivalent fluid densities are based on the assumption of a free-draining condition behind the retaining walls. To prevent hydrostatic pressures from developing against the walls, we recommend placing a minimum 12-inch thick zone of free-draining granular material containing less than 5 percent fines against the wall. As an alternative to the free-draining layer, a geocomposite drainage mat may be placed against the wall.

Concrete Slabs-On-Grade

We anticipate slab subgrades will consist of compacted native soils or structural fill. We recommend that slab subgrades be compacted to a minimum of 95 percent of the modified proctor maximum dry density. We recommend concrete slabs-on-grade be underlain by a minimum of 6 inches of crushed aggregate base. We recommend using Washington Department of Transportation (WSDOT) crushed surfacing below slabs (Standard Specification 9-03.9(3)). The crushed surfacing should be compacted to a minimum of 95 percent of the modified proctor maximum dry density.

Stormwater

Based on the results of our infiltration testing in TP-5 (east location) and TP-20 (northwest location), we calculated the infiltration of the sandy silt soils encountered in the test pits. We calculated an infiltration rate of 2.25 and 3.0 inches per hour for TP-5 and TP-20, respectively. These rates do not include a safety factor. We recommend applying a factor of safety of at least 2.5 in order to establish a long term design infiltration rate.

Pavements

Based on the results of our explorations at the site, we anticipate that pavement subgrades will consist of sandy silt. We recommend that the upper one foot of the pavement subgrade be compacted to a minimum of 95 percent of the modified proctor maximum dry density.

Prior to placing the aggregate base, we recommend that all subgrade areas be proof-rolled with a loaded dump truck. This precautionary measure would assist in detecting any localized soft areas. Any soft areas discovered during the proof-rolling operation should be over-excavated to firm bearing or a maximum depth of 2 feet, whichever is less, and replaced with structural fill placed and compacted as previously recommended. We recommend that the proof-rolling process be observed by an experienced geotechnical engineer to make the final evaluation of the subgrades.

For pavement subgrades compacted as recommended above, we recommend a pavement section for main traffic drive areas consist of a minimum of 3 inches of asphalt overlying 8 inches of crushed rock base. The upper 2 inches of the crushed rock base can be comprised of crushed surfacing top course. For automobile parking lots we recommend the pavement section consist of a minimum of 2.5 inches of asphalt overlying 6 inches of crushed rock base. We recommend that pavements within the City of Richland right-of-way be constructed in accordance with the City of Richland standards.

We recommend specifying crushed gravel base meeting the requirements of the WSDOT Standard Specifications for crushed surfacing. We also recommend that the asphalt concrete pavement meet the requirements of WSDOT Standard Specifications for hot mix asphalt. The crushed gravel base should be compacted to a minimum of 95 percent of its modified proctor maximum dry density. We recommend that the asphaltic concrete surface be compacted to 91 percent of the (rice) theoretical maximum density, as determined in accordance with AASHTO T209.

Additional Recommended Services

We recommend that IMT be retained to review the final plans and specifications for the project prior to construction. Also, we recommend that IMT be retained to provide construction monitoring services to verify that soil and geologic conditions are consistent with our report and that the report recommendations are incorporated into the actual construction. Compaction testing should be performed by an experienced engineering technician at the time of construction to verify the recommended levels of compaction are achieved. If we are not retained to provide the recommended plan review and construction monitoring services, we cannot be responsible for soil engineering related construction errors or omissions.

Mass grading of the property to achieve the design configurations and elevations will require cuts and fills involving large volumes of soil. We require that an experienced geotechnical engineering representative be on site during earthwork operations to observe subgrade preparation and fill placement. Soil conditions shall be evaluated by in-place density testing in accordance with ASTM D2922, visual evaluation, probing and proof-rolling of the fill to check for compliance with the recommendations of this report. A moisture-density curve shall be established in accordance with ASTM D1557 method for native subgrade soil and imported fill materials prior to grading.

EVALUATION LIMITATIONS

This report is for the exclusive use of Friendship Enterprises, LLC and JACE and their agents for use in design of the proposed project and preparation of construction documents. This report has been prepared to assist with the design and construction of the proposed Signature Estates project and improvements on Queensgate Drive between Keene Road and Shockley Road in Richland, Washington. The information contained herein is not applicable to other sites. In the absence of our written approval, we make no representations and assume no responsibility to other parties regarding this report. The data, analyses, and recommendations presented may not be appropriate for other structures or purposes.

The analyses and recommendations submitted in this report are based on the data obtained from the test pits excavated at the locations indicated on the attached Exploration Location Map, Figure 2. It should be recognized that the explorations performed for this evaluation reveal subsurface conditions only at specific locations on the project site and that conditions between the test pits and in other areas could vary. Furthermore, the nature and extent of any such variations would not become evident until additional explorations are performed or until construction activities have begun. If significant variations are observed at that time, we may need to modify the conclusions and recommendations contained in this report to reflect the actual conditions encountered.

If there is a substantial lapse of time between the submission of this report and the start of work at the site, or if site conditions have changed due to natural causes or construction operations at or adjacent to the site, or if the basic project design is significantly modified from that assumed, we recommend that this report be reviewed to determine if the conclusions and recommendations contained herein are still applicable. Please see Important Information about Your Geotechnical Engineering Report in Appendix C.

Our services consist of professional opinions and conclusions made in accordance with generally accepted geotechnical engineering principles and practices. This acknowledgement is in lieu of all warranties either expressed or implied.

FIGURES



VICINITY MAP

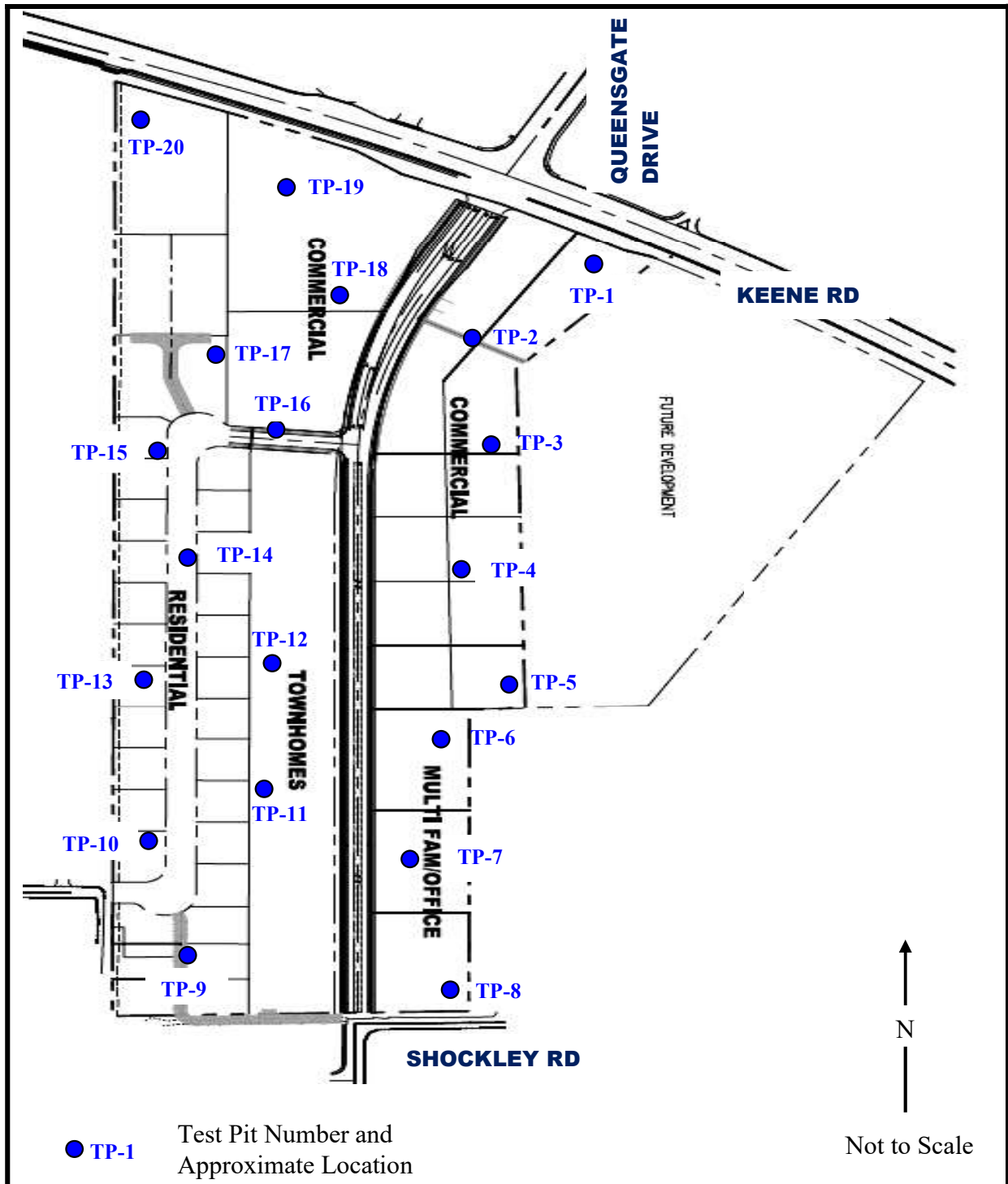
Signature Estates at Queensgate
Richland, Washington

October, 2016

Project No. S16146

Figure

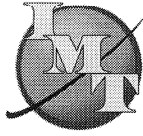
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	EXPLORATION LOCATION MAP		Figure 2
	Signature Estates at Queensgate Richland, WA		
	October 2016	Project No. S16146	

APPENDIX A

**TEST PIT LOGS &
USCS CLASSIFICATION GUIDE**

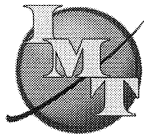


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-1**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.860', W119 18.174'	Elevation:	527'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						43.3% passing No. 200 sieve
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

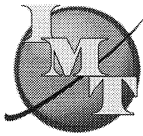


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-2

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.822', W119 18.218'	Elevation:	536'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

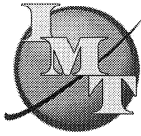


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-3

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.767', W119 18.236'	Elevation:	547'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						62.1% passing No. 200 sieve
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

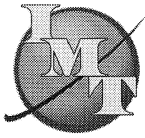


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-4

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.713', W119 18.254'	Elevation:	567'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

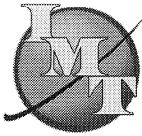


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-5**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.679', W119 18.220'	Elevation:	552'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						81.6% passing No. 200 sieve
6			Bottom of Test Pit = 5' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			Infiltration Test Performed
8						
10						
12						
14						

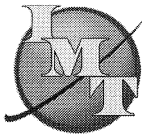


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-6

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.634', W119 18.233'	Elevation:	551'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						

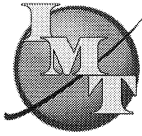


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-7

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.580', W119 18.250'	Elevation:	560'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12						
14						
			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			

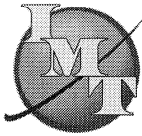


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-8

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.550', W119 18.240'	Elevation:	574'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SILT WITH SAND, non plastic fines, fine-grained sand, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						83.6% passing No. 200 Sieve
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

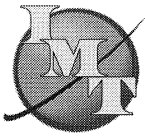


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-9**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.562', W119 18.325'	Elevation:	588'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

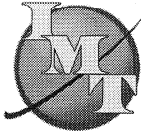


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-10**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.605', W119 18.342'	Elevation:	576'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry to damp, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						61.7% passing No. 200 Sieve
8						
10						
12						
14						
			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			

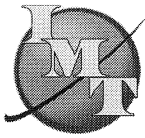


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-11

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.628', W119 18.303'	Elevation:	563'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

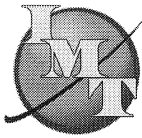


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-12

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.685', W119 18.297'	Elevation:	560'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

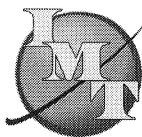


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-13

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.722', W119 18.347'	Elevation:	562'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						28.8% passing No. 200 Sieve
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

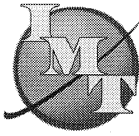


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-14

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.738', W119 18.316'	Elevation:	570'

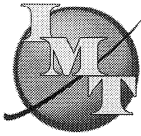
Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12						
14			Bottom of Test Pit = 14' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			



Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-15**

Project:		Signature Estates at Queensgate		Project No:		S16146	
Location:		Keene Road/Queensgate Drive, Richland		Date:		7-13-16	
Client:		Friendship Enterprises, LLC		Logged By:		G. Lee	
Test Pit Loc.:		N46 14.783', W119 18.341'		Elevation:		561'	
Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes	
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")	
2							
4							
6							
8							
10							
12							
14							
			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.				

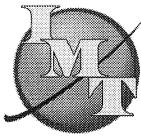


Intermountain
Materials Testing
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**Log of Test Pit
TP-16**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.771', W119 18.283'	Elevation:	565'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		SM	SILTY SAND, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 12' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

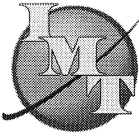


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-17**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.805', W119 18.340'	Elevation:	546'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						60.4% passing No. 200 Sieve
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

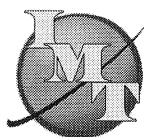


Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-18**

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.831', W119 18.290'	Elevation:	546'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10						
12			Bottom of Test Pit = 11' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
14						

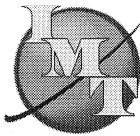


Intermountain
Materials Testing
& Geotechnical

Log of Test Pit
TP-19

Project:	Signature Estates at Queensgate	Project No:	S16146
Location:	Keene Road/Queensgate Drive, Richland	Date:	7-13-16
Client:	Friendship Enterprises, LLC	Logged By:	G. Lee
Test Pit Loc.:	N46 14.911', W119 18.240'	Elevation:	526'

Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")
2						
4						
6						
8						
10			Bottom of Test Pit = 10' No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			
12						
14						



Intermountain
Materials Testing
& Geotechnical

**Log of Test Pit
TP-20**

Project:		Signature Estates at Queensgate		Project No:		S16146	
Location:		Keene Road/Queensgate Drive, Richland		Date:		7-13-16	
Client:		Friendship Enterprises, LLC		Logged By:		G. Lee	
Test Pit Loc.:		N46 14.911', W119 18.350'		Elevation:		530'	
Depth (Ft.)	Graphic Log	USCS Classification	SOIL DESCRIPTION	Sample	WL	Tests or Notes	
0		ML	SANDY SILT, fine-grained sand, non plastic fines, tan, dry, loose to medium dense			Organic-laden Topsoil (3")	
2							
4							
6			Bottom of Test Pit = 6 No Groundwater Encountered. Test Pit Loosely Backfilled upon Completion of Work.			55% passing No. 200 sieve	
						Infiltration Test Performed	
8							
10							
12							
14							

UNIFIED SOIL CLASSIFICATION SYSTEM - ASTM D2488

MAJOR DIVISION			GROUP SYMBOL	LETTER SYMBOL	GROUP NAME	
COARSE GRAINED SOILS CONTAINS MORE THAN 50% FINES	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	GRAVEL WITH * 5% FINES		GW	Well-graded GRAVEL	
				GP	Poorly graded GRAVEL	
		GRAVEL WITH BETWEEN 5% AND 15% FINES		GW-GM	Well-graded GRAVEL with silt	
				GW-GC	Well-graded GRAVEL with clay	
				GP-GM	Poorly graded GRAVEL with silt	
				GP-GC	Poorly graded GRAVEL with clay	
		GRAVEL WITH ≥ 15% FINES		GM	Silty GRAVEL	
				GC	Clayey GRAVEL	
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	SAND WITH * 5% FINES		SW	Well-graded SAND	
				SP	Poorly graded SAND	
		SAND WITH BETWEEN 5% AND 15% FINES		SW-SM	Well-graded SAND with silt	
				SW-SC	Well-graded SAND with clay	
				SP-SM	Poorly graded SAND with silt	
				SP-SC	Poorly graded SAND with clay	
		SAND WITH ≥ 15% FINES		SM	Silty SAND	
				SC	Clayey SAND	
FINE GRAINED SOILS CONTAINS MORE THAN 50% FINES	SILT AND CLAY	LIQUID LIMIT LESS THAN 50		ML	Inorganic SILT with low plasticity	
				CL	Lean inorganic CLAY with low plasticity	
				OL	Organic SILT with low plasticity	
		LIQUID LIMIT GREATER THAN 50		MH	Elastic inorganic SILT with moderate to high plasticity	
				CH	Fat inorganic CLAY with moderate to high plasticity	
				OH	Organic SILT or CLAY with moderate to high plasticity	
			HIGHLY ORGANIC SOILS			PT

NOTES:

- 1) Sample descriptions are based on visual field and laboratory observations using classification methods of ASTM D2488. Where laboratory data are available, classifications are in accordance with ASTM D2487.
- 2) Solid lines between soil descriptions indicate change in interpreted geologic unit. Dashed lines indicate stratigraphic change within the unit.
- 3) Fines are material passing the U.S. Std. #200 Sieve.

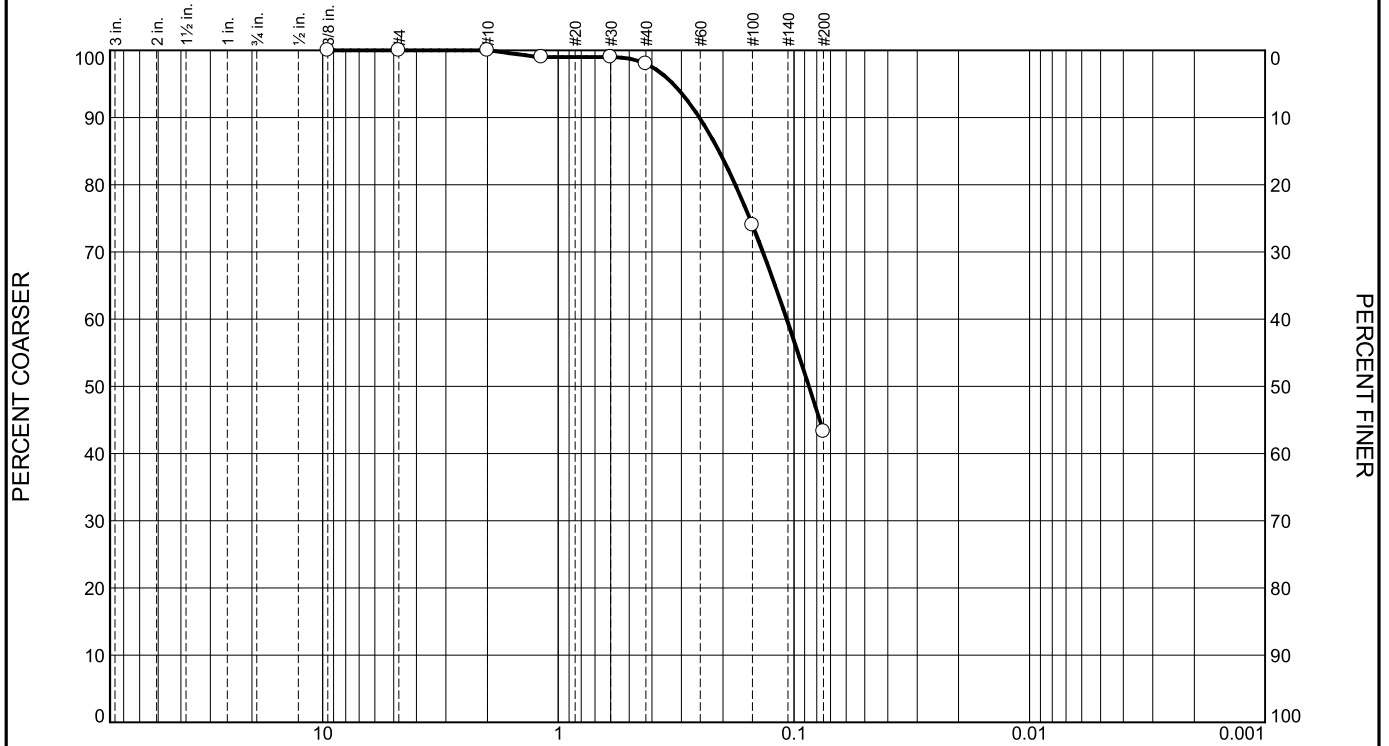
APPENDIX B

LABORATORY TEST RESULTS

LABORATORY SUMMARY

LABORATORY NUMBER			62192	62193	62194	62195	62196	62197	62198	62199
SAMPLE NUMBER			1	2	3	4	5	6	7	8
SAMPLE DATE			7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16	7/13/16
SAMPLE TYPE			Bag	Bag	Bag	Bag	Bag	Bag	Bag	Bag
SAMPLED BY			IMT	IMT	IMT	IMT	IMT	IMT	IMT	IMT
DATE RECEIVED			7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16	7/14/16
SAMPLE LOCATION			TP-1	TP-3	TP-5	TP-8	TP-10	TP-13	TP-17	TP-20
			4'	6'	4'	2'	5'	9'	5'	5'
	<u>UNITS</u>	Test Methods								
SAMPLE MOISTURE		ASTM D2216	3.0	2.5	2.2	3.6	12.3	2.4	2.7	3.3
SIEVE ANALYSIS		ASTM D6913								
S										
I	1/2"	%				100	100			100
E	3/8"		100	100	100	99	99		100	99
V	#4	P	100-	100-	100-	98	98	100	100-	98
E	#10	A	100-	99	100-	97	96	100-	99	97
	#16	S	99	98	100-	96	96-	100-	98	97-
S	#30	S	99-	97	99	95	95	99	97	96
I	#40	I	98	96	98	94	93	99-	97-	95
Z	#100	N	74	88	94	91	79	69	85	85
E	#200	G	43.3	62.1	81.6	83.6	61.7	28.8	60.4	55.0

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.0	54.7	43.3	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	100.0		
#16	99.0		
#30	99.0		
#40	98.0		
#100	74.0		
#200	43.3		

* (no specification provided)

Material Description

silty sand

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.2520

D₈₅= 0.2082

D₆₀= 0.1074

D₅₀= 0.0864

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= SM

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-1
Sample Number: I-62192

Depth: 4'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.0	3.0	33.9	62.1	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	99.0		
#16	98.0		
#30	97.0		
#40	96.0		
#100	88.0		
#200	62.1		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

D₉₀= 0.1640

D₅₀=

D₁₀=

Coefficients

D₈₅= 0.1345

D₃₀=

C_u=

D₆₀=

D₁₅=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-3
Sample Number: 2-62193

Depth: 6'

Date: 7/13/16



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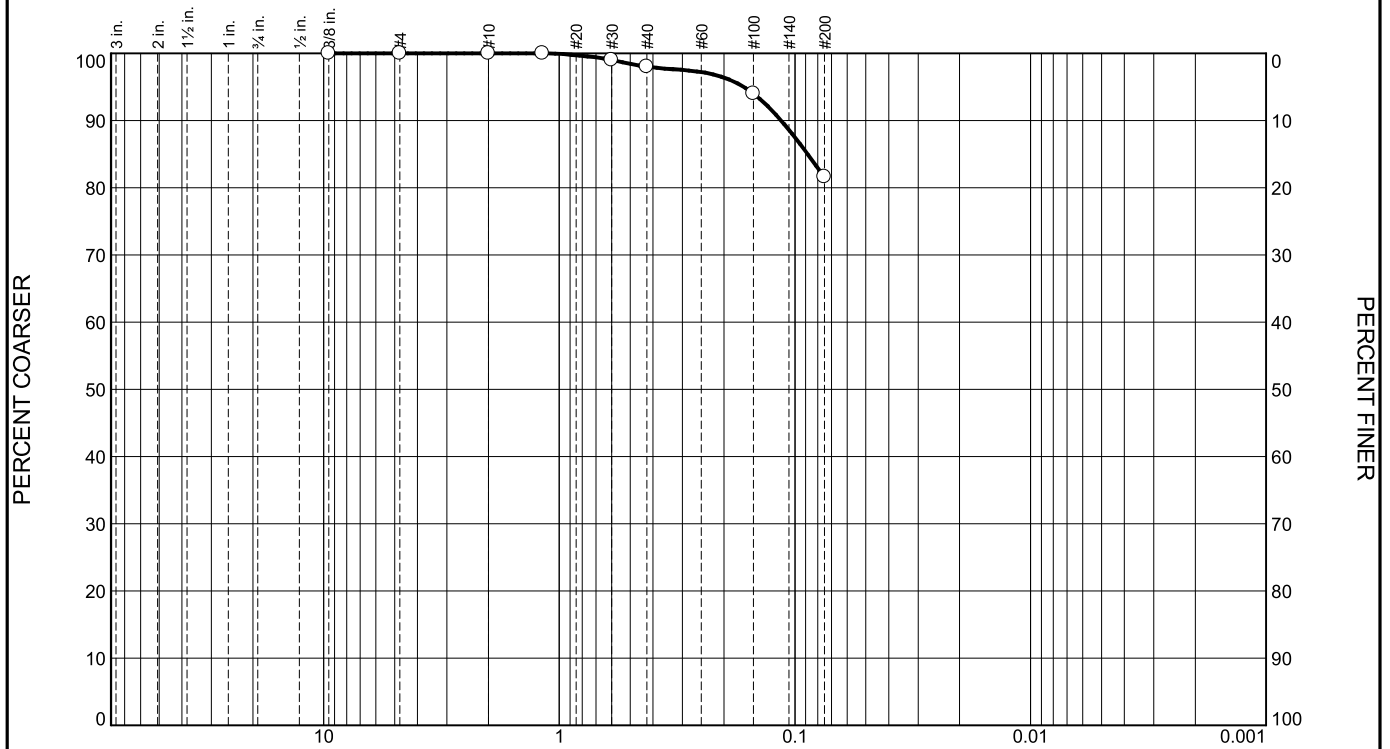
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	2.0	16.4	81.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	100.0		
#16	100.0		
#30	99.0		
#40	98.0		
#100	94.0		
#200	81.6		

* (no specification provided)

Material Description

silt with sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₉₀= 0.1145

D₈₅= 0.0883

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-5
Sample Number: 3-62194

Depth: 4'

