



Agenda
City Council Regular Meeting
Tuesday, February 2, 2016
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 7:00 p.m. (Discussion Only – Annex Building)

Agenda Item:

- I. Discuss Meeting Agenda Items (15 minutes)
 - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

2. New Hire/Retirements (5 minutes)
 - Allison Jubb, Human Resources Director
3. The For Inspiration and Recognition of Science and Technology (FIRST) Lego Team, Entitled "The Munchkin Mechanics," Presents the "Plastic Bag Alternatives and Recycling" (5 minutes)
 - Jason McDermott, Team Coach
4. Presentation of the 2014 Comprehensive Annual Financial Report (CAFR) Award (5 minutes)
 - Brandon Allen, Finance Director

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

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

Minutes:

5. Approve the Council Meeting Minutes Held January 19, 22 and 26, 2016
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

6. Ordinance No. 03-16, Amending RMC Title 3: Finance, Relating to Utility Low-Income Program
 - Brandon Allen, Finance Director

Ordinances - Second Reading/Passage:

7. Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way
 - Pete Rogalsky, Public Works Director

8. Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way
- Pete Rogalsky, Public Works Director
9. Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

10. Resolution No. 12-16, Approving the Preliminary Plat of West Village
- Rick Simon, Development Services Manager
11. Resolution No. 28-16, Authorizing Purchase and Sale Agreement with Charlene Saiz for the Purchase of Duportail Street Reconstruction Project Right-of-Way
- Pete Rogalsky, Public Works Director
12. Resolution No. 29-16, Authorizing Purchase and Sale Agreement with Yuksel, Inc. for Duportail Bridge Right-of-Way
- Pete Rogalsky, Public Works Director
13. Resolution No. 30-16, Authorizing Interlocal Agreement for Automatic Aid Response
- Tom Huntington, Fire and Emergency Services Director
14. Resolution No. 31-16, Accepting a \$121,375 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO
- Phil Pinard, Planning and Capital Projects Manager
15. Resolution No. 34-16, Authorizing an Agreement with Parametrix, Inc. for Landfill Environmental Monitoring, Sampling and Reporting Services
- Pete Rogalsky, Public Works Director
16. Resolution No. 36-16, Authorizing an Agreement with Parametrix, Inc. for Assessment Monitoring Work Plan Preparation and Implementation
- Pete Rogalsky, Public Works Director
17. Resolution No. 37-16, Supporting Retention of the Benton-Franklin Bi-County Judicial District
- Heather Kintzley, City Attorney

Expenditures - Approval:

18. Expenditures from January 11, 2016 - January 22, 2016 for \$6,356,541.28 including Check Nos. 230512-230934, Wire Nos. 6079-6086, Payroll Check Nos. 101256-101268, and Payroll Wire/ACH Nos. 9289-9308
- Cathleen Koch, Administrative Services Director

Items of Business:

19. Resolution No. 19-16, Approving the City Council Assignments for 2016-2017
- Sandra Kent, Councilmember

Reports and Comments:

1. City Manager

2. City Council

3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (15 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Presentations

Key Element:

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

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

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

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Presentations

Key Element:

Subject:

The For Inspiration and Recognition of Science and Technology (FIRST) Lego Team, Entitled "The Munchkin Mechanics," Presents the "Plastic Bag Alternatives and Recycling" (5 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

The presentation will be from the FIRST Lego League Team entitled, "The Munchkin Mechanics." FIRST stands for For Inspiration and Recognition of Science and Technology.

FIRST LEGO League (<http://firstlegoleague.org>) is a yearly competition in which teams of kids ages 9-14 design, build, and program a LEGO robot to accomplish a series of tasks and complete a project. The project is selected based on the theme for the year and this year's theme was "Trash Trek".

The Munchkin Mechanics have chosen to investigate options for encouraging people both use fewer plastic grocery bags and to recycle those that they do use.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Presentation of the 2014 Comprehensive Annual Financial Report (CAFR) Award (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

A board member from the Washington Finance Officers Associations (WFOA), Dan Legard, will be in attendance to formally present the 2014 CAFR Award to the City of Richland.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Council Meeting Minutes Held January 19, 22 and 26, 2016

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the minutes of the Council meeting(s) held on January 19, 22 and 26, 2016

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 1-19-16 Council Mtg Minutes
2. Draft 1-22-16 Council Mtg Minutes
3. Draft 1-26-16 Council Mtg Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, February 19, 2016

Draft

Pre-Meeting:

Mayor Pro Tem Christensen called the pre-meeting discussion to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

Mayor Pro Tem Christensen, Councilmembers Anderson, Kent and Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley and Deputy City Clerk Barham.

Discussion of Meeting Agenda Items:

Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

They also briefly discussed the proposed Council assignments for 2016-2017, as well as two citizens' requests; one regarding a proposed zoning change in West Richland adjacent to private property located in Richland and the other regarding the public forum related to the draft Waterfront 2040 Master Plan.

Regular Meeting:

Mayor Pro Tem Christensen called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call:

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

Mayor Pro Tem Christensen, Councilmembers Anderson, Kent and Luzzo Gilmour were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Administrative Services Director Koch, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl Police Services Director Skinner, and Deputy City Clerk Barham.

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO EXCUSE MAYOR THOMPSON AND COUNCILMEMBERS LEMLEY AND ROSE. THE MOTION CARRIED 4-0.

Pledge of Allegiance:

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

Approval of Agenda:

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 4-0.

Presentations:

1. New Hire
 - Jon Amundson, Assistant City Manager

Mr. Amundson introduced Holly Logan, the new Marketing and Communications Manager for the City.

2. Benton County Moderate Risk Waste Planning Update - Resolution No. 13-16, Benton County Solid Waste Interlocal Agreement (5 minutes)
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky introduced Grant DeJongh, Program Coordinator from Benton County's Solid Waste Division.

Mr. DeJongh provided a brief update regarding status of a new location for the Benton County Moderate Risk Waste facility for the household and moderate risk hazardous. The County awaiting a proposal from HDR Engineering, Inc. for the facility. Benton County anticipates the facility may open in early 2017. They will continue with bi-annual collection events, as they have done since the facility located at the Richland Landfill burnt down in 2010, until the new facility is completed.

3. CityView Videos: 1) Richland Public Library Makerspace and 2) Growth Management Act Governor's Award
 - Joe Schiessl, Parks and Public Facilities Director
 - Kerwin Jensen, Community Development Director

Mr. Schiessl introduced one of the 2016 Capital Improvement Plan projects – Makerspace hosted within the Richland Library.

Makerspaces are places for people to experiment, invent, innovate, and build items and could be compared to workshop areas in OMSI or the Pacific Science Center. Washington State University at Tri-Cities, the Port of Kennewick, Port of Benton, Pacific Northwest National Laboratory, Benton-Franklin Council of Governments, STEM consortium, a local private technology co-working facility (FUSE), and Richland Public Library are working together on a regional effort. The facility in the Library will be consistent with its culture and will be "quiet, dry and clean."

Mr. Jensen introduced the Washington State Governor's Smart Community Award.

In 2009, the Tri-Cities area, including the Cities of Pasco, Kennewick and Richland, as well as Benton and Franklin Counties received the Governor's Smart Community Award for the completion of the Sacajawea Trail project. This year, in recognition of 25 years planning under the Growth Management Act, the Tri-Cities area governments received a special award as the Sacajawea Trail project was considered the best of all the past Smart Community Awards.

Public Hearing:

Deputy City Clerk Barham read the Public Hearing and Public Comments Procedures.

1. 2016 Budget Amendment for Charter Communications Franchise – Ordinance No. 08-16
 - Jon Amundson, Assistant City Manager

Mr. Amundson stated the public hearing is related to two items on the consent calendar for Council's consideration, one is an extension to the Falcon Video Communications L.P., locally known as Charter Communications franchise and the second is a budget amendment requesting an additional \$12,000 for negotiations related to the franchise.

Mayor Pro Tem Christensen opened the public hearing at 7:49 p.m. and closed at 7:50 p.m. as no one spoke to this issue

2. Proposed Vacation of a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way – Ordinance No. 04-16
 - Pete Rogalsky, Public Works Director

Mr. Rogalsky stated that the public hearing is to receive comments on the proposed vacation of an underlying, duplicate right-of-way on a portion of Sky Meadows Avenue and Greenview Drive. Council adopted Resolution No. 203-15 at their December 15, 2015, regular Council meeting, setting the public hearing date for January 19, 2016. Notices were posted on site and at City Hall, Richland Public Library, and the Community Center on December 28, 2015. Notice was also provided by letter to the adjacent property owner. Notifications meet the 20-day minimum requirement in accordance with RCW Chapter 35.79.

Mayor Pro Tem Christensen opened the public hearing at 7:51 p.m. and closed at 7:51:30 p.m. as no one spoke to the issue.

Public Comments:

Tim Linerbrink, 1606 Perkins, Richland, WA, expressed concern regarding the consumption of 25,000 gallons of water on his utility bill. He stated that City staff has inspected the line twice and there are no obvious leaks. He is at a loss on how to proceed with this issue and is asking for Council's assistance in resolving this matter.

Mayor Pro Tem Christensen referred this matter to City Manager Reents for review.

David Shay, 4270 Tami, Richland, WA, requested help from Council regarding a zoning issue that West Richland is proposing on property adjacent to his home.

Andrue Ott, 110 Davenport St, Richland, WA, introduced the Tri-Cities Cannabis Advocates and invited Council to their January 30 education event.

Consent Calendar:

Deputy City Clerk Barham read the Consent items.

Minutes:

1. Approve the Council Meeting Minutes Held January 5, 2016
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way
- Pete Rogalsky, Public Works Director
3. Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way
- Pete Rogalsky, Public Works Director
4. Ordinance No. 07-16, Extending the Cable Television Franchise with Charter Communications
- Heather Kintzley, City Attorney
5. Ordinance No. 08-16, 2016 Budget Amendment for Charter Communication Franchise Negotiations
- Jon Amundson, Assistant City Manager
6. Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

7. Ordinance No. 01-16, Amending RMC Chapter 11.30, Stopping, Standing, or Parking Restricted or Prohibited
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

8. Resolution No. 03-16, Approving Amendment No. 2 to the Facility Use Agreement with the Tri-City Tournament Committee
 - Phil Pinard, Planning and Capital Projects Manager
9. Resolution No. 04-16, Approving Amendment No. 4 to the ORV Park Operating Lease Agreement with HRMC, Inc.
 - Phil Pinard, Planning and Capital Projects Manager
10. Resolution No. 11-16, Expressing Appreciation to Dori Luzzo Gilmour for Service on the Arts Commission
 - Heather Kintzley, City Attorney
11. Resolution No. 13-16, Authorizing Execution of Benton County Solid Waste Interlocal Agreement
 - Pete Rogalsky, Public Works Director
12. Resolution No. 18-16, Approving Purchase and Sale Agreement with Justin Stoker Related to Duportail Bridge Project
 - Pete Rogalsky, Public Works Director
13. Resolution No. 22-16, Authorizing the Execution of a Solid Waste Collection Agreement with Waste Management of Washington, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations
 - Pete Rogalsky, Public Works Director
14. Resolution No. 23-16, Authorizing the Execution of a Solid Waste Collection Agreement with Basin Disposal, Inc. & Ed's Disposal, Inc. for the Premiere Columbia Properties, LLC & Whitfield Annexations
 - Pete Rogalsky, Public Works Director
15. Resolution No. 24-16, Authorizing Execution of Interlocal Agreement with the City of West Richland for Water and Sewer Services to Properties at Keene Road and Kennedy Road
 - Pete Rogalsky, Public Works Director
16. Resolution No. 25-16, Authorizing a Cost Sharing Agreement with Tapteal Properties and Authorizing Consultant Agreements with JUB Engineers, Inc. and CTC, Inc. for Design Development and Analysis of Potential Revisions to the Tapteal Drive/Steptoe Street Intersection
 - Kerwin Jensen, Community Development Director

17. Resolution No. 26-16, Expressing Appreciation to Councilmember Rose for His Service as Mayor, 2014-2015
- Robert Thompson, Mayor

18. Resolution No. 27-16, Expressing Appreciation to Councilmember Lemley for His Service as Mayor Pro Tem, 2014-2016
- Robert Thompson, Mayor

Item for Approval:

19. Authorize Travel for Mayor Thompson and Councilmember Anderson
- Cindy Reents, City Manager

Expenditures - Approval:

20. Expenditures from December 28, 2015 - January 8, 2016 for \$3,186,487.03 including Check Nos. 230112-230511, Wire Nos. 6069-6078, Payroll Check Nos. 100737-101255, and Payroll Wire/ACH Nos. 9270-9288
- Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER ANDERSON SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 4-0.

Reports and Comments:

1. City Manager Reents reminded Council of the retreat scheduled for Friday, January 22, 2016. She also commented on the impressive award the City of Richland and its partners received from Governor Inslee.
2. Mayor Pro Tem Christensen stated that he attended a ribbon cutting event on Friday, January 8, 2016, for Badger Mountain Yarns, a new business within the City.

Adjournment:

Mayor Pro Tem Christensen adjourned the meeting at 8:07 p.m.

Respectfully Submitted,

Debby Barham, Deputy City Clerk

FORM APPROVED:

Terry Christensen, Mayor Pro Tem

DATE APPROVED:



MINUTES

RICHLAND CITY COUNCIL ANNUAL RETREAT

Richland Library Board Room ~ 955 Northgate Drive

Friday, January 22, 2016

Welcome and Roll Call:

Mayor Thompson called the City Council Annual Retreat to order at 8:00 a.m.

Attendance:

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Rose, Kent, Luzzo Gilmour and Lemley were present. Councilmember Anderson was absent.

Also present were City Manager Reents, City Attorney Kintzley, Police Chief Skinner, Fire Chief Huntington, Public Works Rogalsky, Administrative Services Koch, Community Development Director Jensen and Parks and Facilities Director Schiessl.

Agenda Items:

1. Waterfront Vision
 - Roger Brooks, CEO Roger Brooks International
 - Community Development Director Jensen

Mr. Brooks and Councilmembers discussed several ideas for the Waterfront Vision.

2. Swift Corridor / City Hall Property
 - Parks and Public Facilities Director Schiessl

Mr. Schiessl introduced Attorney Robynne Thaxton Parkinson, PLLC, who provided a briefing on the available capital project delivery options so that staff may develop a project schedule for additional future considerations.

3. Team Exercise
 - Councilmembers and staff participated in a team-building activity.

Adjournment:

Mayor Thompson closed the meeting at 3:00 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Bob Thompson, Mayor

DATE APPROVED:



MINUTES

CITY COUNCIL SPECIAL MEETING & WORKSHOP

Richland City Hall ~ 505 Swift Boulevard

Tuesday, January 26, 2016

City Council Special Meeting – 6:00 p.m. (City Hall Council Chamber)

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

Attendance:

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Anderson, Lemley, Kent, Luzzo Gilmour were present. Councilmember Rose was absent.

Also present were City Manager Reents, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl and City Clerk Hopkins.

Agenda Items:

1. Ordinance No. 07-16, Extending the Cable Television Franchise with Charter Communications (second reading/passage)
 - Heather Kintzley, City Attorney
2. Ordinance No. 08-16, Budget Amendment for Charter Communications Franchise (second reading/passage)
 - Heather Kintzley, City Attorney

Ms. Kintzley said this was the second reading and passage for the ordinances and gave a brief background on the franchise negotiation status. She said the City is working with new representatives from Charter and now making progress. The franchise is expected to be finalized by July 2016.

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO ADOPT ORDINANCE NOS. 07-16 AND 08-16. THE MOTION CARRIED 6-0.

City Council Workshop – 6:15 p.m.

Mayor Thompson opened the workshop at 6:10 p.m.

Agenda Items:

1. Council Do's and Don'ts - Risk Management (60 minutes)
 - Ann Bennett, WCIA Executive Director

Ms. Bennett gave the background and purpose of Washington Cities Insurance Authority

(WCIA) and gave details of the City's standing with WCIA. She reviewed the Stewardship report and other programs offered to members and how WCIA serves its members. She gave a detailed review of the best risk management practices for Councilmembers and gave examples of cases for examples. She also discussed the risk profile for the City.

Councilmembers and Ms. Bennett had a question and answer session on the topic.

2. Lorayne J Water System Absorption - South Meadow Springs Irrigation (30 Minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the purpose of the workshop is to: 1) Inform Council regarding staff discussions with the Kennewick Irrigation District regarding service delivery models for drinking water to the Lorayne J subdivision and irrigation water to the Clearwater Creek and Heights at Meadow Springs subdivisions; and 2) Solicit Council guidance on key decisions points contributing to these discussions.

The decision points, or questions, that staff is seeking guidance on are: 1) should the City provide drinking water supply to the Lorayne J subdivision to support resolution of a public health issue; 2) should the City require annexation by Lorayne J residents prior to providing drinking water supply on a permanent basis; and 3) Should the City link the Meadow Springs irrigation supply issue to the Lorayne J water system issue.

Council discussed the pros and cons of the topic and concurred that an annexation should be part of the plan. Council discussed concerns about the level of service Richland's citizens would get from KID; negotiating a good deal that doesn't create future problems with other irrigation districts; and not to compromise the City's capacity for its citizens.

3. Duportail Street Well Site (15 minutes)
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the purpose of this workshop is to: 1) inform Council of the design development work related to a new water supply well to be located near Duportail Street south of the Yakima River; and 2) Solicit Council input on the site preferred by staff.

The 2016 - 2030 Capital Improvement Plan includes an item named the New South Richland Well Water Source, funded by Water Facility Fees. The new well was planned many years ago to provide a drinking water source south of the Yakima River. The majority of current water sources are located north of the Yakima River and a single pipeline provides water supply across the river.

A new well source south of the river would help mitigate the risk of water supply interruptions from a damaged pipeline. This plan was preserved through the major water rights review associated with the Quad-Cities Water Right Permit, finalized in 2003.

In 2010, the Department of Ecology issued a new well permit to the City to support this plan. The current project development would bring this long-held plan to reality. The pipeline replacement contemplated in the Duportail Bridge will further secure water supplies to the growing part of the City south of the Yakima River. The City's consulting hydrogeologist has recommended a site near the planned alignment of the Duportail Bridge for this well. The recommendation is based on his opinion that this location provides the City with the best opportunity to develop a high quality drinking water source at the least cost.

The site is part of a larger City-owned parcel planned for sale and development. Community Development and Public Works staff have conferred about the proposed well site and believe it to be compatible with highest and best use development plans for the larger parcel. The well site, once developed, would consist of a modest size block building requiring relatively infrequent activity from City staff.

Council discussed the pros and cons of the topic and concurred on the site location.

4. City View Land Exchange

- Kerwin Jensen, Community Development Director

Mr. Jensen distributed maps of the 88 acres of land that Milo Bauder proposed to give to the City at the summit of the western ridge of Little Badger Mountain in exchange for a City-owned surplus trail corridor and an option on ten acres in the City View commercial center north of the City shops.

Since the spring of 2015, progress on completing any deal with Mr. Bauder has stalled. In recent months, however, the City has received interest from developers for the availability of the 10-acre property for multi-family development. With this interest, City staff reached out to Mr. Bauder to finalize an agreement on the exchange. However, no agreement between Mr. Bauder and the City could be reached. Therefore, City staff is recommending that the City Council direct staff to actively market for sale the 10-acre property in the City View commercial center.

Council concurred with staff to market the property as Mr. Bauder has not continued the conversation with the City on the land exchange.

Other Business:

Ms. Reents said she will be out of town this Wednesday through Friday so no agenda review will be held. She also encouraged Councilmembers to attend the Chinese American Association event on February 6, 2016, and said that she will send Councilmember's the invitation.

Mayor Thompson said a Lamb Weston employee was struck while riding a bicycle, but not seriously injured, so Lamb Weston contacted the City to discuss improving the safety

along the highway. The Council agreed to send Lamb Weston a letter informing them that it is a state highway and the City can't do anything without state approval and state funding, as the City does not have the funding for that type of project.

Mayor Thompson said Benton and Franklin Counties have been discussing the idea of splitting their joint services. Mayor Thompson suggested that the City prepare a resolution of support encouraging them not to do that. Councilmembers concurred.

Councilmember Kent said the Council Committee Assignments resolution will be on the February 2, 2016, Council agenda.

Mayor Pro Tem Christensen asked about forming the sub-committee to set the City Manager's goals. Ms. Reents said that could be done at the February 2, 2016, Council meeting.

Adjournment:

Mayor Rose adjourned the workshop at 7:28 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 03-16, Amending RMC Title 3: Finance, Relating to Utility Low-Income Program

Department:

Administrative Services

Ordinance/Resolution Number:

03-16

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 03-16, amending Title 3: Finance, of the Richland Municipal Code regarding utility low income program.

Summary:

On September 1, 2015, Council adopted Ordinance No. 39-15, which amended RMC Chapter 14.24, Rates and Charges. Proposed Ordinance 03-16 includes the required amendments necessary as it relates to the utility low income program.

The current RMC offers a 33% discount on a flat percentage to each customer's total electric bill. This approach did not empower customers to receive discounts based on energy efficiency methods.

Proposed Ordinance 03-16 includes a new discount structure allowing recipients to eliminate the daily service fee and to receive a 15% discount on the regular energy charge. This structure would accomplish the same 33% average savings at the same annual cost but encourages the customer to be more energy efficient to receive the highest possible discount. Based on 2014 usage amongst the low income group, the discount percentage would range from 20% for the consumers with the highest use to nearly 100% for those who utilize almost no electricity at all.

Fiscal Impact:

Yes

This amendment would change the calculation for discounted electrical services rates for residential customers qualifying for low income senior or low income citizens. This change in structure is not expected to change overall average savings or annual costs.

Attachments:

I. Proposed Ordinance No. 03-16

ORDINANCE NO. 03-16

AN ORDINANCE of the City of Richland amending
Title 3: Finance, of the Richland Municipal Code regarding
utility low income program.

WHEREAS, on September 1, 2015, the City adopted Ordinance No. 39-15, which
amended RMC Chapter 14.24, Rates and Charges; and

WHEREAS, this amendment changed the calculation for discounted electrical
service rates for residential customers qualifying as low income senior or low income
disabled citizens, as described in Schedule 10, Section F, of RMC 14.24.060; and

WHEREAS, RMC Chapter 3.29, Utility Low Income Program needs to be amended
to reflect the amendments to RMC Chapter 14.24, Rates and Charges.

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

Section 1. RMC Chapter 3.29, Utility Low Income Program, as enacted by
Ordinance No. 40-02 and last amended by Ordinance No. 12-07, is hereby amended to
read as follows:

Sections:

- 3.29.010 Special residential rates – Low income senior citizens and low income disabled
citizens.
- 3.29.020 Special residential rates – Discounts for low income senior citizens and low
income disabled citizens.
- 3.29.030 Special residential rates – Qualification as low income senior citizen or low
income disabled citizen.

**3.29.010 Special residential rates – Low income senior citizens and low income
disabled citizens.**

There shall be a discount applied to rates for services provided to residential customers
qualifying as low income senior citizens or low income disabled citizens. [Ord. 40-02].

**3.29.020 Special residential rates – Discounts for low income senior citizens and
low income disabled citizens.**

The discounts shall be as follows:

Service

Residential Electrical Rate Schedule 10 per RMC 14.24.060

Discount

~~33%~~

The service
charge shall be
waived, and the
energy charge

Service**Discount**

[shall be
discounted 15%
of Schedule 10](#)

Residential Solid Waste per RMC 15.20.020

60%

Residential Stormwater Rate per RMC 16.08.035

33%

Residential Sewer Schedule 1 per RMC 17.56.010

60%

Residential Water Table 1 per RMC 18.24.020

60%

Provided that such water discount shall not apply to any billing cycle that water consumption exceeds 5,000 cubic feet.

[Ord. 40-02; Ord. 12-07].

3.29.030 Special residential rates – Qualification as low income senior citizen or low income disabled citizen.

A. The special residential rate for low income senior citizens or low income disabled citizens specified in RMC 3.29.020 shall be available to each person who shows satisfactory proof to the finance manager, or his designee, that he or she:

1. a. Is 62 years of age or over; or
b. Is a citizen qualifying for special parking privileges under RCW 46.16.381(1)(a) through (f) or a blind citizen as defined in RCW 74.18.020(4), or developmentally disabled as defined in RCW 71A.10.020(2) or a mentally ill person as defined in RCW 71.05.020(1); and
2. Has a maximum annual income of not more than 125 percent of the poverty level established by the federal office of management and budget; and
3. Is the sole occupant or the head of a household; and
4. Resides in a dwelling unit served directly by the city's utility; and
5. Is billed in his or her name by the city's utility.

B. All information presented in support of such application shall be verified by the applicant who shall provide such other data as deemed appropriate upon forms and in a manner determined by the finance manager or his designee. [Ord. 40-02].

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

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____ 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 04-16, Vacating a Portion of Sky Meadows Avenue and Greenview Drive Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
04-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-16, vacating a portion of Sky Meadows Avenue and Greenview Drive Right-of-Way.

Summary:

The rights-of-way for this portion of Sky Meadows Avenue and Greenview Drive were originally dedicated on the Plat of Sky Meadows Phase 3 which was recorded on July 14, 2008. However, the streets were not constructed at that time, nor were adjacent lots created. The rights of way were dedicated to fulfill a preliminary plat condition intended to facilitate connectivity to other development south of the Kennewick Irrigation District Canal.

The developer of the Falcon Crest plat constructed portions of Baum Street and Sky Meadows Avenue in the dedicated rights of way, thus completing the intended connectivity.

On September 30, 2015, the Plat of Sky Meadows Phase 5 was recorded which established new alignments for Sky Meadows Avenue and Greenview Drive. The roadways were completed with this phase, including curb and gutters on the segments completed earlier by the Falcon Crest developer.

The 2015 work created slightly different, but overlapping dedicated rights-of-way. Vacating the original rights-of-way that were recorded with the Phase 3 project will rectify this situation. The lots were established abutting the rights-of-way dedicated with Sky Meadows Phase 5 and none of the lots have been sold to date. Therefore, no adjustment of lot boundaries are necessary.

A public hearing was held on January 19, 2016. No testimony was received. First reading, by title only, was also given at the January 19, 2016 regular council meeting.

Fiscal Impact:

No

Attachments:

- I. Ordinance No. 04-16

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190
Richland, WA 99352

ORDINANCE NO. 04-16

An ORDINANCE of the City of Richland vacating a portion of Sky Meadows Avenue and Greenview Drive.

WHEREAS, Sky Meadows Avenue and Greenview Drive were originally dedicated on the Plat of Skyline Meadows Phase 3 recorded on July 14, 2008; and

WHEREAS, a portion of these roads were not constructed during Skyline Meadows Phase 3; and

WHEREAS, a new alignment for a portion of Sky Meadows Avenue and Greenview Drive was defined during Skyline Meadows Phase 5 that provided a better fit to the lot layouts of Phase 5; and

WHEREAS, the new alignments for Sky Meadows Avenue and Greenview Drive were dedicated on the Plat of Skyline Meadows Phase 5 and recorded on September 30, 2015; and

WHEREAS, there are now two separate, overlapping rights-of-way dedicated for these two roads; and

WHEREAS, the City desires to vacate the original right-of-way as dedicated on the Plat of Skyline Meadows Phase 3; and

WHEREAS, this will leave a single right-of-way as dedicated on the Plat of Skyline Meadows Phase 5; and

WHEREAS, Chapter 35.79 of the Revised Code of Washington (RCW) provides the authority for a city to initiate a vacation action by resolution; and

WHEREAS, State law requires that a public hearing be held to allow public consideration of this proposal; and

WHEREAS, at a regularly scheduled Council meeting on December 15, 2015, the Richland City Council, by Resolution No. 203-15, set the time and place of a hearing thereon for the 19th day of January, 2016, at the hour of 7:30 p.m., local time, in the City Hall Council Chambers, located at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony.

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

Section 1. The portion of Sky Meadows Avenue right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

Section 2. The portion of Greenview Drive right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79.

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

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

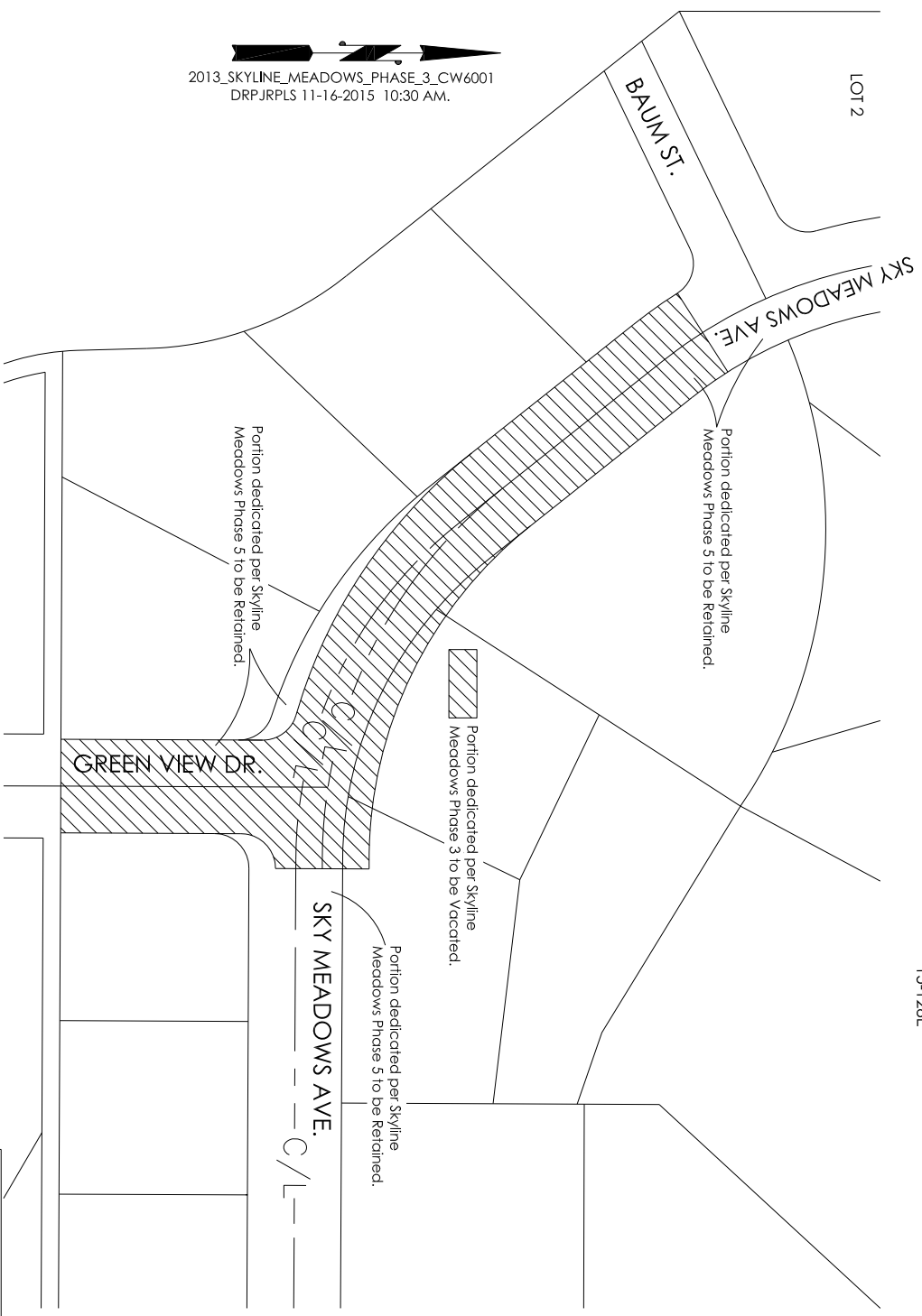
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

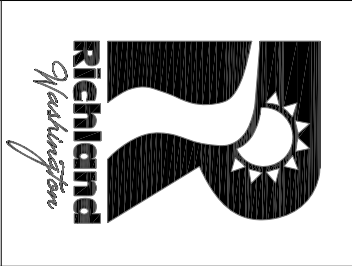
Date Published: February 7, 2016

EXHIBIT "A"

15-128E



15-128E	Scale: 1"=100'	10-16-2015
	Drawn: DRPJRPPLS	Checked: BJL





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 06-16, Vacating a Portion of Wellhouse Loop Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
06-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 06-16, vacating a portion of Wellhouse Loop Right-of-Way.

Summary:

Wyman Street and a portion of Wellhouse Loop were constructed by Local Improvement District No. 126 as adopted by Council on September 18, 1978. The remaining portion of Wellhouse Loop was constructed by Local Improvement District No. 139 as adopted by Council on October 15, 1979.

The rights-of-way for these roads were not dedicated at that time. On January 5, 2016, Council adopted Ordinance No. 02-16 dedicating both the Wellhouse Loop and Wyman Street rights-of-way.

In 2006, Lawless Drive was constructed which created a new intersection with Wellhouse Loop. This new intersection modified the right-of-way in this location which was dedicated by Ordinance No. 18-06 and Ordinance No. 02-15.

The new intersection created some excess right-of-way on the northeast quadrant that is adjacent to Goodwill Industries and contains Richland Energy Services (RES) electrical utilities.

Goodwill Industries has petitioned the City to vacate a portion of this Wellhouse Loop right-of-way to enable expansion of their facility. They will pay the cost for RES to relocate the utilities into a new proposed utility easement running parallel to the back of the sidewalk.

Notice of a public hearing for this proposed vacation was provided and the hearing was held on December 1, 2015 in accordance with RCW 35.79. No comments were received. Staff recommends approval of this ordinance.

Fiscal Impact:
No

All of the Wellhouse Loop and Wyman Street right-of-way was acquired by Quit Claim Deed for a nominal fee of \$10.00. Goodwill Industries has committed to paying all costs associated with relocating the electrical utilities and staff recommends the right-of-way be vacated at no cost to Goodwill Industries.

Attachments:

1. Wellhouse Vacation Request and exhibit
2. Ordinance No. 06-16
3. Exhibit to Ordinance No. 06-16



10/7/15

Jeff Peters
City of Richland
505 Swift Boulevard
Richland, WA 99352

RE: Utility Easement Request to Vacate for Goodwill Industries - 201 Wellsian Way, Richland, WA 99352

Parcel Number: 115981020400034

Mr. Peters,

We intend to submit a petition to the Richland City Council seeking to vacate the public interest in the easement at the above location. Included is a sketch and legal description of the requested vacation for your review.

Please contact me with any question or concerns.

Warm Regards,

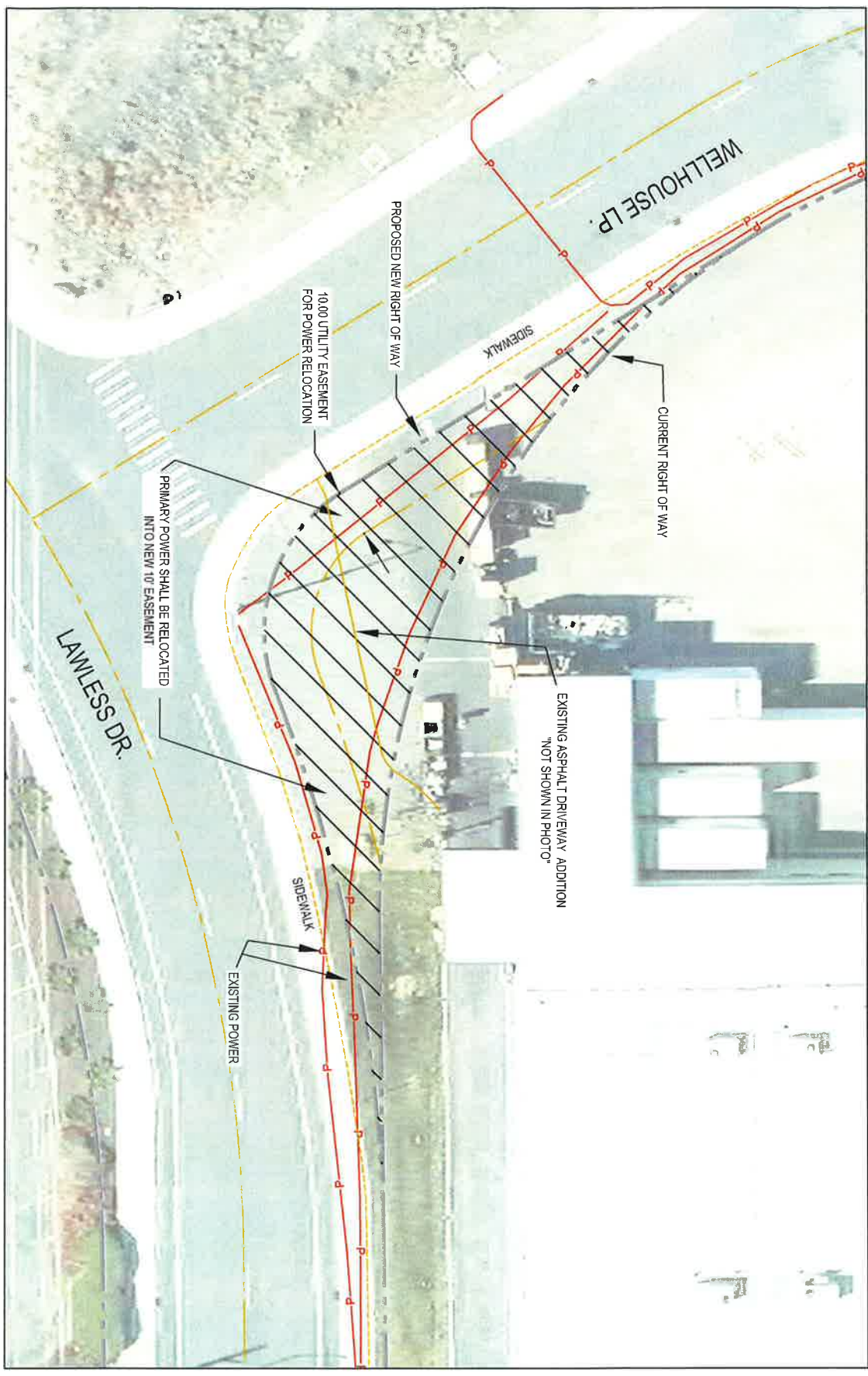
Marcy Fisher
Goodwill Industries
Facilities & Special Projects Manager

Attachment:
Proposed Right of Way Vacation

PROPOSED RIGHT OF WAY VACATION (LAWLESS DR. & WELLHOUSE LP.)



PROPOSED VACATED AREA
3152 S.F. +/- (.07AC)



WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190
Richland, WA 99352

ORDINANCE NO. 06-16

An ORDINANCE of the City of Richland vacating a portion of Wellhouse Loop.

WHEREAS, on September 18, 1978, City Council adopted Ordinance No. 53-78 establishing Local Improvement District No. 126, known as Wellhouse Loop Road LID, to construct Wyman Street and a portion of Wellhouse Loop; and

WHEREAS, on October 15, 1979, Council adopted Ordinance No. 84-79 establishing Local Improvement District No. 139, known as Wellhouse Loop Phase 2 LID, to complete the construction of Wellhouse Loop and Wyman Street; and

WHEREAS, construction of these two roadways was completed but the rights-of-way were not established and dedicated at that time; and

WHEREAS, on January 5, 2016, Council adopted Ordinance No. 02-16 establishing and dedicating the rights-of-way for Wellhouse Loop and Wyman Street; and

WHEREAS, acquisition of the rights of way for Wellhouse Loop and Wyman Street came without cost to the City; and

WHEREAS, Lawless Drive was constructed in 2006 and created a new intersection with Wellhouse Loop which was dedicated by Ordinance No. 18-06 and Ordinance No. 02-15; and

WHEREAS, the new intersection of Lawless Drive/Wellhouse Loop leaves excess right-of-way on the northeast corner of the intersection; and

WHEREAS, Goodwill Industries abuts a portion of Wellhouse Loop at the northeast corner of the intersection with Lawless Drive; and

WHEREAS, Goodwill Industries has petitioned the City to vacate a portion of Wellhouse Loop right-of-way abutting their property on October 7, 2015; and

WHEREAS, Richland Energy Services currently has electrical utilities within this area; and

WHEREAS, Goodwill Industries has committed to paying the costs associated with Richland Energy Services relocating those utilities within a proposed utility easement adjacent to the proposed new right-of-way; and

WHEREAS, the City Engineer and Energy Services have reviewed the proposed vacation and new utility easement location and have determined it to be acceptable; and

WHEREAS, RCW 35.79 provides the authority and process for the City to vacate street rights-of-way when petitioned by an adjacent property owner; and

WHEREAS, at a regularly scheduled Council meeting on November 3, 2015, the Richland City Council, by Resolution No. 201-15, set the time and place of a hearing thereon for the 1st day of December, 2015, at the hour of 7:30 p.m., local time, in the City Hall Council Chambers, located at 505 Swift Boulevard in Richland, Washington; and

WHEREAS, at the time and place fixed and designated in the notice, a hearing was held by the City Council to receive public testimony. No testimony was received.

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

Section 1. The portion of Wellhouse Loop right-of-way, as described and shown in Exhibit A is hereby ordered to be vacated, subject to the provisions of RCW 35.79. No monetary compensation will be required from Goodwill Industries to effect this process.

Section 2. Utility easements will be retained on the vacated parcel as shown in Exhibit A.

Section 3. The vacated portion of Wellhouse Loop right of way will be vacated and transferred to private ownership only after the electrical utilities have been relocated in the new utility easement area.

Section 4. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached exhibits, duly certified by the Clerk as a true copy.

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

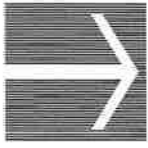
APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

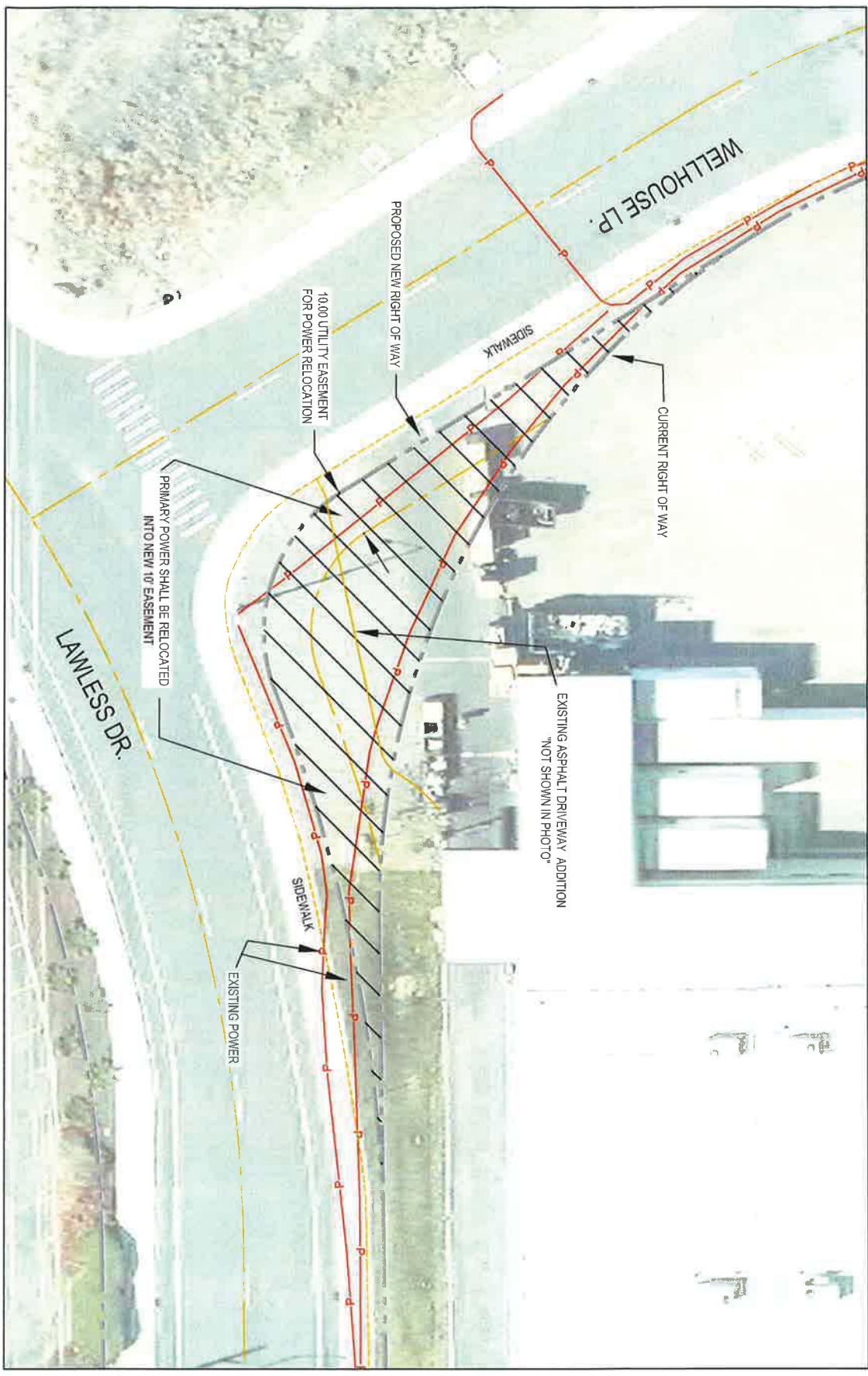
HEATHER KINTZLEY
City Attorney

Date Published: February 7, 2016

PROPOSED RIGHT OF WAY VACATION (LAWLESS DR. & WELLHOUSE LP.)



PROPOSED VACATED AREA
3152 S.F. +/- (.07AC)





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 09-16, 2016 Budget Amendment for the Stormwater Fund

Department:
Public Works

Ordinance/Resolution Number:
09-16

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 09-16, 2016 budget Amendment for the Stormwater Fund.

Summary:

In late 2015 the Public Works department was notified by the Washington State Department of Ecology of the award of a Water Quality Stormwater Capacity grant for \$50,000. These funds have been received in past years and were used for enhancements to basic public outreach and education and pollution prevention/good housekeeping activities, specifically street sweeping.

The 2016 budget includes funding to support street sweeping and a basic level of public outreach and education. Staff reviewed stormwater program needs and is recommending that this year's grant be applied again to enhance public outreach and education and to offset ongoing street sweeping costs. These two elements of the stormwater program meet important objectives by partially funding street sweeping, one of the more basic and effective pollution prevention activities, while keeping financial pressure on Richland ratepayers down. The grant funds will also be used to expand and enhance public outreach and education efforts to raise awareness of the pollution loadings generated to our area rivers by our everyday activities. The City's National Pollution Discharge Elimination System permit requires expanded and targeted outreach efforts in the years to come and these funds will help prepare for those requirements.

Staff recommends that Council accept the grant award and authorize staff to increase the Stormwater Utility operating budget for education and outreach purposes by \$5,000.

Fiscal Impact:

Increase the Stormwater division Operating Supplies & Materials (3102) budget by \$5,000 which is funded by the \$50,000 Stormwater Capacity grant to cover education and outreach materials. The remaining grant funds will be used to offset street sweeping expenses.

Attachments:

I. ORD #09-16

ORDINANCE NO. 09-16

AN ORDINANCE of the City of Richland amending the 2016 Budget to provide for additional appropriations in the Stormwater Fund.

WHEREAS, on November 17, 2015, Richland City Council approved Ordinance No. 74-15 approving the 2016 Budget, including the 2016–2030 Capital Improvement Plan (CIP). The Budget includes the Stormwater divisions of the Stormwater Utility Fund; and

WHEREAS, Public Works engineering has been notified by the Department of Ecology of a grant agreement award. The Water Quality Stormwater Capacity Grant for \$50,000 will be used to cover education, public outreach and street sweeping expenses; and

WHEREAS, staff recommends that City Council accepts this grant for continued public outreach and education costs, and to offset street sweeping expenses, allowing staff to execute the grant agreement; and

WHEREAS, a budget increase of \$5,000 is necessary to cover outreach and education materials. The street sweeping expense is currently budgeted and will be offset by the grant revenue; and

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

Section 1. Amendment of the 2016 Budget. The 2016 Budget is hereby amended in the Stormwater Fund to provide for \$5,000 in additional appropriations into the Stormwater division of the Stormwater Utility Fund from an Ecology grant. The aforementioned changes to appropriations are summarized as follows:

Stormwater Fund

Current Appropriation:	\$1,857,817
Increase in Appropriation:	<u>\$ 5,000</u>
Amended Appropriation:	\$1,862,817

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: February 7, 2016



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 12-16, Approving the Preliminary Plat of West Village

Department:

Community & Development Services

Ordinance/Resolution Number:

12-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 12-16, approving the preliminary plat of West Village.

Summary:

Nor Am Investment, LLC has filed an application for the preliminary plat of West Village, which is a proposal to divide a 241 acre site into 558 single family residential lots, together with two multi-family tracts totaling 23 acres; a 40 acre open space tract; a 30 acre future City park site and a 1.2 acre commercial tract. The location of the proposed preliminary plat is within the Badger Mountain South master planned community, east of Dallas Road and south of the Country Mercantile store and the existing West Vineyards subdivision.

Development within Badger Mountain South is subject to a master development agreement that the City has entered into with Nor Am Investment and a specific set of land use and development regulations for projects proposed within the master planned community. Staff reviewed the proposal and found it to be consistent with both the agreement and the regulations. The Hearing Examiner conducted a public hearing on December 17th and has recommended approval of the project. Draft resolution No. 12-16 has been prepared for Council to officially approve the preliminary plat request. Copies of the Hearing Examiner's recommendation and the staff report are also attached. The staff report includes copies of the application and plat map.

Fiscal Impact:

Approval of the preliminary plat will not have a direct fiscal impact on the City.

Attachments:

1. Resolution No. 12-16
2. Hearing Examiner Recommendation
3. Staff Report to Hearing Examiner

RESOLUTION NO. 12-16

A RESOLUTION of the City of Richland approving the preliminary plat of West Village, subject to the recommended conditions of approval listed in the Hearing Examiner's Report; adopting the findings of the Hearing Examiner as the findings of the City Council and directing staff to provide notice of this decision.

WHEREAS, on December 17, 2015, the Richland Hearing Examiner held an open record public hearing to consider the preliminary plat application of West Village submitted by Nor Am Investment, LLC; and

WHEREAS, the Hearing Examiner recommended to the City Council that it approve the preliminary plat of West Village; and

WHEREAS, the City Council has reviewed the record created by the Hearing Examiner.

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

1. The preliminary plat of West Village, a copy of which is attached and which is incorporated herein by reference, is hereby approved subject to the conditions of approval contained in the Hearing Examiner's Findings, Conclusions and Recommendation of Approval for the West Village Preliminary Plat dated January 25, 2016.
2. The written findings of the Hearing Examiner, a copy of which are attached hereto and incorporated herein by reference are hereby adopted as the written findings of the City Council.
3. City staff is hereby directed to provide notice of this decision to parties of record in accordance with Title 19 of the Richland Municipal Code.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“WEST VILLAGE” PRELIMINARY PLAT
(A PORTION OF THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY
LOCATED IN THE CITY OF RICHLAND, WASHINGTON)**

FILE NUMBER: S2015-103

APPLICANT/OWNER: NOR AM INVESTMENT, LLC

APPLICATION: TO SUBDIVIDE 240.89 ACRES INTO 558 SINGLE FAMILY RESIDENTIAL LOTS, LOCATED WITHIN THE BADGER MOUNTAIN SOUTH MASTER PLANNED COMMUNITY, EAST OF DALLAS ROAD AND SOUTH OF THE PLAT OF WEST VINEYARD. ALSO INCLUDES TWO MULTIFAMILY TRACTS TOTALING 23 ACRES, A 40 ACRE OPEN SPACE TRACT, A 30 ACRE FUTURE CITY PARK SITE, AND A 1.24 ACRE COMMERCIAL TRACT. THE ENTIRE SITE IS SUBJECT TO THE MOST CURRENT BADGER MOUNTAIN SOUTH LAND USE AND DEVELOPMENT REGULATIONS ADOPTED BY THE CITY OF RICHLAND.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS. 104884000002000, 104884030001000 AND A PORTION OF 104881000002007.

REVIEW PROCESS: TYPE III, PRELIMINARY PLAT,
HEARING EXAMINER RECOMMENDATION TO CITY COUNCIL

SUMMARY OF RECOMMENDATION: APPROVE, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: JANUARY 25, 2016

PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS

Nor Am Investment, LLC, of Lakewood, Washington, is the owner and applicant in this matter. (*Exhibit 1, page C0.01*).

The proposed subdivision would divide almost 241 acres into a development site with 558 single family residential lots; a 17.3 acre tract for “multi-family” uses; a 5.6 acre tract for either commercial or multi-family uses; a 1.2 acre commercial tract; about 44 acres for public streets; a 30 acre tract for a future City park; and a 40 acre open space tract. (*Staff Report, page 2; Ex. 2, site plan in Exhibits 2 - 6*).

The site is located in the southwest corner of the Richland City limits. The proposed subdivision is part of the Badger Mountain South Subarea Plan and is part of the master planned community of Badger Mountain South, which is intended to be a “walkable and sustainable community” with a range of housing types, mixed-use neighborhoods, up to 5,000 dwelling units, businesses and other commercial activities. (*Staff Report, page 3; LUDR, 1.A, Intent, and 1.B, Purpose*). The project will have convenient access to/from Interstate 82, via Dallas Road and a new arterial collector street to be called Badger Mountain Parkway, which will connect with new internal streets to be constructed as part of the development. (*Staff Report; Ex. 2, page C0.01*). The road system serving the proposed plat will be constructed in phases, based on the number of lots developed in a given time. (*Staff Report; Testimony of Mr. Simon; Ex. 7, Phasing Plan; Conditions of Approval*).

The project site is currently vacant, with rolling hills, that are/were used agricultural purposes. For the time being, a portion of vacant land will remain to the north of the new West Hills plat and the nearest pre-existing sites already under development as part of the larger Badger Mountain South master planned community, the West Vineyard residential subdivision and the commercially-designated Venito Villagio. (*Site visit; Staff Report; Exhibit 2, site plans*).

The property owner’s design team submitted an application for preliminary plat approval on or about September 18, 2015. (*Staff Report, page 8; Ex. 1, Preliminary Plat Application Form cover sheet, dated September 18, 2015*). Following review, and an analysis to determine the application’s consistency with the current Land Use and Development Regulations (LUDR) for the Badger Mountain South master-planned community, city staff provided Notice of the Application on or about December 1, 2015. (*Staff Report; Ex. 11; Testimony of Mr. Simon*). The City did not receive any comments from the public, prior to or during the public hearing held for the pending application. (*Staff Report, page 10; Testimony of Mr. Simon*).

SEPA Compliance.

The City of Richland’s Planned Action Ordinance adopted for the Badger Mountain master planned community covers development within the Badger Mountain South Subarea. The Supplemental Final Environmental Impact Statement issued for the Planned Action Ordinance

covers the site of the proposed West Village Plat. Accordingly, standard SEPA review is not required, so long as the project is consistent with the master plan and mitigation measures adopted and identified in applicable SEPA documentation for the master planned area. (*Staff Report discussion, at pages 9 and 16*). Exhibits 12 and 13 are part of the record to confirm that the proposed plat is deemed consistent with the Master Agreement and the City's SEPA Planned Action ordinance for Badger Mountain South. With such documentation, and the Modified Environmental Checklist issued for this project (*Ex. 10*), the pending application satisfied applicable SEPA review requirements.

Public Hearing.

The open-record public hearing for the application occurred on December 17, 2015, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. Throughout the written comment period and the public testimony portion of the public hearing, no one opposed the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, on the day following the hearing.

Given the size of the proposed project, which Mr. Simon explained is likely the largest plat approval requested in the City of Richland, and the fact that the LUDR provisions applicable to the project are not part of the City's regular city code used by the Examiner, this Recommendation involved a bit of a learning curve to provide meaningful review and analysis. Upon consideration of the Staff Report, exhibits, public hearing testimony, the proposed phasing plan, and the Badger Mountain South LUDR provisions, this Recommendation is now in order.

Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the "West Village" Preliminary Plat, File No. S2015-103, dated December 17, 2015;

1 – 15. As described and indexed on page 17 of the Staff Report.

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

1. Rick Simon, Development Services Manager for the City of Richland;
2. Todd Sawin, with AHBL, Applicant's project engineer; and
3. Geoff Clark, for Nor Am Investment, the applicant.

APPLICABLE LAW

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat¹ application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a recommendation to the City Council. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a recommendation for approval or disapproval to the city council.

The same provision of the city's code (RMC 24.12.050) provides that any recommendation for approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or her designee with respect to the engineering elements of said plat including the following:

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

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

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

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

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

Findings, Conclusions and Recommendation to Approve

"West Village" Preliminary Plat,

File No. S2015-103

Page 4 of 20

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

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

B. Impacts of the development have been appropriately identified and mitigated under Chapter [22.09](#) RMC.

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

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

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

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

ISSUE PRESENTED

Whether substantial evidence demonstrates that the applicant has satisfied their burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes.

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 (*Ex. A*), include a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony

3. At the hearing, Mr. Simon summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. Simon noted that the City's Master Development Agreement for the Badger Mountain South area supersedes and applies to the project instead of standard city development regulations.
5. Under questions from the Examiner, Mr. Simon and the applicant representatives explained how the Badger Mountain Parkway would be developed and improved in phases, beginning with just two lanes on the south side of the right-of-way, eventually reaching 4 lanes as more lots within the proposed plat are developed.
6. As noted above, the proposed plat is located in a portion of the Badger Mountain South Subarea, and the distinct LUDR provisions, adopted and amended by the Richland City Council following extensive public review, apply to this project.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

7. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is "*in furtherance of the comprehensive plan of the city*" and that such regulations contained in the city's platting and subdivision codes "*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed,*

among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record clearly establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, including without limitation those reflected in the LUDR for Badger Mountain South, thus implementing and complying with the City’s Comprehensive Plan. (*See Staff Report, all Findings*).

Proposed plat will provide public benefits

8. The applicant’s submittals and testimony provided on its behalf established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive Plan, dedication of large parks and open spaces, construction of new roads, sidewalks, an attractive street system to serve the new plat, and other features that will serve to promote health benefits of a walkable, pedestrian-friendly community.

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

9. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: *See Staff Report; all Findings; Exhibits 8, 9, 12, 13, 14, and 15.*
 - B. Open Spaces: *Ex. 2, site plans, illustrating tract for new 30 acre city park, 40 acre open space tract, and approximate trail locations; Staff Report, page 11; See discussion in item H.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report, page 11; Ex. 3, grading and drainage plans; Ex. 14, pages 6 and 7, recommended Storm Water conditions.*
 - D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has

been deemed consistent with all applicable LUDR and city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. The new Badger Mountain Parkway will be constructed in phases, and the project is built-out, based on demand. Roads H and M are other collector streets that will be built to provide access and internal circulation. The plat will include more than 43 acres of dedicated right-of-way. *Testimony of Mr. Simon; Staff Report, pages 11 and 13; Exhibit 2, site plans; Exhibits 14 and 15, Public Works and Technical Advisory Committee reports and proposed conditions.*

- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 11.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will continue to be available within the plat, as provided by the Badger Mountain Irrigation District. *Staff Report, pages 11, 12; Ex. 4, conceptual water system plans, showing connections to city water supply system; Ex. 14, pages 5, 6, recommended Domestic Water conditions.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 12; Ex. 4, conceptual sewer system plans, showing connections and extensions for city sewer service; Ex. 14, page 6, recommended Sanitary Sewer conditions.*
- H. Parks and recreation, playgrounds, schools: The site plan shows that the project includes substantial provisions for open space, including dedication of a 30 acre tract for a future city park, a 40 acre open space tract, and almost 15,000 lineal feet of trail areas. *Staff Report, page 12; Ex. 2, site plans, illustrating trail locations, size of park and open space tracts.* The Staff Report, at page 12, explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. A condition of approval will include a note on the final plat detailing Park fee requirements. *Ex. 15, Technical Advisory Committee recommended conditions of approval, item 4.* School needs for future residents are adequately addressed in the LUDR for Badger Mountain. The Richland School District owns an adjacent property where two new public schools may be located as the Badger Mountain South area is developed and populated with school-age children. *Staff Report, page 12; Ex. 2, site plans, depicting location of adjacent school district property.*

- I. Planning features to assure safe walking conditions for students: The proposed plat includes extensive walking paths, sidewalks, and public rights-of-way that will adequately provide safe walking routes and conditions for school children. *Staff Report, discussion on page 12.*

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

11. 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, 19.60.095, and the LUDR provisions applicable to the Badger Mountain South area, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as *Exhibit 15*, as revised and supplemented by the Examiner, 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.

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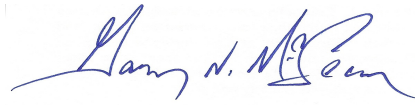
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³ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish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

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 visit, **the undersigned Examiner recommends that the City Council APPROVE the "West Village" Preliminary Plat** application, subject to the attached Conditions of Approval as recommended by the City's planning and public works staff, revised or added by the Examiner, and adopted herein by reference.

Recommendation issued: January 25, 2016.



Gary N. McLean
Hearing Examiner for the City of Richland

CONDITIONS OF APPROVAL

“West Village” Preliminary Subdivision File No. S2015-103

A. General.

1. Preliminary plat approval shall be null and void if any condition enumerated herein is not satisfied.
2. As provided in RCW 58.17.140, a final plat meeting all applicable requirements must be submitted to the city for approval within five years of the date of preliminary plat approval; provided, however, the applicant must comply with any otherwise applicable provisions of the city’s code, including those pertaining to extension of the approval period presently found at RMC 24.12.055, or as may subsequently be amended.
3. No construction or site development activities related to the plat may be undertaken until the land-use and engineering approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
4. Unless modified by the Public Works Director, Applicant shall comply with requirements of applicable utility service providers, including – but not limited to – purveyors of sewer, water, irrigation, electricity, gas, and telecommunication (phone, internet, television, cable) services.
5. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and or amended by the City.
6. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant’s responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits/licenses shall be considered conditions for this project.
7. The final engineering plans and final plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.

B. Conditions, based on recommendations from the City’s Technical Advisory Committee, Exhibit 15.

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. Prior to final plat approval all improvements required under the Land Use and Development Regulations adopted for the Badger Mountain South Subarea shall be installed and accepted by the City or the developer shall provide bonding or other sufficient security acceptable to the City ensuring their installation.
3. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): “Address

numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”

4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City’s performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: *“Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision.”*
5. All construction located within the boundaries of this plat shall conform with the requirements of the Land Use and Development Regulations (LUDR) adopted by the City of Richland for the Badger Mountain South Community. To ensure that future lot buyers are properly informed of the specific LUDR requirements, the following notes shall be placed on the final plat:
 - a. *“All residential structures to be constructed within this plat, shall be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) standards 13-D.”*
 - b. *“All residential lots shall be improved within landscaping at the time a certificate of occupancy is issued for any residential use on that lot in accordance with the landscape standards contained in Section 11.E of the Land Use and Development Regulations for the Badger Mountain South Community.”*
 - c. *“All residential structures located within this plat shall conform to the Building Type Standards contained in Section 8 of the Land Use and Development Regulations for the Badger Mountain South Community.”*
 - d. *All residential structures located within this plat shall conform to the Sustainable Standards contained in Section 12 of the Land Use and Development Regulations for the Badger Mountain South Community.”*
6. Development shall comply with all applicable requirements of the Badger Mountain Irrigation District including but not limited to requirements for design and installation of an irrigation system and related easements.
7. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries and shall specify the particular lots within each phase of development that are reserved for housing types other than single family units. This requirement is intended to ensure compliance with Section 8 of the LUDR that mandates at least two housing types per block.
8. Pedestrian pathways within designated access easements as depicted on the Overall Site Plan (Exhibit 5) within each phase of development shall be hard surfaced at the time the final plat for that particular phase is constructed.
9. At the time that engineering plans for each phase of development are submitted to the City for review, the applicants shall include construction plans for the proposed green infrastructure improvements associated with that particular phase of development.
10. The applicants shall submit a plan for the landscape/fencing treatment for the lots along the westerly and southerly boundary of Road H to the City planning staff for review and approval. Once approved, the treatment plan shall be installed at the time of final plat construction for that particular phase of development.
11. Two sewer stubs shall be provided to the adjacent Richland School District property.
12. Prior to any construction activities taking place on site, the applicants shall demonstrate compliance with the Environmental Mitigation Conditions identified Exhibit B of the Master Agreement between the City of Richland and Nor Am Investments, LLC and as identified in the City’s Planned Action Ordinance. Specifically, the following conditions shall apply:

- a. Erosion control measures as required by City of Richland shall be implemented; vegetative cover on exposed soils shall be provided as soon as practicable following clearing and grading activities; water of exposed soils shall be performed in accordance with Benton Clean Air Authority requirements; soils shall be compacted at densities appropriate for planned uses.
- b. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan.
- c. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval based on the Washington State Department of Ecology Stormwater Management Manual for Eastern Washington. All construction work shall be performed in accordance with the provisions of the approved erosion control plan, which shall be consistent with City standards.
- d. The applicant shall conform to City noise standards.
- e. Transportation mitigation measures shall be applied as analysis indicates following study at the time that the development generates 500 peak hour trips. The mitigation measures identified through the further analysis shall be implemented in accordance with the planned action ordinance.
- f. Potable water systems shall be designed and constructed in accordance with City standards
- g. Sewer systems shall be designed and constructed in accordance with City standards.
- h. All single-family residences and duplexes shall be constructed with a residential fire sprinkler system.
- i. Energy conservation measures and sustainability standards as established in the LUDR shall apply to new construction within the proposed project.

C. Conditions based on Civil and Utility Engineering Comments, Exhibit 14.

1. The boundary of the plat shall be clearly defined. All streets and tracts that are to be a part of this project shall be delineated with a border. Dallas Road and I-82 shall be clearly depicted in the vicinity map as well.
2. *[Removed from initial recommendation, because Tract F, an Open Space tract, is adequately depicted in Exhibit 2, on sheets C0.01 and C1.13. This comment is placed here, to retain the same numbering system in the original staff recommendation].*
3. All final plans for public improvements shall be submitted prior to pre-construction 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 the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, Mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The Mylar record drawings (including street lights) 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.

4. 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.
5. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and its 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.
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 permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the 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 final plan submittal.
7. When 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. After approval by the City of the paper copy, a Mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
8. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.
9. A pre-construction ("pre-con") conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
10. 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'.
11. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
12. All construction plan sheets shall include the note "*CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811").*" Or: <http://www.call811.com/>
13. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for 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.
14. 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:

15. Public improvement design shall follow the following general format:
- A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material.
 - K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case-by-case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and 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.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

16. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
17. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

18. **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) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).

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

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

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

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

Traffic & Streets:

19. Left turn lanes and right turn pockets shall be constructed on Dallas Road at the Badger Mountain Parkway intersection at the time of Phase 1 construction per the Master Agreement.
20. The south half of Badger Mountain Parkway (including frontage improvements), shall be constructed a minimum of 32-feet wide from Dallas Road to the future roundabout concurrent with phase 1 construction.
21. Badger Mountain Parkway shall be constructed to full width, including all frontage improvements, from Dallas Road to the roundabout at Ava Way concurrent with the phase that generates the 500th peak hour trip within the West Village preliminary plat.

22. The extension of Ava Way from West Vineyards to the roundabout at the intersection with Badger Mountain Parkway shall be constructed and completed when Badger Mountain Parkway is constructed to full-width. This will also include the complete build-out of the roundabout.
23. A traffic signal shall be constructed at the Dallas Road/Badger Mountain Parkway intersection concurrent with the phase that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development. The developer may achieve compliance with this condition either by completing the signal construction at the appropriate time, or by participation in a traffic impact fee program adopted by ordinance by the City Council at a future date.
24. A specific cross-section of Badger Mountain Parkway was not included on sheet C1.15 of the pre-plat submittal. A cross section of this roadway and its median are needed along with a proposed cross section of the “half street” that shall be constructed concurrent with phase 1. The cross sections supplied shall be compliant with the street sections noted in the LUDR agreement.
25. A ten-foot public utility easement shall be provided along all road frontages and shown on the face of the final plat.
26. Tracts “D” and “E” (future roads) shall be built to the South plat boundary at the same time that the phase that contains them is constructed.
27. All mid-block pedestrian pathways need to be shown on both the pre-plat and construction plans and built to city standards. Said pathways shall be dedicated to the City of Richland at the time of final platting.
28. Sidewalks shall be installed along all public right of way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
29. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an “Arterial Collector” street, and “Road H” is classified as a “Neighborhood Collector” street. Subsequently, no driveways accessing single-family lots will be allowed onto them.
30. All intersections of private roadways or alleys with City streets shall be standard commercial driveway drops constructed to City standards.
31. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
32. On-street parking and “No Parking” areas shall be as defined in the Badger Mountain South Land Use and Development Regulations current at the time of development. All parking restrictions shall be noted on the final construction plans and final plats.
33. Homes whose sole access is the proposed “rear alley easement” road section may have to place their garbage cans at locations acceptable to City solid waste collection vehicles.
34. 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 turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

35. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. The existing 12-inch watermain stub off Dallas Road shall be extended to the project site at the time that Badger Mtn Parkway is constructed.
36. The existing 12-inch watermain in Ava Way in the plat of West Vineyards to the north shall also be extended to this plat to provide a “looped” water system which provides redundancy and helps eliminate stagnant water. This water extension shall be done at the same time that Ava Way is constructed.
37. Domestic water shall be extended to the adjoining properties adjacent to the pre-plat, provided they are in the correct pressure zone.
38. 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.
39. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

40. The closest sanitary sewer available for this development is located in Dallas Road to the west. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
41. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
42. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

43. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. 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.
44. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant’s design shall provide runoff protection to downstream property owners.
45. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the

system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

46. 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. 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.
47. 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.
48. 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").
49. 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 24 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 perk within 24 hours.
50. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
51. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
52. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
53. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
54. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

55. 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. After approval by the City of the paper copy, a Mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted

in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

56. 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 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 prior to application for final occupancy.
57. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
58. 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.
59. 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. A note shall be added to the face of the final plat that states: *"The private roads & alleys 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"*.
60. A note shall be added to the face of the plat that states: *"The private drives & alleys within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."* Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
61. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
62. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an "Arterial Collector" and "Road H" is classified as a "Neighborhood Collector" street. Subsequently, no driveways accessing single-family lots will be allowed onto them.
63. A one-foot "No access / screening easement" will be required along the Dallas Road, Badger Mountain Parkway and "Road H" rights-of-way.
64. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
65. Any unpaid L.I.D. assessment(s) attached to any property included within the plat must be paid in full or segregated per Richland Municipal Code 3.12.095.
66. Any restricted parking areas on public streets shall be indicated on the final plat documents.

**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: West Village Preliminary Plat

LOCATION: Within the Badger Mountain South Master Planned Community, east of Dallas Road and south of the plat of West Vineyard.

APPLICANT: Nor Am Investment, LLC

FILE NO.: S2015-103

DESCRIPTION: Request to divide a 240.89 acre site into 558 single family residential lots, together with two multifamily tracts totaling 23 acres; a 40 acre open space tract; a 30 acre future City park site and a 1.24 acre commercial tract.

PROJECT TYPE: Type III Preliminary Plat

HEARING DATE: December 17, 2015

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval subject to completion of proposed conditions.