Date: 7/13/16



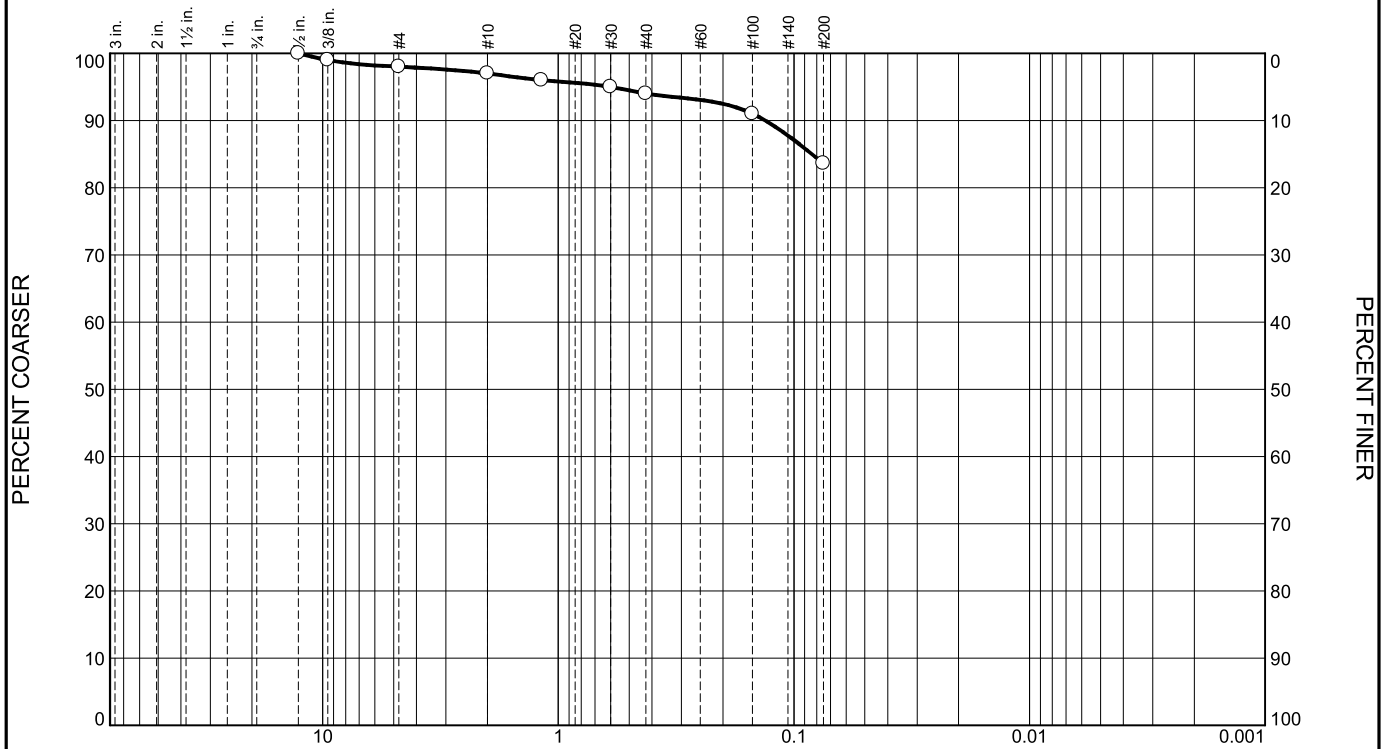
**Intermountain
Materials Testing &
Geotechnical**

Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate
Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	1.0	3.0	10.4	83.6	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	97.0		
#16	96.0		
#30	95.0		
#40	94.0		
#100	91.0		
#200	83.6		

* (no specification provided)

Material Description

silt with sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₉₀= 0.1324

D₈₅= 0.0840

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-8
Sample Number: 4-62195

Depth: 2'

Date: 7/13/16



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Geotechnical**

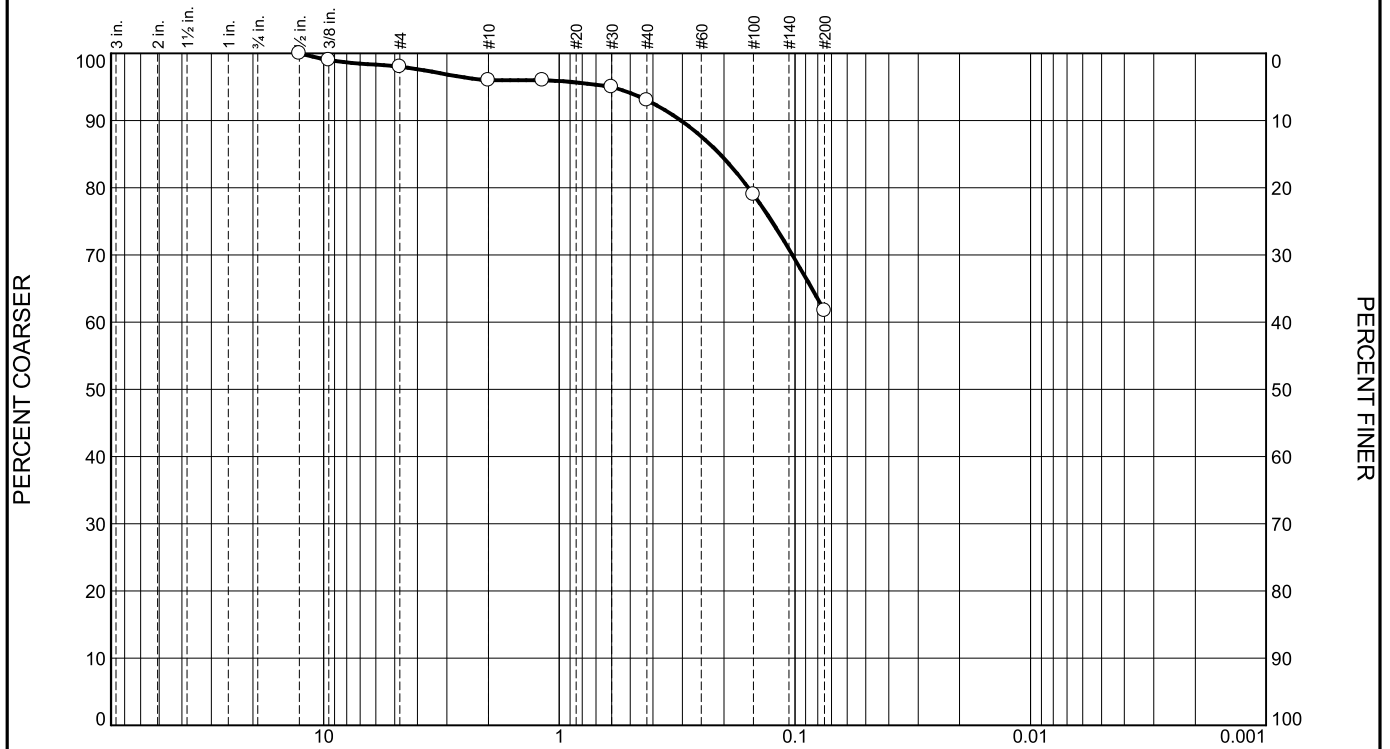
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	2.0	3.0	31.3	61.7	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	96.0		
#16	96.0		
#30	95.0		
#40	93.0		
#100	79.0		
#200	61.7		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

Coefficients

D₉₀= 0.3047

D₈₅= 0.2083

D₆₀=

D₅₀=

D₃₀=

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-10
Sample Number: 5-62196

Depth: 5'

Date: 7/13/16



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Materials Testing &
Geotechnical**

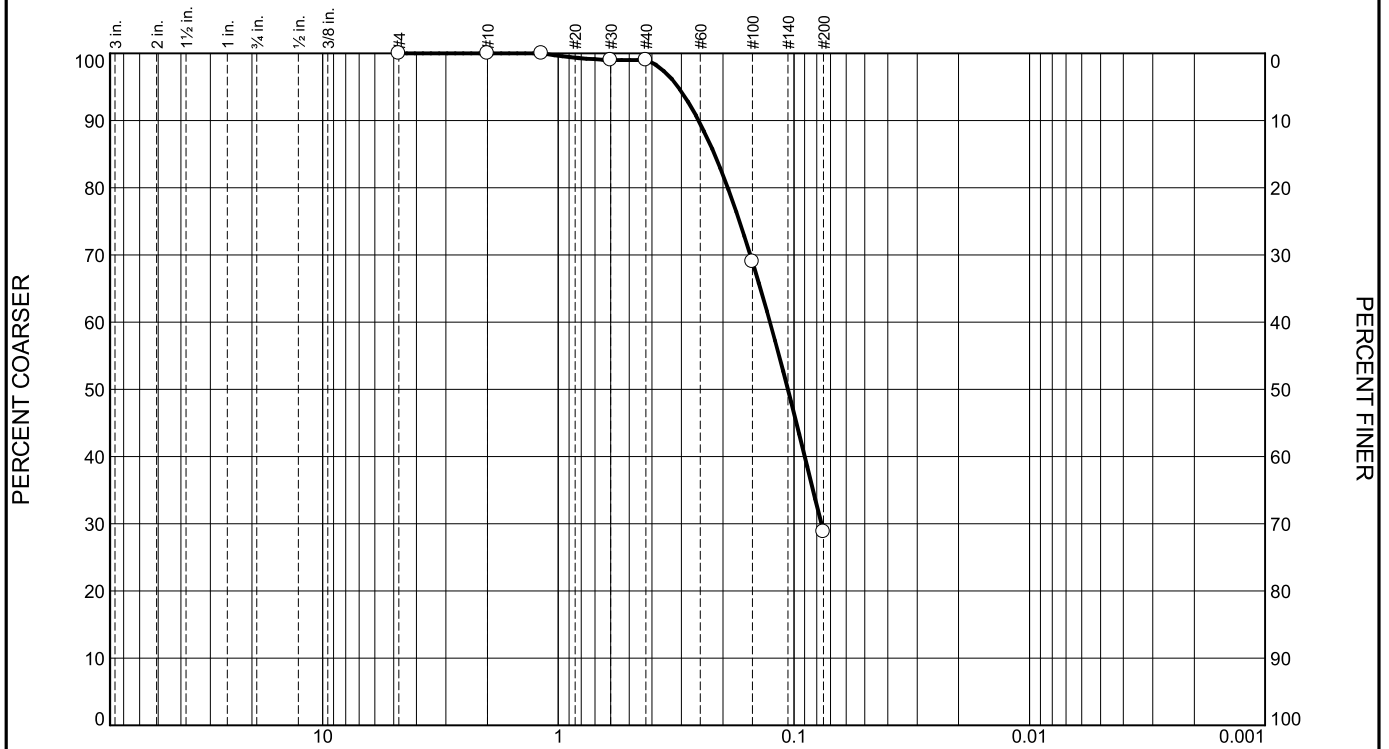
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	1.0	70.2	28.8	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
#4	100.0		
#10	100.0		
#16	100.0		
#30	99.0		
#40	99.0		
#100	69.0		
#200	28.8		

* (no specification provided)

Material Description

silty sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₉₀= 0.2538

D₈₅= 0.2177

D₆₀= 0.1264

D₅₀= 0.1061

D₃₀= 0.0765

D₁₅=

D₁₀=

C_u=

C_c=

Classification

USCS= SM

AASHTO= A-2-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-13
Sample Number: 6-62197

Depth: 9'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

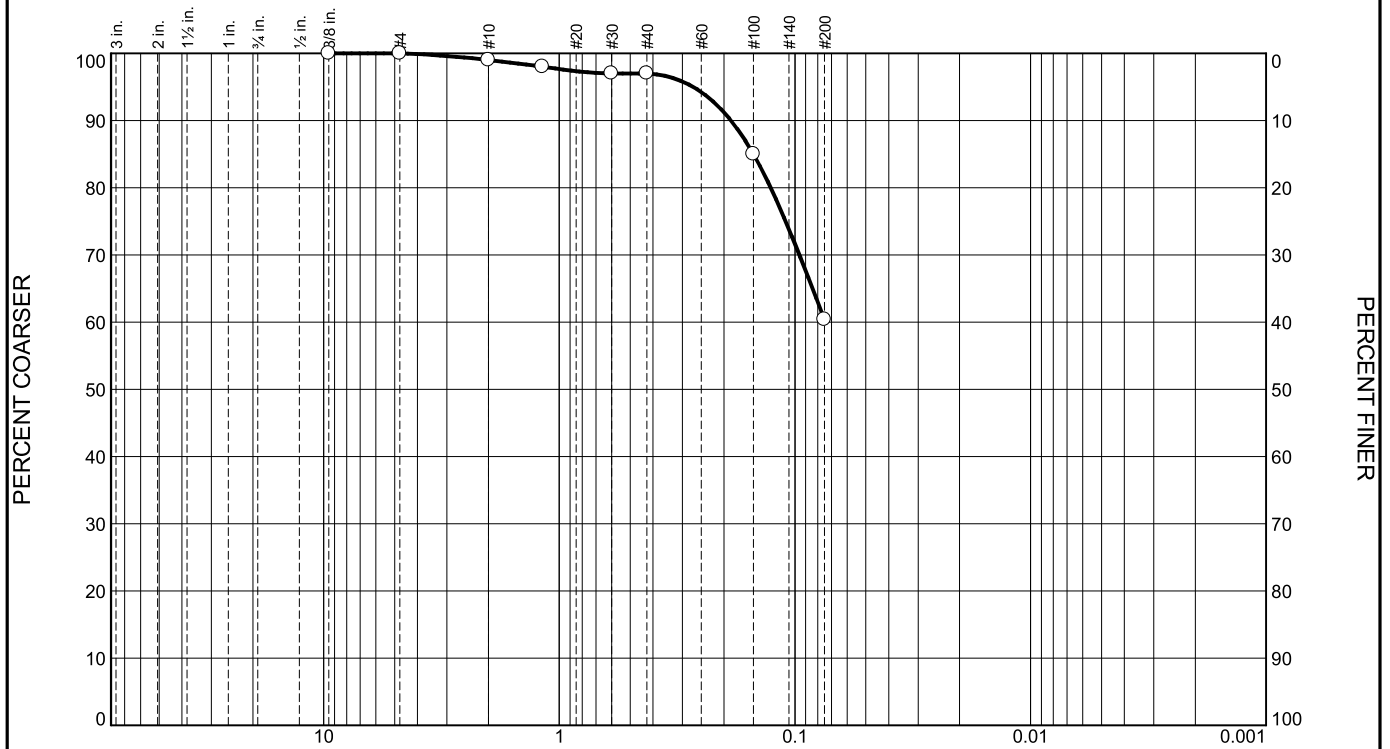
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	1.0	2.0	36.6	60.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3/8	100.0		
#4	100.0		
#10	99.0		
#16	98.0		
#30	97.0		
#40	97.0		
#100	85.0		
#200	60.4		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

D₉₀= 0.1869

D₅₀=

D₁₀=

Coefficients

D₈₅= 0.1500

D₃₀=

C_u=

D₆₀=

D₁₅=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-17
Sample Number: 7-62198

Depth: 5'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

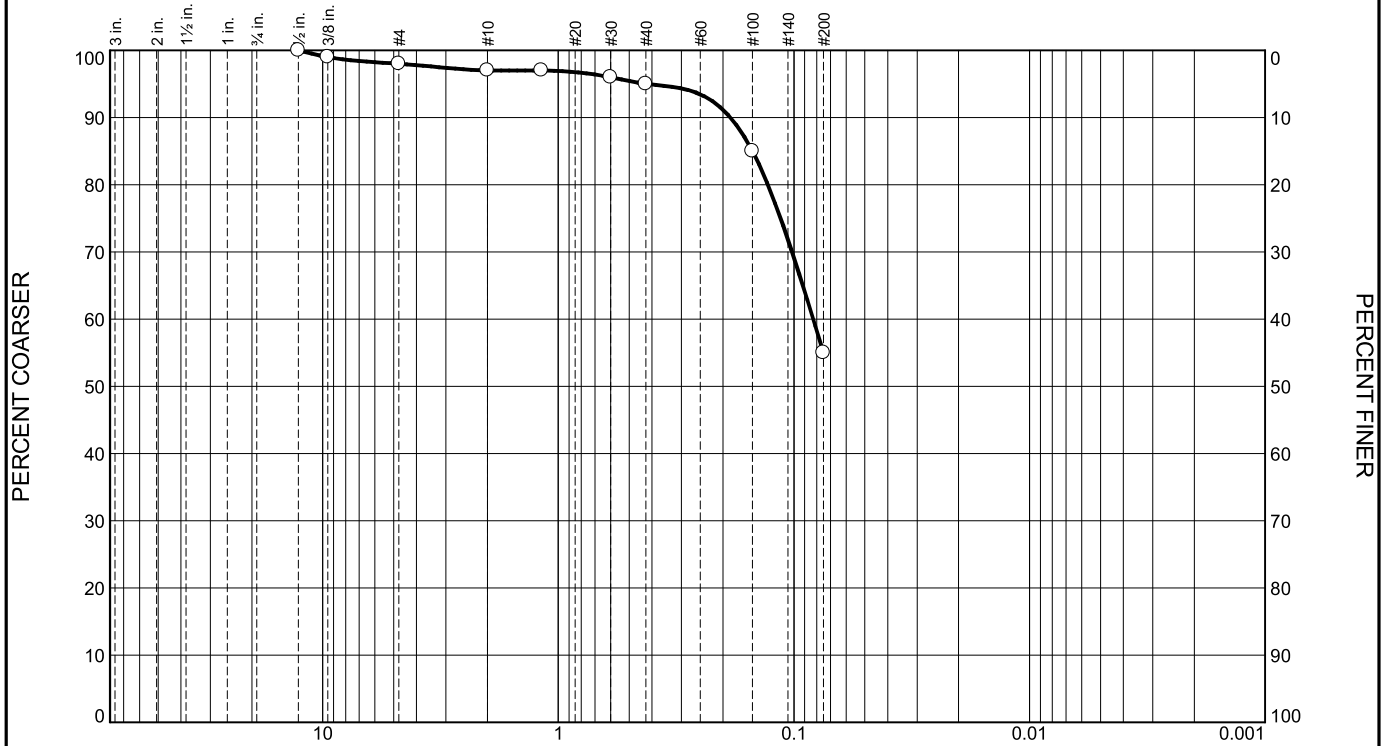
Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Tested By: GM

Checked By: GL

Particle Size Distribution Report



GRAIN SIZE - mm.

% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	2.0	1.0	2.0	40.0	55.0	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
1/2	100.0		
3/8	99.0		
#4	98.0		
#10	97.0		
#16	97.0		
#30	96.0		
#40	95.0		
#100	85.0		
#200	55.0		

* (no specification provided)

Material Description

sandy silt

PL= NP

Atterberg Limits

LL= NV

PI= NP

D₉₀= 0.1862

D₅₀=

D₁₀=

Coefficients

D₈₅= 0.1500

D₃₀=

C_u=

D₆₀= 0.0829

D₁₅=

C_c=

Classification

USCS= ML

AASHTO= A-4(0)

Remarks

Sampled by: IMT

Source of Sample: TP-20
Sample Number: 8-62199

Depth: 5'

Date: 7/13/16



**Intermountain
Materials Testing &
Geotechnical**

Client: Friendship Enterprises, LLC
Project: Signature Estates at Queensgate

Project No: S16146

Figure

Tested By: GM

Checked By: GL

APPENDIX C

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

Important Information about Your Geotechnical Engineering Report

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply the report for any purpose or project except the one originally contemplated.*

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not over rely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having our geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Contractors are Responsible for Site Safety on their Own Construction Projects

Geotechnical engineers' recommendations are not intended to direct the contractor's procedures, methods, schedule or management of the work site. The contractor is solely responsible for job site safety and for managing construction operations to minimize risks to on-site personnel and to adjacent properties.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineer's responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*



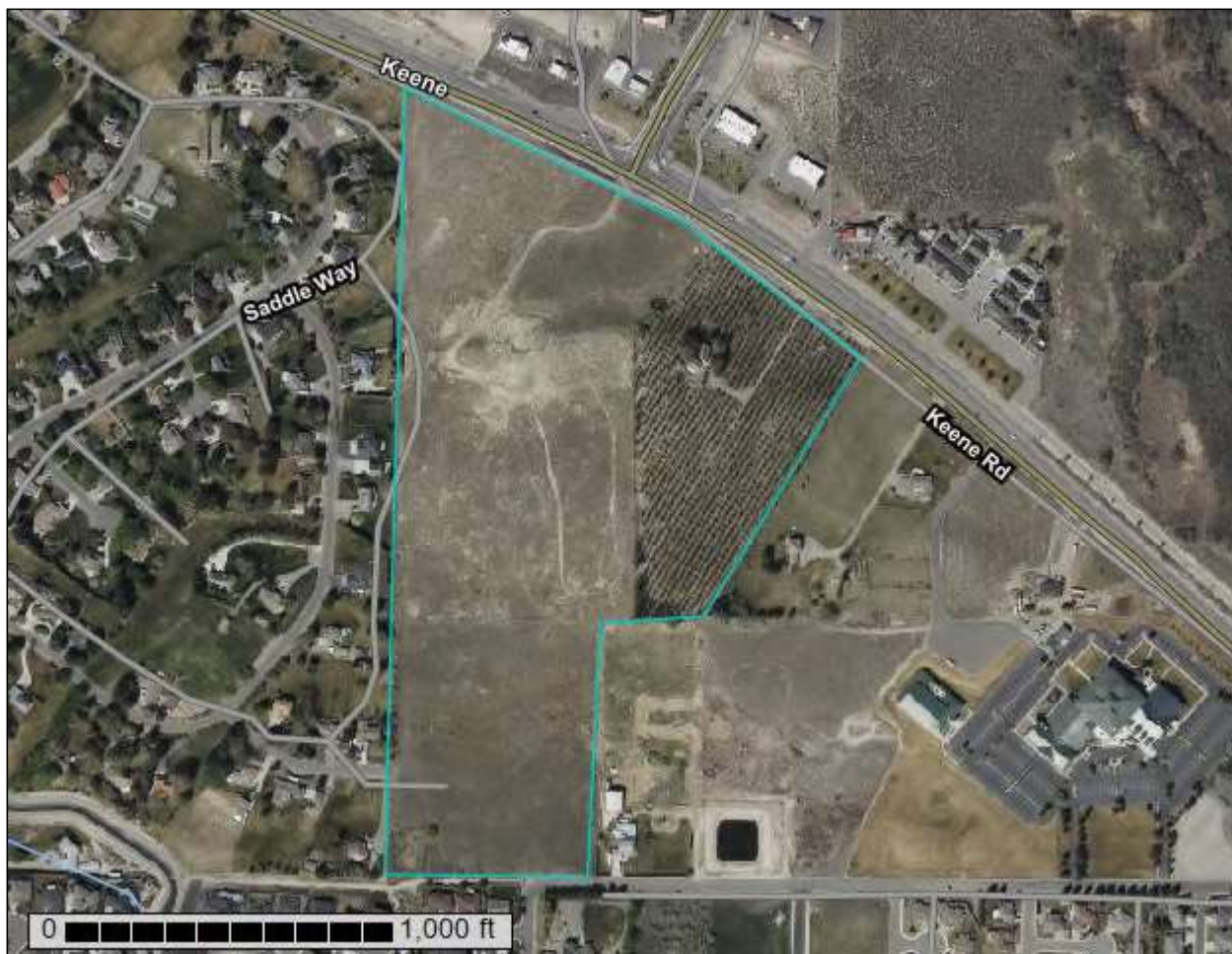
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Benton County Area, Washington



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



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MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 17, Aug 23, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 16, 2021—Apr 17, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HeD	Hezel loamy fine sand, 2 to 15 percent slopes	0.0	0.0%
WdA	Warden silt loam, 0 to 2 percent slopes	10.3	21.6%
WdB	Warden silt loam, 2 to 5 percent slopes	6.3	13.1%
WdD	Warden silt loam, 8 to 15 percent slopes	15.6	32.7%
WdE3	Warden silt loam, 15 to 30 percent slopes, severely eroded	2.4	5.1%
WfA2	Warden very fine sandy loam, 0 to 2 percent slopes, eroded	6.4	13.4%
WfB2	Warden very fine sandy loam, 2 to 8 percent slopes, eroded	5.5	11.5%
WfD2	Warden very fine sandy loam, 8 to 15 percent slopes, eroded	1.2	2.5%
Totals for Area of Interest		47.7	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas

are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Benton County Area, Washington

HeD—Hezel loamy fine sand, 2 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2bch

Elevation: 400 to 2,500 feet

Mean annual precipitation: 6 to 10 inches

Mean annual air temperature: 52 to 54 degrees F

Frost-free period: 150 to 200 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Hezel and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hezel

Setting

Landform: Terraces

Parent material: Eolian sands over silty lacustrine deposits

Typical profile

H1 - 0 to 3 inches: loamy fine sand

H2 - 3 to 16 inches: loamy fine sand

H3 - 16 to 60 inches: stratified fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 15 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 20 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: C

Ecological site: R007XY502WA - SANDS 6-10 PZ

Hydric soil rating: No

WdA—Warden silt loam, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2bfj

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Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Warden and similar soils: 90 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam
H2 - 9 to 19 inches: silt loam
H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 2c
Land capability classification (nonirrigated): 6c
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WdB—Warden silt loam, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2bfl
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Warden and similar soils: 90 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam

H2 - 9 to 19 inches: silt loam

H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 5 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

*Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)*

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 2e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: B

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

WdD—Warden silt loam, 8 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2bfn

Elevation: 600 to 1,300 feet

Mean annual precipitation: 6 to 9 inches

Mean annual air temperature: 48 to 52 degrees F

Frost-free period: 135 to 200 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 9 inches: silt loam

H2 - 9 to 19 inches: silt loam

H3 - 19 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 8 to 15 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Calcium carbonate, maximum content: 30 percent

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 4e

Land capability classification (nonirrigated): 6e

Hydrologic Soil Group: B

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

WdE3—Warden silt loam, 15 to 30 percent slopes, severely eroded

Map Unit Setting

National map unit symbol: 2bfp

Elevation: 600 to 1,300 feet

Mean annual precipitation: 6 to 9 inches

Mean annual air temperature: 48 to 52 degrees F

Frost-free period: 135 to 200 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces

Parent material: Loess over lacustrine deposits

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Typical profile

H1 - 0 to 2 inches: silt loam
H2 - 2 to 12 inches: silt loam
H3 - 12 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 15 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.8 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfA2—Warden very fine sandy loam, 0 to 2 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfr
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 0 to 2 percent

Custom Soil Resource Report

Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfB2—Warden very fine sandy loam, 2 to 8 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfs
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None

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Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R007XY102WA - LOAMY 6-10 PZ
Hydric soil rating: No

WfD2—Warden very fine sandy loam, 8 to 15 percent slopes, eroded

Map Unit Setting

National map unit symbol: 2bfv
Elevation: 600 to 1,300 feet
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 48 to 52 degrees F
Frost-free period: 135 to 200 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Warden and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Warden

Setting

Landform: Terraces
Parent material: Loess over lacustrine deposits

Typical profile

H1 - 0 to 4 inches: very fine sandy loam
H2 - 4 to 14 inches: silt loam
H3 - 14 to 60 inches: stratified very fine sandy loam to silt loam

Properties and qualities

Slope: 8 to 15 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 30 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.5 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B

Custom Soil Resource Report

Ecological site: R007XY102WA - LOAMY 6-10 PZ

Hydric soil rating: No

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Exhibit 6 - Landscaping Plan