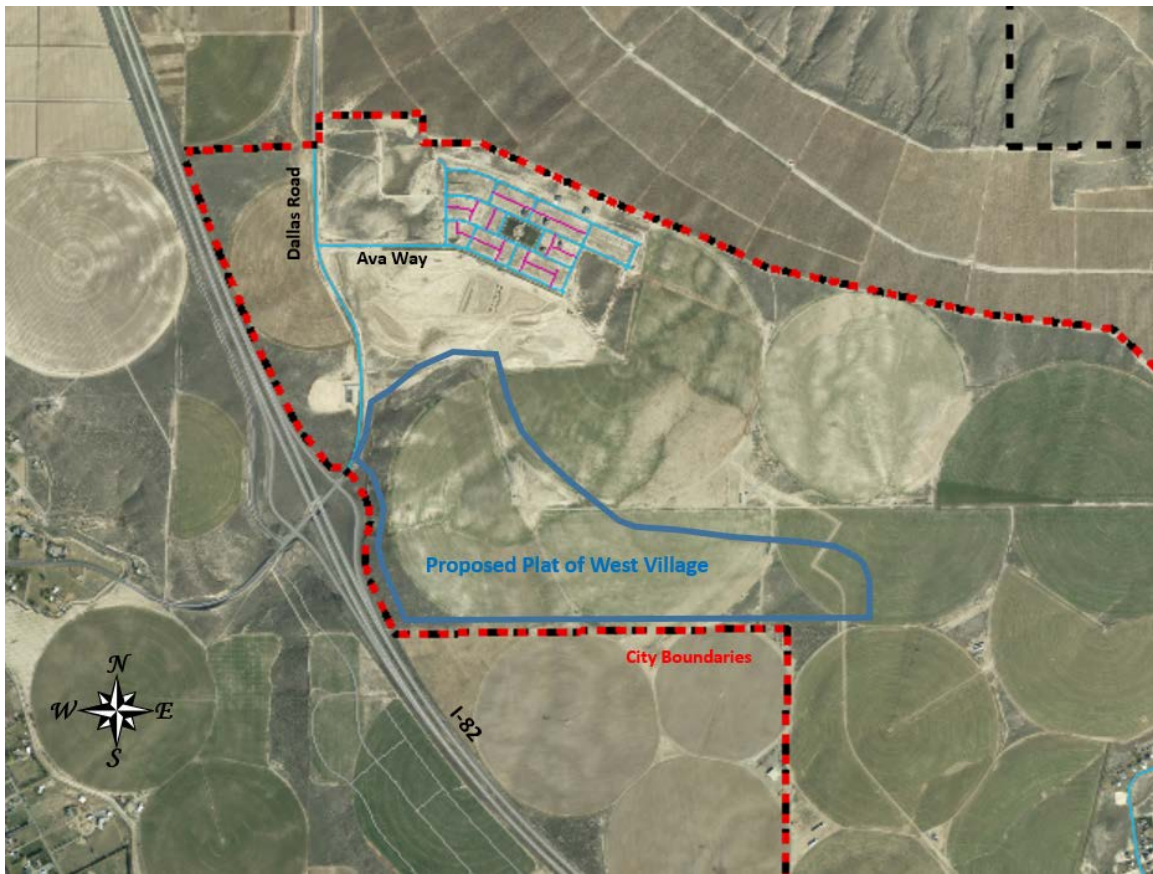


Figure 1 - Vicinity Map (site highlighted in blue)

DESCRIPTION OF PROPOSAL

Nor Am Investment, LLC has filed an application for a preliminary plat to divide a 240.89 acre tract into a development that would include 558 single family residential lots; a 17.3 acre multi-family tract; a 5.6 acre tract for either commercial or multi-family development; a 1.2 acre commercial tract; 43.55 acres of public streets; a 30 acre tract for a future City park; and a 40 acre open space tract. Single family lots would range in size from 6,185 square feet to 17,216 square feet, with an average lot size of 7,928 square feet.

Access to the plat would be provided from a new road (Badger Mountain Parkway) that would intersect with Dallas Road and extend eastward to the plat. The Richland School District owns a 52 acre tract that is located immediately north and east of the proposed plat. The project includes construction of pedestrian trails that would run through the open space tract located along the western boundary of the plat.

Attached please see Exhibits 1 – 10, which comprise all the application materials submitted for the proposal.

COMPREHENSIVE PLAN

The subject property is part of the Badger Mountain South Subarea Plan, which was developed in 2010. The plan calls for the development of a master planned community known as Badger Mountain South that is intended to be a mixed use, walkable and sustainable community of up to 5,000 dwelling units. The plan calls for small lot residential development with some multi-family, commercial and office uses with generous open spaces and extensive pedestrian trails. In recognition of the intended unique character of the master planned area, the City worked with Nor Am Investment, LLC to adopt a set of development regulations that specifically apply to the Badger Mountain South Subarea Plan known as the Land Use and Development Regulations (LUDR). The City also adopted a Planned Action Ordinance for the subarea based on a supplemental environmental impact statement that was prepared for the master planned community.

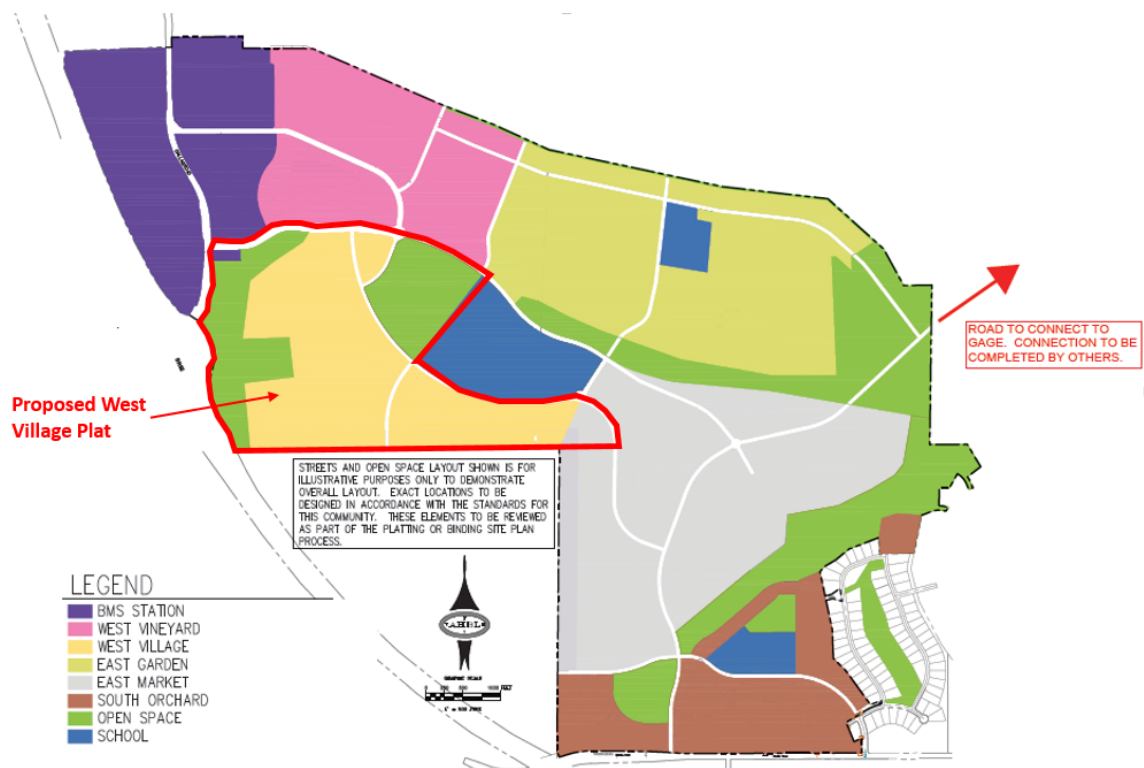


Figure 2 – Badger Mountain Subarea Plan

LUDR PROVISIONS

The subject property and the adjacent properties to the south, east and north are included in the Badger Mountain South Subarea plan and LUDR regulations. The proposed plat includes land within the following districts:

Neighborhood Collector (BMS-NC): The Neighborhood Collector District allows a variety of multi-family attached housing options as well as smaller scale commercial and mixed uses.

Neighborhood General (BMS-NG): The Neighborhood General District makes up the largest area of Badger Mountain South. This District allows single-family detached residential with a mix of smaller scale attached housing options.

Neighborhood Edge (BMS-NE): The Neighborhood Edge District allows residential uses in detached single-family houses and related uses that are compatible and common to single-family houses.

Civic (BMS-CIVIC): The Civic District contains the open space, parks, schools, civic and community spaces. Development in this District is primarily intended for Civic, Community and Institutional Facilities.

Commercial Mixed Use (BMS-SD-CU): The Commercial Mixed Use Special District is a local destination for employment, shopping, dining, entertainment and recreation.

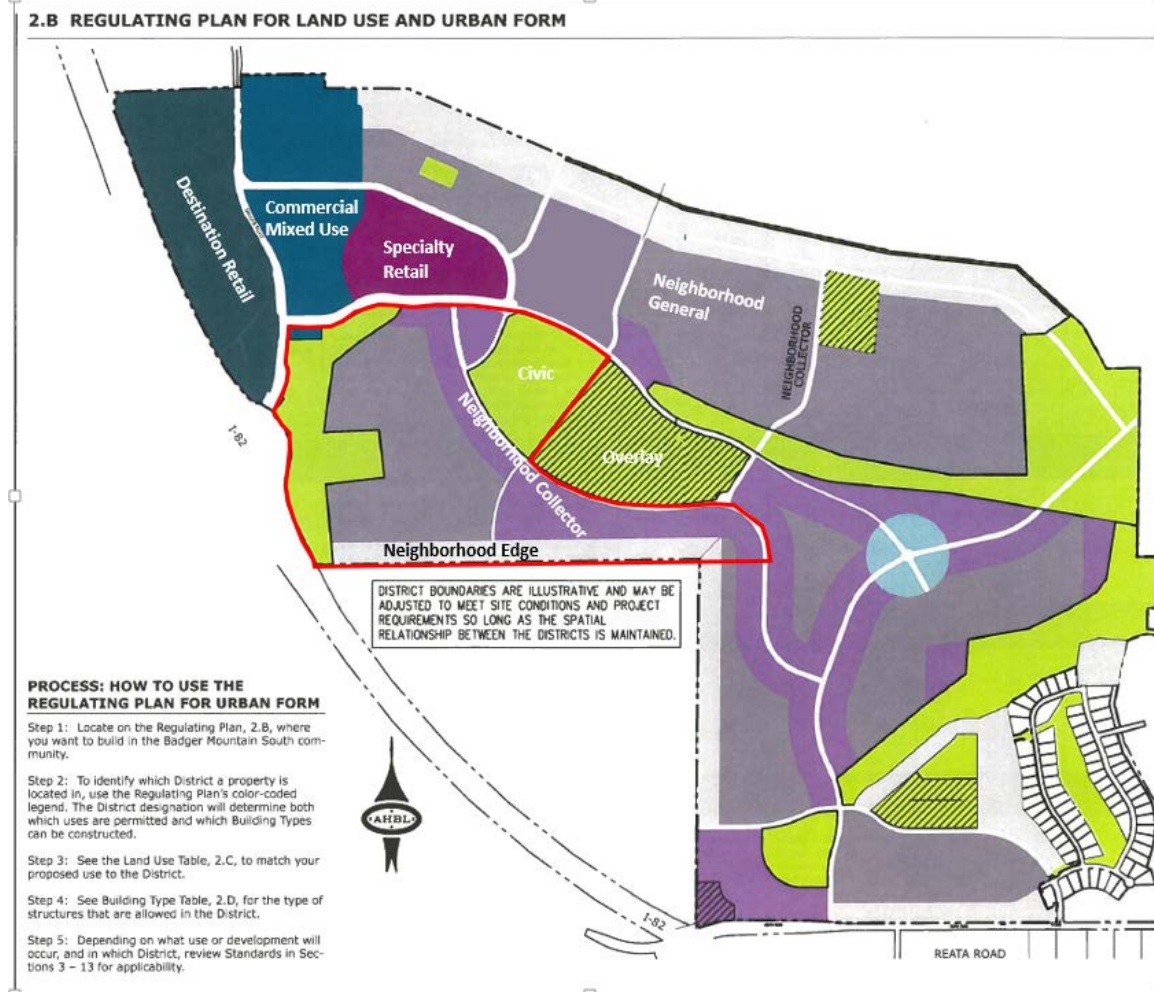


Figure 3 – Regulating Plan for Land Use and Urban Form

Single-family residential uses are permitted in the Neighborhood Edge, Neighborhood Collector and Neighborhood General districts. Both the Neighborhood Collector and Neighborhood General districts allow multi-family residential uses. Further, the Neighborhood Collector districts allows for some retail and service uses. The Commercial Mixed-Use district allows for a wide variety of retail, service and office uses, while the Civic district is restricted to public facilities and recreational uses.

Dimensional Standards

The following dimensional standards apply to single family residences:

Standard	BMS-NE	BMS-NG	BMS-NC
Minimum Front Yard Setback	15 ft.	10 ft.	10 ft.
Maximum Front Yard Setback	35 ft.	20 ft.	20 ft.
Rear Yard	15 ft.	15 ft.	15 ft.
Side Yard	6 ft.	5 ft.	5 ft.
Side Street Setback	10 ft.	10 ft.	10 ft.
Maximum Building Height	30 ft.	30 ft.	35 ft.
Parking Requirements	1 space/unit	1 space/unit	1 space/unit

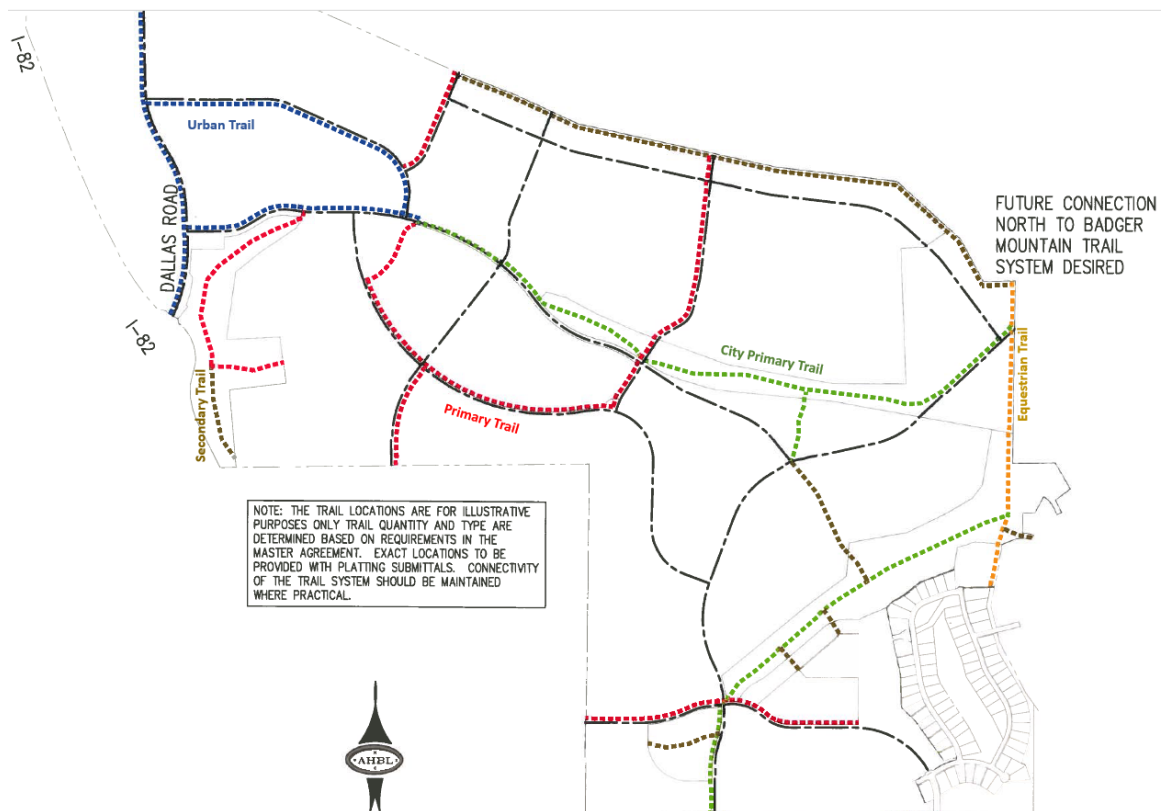


Figure 4 – Trail Layout Plan

Trail Standards

The LUDR identifies a system of pedestrian trails throughout the master planned area. The trail segment located along proposed Road H and Road M are designated as primary trails, as is much of the trail that is planned for the open space tract along the western boundary of the project site. The southerly extension of this trail is considered a secondary trail. The design standards for primary trails (refer to Section 5.I of the LUDR) requires a 10 foot wide concrete or asphalt surface, while the secondary trail requires a 5 foot wide crushed gravel surface.

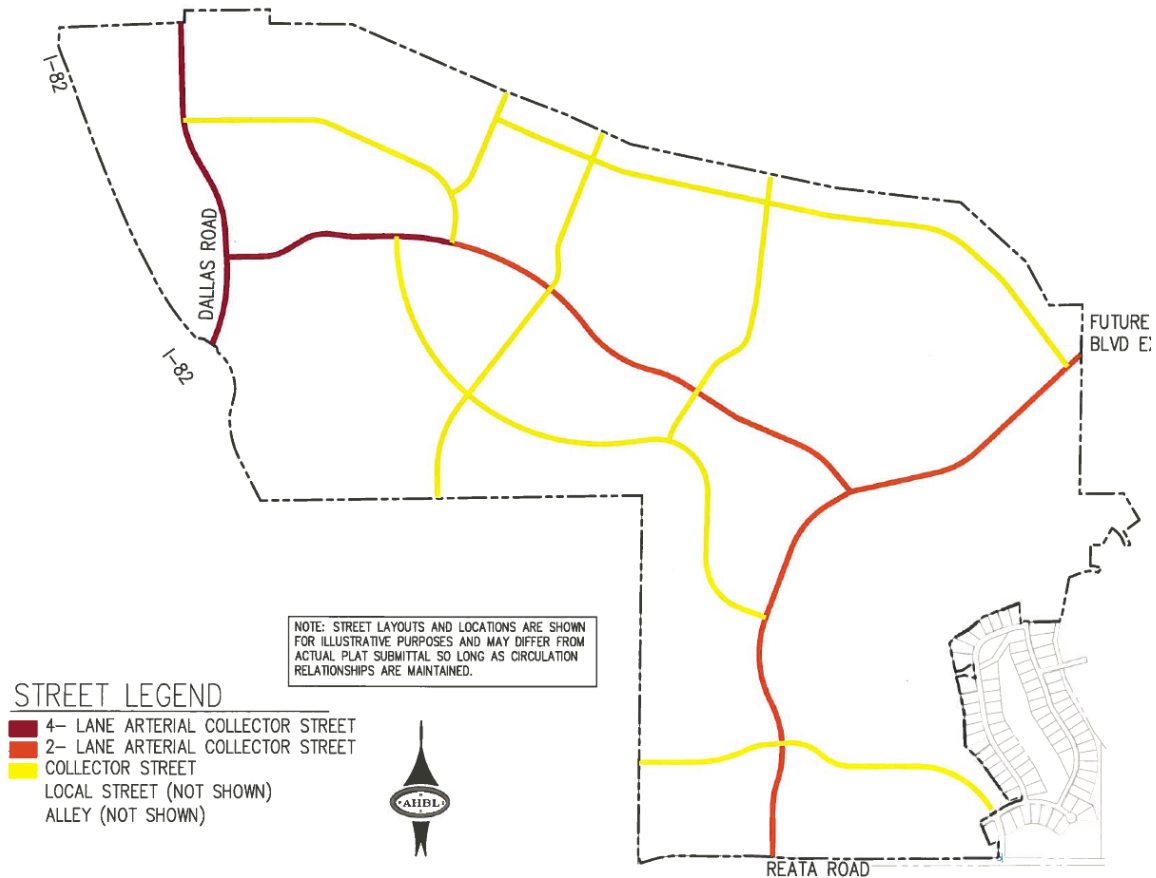


Figure 5 – Regulating Plan for Streets

Street Standards

Badger Mountain Parkway, which is the primary entrance into the community would extend from Dallas Road and would provide access to the project site. It is planned to be a 4 lane arterial collector street. Proposed roads H and M are classified as 2 lane collector streets, comprised of 38 feet of paved surface, with curbs, gutters, sidewalks and landscape strips (refer to Section 6.E of the LUDR). All other streets within the proposed plat would be considered local streets and built to a standard consisting of a 32 foot wide paved surface with curbs, gutters, sidewalks and landscape strips. One block within the proposed plat (located

between Roads J and M) would be served by an alley improved to a 12 foot wide paved surface with 4 foot gravel shoulders.

Block Standards

Section 7.B of the LUDR establishes requirements for the configuration of blocks. Within both the Neighborhood General and Neighborhood Collector districts, at least two housing types per block are required. Section 8.B lists the housing types that are permitted within each district. Some of the housing types otherwise permitted in the district would not fit on the lots within the proposed plat because the lots are not large enough to meet the minimum lot width standards for courtyard housing (125 ft. minimum width). Building types that are permitted and that meet minimum lot width standards for the lots proposed in the plat include single family house – street access, single family house – alley access, cottage court, paired house (duplex), mansion apartment, row house/town house, stacked unit building and a live-work building.

The applicants have identified the specific lots intended for building types other than single family housing to fulfill the requirements of this section. (Refer to Exhibit 5.)

Density Requirements

Chapter 7.C of the LUDR establishes density targets for each of the neighborhoods within the Badger Mountain South community. The West Village neighborhood requires a minimum of 830 units and a maximum of 1,040 units. At least 10% of the areas designated as Neighborhood Collector shall be used as multi-family or commercial space. The Master Agreement Consistency Recommendation estimates that the West Village plat will include approximately 350 multi-family units. Together with the 558 single family lots, the project will result in at least 908 residential units.

Procedural Requirements

Section 1H of the LUDR requires that a master agreement consistency determination be issued by the Planning Manager for any development proposal located within the Badger Mountain South master planned community. This determination is made after consultation with the Badger Mountain South Master Plan Administrator. The applicants have provided a Master Agreement Consistency Recommendation (Exhibit 9). Staff has reviewed and accepted this recommendation and has issued a Master Agreement Consistency Determination (Exhibit 12).

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of rolling hills that are presently under agricultural production. No existing development immediately abuts the subject property; however, the

West Vineyard residential subdivision and Venito Villagio, commercial binding site plan, which are part of the overall Badger Mountain South master planned community, are located to the north.

CRITERIA FOR PRELIMINARY PLAT APPROVAL

Section 24.12.053 of the RMC sets forth the criteria that must be met before a preliminary plat application can be approved. It states:

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

- A. The preliminary plat conforms to the requirements of this title;
- B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;
- C. The public use and interest will be served by the platting of such subdivision and dedication; and
- D. The application is consistent with the requirements of RMC 19.60.095

RMC Section 24.12.050 designates the Hearing Examiner as the hearing body responsible for conducting the review of preliminary plat applications.

PUBLIC NOTICE

Application Date:	September 18, 2015
Notice of Hearing Mailed:	November 29, 2015
Notice of Hearing Posted:	November 29, 2015
Notice of Hearing Published	November 28, 2015
Public Hearing:	December 17, 2015

Copies of the notices and affidavits are included in Exhibit 11.

UTILITY AVAILABILITY

The project would be served by City domestic water, sewer and electrical power services. The project would tie into an existing 12 inch water main that is located north of the project site and has capacity to provide domestic water and fire flow for the project. (Refer to Exhibit 4.) Sewer lines would be extended from the

northwest and would feed into an existing pump station. Electrical power service would be provided from existing lines that serve the West Vineyards plat. Badger Mountain Irrigation District would provide irrigation water.

TRANSPORTATION

Access to the project would be provided through the construction of a new road - Badger Mountain Parkway, which would extend east from Dallas Road and then tie into the interior road system that would serve the plat. Under the provisions of the master plan, Badger Mountain Parkway is intended to be a four lane arterial street that will serve as the primary entrance into the community. Initially, however, the applicants are planning to construct only the southerly two lanes of this street.

The plat eventually will have streets that will connect to the existing West Vineyards residential plat to the north, as well as to the commercial area, Venito Villagio, which is the location of the existing Country Mercantile store. However, those future street connections are not proposed at this time. Provisions for future connection to the undeveloped properties to the south, which lie outside both the boundary of the Badger Mountain South community and the City limits have been included in the plan (Roads C and M).

Pedestrian access throughout the subdivision would be provided by sidewalks that would parallel the street system plus the pedestrian trail that would meander through the open space tract along the western boundary of the subdivision and the primary trail segments paralleling Roads C, H and M. Finally, there are several pedestrian easements that would provide mid-block connections to provide for more direct travel routes to the future park and school sites.

SEPA

A Supplemental Final Environmental Impact Statement was completed for this site at the time that the City adopted a subarea plan for the Badger Mountain South area in 2010. The property was annexed at that time and the City adopted a Planned Action Ordinance for the Badger Mountain master planned community. The effect of the Planned Action Ordinance is that standard SEPA review is not required, provided that any project proposed within the boundaries of the master planned community is consistent with the master plan and that the mitigation measures identified in the adopted SEPA documents are followed and documented via a modified checklist (refer to Exhibit 10). Projects that are determined to be consistent with the subarea plan, the master agreement between the City and Nor Am Investment and the mitigation measures enumerated in the adopted SEPA documents are issued a Planned Action Consistency Determination (refer to Exhibit 13).

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Comments are attached from the Richland Public Works Department (Refer to Exhibit 14).

Richland Energy Services stated that they have power available to serve the project from an existing circuit located adjacent to the Country Mercantile Store. Easements will need to be provided for the power lines.

The Richland Fire Department noted that each home within the plat will need to be served with a residential fire sprinkler system.

The Richland School District which owns the property adjacent to and northeast of the proposed project requested that two sewer stubs be provided to their property, as it is intended to serve as two future school sites. The plans presented only show a single sewer stub.

Charter Communications noted that they have fiber in the existing West Vineyards subdivision and can extend it to serve the plat.

PUBLIC COMMENTS

At the time this report was prepared, the City had not received any comments from the public.

ANALYSIS

The criteria approval of a preliminary plat application are reprinted here, with a summary of how the application complies with the standard:

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

The City's subdivision regulations set forth specific requirements for the filing of an application, how notice of the application is to be provided and requires that the Hearing Examiner conduct a public hearing and make recommendation to the City Council. These steps have been followed to date.

Section 24.04.060 of the RMC specifies that when the City enters into a development agreement governing the development of a master planned community of over 1,000 acres, the provisions of the agreement supersede the provisions of the City's subdivision regulations. In this case, the Badger Mountain South LUDR takes precedence over the standards contained in the subdivision regulations. The LUDR also imposes a requirement that the City issue a Master Agreement Determination of Consistency, which has been

completed and which demonstrates that the project is consistent with the provisions of the LUDR.

Some of the LUDR provisions would be addressed at the time that homes are built on the future lots. Notice of these LUDR requirements could be provided through notes on the final plat document, which would inform future lot purchasers that homes constructed within the plat would have to be provided with fire sprinkler systems; that home builders would be subject to park mitigation fees; and that future construction would have to meet the sustainability standards contained in Section 12 of the LUDR and with the design requirements established within Sections 3 and 8 of the LUDR.

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;

- The proposed plat includes provisions for open space through the proposed creation of a 30 acre future City park site and through the set-aside of a 40 acre open space tract.
- The plat includes a plan for grading and drainage that would use a portion of the open space tract for storm water treatment and flow control. The provisions of the planned action for Badger Mountain South require that Department of Ecology Stormwater Management Manual for Eastern Washington be used in the design of the drainage plan.
- The proposed street system would provide access from Dallas Road along Badger Mountain Parkway, an arterial street that is intended to be the primary access point into the Badger Mountain South community. The proposed street configuration of collector streets includes Roads H and M, which are designated as collector streets under the LUDR. All the streets within the project would be public streets built to the standards identified in the LUDR, except for one private alley way, located between Road J and Road M. This proposed alley would also be constructed in accordance with LUDR standards.
- The site is located within the Ben Franklin Transit service area, but no bus service is provided to the neighborhood currently. The transit service was given an opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.
- The plat would be served by City domestic water. Capacity is available within the City's system to provide for both domestic water and fire flow needs.
- The plat would be served by Badger Mountain Irrigation District. The district currently provides water to the agricultural uses on-site.

Conversion of the property from agricultural to residential uses would not result in an increase in the amount of irrigation water usage.

- The plat would be served by City sewer. The City system has capacity to serve the proposed development.
- The plat would be served by City electrical energy. The City system has adequate capacity to serve the project.
- The plat includes provisions for recreation including the set aside of a 30 acre future park site and the set aside of a 40 acre open space tract. The LUDR regulations call for the payment of a parks mitigation fee for each dwelling unit constructed within the plat and also specifies a schedule for green infrastructure improvements which would result in the construction of 14,868 lineal feet of trails.
- The project site is adjacent to property under the ownership of the Richland School District. The LUDR establishes the site as the future location for two public schools.
- The project provides for walking paths and sidewalks throughout the subdivision that would accommodate and provide safe walking routes and conditions for school children walking to and from school.

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

The proposed project is consistent with the comprehensive plan and with the provisions of the LUDR.

D. The application is consistent with the requirements of RMC 19.60.095, which states:

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.

The proposal is consistent with the subarea plan and with the provisions of LUDR and the applicable requirements of the municipal code as outlined above.

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

Chapter 22.09 is the City's adoption of the State Environmental Policy Act provisions. The project falls under the Planned Action Ordinance adopted by the City in 2010 and which is based on the Supplemental Final Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan. The project is implementing all the applicable environmental mitigation measures as identified in the modified environmental checklist submitted for this project.

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

The project is consistent with the City's comprehensive plan and development regulations and in therefore would be considered beneficial to public health, safety and welfare and would be in the public interest.

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

The project will follow the environmental mitigation as specified in the City's adopted planned action and would not result in any transportation facility falling below a level of service D.

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

The conditions of approval recommended for this project are as a direct result of imposing City design standards and development standards as contained in the LUDR and in the environmental mitigation conditions identified in the modified environmental checklist and are directly related to the impacts of the proposed development.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for the preliminary plat application of Sunshine Ridge (S2015-103) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 15) based on the following findings:

Findings of Fact:

1. The Richland Comprehensive Plan for this area is the Badger Mountain South Subarea plan and the project site is located within the Badger Mountain South Master Planned Community. The property is subject to the provisions of the Land Use and Development Regulations adopted for this planned community, which designate the project site as part of the

Neighborhood Edge, Neighborhood General, Neighborhood Collector, Commercial Mixed-Use and Civic land use designations.

2. The provisions of the LUDR establish target densities for each neighborhood within the Badger Mountain South planned community. The West Village neighborhood requires a minimum of 830 units and a maximum of 1,040 units.
3. The proposed preliminary plat consists of a 240.89 acre site into 558 single family residential lots, together with two multifamily tracts totaling 23 acres; a 40 acre open space tract; a 30 acre future City park site and a 1.24 acre commercial tract.
4. The Master Agreement Consistency Recommendation anticipates approximately 350 multi-family dwellings within the West Village neighborhood, resulting in a total of approximately 908 dwelling units.

Conclusion of Law:

The proposed preliminary plat is consistent with and would provide for development of the subject property in conformance with the densities and land use types envisioned in the Land Use and Development Regulations which the City has adopted for the Badger Mountain South Community.

Findings of Fact:

5. The site is subject to both the provisions of the Land Use and Development Regulations (LUDR) for the Badger Mountain South Master Planned Community and the Master Agreement between the City of Richland and Nor Am Investment, LLC.
6. All proposed developments subject to the Badger Mountain LUDR regulations are required to be reviewed by the Badger Mountain South Master Plan Administrator. The Administrator has issued a Master Agreement Consistency Recommendation (as provided for in Section 1.H of the LUDR) stating that the application meets the terms and obligations of the approved Master Agreement and the requirements of the LUDR.
7. City staff reviewed the application and the Master Agreement Consistency Recommendation and has issued a Master Agreement Consistency Determination as required by the LUDR.

Conclusion of Law:

The proposed subdivision, as conditioned, follows the provisions and requirements of the Badger Mountain Land Use and Development Regulations and the Master Agreement between the City of Richland and Nor Am Investment, LLC.

Findings of Fact:

8. Section 24.12.053 of the RMC sets forth standards for review of preliminary plats that require the Hearing Examiner to consider whether 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.
9. The proposed preliminary plat provides for the development of a street network that is consistent with the regulating street plan contained in the LUDR.
 10. The proposed preliminary plat includes provisions for the extension of domestic and irrigation water lines, electrical power lines, and sewer lines to serve the project.
 11. The proposed improvements to serve the preliminary plat are consistent with the standards and requirements contained in the LUDR and in the Master Agreement between the City and Nor Am Investment, LLC,
 12. The preliminary plat includes provisions for the construction of a pedestrian trail system along the westerly boundary of the proposed project and also includes provisions for the construction of a primary trail along future roads H and M, which is consistent with the trail layout plan set forth in the LUDR.
 13. The preliminary plat calls for the development of a 30 acre City park site in a location that is identified as a park site in the LUDR.
 14. The project calls for the development of trails and parks in a schedule that is consistent with the green infrastructure improvements called for in the master agreement between the City and Nor Am investment, LLC.
 15. According to municipal code (Chapter 22.12), the project is subject to payment of park mitigation fees, which will be used to fund future park improvements within the Badger Mountain South Master Planned Community.
 16. The preliminary plat includes provisions for the treatment and flow control of storm water that would be located within the designated open space tract.
 17. The Badger Mountain Subarea Plan identifies sites for future public schools. The Richland School District has purchased the site that is immediately adjacent to the subject property and has plans to construct both an elementary school and a middle school on this site.
 18. The proposed plat includes provisions for sidewalks and trails throughout the site and as conditioned, also provides for pedestrian walkways through the long blocks contained within the project to provide more direct paths of travel to pedestrians accessing both the future school and park sites.
 19. No bus service is currently provided in the vicinity of the project site. The Benton Franklin Transit Authority was given an opportunity to comment on the project but did not provide any comments.
 20. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report.

Conclusion of Law:

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

Findings of Fact:

21. The City has adopted a Planned Action Ordinance for the Badger Mountain South Master Planned Community.
22. Under the provisions of this ordinance, projects are not reviewed through standard State Environmental Policy Act provisions. Rather, review is conducted to determine if the proposed project is consistent with the mitigation measures enumerated in the master agreement.
23. The applicants submitted a modified environmental checklist for the project, which enumerated the specific mitigation measures that would be applied to the project.
24. On December 1, 2015, the City issued a letter of consistency, finding that the proposal is consistent with the mitigation measures included in the master agreement.

Conclusion of Law:

Pursuant to Chapter 22.09 of the RMC, impacts of the proposal have been appropriately identified and mitigated as set forth in the City's adopted Planned Action Ordinance.

Findings of Fact:

25. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
26. The provisions of the planned action ordinance call for the applicants to conduct traffic studies at the time that Badger Mountain South project generates 500 peak hour trips at the intersection of Dallas Road and the Badger Mountain Parkway. The ordinance further calls for the applicants to construct improvements as identified in the future traffic studies.

Conclusion of Law:

The proposed project would not result in a decline of transportation service levels within the area surrounding the project and so is consistent with the provisions of RMC 19.60.095.

Overall Conclusion:

Based on the above findings and conclusions, approval of the proposed preliminary plat of West Village is warranted because the project conforms to the City's adopted comprehensive plan, the applicable Land Use and Development Regulations and Master Agreement provisions, is consistent

with the requirements of the City's subdivision regulations and is consistent with the City's Planned Action Ordinance.

EXHIBIT LIST

1. Application Form
2. Preliminary Plat Map
3. Grading and Drainage Plan
4. Water and Sewer Plan
5. Overall Site Plan
6. Phasing Plan
7. Phasing Memo
8. Schedule of Park & Trail Improvements
9. Master Agreement Consistency Recommendation
10. Modified Environmental Checklist
11. Public Notices
12. Master Agreement Consistency Determination
13. Planned Action Consistency Determination
14. Comments from Public Works Department
15. Technical Advisory Committee Report

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

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor NOR AM INVESTMENT, LLC			
Address 12513 AVENUE DuBOIS SW		City LAKEWOOD	State WA
Zip 98498-5242			
Phone Number 253.468.8567	Fax Number NA	Other NA	
Proposed Subdivision Name WEST VILLAGE		Legal Description SEE ATTACHED	
Average Size Lots 7,844 SF		Proposed Number of Tracts 3	
Average Lot Size (Residential Lots) 7,844 SF		Area in Acres 158.56 AC	
Proposed Number of Lots 564		Proposed Number of Blocks 11	
Name of Surveyor Platting Subdivision JOHN BECKER, PLS (AHBL)			
Address 9825 SANDIFUR PARKWAY, SUITE A		City PASCO	State WA
Zip 99301			
Phone Number 509.380.5883	Fax Number NA	Other NA	

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



9/18/2015

Applicant's Signature

Date

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Signature _____

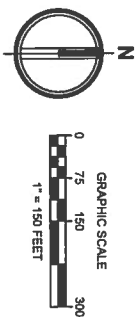
Case File No. _____

Date of Planning Commission Hearing _____

Action by Planning Commission - Minutes _____

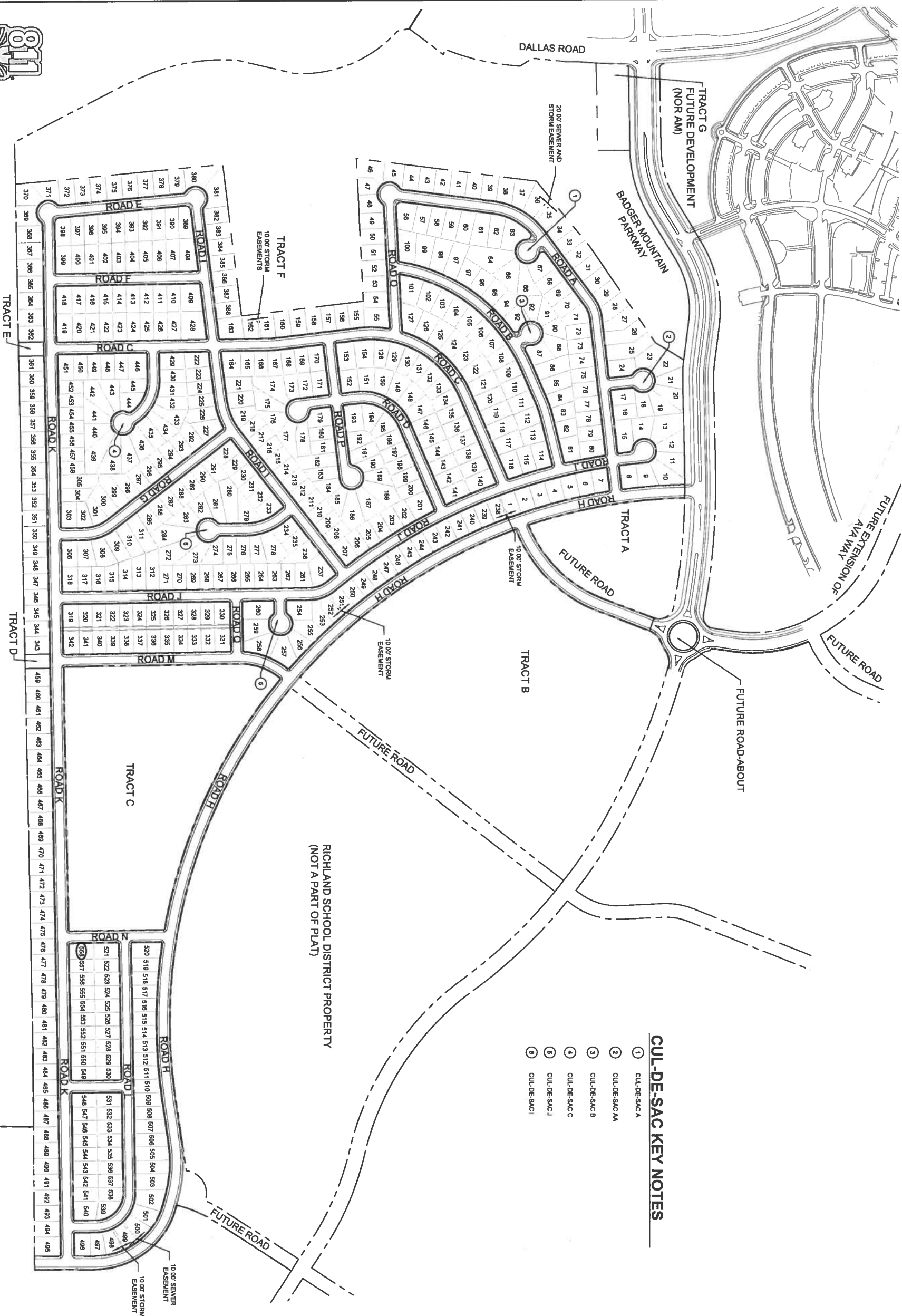
Attach:

1. 30 Copies
2. 11" x 17" reduction
3. Ownership Report from Title Company listing all Owners within 300-feet.



BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



- CUL-DE-SAC KEY NOTES**
- 1 CUL-DE-SAC A
 - 2 CUL-DE-SAC AA
 - 3 CUL-DE-SAC B
 - 4 CUL-DE-SAC C
 - 5 CUL-DE-SAC J
 - 6 CUL-DE-SAC I



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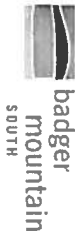
BADGER MOUNTAIN SOUTH
WEST VILLAGE

CLIENT:
NOR AM
INVESTMENT, LLC

JOB NO.
2133020

ISSUED BY: A. DUBI

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 1, 2015



OVERALL SITE PLAN

Sheet Title:
OVERALL SITE PLAN

Revisions:

Drawn by: Checked by:

DWG: **TS**

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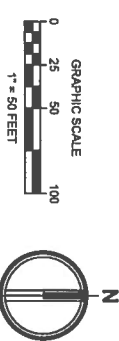
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BADGER MOUNTAIN SOUTH

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Client:
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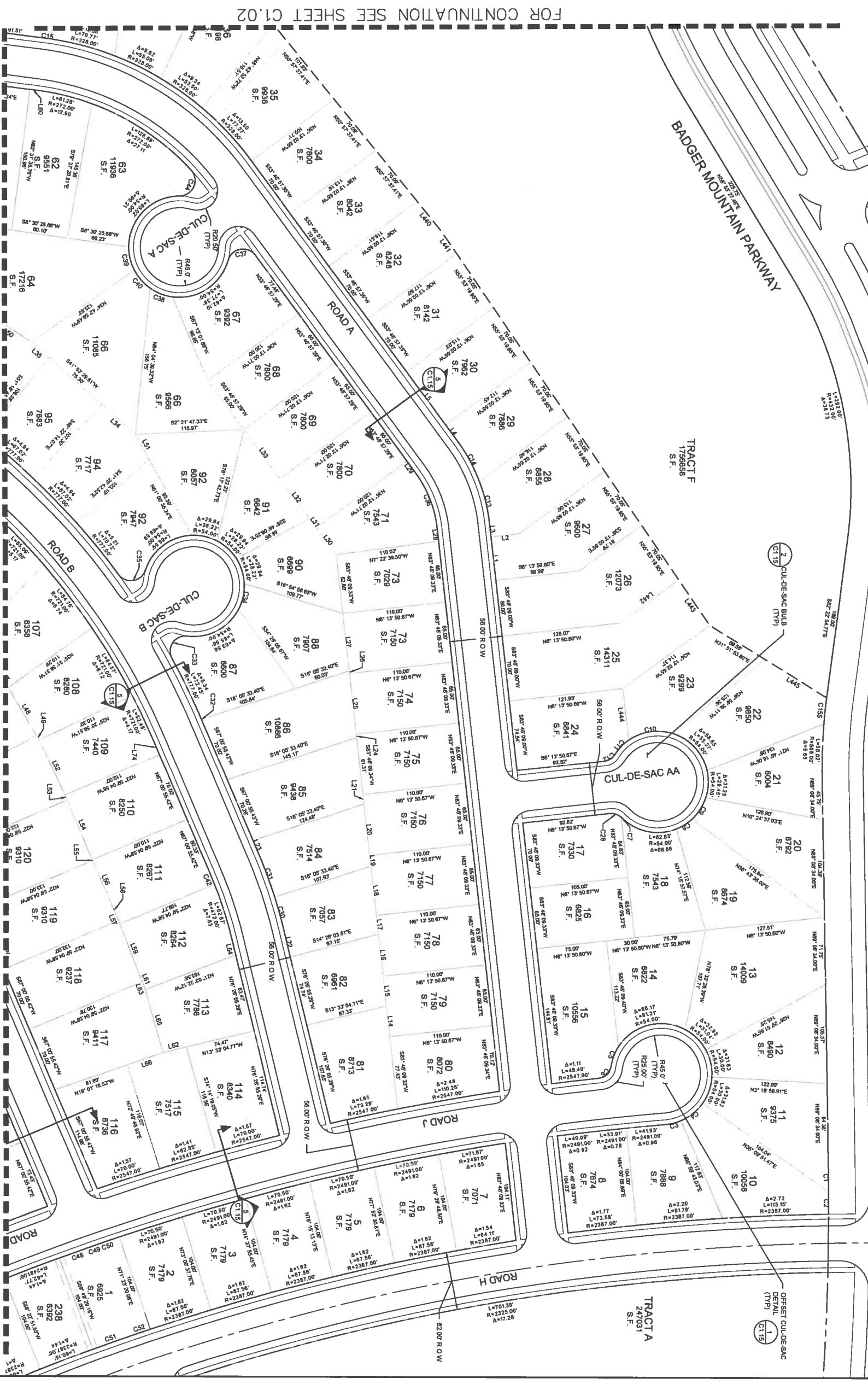
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Checked by: TJS
Designed by: CHS

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3 of 38 Sheets



FOR CONTINUATION SEE SHEET C1.02

FOR CONTINUATION SEE SHEET C1.02

FOR CONTINUATION SEE SHEET C1.03

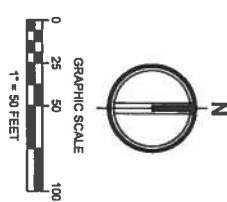


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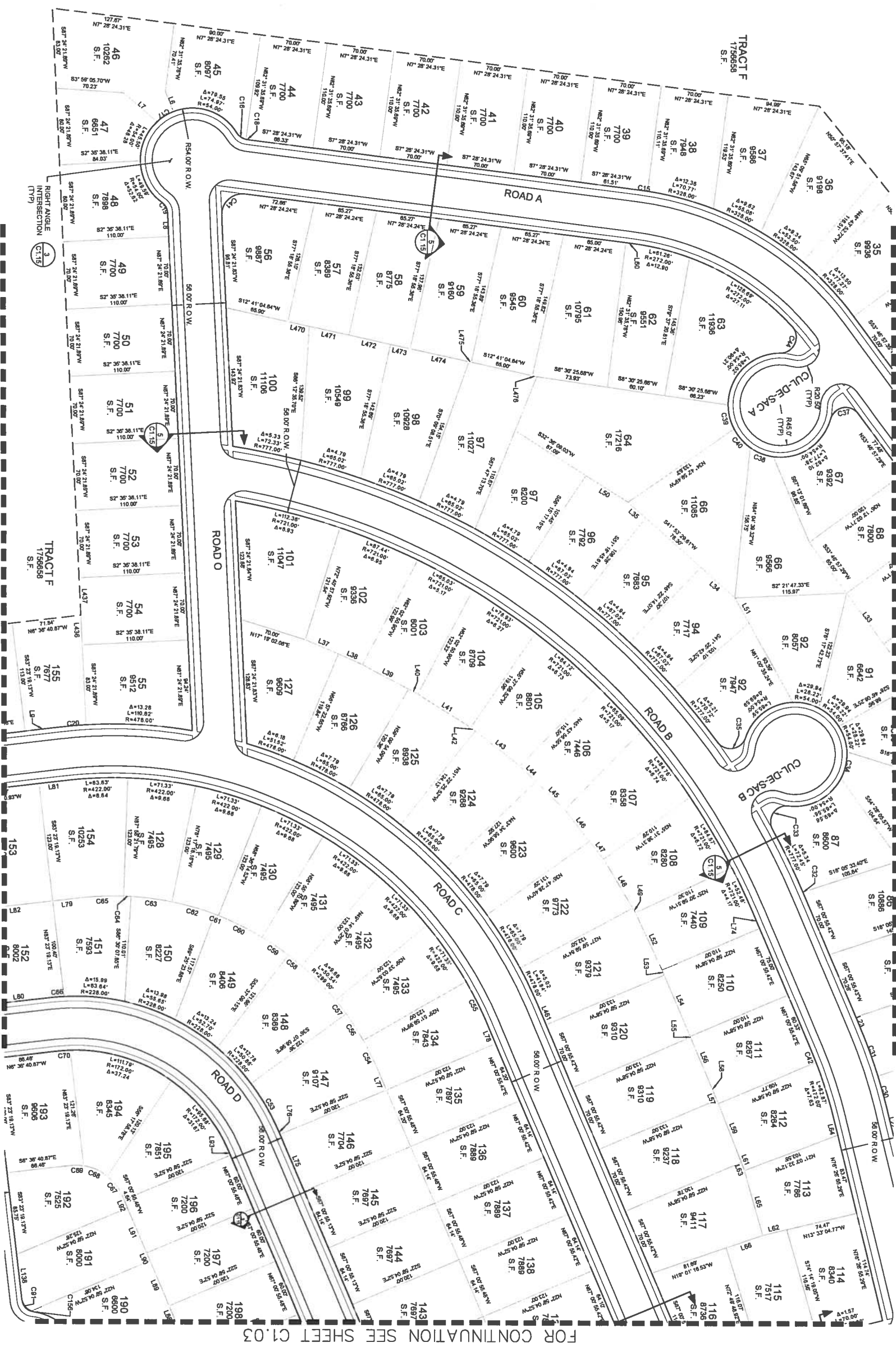
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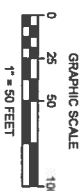
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BADGER MOUNTAIN SOUTH - WEST VILLAGE
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FOR CONTINUATION SEE SHEET C1.10



BADGER MOUNTAIN SOUTH

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badger mountain south

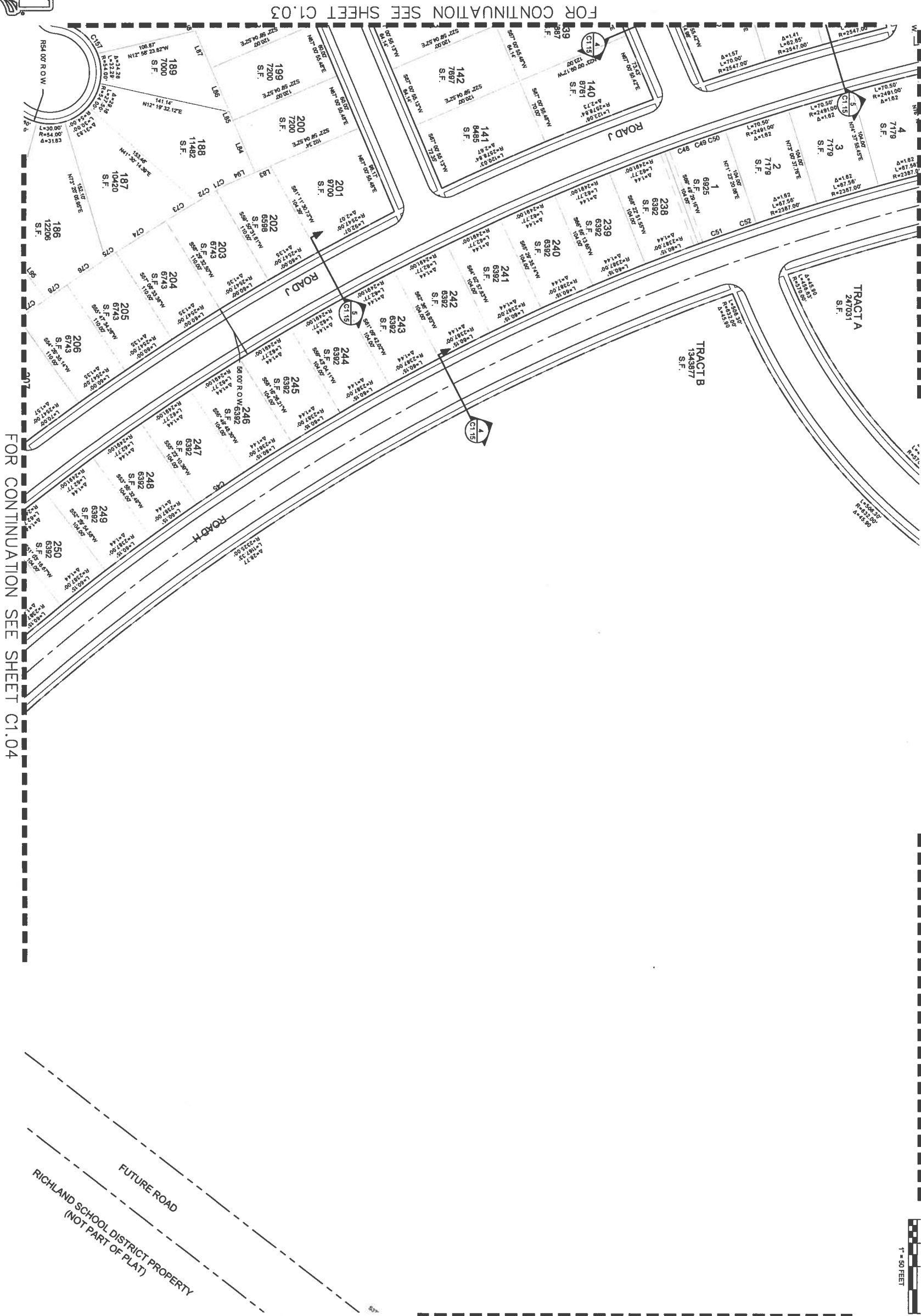
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FOR CONTINUATION SEE SHEET C1.04

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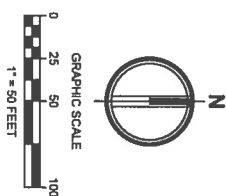


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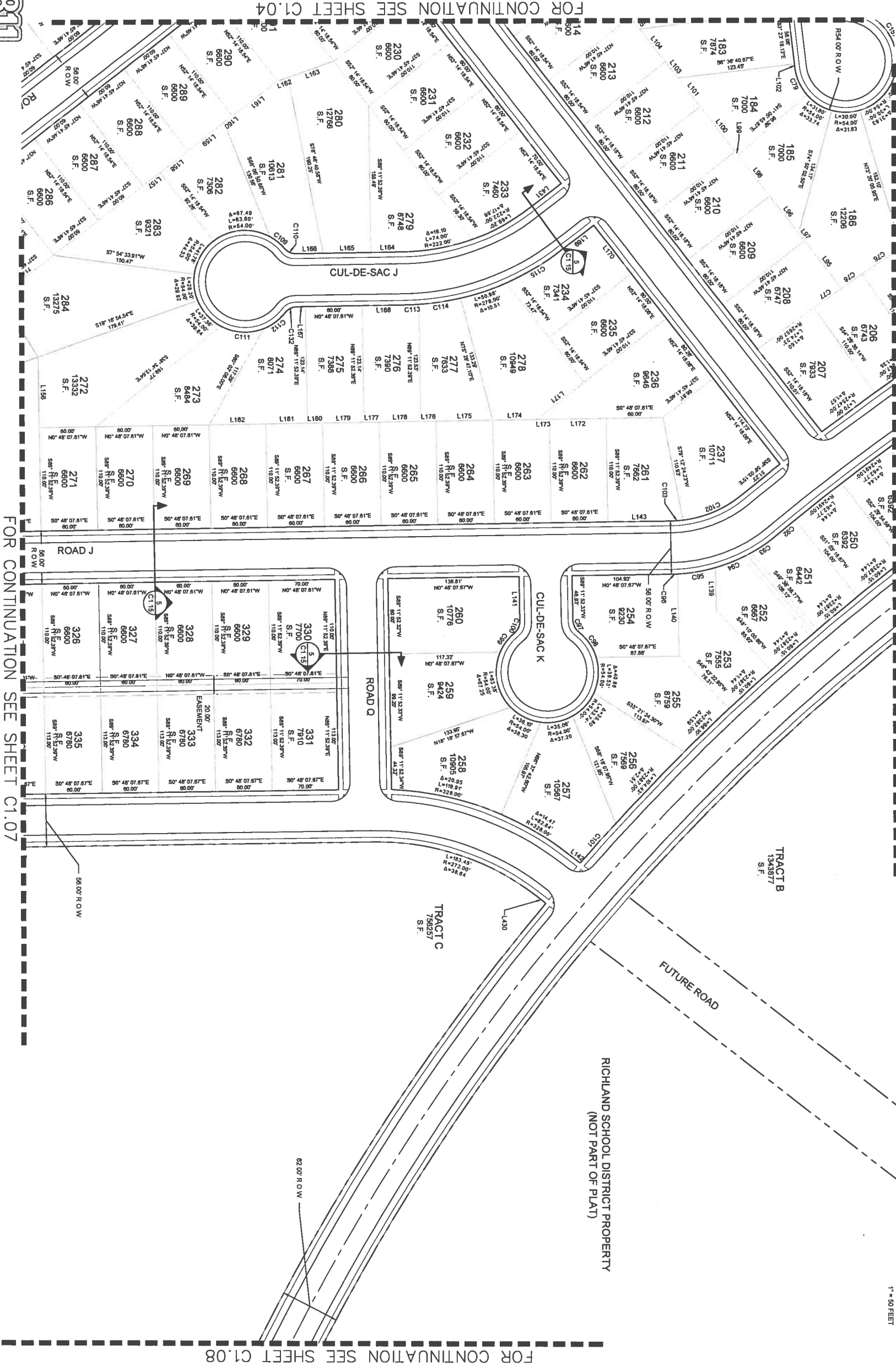
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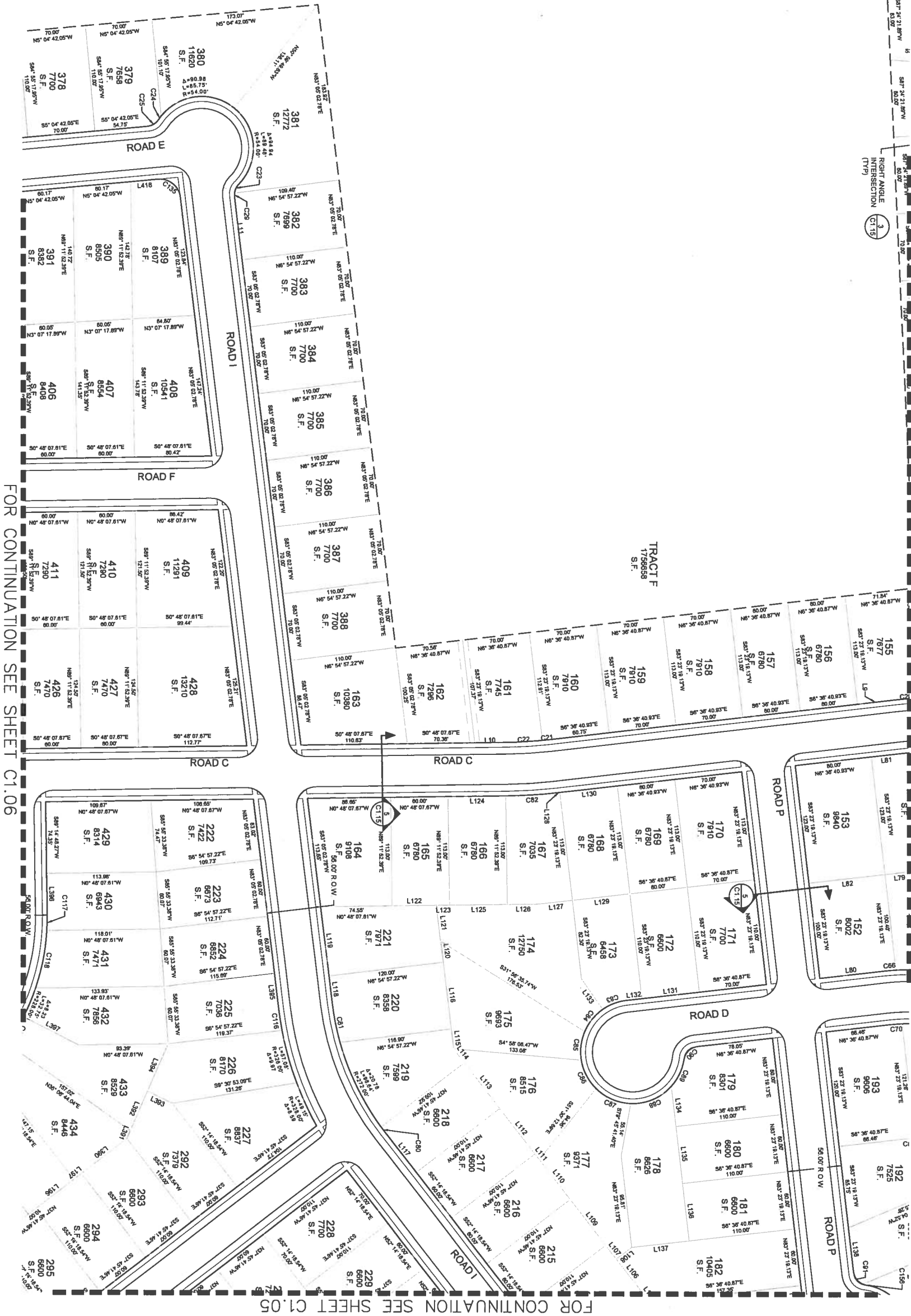
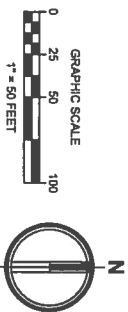
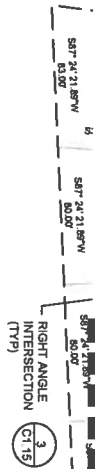
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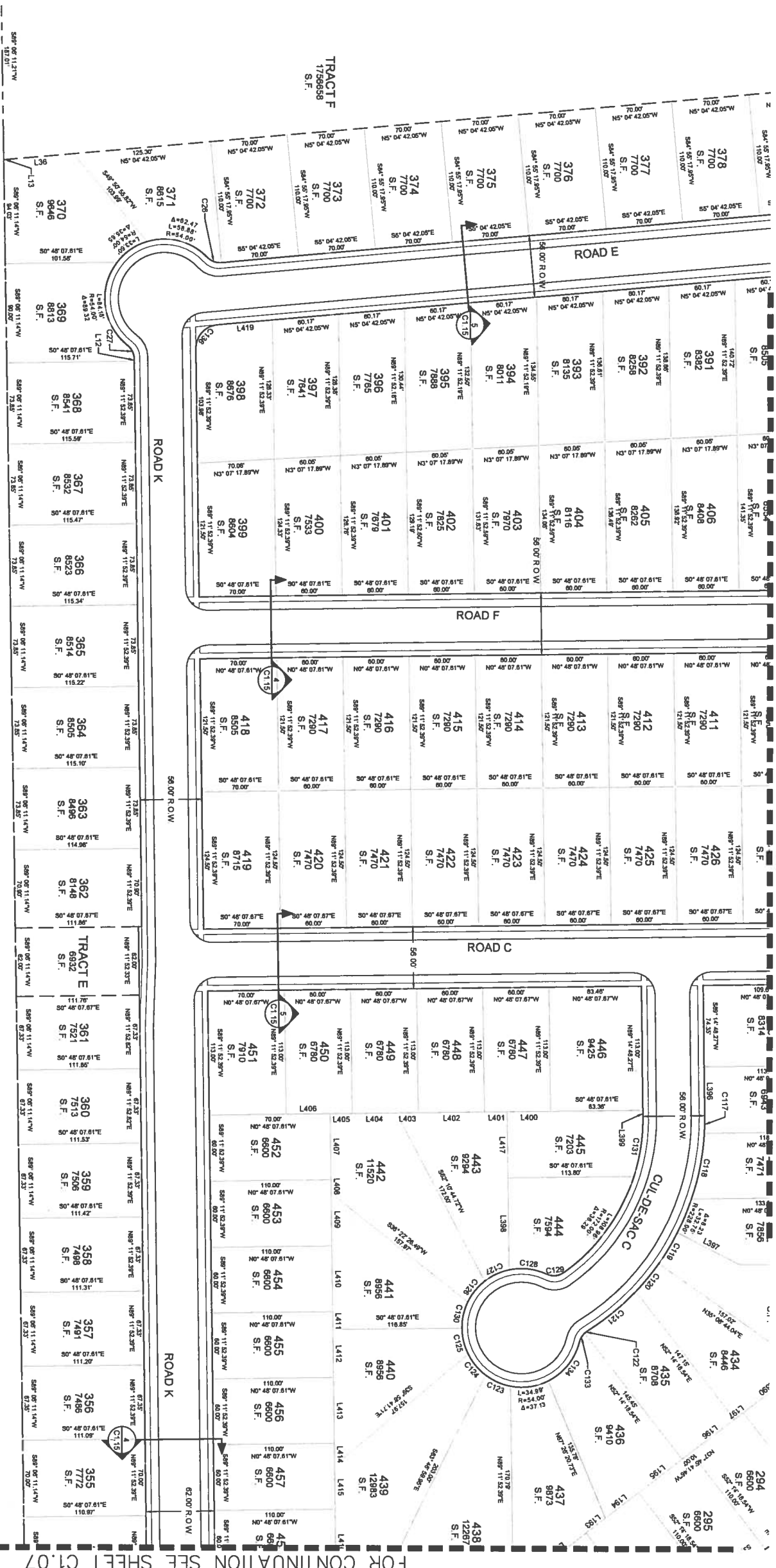
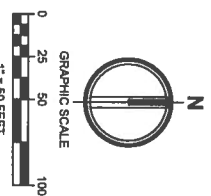
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mountain
SOUTH

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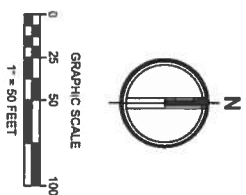
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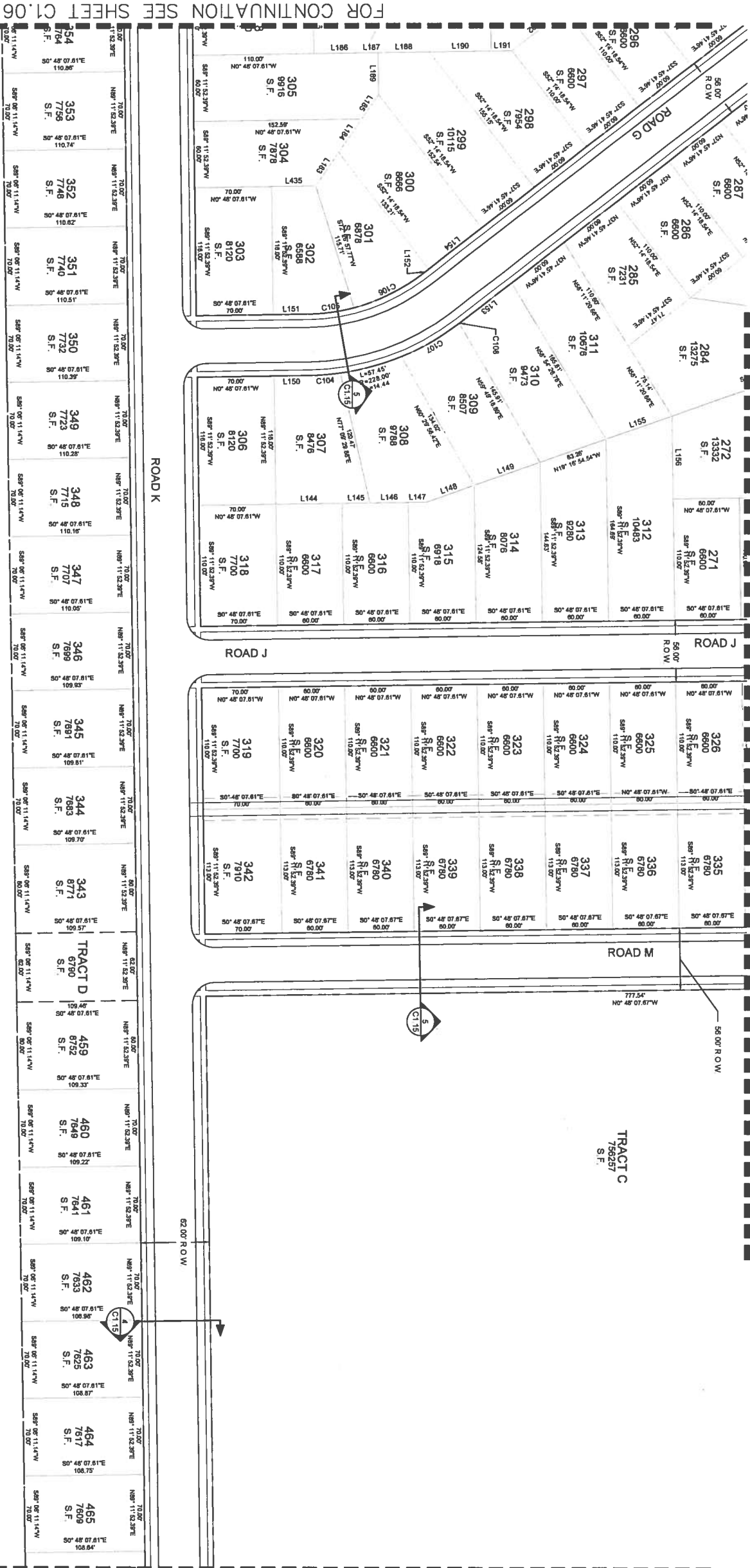
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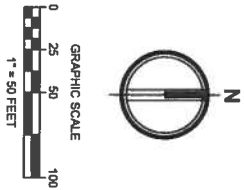
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RICHLAND SCHOOL DISTRICT PROPERTY
(NOT PART OF PLAT)



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D.O.

Checker:
T.S.

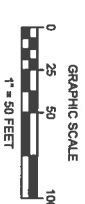
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Client:
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mountain
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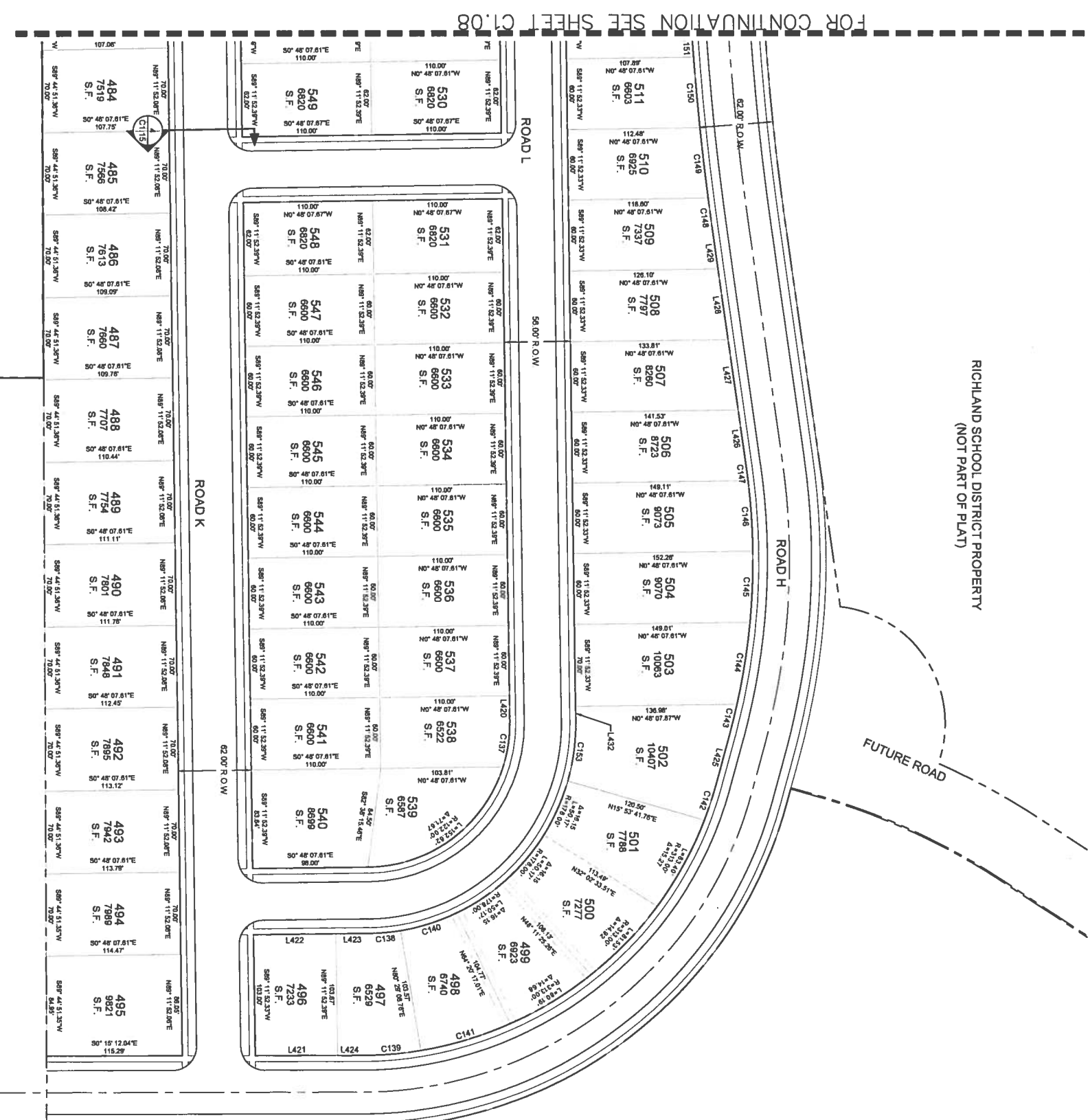
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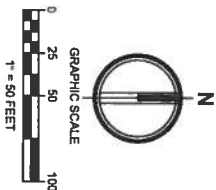


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RICHLAND SCHOOL DISTRICT PROPERTY
(NOT PART OF PLAT)

FUTURE ROAD ABOUT

FUTURE BMS PARKWAY

FUTURE ROAD

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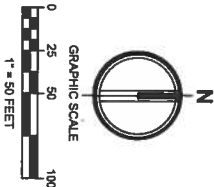


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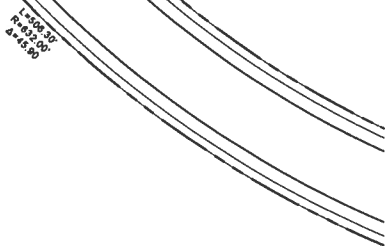


TRACT B
1343877
S.F.