EXHIBIT I

LANDSCAPE PLAN

LRS Architects

SITE PHASING

A1.1

PHASE 1

EXHIBIT I - Landscape Plan

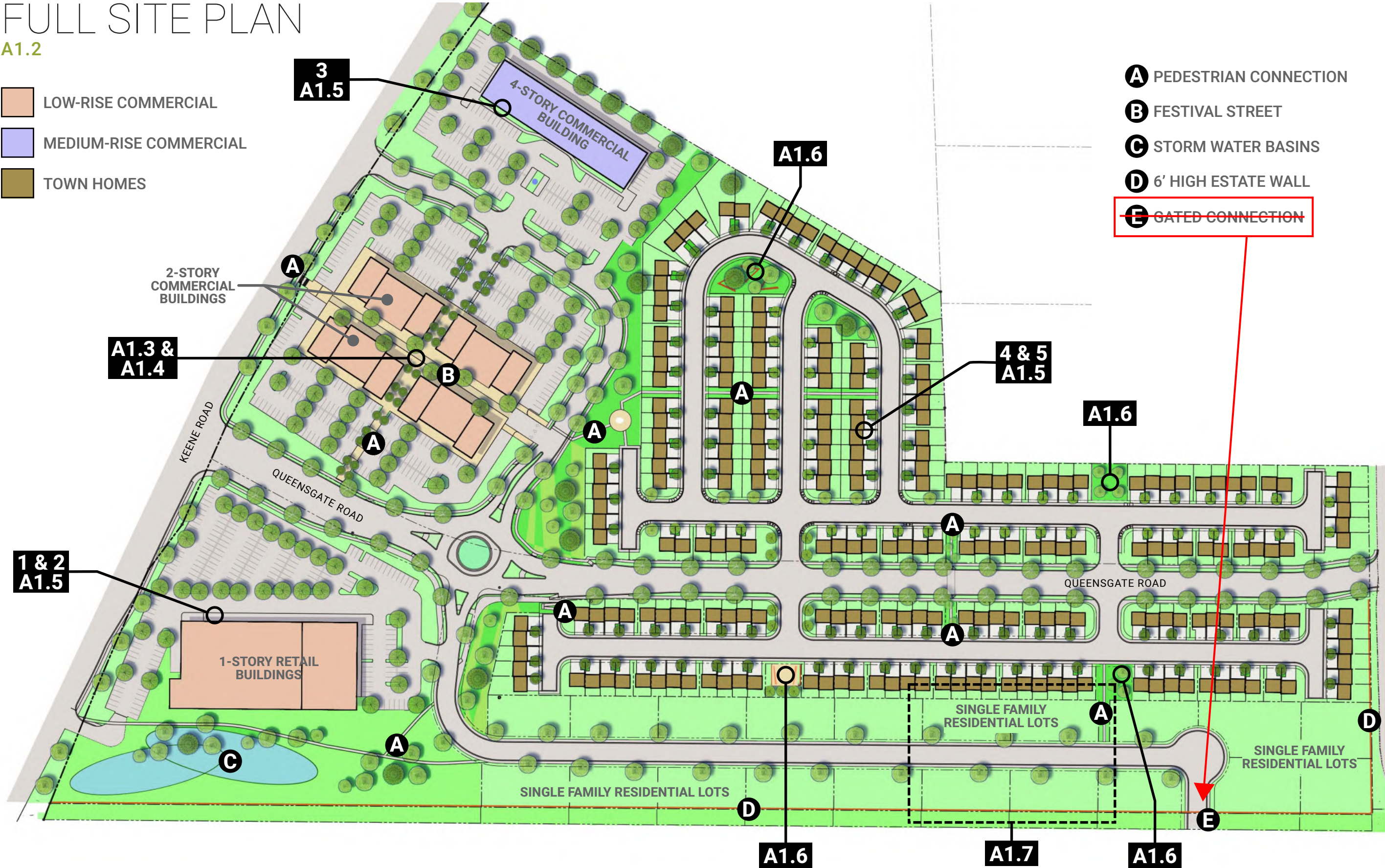


FULL SITE PLAN

A1.2

- LOW-RISE COMMERCIAL
- MEDIUM-RISE COMMERCIAL
- TOWN HOMES

- A PEDESTRIAN CONNECTION
- B FESTIVAL STREET
- C STORM WATER BASINS
- D 6' HIGH ESTATE WALL
- ~~E GATED CONNECTION~~



2-STORY COMMERCIAL & PEDESTRIAN STREET

A1.3



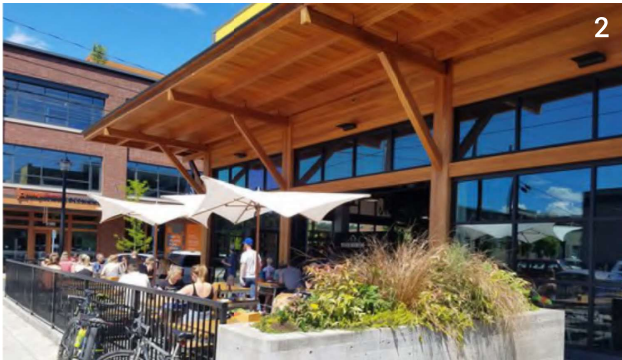
2-STORY COMMERCIAL & PEDESTRIAN STREET

A1.4



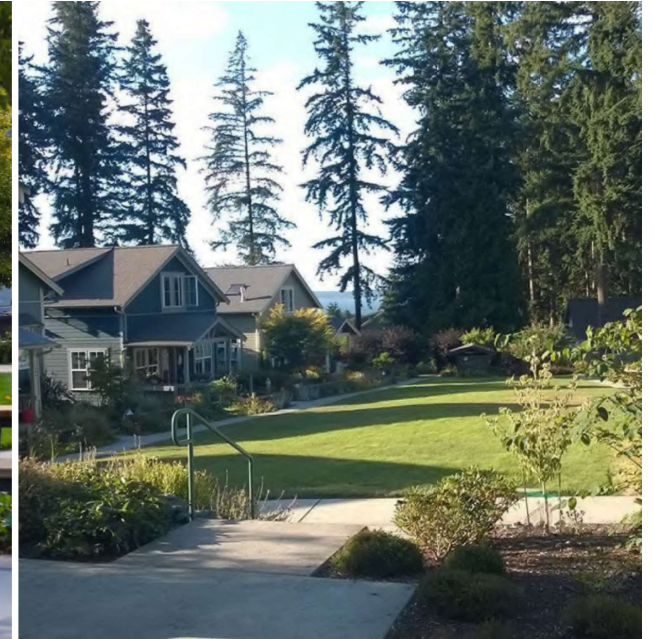
LARGE COMMERCIAL BUILDINGS & TOWN HOMES

A1.5



POCKET PARKS

A1.6



SINGLE FAMILY LOT CONFIGURATIONS

A1.7

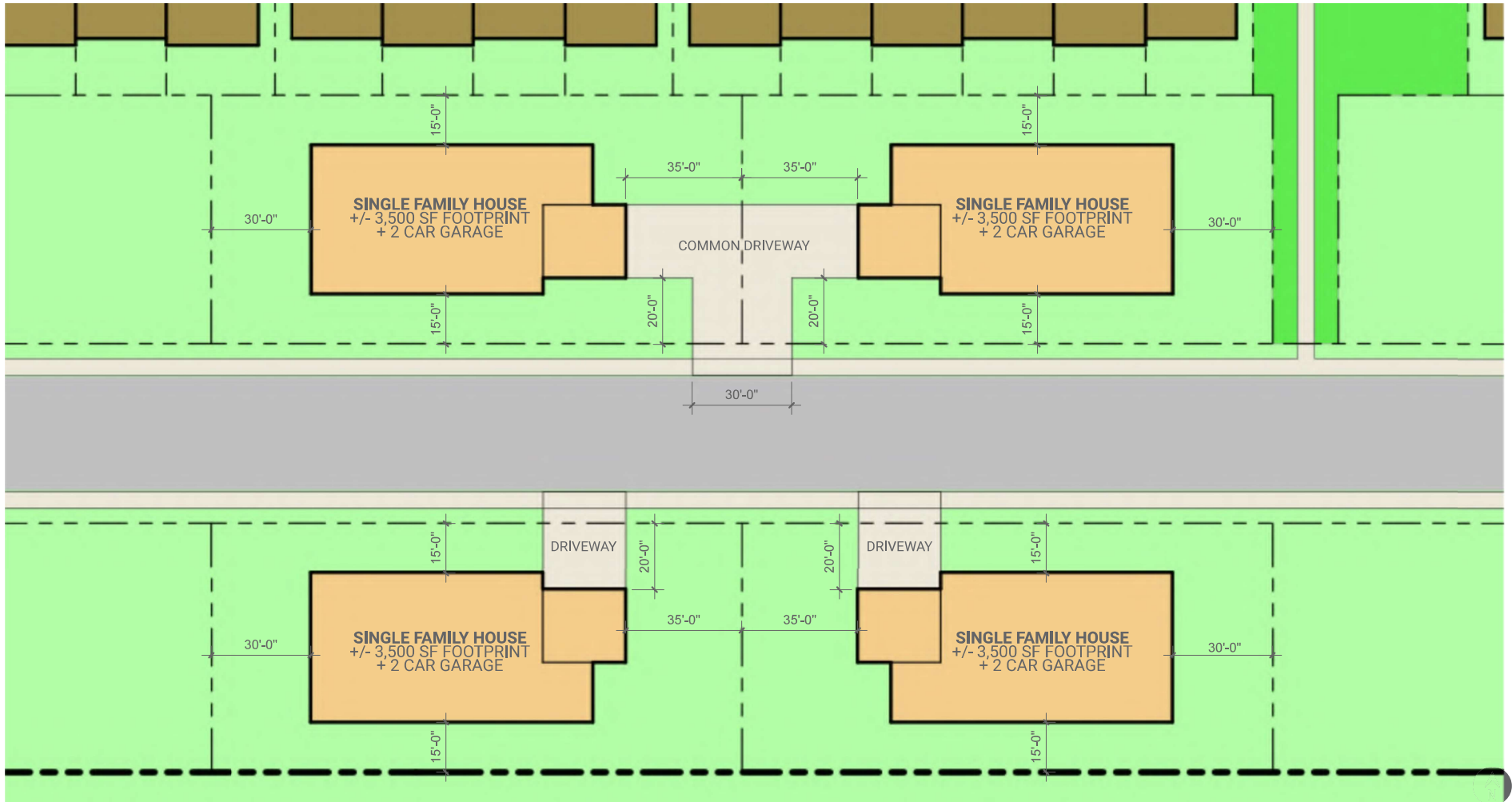
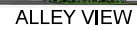
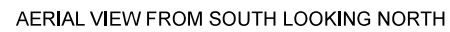


Exhibit 7 - Project Renderings

EXHIBIT H

ARCHITECTURAL RENDERINGS -
IHB ARCHITECTS

TRADITIONAL ARCHITECTURAL STYLE WITH FLAT LAYOUT





AERIAL VIEW FROM SOUTH LOOKING NORTH

Queensgate Drive

MODERN ARCHITECTURAL STYLE
WITH FLAT LAYOUT



WEST STREET ELEVATION



ALLEY VIEW



STREET VIEW LOOKING WEST



STREET ELEVATION LOOKING SOUTH



BLOCK CORNER VIEW



STREET VIEW WITH FENCES LOOKING NORTH



STREET VIEW WITHOUT FENCES LOOKING NORTH

IHB
ARCHITECTS

21620 84th Ave. S.
Ste. 200
Kent, WA 98032
(253) 468-7696
www.ihbarchitects.com

The drawings and plans set forth are this set as instrument of service and shall remain the property of IHB Architects. Use of this drawing is limited to a specified project for the purpose stated herein. Any use or reuse of said drawings is strictly prohibited without written consent of IHB Architects.

**The Terraces— A Townhome Development
Richland, WA**

revisions:

job No: -
date:
drawn by:
reviewed by: IHB

A04

Exhibit 8 - Traffic Impact Analysis

EXHIBIT D - TRAFFIC ANALYSIS

May 18, 2022

Caleb Stromstad
Aqtera Engineering
2705 Saint Andrews Loop, Suite C
Pasco, Washington 99301

Via email: caleb@aqtera.com

Regarding: Trip Generation Letter
 Queensgate South – Phase 1
 Queensgate Drive at Shockley Road
 Richland, Washington
 PBS Project 71818.000

Dear Mr. Stromstad:

This letter presents the information required for a trip generation letter supporting the proposed Queensland South (QS) – Phase 1 development (Phase 1). This letter verifies that Phase 1 is within trip generation estimates for the full development. This letter also lists the transportation improvements necessary to be functionally consistent with the extension of Queensgate Drive to Keene Road, with full build-out of the site, and with the previously agreed-upon roadway improvements. See Appendix A for the Queensland South Analysis Memo, dated May 13, 2022 (Memo), for the full development traffic evaluation and conceptual long-term improvements.

PROJECT DESCRIPTION AND BACKGROUND

Phase 1 is a portion of the larger development on the south side of Keene Road at the intersection of Queensgate Drive. See Figure 1 for the vicinity map and Figure 2 for the site plan. The Memo provides a detailed description of the full development at build-out.

Phase 1 includes 20 units of single-family homes and 84 units of townhomes. It proposes to extend Queensgate Drive north from Shockley Road to Keene Road. Queensgate Drive will be built in two segments:

- From Shockley Road north to the location of the future roundabout (approximately 400 feet south of Keene Road), Queensgate Drive will be constructed to the City of Richland's Major Collector standard.
- From Keene Road south to the location of the future roundabout, Queensgate Drive will be constructed as a core road, built to rural standards.

See the site plan for the Queensgate Drive road layout.

Phase 1 includes construction of local streets to provide access to the residential land uses. Additionally, a local street connection to Lariat Lane is proposed to provide a new connection into the Country Ridge Estates neighborhood.

TRIP GENERATION AND DISTRIBUTION

Trip Generation

The number of trips generated by Phase 1 is based on the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 11th Edition (September 2021), treating the respective portions of the development as "Multifamily Housing (Low-Rise)" and "Single-Family Detached Housing," with dwelling units as the

independent variable for both. The trip generation results are summarized in Table 1, and the calculation details are attached in Appendix B. The site trips are presented for the average weekday, including the AM peak hour between 7:00 and 9:00 AM and the PM peak hour between 4:00 and 6:00 PM.

Table 1. Phase 1 Trip Generation

Proposed Single-Family Homes Detached (ITE Land Use Code 210)							
	Homes 20			Independent Variable Dwelling Units			
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			Weekday Average Daily Trips (ADT)
	Entering	Exitin g	Total	Entering	Exiting	Total	
Proposed Trips	4	13	17	14	8	22	230
Proposed Multifamily Housing (Low-Rise) (ITE Land Use Code 220)							
	Townhomes 84			Independent Variable Dwelling Units			
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			ADT
	Entering	Exitin g	Total	Entering	Exiting	Total	
Proposed Trips	12	37	49	36	21	57	614
Total Phase 1 Proposed Trips							
	Weekday AM Peak Hour of Adjacent Roadways			Weekday PM Peak Hour of Adjacent Roadways			ADT
	Entering	Exitin g	Total	Entering	Exiting	Total	
Total Trips	16	50	66	50	29	79	844

Phase 1 of the project is anticipated to generate 844 average daily trips on a typical weekday, including 66 trips during the AM peak hour and 79 trips during the PM peak hour. These trips are consistent with the number of trips proposed in the Memo.

Trip Distribution

The proposed distribution of primary trips is based on a review of the land uses within the study area, on the concentration of existing traffic patterns, and on engineering judgment. The external distribution is based on the Memo distribution for residential land uses and is influenced by the trips traveling to and from the highway (Interstate 182) and the commercial land uses north of it.

See Figure 2 for the distribution pattern. The proposed Phase 1 trip distribution pattern is as follows:

- 45% to and from Queensgate Drive to the north
- 25% to and from Shockley Road to the east
- 0% to and from Queensgate Drive to the south
- 5% to and from Keene Road to the east

- 25% to and from Keene Road to the west

ROADWAY IMPROVEMENTS

For Phase 1 to remain consistent with the roadway improvements as agreed upon and illustrated in the Memo, the following key improvements should be implemented with Phase 1:

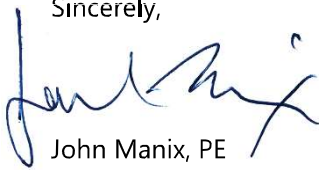
- Extend Queensgate Drive north from Shockley Road with three vehicle lanes, bike lanes, and sidewalks to meet both the Major Collector street standard (City standard detail ST11) and the Richland Municipal Code, chapter 12.10.030. Queensgate Drive will include widening at the future roundabout location to accommodate the two through lanes traveling both northbound and southbound through the roundabout. Queensgate Drive at Shockley Road will include a southbound left-turn lane and northbound right-turn lane.
- Construct the Phase 1 improvements to Queensgate Drive to accommodate the future roundabout, with a 160-foot inscribed diameter, to be positioned approximately 400 feet from Keene Road (measured from the future northbound stop line at Keene Road to the southbound yield line at the future roundabout).
- Continue the north section of Queensgate Drive from the future roundabout to Keene Road as a core road, built to rural street standards (City standard detail ST15). On Queensgate Drive south of Keene Road, the lane configuration will require one southbound through lane, one northbound left-turn lane, and one northbound through/right-turn lane.
- Local streets will be built to City of Richland standards (City standard detail ST13).

Figure 2 shows the location of the roadway improvements.

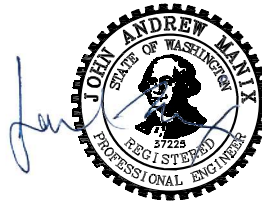
CLOSING

Please feel free to contact me at 360.567.2117 or john.manix@pbsusa.com with any questions or comments.

Sincerely,



John Manix, PE
Senior Traffic Engineer



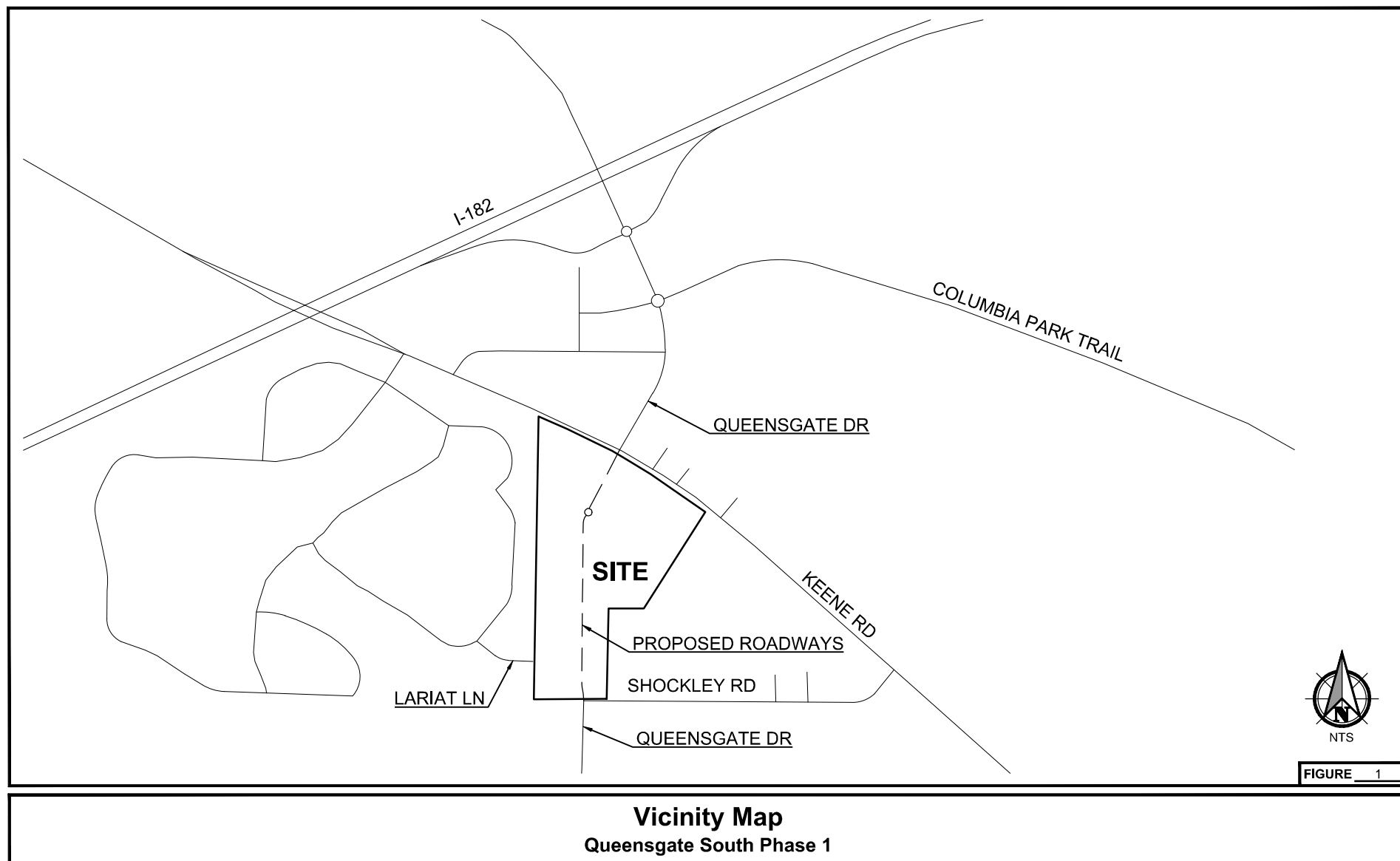
John A Manix
2022.05.18
13:41:34-07'00'

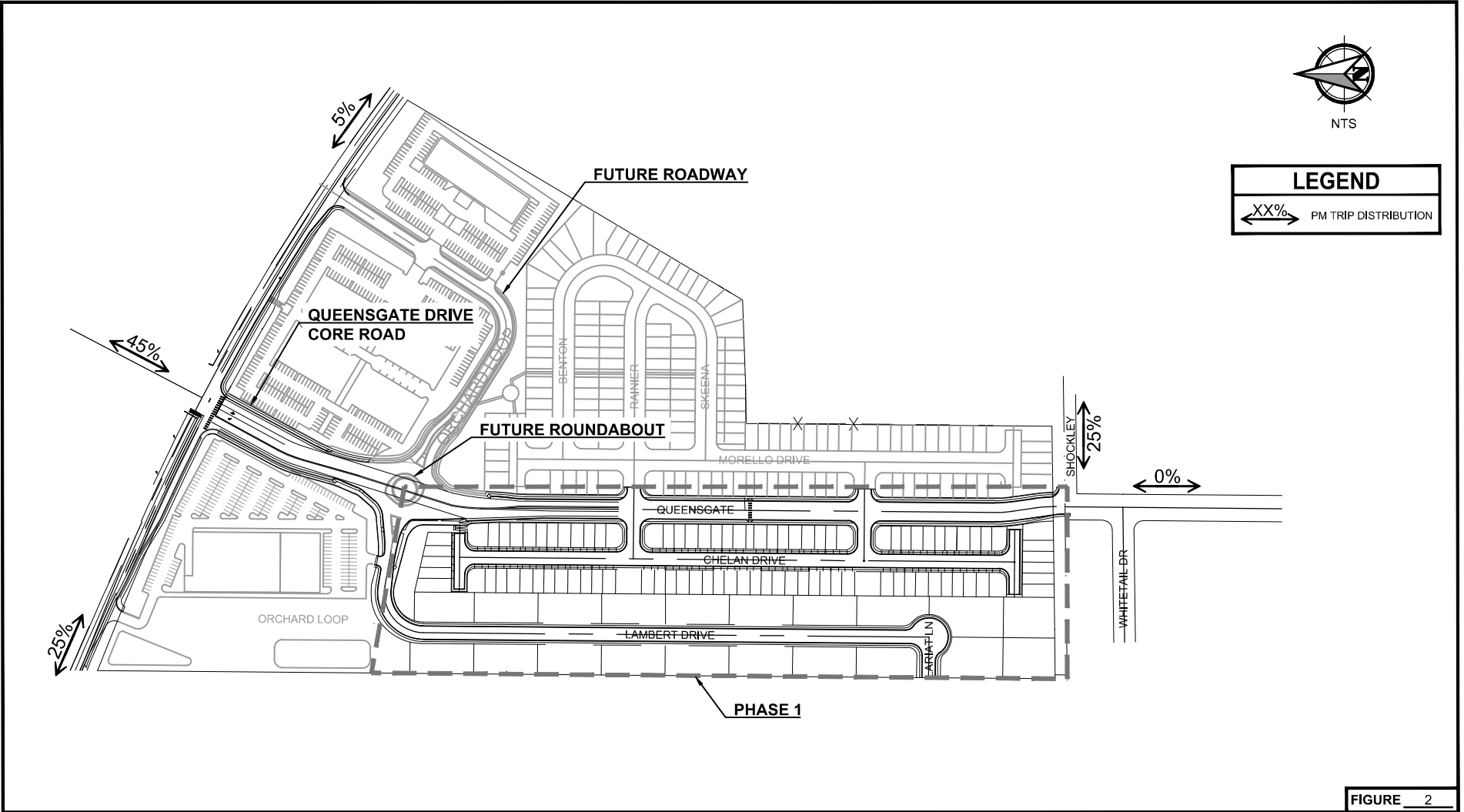
cc: Mallikarjuna Vallem, Jaya Holdings, LLC
David Holt, PBS Engineering and Environmental Inc.

Attachments: Figure 1. Vicinity Map
Figure 2. Phase 1 Site Plan, Trip Distribution, and Roadway Improvements
Appendix A. Queensland South Traffic Analysis Memo
Appendix B. Trip Generation Calculations

JAM:DAH:lc

Figures





Site Plan and Trip Distribution
Queensgate South Phase 1

Appendix A

Queensland South Traffic Analysis Memo

Memorandum

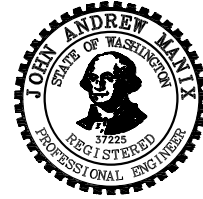
DATE: May 13, 2022

TO: Caleb Stromstad, PE, Principal Engineer, Aqtera Engineering

FROM: John Manix, PE

PROJECT: 71818.000

REGARDING: Queensgate South – Traffic Analysis



PBS Engineering and Environmental Inc. (PBS) is reporting our to-date analysis related to the extension of Queensgate Drive and the trips associated with the proposed Queensgate South (QS), formerly referred to as Queensgate Drive Mixed-Use Development. See Figure 1 for the vicinity map of the site. The intent of the memo is to support the long-range roadway improvements on Keene Road and Queensgate Drive as part of the QS development.

The planning level analysis addressed the following topics:

- Level of service (LOS) of the Keene Road/Queensgate Drive intersection with the Queensgate Drive extension and the proposed QS development. This included the proposed intersection modifications.
- Queueing between the proposed roundabout and existing traffic signal at Keene Road and Queensgate Drive.
- Roundabout design and the number of lanes entering and departing.
- Queensgate Drive cross section.

LOS ANALYSIS

The LOS analysis was prepared using the following methods and assumptions:

- The LOS was evaluated during the 2040 PM peak hour condition with QS developed.
- The 2040 LOS will meet the City of Richland (City) standard of LOS D with no more than 55 seconds of delay per vehicle.
- The site access assumptions include:
 - A full access traffic signal at Keene Road and Queensgate Drive.
 - A roundabout on Queensgate that is no closer than 300 feet to the traffic signal, measured from the stop line to yield line.
 - The west-most Keene Road access is restricted to right-in, right-out.
 - The east-most Keene Road access is full access.
- The analysis is based on the latest site plan. See Figure 2.

2040 Forecast Year Background Traffic

The analysis compared the turning movement volumes from two traffic studies that provided forecast turning movements at the Keene Road and Queensgate Drive intersection with Queensgate Drive completed. The *Badger Mountain South Traffic Study* by Transportation Engineering Northwest (TENW) and *Queensgate Drive Corridor Traffic Study* by JUB Engineers dated January 2015 both provide horizon year turning movement volumes. The two forecast year volumes were compared to Benton-Franklin Council of Government (BFCOG) 2045 transportation model data to adjust the background traffic volume. Based on engineering judgement, consultation with the City, and forecast volumes from BFCOG, the BMS turning movement volumes were increased by approximately 12% to establish the background 2040 turning movement volumes at the studied intersections.