RICHLAND SCHOOL DISTRICT
(NOT A PART)

537° 09' 28" N
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FUTURE
ROAD

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Client:
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SUBMITTAL
SEPTEMBER 1, 2015

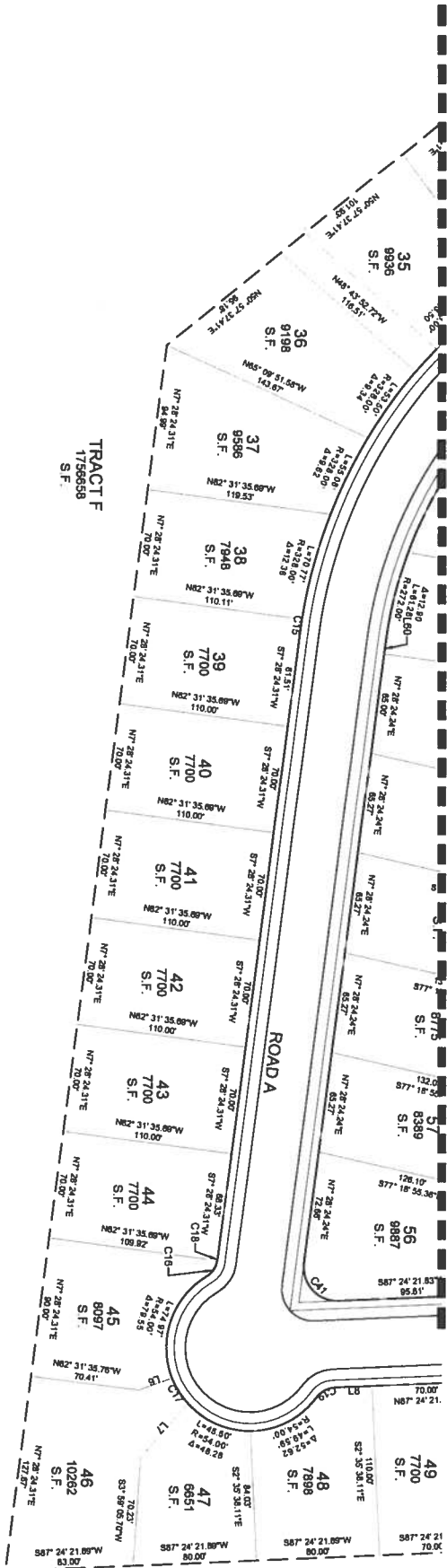
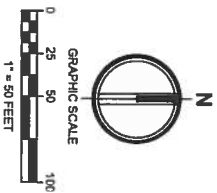


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BMS PARKWAY

DALLAS ROAD

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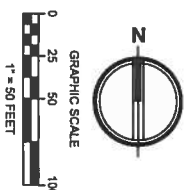
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14 of 38 Sheets

**SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON**

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DATE: September 2, 2015 FILENAME: Q:\2013\213302010_CIVCAD\2133020-SH_SITE.dwg



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253.363.2422 TEL 253.363.2572 FAX www.abd.com W

Project Title:
**BADGER MOUNTAIN
SOUTH**

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No. 2139020

Issue Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



09/10/2013



badger
mountain
SOUTH

NOTICE

A DECISION BY THE GOVERNOR SHALL IMPLY THE APPROVAL OF THE SENATE. THE SENATE HAS THE HONORABLE RECORD OF HAVING APPROVED THE DECISIONS OF THE GOVERNOR. THE SENATE HAS THE HONORABLE RECORD OF HAVING APPROVED THE DECISIONS OF THE GOVERNOR. THE SENATE HAS THE HONORABLE RECORD OF HAVING APPROVED THE DECISIONS OF THE GOVERNOR.



A

Baylham

Sheet Title:

SITE PLAN

<u>Designed by:</u>	<u>Drawn by:</u>	<u>Checked by:</u>
DJO	TJS	TS

Sheet No.

C1.13
15 of 38 Sheets

15 of 38 Shoot

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



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Project Title:
BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.

2133020

Issue Set & Date:

PRELIMINARY PLAT
SUBMITTAL

SEPTEMBER 1, 2015



09/16/2015



badger
mountain
SOUTH

Sheet Title:
LOT LINE &
CURVES

Designed by: PLANN, INC. Checked by: TS
DUC

Sheet No.

C1.14

--- of 38 Sheets

LOT LINE TABLE

LINE #	BEARING	DISTANCE
L1	46.29	S82°49'09.00W
L2	30.16	N47°15'00.00W
L3	16.89	S82°49'09.00W
L4	22.62	S82°49'12.50W
L5	70.00	S82°49'12.50W
L6	23.05	S89°47'01.50W
L7	46.82	S41°15'03.50W
L8	33.68	N47°24'21.00E
L9	31.84	S87°36'40.80E
L10	31.84	S87°49'01.50W
L11	65.58	S82°02'22.70W
L12	17.3	N48°11'52.30E
L13	32.88	S82°49'09.20W
L14	32.82	S82°49'09.20W
L15	32.82	S82°49'09.20W
L16	44.80	S82°49'09.20W
L17	20.10	S82°49'09.20W
L18	53.27	S82°49'09.20W
L19	11.63	S82°49'09.20W
L20	54.78	S82°49'09.20W
L21	10.22	S82°49'09.20W
L22	31.83	S78°29'53.50W
L23	12.14	S87°00'53.50W
L24	3.89	S82°49'09.20W
L25	65.00	S82°49'09.20W
L26	2.64	S82°49'09.20W
L27	62.18	N82°49'09.20W
L28	14.59	N82°49'09.20E
L29	15.53	N82°49'09.20E
L30	25.49	S82°49'12.50W
L31	12.39	S82°49'12.50W
L32	52.61	S82°49'12.50W
L33	63.00	S82°49'12.50W
L34	47.28	S41°53'29.80W
L35	24.72	S41°53'29.80W
L36	31.61	S32°36'00.00W
L37	29.82	N48°10'02.20E
L38	9.71	N7°28'54.20E
L39	64.20	S87°00'55.10W
L40	4.64	S87°00'55.10W
L41	20.46	S87°00'55.10W
L42	20.46	N87°00'55.10E
L43	20.41	S87°39'40.80E
L44	66.46	S87°39'40.80E
L45	29.70	N87°39'40.80E
L46	60.00	S87°39'40.80E
L47	17.85	S22°59'54.50E
L48	9.70	S87°00'55.10W
L49	50.59	S87°00'55.10W
L50	42.82	S87°00'55.10W
L51	37.12	S87°00'55.10W
L52	50.59	S87°00'55.10W
L53	9.81	S87°00'55.10W
L54	50.58	S87°00'55.10W
L55	9.01	S87°00'55.10W
L56	4.64	N82°14'18.50E
L57	10.37	N82°14'18.50E
L58	59.65	N82°14'18.50E
L59	4.64	N82°14'18.50E
L60	30.46	N82°14'18.50E
L61	60.00	N82°14'18.50E
L62	3.34	N82°33'13.10E
L63	21.95	N82°14'18.50E
L64	43.89	N82°14'18.50E
L65	18.01	N82°14'18.50E
L66	41.86	N82°14'18.50E
L67	16.12	N82°14'18.50E

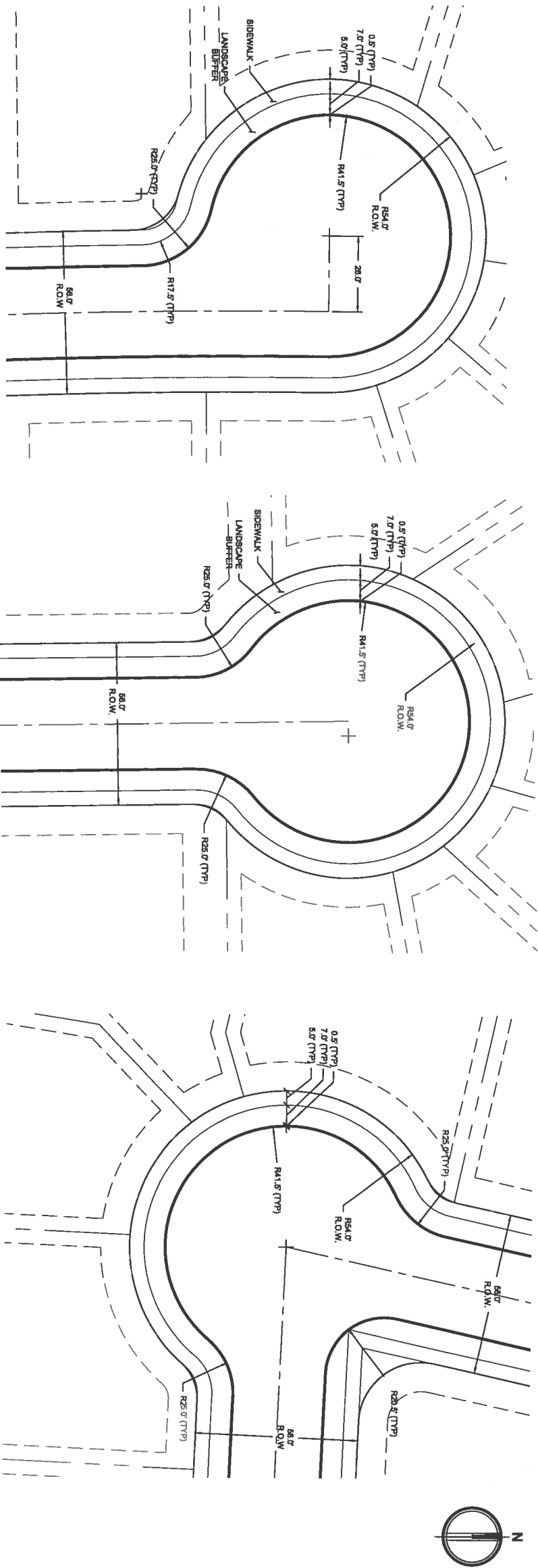
LOT LINE TABLE

LINE #	BEARING	DISTANCE
L70	20.21	S87°45'41.60E
L71	1.00	S87°45'41.60E
L72	30.16	N47°15'00.00W
L73	16.89	S82°49'09.00W
L74	22.62	S82°49'12.50W
L75	70.00	S82°49'12.50W
L76	23.05	S89°47'01.50W
L77	46.82	S41°15'03.50W
L78	33.68	N47°24'21.00E
L79	31.84	S87°36'40.80E
L80	31.84	S87°49'01.50W
L81	65.58	S82°02'22.70W
L82	17.3	N48°11'52.30E
L83	32.88	S82°49'09.20W
L84	32.82	S82°49'09.20W
L85	32.82	S82°49'09.20W
L86	44.80	S82°49'09.20W
L87	20.10	S82°49'09.20W
L88	53.27	S82°49'09.20W
L89	11.63	S82°49'09.20W
L90	54.78	S82°49'09.20W
L91	10.22	S82°49'09.20W
L92	31.83	S78°29'53.50W
L93	12.14	S87°00'53.50W
L94	3.89	S82°49'09.20W
L95	65.00	S82°49'09.20W
L96	2.64	S82°49'09.20W
L97	62.18	N82°49'09.20W
L98	14.59	N82°49'09.20E
L99	15.53	N82°49'09.20E
L100	25.49	S82°49'12.50W
L101	12.39	S82°49'12.50W
L102	52.61	S82°49'12.50W
L103	63.00	S82°49'12.50W
L104	47.28	S41°53'29.80W
L105	24.72	S41°53'29.80W
L106	31.61	S32°36'00.00W
L107	29.82	N48°10'02.20E
L108	9.71	N7°28'54.20E
L109	64.20	S87°00'55.10W
L110	4.64	S87°00'55.10W
L111	20.46	S87°00'55.10W
L112	20.46	N87°00'55.10E
L113	20.41	S87°39'40.80E
L114	66.46	S87°39'40.80E
L115	29.70	N87°39'40.80E
L116	60.00	S87°39'40.80E
L117	17.85	S22°59'54.50E
L118	9.70	S87°00'55.10W
L119	50.59	S87°00'55.10W
L120	42.82	S87°00'55.10W
L121	37.12	S87°00'55.10W
L122	50.59	S87°00'55.10W
L123	9.81	S87°00'55.10W
L124	50.58	S87°00'55.10W
L125	9.01	S87°00'55.10W
L126	4.64	N82°14'18.50E
L127	10.37	N82°14'18.50E
L128	59.65	N82°14'18.50E
L129	4.64	N82°14'18.50E
L130	30.46	N82°14'18.50E
L131	60.00	N82°14'18.50E
L132	3.34	N82°33'13.10E
L133	21.95	N82°14'18.50E
L134	43.89	N82°14'18.50E
L135	18.01	N82°14'18.50E
L136	41.86	N82°14'18.50E
L137	16.12	N82°14'18.50E

LOT LINE TABLE

LINE #	BEARING	DISTANCE
L138	44.04	N47°49'07.10W
L139	44.04	N47°49'07.10W
L140	15.89	N47°49'07.10W
L141	7.28	N82°14'18.50E
L142	60.00	N82°14'18.50E
L143	60.00	N82°14'18.50E
L144	18.82	N82°14'18.50E
L145	20.47	N82°05'02.70E
L146	70.00	N82°05'02.70E
L147	53.34	S87°14'18.50W
L148	28.03	S87°05'02.70W
L149	72.65	S82°05'02.70W
L150	22.08	N82°05'02.70E
L151	37.82	N82°05'02.70E
L152	48.14	N47°49'07.10W
L153	13.86	N47°49'07.10E
L154	60.00	N47°49'07.10W
L155	60.00	S87°49'07.10E
L156	32.82	S87°49'07.10E
L157	35.36	S87°49'07.10E
L158	2.83	N47°36'40.80W
L159	8.17	N47°36'40.80W
L160	80.00	N47°36'40.80W
L161	60.00	S87°36'40.80W
L162	16.08	S87°36'40.80E
L163	38.76	S82°07'35.30E
L164	41.82	S82°07'35.30E
L165	60.00	N82°25'18.10E
L166	80.00	N82°25'18.10E
L167	80.00	N82°25'18.10E
L168	80.00	S87°36'40.80W
L169	44.84	S82°22'18.10W
L170	43.64	N82°11'52.30E
L171	15.14	S37°56'29.80W
L172	65.74	S47°49'07.10E
L173	60.00	N47°49'07.10W
L174	25.25	N47°49'07.10W
L175	34.71	N47°49'07.10W
L176	18.37	N47°49'07.10W
L177	46.00	N47°16'54.80W
L178	63.26	N47°16'54.80W
L179	31.38	N47°49'07.10W
L180	31.38	S47°49'07.10E
L181	61.9	S37°45'41.60E
L182	59.85	N37°45'41.60E
L183	80.08	S37°45'41.60E
L184	63.26	N47°16'54.80W
L185	74.74	N47°16'54.80W
L186	22.85	S37°45'41.60E
L187	37.12	S37°45'41.60E
L188	50.59	S37°45'41.60E
L189	37.12	S37°45'41.60E
L190	48.48	S37°45'41.60E
L191	11.82	S37°45'41.60E
L192	60.00	S37°45'41.60E
L193	11.88	S17°19'35.80E
L194	51.27	S17°19'35.80E
L195	38.17	S47°49'07.10E
L196	50.37	S47°49'07.10E
L197	28.61	S47°49'07.10E
L198	8.88	N47°49'07.10W
L199	45.20	N47°49'07.10W
L200	12.44	N47°49'07.10W
L201	41.81	N47°49'07.10W
L202	65.00	N47°49'07.10W
L203	65.00	N47°49'07.10W
L204	65.00	N47°49'07.10W
L205	65.00	N47°49'07.10W
L206	65.00	N47°49'07.10W
L207	65.00	N47°49'07.10W
L208	65.00	N47°49'07.10W
L209	65.00	N47°49'07.10W
L210	65.00	N47°49'07.10W
L211	65.00	N47°49'07.10W
L212	65.00	N47°49'07.10W
L213	65.00	N47°49'07.10W
L214	65.00	N47°49'07.10W
L215	65.00	N47°49'07.10W
L216	65.00	N47°49'07.10W
L217	65.00	N47°49'07.10W
L218	65.00	N47°49'07.10W
L219	65.00	N47°49'07.10W
L220	65.00	N47°49'07.10W
L221	65.00	N47°49'07.10W
L222	65.00	N47°49'07.10W
L223	65.00	N47°49'07.10W
L224	65.00	N47°49'07.10W
L225	65.00	N47°49'07.10W
L226	65.00	N47°49'07.10W
L227	65.00	N47°49'07.10W
L228	65.00	N47°49'07.10W
L229	65.00	N47°49'07.10W
L230	65.00	N47°49'07.10W
L231	65.00	N47°49'07.10W
L232	65.00	N47°49'07.10W
L233	65.00	N47°49'07.10W
L234	65.00	N47°49'07.10W
L235	65.00	N47°49'07.10W
L236	65.00	N47°49'07.10W
L237	65.00	N47°49'07.10W
L238	65.00	N47°49'07.10W
L239	65.00	N47°49'07.10W
L240	65.00	N47°49'07.10W
L241	65.00	N47°49'07.10W
L242	65.00	N47°49'07.10W
L243	65.00	N47°49'07.10W
L244	65.00	N47°49'07.10W
L245	65.00	N47°49'07.10W
L246	65.00	N47°49'07.10W
L247	65.00	N47°49'07.10W
L248	65.00	N47°49'07.10W
L249	65.00	N47°49'07.10W
L250	65.00	N47°49'07.10W
L251	65.00	N47°49'07.10W
L252	65.00	N47°49'07.10W
L253	65.00	N47°49'07.10W
L254	65.00	N47°49'07.10W
L255	65.00	N47°49'07.10W
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L270	65.00	N47°49'07.10W
L271	65.00	N47°49'07.10W
L272	65.00	N47°49'07.10W
L273	65.00	N47°49'07.10W
L274	65.00	N47°49'07.10W
L275	65.00	N47°49'07.10W
L276	65.00	N47°49'07.10W
L277	65.00	N47°49'07.10W
L278	65.00	N47°49'07.10W
L279	65.00	N47°49'07.10W
L280	65.00	N47°49'07.10W
L281	65.00	N47°49'07.10W
L282	65.00	N47°49'07.10W
L283	65.00	N47°49'07.10W
L284	65.00	N47°49'07.10W
L285	65.00	N47°49'07.10W
L286	65.00	N47°49'07.10W
L287	65.00	N47°49'07.10W
L288	65.00	N47°49'07.10W
L289	65.00	N47°49'07.10W
L290	65.00	N47°49'07.10W
L291	65.00	N47°49'07.10W

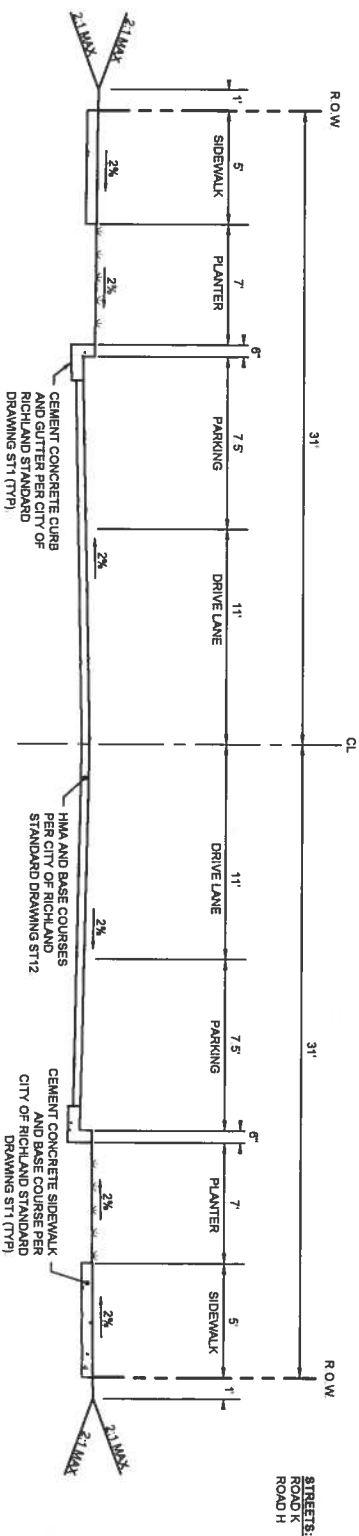
BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



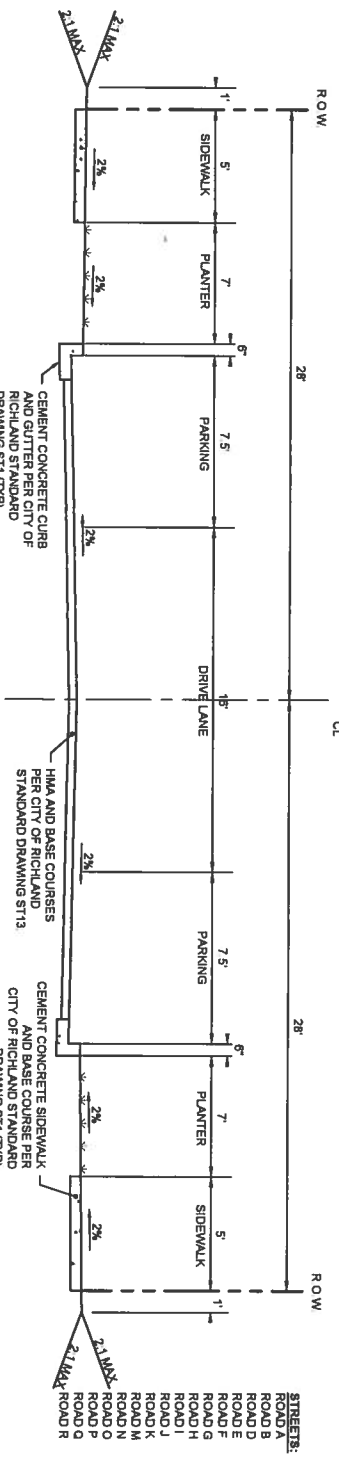
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2 CUL-DE-SAC BULB
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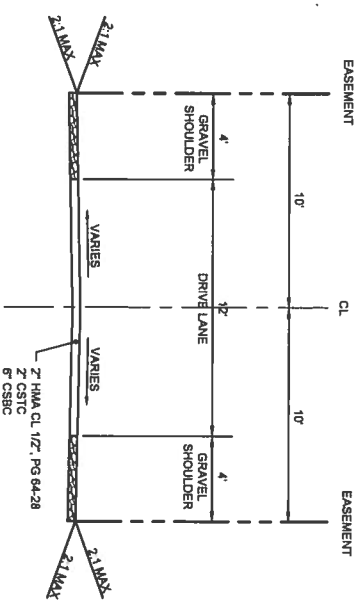
3 RIGHT ANGLE INTERSECTION
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4 COLLECTOR STREET WITH EDGE TYPE A SECTION
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5 16-FOOT LOCAL STREET WITH EDGE TYPE A SECTION
NOT TO SCALE



6 REAR ALLEY SECTION
NOT TO SCALE



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Project Title:

BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:

NOR AM
INVESTMENT, LLC

Job No.

2133020

Issue, Seal & Date:

PRELIMINARY PLAT
SUBMITTAL

SEPTEMBER 1, 2015



Sheet Title:
SITE
DETAILS

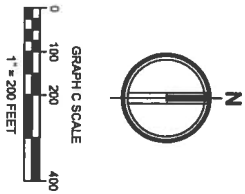
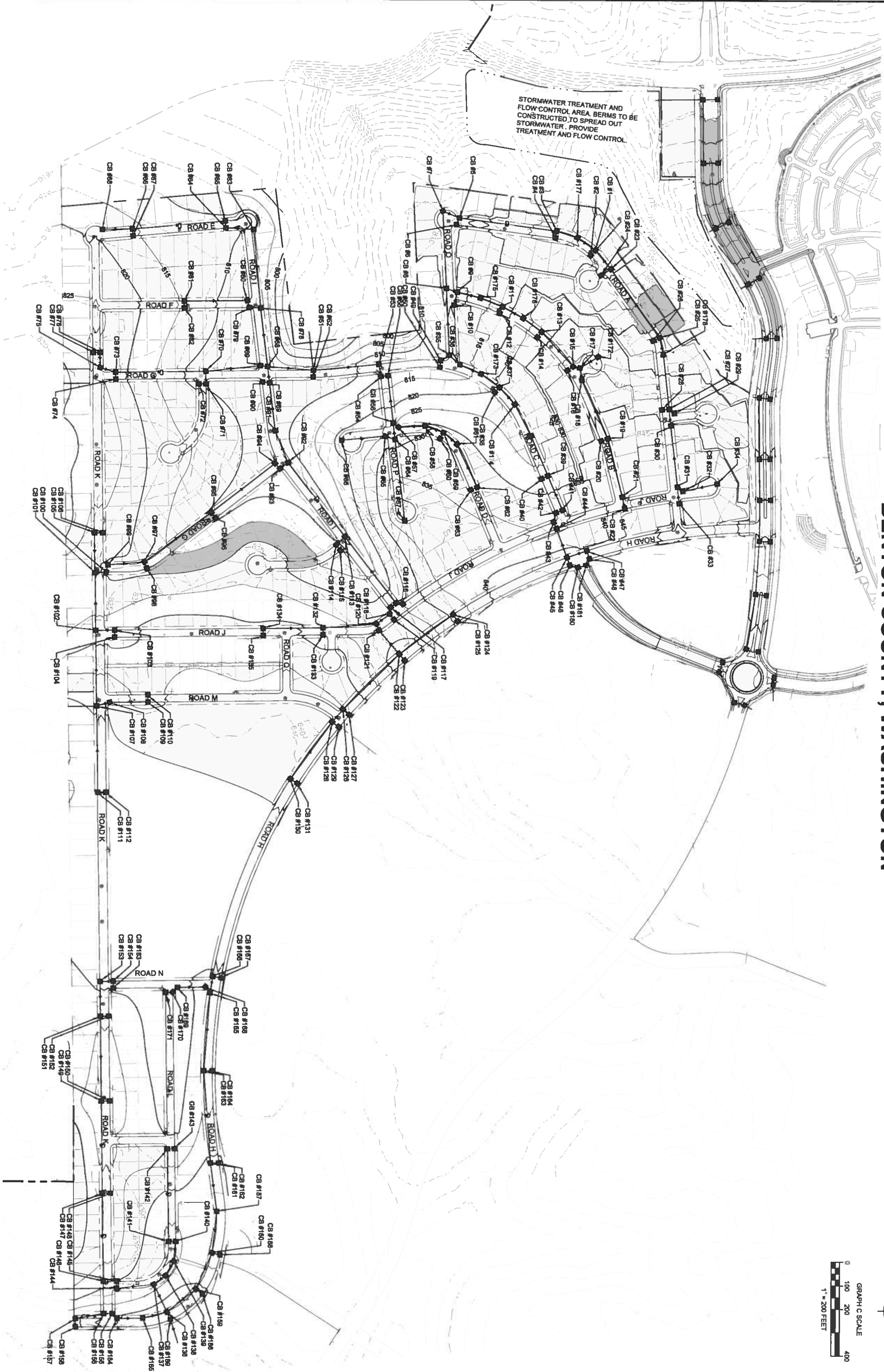
Designed by: Drawn by: Checked by:
DJO TJS TS

Sheet No.

C1.15

— of 36 Sheets

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



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PROBABL TITLE

BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
2133020

Issue Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



Overall Title:
OVERALL CONCEPTUAL
GRADING AND
DRAINAGE PLAN

Drafting: JLV
DJO
TJS
Checked: JLV
TS

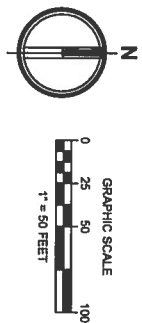
Sheet No.

C2.00
16 of 39 Sheets



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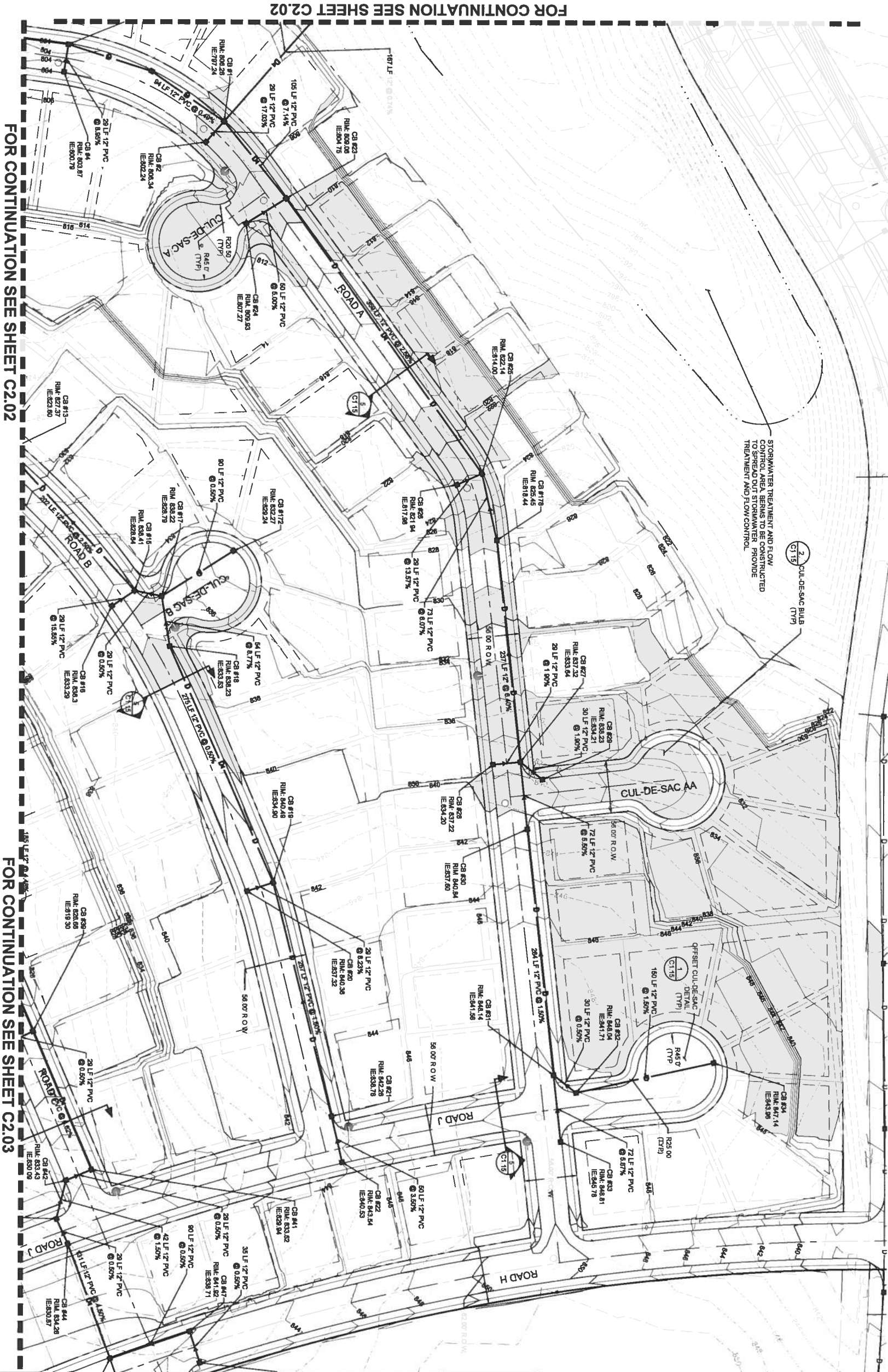
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BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON



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FOR CONTINUATION SEE SHEET C2.02

FOR CONTINUATION SEE SHEET C2.03



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Project Title
BADGER MOUNTAIN SOUTH
WEST VILLAGE

Client
NORAM INVESTMENT, LLC

Job No.
2133020

Issue Set A Date:
PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 1, 2015



Sheet Title
CONCEPTUAL GRADING AND DRAINAGE PLAN

Designed by: **DW** Drawn by: **TJS** Checked by: **TS**

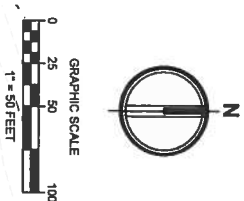
Sheet No.

C2.01
19 of 39 Sheets

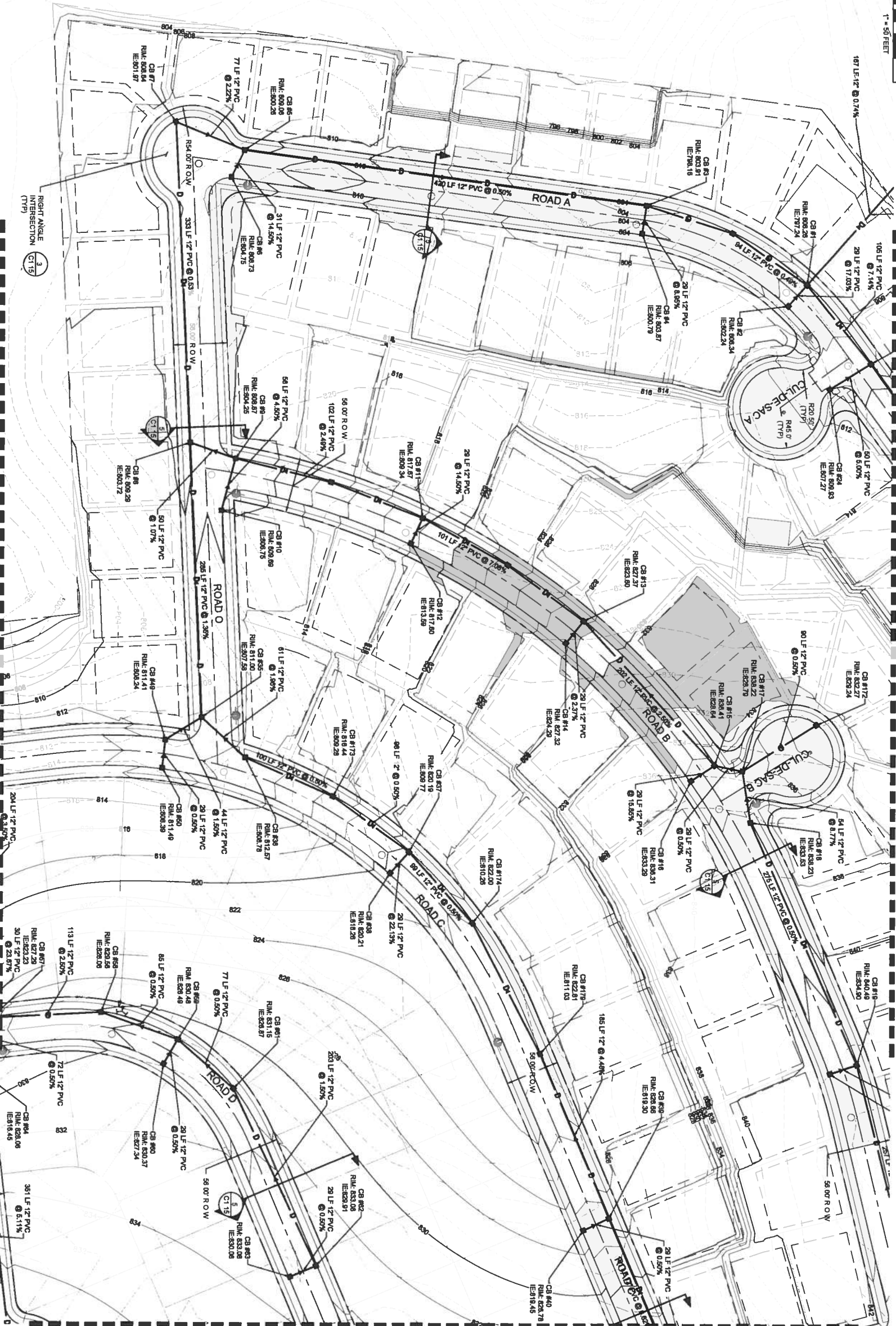


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SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



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FOR CONTINUATION SEE SHEET C2.03

FOR CONTINUATION SEE SHEET C2.06



DATE: September 2, 2015 FILENAME: Q:\2013\213020\10_CIVIL\DWG\213020-SH_PRELIM GRAD STRM.dwg



Badger Title
BADGER MOUNTAIN
SOUTH
WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
213020

Issue Set A Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



Sheet Title:
CONCEPTUAL
GRADING AND
DRAINAGE PLAN

Designed by: Dyan L. Lys
Drawn by: TS
Checked by: TS

Sheet No.

C2.02

20 of 38 Sheets

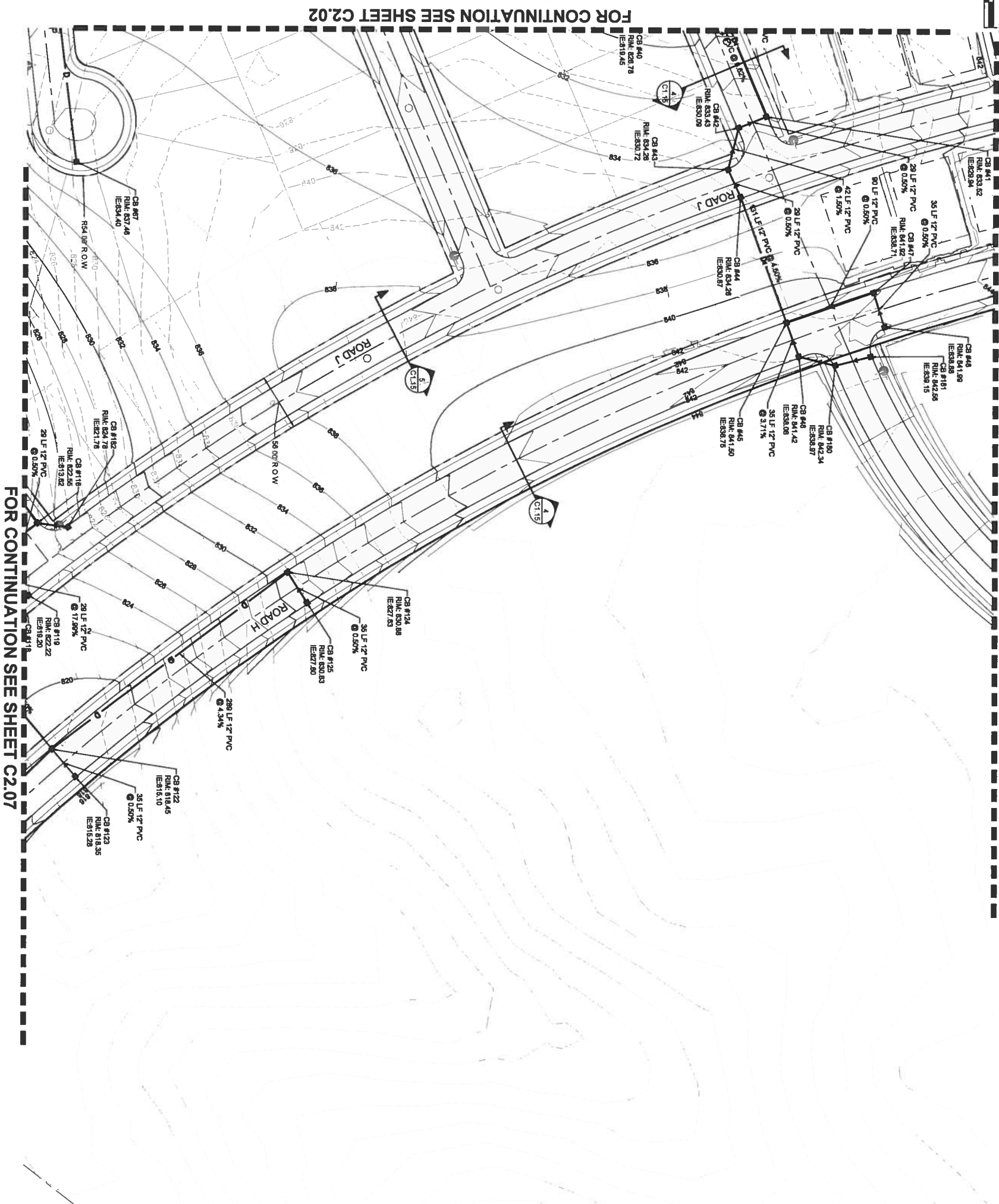


BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON

FOR CONTINUATION SEE SHEET C2.01



FOR CONTINUATION SEE SHEET C2.07

FOR CONTINUATION SEE SHEET C2.02



DATE: September 2, 2015 FILENAME: C:\2013\213020\10_CIV\CAD\213020-SH_PRELIM GRAD STRM.dwg



2215 North 30th Street, Suite 300, Tacoma, WA 98403
253.843.4022 TEL 253.843.2517 FAX www.ahbl.com WEB

BADGER MOUNTAIN SOUTH

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
213020

Issue, Scale & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



Sheet Title:
**CONCEPTUAL
GRADING AND
DRAINAGE PLAN**

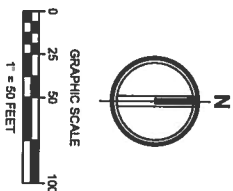
Designed by: DMM
Drawn by: TJS
Checked by: TS

Sheet No.

C2.03

— of 39 Sheets

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



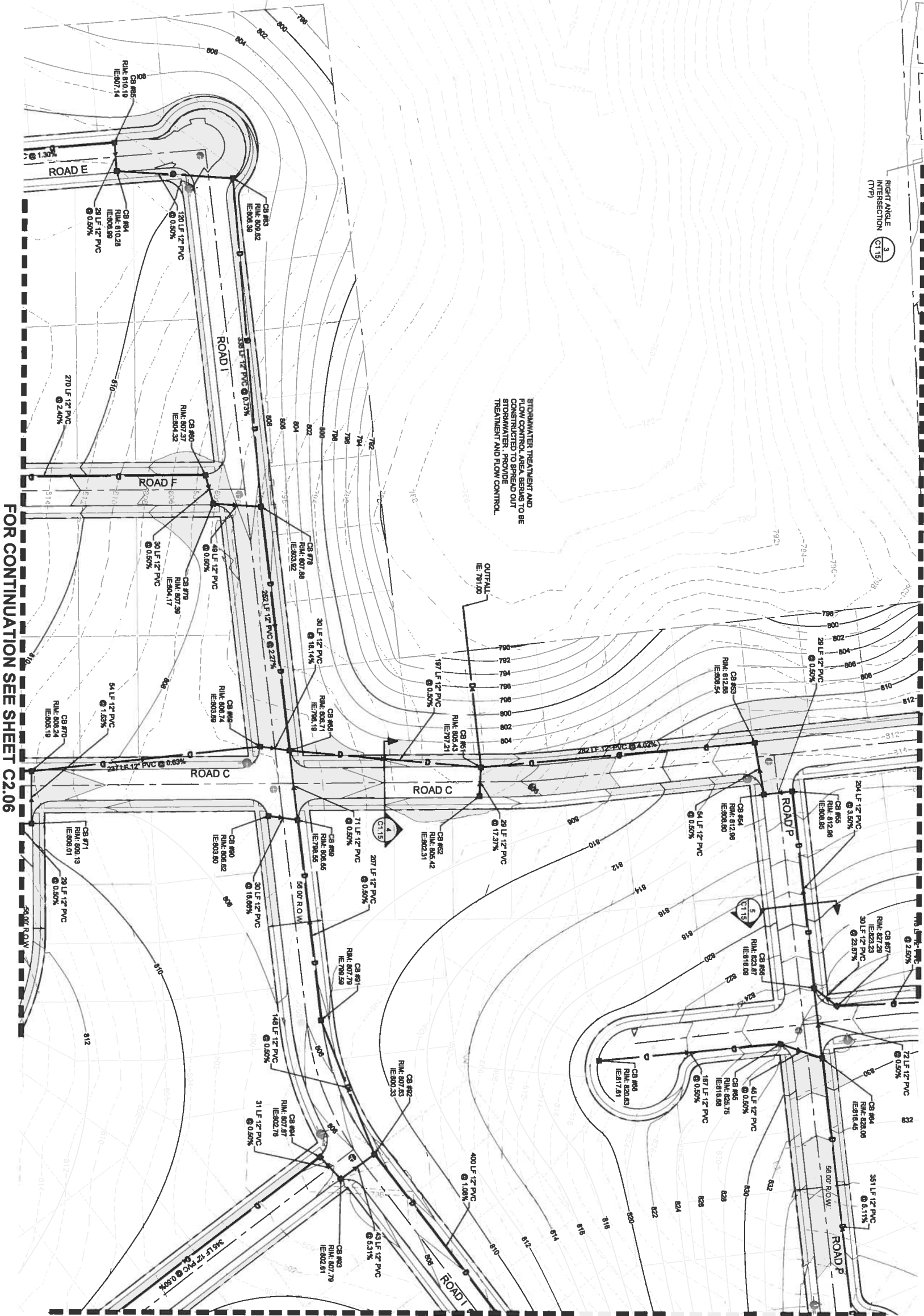
FOR CONTINUATION SEE SHEET C2.02

RIGHT ANGLE
INTERSECTION
(TYP)
C115

STORMWATER TREATMENT AND
FLOW CONTROL AREA BEARS TO BE
CONSTRUCTED TO SPREAD OUT
STORMWATER TO PROVIDE
TREATMENT AND FLOW CONTROL.

OUTFALL
IE: 791.00

FOR CONTINUATION SEE SHEET C2.05



DATE: September 2, 2015 FILENAME: Q:\2013\213302010_CIVIL\DWG\2133020-SH_PRELIM GRAD STRM.dwg



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BADGER MOUNTAIN
SOUTH
WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
2133020

Issue Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



NOTICE
THIS PLAN AND SPECIFICATIONS ARE PREPARED BY THE ENGINEER AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT IN ACCORDANCE WITH THE PLAN AND SPECIFICATIONS.



Sheet Title:
CONCEPTUAL GRADING
AND DRAINAGE PLAN

Drafted by: DMM
Checked by: TS

Sheet No.

C2.04
22 of 39 Sheets

FOR CONTINUATION SEE SHEET C2.03



DATE: September 2, 2015 FILENAME: Q:\2013\2133020110_CIVCAD\2133020-SH_PRELIM GRAD STRM.dwg



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Project Title:

SOUTH

WEST VILLAGE

**NOR AM
INVESTMENT, LLC**

2133020

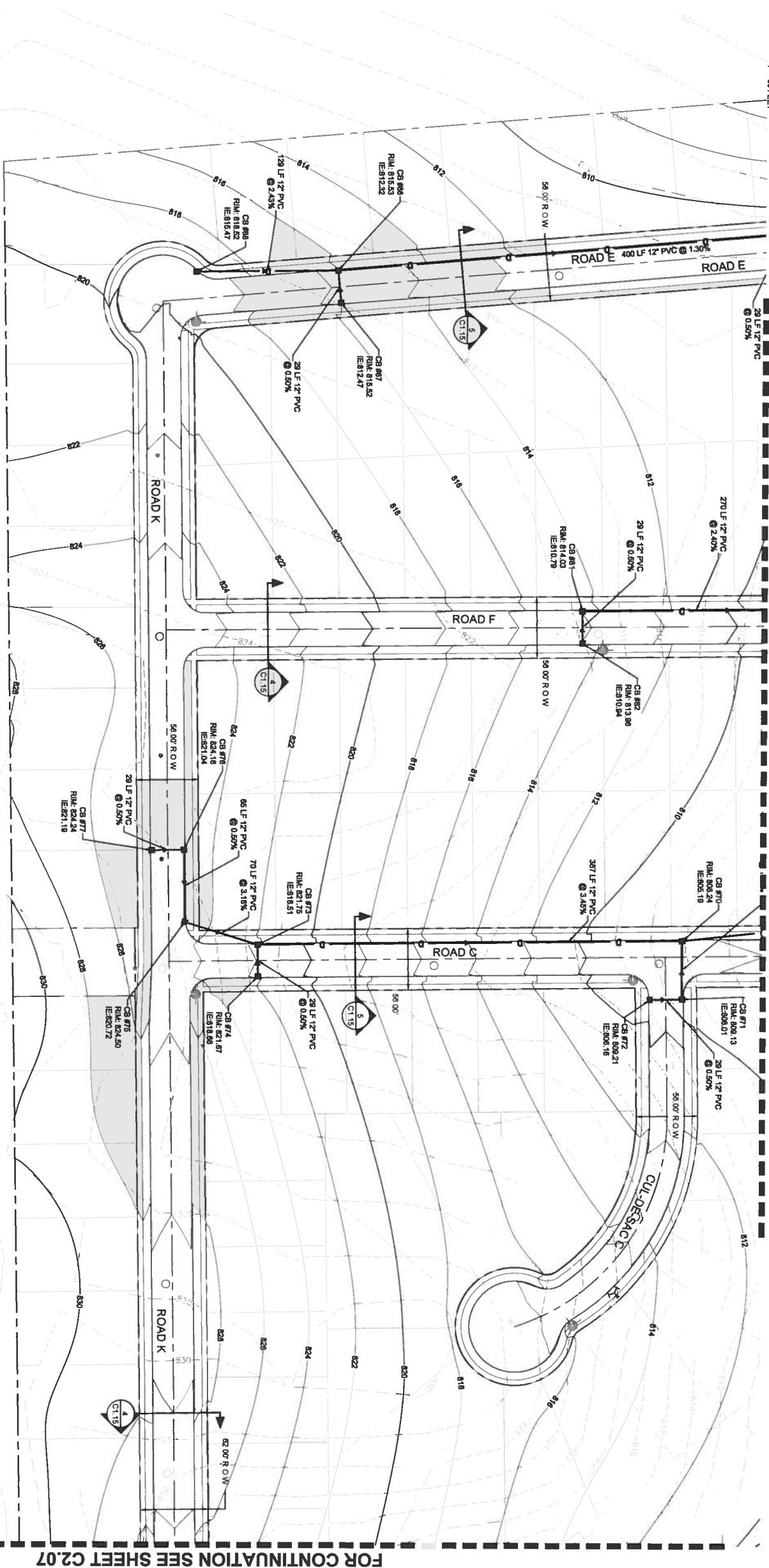
SEPTEMBER 1, 2015



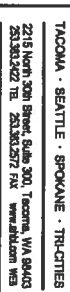
DRAINAGE PLAN

DJO	TJS	TS
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C2.05



FOR CONTINUATION SEE SHEET C2.07



WEST VILLAGE

Job No.

2133020

Leave Set & Date:

**PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015**



Revisions:

Duo

Sheet No.

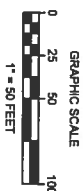
C2.06

24 of 38 Sheets



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BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON

FOR CONTINUATION SEE SHEET C2.05

FOR CONTINUATION SEE SHEET C2.06

FOR CONTINUATION SEE SHEET C2.08



DATE: September 2, 2015 F:\LEVAME_D\2015\13302010_CIVIL\CADD\133020_S1_PRELIM GRAD STRM.dwg



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Project Title:
BADGER MOUNTAIN SOUTH

WEST VILLAGE

Client:
NOR AM INVESTMENT, LLC

Job No.
2133020

Issue Set & Date:
PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 1, 2015



Sheet Title:
CONCEPTUAL GRADING AND DRAINAGE PLAN

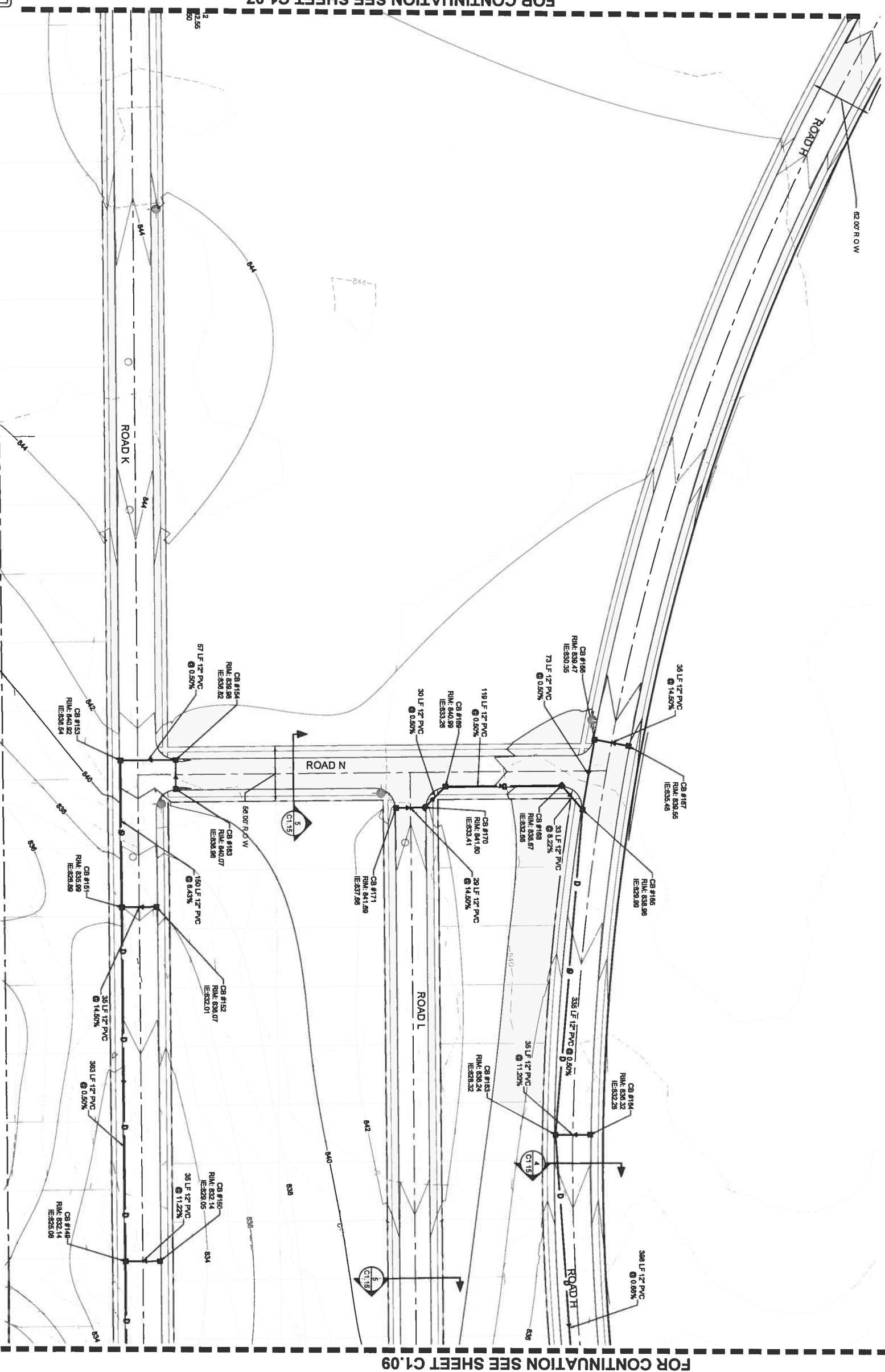
Designed by: **DRAWN BY: CHANGHUA HU**
D.O: **TJS** TS

Sheet No.

C2.07

25 of 38 Sheets

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



FOR CONTINUATION SEE SHEET C1.07

FOR CONTINUATION SEE SHEET C1.09



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Project Title:

BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:

NOR AM
INVESTMENT, LLC

Job No.

2113020

Issue Set & Date:

PRELIMINARY PLAT
SUBMITTAL

SEPTEMBER 1, 2015



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Revisions:

Sheet Title:

CONCEPTUAL
GRADING AND
DRAINAGE PLAN

Designed by: Deneb by: Checked by: TS

D.O: TJS

Sheet No.

C2.08

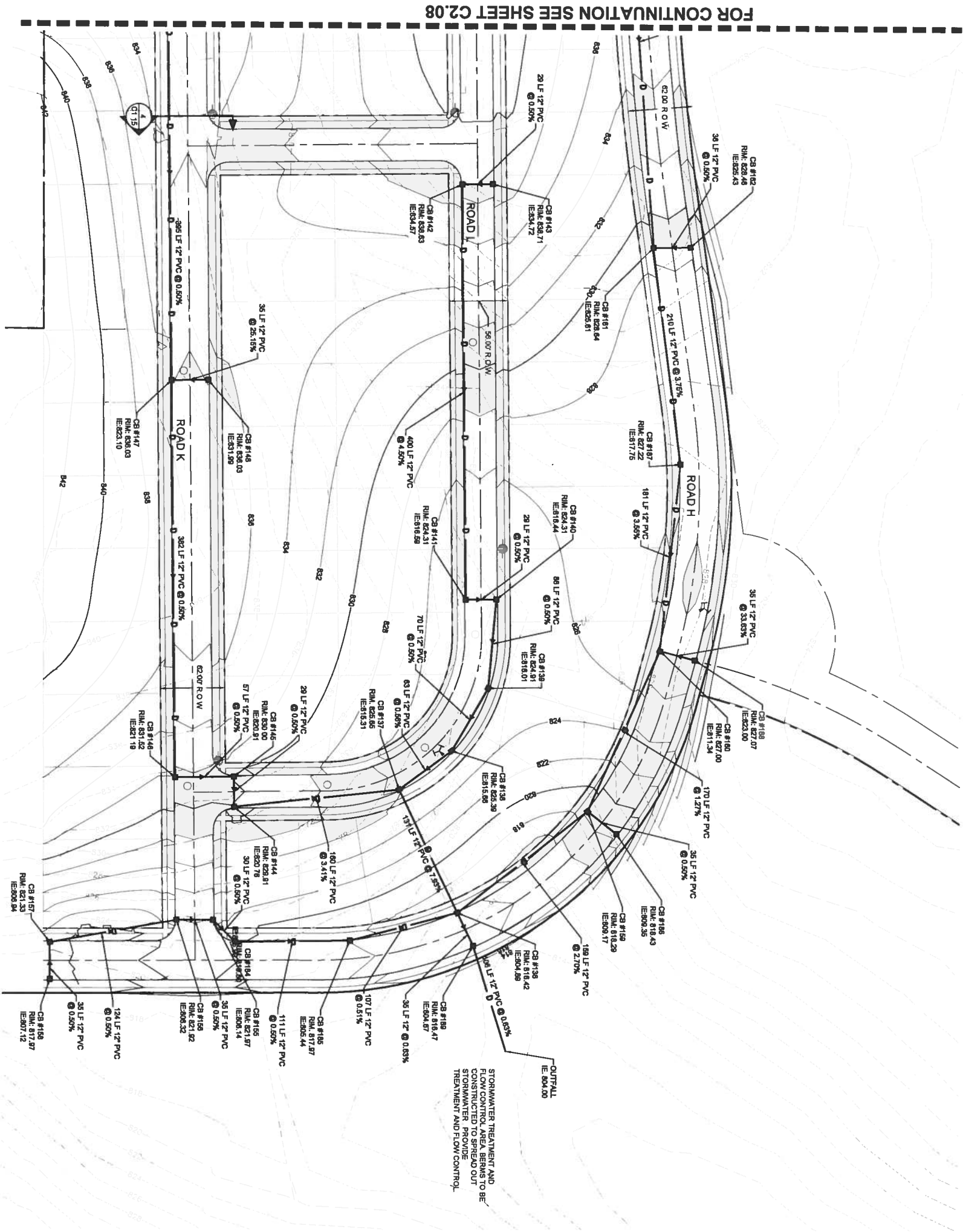
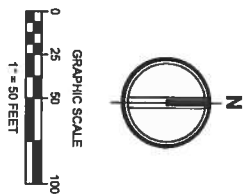
26 of 38 Sheets



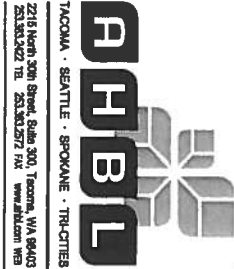
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BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



STORMWATER TREATMENT AND
FLOW CONTROL AREA, SERVES TO BE
CONSTRUCTED TO SPREAD OUT
TREATMENT AND FLOW CONTROL.



Project Title:
BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
2133020

Issue, Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



Sheet Title:
CONCEPTUAL
GRADING AND
DRAINAGE PLAN

Designed by: TJS
Drawn by: TJS
Checked by: TS

Sheet No.

C2.09

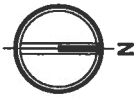
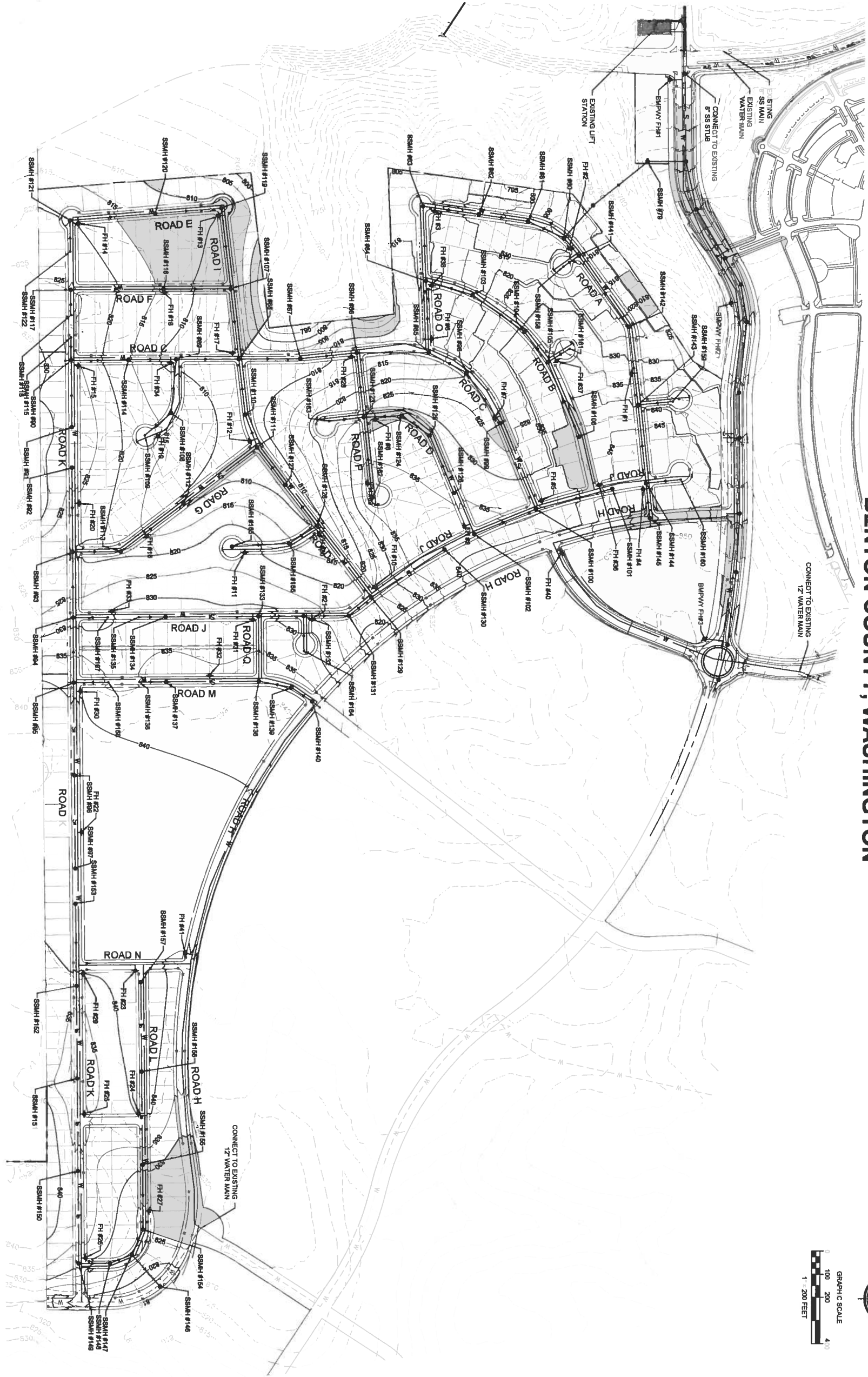
27 of 38 Sheets



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BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



DRAWN TITLE:

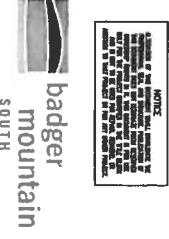
BADGER MOUNTAIN SOUTH

WEST VILLAGE

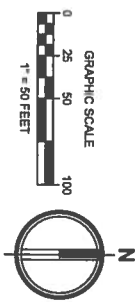
CLIENT: NOR AM INVESTMENT, LLC

JOB NO. 2133020

ISSUED: SEE L. DATE: PRELIMINARY PLAT SUBMITTAL SEPTEMBER 1, 2015



A	
A	
A	
A	
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Revisions:	
Sheet Title:	OVERALL CONCEPTUAL SEWER AND WATER PLAN
Designed by:	DRAWN BY: CHECKED BY:
D.O.	TJS TS
Sheet No.	



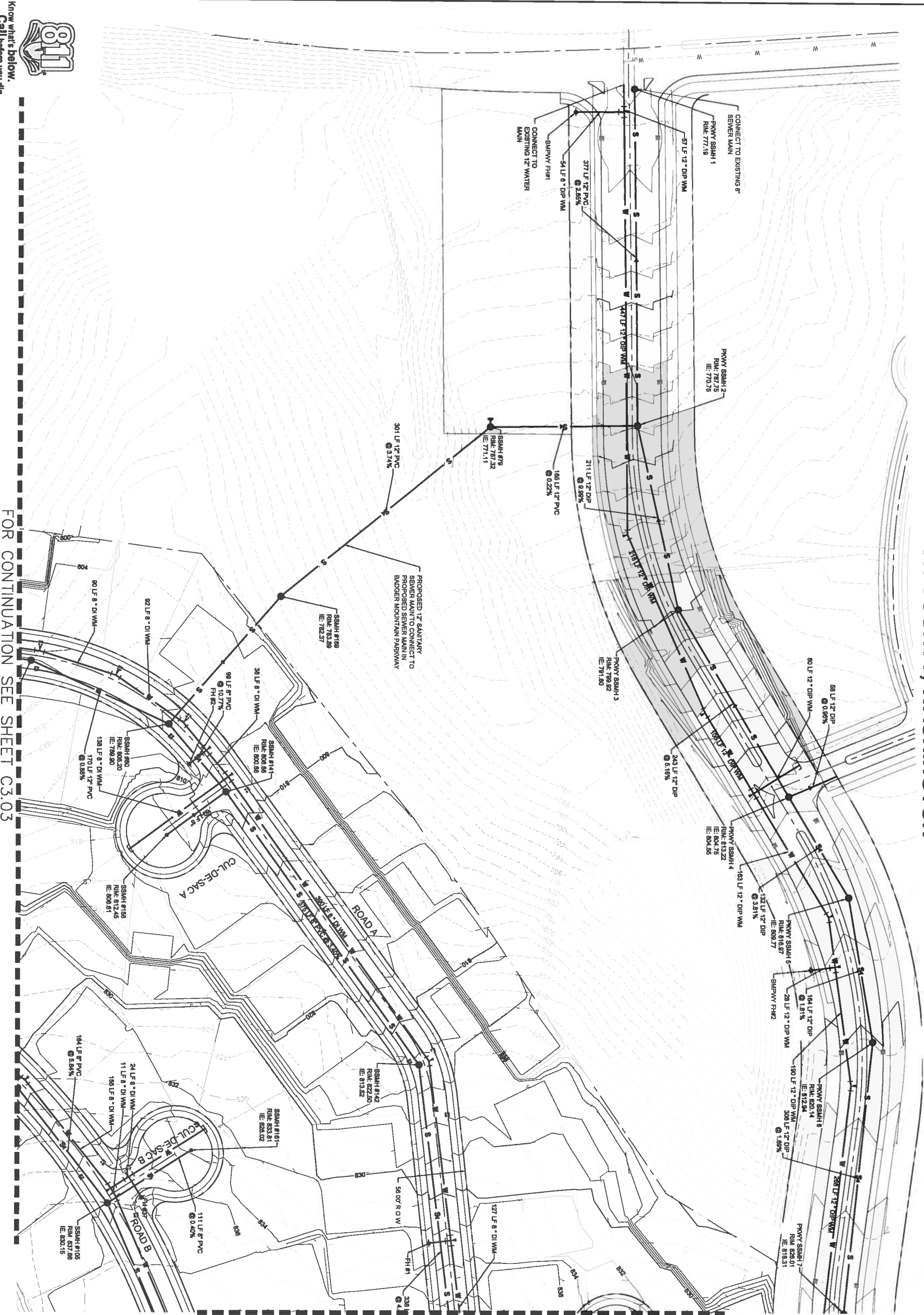
BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON



FOR CONTINUATION SEE SHEET C3.03



FOR CONTINUATION SEE SHEET C3.02



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BADGER MOUNTAIN SOUTH

WEST VILLAGE

NOR AM INVESTMENT, LLC

Job No. 2133200

PRELIMINARY PLAT SUBMITTAL
SEPTEMBER 1, 2015

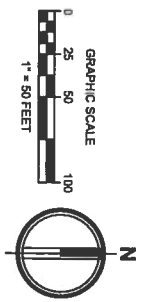


NOTICE
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CONCEPTUAL SEWER AND WATER PLAN

Designed by: **Diana Lys** Checked by: **TS**
DLO TJS
Sheet No.