QS Trip Generation

The trip generation for the QS site is based on the proposed land uses from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th edition. Table 1 summarizes the trip generation by the proposed land uses at full buildout.

Table 1. Queensgate South Trip Generation

Land Use	ITE Code	Independent Variable	Size	PM Peak Hour		
				Entering	Exiting	Total
Hotel	310	Rooms	108	27	25	52
Shopping Plaza (40-150K) No supermarket	821	1,000 Sq. Ft. GLA	73	186	193	379
Multi-Family Housing (Low-Rise)	220	Dwelling Units	235	77	45	122
Single Family Detached Housing	210	Dwelling Units	20	14	8	22
Supermarket	850	1,000 Sq. Ft. GLA	33.8	160	161	321
Pharmacy Without Drive-Through Window	880	1,000 Sq. Ft. GLA	15.1	63	66	129
Total Site-Generated Trips				527	498	1025

No pass-by or internal capture trip reductions were applied.

QS Trip Distribution

The BFCOG transportation model output was used to determine the trip distribution to and from the site. The model provides a distribution of trips from the area surrounding the site with a percentage of trips on each roadway link in the 2045 forecast year. Based on engineering judgement and consultation with the City, the BFCOG trip distribution percentages were adjusted to reflect a reasonable estimate of the PM peak hour trip distribution onto adjacent roadways. The distribution of trips from each land use within the QS site to each site access intersection is based on proximity of land use to the site access (that is, shortest path and turn delays). See Figure 2 for the trip distribution and trips assigned to each intersection.

LOS Calculations

The LOS analysis focused on the Keen Road and Queensgate Drive intersection and the proposed roundabout at Queensgate Drive and the access into the commercial property (Orchard Loop).

To achieve the LOS D operational standard at Keen Road and Queensgate Drive while accommodating the 2040 volumes, including the site-generated trips, and the new Queensgate extension, several improvement alternatives were analyzed.

Several alternatives were evaluated with various lane configurations and lanes for the proposed roundabout on Queensgate Drive at the entrance to the proposed commercial land uses.

After consultation with the City, two alternatives were developed: a short-term and long-term improvement to the Keene Road and Queensgate Drive intersection. The long-term improvement will meet the City's LOS D standard in the 2040 forecast year during the PM peak hour. See Figure 3 for the long-term improvements.

In the short term, not all improvements are needed to meet LOS standards and the QS does not contribute to growth requiring some of the widening. Thus, short-term improvements were developed to be implemented initially, and the City is to upgrade the remaining intersection improvements to meet full buildout of the long-term intersection configuration. See Figure 4 for the short-term improvements. The City should monitor intersection operation to time the long-term intersection improvements.

Table 2 summarizes the LOS analysis with the 2040 conditions with the long-term improvements at the Queensgate Drive / Keene Road intersection.

Table 2: Estimated 2040 Level of Service

INTERSECTION (critical lane group, AM / PM)	PM Peak Hour		
	LOS	Delay (sec/veh)	v/c
Queensgate Drive / Keene Road (WB-TH)	D	41.7	0.95
Queensgate Drive / Commercial Road (SB-TH/RT)	A	5.8	0.303

v/c = volume to capacity

QUEUEING ANALYSIS

The queue length was evaluated to verify that there is adequate storage between the existing traffic signal on Keene Road and Queensgate Drive and the proposed roundabout south of the intersection. SimTraffic software was used to estimate queue lengths for the northbound approach at the existing traffic signal and southbound approach for the proposed roundabout. Table 3 summarizes the queue lengths and the proposed storage at each intersection.

Table 3. 2040 PM Peak Hour Intersection Queueing Analysis

Intersection	Approach	Movement	Available Storage (Feet)	95th Percentile Queue (Feet)*
Queensgate Drive / Keene Road	EB	L	400+	325
		L	400+	325
		T	400+	300
		T	400+	250
		R	400+	75
	WB	L	400+	225
		T	400+	500
		T	400+	475
		R	400+	40
	NB	L	175	125
		L	175	150
		T	250	150
		T/R	250	150
	SB	L	550	775
		L	550	775
		T	300	225
		R	250	125
Queensgate Drive / Commercial Road	EB	L/T/R	100	100
	WB	L/T/R	200	50
	NB	L/T	150	50
		T/R	150	25
	SB	L/T	425	50
		T/R	425	25

*The queue lengths of each movement is rounded off to 25 feet to match a vehicle in a queue.

The northbound queue on Queensgate Drive at Keene Road is estimated at 150 feet and storage is over 175 feet. The southbound queue on Queensgate Drive at the roundabout is 50 feet with storage of 425 feet.

QUEENSGATE DRIVE EXTENSION CROSS-SECTION

Queensgate Drive extension is intended to be classified as a Major Collector. The QS development proposes two intersections between Shockley Road and the roundabout with relatively short block lengths. To maintain efficiency and reduce the risk of rear-end collisions, a three-lane cross section is proposed. See Figure 5 for the City's Standard for a Major Collector and Figure 6 for the proposed cross section. The proposed 5-foot-wide sidewalk will meet Richland Municipal Code for a sidewalk on a collector. Street trees are proposed between the sidewalk and the street curb to maintain a pedestrian-friendly walking environment. Bike lanes are proposed to facilitate active transportation.

CONCEPTUAL DESIGN

The following is a summary for the Queensgate South development.

Keene Road/Queensgate Drive Intersection – Short-term

The following lanes are recommended at the Keene Road/Queensgate Drive intersection to stay within the City's LOS standard prior to build-out:

- Northbound: two left-turn lanes, one through lane, a one through/right-turn lane and bike lane
- Southbound: two left-turn lanes, one through/right-turn lane, and bike lane entering the intersection and two lanes and bike lane departing the intersection
- Westbound: one left-turn lane, two through lanes, one right-turn lane, and bike lane
- Eastbound: one left-turn lane, two through lanes, one right-turn lane, and bike lane (requires widening for long-term buildout of intersection)

Keene Road/Queensgate Drive Intersection – Long-term

- The long-term improvements will meet the City's LOS D standard
- Adds a second left-turn lane for eastbound Keene Road
- Adds a right-turn lane on southbound Queensgate Drive

Intersection Spacing Between Keene Road and Proposed Roundabout

The spacing between the existing signal and proposed roundabout intersection, measured from stop line at the signal to the yield line at the roundabout, requires approximately 300 feet with the proposed the lane configuration described above for the Keene Road and Queensgate Drive intersection. The proposed design provides 400 feet. This exceeds the queueing on Queensgate Drive for both northbound and southbound directions between the signal and the roundabout.

Roundabout Intersection

A roundabout with two northbound and southbound approach lanes, and one eastbound and westbound approach lanes will meet the demand. The southbound departing lane will need two lanes for 160 feet.

Queensgate Drive between Roundabout and Shockley

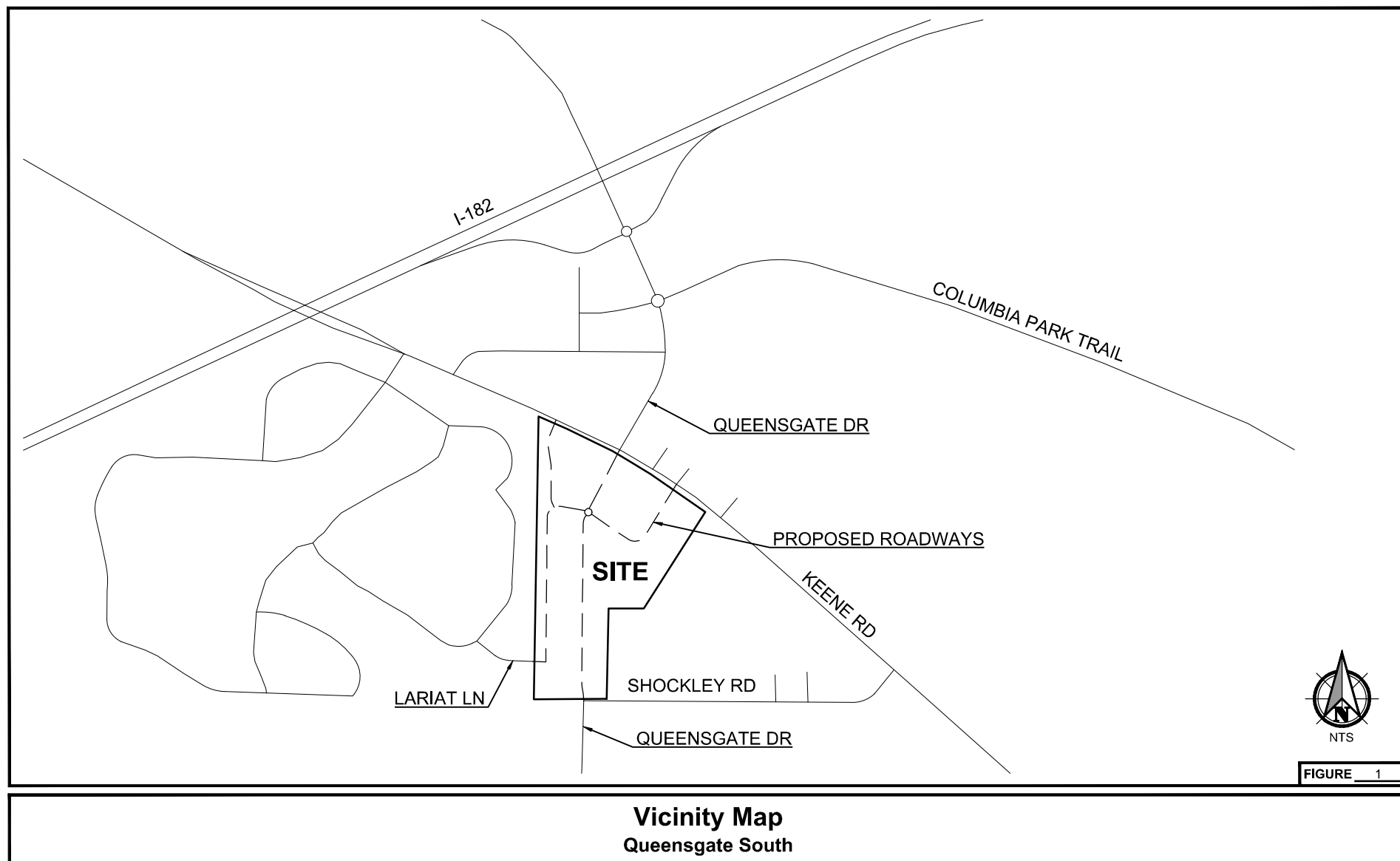
The proposed Queensgate Drive cross section will meet the City's Major Collector cross section.

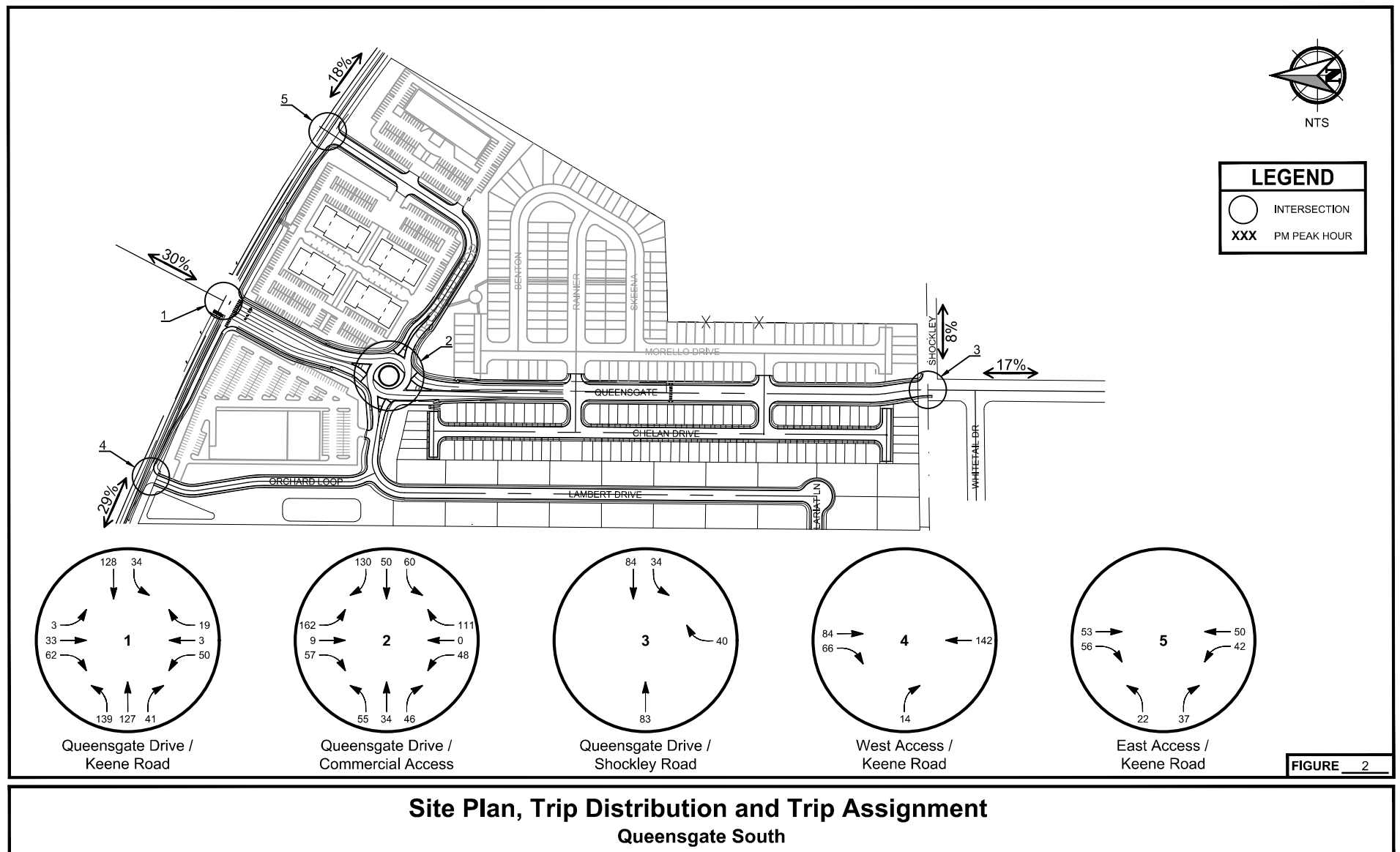
Attachments: Figure 1. Vicinity Map
Figure 2. Site Plan, Trip Distribution, and Trip Assignments
Figure 3. Long-Term Improvements
Figure 4. Short-Term Improvements
Figure 5. City of Richland's Major Collector Cross Sections
Figure 6. Proposed Queensgate Cross Section

QS Trip Generation Calculation
Synchro and SimTraffic Outputs
Queensgate Roundabout Design

cc: David Holt

JAM:BJ:lc





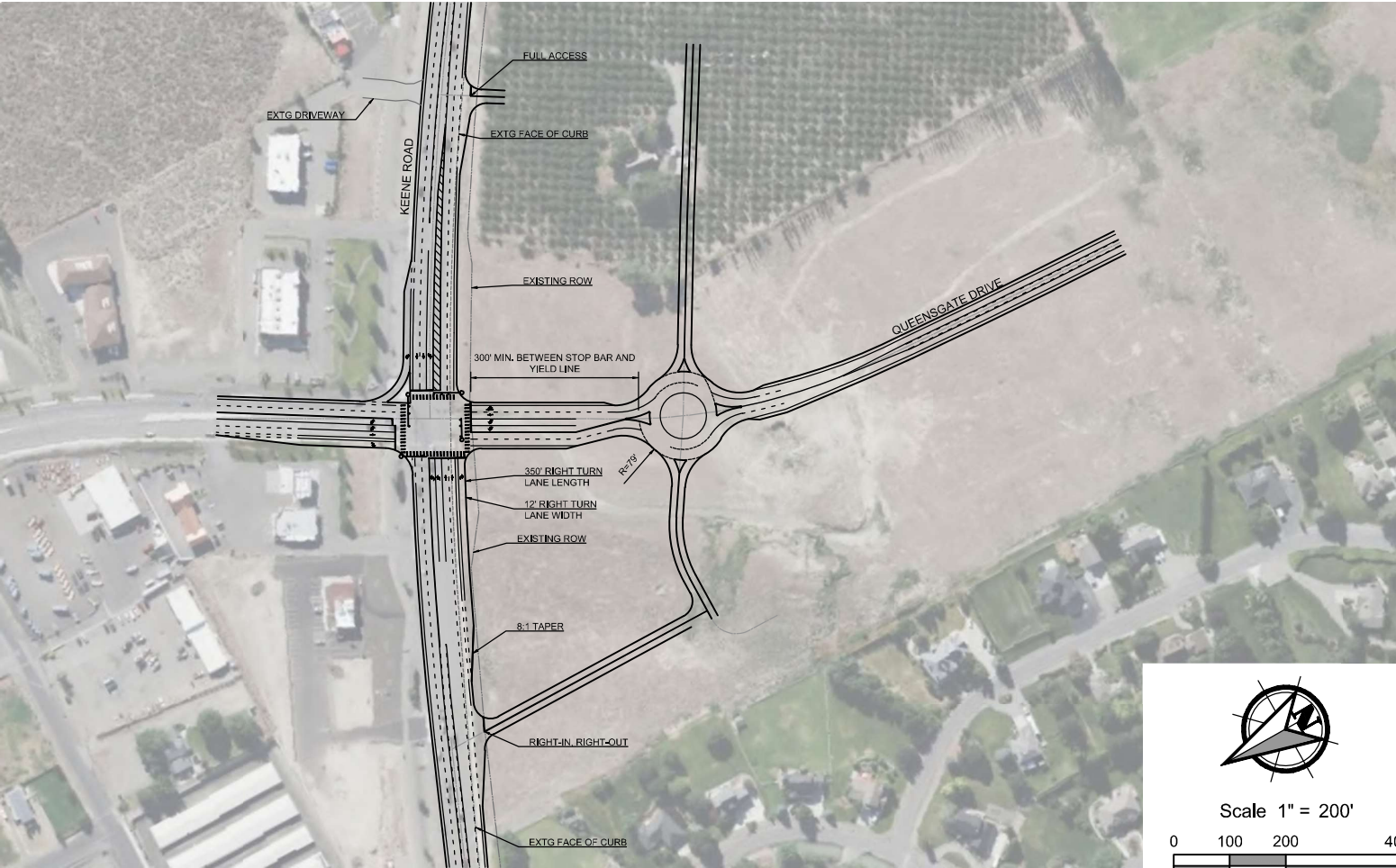


FIGURE 3

Long Term Improvements Queensgate South

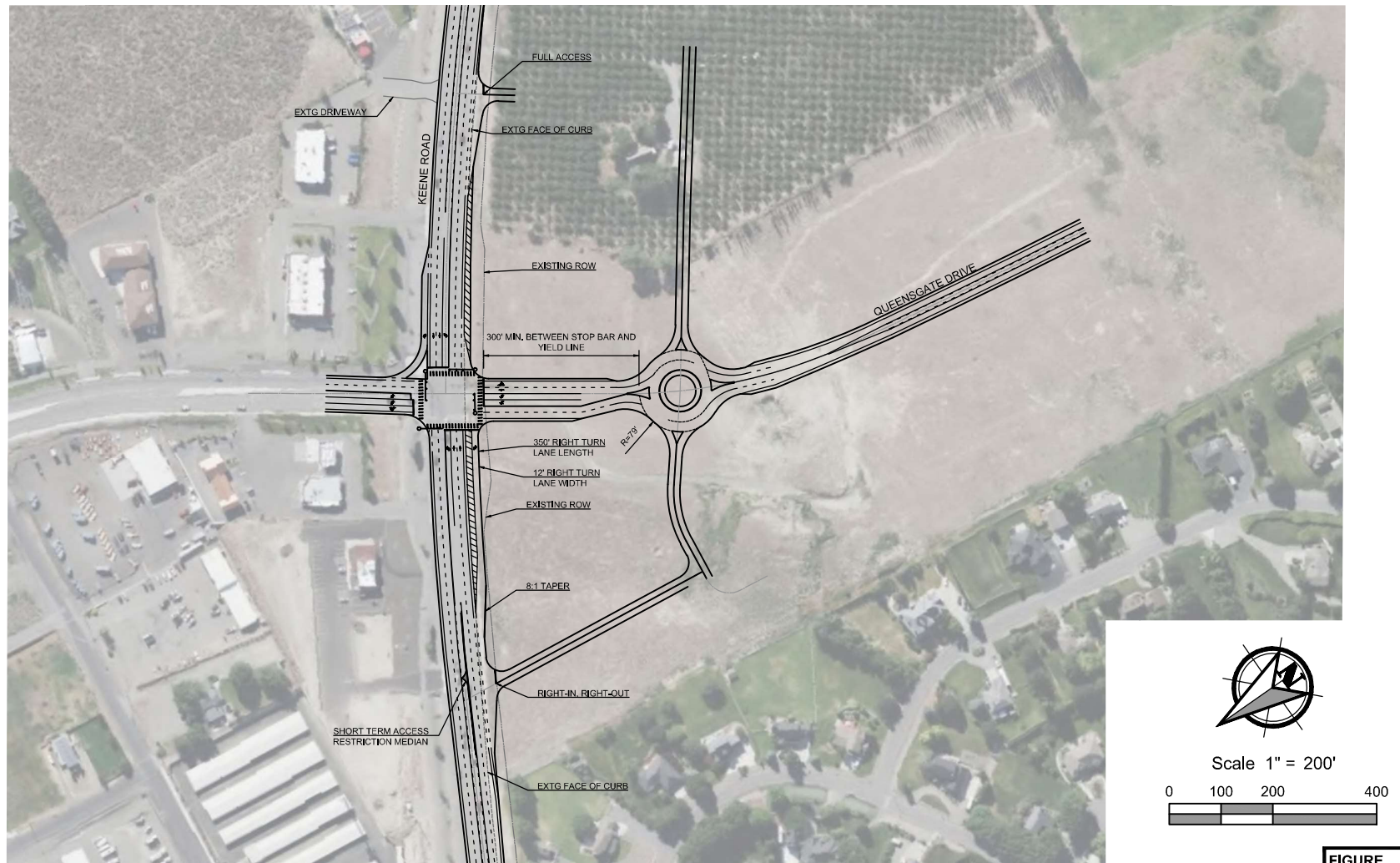
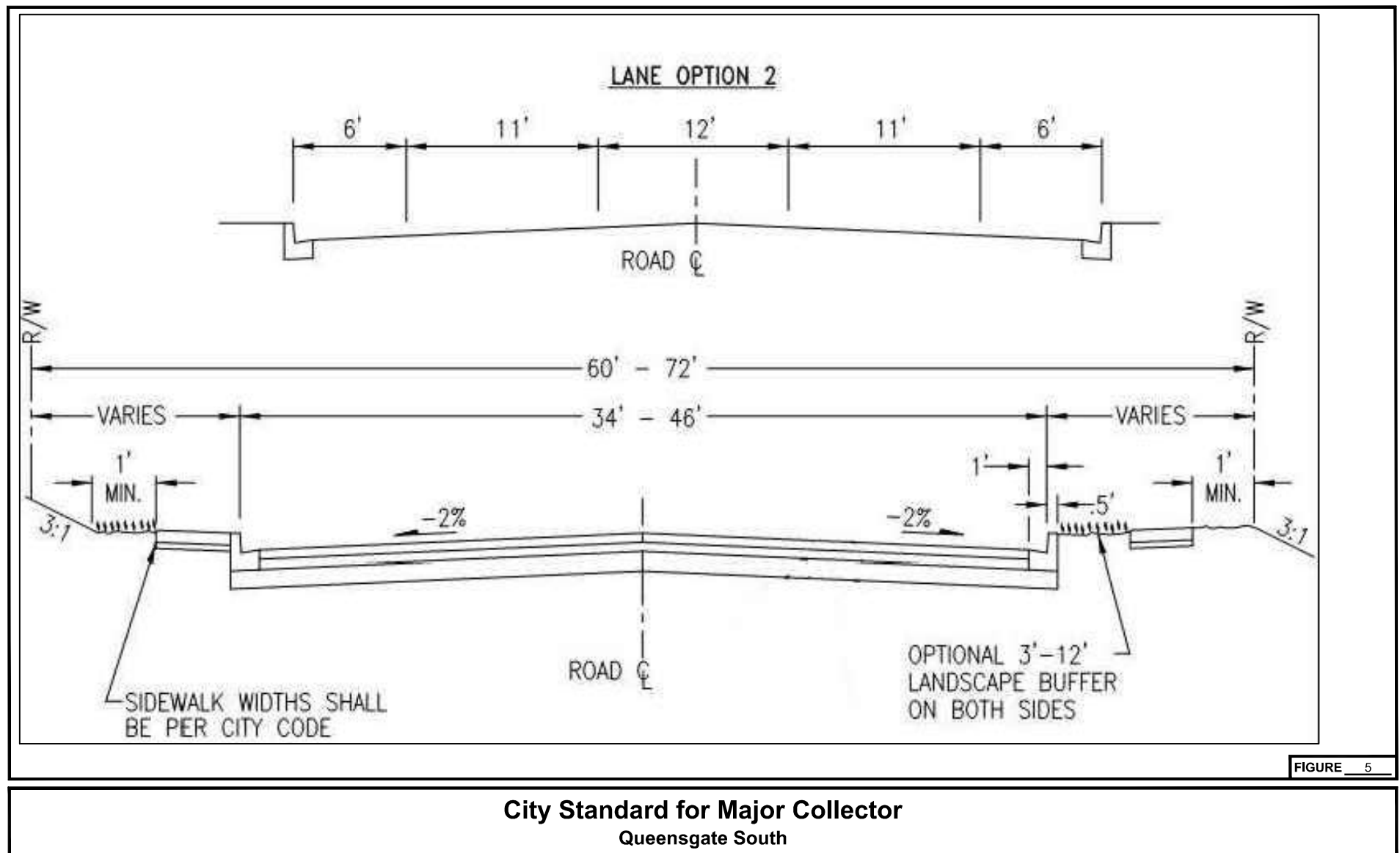
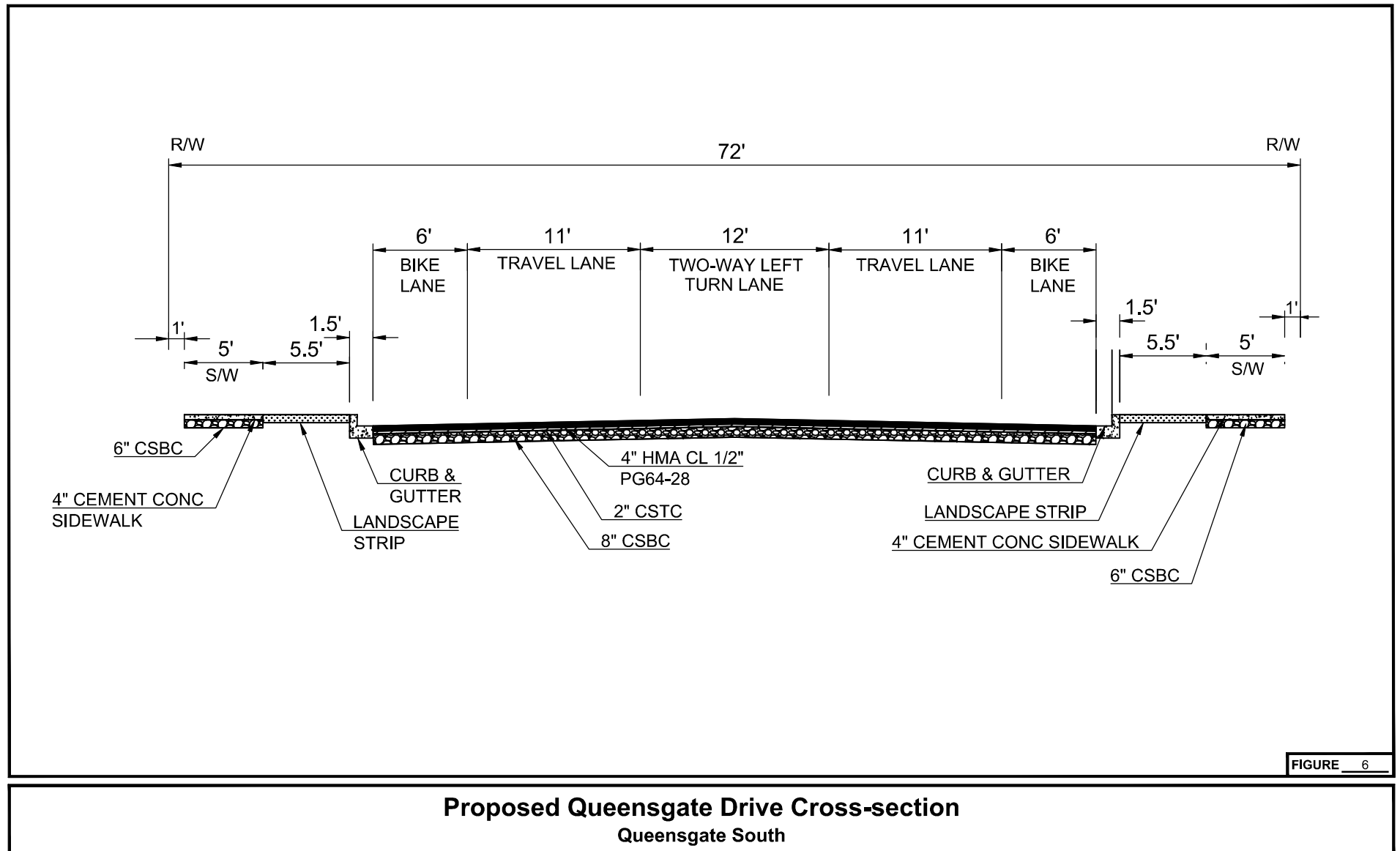


FIGURE 4

Short Term Improvements Queensgate South





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ITETripGen Web-based App

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

310

LAND USE GROUP:

(300-399) Lodging

LAND USE :

310 - Hotel

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Rooms

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

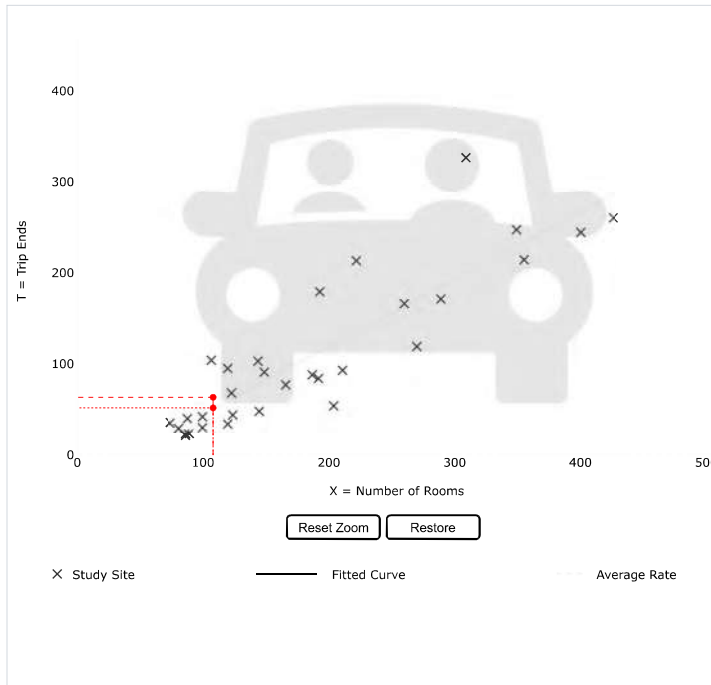
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

108

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**Hotel (310) [Click for Description and Data Plots](#)**Independent Variable:**

Rooms

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

31

Avg. Num. of Rooms:

186

Average Rate:

0.59

Range of Rates:

0.26 - 1.06

Standard Deviation:

0.22

Fitted Curve Equation: $T = 0.74(X) - 27.89$ **R²:**

0.78

Directional Distribution:

51% entering, 49% exiting

Calculated Trip Ends:

Average Rate: 64 (Total), 32 (Entry), 32 (Exit)

Fitted Curve: 52 (Total), 27 (Entry), 25 (Exit)

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ITETripGen Web-based App

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

821

LAND USE GROUP:

(800-899) Retail

LAND USE :

821 - Shopping Plaza (40-150k)

LAND USE SUBCATEGORY:

Supermarket - No

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GLA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

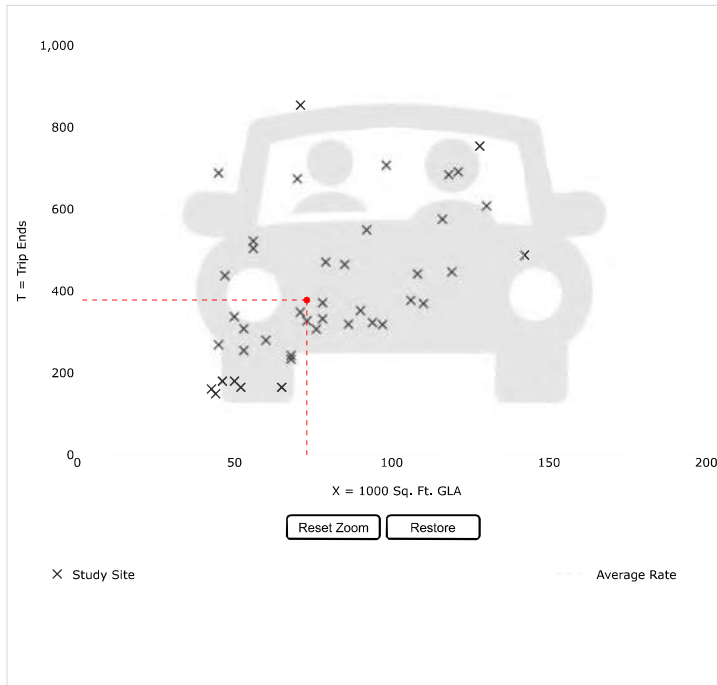
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

73

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**

Shopping Plaza (40-150k) - Supermarket - No (821)

[Click for Description and Data Plots](#)**Independent Variable:**

1000 Sq. Ft. GLA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

42

Avg. 1000 Sq. Ft. GLA:

79

Average Rate:

5.19

Range of Rates:

2.55 - 15.31

Standard Deviation:

2.28

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

49% entering, 51% exiting

Calculated Trip Ends:

Average Rate: 379 (Total), 186 (Entry), 193 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

220

LAND USE GROUP:

(200-299) Residential

LAND USE :

220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:

Not Close to Rail Transit

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

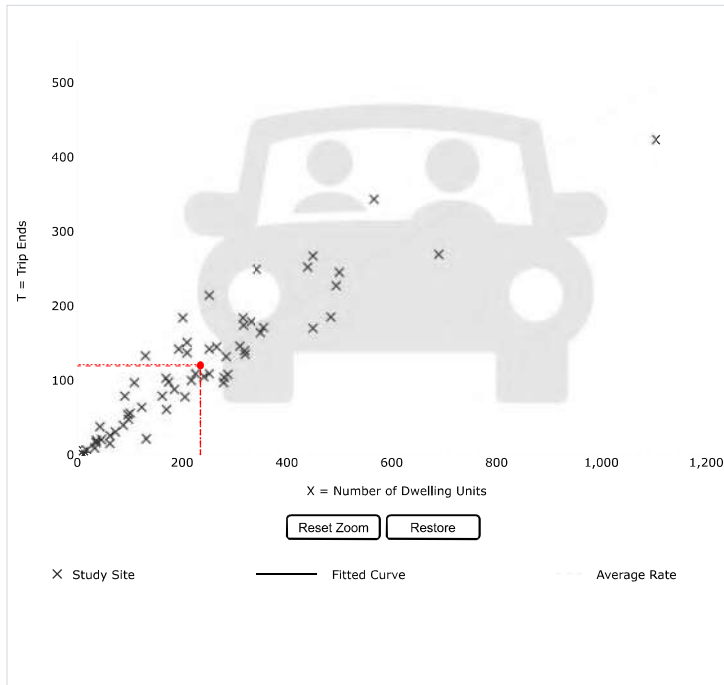
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

235

Calculate

Data Plot and Equation**DATA STATISTICS****Land Use:**
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)**Independent Variable:**
Dwelling Units**Time Period:**
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.**Setting/Location:**
General Urban/Suburban**Trip Type:**
Vehicle**Number of Studies:**
59**Avg. Num. of Dwelling Units:**
241**Average Rate:**
0,51**Range of Rates:**
0,08 - 1,04**Standard Deviation:**
0,15**Fitted Curve Equation:**
 $T = 0,43(X) + 20,55$
R²:
0,84**Directional Distribution:**
63% entering, 37% exiting**Calculated Trip Ends:**
Average Rate: 120 (Total), 76 (Entry), 44 (Exit)
Fitted Curve: 122 (Total), 77 (Entry), 45 (Exit)[Add-ons to do more](#)[OTISS Pro](#)

Graph Look Up

ITETripGen Web-based App

[Graph Look Up](#)[How to Use ITETripGen](#)[TGM Desk Reference](#)[TGM Appendices](#)[Support Documents](#)[Add Users](#)[Comments](#)

Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

210

LAND USE GROUP:

(200-299) Residential

LAND USE :

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

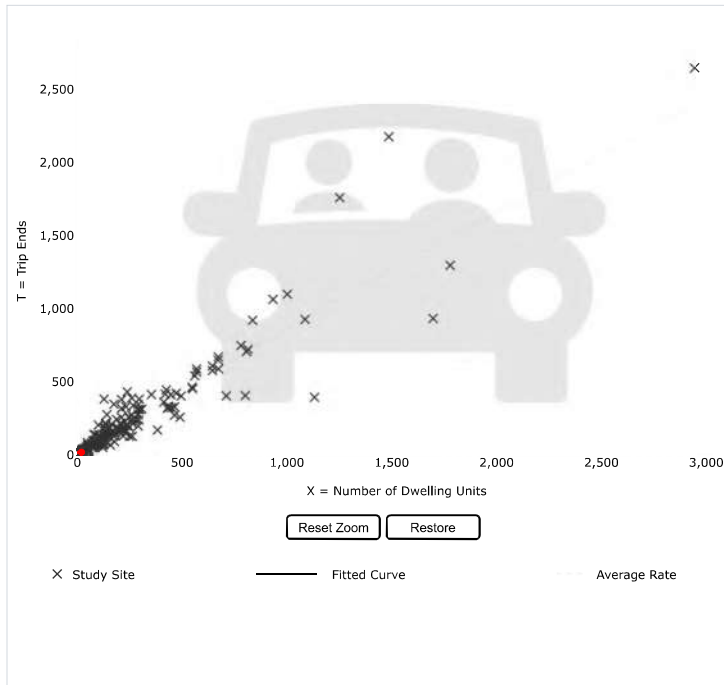
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

20

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS**Land Use:**Single-Family Detached Housing (210) [Click for Description and Data Plots](#)**Independent Variable:**

Dwelling Units

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

208

Avg. Num. of Dwelling Units:

248

Average Rate:

0,94

Range of Rates:

0,35 - 2,98

Standard Deviation:

0,31

Fitted Curve Equation: $\ln(T) = 0,94 \ln(X) + 0,27$ **R²:**

0,92

Directional Distribution:

63% entering, 37% exiting

Calculated Trip Ends:

Average Rate: 19 (Total), 12 (Entry), 7 (Exit)

Fitted Curve: 22 (Total), 14 (Entry), 8 (Exit)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

850

LAND USE GROUP:

(800-899) Retail

LAND USE :

850 - Supermarket

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

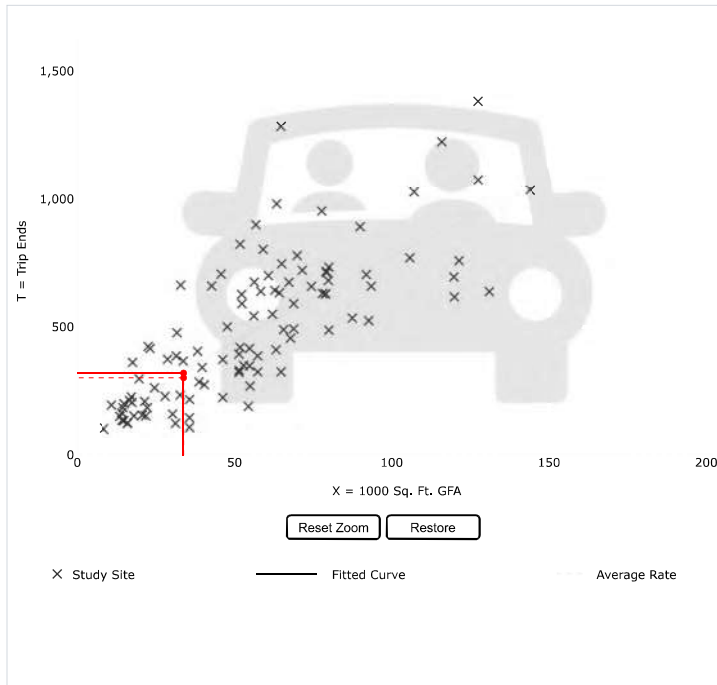
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

33.8

Calculate

Data Plot and Equation**DATA STATISTICS****Land Use:**Supermarket (850) [Click for Description and Data Plots](#)**Independent Variable:**

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

104

Avg. 1000 Sq. Ft. GFA:

55

Average Rate:

8.95

Range of Rates:

3.11 - 20.30

Standard Deviation:

3.32

Fitted Curve Equation: $\ln(T) = 0.81 \ln(X) + 2.92$ **R²:**

0.67

Directional Distribution:

50% entering, 50% exiting

Calculated Trip Ends:

Average Rate: 303 (Total), 151 (Entry), 152 (Exit)

Fitted Curve: 321 (Total), 160 (Entry), 161 (Exit)

[Add-ons to do more](#)[OTISS Pro](#)

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Query Filter

DATA SOURCE:

Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:

880

LAND USE GROUP:

(800-899) Retail

LAND USE :

880 - Pharmacy/Drugstore without Drive-Thro

LAND USE SUBCATEGORY:

All Sites

SETTING/LOCATION:

General Urban/Suburban

INDEPENDENT VARIABLE (IV):

1000 Sq. Ft. GFA

TIME PERIOD:

Weekday, Peak Hour of Adjacent Street Traffic

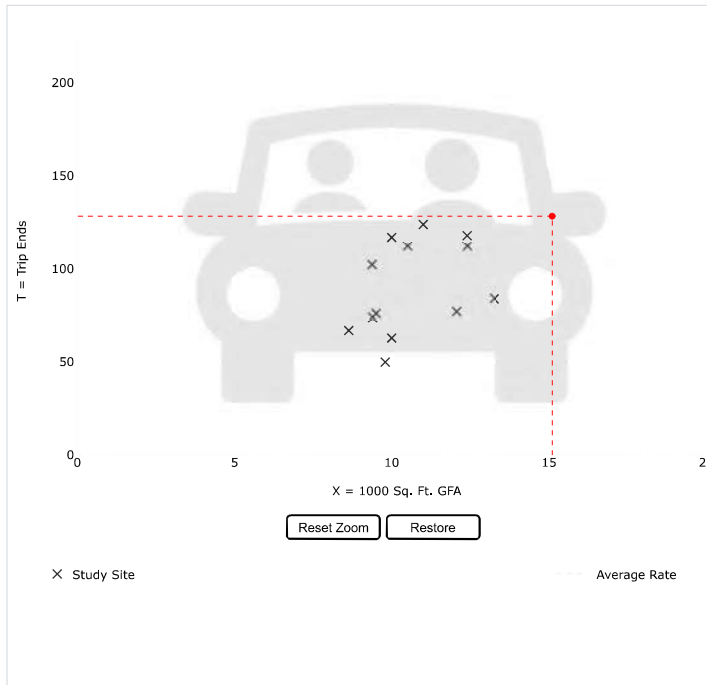
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

15.1

Calculate

Data Plot and Equation**DATA STATISTICS****Land Use:**Pharmacy/Drugstore without Drive-Through Window
(880) [Click for Description and Data Plots](#)**Independent Variable:**

1000 Sq. Ft. GFA

Time Period:

Weekday

Peak Hour of Adjacent Street Traffic

One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Trip Type:

Vehicle

Number of Studies:

13

Avg. 1000 Sq. Ft. GFA:

11

Average Rate:

8.51

Range of Rates:

5.11 - 11.70

Standard Deviation:

2.16

Fitted Curve Equation:

Not Given

R²:

Directional Distribution:

49% entering, 51% exiting

Calculated Trip Ends:

Average Rate: 129 (Total), 63 (Entry), 66 (Exit)

[Add-ons to do more](#)[OTISS Pro](#)

HCM 6th Signalized Intersection Summary

1: Queensgate Drive & Keene Road

05/10/2022

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	482	827	230	78	819	636	223	271	61	866	380	292
Future Volume (veh/h)	482	827	230	78	819	636	223	271	61	866	380	292
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		0.99	1.00		0.99	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	507	871	242	82	862	669	235	285	64	912	400	307
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	552	1270	812	105	912	849	541	372	82	971	473	400
Arrive On Green	0.16	0.36	0.36	0.06	0.26	0.26	0.16	0.13	0.13	0.28	0.25	0.25
Sat Flow, veh/h	3456	3554	1577	1781	3554	1574	3456	2893	639	3456	1870	1581
Grp Volume(v), veh/h	507	871	242	82	862	669	235	173	176	912	400	307
Grp Sat Flow(s),veh/h/ln	1728	1777	1577	1781	1777	1574	1728	1777	1755	1728	1870	1581
Q Serve(g_s), s	14.9	21.6	1.9	4.7	24.6	26.5	6.4	9.7	10.0	26.6	21.0	12.4
Cycle Q Clear(g_c), s	14.9	21.6	1.9	4.7	24.6	26.5	6.4	9.7	10.0	26.6	21.0	12.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.36	1.00		1.00
Lane Grp Cap(c), veh/h	552	1270	812	105	912	849	541	228	226	971	473	400
V/C Ratio(X)	0.92	0.69	0.30	0.78	0.95	0.79	0.43	0.76	0.78	0.94	0.85	0.77
Avail Cap(c_a), veh/h	552	1270	812	140	912	849	541	335	331	987	701	592
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	42.7	28.2	6.0	48.0	37.7	19.2	39.4	43.5	43.6	36.3	36.7	16.0
Incr Delay (d2), s/veh	20.6	1.6	0.2	18.4	18.1	5.0	0.6	5.7	6.9	16.0	6.2	3.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.7	8.9	1.6	2.5	12.4	13.0	2.7	4.6	4.7	13.0	10.1	4.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	63.3	29.8	6.2	66.4	55.8	24.2	40.0	49.2	50.5	52.2	42.9	19.5
LnGrp LOS	E	C	A	E	E	C	D	D	D	D	D	B
Approach Vol, veh/h	1620			1613			584			1619		
Approach Delay, s/veh	36.8			43.2			45.9			43.7		
Approach LOS	D			D			D			D		
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.0	31.0	20.7	30.6	10.6	41.4	33.5	17.8				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	26.5	10.3	38.7	8.1	34.9	29.5	19.5				
Max Q Clear Time (g_c+I1), s	16.9	28.5	8.4	23.0	6.7	23.6	28.6	12.0				
Green Ext Time (p_c), s	0.0	0.0	0.2	3.1	0.0	4.8	0.4	1.1				
Intersection Summary												
HCM 6th Ctrl Delay	41.7											
HCM 6th LOS	D											

HCM 6th Roundabout

2: Queensgate Drive & Commercial Road

05/10/2022

Intersection						
Intersection Delay, s/veh 5.8						
Intersection LOS A						
Approach	EB	WB	NB	SB		
Entry Lanes	1	1	2	2		
Conflicting Circle Lanes	2	2	2	2		
Adj Approach Flow, veh/h	237	168	404	724		
Demand Flow Rate, veh/h	241	171	412	738		
Vehicles Circulating, veh/h	650	537	247	111		
Vehicles Exiting, veh/h	199	122	644	597		
Ped Vol Crossing Leg, #/h	0	0	0	0		
Ped Cap Adj	1.000	1.000	1.000	1.000		
Approach Delay, s/veh	7.8	6.0	5.0	5.6		
Approach LOS	A	A	A	A		
Lane	Left	Left	Left	Right	Left	Right
Designated Moves	LTR	LTR	LT	TR	LT	TR
Assumed Moves	LTR	LTR	LT	TR	LT	TR
RT Channelized						
Lane Util	1.000	1.000	0.471	0.529	0.470	0.530
Follow-Up Headway, s	2.535	2.535	2.667	2.535	2.667	2.535
Critical Headway, s	4.328	4.328	4.645	4.328	4.645	4.328
Entry Flow, veh/h	241	171	194	218	347	391
Cap Entry Lane, veh/h	817	900	1075	1151	1219	1292
Entry HV Adj Factor	0.983	0.982	0.979	0.982	0.980	0.981
Flow Entry, veh/h	237	168	190	214	340	383
Cap Entry, veh/h	803	884	1053	1131	1194	1267
V/C Ratio	0.295	0.190	0.180	0.189	0.285	0.303
Control Delay, s/veh	7.8	6.0	5.1	4.9	5.6	5.6
LOS	A	A	A	A	A	A
95th %tile Queue, veh	1	1	1	1	1	1

Queuing and Blocking Report

Weekday PM Peak Hour - 2040 Badger Mtn South Volumes + QDMU Trips

05/11/2022

Intersection: 1: Queensgate Drive & Keene Road

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	R	L	T	T	R	L	L	T
Maximum Queue (ft)	344	327	318	287	79	372	524	495	387	156	157	151
Average Queue (ft)	202	187	201	178	40	84	332	294	160	74	85	88
95th Queue (ft)	337	331	287	260	68	229	508	483	387	130	138	141
Link Distance (ft)	432	432	432	432			621	621				303
Upstream Blk Time (%)	0	0					1	1				
Queuing Penalty (veh)	1	1					7	7				
Storage Bay Dist (ft)					200	300			300	200	200	
Storage Blk Time (%)				4		0	20	11	1	0	0	
Queuing Penalty (veh)				10		0	16	73	3	0	0	

Intersection: 1: Queensgate Drive & Keene Road

Movement	NB	SB	SB	SB	SB
Directions Served	TR	L	L	T	R
Maximum Queue (ft)	168	597	583	381	214
Average Queue (ft)	97	403	408	201	28
95th Queue (ft)	157	785	778	318	134
Link Distance (ft)	303	2222	2222	2222	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)				300	
Storage Blk Time (%)				2	
Queuing Penalty (veh)				5	

Intersection: 2: Queensgate Drive & Commercial Road

Movement	EB	WB	NB	NB	SB	SB
Directions Served	LTR	LTR	LT	TR	LT	TR
Maximum Queue (ft)	115	76	68	31	67	52
Average Queue (ft)	50	26	21	2	17	3
95th Queue (ft)	92	62	55	18	53	25
Link Distance (ft)	646	775		1698	303	303
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			100			
Storage Blk Time (%)			0	0		
Queuing Penalty (veh)			0	0		

Queuing and Blocking Report

Weekday PM Peak Hour - 2040 Badger Mtn South Volumes + QDMU Trips

05/11/2022

Intersection: 3: Queensgate Drive & Shockley Road

Movement	WB	WB	NB	SB
Directions Served	L	R	TR	L
Maximum Queue (ft)	70	66	7	40
Average Queue (ft)	27	25	0	10
95th Queue (ft)	58	55	5	35
Link Distance (ft)	2307		478	1698
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		100		
Storage Blk Time (%)	0			
Queuing Penalty (veh)	0			

Intersection: 4: West Access & Keene Road

Movement	EB	NB
Directions Served	TR	R
Maximum Queue (ft)	2	36
Average Queue (ft)	0	10
95th Queue (ft)	2	33
Link Distance (ft)	892	366
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: East Access & Keene Road

Movement	EB	WB	WB	WB	NB
Directions Served	TR	L	T	T	LR
Maximum Queue (ft)	18	64	32	39	156
Average Queue (ft)	1	25	3	4	57
95th Queue (ft)	8	57	46	64	140
Link Distance (ft)	621		356	356	321
Upstream Blk Time (%)				0	1
Queuing Penalty (veh)				0	0
Storage Bay Dist (ft)		100			
Storage Blk Time (%)			0		
Queuing Penalty (veh)			0		

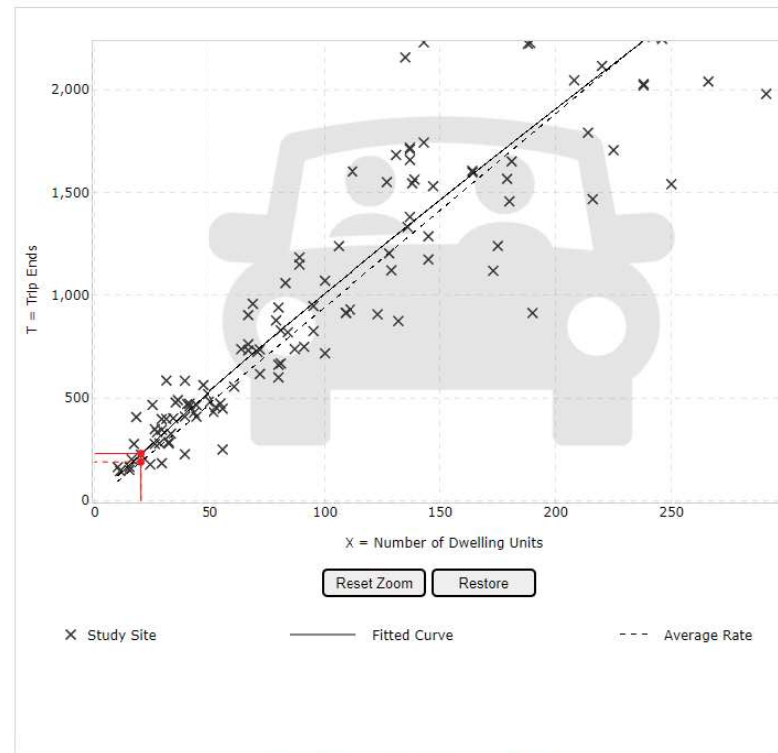
Network Summary

Network wide Queuing Penalty: 124

Appendix B

Trip Generation Calculations

Data Plot and Equation



DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
174

Avg. Num. of Dwelling Units:
246

Average Rate:
9.43

Range of Rates:
4.45 - 22.61

Standard Deviation:
2.13

Fitted Curve Equation:
 $\ln(T) = 0.92 \ln(X) + 2.68$

R²:
0.95

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 189 (Total), 94 (Entry), 95 (Exit)
Fitted Curve: 230 (Total), 115 (Entry), 115 (Exit)