C3.01
29 of 38 Sheets



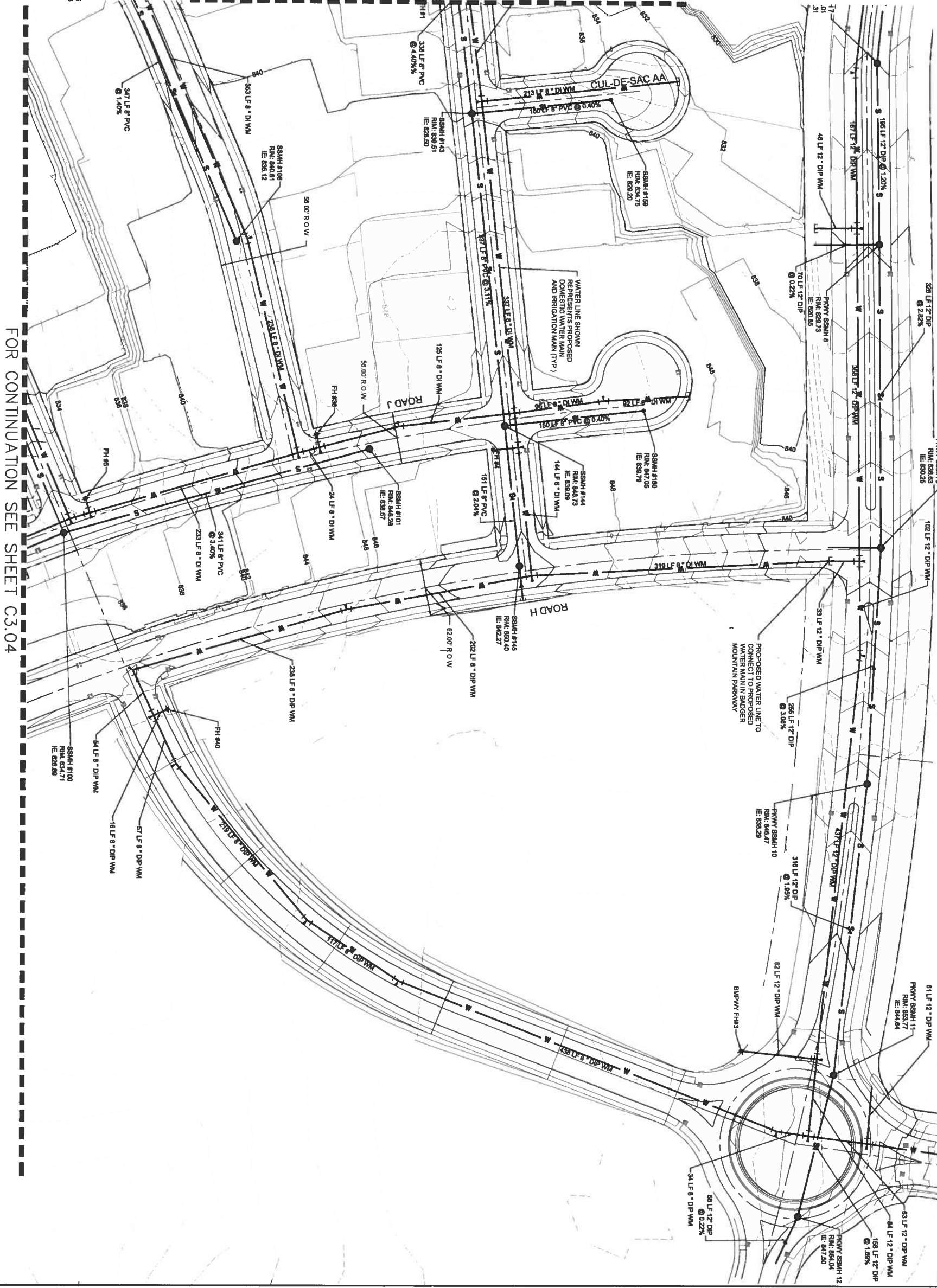
BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON

FROM THE TIE TO EXISTING
12" WATER MAIN CONNECTION POINT

FOR CONTINUATION SEE SHEET C3.01



FOR CONTINUATION SEE SHEET C3.04

811
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Project Title
BADGER MOUNTAIN SOUTH

WEST VILLAGE

Client:
NOR AM INVESTMENT, LLC

Job No.
2130200

Issue Set & Date
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SEPTEMBER 1, 2015



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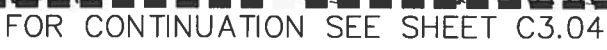
Drafted By: DKO
Checked By: TJS
Designed By: CHS

C3.02
30 of 38 Sheets

GRAPH C SCALE

0 25 50 100

1 = 50 FEET



SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON

FOR CONTINUATION SEE SHEET C3.01

GRAPH C SCALE

0 25 50 100

1 = 50 FEET

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**BADGER MOUNTAIN
SOUTH**

WEST VILLAGE

Client:
**NOR AM
INVESTMENT, LLC**

Job No.

**PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015**



09/10/2015

badger
mountain
SOUTH

Sheet Title:
**CONCEPTUAL SEWER
AND WATER PLAN**

Designed by: Drawn by: Checked by:
DJO TJS TS

Sheet No.

C3.03

31 of 38 Sheets

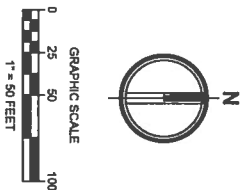


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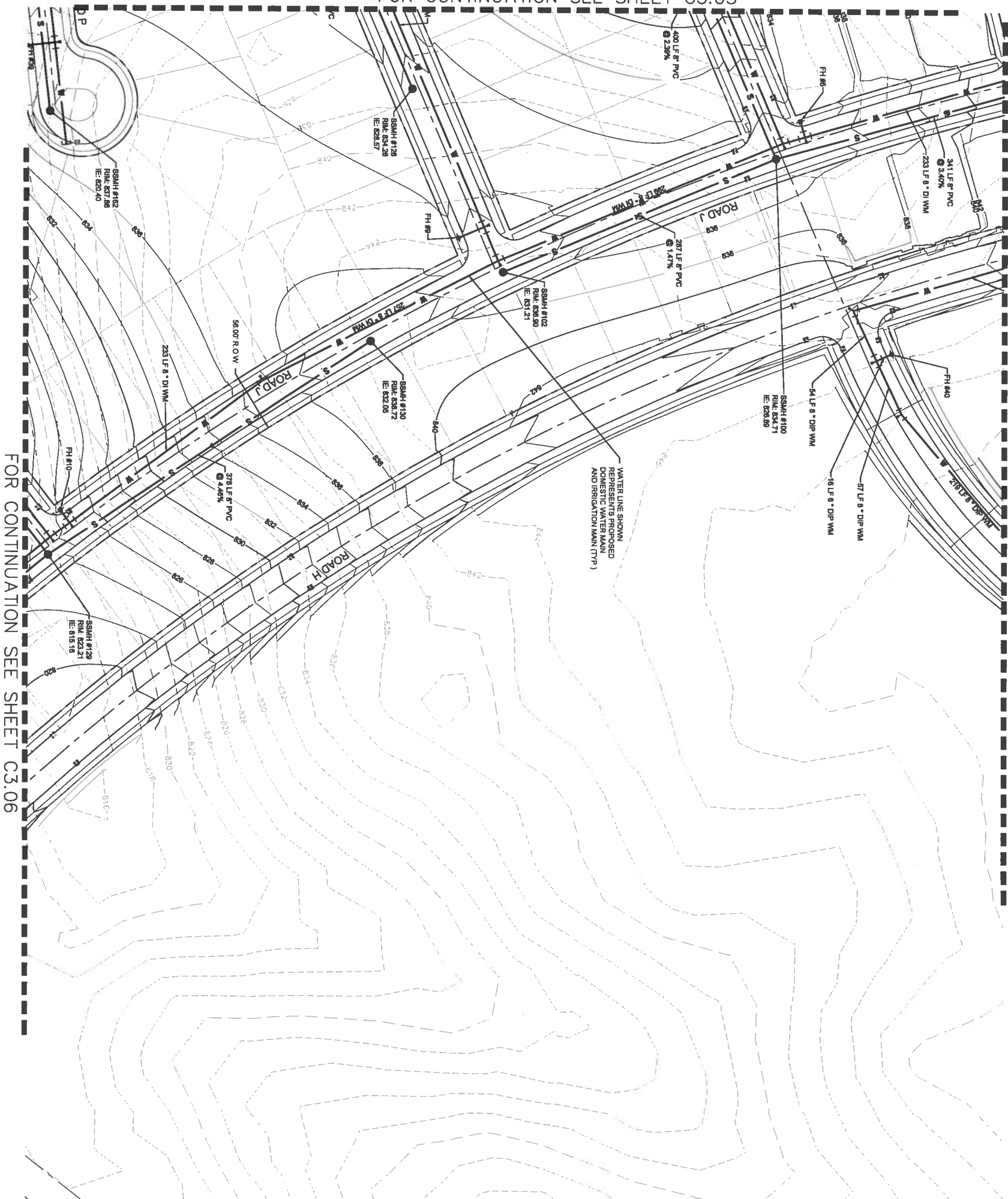
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BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON

FOR CONTINUATION SEE SHEET C3.02



FOR CONTINUATION SEE SHEET C3.03



FOR CONTINUATION SEE SHEET C3.06



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Project Title:
**BADGER MOUNTAIN
SOUTH**

WEST VILLAGE

Client:
**NOR AM
INVESTMENT, LLC**

Job No.
2133020

Issue, Set, & Date:
**PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015**



- Revisions:
- Δ _____
 - Δ _____
 - Δ _____

Sheet Title:
**CONCEPTUAL
SEWER AND
WATER PLAN**

Drafted by: DMM, bkr, TJS
Checked by: TS

Sheet No.
C3.04
— of 39 Sheets

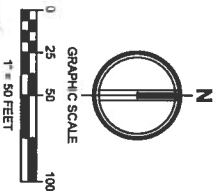


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BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON

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Project Title:

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SOUTH

WEST VILLAGE

Client:

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INVESTMENT, LLC

Job No.

2133020

Issue, Set & Date:

PRELIMINARY PLAT
SUBMITTAL

SEPTEMBER 1, 2015



badger
mountain
SOUTH

Sheet Title:
CONCEPTUAL SEWER
AND WATER PLAN

Designed by: DAWN BYL Checked by: TJS

D.O.

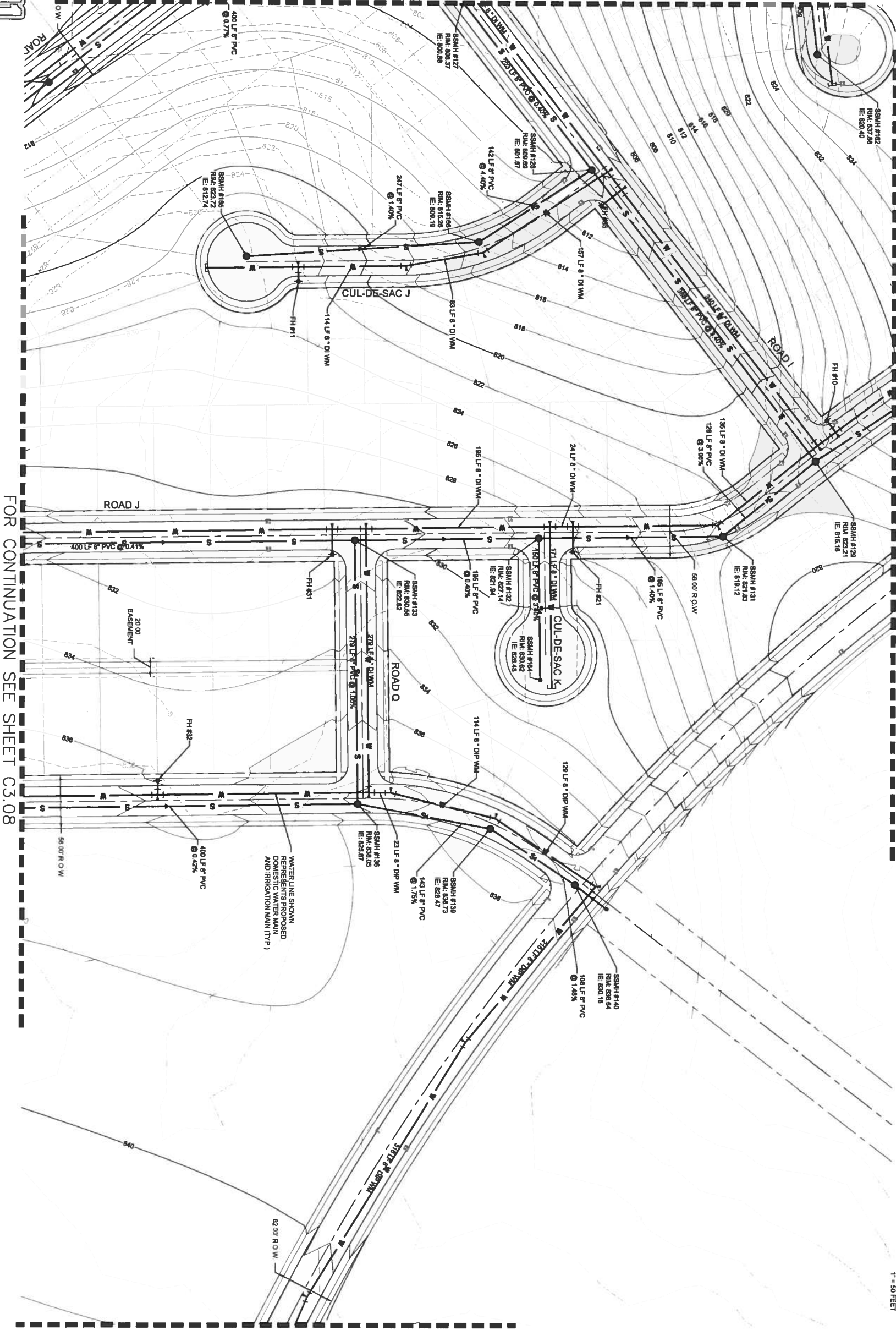
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C3.06

33 of 38 Sheets



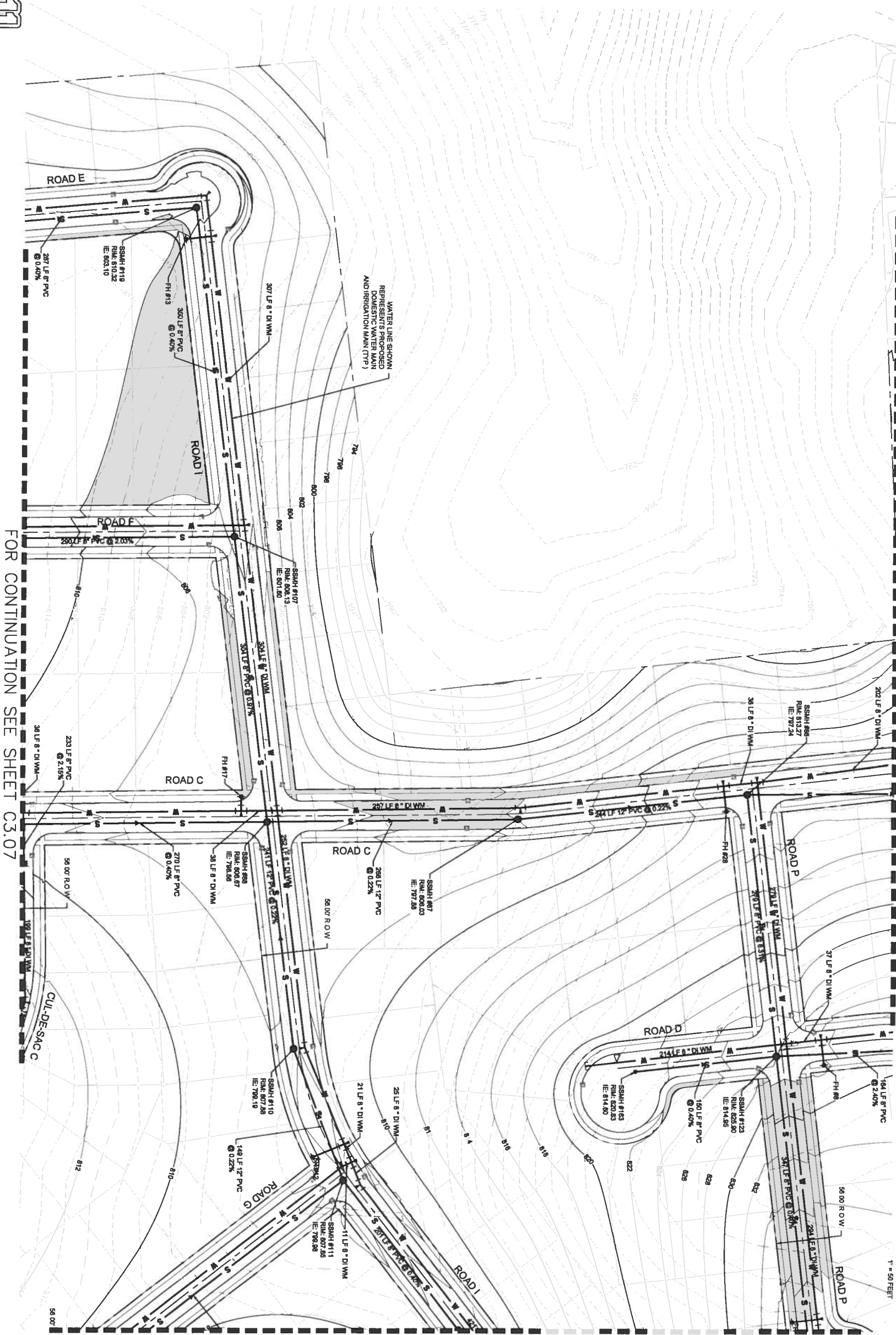
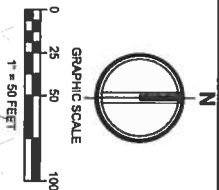
FOR CONTINUATION SEE SHEET C3.06



FOR CONTINUATION SEE SHEET C3.08

FOR CONTINUATION SEE SHEET C3.09

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON
FOR CONTINUATION SEE SHEET C3.03



FOR CONTINUATION SEE SHEET C3.06



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Project Title:
BADGER MOUNTAIN
SOUTH
WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
2133020

Issue Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1 2015



Sheet Title:
CONCEPTUAL SEWER
AND WATER PLAN

Designed by: Denny, Inc. Checked by: TS
DLO

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Project Title:

**BADGER MOUNTAIN
SOUTH**

WEST VILLAGE

Chen's

**NOR AM
INVESTMENT, LLC**

Job No.

2133020

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SUBMITTAL

SEPTEMBER 1, 2015



09/10/2015



badger
mountain
SOUTH



NOTICE

4

2

A
Reynolds

School Title:

CONCEPTUAL SEWER AND WATER PLAN

Sheet No.

Designed by: Drawn by: Checked by:
DJO TJS TS

TJS

T3

C3.07

35 of 38 Shots



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GRAPHIC SCALE

1" = 50 FEET



WATER LINE SHOWN
REPRESENTS PROPOSED
DOMESTIC WATER MAIN
AND IRRIGATION MAIN (TYP)

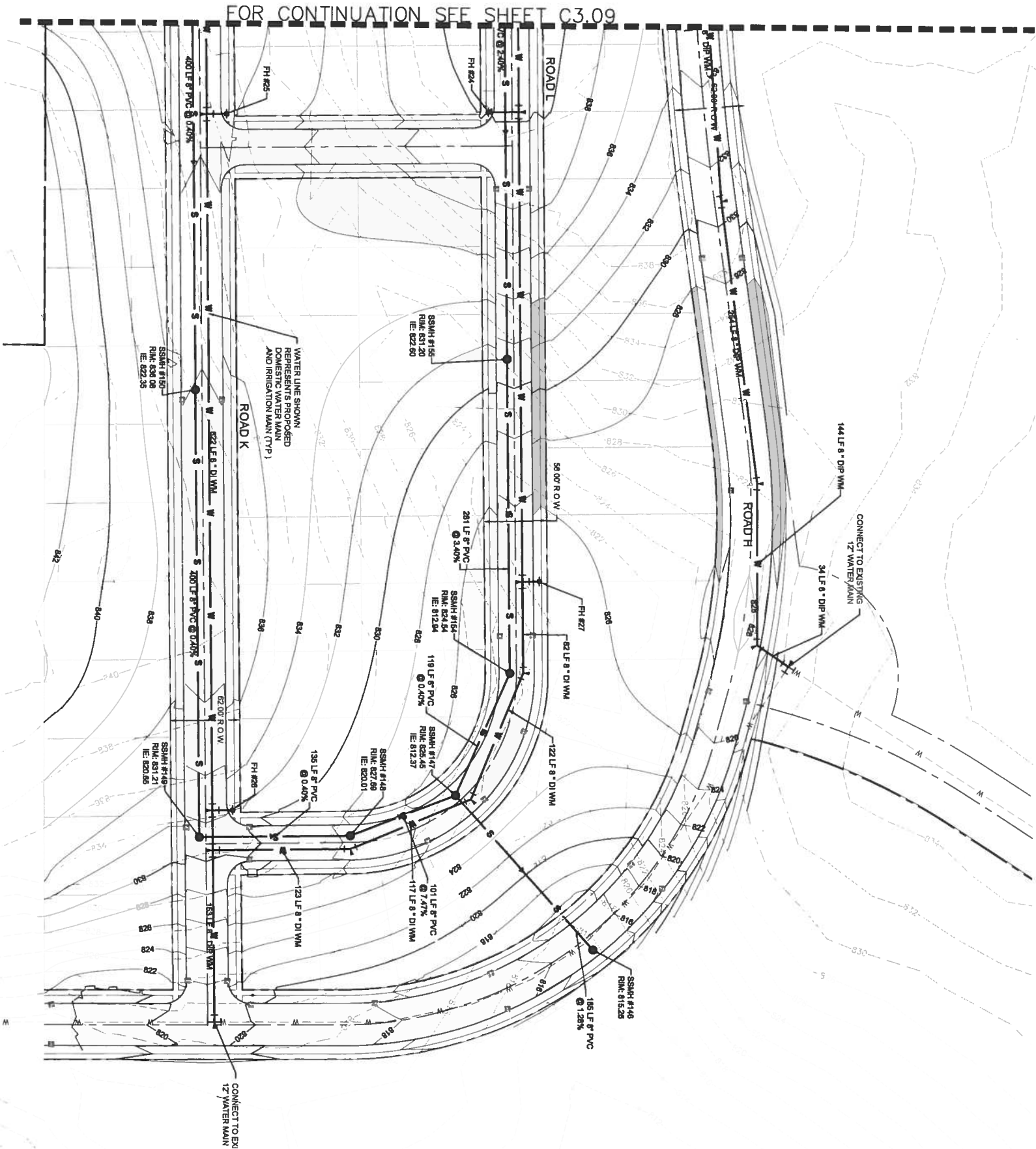
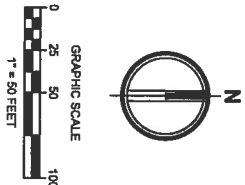
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36 of 38 Sheet



DATE: September 2, 2015 FILENAME: Q:\2013\213302010_CIVCAD\2133020-SH_PRELIM SSWR WATR.dwg

BADGER MOUNTAIN SOUTH - WEST VILLAGE
SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.
BENTON COUNTY, WASHINGTON



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Project Title:
BADGER MOUNTAIN
SOUTH

WEST VILLAGE

Client:
NOR AM
INVESTMENT, LLC

Job No.
2133020

Issue Set & Date:
PRELIMINARY PLAT
SUBMITTAL
SEPTEMBER 1, 2015



badger
mountain
south

Sheet Title:
CONCEPTUAL SEWER
AND WATER PLAN

Designed by: Drawn by: Checked by:
DJO TJS TS

Sheet No.

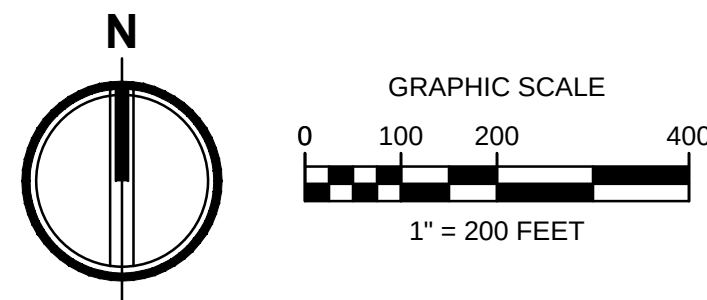
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36 of 36 Sheets



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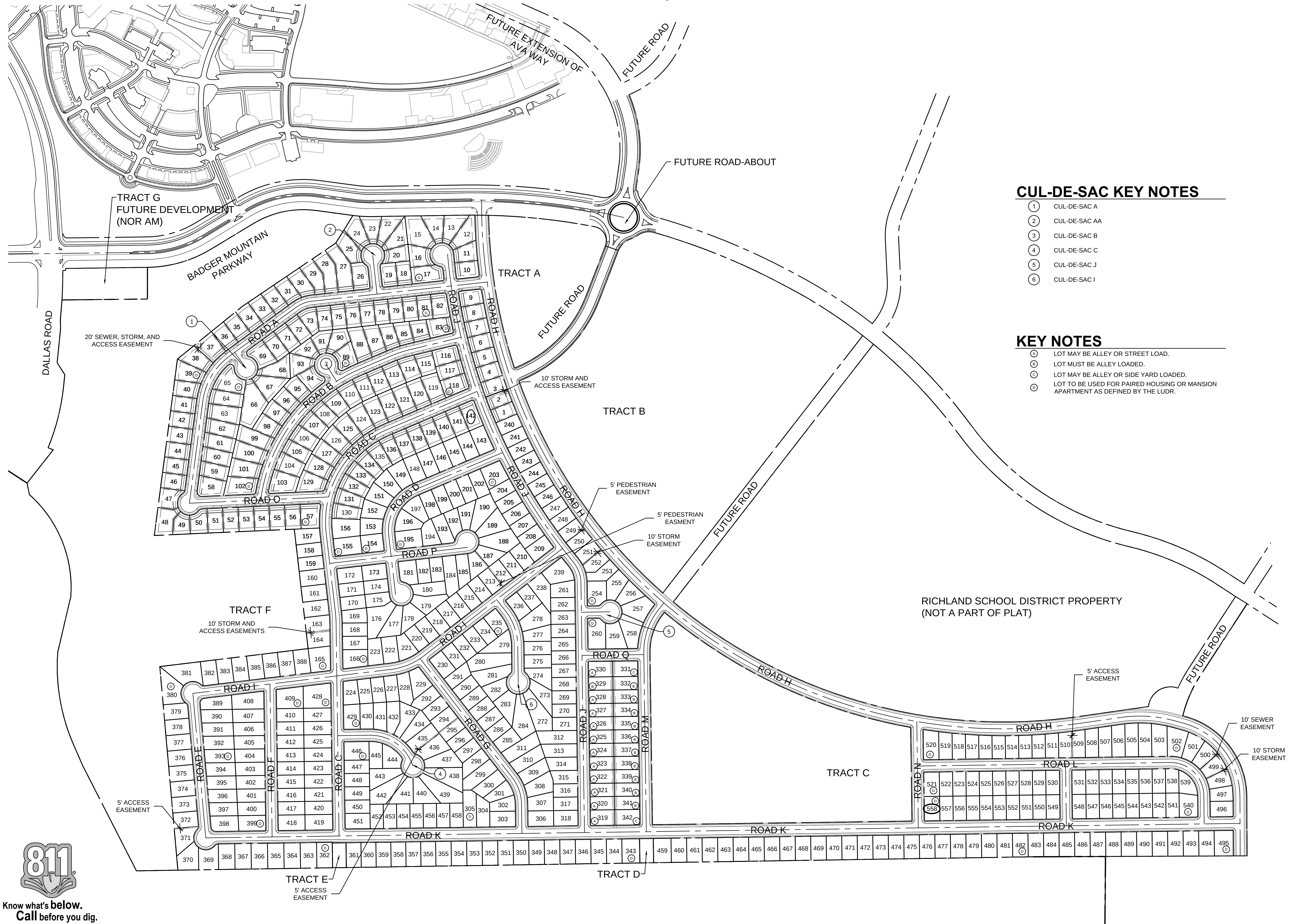
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BADGER MOUNTAIN SOUTH - WEST VILLAGE

SEC. 32 & 33, TWP. 9N, RNG. 28E, W.M.

BENTON COUNTY, WASHINGTON

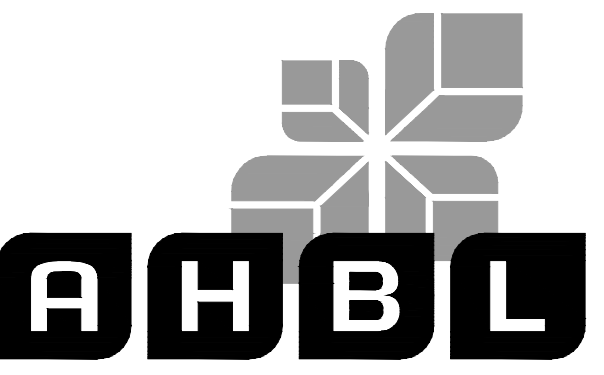


CUL-DE-SAC KEY NOTES

- ① CUL-DE-SAC A
- ② CUL-DE-SAC AA
- ③ CUL-DE-SAC B
- ④ CUL-DE-SAC C
- ⑤ CUL-DE-SAC J
- ⑥ CUL-DE-SAC I

KEY NOTES

- ① LOT MAY BE ALLEY OR STREET LOADED.
- ② LOT MUST BE ALLEY LOADED.
- ③ LOT MAY BE ALLEY OR SIDE YARD LOADED.
- ④ LOT TO BE USED FOR PAIRED HOUSING OR MANSION APARTMENT AS DEFINED BY THE LUDR.



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253.383.2422 TEL 253.383.2572 FAX www.ahbl.com WEB

Project Title:

**BADGER MOUNTAIN
SOUTH**

WEST VILLAGE

Client:

**NOR AM
INVESTMENT, LLC**

Job No.

2133020

Issue Set & Date:

**PRELIMINARY PLAT
SUBMITTAL**

DECEMBER 1, 2015



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Revisions:

Sheet Title:

**OVERALL
SITE PLAN**

Designed by: DJO Drawn by: TJS Checked by: TS

Sheet No.

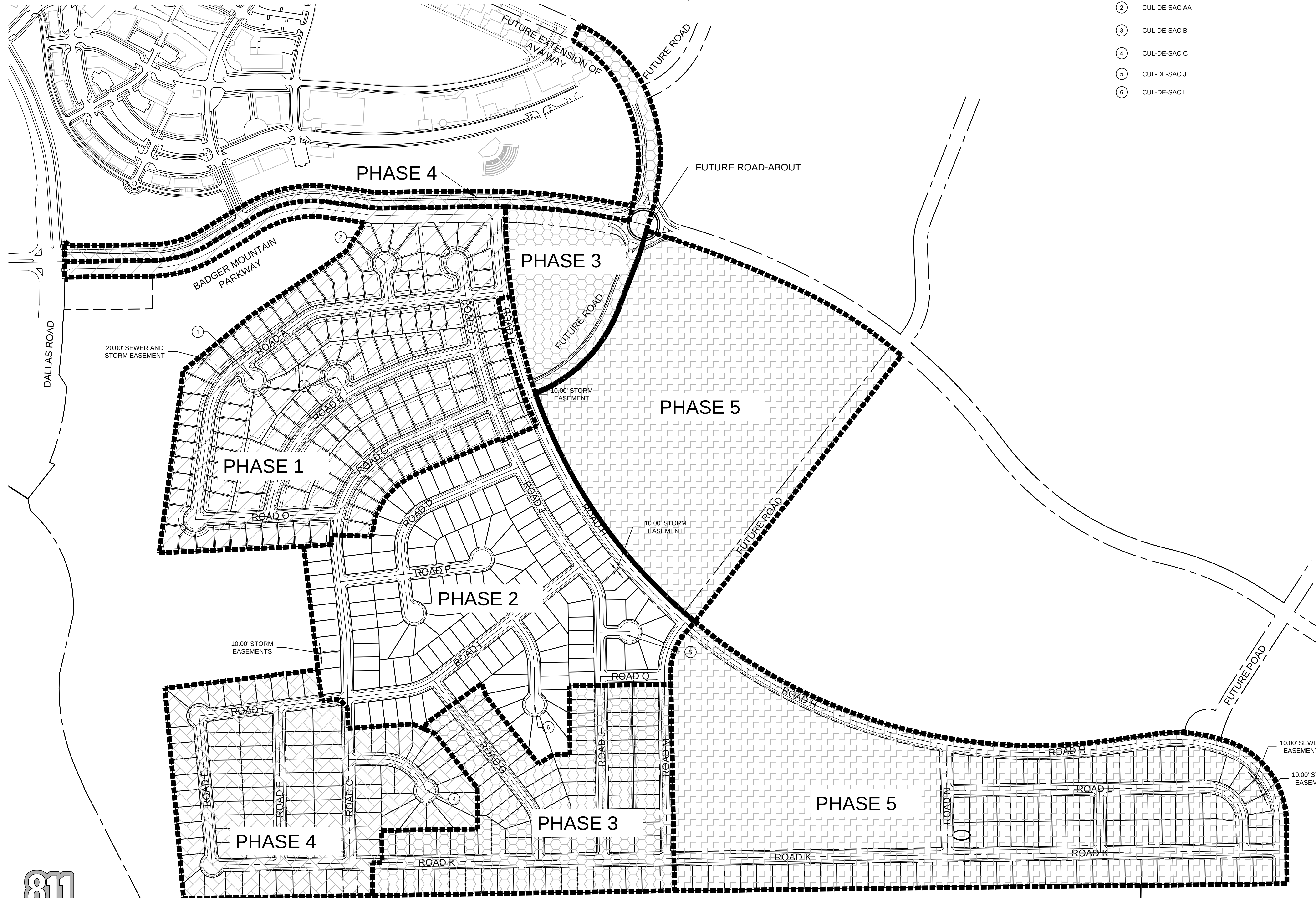
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2 of 38 Sheets



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BENTON COUNTY, WASHINGTON



Value of 38 Sheets

PROJECT MEMO



TO: Rick Simon - City of Richland
FROM: Todd Sawin, PE
Tacoma - (253) 383-2422
DATE: November 30, 2015
PROJECT NO.: 2133020.10
PROJECT NAME: BMS West Village
SUBJECT: West Village Phasing Plan

This memorandum is intended to clarify the phasing of the Badger Mountain South West Vineyard preliminary plat phasing. The project is being phased to allow absorption of lots and limit the financial obligation of the developer to better align with lot sales. Due to the uncertainty in the market and not knowing exactly what the absorption rate of lots will be this phasing plan is approximate. It is intended to layout the groundwork for the development and while the exact limits or tracts included in each phase may change the intended improvements and connectivity will remain. The following is an approximate description of each phase of the development, including the road, pedestrian and green infrastructure improvements.

1. Phase 1
 - a. Develop 142 single family lots
 - b. Includes Tract G – convenience store
 - c. Improve south half of BMS Parkway from Dallas to Future Roundabout connection with AVA and strip for two way traffic
 - d. Construct trails for green infrastructure requirements. These trails will be located on the south side of BMS Parkway, in Tract F, and along AVA Way. They are intended to connect to the West Vineyard trail system and the gravel trail along the north side of the recently planted vineyard west of West Vineyard 1.
2. Phase 2
 - a. Develop 138 single family lots
 - b. No tracts included in this phase
 - c. Improve AVA to gravel road from existing end to BMS Parkway
 - d. Construct part of park in Tract B and additional trails for green infrastructure requirements. Provide usage easement for 5 acre portion of Tract B (City Park)
3. Phase 3
 - a. Develop 88 single family lots
 - b. Includes Tract A – Multifamily
 - c. Improve AVA to full road section from existing end to BMS Parkway. Roundabout improvements to be provided later. Stop controlled intersection to be provided as part of this phase.
 - d. Construct part of park in Tract B for green infrastructure requirements. Provide usage easement for 5 acre portion of Tract B (City Park)



4. Phase 4
 - a. Develop 91 single family lots
 - b. No tracts included in this phase
 - c. Improve north half of BMS Parkway from Dallas to intersection with AVA.
 - d. Construct part of park in Tract B and additional trails for green infrastructure requirements. Provide usage easement for 5 acre portion of Tract B (City Park)
5. Phase 5
 - a. Develop 99 single family lots
 - b. Includes Tract C (multifamily) and Tract B dedication (park)
 - c. Construct traffic signal and intersection improvements to Dallas Road and BMS Parkway. These improvements will be triggered with 600 PM peak hour vehicle trips per the master agreement.
 - d. Construct trails and part of park in Tract B for green infrastructure requirements.

TCS/

Document2

Phase	Residential Units	Trail Required Per Project	Park Required Per Project (Acre)	Total Trail Required	Total Park Required (Acre)
West Vineyard 1	150	2400	2.24	2400	2.24
Veneto Villaggio 10 lots	10	160	0.15	2560	2.39
West Village Phase 1	142	2272	2.12	4832	4.51
West Village Phase 2	138	2208	2.06	7040	6.57
West Village Phase 3	88	1408	1.31	8448	7.88
West Village Phase 4	91	1456	1.36	9904	9.24
West Village Phase 5	99	1584	1.48	11488	10.71
West Village Tract A	113	1815	1.69	13303	12.41
West Village Tract C	347	5556	5.18	18858	17.59

[illegible]

Badger Mountain South
Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Village

Executive Summary

The successful development of the Badger Mountain South Master Plan Community requires close attention to the detailed planning and standards created in the adopted Master Agreement, specifically to the Land Use and Development Regulations as found in Exhibit C of the Master Agreement, commonly identified as the LUDR (Land Use and Development Regulations). The LUDR standards are designed to go beyond the more typical City requirements or standards because they are seen by the Master Developer as building blocks to creating a walkable and sustainable community.

The LUDR establishes a process for the review of development applications that is intended to integrate into the existing City application processes, and yet provide the close attention to LUDR standards without adding significant review time by City staff. This is accomplished by requiring each development application to meet all City code submittal requirements and, at the same time, undergo a review for consistency with the standards of the LUDR. This latter review is completed by the Badger Mountain South Master Plan Administrator who makes a written recommendation of consistency to the City's Development Services Manager. A final "Master Agreement Consistency Determination" is issued by the City after the Manager's review.

The document that follows is the Master Plan Administrator's recommendation for a determination of consistency for this application. It includes a review of all relevant standards found in the LUDR related to a preliminary plat application. The standards are cited, the specific responses are provided for this application, and the Reviewer Comment section adds other pertinent information. The document concludes with references to other relevant Master Agreement provisions that are met with this application.