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Query Filter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
20 Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
192

Avg. Num. of Dwelling Units:
226

Average Rate:
0.70

Range of Rates:
0.27 - 2.27

Standard Deviation:
0.24

Fitted Curve Equation:
 $\ln(T) = 0.91 \ln(X) + 0.12$

R^2 :
0.90

Directional Distribution:
26% entering, 74% exiting

Calculated Trip Ends:
Average Rate: 14 (Total), 4 (Entry), 10 (Exit)
Fitted Curve: 17 (Total), 4 (Entry), 13 (Exit)

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QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
210

LAND USE GROUP:
(200-299) Residential

LAND USE:
210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:
All Sites

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
20Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Single-Family Detached Housing (210) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
208

Avg. Num. of Dwelling Units:
248

Average Rate:
0.94

Range of Rates:
0.35 - 2.98

Standard Deviation:
0.31

Fitted Curve Equation:
 $\ln(T) = 0.94 \ln(X) + 0.27$

R²:
0.92

Directional Distribution:
63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 19 (Total), 12 (Entry), 7 (Exit)
Fitted Curve: 22 (Total), 14 (Entry), 8 (Exit)

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QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
22

Avg. Num. of Dwelling Units:
229

Average Rate:
6.74

Range of Rates:
2.46 - 12.50

Standard Deviation:
1.79

Fitted Curve Equation:
 $T = 6.41(X) + 75.31$

R^2 :
0.86

Directional Distribution:
50% entering, 50% exiting

Calculated Trip Ends:
Average Rate: 566 (Total), 283 (Entry), 283 (Exit)
Fitted Curve: 614 (Total), 307 (Entry), 307 (Exit)

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Add-ons to do more

Try OTISS Pro

ITETripGen Web-based App

Graph Look Up

QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
49

Avg. Num. of Dwelling Units:
249

Average Rate:
0.40

Range of Rates:
0.13 - 0.73

Standard Deviation:
0.12

Fitted Curve Equation:
 $T = 0.31(X) + 22.85$

R²:
0.79

Directional Distribution:
24% entering, 76% exiting

Calculated Trip Ends:
Average Rate: 34 (Total), 8 (Entry), 26 (Exit)
Fitted Curve: 49 (Total), 12 (Entry), 37 (Exit)

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Graph Look Up

QueryFilter

DATA SOURCE:
Trip Generation Manual, 11th Ed

SEARCH BY LAND USE CODE:
220

LAND USE GROUP:
(200-299) Residential

LAND USE:
220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY:
Not Close to Rail Transit

SETTING/LOCATION:
General Urban/Suburban

INDEPENDENT VARIABLE (IV):
Dwelling Units

TIME PERIOD:
Weekday, Peak Hour of Adjacent Street Traffic

TRIP TYPE:
Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:
84

Calculate

Data Plot and Equation

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use:
Multifamily Housing (Low-Rise) - Not Close to Rail Transit (220) [Click for Description and Data Plots](#)

Independent Variable:
Dwelling Units

Time Period:
Weekday

Setting/Location:
General Urban/Suburban

Trip Type:
Vehicle

Number of Studies:
59

Avg. Num. of Dwelling Units:
241

Average Rate:
0.51

Range of Rates:
0.08 - 1.04

Standard Deviation:
0.15

Fitted Curve Equation:
 $T = 0.43(X) + 20.55$

R^2 :
0.84

Directional Distribution:
63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 43 (Total), 27 (Entry), 16 (Exit)
Fitted Curve: 57 (Total), 36 (Entry), 21 (Exit)

VERSION: 6.0 (UPDATES) | DATA: 11TH EDITION | TERMS AND CONDITIONS | PRIVACY | ITE MARKETPLACE

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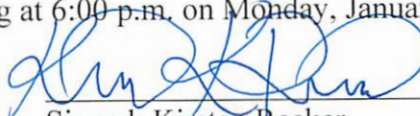
Exhibit 9 - Public Notice & Affidavits

AFFIDAVIT OF MAILING

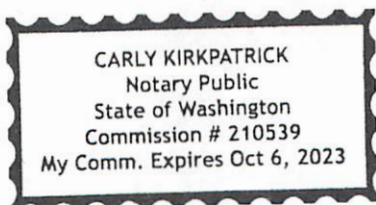
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

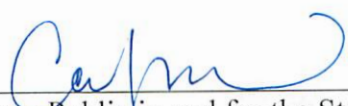
COMES NOW, Kirsten Recker, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 14th day of December, 2022, I mailed a copy of the NOTICE OF APPLICATION, PUBLIC HEARING & OPTIONAL DNS (PUD2022-101 & EA2022-122) to the attached list of individuals via regular USPS or email on the date indicated above. The Richland Planning Commission will conduct a public hearing at 6:00 p.m. on Monday, January 09, 2023.


Signed: Kirsten Recker

SIGNED AND SWORN to before me this 3rd day of January 2023 by Kirsten Recker.




Notary Public in and for the State of Washington,

Carly Kirkpatrick
Print Name

Residing at Richland, WA

My appointment expires: Oct. 6, 2023

AFFIDAVIT OF MAILING - 1
Notice of Closed Record Hearing attached.
Address list attached.



CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING & OPTIONAL DNS (PUD2022-101 & EA2022-122)

Notice is hereby given that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South.

Proposal: Development of an approximately 36.21-acre mixed use development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network.

Location: The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

Public Hearing: The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, January 9, 2023 in the Richland City Hall Council Chambers, 625 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing or by visiting the City of Richland website (www.ci.richland.wa.us) and joining via Zoom. Copies of the complete application packet, SEPA Checklist and related materials can be obtained by visiting the City of Richland website (www.ci.richland.wa.us).

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Public Comment: Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS #35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, December 28, 2022, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, January 8, 2023; however verbal comments may be presented during the public hearing.

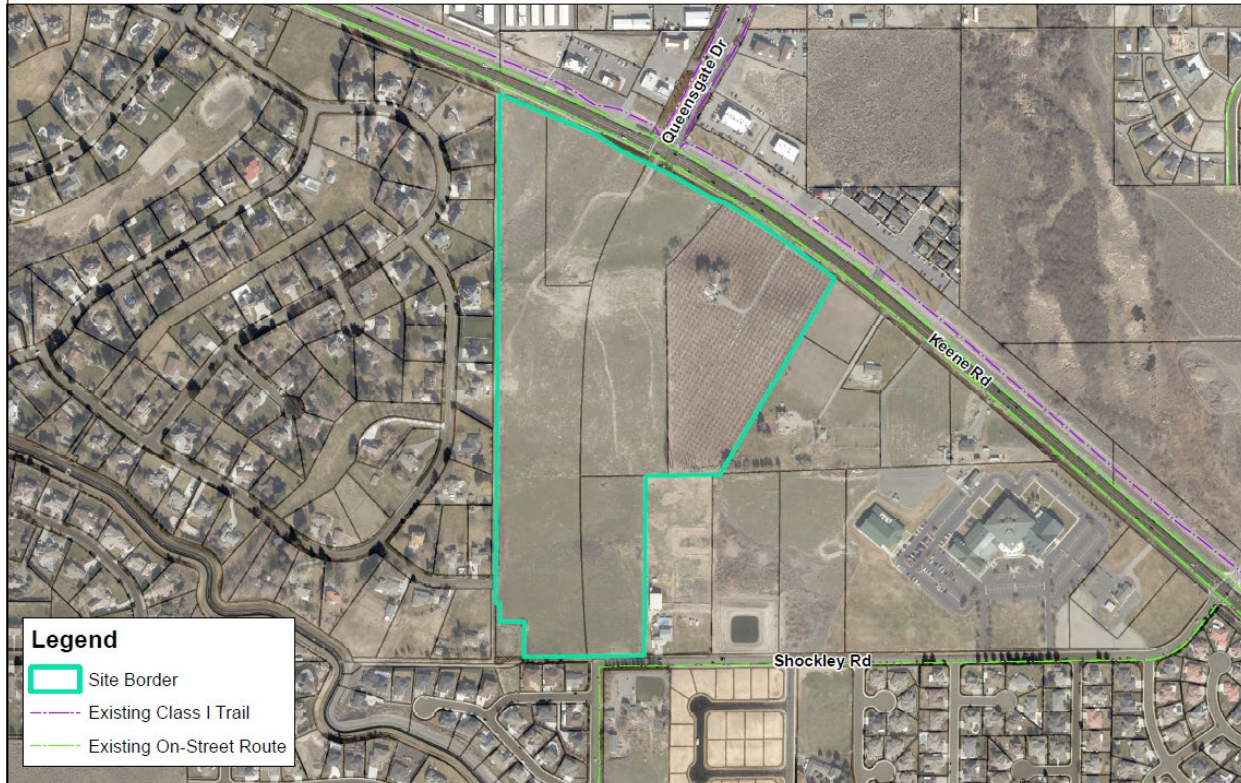
Appeal: The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration, Title 23 Zoning and Title 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

Vicinity Map

Item: The Terraces at Queensgate South
Applicant: Aqtera Engineering
File #: PUD2022-101



0 250 500 1,000 Feet



CLIFF WILLIAM C & MARY HELEN

2109 KEENE RD

RICHLAND, WA 99352-7726

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

FLORES GABRIEL

707 S 5TH UNIT 332

CONNELL, WA 99326

LIEN JR WALLACE W & TRACI E

2306 WHITETAIL DRIVE

RICHLAND , WA 99352

ZHANG XIAO

2322 COTTONTAIL LN

RICHLAND, WA 99352

GAO YEFEI & GOU LANG

2313 WHITETAIL DR

RICHLAND, WA 99352

MATSON NEAL M & DIANNE L

601 QUEENSGATE DR

RICHLAND, WA 99352

GINA HOLDINGS LLC

39 PENINSULA RD

BELVEDERE, CA 94920

BBS RICHLAND 2373 JERICHO RD WA LLC

1700 S EL CAMINO REAL STE 404

SAN MATEO , CA 94402

ASHLEY DAVID & HAMM TERESA M REECE

2450 SADDLE WAY

RICHLAND, WA 99352

CLIFF WILLIAM C & MARY HELEN

2109 KEENE RD

RICHLAND, WA 99352-7726

DEEN DAVID V & JULIE F

2340 COTTONTAIL LN

RICHLAND, WA 99352

HUANG QIUHUA & LIN XINMING

2312 WHITETAIL DR

RICHLAND , WA 99352

HARDY CAMERON M

2300 WHITETAIL DR

RICHLAND, WA 99352

MARSKE DAWN MARIE

2330 COTTONTAIL LANE

RICHLAND, WA 99352

CLEMENTS ERIC P & MARY D

2301 WHITETAIL DR

RICHLAND, WA 99352

GOULET PROPERTIES LLC

4109 WESTLAKE CT

WEST RICHLAND, WA 99353

BETHEL CHURCH

600 SHOCKLEY RD

RICHLAND, WA 99352

PIPER R KIM & KATHRYN A

780 SHOCKLEY RD

RICHLAND, WA 99352-0000

BELL JOHN R & JUDY V

1102 SADDLE WAY

RICHLAND, WA 99352-9640

DEMARS SEAN & SARAH	HATHAWAY NATHANIEL D & KATHLEEN M
2423 SADDLE WAY	2435 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352
HENSLEY GINETTE & SHON	GOETZ THOMAS G & SUSAN E
2444 SADDLE WAY	2438 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-7705
EVANS JOEL & ASHLEY	CHRISTENSEN JENNIFER
2432 SADDLE WAY	2426 SADDLE WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-7705
EDDY JAMES	LIU CHONGXUAN
2420 SADDLE WAY	1102 APPALOOSA WAY
RICHLAND, WA 99352	RICHLAND, WA 99352-9632
TAYLOR STEPHEN A & JANICE C	CITY OF RICHLAND
720 SHOCKLEY RD	625 SWIFT BLVD. MS-09
RICHLAND, WA 99352-6715	RICHLAND , WA 99352
MOORE GARY LEE & JULIETTE	JOHNSON JOHN R & CLAUDIA C
2407 LARIAT LN	2414 LARIAT LN
RICHLAND, WA 99352-9637	RICHLAND, WA 99352-9637
JOHNSON CARL R & ERINN B	PUTZ JON
2408 LARIAT LANE	1137 APPALOOSA WAY
RICHLAND, WA 99352	RICHLAND , WA 99352
CASTANEDA ORTIZ & MONTANO GABRIELA	SCHULZ TRUSTEE DUANE A & DEBORA A
80434 SAGEBRUSH RD	1119 APPALOOSA WAY
HERMISTON , OR 97838	RICHLAND, WA 99352-9632
MARTELLOTTI STEPHEN C & MICHELE I	COUNTRY RIDGE HOMEOWNERS ASSOC
1113 APPALOOSA WAY	PO BOX 844
RICHLAND, WA 99352-9632	RICHLAND, WA 99352-0844
WIRTH MARK G & MARILYN A	FROEHLICH MICHAEL A & ARIA R
2403 LARIAT LN	2402 LARIAT LN
RICHLAND, WA 99352	RICHLAND , WA 99352

MARTINKUS NATALIE & ANDREW RYAN

1120 APPALOOSA WAY

RICHLAND, WA 99352

GIES RICHARD A & MARY M

1140 APPALOOSA WAY

RICHLAND, WA 99352-9632

SAMAAN NADER A

1114 APPALOOSA WAY

RICHLAND, WA 99352

REINHART WILLIAM D & SUSAN A

1107 APPALOOSA WAY

RICHLAND, WA 99352-9632

BETHEL CHURCH

600 SHOCKLEY RD

RICHLAND, WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC

16455 NE 99TH STREET

REDMOND , WA 98052

ARCHIBALD DANIEL

2346 COTTONTAIL LN

RICHLAND, WA 99352

WASHINGTON SECURITIES & INVESTMENT CORPORATION

8901 W TUCANNON AVE STE 110

KENNEWICK, WA 99336

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

GOVERNMENT

FEDERAL GOVERNMENT

0

FAIRCLOTH KENNETH F & LESLIE C

1130 APPALOOSA WAY

RICHLAND, WA 99352-9632

COUNTRY RIDGE HOMEOWNERS ASSOC

P O BOX 844

RICHLAND, WA 99352

COUNTRY RIDGE HOMEOWNERS ASSOC

PO BOX 844

RICHLAND, WA 99352-0844

MARSH QUEENSGATE PROPERTIES LLC

2632 APPALOOSA WAY

RICHLAND, WA 99352-7727

CLIFF WILLIAM C & MARY HELEN

2109 KEENE RD

RICHLAND, WA 99352-7726

ROBERTS SCOTT LEE & WORMAN RACHEL ELIZABETH

2352 COTTONTAIL LN

RICHLAND , WA 99352

GOULET PROPERTIES LLC

4109 WESTLAKE CT

WEST RICHLAND, WA 99353

HEAVY 2 LLC

1369 COUNTRY RIDGE DR

RICHLAND , WA 99352

CITY OF RICHLAND

625 SWIFT BLVD. MS-09

RICHLAND , WA 99352

WASHINGTON SECURITIES & INVESTMENT CORPORATION

8901 W TUCANNON AVE STE 110

KENNEWICK, WA 99336

WASHINGTON SECURITIES & INVESTMENT CORPORATION
8901 W TUCANNON AVE STE 110
KENNEWICK, WA 99336

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

BBS RICHLAND 2373 JERICO RD WA LLC
1700 S EL CAMINO REAL STE 404
SAN MATEO , CA 94402

PEAKE CONTRACTORS LLC
2297 MORENCY DR
RICHLAND , WA 99352

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

COLUMBIA VALLEY PROPERTY HOLDINGS LLC
16455 NE 99TH STREET
REDMOND , WA 98052

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Matthew Howie**, who, being first duly sworn upon oath deposes and says:

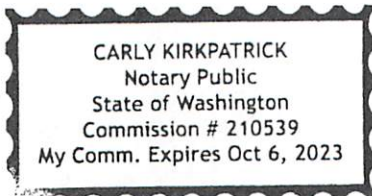
1. I am an employee in the Planning Division of the Development Services Department for the City of Richland.

2. On the 28th day of December, 2022, I posted the attached NOTICE OF PUBLIC HEARING, File Number PUD2022-101 (Planned Unit Development for The Terraces at Queensgate South) in the following location:

Southwest of the corner at Keene Road and Queensgate Drive

Signed: Matthew Howie

SIGNED AND SWORN to before me this 3rd day of January, 2023, by Matthew Howie.



Signature of Notary

Printed Name

Notary Public in and for the State of Washington,
Residing in Richland, WA

My appointment expires: Oct. 6, 2023

Please publish the following:

Type of Legal Ad:	Public Hearing Notice
Date(s) of Publication:	Sunday, December 18, 2022
Richland's TCH Account:	450543
For Invoice Text Box on TCH Invoice (Richland MUNIS Description)	PUD2022-101 & EA2022-122
For PO Box on TCH Invoice (Richland Account No. - MUNIS)	D2586000 4401
Attention:	Jen Anderson (TF)

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING

Notice is hereby given that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South. This is a development of an approximately 36.21-acre mixed use development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network. The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

A public hearing on the proposed site plan review will be held before the Hearing Examiner on Monday, January 9, 2023 at 6:00 PM within the City Council Chambers located at 625 Swift Blvd. All interested parties are invited to attend and present testimony at the public hearing or via Zoom by visiting the City's website: www.ci.richland.wa.us.

Environmental Review: The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development. The environmental checklist and related file information are available to the public and can be viewed at www.ci.richland.wa.us.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Mike Stevens, Planning Manager, 625 Swift Boulevard, MS #35, Richland, WA 99352. Comments may also be emailed to mstevens@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, December 28, 2022, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing. Written comment will not be accepted after 6 p.m. on Sunday, January 8, 2023; however verbal comments may be presented during the public hearing.

Exhibit 10 - SEPA DNS & Checklist



File No. EA2022-122

CITY OF RICHLAND

Determination of Non-Significance

Description of Proposal: Development of an approximately 20.6-acre development project to include 19 single family lots, 89 townhome lots and 5 open space tracts and associated street network (The Terraces at Queensgate South PUD).

Proponent: Aqtera Engineering
2705 Saint Andrews Loop, Suite C
Pasco, WA 99301

Location of Proposal: The project site is located upon Assessor's Parcel Nos. 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge upon Revised Lot 4 of RS 5735.

Lead Agency: City of Richland

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

() There is no comment for the DNS.

() This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

(X) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: January 4, 2023

Signature _____

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

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

Instructions for applicants:

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

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

Instructions for Lead Agencies:

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

Use of checklist for nonproject proposals:

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

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: [The Terraces at Queensgate South](#)
2. Name of applicant: [Columbia Valley Property Holdings LLC](#)
3. Address and phone number of applicant and contact person:

Applicant:

Mallikarjuna R Vallem
16455 NE 99th St, Redmond, WA 98052
619.400.7845

Project Manager:

Caleb Stromstad, Aqtera Eng.
2707 St Andrews Loop, Suite C, Pasco, WA
509.845.0208

4. Date checklist prepared: June 21, 2022
5. Agency requesting checklist: City of Richland Development Services
6. Proposed timing or schedule (including phasing, if applicable):

Project design immediately following approval of request with initial construction anticipated to start in fall of 2023.

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

Yes. Phase II of the project known as the Village at Queensgate South consists of the development of an additional 22.5 acres with additional townhome development, open space, retail commercial space including a grocery, pharmacy, hotel and four two-story commercial structures with associated parking and landscaping. The second phase of development would also complete full street improvements to Queensgate Drive between Keene and Shockley Roads, including the construction of a roundabout.

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

The following environmental information has been prepared for this project and is attached

- Topographic and Record Surveys;
- Custom Soils Report;
- Geotechnical Engineering Evaluation;
- Cultural Resources Report;
- Traffic Analysis

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

No.

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

Approval of a Planned Unit Development Application and Preliminary Plat Application are needed initially. Final plat, Final Planned Unit Development approval, Public Works approval of street and utility extension designs and building permits will be required before project construction can begin.

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

The Terraces at Queensgate South is a proposed development of 20.93 acres consisting of a subdivision to create 19 single-family residential lots, 89 townhome units, and 5 open space tracts including full development of local streets and the extension of Queensgate Drive between Keene and Shockley Roads to a rural development standard. The project also includes the construction of storm drainage facilities, the extension of public utilities, and the construction of a masonry wall along the western boundary of the site.

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

The properties known as Queensgate South are located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge in the South Richland area and include the following assessor parcel numbers: 122983000002003, 1229830000011000, 122983000003003 and 122983000002004;

B. Environmental Elements [\[HELP\]](#)

1. Earth [\[help\]](#)

a. General description of the site:

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

The site slopes from Shockley Road on the south to Keene Road on the north, with an elevation difference of approximately 80 feet, ranging from approximately 520 feet MSL near Keene Road to 600 feet Shockley Road. A distinctive terrace, running

parallel to Keene Road at approximately 20 feet in height is located south of Keene Road between 350 and 500 feet south of Keene Road.

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

Approximately 10%.

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

The site consists of a variety of Warden silt loams, and Warden very fine sandy loams. Refer to the attached Custom Soil Resource Report.

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

No. Refer to the attached Geotechnical Engineering Evaluation prepared by Intermountain Materials Testing & Geotechnical

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

Fill and grade activities will be balanced on the site. Specific grading plans have not yet been developed but will be prepared and submitted to the City for review and approval following approval of preliminary plat and PUD applications.

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

Erosion could occur as a result of clearing and grading activities unless appropriate measures are taken during the construction process.

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

The initial phase of development would cover 18. Acres (excluding planned open space). Approximately 65% of the site would be covered with buildings, streets and sidewalks.

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

Implementation of the conclusions and recommendations included in the Geotechnical Engineering Evaluation prepared by Intermountain Materials Testing & Geotechnical.

2. **Air** [\[help\]](#)

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

Construction activities would generate emissions from the operation of equipment and the clearing of ground. Following construction, emissions from vehicles operated by the future residents of the project would occur. Operation of lawn care equipment and backyard barbeques could also result in some emissions.

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

None known.

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

During construction activities, once ground has been cleared, measures to reduce or eliminate wind borne dust will be implemented. After completion of construction residents may choose to operate electric vehicles and/or lawn care equipment. The mixed use nature of the project would encourage residents to walk to commercial services, which would result in a reduction of vehicle travel and emissions.

3. **Water** [\[help\]](#)

- a. Surface Water: [\[help\]](#)

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

No surface water is on or near the site.

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

No.

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

Not applicable.

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

No.

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

No.

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

No.

b. Ground Water: [\[help\]](#)

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

No groundwater withdrawals are proposed. Groundwater is estimated to be approximately 40 feet below surface based on Washington Department of Ecology Groundwater Well Log Database.

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

No groundwater discharges are proposed. Public sewer system would be extended to serve the proposed development.

c. Water runoff (including stormwater):

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

Runoff would be generated by development of impervious surfaces including buildings and streets. A storm drainage system would collect water from streets and pipe it to a storm pond that would be located at the northwestern corner of the site. The existing storm pond in the southwest corner of the site would be removed.

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

Not likely.

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

An existing storm drainage pond located in the southwestern corner of the site would be removed and replaced with a larger pond in the northwestern corner of the site.

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

Storm drainage plans meeting City standards will be prepared and submitted to the City for review and approval prior to construction.

4. **Plants** [\[help\]](#)

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

☐ deciduous tree: alder, maple, aspen, other

☐ evergreen tree: fir, cedar, pine, other

☒ shrubs

☒ grass

☐ pasture

☐ crop or grain

☒ Orchards, vineyards or other permanent crops.

☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

☐ water plants: water lily, eelgrass, milfoil, other

☐ other types of vegetation

Native vegetation on site included perennial grasses and shrubs typical of Columbia Plateau shrub-steppe. The eastern 12 acres of the site (located within the Phase II portion of the project) consist of a cherry orchard.

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

Much of the native vegetation located on site was removed within the last 2 years. None of the vegetation that has established itself since then will be retained. The existing cherry orchard will also be removed during development of the Phase II portion of the project.

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

None are known to exist on-site.

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

A detailed landscape plan will be prepared and submitted to the City for review and approval as a part of the Final Planned Unit Development process. Generally, landscaping will include planting of street trees and landscaping of the common open space tracts located within project and typical residential landscaping of the yards surrounding the single family residences and townhomes.

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

None are known to exist on-site.

5. **Animals** [\[help\]](#)

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

Examples include:

birds: hawk, heron, eagle, **songbirds**, other:
mammals: deer, bear, elk, beaver, other: **rodents, coyotes**
fish: bass, salmon, trout, herring, shellfish, other _____

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

None known to exist on-site.

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

The site and all of the Tri-Cities region are part of the Pacific Flyway.

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

No mitigation measures are proposed.

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

None known to exist on-site.

6. *Energy and Natural Resources* [\[help\]](#)

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

Energy needed to provide services to single family residences and townhomes will primarily be supplied by electric energy and natural gas.

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

No. The proposed heights of residential buildings and their setbacks from project boundaries will not impact the potential use of solar energy for adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

Residential building construction will comply with the provisions of the Washington State Energy Code.

7. *Environmental Health* [\[help\]](#)

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

If so, describe.

The project would not involve the use of any toxic chemicals, hazardous wastes or result in risk of fire or explosion beyond those normally associated with residential use.

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

There is no known hazardous or toxic waste contamination that has occurred on-site.

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

None known.

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

No toxic or hazardous chemical storage or use is anticipated on-site.

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

No special emergency services beyond those typically required for residential development area needed.

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

No specific mitigation measures are proposed.

b. Noise

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

Existing traffic noise on Keene Road is discernible from the project site.

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

During the short term, construction equipment typical of grading, road building and home construction will be present on-site. In the long term, noises associated with residential neighborhoods, including traffic noise would be generated on-site.

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

During construction, equipment noise would be limited to normal working hours, as required under City code. Future residents of the site would be subject to City noise control regulations.

8. *Land and Shoreline Use* [\[help\]](#)

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

The entirety of the Phase I portion of the site is vacant. Twelve acres of the Phase II area contains a single family residence and a cherry orchard. There would be a 6 foot masonry wall built along the western boundary of the site.

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

None of the Phase I portion of the site has been used for agricultural purposes in recent history. Twelve acres of Phase II lands have been developed with a cherry orchard. No portion of either Phase I or Phase II areas have been designated as agricultural or forest lands of long-term commercial significance.

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

There are no working forest or farm lands in the vicinity of the site.

- c. Describe any structures on the site.

There are no structures on the Phase I site. There is a single family residence and storage building located on the eastern portion of the site in the center of the existing cherry orchard.

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

When Phase II is constructed, both the residence and storage building will be demolished.

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

Ag- Agricultural and Suburban Agricultural

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

Low Density Residential, Medium Density Residential and Multi-Family/Office within the Phase I area and Commercial and Multi-Family Office within the Phase II area.
(Refer to attached map.)

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

Not Applicable.

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

No.

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

At full occupancy of the Phase I project, there would be an estimated 230 people residing within the project.

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

No one would be displaced.

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

Not applicable.

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

The project will be developed in a manner consistent with the City's comprehensive plan, planned unit development and subdivision ordinances and a development agreement that the City has entered into with the property owner.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable.

9. *Housing* [\[help\]](#)

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

Nineteen single family residential lots and 89 townhome lots would be included in Phase I of the project. Units would fall in the mid to high income housing range.

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

No units would be eliminated in Phase I. Phase II would result in the removal of one single family residence.

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

No mitigation measures are proposed.

10. Aesthetics [\[help\]](#)

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

Townhomes would be a maximum of 40 feet in height; single family residences would be a maximum of 30 feet. Exterior building materials used include stucco, wood and metal.

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

Territorial views as experienced from adjacent properties would be altered.

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

The proposed townhomes are designed by a professional architect and would be attractive, modern buildings. Landscaped open spaces and street trees will help to ensure that the Terraces at Queensgate South is an attractive community. Additionally, a 6 foot masonry wall will be constructed along the western boundary of the project site.

11. Light and Glare [\[help\]](#)

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

Lighting typical of residential development including street lights will occur within the project. Street lighting would occur from dusk to dawn.

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

Properly designed lighting should not be a safety hazard, nor interfere with views.

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

No existing off-site sources of lighting are anticipated to impact the project.

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

Future development will comply with the City's adopted outdoor lighting standards.

12. Recreation [\[help\]](#)

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

The Keene Road trail corridor is located along the northern edge of the Keene Road right-of-way, which is located immediately across Keene Road from the project site. Additionally, Trailhead Community Park, Badger Mountain Community Park and Gala Park are all within walking distance of the site.

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

No existing recreational uses would be displaced.

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

The project will include open space tracts, and both pedestrian and bicycle paths. As housing units are constructed, the City will collect park mitigation fees to offset the increased demand to City recreational facilities created by the future residents of the project.

13. Historic and cultural preservation [\[help\]](#)

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

The existing single family residence located in the northeastern portion of the site was originally constructed in 1976.

- f. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any

material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

A Cultural Resource Survey Report was conducted in November, 2021. (See attached.) No cultural resources were identified in this report.

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

Refer to the attached Cultural Resource report.

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

The Cultural Resource Survey Report includes an Inadvertent Discovery Plan. (Refer to Exhibit B of the attached report.)

14. *Transportation* [\[help\]](#)

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

The site is adjacent to and south of Keene Road and north of adjacent to Shockley Road. Access to the development would be provided through an extension of Queensgate Drive that would cross the site from north to south. A third access point, Lariat Lane provides an access point along the western property boundary. The attached preliminary plat map shows specific street locations.

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

Keene Road, which is adjacent to the site is located along a transit route operated by Benton-Franklin Transit.

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

Phase I development would include a minimum of 2 outdoor and two garage parking spaces for each dwelling or 432 spaces total. No parking spaces would be eliminated.

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

The completed project will result in an extension of Queensgate Drive, a minor arterial road, built to City standards with multiple lanes, turn lanes, a roundabout, bicycle lanes and sidewalks. Initial phase I development will result in the northern portion of the Queensgate Drive extension built to rural standards. Other local streets within the project will be constructed to City standards. All streets within the project will be public streets.

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

No.

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

Phase I development is estimated to generate 844 average daily trips (as detailed in the attached Trip Generation Letter as prepared by John Manex, Traffic Engineer for PBS.

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

There are no agricultural or forest products produced in the area.

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

The project would result in the extension of Queensgate Drive across the site, which is an important arterial street connection called for in the City's Transportation Plan. In addition, as homes within the project are constructed, the City will collect a traffic impact fee to offset the transportation impacts created by the project.

15. Public Services [\[help\]](#)

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

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

The project will meet City street width and turn-around standards to ensure that City vehicles can access the project site for normal services such as garbage collection and emergency services such as ambulance service. Additionally, fire hydrant placement and building code requirements imposed on new construction will ensure that risk of fire is minimized within the project. Park and traffic impact fees, property taxes and sales taxes imposed on the project will provide funds for the demands placed on public services.

16. Utilities [\[help\]](#)

- a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system,
 other Irrigation water
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.
 Electrical service, water, sewer, garbage collection to be provided by the City of Richland; Irrigation water to be provided by the Kennewick Irrigation District; Natural gas to be provided by Cascade; Phone service to be provided by Verizon. Cable provided by Spectrum.

C. Signature [\[HELP\]](#)

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

Signature: Mallikarjuna Vallem
 Name of signer Mallikarjuna vallem
 Position and Agency/Organization Manager, Columbia Valley Property Holdings, LLC
 Date Submitted: 11/15/2022 Resubmitted 12/13/2022

Exhibit 11 - Agency & Public Comments

CITY OF RICHLAND PUBLIC WORKS ENGINEERING DEVELOPMENT COMMENTS

DATE: December 30, 2022

TO: MIKE STEVENS, PLANNING MANAGER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR
CARLO D'ALESSANDRO, TRANSPORTATION & DEVELOPMENT MANAGER
JOHN WHITTIER, CIVIL ENGINEER 1

PROJECT NAME: THE TERRACES AT QUEENSGATE SOUTH, PHASE 1 PUD (PUD2022-101)

PROJECT LOCATION: SOUTH OF KEENE ROAD, EAST OF COUNTRY RIDGE, NORTH OF
SHOCKLEY ROAD

The Public Works Engineering Division has reviewed the preliminary PUD plat received in this office on December 14, 2022 for the above referenced property and has the following conditions.

Pre-Plat Specific Conditions

1. The limits (boundary) of this phase are not clearly depicted on the pre-plat map and need to be. Please provide a clear border of Phase 1.
2. The preliminary plat is not showing any phase lines. Phasing is not required but if the project is to be phased during construction, phasing lines need to be shown on the pre-plat map.
3. If the existing city-owned storm pond at the Southwest corner of phase 1 is relocated and the intent is to purchase and develop that parcel, utilities and access should be extended to its border as part of the phase 1 improvements.

General Conditions:

4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically. Addendums are not allowed, all information shall be supplied in full size (and electronic) format. 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 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 final plat.
5. 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. 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.
6. 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. 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.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to final acceptance of the infrastructure. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final occupancy. 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.
 8. 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.
 9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
 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. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - C. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - D. 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.
 - E. The minimum centerline radius for local streets shall be 100-feet.
 - F. 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.
 - G. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - H. 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 comprehensive 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 (SEVA), it shall be included in the construction plan set and be designed to the following standards:

- A. 2-inches compacted gravel, minimum (temp. SEVAs only).
- B. Permanent SEVA's shall be paved with 2-inches of asphalt, minimum.
- C. 2% cross-slope, maximum.
- D. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- E. Be 20-feet in width.
- F. Have radii that are accommodating with those needed for City Fire apparatus.

Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept.

14. SURVEY MONUMENT DESTRUCTION:

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

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). (WAC 332-120-030(2) and 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 then 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 "Terraces at Queensgate South Ph.1" preliminary PUD plat is subject to the City's traffic impact fee program (RMC 12.03). Since this property is included within the traffic impact fee program, and since staff analysis indicates the project will create no unusual or unanticipated traffic impacts, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for construction of Queensgate Drive and improvements to the Queensgate/Keene intersection as allowed under RMC 12.03.
- 16. Queensgate Drive adjacent to the phase 1 boundary shall be completed to City standards at the time of development. A complete road section (including curb & gutter, street lighting & storm drainage on both sides, and sidewalk on the west side) shall be built concurrent with phase 1 from Shockley Road to the southern limits of the future roundabout at the intersection with "Lambert Drive". As a minimum requirement Queensgate Drive shall be constructed to the City's rural section standard from that point North to Keene Road. Queensgate Drive shall be widened to 3-lanes at the intersection with Keene Road. Alternatively, the developer may, with the approval of the Public Works Director, improve Queensgate Drive and the Keene Road / Queensgate Drive intersection to include some or all of its final design features.
- 17. The developer and their engineer shall ensure that appropriate right-of-way width is provided for a future roundabout on Queensgate Drive at "Lambert Drive", and also for the street width required for the future Queensgate build-out between "Lambert Drive" and Keene Road. The final design of

Queensgate Drive and the roundabout may require additional right-of-way beyond what is proposed on the preliminary plat.

18. Improvements to the traffic signal at Queensgate Drive and Keene Road shall be completed with the extension of Queensgate Drive south of Keene Road prior to final plat of phase 1. These improvements shall include necessary signal adjustments, lane configurations, and pedestrian facilities as required by the City Traffic Engineer.
19. The Queensgate Drive improvements shall be extended across the 30-foot wide Shockley utility corridor south of this parcel boundary, and be contiguous with the existing Queensgate curb & gutter. New sidewalk shall also be extended from the end of the existing sidewalk to this parcel. A driveway shall be provided to allow for access to the utility corridor that lies west of Queensgate.
20. Widening of existing Queensgate Drive south of Shockley Road, as directed by the Public Works Director, shall be completed to ensure appropriate vehicle and bike lane widths and alignment of the drive lanes at the Queensgate and Shockley intersection. This may involve installation of turn lanes as required by the Public Works Director.
21. "Lambert Drive" (an extension of Lariat Lane) shall be constructed as a city standard full-width local street from the western plat boundary to the western limits of the future roundabout at Queensgate Drive. It shall be constructed from that point as a rural section roadway to intersect with Queensgate Drive.
22. The "Lambert Drive" right-of-way can be narrowed to 54-feet, and does not have to be 60-feet wide as shown on sheet PP05.
23. Per city standard details, a 5-foot wide separated asphalt pedestrian pathway shall be provided adjacent to all rural section roadways.
24. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as a "Major Collector" street. Subsequently, no driveways accessing single family lots will be allowed directly onto it.
25. The intersections with Queensgate Drive proposed for phase 1 are acceptable as shown, but any future changes will be subject to approval by the City Engineer.
26. The centerline radius of "Lambert" Drive is depicted as 47-feet (Sheet PP05 of the pre-plat). This needs correction as per Richland Municipal Code the minimum centerline radius for a local street is 100-feet. Alternatively, the applicant can construct a city standard "Local Street Right Angle Intersection" at this curve.
27. The proposed 40-foot wide secondary emergency access (SEVA) easement between Lots 10 and 11 could be an extension of the roadway from the hammerhead turnaround to "Lambert" Drive. If the intent is for it to only be a SEVA, it can be reduced to 20-feet wide. Either way it shall be paved as it is a permanent feature.
28. Any roadways narrower than 32-feet shall have parking restricted on one side, and any roads narrower than 27-feet 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 construction plans and the final plat.
29. The 40-foot road corridor width shown on the preliminary plat at both ends of "Chelan Drive" implies a single-frontage street standard. If this is to be the case then parking shall only be allowed on the side of the street opposite from the home frontage.

30. City standard local streets are intended to support on-street parking. This development will create a demand for parking off of the developed lots, which could be alleviated if adequate parking is provided for on the City streets. Because of the density of the housing units and the number of proposed driveways there is a need to design available spaces for on-street parking. Driveway spacing and widths shall be designed to allow for a minimum of one on-street vehicle parking space per every two dwelling units.
31. The developer and their engineer shall demonstrate on the construction plans that all future driveway entrances, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide adequate separation between driveways and/or pedestrian ramp transitions; provided that the Public Works Director shall have discretion and authority to adopt and implement an updated design standard, authorizing curb modifications or combining depressed driveway access points for adjacent lots without a transition up to normal sidewalk in between so as to facilitate a final design that provides an adequate number of on-street parking spaces.
32. Adequate right-of-way shall be provided at street corners to allow for at least 1-foot of ROW behind the pedestrian ramp landings. Crosswalks between pedestrian ramps shall be designed to City standards. 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.
33. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. The “hammerheads” at either end of “Chelan Drive” shall be constructed to International Fire Code (IFC) requirements. This may require additional ROW or access easement to be dedicated.
34. Concrete sidewalks shall be installed around the entire perimeter of both hammerhead turnarounds.
35. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.
36. Sidewalks & pedestrian pathways shall be installed along all public right-of-way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, HOA tracts, etc.).
37. Show vision-clearance triangles 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.
38. 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:

39. The proposed preliminary plat is located within both the Tapteal 1 and 2 water pressure zones. The closest Tapteal 1 watermain is located in Keene Road to the North, and the closest Tapteal 2 main lies in Shockley Road to the South and Lariat Lane to the West. It shall be the responsibility of the developer to extend both water mains to and through this property to adequately serve domestic water to the correct pressure zones at the time of project construction. These water mains shall be sized to adequately supply domestic water and fire flows to the proposed developments.
40. The extension of both water pressure zones into this project will require looping. Looping of the water system provides redundancy, increases flow and helps to eliminate stagnant water.

41. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
42. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
43. A 10-foot wide exclusive water easement shall be provided for any water main that is outside of the public Right-of-Way.
44. The fire hydrant layout shall be approved by the City Fire Marshal.
45. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for the residential portion of this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

46. The closest sanitary sewer available for this development is located at in Keene Road to the North. It shall be the responsibility of the developer to extend a sewer main to and through this property to serve sanitary sewer to all parcels at the time of plat construction.
47. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
48. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat.

Storm Water:

49. 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.
50. The proposed storm drainage and grading of all commercially zoned areas within the proposed development shall be shown on the plans (most grading and drainage plans must be prepared by a licensed civil engineer). If site contains at least 1,000 sq.ft. of new asphalt, and/or contains 30% or

more impervious surfaces, storm drainage calculations from a licensed civil engineer are required. Stormwater shall be kept on-site (on the developing commercial property that generated it). Stormwater shall not be flowed onto adjacent properties, or to the public Right-of-Way, without first obtaining written permission.

51. For commercially zoned properties; the on-site storm drainage systems shall be designed 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". Calculations shall be stamped by a registered professional Civil Engineer. The applicant's design shall provide runoff protection to downstream property owners.
52. All public storm drainage collection 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.
53. 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.
54. 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").
55. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
56. 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.
57. The amount of post-development storm runoff from the proposed site shall be in compliance with RMC Chapter 16.06.
58. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
59. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
60. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and

install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site the developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.

61. 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 Requirements:

62. 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.
63. 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.
64. 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.
65. 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. They will also be required where the plat is adjacent to an existing right-of-way.
66. 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.
67. The final plat shall include notes identifying all common areas including any private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by the owners. The City of Richland accepts no maintenance responsibility for private roads*".

68. 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.*"
69. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
70. A one-foot "No access / screening easement" will be required along the Queensgate Drive Right of Way.
71. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
72. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.



**CITY OF RICHLAND
DEVELOPMENT SERVICES**

**625 Swift Blvd.
Richland, WA 99352**
Telephone (509) 942-7794
Fax (509) 942-7764

CI.RICHLAND.WA.US • 509-942-7390

DATE: December 28, 2022

TO: Mike Stevens, Planning Manager

REVIEW BY: Nichole Westphal, Permit Technician II

PROJECT NAME: PUD2022-101 – The Terraces at Queensgate South

1. The street labeled Lambert Dr. would be a continuation of Lariat Ln. per RMC 12.01.060(G)
2. Rainier Ln., Bing Ln., and Chelan Dr. are all duplicates of existing street names and as such are not acceptable street names.
3. Street names will be reviewed when construction drawings are submitted to the Public Works Department. When construction drawings are submitted, please include two (2) street name options for each of the new street segments and the City will review to determine acceptable street names.
4. The access easement serving lots 60-64 will need a street name.
5. The access easement serving lots 103-108 will need a street name.
6. If the City owned parcel #1-2298-300-0005-000 will ever be a building lot, the access easement serving lots 4, 18, and 19 will need a street name.
7. Addressing brackets [] are needed on all lots and tracts.



2015 South Ely Street
Kennewick, WA 99337
Customer Service 509-586-9111
Business 509-586-6012
FAX 509-586-7663
www.kid.org

January 4, 2023

Mike Stevens, Planning Manager
City of Richland – Development Services
625 Swift Blvd., MS-35
Richland, WA 99352

Subject: Review Comments for Planned Unit Development – Terraces at Queensgate South

Dear Mr. Stevens:

This letter provides Kennewick Irrigation District (KID) final review comments on Planned Unit Development No. PUD2022-101 submitted by Aqtera Engineering ("Applicant"¹). This letter supersedes the preliminary review comment letter dated December 21, 2022. The properties are generally located at 3680 Keene Road, Richland, WA 99352 in the Southwest Quarter of Section 22, Township 9 North, Range 28 East, W.M., Richland, Benton County, Washington, and includes the following parcels as they now exist in KID's systems:

- Portion of 122983000002001 (18.25 irrigable acres, 2.12 non-irrigable acres)
- Portion of 122983000002002 (3.65 irrigable acres, 1.40 non-irrigable acres)
- 122983000003002 (4.62 irrigable acres, 0.50 non-irrigable acres)
- Portion of 122983000004000 (5.47 irrigable acres, 0.14 non-irrigable acres)

The properties identified on the proposed preliminary plat are located within KID boundaries. The properties within this preliminary plat are classified as irrigable land and consist of 31.99 **irrigable** acres and 4.16 **non-irrigable** acres, for a total of 36.15 acres.

As a result of a recently completed Boundary Line Adjustment, the Assessor Parcel Numbers have changed and the property is now included in the following parcels. This change has not yet been processed by KID, or updated in KID's account system:

- 122983000002003
- 122983000002004
- 122983000003003
- 122983000011000

¹ Reference to the "Applicant" throughout this comment letter shall refer to the property owner and/or developer of the proposed plat.

Accordingly, KID provides the following comments to be included as required conditions of approval by the legislative authority under RCW 58.17.310(2):

- 1) The plat shall include the following irrigation easements consistent with KID requirements:
 - a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match irrigation system components, centered on an irrigation pipeline.
 - b. On all lots within the plat, dedicate to KID an irrigation easement 10 feet in width, or five (5) feet in width if adjacent to a utility easement, located along the road frontage of each lot. An irrigation easement may be included within the 'sidewalk and utility' easement if one is proposed, denoting the easement as a "Sidewalk, Utility, and Irrigation Easement."
- 2) The Applicant is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to KID upon completion, at the time of final plat.
 - a. KID Standard Specifications require a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a tract of land deeded to the KID. In addition, the KID Standard Specifications require a pump station facility be constructed and sized appropriately for this plat application.
 - i. The KID point of connection or irrigation water source for this development will be at the Badger East Canal, milepost 11.5 or 11.8. Please refer to the attached **Exhibit 'A'**.
 - b. **As an alternative** to a pond, pump station, and other "on-site" construction requirements per KID Standards Specifications, the Applicant and KID may mutually agree that it is in each of their best interests that other "off-site" improvements may be made to allow for the delivery of pressurized irrigation water to the plat. The other improvements would be proportionate and equal to the "on-site" requirements and may include:
 - i. Contributions made towards a regional pump facility.
 - ii. The installation of pipelines off site.
 - iii. Entering into a Voluntary Mitigation Agreement with KID.
- 3) Design of the required irrigation system must be approved by KID prior to installation. The Applicant is required to submit an irrigation plan designed by a professional engineer for review and approval by KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. In addition to compliance with condition 2 above, the plan must ensure all reasonable measures are taken to protect any easements, rights-of-way, and facilities. Please contact Daniel Tissell at 586-6012 for more information regarding this irrigation plan.

- 4) Completion of all the facilities, consistent with an irrigation plan approved by KID, is required prior to KID signature on the final plat.
 - a. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
 - b. For each phase of the plat, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any easements and rights-of-way. Such review and approval will be coordinated as part of City review and the final plat approval process.
 - c. KID must inspect any new irrigation system installations or modifications. The Applicant shall contact KID to schedule an inspection at least two business days in advance of the desired inspection date.
 - d. As an alternative to immediate construction prior to approval of the final plat, the Applicant may choose to delay installation of the irrigation system by entering into a facilities installation agreement with KID. The Applicant must still provide KID with an irrigation system design that conforms to the most recent addition of the KID standard specifications. This irrigation system may be bonded and delayed up to five years. The facility installation agreement charge is \$350.00. The Applicant must establish an approved bonding mechanism with KID in an amount approved by KID.

Finally, KID requests the following additional conditions of final plat approval:

- 5) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.
- 6) Prior to approval of the first phase, the USBR construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid. According to KID records, the subject property is the only property owned by the property owner at this time within KID boundaries.
 - a. The current construction loan payoff rates provided by the USBR is \$13.20/acre. The total construction loan payoff amount for this project is **\$477.18**.
- 7) The review and inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
 - a. A Preliminary Plat review fee of **\$825.00** which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
 - b. For each phase an inspection fee of **\$350** for the first 20 lots/tracts plus \$25 per lot/tract after 20 lots/tracts.
 - c. Final plat review fee for each phase of **\$225.00**.

- 8) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the plat is subdivided or developed, KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.
- 9) In order to receive KID irrigation water delivery, a water master (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Homeowners Association (or similar organization) officers or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, then an election method similar to the attached document is required.
- 10) Prior to approval of each phase, an electronic file (AutoCAD 2018 format or later) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.
- 11) Please include the following irrigation title block on future final plats related to the proposed preliminary plat:
 - a. I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE KENNEWICK IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS FINAL PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.
- 12) All subdivisions of land are required to be approved by the KID Board of Directors during a KID board meeting. KID board meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final approval. The submittal for final approval must be received by KID a minimum of two weeks prior to a regularly scheduled board meeting to be considered at that meeting.

KID reserves the following rights regarding future review of the plat:

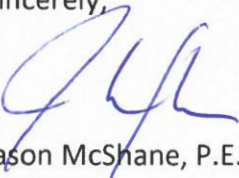
- 13) KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Applicant prior to final plat approval. The scope of these reviews will be limited to phases that are adjacent to the District's ROW. KID review of construction plans will be consistent with the City's plan review timelines.
- 14) KID reserves the right to review and comment on the Applicant's plat line revisions for potential additional revisions to protect KID system components for phases that are adjacent to KID's easements or ROW.

15) KID reserves the right to review and comment on the Applicant's covenants, conditions, and restrictions to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.

16) KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).

Please provide notice to KID of any public meeting or hearing where this project will be an agenda item. If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,



Jason McShane, P.E.
Engineering/Operations Manager

Enc: Sample Water Master Information
Exhibit 'A'-Irrigation Service Point of Connection

cc: LB\correspondence\File: [22-9-28]
Applicant – ATTN: Caleb Stromstad, Aqtera Engineering, 2705 Saint Andrews Loop, Suite C, Pasco, WA 99301

Sample Watermaster Election Process

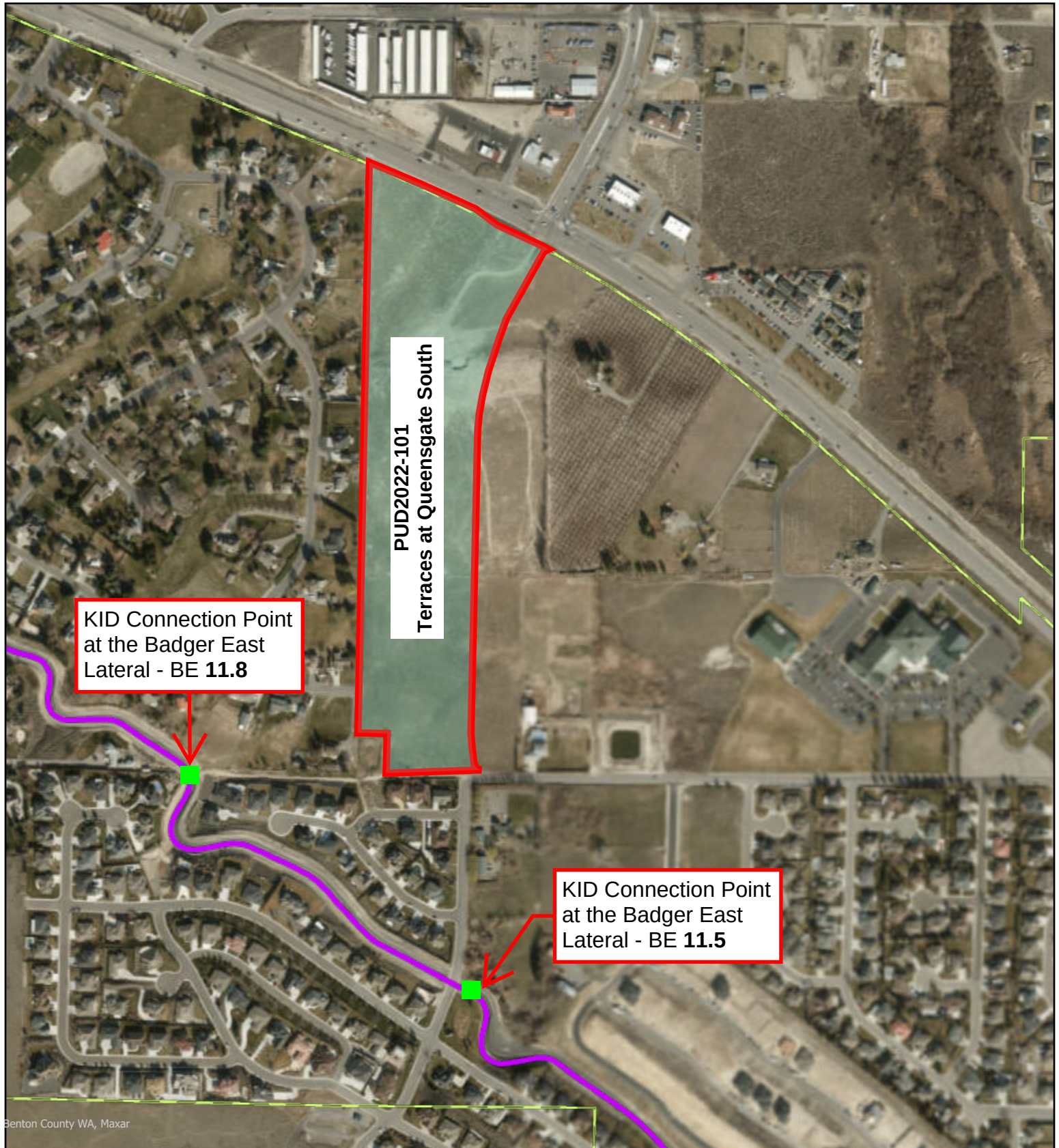
That the Water Users are deemed to agree as a condition of water delivery as follows::

- i. The LID participants will elect a Watermaster from among themselves, as follows:
 - a. Election of First Watermaster. The first Watermaster shall be elected prior to April 1, 2011, and shall be elected as described in paragraph d. below.
 - b. Resignation of Watermaster. If the Watermaster resigns, the parties shall meet at a place and time designated by the resigning Watermaster in a written notice and elect a new Watermaster, or if the Watermaster does not designate a time and a place for such a meeting, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.
 - c. Death or Incapacity of Watermaster. If the Watermaster dies or becomes incapacitated, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.
 - d. Elections and Replacement of Watermaster. The Watermaster shall be assigned by the elected members of the Royal Ann Estates Homeowner Association Board of Directors. If the Homeowner's Association defaults or stops functioning, the Watermaster shall be elected by and may be replaced by a sixty percent (60%) majority of the Water Users participating in the LID at an election called for by a majority of the properties that are subject hereto. Each property shall have one (1) vote. If more than one person owns a property, the owners of the property shall designate in writing the person who shall have the right to vote for that property. If the owners of the property cannot agree on the person who shall vote for the property, that property shall have no vote in the election. The owners' properties which are calling for an election or replacement of a new Watermaster shall give or cause the other parties to be given a written notice stating the place and time of the election. Any notice required under this paragraph, which notice shall be mailed by U.S. Mail as certified mail to the common address identified above for the property not more than thirty days and not less than ten days

prior to the election. Any election held hereunder shall be held in Benton County, Washington, between 6:00 p.m. and 9:00 p.m.

- ii. Powers and Duties of Watermaster. The Watermaster shall have the power and it shall be his or her duty to take all actions reasonably necessary to fulfill the purposes of this agreement, including but not limited to:
 - a. Provide a primary point of contact for KID to communicate system problems, outages, schedules, drought mitigation measures, etc.
 - b. Assist KID in providing the LID participants information regarding system problems, outages, water schedules, drought mitigation measures, etc.
- iii. Qualified Immunity of Watermaster from Liability. The Watermaster shall not be liable for any damages caused to the parcels or persons subject hereto so long as the Watermaster acts in good faith.
- iv. No water delivery unless a Watermaster is performing duties. If at any time a Watermaster no longer is performing his/her duties, as outlined above, for more than 30 days, KID will stop water delivery to the participants of the LID until a new Watermaster has been elected.
- v. Alternate Watermaster. An alternate Watermaster may be elected in the same manner as described above for the Watermaster. This alternate Watermaster can function as Watermaster for a limited time, not to exceed 60 days, in case of the elected Watermaster being unavailable.

EXHIBIT A



0 0.13 0.25 0.5
mi



Kennewick Irrigation District does not warrant, guarantee, or accept any liability for accuracy, precision, or completeness of any information shown hereon or for any inferences made there from. Any use made of this information is solely at the risk of the user and is prepared for presentation purposes only.





STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Central Region Office
1250 West Alder St., Union Gap, WA 98903-0009 • 509-575-2490

December 23, 2022

Mike Stevens
City of Richland
PO Box 190
Richland, WA 99352

Re: 202206156, PUD2022-101 & EA2022-122

Dear Mike Stevens:

Thank you for the opportunity to comment during the Optional Determination of Non-Significance process for The Terraces at Queensgate project. We have reviewed the documents and have the following comments.

WATER RESOURCES

If you plan to use water for dust suppression at your project site, be sure that you have a legal right. In Washington State, prospective water users must obtain authorization from the Department of Ecology before diverting surface water or withdrawing ground water, with one exception. Ground water withdrawals of up to 5,000 gallons per day used for single or group domestic supply, up to 5,000 gallons per day used for industrial purposes, stock watering, and for the irrigation of up to one-half acre of non-commercial lawn and garden are exempt from the permitting process. Water use under the RCW 90.44.050 exemption establishes a water right that is subject to the same privileges, restrictions, laws, and regulations as a water right permit or certificate obtained directly from Ecology. Temporary permits may be obtainable in a short time-period. The concern of Water Resources is for existing water rights. In some instances, water may need to be obtained from a different area and hauled in or from an existing water right holder. If you have any questions or would like to respond to these Water Resources comments, please contact Christopher Kossik at (509) 379-1826 or email christopher.kossik@ecy.wa.gov.

Sincerely,

Tricia Sawyer

Tricia Sawyer on behalf of Lucila Cornejo, SEPA Coordinator
Central Regional Office
(509)575-2490
crosepacoordinator@ecy.wa.gov



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

December 28, 2022

Mike Stevens
Planning Manager
City of Richland
625 Swift Blvd., MS-35
Richland, WA 99352

In future correspondence please refer to:
Project Tracking Code: 2021-10-06966
Property: Queensgate Development Project
Re: Concur with Survey

Dear Mike Stevens:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance with Washington State law. Should additional information become available, our assessment may be revised.

We concur with the results and recommendations made in the survey report. Specifically, as no archaeological resources were found during the survey, we do not recommend further archaeological supervision of the project. However, we ask that an Inadvertent Discovery Plan (IDP) be included as part of the construction permit.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP project Tracking Number is attached to any future communications about this project.

Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Local Government Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

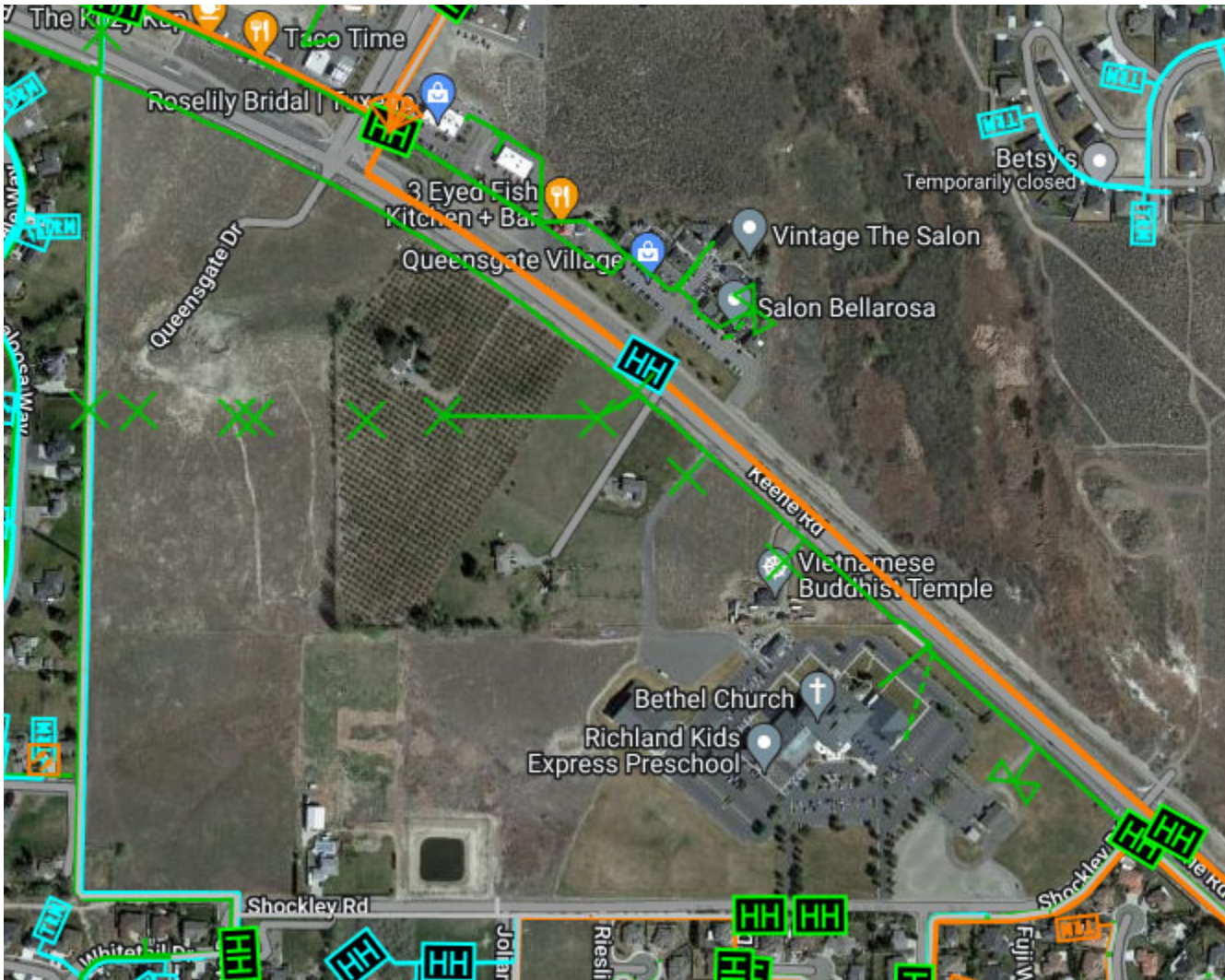


Stevens, Mike

From: Cichy, Katherine <katherine.cichy@ziply.com>
Sent: Friday, December 16, 2022 12:18 PM
To: Stevens, Mike
Subject: RE: PUD 2022-101 The Terraces at Queensgate

Mike,

Ziply has some aerial cable on parcel 122983000001009 (see picture below) We also have underground service on the west side of the whole proposed property and south side of Keene Rd.



Thank you,

Katherine Cichy
OSP Engineer
509-410-5035



From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>

Sent: Wednesday, December 14, 2022 1:26 PM

To: Acevedo, Mizaël <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Cichy, Katherine <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjdeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Tovey, Michael <michael.tovey@ziply.com>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Sean Domagalski <seand@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyutyunnik, Ruvim <rtutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; William Simpson <william.simpson@commerce.wa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

Subject: PUD 2022-101 The Terraces at Queensgate

WARNING: External email. Please verify sender before opening attachments or clicking on links.

Attention:

The City of Richland is hereby informing you that Aqtera Engineering, applicant, on behalf of Columbia Valley Property Holdings, LLC, owner, have filed an application for the proposed development commonly referred to as The Terraces at Queensgate South.

The proposal is to create a Planned Unit Development (PUD) that includes 19 single family lots, 89 townhome lots and 5 open space tracts along with associated infrastructure and street network. The project site is located upon Assessor's Parcel Nos. 122983000002004 and 122983000003003 and is generally located south of and adjacent to Keene Road, north of and adjacent to Shockley Road and east of the plat of Country Ridge.

The Richland Hearings Examiner will conduct a public hearing and review of the application at 6:00 p.m., Monday, January 9, 2023 in the Richland City Hall Council Chambers, 625 Swift Boulevard.

The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts and expects to issue a determination of non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed development.

Application materials can be found at: <https://www.ci.richland.wa.us/home/showpublisheddocument/14281> (Unable to attach to email due to file size).

Please review and submit any comments your agency may have by 5:00 PM, Friday, December 30, 2022.

Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

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Stevens, Mike

From: Acevedo, Mizael
Sent: Tuesday, December 20, 2022 2:29 PM
To: Stevens, Mike
Cc: Buechler, Ken
Subject: RE: PUD 2022-101 The Terraces at Queensgate

Mike,

At this time, this is the only comment I have.

Prior to development of individual lot(s), a grading permit and/or geotechnical investigation may be required; investigations shall be performed in accordance with IBC Section 1803.

FYI: I can't recall if the proposed townhome buildings containing more than 4-units will have an automatic fire sprinkler system, but it is a general requirement per IRC Section 313.1 Exception #2 and would need to be addressed on future building applications.

Best regards,

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Wednesday, December 14, 2022 1:26 PM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Ashley Garza <agarza3605@gmail.com>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Clark Posey <clark.posey@co.benton.wa.us>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Damrell, Kevin <kdamrell@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Doan, Charles <cdoan@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Gwen Clear <gcle461@ecy.wa.gov>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Jason McShane <jmcsbane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; M. Deklyne <mjddeklyne@bpa.gov>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; Robin Priddy <robin.priddy@bentoncleanair.org>; Sarah Gates <s.gates@bces.wa.gov>; Schiessl, Joe

<JSchiessl@CI.RICHLAND.WA.US>; Sean Domagalski <seand@bfhd.wa.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Tyutyunnik, Ruvim <rtyutyunnik@CI.RICHLAND.WA.US>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; William Simpson <william.simpson@commerce.wa.gov>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

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Thank you,



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
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December 28, 2022

Mike Stevens, Planning Manager
City of Richland
625 Swift Boulevard, MS #35
Richland, WA 99352

sent via email only: mstevens@ci.richland.wa.us

RE: The Terraces at Queensgate South
Hearing Date: January 9, 2023

Dear Mr. Stevens,

Country Ridge HOA has the following objections to the Planned Unit Development (PUD) Application submitted by Aqtera Engineering, on behalf of Columbia Valley Property Holdings, LLC's, (hereinafter "The Developer"). By way of background, in August of 2010, Country Ridge Homeowners Association, The City of Richland, and the Developer's predecessors in interest entered into a Settlement Agreement recorded under Benton County Auditor's No. 2010-024274 that attached to and ran with land. Also, in August 2010 a Development Agreement was entered into by the City of Richland and the Developer's predecessors in interest, recorded under Benton County Auditor's No. 2010-024273, city contract No. 92-10. In 2022, said Development Agreement was amended under City Ordinance No. 2022-03.

1. Country Ridge HOA objects to the Developer's requests for reduced front and rear setbacks for the R1-12 single family homes to be constructed along the western boundary of the project site and abutting Country Ridge HOA. Current R1-12 zoning requires 25' rear setbacks and 20' front setbacks. The Developer is requesting 15' front and 15' rear setbacks. Pursuant to the Settlement Agreement and the Development Agreement, Country Ridge HOA is entitled to a residential buffer of two tiers of single-family residential lots separated by a road corridor. The reduction in setbacks shrinks this residential buffer. The lot depth in the requested application for the single-family homes is 75', which means that with the requested 15' setbacks this leaves 45' depth to build the single-family homes. Country Ridge HOA requests that the City require the Developer to abide by the R1-12 setbacks as codified in Richland Code. With the same footprint for construction of the homes, the residential buffer along Country Ridge would then be 234' before the townhomes, i.e. 25' rear setback + 45' single family home + 20' front setback x2 rows + 54' road corridor. Country Ridge HOA feels that a 234' residential buffer should be the minimum required distance between it and any commercial or medium density zoning.
2. The Settlement Agreement and Development Agreement require the developer to construct a solid masonry wall along the entire border of the Country Ridge development between Keene Road and Shockley Road. To adequately protect from noise, sight, and light, Country Ridge requests that said masonry wall be 8' in height and be completed prior to building any residential structures.
3. To protect Country Ridge HOA homes from sight obstructions and to avoid neighbors peering into Country Ridge HOA back yards, Country Ridge HOA requests that the homes within the residential buffer be limited to single story homes.



4. Country Ridge HOA, requests that the Developer be required to stub sewer and natural gas lines (if applicable) at the western boundary of the project site where the future Lambert Dr. connects to the existing Lariat Ln.
5. As referenced above the Developer is obligated to provide a residential buffer along the boundary with Country Ridge. Under the proposed PUD application, the Developer has asked for approval to place stormwater catch ponds in the northwest corner of the project sight in lieu of the anticipated single-family homes separated by a road corridor. The Developer is also reducing the width of the 'residential buffer' in that area to 175'. Country Ridge requests that the city mandate that the width of residential buffer be consistent along the Country Ridge Boundary at 232'. Country Ridge HOA does not object to the location of these catch ponds within the residential buffer, but requests that its property and the Country Ridge HOA homes be adequately screened from noise, light, and the unseemly views of the anticipated commercial development in Phase II. Therefore, Country Ridge HOA requests that the Developer be required to install landscaping along the western boundary of the property (east of the masonry wall) surrounding the stormwater ponds to provide dense screening from headlights, noise, and unseemly views. In addition, The Developer should be required to construct and install irrigation to ensure the long-term existence and maintenance of the required landscaping. The trees and shrubs to be installed should be of a size necessary to immediately and adequately screen Country Ridge HOA houses without having to wait for said landscaping to grow to mature size. Landscaping should be completed as soon as possible, but not later than by the City of Richland's approval of Phase II. Finally, while the Developer owns any lots within the project site, it should be required to replace any dead or dying landscaping and to add additional trees or shrubs to ensure adequate screening.
6. The Developer is also seeking approval to place a commercial truck access road within the residential buffer connecting to Keene Road to the future commercial development in Phase II. If the city approves said access road, Country Ridge HOA requests that the Developer be required to install an eight-foot masonry wall along the western side of said commercial/truck entrance off of Keene in order to shield HOA houses from truck noise and lights as they exit and traverse through the residential buffer.
7. Finally, Country Ridge HOA requests that the Developer be required to maintain the landscaping and fencing in good condition while the Developer owns any lots within the project site and to form one or more homeowners' associations, with not less than 89 units, that will take over said maintenance obligations and to maintain all common areas on the project site after the Developer no longer owns lots with the project site.

Sincerely,

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

Max Schneider, President
Country Ridge HOA

Stevens, Mike

From: whalehome@charter.net
Sent: Wednesday, December 28, 2022 3:20 PM
To: Stevens, Mike
Subject: FW: PUBLIC CONCERN - THE TERRACES AT QUEENSGATE SOUTH

From: whalehome@charter.net
To: "mstevens2@ci.richland.wa.us"
Cc:
Sent: Wednesday December 28 2022 5:17:20PM
Subject: PUBLIC CONCERN - THE TERRACES AT QUEENSGATE SOUTH

Mr. Mike Stevens
Planning Manager
City of Richland

We are writing again to express our concerns regarding another proposed housing development impacting our area. Our greatest concerns are safety and environmental impacts that come with over 108 new dwellings. Please allow adequate time for a thorough environmental review as well as a safety review to determine potential harm to public safety. Also allow adequate time for public review and comment. A NLT date of 12/28/22 for inclusion in the staff report for 01/09/23 hearing was not reasonable.

Respectfully,
James and Margo Qualheim
2507 Palomino Court
Richland, WA

December 26th, 2022

Mr. Mike Stevens,

Planning Manager,

625 Swift Boulevard, MS-35, Richland, WA 99352.

mstevens@ci.richland.wa.us.

RE: Comments on The Terraces at Queensgate South Development Plan application

Dear Mr. Stevens,

I am a resident of the Country Ridge neighborhood on the east side, my house is directly bordering this new development. While the developer is seeking approval for Phase I of the development, it is almost impossible to separate Phase I from Phase II to understand how this development will impact current residences. As most of the south Richland residences nearby this new development, I will be negatively impacted by this new development for the following reasons:

Negative Impact Converting Quiet (country style life) South Richland neighborhoods into a noisy downtown style with very high density residential buildings and large scale commercial developments

- a. As described in the developer application, the two phases of this development will result in *"19 large single family lots, 260 townhome units, a grocery, pharmacy, four two, story commercial buildings and a hotel"*, which will clearly negatively impact Quiet South Richland neighborhoods adjacent to this development converting it into a new downtown with associated noise, pollution, view blockage with large building blocks, traffic congestions, crime rate increase and consequently reduced property values.
- b. The proposed 89 townhomes in Phase 1, are as small as 1,525 sq. ft., this will be the highest residential density in this area, in the developer application, page 7, there is a table that shows the highest density is 3 housed per acre in south Richland neighborhood. To accommodate all these tiny townhomes, the developer is proposing 3 story design with a height up to 40 feet, blocking any view from the current adjacent residences. The townhomes should not be more than 2-story building.
- c. These tiny townhouses have no green areas, only 2.88 acres as 5 open space tracts will be shared between 89 families, assuming 4 members per family in average, that means almost 360 residences are sharing less than 3 acres of green area.

- d. The large scale commercial development proposed by the developer will convert the life of current residences into a nightmare similar to the commercial hub in Duportail Street with the daily traffic accidents, crowdedness, pollution and noise that by no means suitable for residential areas. There is no justification for such large scale commercial development given that there is already a commercial hub nearby that is far from residential areas with many land lots are still available for commercial development. This will be the largest commercial development on this side of Keene Rd all the way from West Richland to Gage Blvd.
- e. The proposed Grocery and Pharmacy shown as the 1-story retail building will be almost in the backyard of the houses in the East side of Country Ridge neighborhood with daily truck loading and unloading, large volume of cars entering and leaving the large parking lot with significant amount of night light pollution with the associated privacy invasion that will make it impossible for the residences on this side to open any window or enjoy their backyard. There is no need for such stores in this area given that there 4 different grocery stores within few miles. There is no other place in the City of Richland where grocery stores are built in the middle of residential neighborhoods.
- f. Any commercial development should be a small scale residential friendly similar to Queensgate Village on the other side of the Keen Rd in front of this project.

Negative Traffic Impact on Country Ridge Residences Streets:

- a. With the proposed very high density residential townhomes and large scale commercial developments, it is very likely the proposed Roundabout at Queensgate extension will be congested and drivers will be looking for other short cuts, driving into the proposed Lambert Drive, into Lariat Lan, into lower Appaloosa way, into Saddle way. Residences in East Country Ridge will be double impacted with the Traffic in Lambert Drive near their backyard which will show up again in their front yard either on lower Appaloosa Way or Saddle way.
- b. The proposed roundabout is so near to Keen Rd, which will result in cars packing up in Keen Rd, trying to make a right turn into this new development with a congested Roundabout, consequently it will be more difficult for Country Ridge residence to make right turn from Country Ridge Rd into Keen Rd.

Violation of the August 24th, 2010 Settlement Agreement:

The proposed development plan violates the 2010 Settlement Agreement between City of Richland, Land Owners, Mr. Richard Foreman and Country Ridge Home Owner association as follows:

Phase 1 Violations of the 2010 Settlement Agreement:

1-The single family homes are violating R-1-12 requirements as the developer states in page 12 of the application (5 feet reduction in the rear backyard, reduction in the front yard set back), while the developer call these as two minor setback, it is clearly code violation.

2-Proposing side entry garage should not be allowed, as that will negatively impact Country Ridge residences in terms of car noise and pollution, as the driveway will be almost in their back yard.

3-The proposed town homes is not considered "medium density" as stated in section 2.2. in the Settlement, as it is proposed with 3 story, 40 feet height. These will be the highest residential building in this area of Richland.

Phase 2 Violations of the 2010 Settlement Agreement:

1-The developers is proposing a grocery and a pharmacy as commercial property East of Queensgate in more than 3 acres, this violates section 2.2 that states:

"Commercial Property west of Queensgate :2.75 acres"

"Office : 2.93 acres"

2-The proposed commercial development violates section 2.4/D that states:

The city will ensure the use of sight and sound buffers or transitions
in zones non-combatable land use

No such buffer is proposed between the proposed grocery/pharmacy and Country Ridge houses, just drainage ponds.

Violation of the Development Agreement between the City of Richland and the previous landowners:

Phase 1 violations of Development Agreement:

- The proposed Lambert Drive design violates section 10-j that requires traffic calming measure, as no such measures are proposed.

Phase 2 violations of Development Agreement:

- Section 10-e, set restrictions on light, height, and the location of truck loading and unloading,

The proposed grocery and pharmacy on the east side of Queensgate violates this term with no adequate buffer proposed, just a pond that will not prevent the noise, light or truck loading and unloading.

- the developer is proposing an entry from Keen Rd to the proposed Retail east of the Queensgate, which will negatively impact the houses on east side of Country Ridge neighborhood. This entry violates section 10-f

I strongly urge Richland city staff and the Examiner to reject the developers plan until all the issues above are resolved.

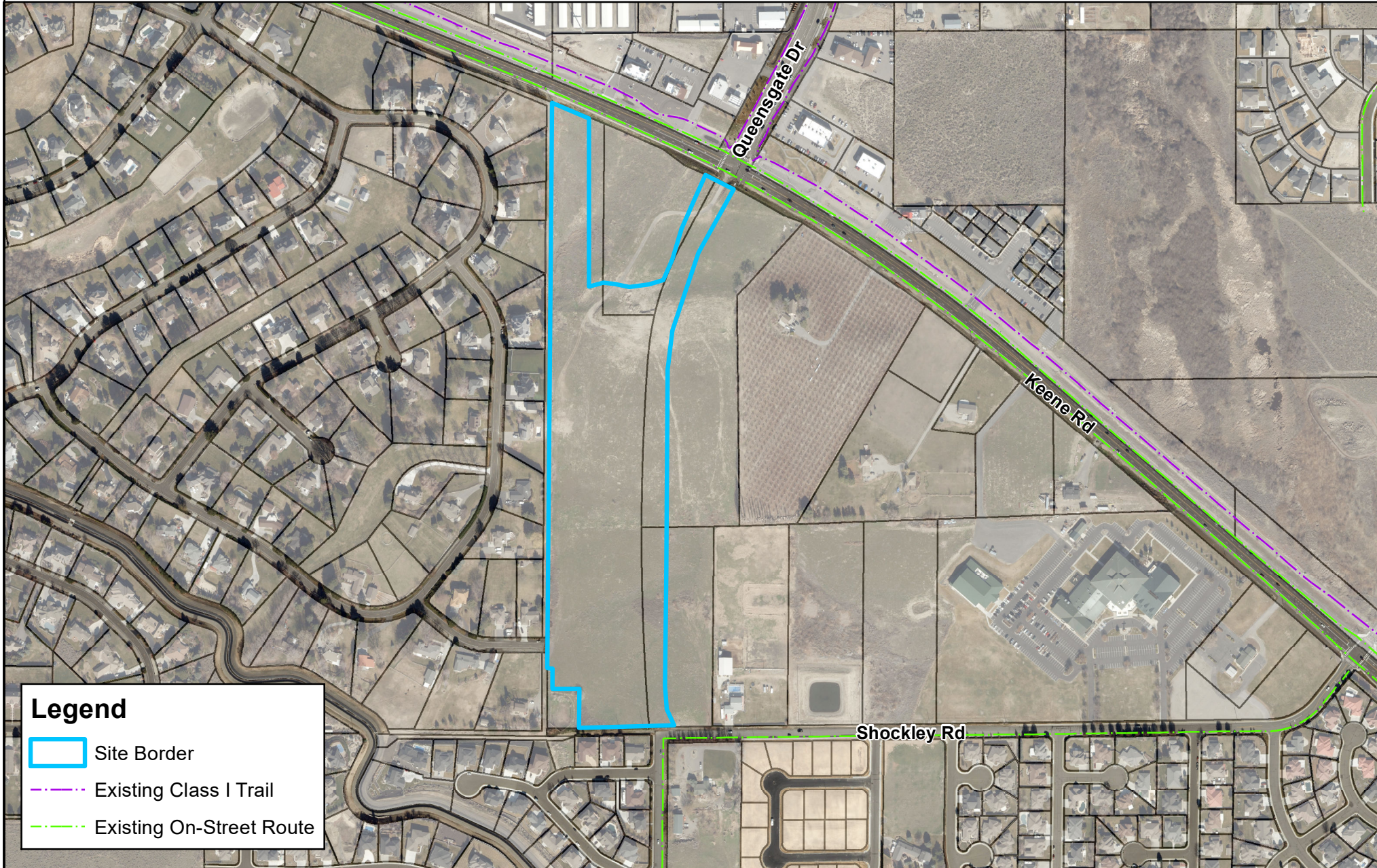
Sincerely,
Nader Samaan, PhD, PE
1114 Appaloosa Way
Richland, WA

Vicinity Map

Item: The Terraces at Queensgate South
Applicant: Aqtera Engineering
File #: PUD2022-101



0 250 500 1,000 Feet



Legend

-  Site Border
-  Existing Class I Trail
-  Existing On-Street Route