The application plat name, "West Village," is derived from one of the five neighborhoods to be developed in Badger Mountain South. In the LUDR, density targets and housing mix for each of the five neighborhoods is discussed. Since this is an early Badger Mountain South development application, meeting density targets and a specific housing mix, as described on LUDR page 7-3, will not be totally germane. It is only as the neighborhood continues to develop that the ability to meet these targets will become clear and may require subsequent plat design adjustments on the part of the future developer. However, since these numbers are referred to as "targets," they should be considered as another means to meet the project goals for housing variety and choice, rather than referring to an absolute number of units and unit types for any particular sector.

The applicant has stated that this plat will be finalized in phases, as market conditions warrant. Each phase must meet the conditions of the approved Preliminary Plat, the Master Agreement and, specifically, the LUDR before it will be finalized.

Badger Mountain South
Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Village

Date: August 7, 2015

The purpose of completing the MACR is to ensure that the applicant has met the special requirements for Badger Mountain South, as found in the Land Use and Development Regulations (LUDR). It also allows City staff to be assured that the Master Developer is meeting the terms and obligations of the approved Master Agreement, as it applies to each development activity in Badger Mountain South.

The MACR will be completed by the applicant, as indicated, and submitted with other Preliminary Plat materials, as required in Richland Municipal Code (RMC) Chapter 24.12. It is recommended that the applicant has met with the Master Developer prior to completion of this Supplement.

1. Applicant name, address and contact information:

*Nor Am Investment, LLC
12513 Avenue Dubois SW
Lakewood, WA 98498-5242
Contact: Loren Combs
253-468-8567
ldc@vsilawgroup.com*

2. Project name:

West Village

3. Project description including site size in acres:

A subdivision of 158.56 acres total area; 564 single-family lots created; 17.46 acres designated for multi-family lots; all in the area of Badger Mountain South that lies adjacent to and east of Dallas Road SR82.

4. Is phasing proposed? Please explain:

The applicant has stated that this plat will be finalized in phases, as market conditions warrant.

5. Regulating Plan District(s) (see LUDR p. 2-2):

Neighborhood Edge District (BMS-NE); Neighborhood Collector District (BMS-NC); Neighborhood General District (BMS-NG)

6. What is the name of the neighborhood? (See LUDR pp. 7-1 through 7-3).

Neighborhood: West Village Neighborhood (LUDR 7-3)

7. What is proposed use? See Allowable Use Table (see LUDR p. 2-3).

Single- and Multi-Family residential uses.

8. What building types are likely to be developed here? (See LUDR p. 2-4):

Single-family Alley Access and Street Access; Stacked Units

9. LUDR Preliminary Plat Checklist:

Referenced LUDR Section, Criteria, and Applicant's Response <i>This column to be completed by Applicant.</i>	Reviewer Comments <i>This column to be completed by Master Plan Administrator.</i>
9.1. Block Size LUDR 7.B.2 Block Size and Configuration must meet the following Block Dimension Standards: Block length= 1000', except in VMU District= 400' maximum Identify the following for the smallest and largest blocks: Block length: <i>Smallest: 279 ft.; largest: 799 ft.</i>	<i>All blocks as proposed meet the LUDR requirements for smaller-scale blocks.</i> <i>As allowed in LUDR Section 7.B.3, portions of the site include non-orthogonal street networks in response to topographical and site constraints.</i>
9.2. Front Facing Block LUDR 7.B.4 Does the proposal include only blocks to be constructed with alleys? Yes ☐ No ☒ If yes, skip to No. 9.3; otherwise please select response: Do those blocks with direct street access lots (i.e., without alleys) meet the following criteria: (1) Non-alley load lots do not front onto a Collector Street, except in single-loaded, perimeter location; or, are located in the NE District; or, where located in an area where two districts abut (NG to NE District). Yes ☒ No ☐ (2) Non-alley load lots are not across from a Civic District space. Yes ☒ No ☐ Per the LUDR 3.E.1, in the NE District houses are typically accessed by streets. Per LUDR 7.B.4.d(1), direct street access lots are permitted onto a Collector Street when they are (i) located in the BMS-NG District; (ii) when they are in the BMS-NG District and are located along the perimeter of the BMS project boundary; or (iii) when they are located in the BMS-NG District where that district abuts the BMS-NE District. Does this preliminary plat include any areas where the NE and NG districts abut? Yes ☒ No ☐	<i>The plat contains one block with alley-load lots, located where the BMS-NG and BMS-NE Districts abut.</i> <i>Direct street access is proposed within the BMS-NE District along the southern boundary of the site.</i>

9.3. Other Block Requirements LUDR 7.B.5.a In the Village Mixed Use (VMU), Neighborhood Collector (NC), and Neighborhood General (NG) Districts, two (2) building types required on each block; see Section 2.D. for Building Type Table. Identify Building Types proposed if known or enter N/A: N/A	<i>The plat contains lots with a variety of sizes. Thus, a number of different building types may be accommodated. This variety is intended to encourage a mix of housing price points.</i>
9.4. Street Standards LUDR 6.B - 6.H Sites being designed into additional blocks must meet Street Standards. Is a public street to be constructed? Yes ☒ No ☐ Provide separate sheet with street type and edge type(s) indicated.	<i>Proposed streets are in compliance with LUDR Sections 6.B – 6H. See page C1.13 for street sections proposed for the plat.</i>

9.5. Alleys LUDR 6.G (alley design standards) and 7.B.4 If alleys are not proposed, skip to No. 9.6 below, otherwise complete as indicated. Does this plat include alleys that meet width requirements and other design features as found in 6.G? Yes ☒ No ☐ Provide alley width dimensions here: <i>Total width is 20 ft.; 12 ft. drive lane and two 4 ft.-wide gravel shoulders.</i> LUDR 7.B.4 Dead-end alleys greater than 150' ft. are not permitted; are dead end alleys greater than 150' proposed? Yes ☐ No ☒	<i>Proposed alleys conform to LUDR standards, and do not include dead-ends.</i>
9.6. Lot Size by District and Proposed Building Type LUDR 8.B - 8.P In No. 9.3 (above), proposed Building Types were identified for this project. Do the proposed lot size(s) meet the proposed Building Types lot standards? Yes ☒ No ☐ Please describe: <i>Lot dimensions vary but all can meet one or more Building Type requirements and related standards.</i>	<i>Except where located on curves, lot widths are typically 60 ft., and perimeter lots are typically 70 ft. These dimensions can accommodate multiple Building Types as listed on the Building Types Summary.</i>
9.7 Exceptions Are there any LUDR conditions that cannot be met by this preliminary plat? If so please describe: <i>No exceptions are proposed.</i>	N/A

Additional Reviewer Notes:

Badger Mountain South - MA Section 25.3

"As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South."

Does the number of residential lots trigger additional MA Exhibit D, Green Infrastructure Improvements?
Yes ☒ No ☐

Please explain:

Green Infrastructure Improvements are required and as found in the Master Agreement Exhibit D, are linked to the numbers of residential units (RU) developed.

In the case of West Village Preliminary Plat, 564 single-family and approximately 350 multi-family units are anticipated for a total of approximately 914 RU. With the improvements identified below, this Preliminary Plat meets the requirements of the Master Agreement, Exhibit D.

For planning purposes, it is assumed that the Green Infrastructure requirements of 914 RU will be provided in the following manner:

Requirement	Improvement Provided	Residential Units (RU)
Primary and Secondary Trails 400 LF of equivalent trail to be created per 25 RU, which equals 16 LF per RU. Equivalent trail lengths shall be applied be the length of trail constructed multiplied by the appropriate trail factor below: City Primary Trail = 1 Primary Trail = 1 Secondary Trail = .6 Equestrian Trail = .8 (where shown on trail plan) Urban Trail = 1	<u>Primary Trail</u> West Greenbelt: 4,893 LF West Vineyard Connection: 1,363 LF Connection to Ava Way: 940 LF Road H: 3,641 LF TOTAL PRIMARY TRAIL: 10,837 LF <u>Urban Trail</u> Badger Mtn Parkway: 2,831 LF Ava Way: 563 LF TOTAL URBAN TRAIL: 3,394 LF <u>Secondary Trail</u> West Greenbelt: 1,062 LF	10,837 LF + 3,394 LF + (0.6)(1,062 LF) = 14,868 Equivalent LF (14,868 LF) / (16 LF/RU) = 929.2 RU
Parks 0.375 AC of park area to be created per 25 RU, which equals 0.015 AC, or 650 SF, per RU.	City Community Park: 30.92 AC	(30.92 AC) / (0.015 AC/RU) = 2,061.3 RU
Total Residential Units allowed with the Green Infrastructure improvements per the Preliminary Plat design:		929 RU

Does the number of residential lots proposed trigger MA Exhibit B, Environmental Mitigation Conditions?
Yes ☒ No ☐

Please explain:

The Master Agreement Exhibit B mitigation measures are required. These measures are outlined in the separate environmental document, Badger Mountain South Planned Action Consistency Determination for the West Village Preliminary Plat, attached.

Other Comments:

1. The applicant has also provided additional Open Space as noted below that is not included in the Green Infrastructure Calculations:

MISCELLANEOUS OPEN SPACE

West Greenbelt: 40.30 AC

2. Density targets are also set by neighborhood. See LUDR 7.C.

WEST VILLAGE DENSITY TARGETS: Min. 830 UNITS, Max. 1,040 UNITS.

Residential Units Provided: 564 single-family + approximately 350 multi-family units = ±914 Total Units.

Recommendation of Consistency:

It is my opinion as the Master Plan Administrator that the application as submitted is consistent with the intent and the purpose of the Master Agreement relative to this plat dated 9-18-15 and the amended LUDR approved 3-3-15

Signature:



Date: 12-4-15

Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for West Village Preliminary Plat

A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080, a Mitigated Determination of Non-Significance ("MONS") was issued by the City for the Master Agreement between the City of Richland and NorAm Investment LLC (Master Agreement) on September 23, 2010. The mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. The mitigation conditions set forth in the MONS are captured in Exhibit B of the Master Agreement. Any development occurring within Badger Mountain South must be consistent with those conditions. Once it is determined that all relevant mitigation measures are met, a Planned Action Consistency Determination is issued by the City's responsible official for environmental review.

The West Village Preliminary Plat application is within the scope of the environmental review conducted in the FSEIS and is found to be consistent with the relevant Exhibit B mitigation conditions. These conditions are included as conditions for the preliminary plat approval:

Mitigation Conditions and Findings:

Mitigation Condition 1, Erosion and Soil Stability:

Erosion and soil stability impacts are mitigated. The following measures are required:

- Implement erosion control measures per City of Richland requirements.
- Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
- Water exposed areas during construction in accordance with local air-quality agency requirements.
- Compact soils at densities appropriate for planned land uses.

Mitigation Condition 2, Air Quality:

Air quality impacts are mitigated. Prior to construction, a dust control plan will be developed to comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.

Mitigation Condition 3, Surface Water:

Surface water impacts are mitigated. The appropriate Washington State Department of Ecology *Stormwater Management Manual for Eastern Washington* will be used for stormwater design. The project will construct flow and quality control facilities to meet surface water impacts.

Mitigation Condition 4, Noise:

Noise impacts are mitigated. Existing City regulations will be followed to mitigate impacts from construction.

Mitigation Condition 5, Transportation:

Transportation impacts are mitigated for development of West Village. Per the Exhibit B conditions, transportation mitigation measures are applied as "further analysis" indicates that certain peak-hour trip levels are generated by the Badger Mountain South development. Since development of West Village occur will occur in phases of uncertain size, traffic generation analyses will be performed in conjunction with each phase to ensure that the identified mitigation measures are implemented and that the City of Richland's adopted LOS standards are met.

Mitigation Condition 6, Potable Water:

Potable water impacts are adequately mitigated for development of West Village. Prior phases of development have constructed water infrastructure that is adequate to serve West Village. Additional potable water distribution systems will be designed and constructed as necessary in accordance with City of Richland standards as part of the West Village final development.

Mitigation Condition 7, Sanitary Sewer:

Sanitary sewer impacts are mitigated. Sanitary sewer for the West Village plat area will be provided as envisioned in the Badger Mountain Subarea Plan. The western portion of the site will be served by the existing sewer pump station located immediately west of the development on Dallas Road. The eastern portion of the site will be connected to the sewer pump station that is proposed to serve the eastern half of the Badger Mountain South development.

Mitigation Condition 8, Life Safety Services:

Life safety services impacts are mitigated. All single-family and duplex residential structures are to be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) Standard 13-D. All other conditions of the Department of Fire and Emergency Services will also be met.

Mitigation Condition 9, Electrical Services:

Electrical services impacts are mitigated. A two-acre site has been identified for a future new substation facility. Other energy conservation measures identified in the Master Agreement apply at building construction.

Mitigation Condition 10, Carbon Footprint:

Carbon footprint impacts are mitigated. There are six specific mitigation measures identified in the Master Agreement. Two of the measures, 10.1 and 10.6, are met with this preliminary plat application because it is part of the overall Badger Mountain South project: it will include a mix of densities, is designed to be walkable and sustainable, and will include trails that can support walking and bicycle use. The remaining mitigation measures apply at building design.

Mitigation Condition 11, School Impacts:

School impacts are mitigated. Badger Mountain South has identified locations or potential sites for three elementary and one middle school. Located adjacent to this preliminary plat area is the elementary school site owned by the Kennewick School District.

Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for West Village Preliminary Plat

A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080, a Mitigated Determination of Non-Significance ("MONS") was issued by the City for the Master Agreement between the City of Richland and NorAm Investment LLC (Master Agreement) on September 23, 2010. The mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. The mitigation conditions set forth in the MONS are captured in Exhibit B of the Master Agreement. Any development occurring within Badger Mountain South must be consistent with those conditions. Once it is determined that all relevant mitigation measures are met, a Planned Action Consistency Determination is issued by the City's responsible official for environmental review.

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Mitigation Condition 11, School Impacts:

School impacts are mitigated. Badger Mountain South has identified locations or potential sites for three elementary and one middle school. Located adjacent to this preliminary plat area is the elementary school site owned by the Kennewick School District.



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (S2015-103)

Notice is hereby given that Nor Am Investment, Inc. on September 18, 2015, filed an application for preliminary plat approval to subdivide an approximately 240 acre site into 558 single family residential lots, together with 2 multi-family tracts totaling 23 acres, a 40 acre open space tract, a 30 acre future City park site and a 1.2 acre commercial tract. The project is known as the Plat of West Village and is located within the Badger Mountain South master planned community, east of Dallas Road and south of the plat of West Vineyards.

The Richland Hearings Examiner, on Thursday December 17, 2015, will conduct a public hearing and review of the application at 6:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to rsimon@ci.richland.wa.us. All written comments received will be forwarded to the Hearing Examiner.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration 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.

Rick Simon,
Development Services Manager



AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

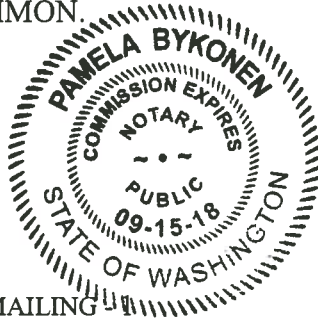
1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 1st day of December, 2015, I mailed a copy of the attached NOTICE OF APPLICATION AND PUBLIC HEARING to subdivide an approximately 240 acre site into 558 single family residential lots, together with 2 multi-family tracts totaling 23 acres, a 40 acre open space tract, a 30 acre future City park site and a 1.2 acre commercial tract. The project is known as the Plat of West Village and is located within the Badger Mountain South master planned community, east of Dallas Road and south of the plat of West Vineyards, to the attached list of individuals via regular USPS mail on the date indicated above.



Print Name: Rick Simon

SIGNED AND SWORN to before me this 1st day of December, 2015 by
RICK SIMON.




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

AFFIDAVIT OF MAILING

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

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

2. On the 1st day of December, 2015, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2015-103 on the property at:

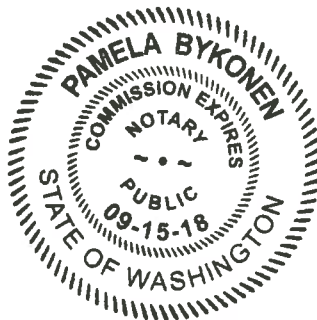
DALLAS ROAD ADJACENT TO SUBJECT PARCEL

PIN #1-3298-300-0003-006



Print Name: Rick Simon

SIGNED AND SWORN to before me this 1ST day of DECEMBER, 2015 by RICK SIMON.




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



www.ci.richland.wa.us

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

**Development Permitting
Division**

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

December 1, 2015

MASTER AGREEMENT CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Vineyards 1, a Badger Mountain South Development (S2011-100)

Applicant: Nor Am Investments, LLC

Project Description: A subdivision of 240 acres into 558 single family residential lots, 2 multi-family tracts, an open space tract, a park tract and a commercial tract, as depicted on the preliminary plat submittal dated September 18, 2105.

Consistency Determination Type: Level 1

Master Agreement Consistency Recommendation: Received recommendation of consistency from Badger Mountain South Master Program Administrator on September 18, 2015.

After completing the review of the preliminary plat application of West Vineyards 1, evaluating it against the standards contained in the adopted Land Use and Development Regulations (LUDR) for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC and after reviewing the recommendation of the Badger Mountain South Master Program Administrator, I find that the application is consistent with the Master Agreement and the LUDR and hereby issue this Master Agreement Consistency Determination.

Sincerely,

Rick Simon,
Development Services Manager



www.ci.richland.wa.us

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

**Development Permitting
Division**

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

December 1, 2015

PLANNED ACTION CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Village, a Badger Mountain South Development (S2015-103)

Applicant: Nor Am Investment, LLC

Project Description: A subdivision of 240 acres into 558 single family lots, 2 multi-family tracts, an open space tract, a park tract, and a commercial tract as depicted on the preliminary plat submittal dated September 18, 2015.

Master Agreement Consistency Determination: Issued December 1, 2015.

After completing the review of the preliminary plat application of West Village and evaluating it in light of the mitigating conditions established in the Final Supplemental Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan and as delineated as Exhibit B in the Master Agreement between the City of Richland and Nor Am Investments, LLC, the City finds the following:

1. The West Village preliminary plat meets the description for a planned action as defined in City code and that as conditioned, the project will implement any applicable conditions or mitigation measures identified in this ordinance;
2. The West Village preliminary plat is consistent with the City of Richland Comprehensive Plan and the Badger Mountain Subarea Plan;
3. The West Village preliminary plat is consistent with the Master Agreement between the City and Nor Am Development, LLC regarding development of Badger Mountain South, as evidenced by the Master Agreement Consistency Determination issued by the City on December 1, 2015;
4. The probable significant adverse environmental impacts of the proposed project have been adequately addressed in the Planned Action Ordinance

and as described in the in the document titled, "Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for West Village Preliminary Plat";

5. The West Village Preliminary Plat is not an essential public facility, as defined in RCW 36.70A.200.
6. Based on the foregoing, a SEPA threshold determination or EIS is not required.
7. The following environmental mitigation conditions shall apply to the West Village Preliminary Plat:
 - a. Erosion control measures as required by City of Richland shall be implemented; vegetative cover on exposed soils shall be provided as soon as practicable following clearing and grading activities; water of exposed soils shall be performed in accordance with Benton Clean Air Authority requirements; soils shall be compacted at densities appropriate for planned uses.
 - b. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan.
 - c. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval based on the Washington State Department of Ecology Stormwater Management Manual for Eastern Washington. All construction work shall be performed in accordance with the provisions of the approved erosion control plan which shall be consistent with City standards.
 - d. The applicants shall conform to City noise standards.
 - e. Transportation mitigation measures shall be applied as analysis indicates following study at the time that the development generates 500 peak hour trips. The mitigation measures identified through the further analysis shall be implemented in accordance with the planned action ordinance.
 - f. Potable water systems shall be designed and constructed in accordance with City standards.
 - g. Sewer systems shall be designed and constructed in accordance with City standards.
 - h. All single family residences and duplexes shall be constructed with a residential fire sprinkler system.
 - i. Energy conservation measures and sustainability standards as established in the LUDR shall apply to new construction within the proposed project.



Rick Simon,
SEPA Responsible Official

December 1, 2015

**CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS**

DATE: December 10, 2015

TO: RICK SIMON, DEVELOPMENT SERVICES MANAGER

PLAT REVIEW BY: JASON REATHAFORD, ENGINEERING TECH 4
PETE ROGALSKY, PUBLIC WORKS DIRECTOR
JEFF PETERS, TRANSPORTATION ENGINEER

PROJECT NAME: WEST VILLAGE PRELIMINARY PLAT (S2015-102)

PROJECT LOCATION: BADGER MOUNTAIN SOUTH, SOUTH OF BADGER MTN. PARKWAY

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on November 17 and November 30, 2015 for the above referenced property and has the following conditions.

General Conditions:

1. The boundary of the pre-plat needs to be clearly defined. All streets and tracts that are to be a part of this project need to be delineated with a border. Please also show Dallas Road and I-82 in the vicinity map as well.
2. Tract "F" does not appear to be within the boundary of the preliminary plat or part of the phasing plan.
3. All final 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 the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) 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.
4. 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.
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.
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 permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of

probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

7. 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. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
8. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.
9. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
10. 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'.
11. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
12. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
13. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for 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.
14. 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:

15. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.

- G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material.
 - K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and 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.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
16. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
17. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.

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

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

18. 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) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

- 19. Left turn lanes and right turn pockets shall be constructed on Dallas Road at the Badger Mountain Parkway intersection at the time of Phase 1 construction per the Master Agreement.
- 20. The south half of Badger Mountain Parkway (including frontage improvements), shall be constructed a minimum of 32-feet wide from Dallas Road to the future roundabout concurrent with phase 1 construction.
- 21. Badger Mountain Parkway shall be constructed to full width, including all frontage improvements, from Dallas Road to the roundabout at Ava Way concurrent with the phase that generates the 500th peak hour trip within the West Village preliminary plat.
- 22. The extension of Ava Way from West Vineyards to the roundabout at the intersection with Badger Mountain Parkway shall be constructed and completed when Badger Mountain Parkway is constructed to full-width. This will also include the complete build-out of the roundabout.

23. A traffic signal shall be constructed at the Dallas Road/Badger Mountain Parkway intersection concurrent with the phase that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development. The developer may achieve compliance with this condition either by completing the signal construction at the appropriate time, or by participation in a traffic impact fee program adopted by ordinance by the City Council at a future date.
24. A specific cross-section of Badger Mountain Parkway was not included on sheet C1.15 of the pre-plat submittal. A cross section of this roadway and its median are needed along with a proposed cross section of the "half street" that shall be constructed concurrent with phase 1. The cross sections supplied shall be compliant with the street sections noted in the LUDR agreement.
25. A ten-foot public utility easement shall be provided along all road frontages and shown on the face of the final plat.
26. Tracts "D" and "E" (future roads) shall be built to the South plat boundary at the same time that the phase that contains them is constructed.
27. All mid-block pedestrian pathways need to be shown on both the pre-plat and construction plans and built to city standards. Said pathways shall be dedicated to the City of Richland at the time of final platting.
28. Sidewalks shall be installed along all public right of way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
29. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an "Arterial Collector" street, and "Road H" is classified as a "Neighborhood Collector" street. Subsequently, no driveways accessing single family lots will be allowed onto them.
30. All intersections of private roadways or alleys with City streets shall be standard commercial driveway drops constructed to City standards.
31. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
32. On-street parking and "No Parking" areas shall be as defined in the Badger Mountain South Land Use and Development Regulations current at the time of development. All parking restrictions shall be noted on the final construction plans and final plats.
33. Homes whose sole access is the proposed "rear alley easement" road section may have to place their garbage cans at locations acceptable to City solid waste collection vehicles.
34. 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 turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

35. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. The existing 12-inch watermain stub off Dallas Road shall be extended to the project site at the time that Badger Mtn Parkway is constructed.

36. The existing 12-inch watermain in Ava Way in the plat of West Vineyards to the north shall also be extended to this plat to provide a "looped" water system which provides redundancy and helps eliminate stagnant water. This water extension shall be done at the same time that Ava Way is constructed.
37. Domestic water shall be extended to the adjoining properties adjacent to the pre-plat, provided they are in the correct pressure zone.
38. 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.
39. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

40. The closest sanitary sewer available for this development is located in Dallas Road to the west. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
41. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
42. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

43. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. 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.
44. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.
45. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

46. 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. 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.
47. 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.
48. 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").
49. 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 24 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 perk within 24 hours.
50. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
51. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
52. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
53. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
54. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

55. 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. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

56. 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 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 prior to application for final occupancy.
57. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
58. 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.
59. 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. A note shall be added to the face of the final plat that states: "*The private roads & alleys 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*".
60. A note shall be added to the face of the plat that states: "*The private drives & alleys within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.*" Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
61. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
62. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an "Arterial Collector" and "Road H" is classified as a "Neighborhood Collector" street. Subsequently, no driveways accessing single family lots will be allowed onto them.
63. A one-foot "No access / screening easement" will be required along the Dallas Road, Badger Mountain Parkway and "Road H" rights-of-way.
64. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
65. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
66. Any restricted parking areas on public streets shall be indicated on the final plats.

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2015-103)
DECEMBER 17, 2015**

APPLICANT: NOR AM INVESTMENTS, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
240 ACRES INTO 558 SINGLE FAMILY LOTS, 2 MULTI-
FAMILY TRACTS, AN OPEN SPACE TRACT, A PARK
TRACT AND A COMMERCIAL TRACT (WEST VILLAGE).

LOCATION: WITHIN THE BADGER MOUNTAIN SOUTH PLANNED
COMMUNITY, EAST OF DALLAS ROAD AND SOUTH OF
THE PLAT OF WEST VINEYARD.

ENGINEER: AHBL

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

The Technical Advisory Committee conducted a review of the request and recommends that if the preliminary plat is approved, such approval be subject to the following conditions:

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.
2. Prior to final plat approval all improvements required under the Land Use and Development Regulations adopted for the Badger Mountain South Subarea shall be installed and accepted by the City or the developer shall provide bonding or other sufficient security acceptable to the City ensuring their installation.
3. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City’s performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **“Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision.”**

5. All construction located within the boundaries of this plat shall conform with the requirements of the Land Use and Development Regulations (LUDR) adopted by the City of Richland for the Badger Mountain South Community. To ensure that future lot buyers are properly informed of the specific LURD requirements, the following notes shall be placed on the final plat:
 - a. **“All residential structures to be constructed within this plat, shall be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) standards 13-D.”**
 - b. **“All residential lots shall be improved within landscaping at the time a certificate of occupancy is issued for any residential use on that lot in accordance with the landscape standards contained in Section 11.E of the Land Use and Development Regulations for the Badger Mountain South Community.”**
 - c. **“All residential structures located within this plat shall conform to the Building Type Standards contained in Section 8 of the Land Use and Development Regulations for the Badger Mountain South Community.”**
 - d. **All residential structures located within this plat shall conform to the Sustainable Standards contained in Section 12 of the Land Use and Development Regulations for the Badger Mountain South Community.”**
6. Development shall comply with all applicable requirements of the Badger Mountain Irrigation District including but not limited to requirements for design and installation of an irrigation system and related easements.
7. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries and shall specify the particular lots within each phase of development that are reserved for housing types other than single family units. This requirement is intended to ensure compliance with Section 8 of the LUDR which mandates at least two housing types per block.
8. Pedestrian pathways within designated access easements as depicted on the Overall Site Plan (Exhibit 5) within each phase of development shall be hard surfaced at the time the final plat for that particular phase is constructed.
9. At the time that engineering plans for each phase of development are submitted to the City for review, the applicants shall include construction plans for the proposed green infrastructure improvements associated with that particular phase of development.
10. The applicants shall submit a plan for the landscape/fencing treatment for the lots along the westerly and southerly boundary of Road H to the City planning

staff for review and approval. Once approved, the treatment plan shall be installed at the time of final plat construction for that particular phase of development.

11. Two sewer stubs shall be provided to the adjacent Richland School District property.
12. Prior to any construction activities taking place on site, the applicants shall demonstrate compliance with the Environmental Mitigation Conditions identified Exhibit B of the Master Agreement between the City of Richland and Nor Am Investments, LLC and as identified in the City's Planned Action Ordinance. Specifically, the following conditions shall apply:
 - a. Erosion control measures as required by City of Richland shall be implemented; vegetative cover on exposed soils shall be provided as soon as practicable following clearing and grading activities; water of exposed soils shall be performed in accordance with Benton Clean Air Authority requirements; soils shall be compacted at densities appropriate for planned uses.
 - b. The applicants shall submit a dust control plan to the Benton County Clean Air Authority for their review and approval. All construction work shall be performed in accordance with the provisions of the approved dust control plan.
 - c. The applicants shall submit an erosion control plan to the City of Richland Public Works Department for their review and approval based on the Washington State Department of Ecology Stormwater Management Manual for Eastern Washington. All construction work shall be performed in accordance with the provisions of the approved erosion control plan which shall be consistent with City standards.
 - d. The applicants shall conform to City noise standards.
 - e. Transportation mitigation measures shall be applied as analysis indicates following study at the time that the development generates 500 peak hour trips. The mitigation measures identified through the further analysis shall be implemented in accordance with the planned action ordinance.
 - f. Potable water systems shall be designed and constructed in accordance with City standards.
 - g. Sewer systems shall be designed and constructed in accordance with City standards.
 - h. All single family residences and duplexes shall be constructed with a residential fire sprinkler system.
 - i. Energy conservation measures and sustainability standards as established in the LUDR shall apply to new construction within the proposed project.

13. Preliminary plat approval is subject to compliance with the conditions of approval set forth in the memorandum from the Civil and Utility Engineering Division for the proposed West Village Preliminary Plat.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 28-16, Authorizing Purchase and Sale Agreement with Charlene Saiz for the Purchase of Duportail Street Reconstruction Project Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
28-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 28-16, authorizing execution of Purchase and Sale Agreement, and other necessary documents, to acquire property from Charlene Saiz for the Duportail Street Reconstruction Project.

Summary:

The Duportail Street Improvements from SR 240 to Wellsian Way have been prioritized in the City Council's Strategic Leadership Plan as a significant contribution to the City's transportation infrastructure.

The Duportail Street Improvements consist of two separate projects: the Duportail Street Reconstruction project between Wright Ave. and Robert Ave., and the Duportail Street Extension project between Robert Ave. and Wellsian Way.

The proposed Purchase and Sale Agreement with Charlene Saiz would acquire both fee title to real property and additional property rights consisting of a Temporary Construction Easement for the Duportail Street Reconstruction Project.

Staff activities for property acquisition on this project are guided by State and Federal regulations and include offers based on fair market value appraisals.

The proposed agreement reflects completion of successful negotiations with Charlene Saiz on her property being impacted by the project. The amount to be paid to Ms. Saiz will be \$3,901.00, the same amount as the fair market appraisals.

Fiscal Impact:
Yes

The total cost of the property acquisition is estimated to be the \$3,901 purchase price plus all closing costs, estimated at up to \$2,000. These costs were anticipated in the project budget and funding is available to complete this acquisition.

Attachments:

1. Resolution No. 28-16
2. Purchase and Sale Agreement

RESOLUTION NO. 28-16

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from Charlene Saiz by negotiated voluntary purchase for the purpose of constructing the Duportail Street Reconstruction project.

WHEREAS, Richland City Council's Strategic Leadership Plan prioritizes completion of the Duportail Street Improvements from SR 240 to Wellsian Way as a high priority contribution to the City's transportation infrastructure; and

WHEREAS, the Duportail Street Improvements project consists of two separate projects with independent utility: Duportail Street Reconstruction from Wright Avenue to Robert Avenue and Duportail Street Extension from Robert Avenue to Wellsian Way; and

WHEREAS, the City completed a successful grant application to the Washington State Transportation Improvement Board (TIB) for funding and received funds to construct both projects; and

WHEREAS, the City received federal Transportation Alternatives Program and Surface Transportation Program funding to complete the funding package for the Duportail Street Reconstruction project; and

WHEREAS, the Duportail Street Reconstruction project, when completed, will provide many benefits to the community including more efficient vehicle travel, improved intersection operation and safety by constructing a roundabout at the Duportail/Wright intersection, and improved bicycle and pedestrian travel with the addition of bike lanes and sidewalks on both sides; and

WHEREAS, the City has identified one parcel with a portion of property that must be acquired and several others that require temporary construction easements to complete the Duportail Street Reconstruction project; and

WHEREAS, property acquisitions for the Duportail Street Reconstruction project will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City of Richland completed appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, Charlene Saiz has property affected by the Duportail Street Reconstruction project in the form of land in fee and temporary construction easement, and has agreed to terms allowing the City to acquire the necessary portion of property and property rights required for this project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Duportail Street Reconstruction project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the purchase and sale agreement, statutory warranty deed, and all other documents necessary to complete the purchase of the required portion of the Charlene Saiz property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2016 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **CHARLENE SAIZ**, a single woman ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

See Exhibit A & B

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

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

1.4. Timing of Conveyance.

1.4.1 The Land in Fee described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

1.4.2 The Temporary Construction Easement described in Section 1.1 shall be conveyed to Purchaser by means of a Temporary Construction Easement at the time of payment and delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property or Property Rights the sum of three thousand nine hundred one dollars and no cents (\$3,901), which is a rounded total that includes seven hundred forty-five and no cents (\$745) for land in fee, and three thousand dollars; no cents (\$3000) for existing improvements; and one hundred fifty-six dollars and no cents (\$156) for temporary construction easement.

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

3.1. Executed Contract. The "Executed Contract Date" is the date that both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the Executed Contract Date is the date of the last signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Within ten (10) business days after the date of execution of this Agreement by both parties ("Execution Date"), Purchaser, at its sole cost and expense, shall order from Tri-City Title & Escrow (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Upon execution of this Agreement by both parties, Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Closing. On or before the date of Closing, Purchaser shall deliver to the Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Purchaser shall deliver the Deed and Temporary Construction Easement, as approved by Seller, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property in Purchaser, Title Company shall record and deliver to Purchaser the Deed and Temporary Construction Easement; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur on a date specified by Tri-City Title & Escrow with written notice to Seller and Purchaser.

5. Title. Upon closing of escrow as set forth in Section 4, title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent.

6.1.2. During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

6.1.4. During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

6.2.1. Seller has full power and authority to enter into and carry out the terms and provisions of this Purchase and Sale Agreement and to execute and deliver all documents

which are contemplated by this Agreement, and all actions of Seller necessary to confer such authority upon the persons executing this Purchase and Sale Agreement and such other documents have been, or will be, taken.

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

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

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

6.2.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report and Seller has not received written notice that any such assessments are threatened.

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

6.2.7. Seller is a single individual owning fee title to the Property as his sole and separate property.

6.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

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

6.3.2. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Miscellaneous.

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

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

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

TO SELLER:

Charlene Saiz
2101 Duportail Street
Richland, WA 99352
Phone: (509) 943-2193

TO PURCHASER:

City of Richland
Attn: Mrs. Julie West
840 Northgate Drive, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7461
Fax: (509) 942-7468
Email: jwest@ci.richland.wa.us

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

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

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

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

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

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

9.9. Counterparts. This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.10. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

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

9.12. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

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

9.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

[Signature page to follow]

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

CHARLENE SAIZ - SELLER

CITY OF RICHLAND - PURCHASER

By: _____ Date _____
Its: _____

By: Cynthia D. Reents, ICMA-CM Date _____
Its: City Manager

Approved by Legal Counsel:

By: _____ Date _____
Its: _____

By: Heather Kintzley Date _____
Its: City Attorney

Exhibit A
Legal Description of Subject Property

Land in Fee

A portion of the Northwest $\frac{1}{4}$ of Section 15, Township 9 North, Range 28 East, W.M., The City of Richland, Benton County, Washington, described as follows:

A portion of Lot 23 Block 162 of the Plat of Columbia Heights Addition, as recorded in Volume 5 of Plats on Page 91, records of said County and State, more particularly described as follows:

Beginning at the Northeast corner of said Lot 23, said corner is lying at the intersection of the Southerly right-of-way of Duportail Street and the Westerly right-of-way of Wright Street as shown on said Plat, and the **TRUE POINT of BEGINNING**, said point being located at Station 17+79.04 at 30.00 feet right, as shown on City of Richland Street Reconstruction right-of-way Plans, records of the City of Richland; Thence South $21^{\circ}22'40''$ West a distance of 19.40 feet along said Westerly right-of-way to the beginning of a 250.00 foot radius tangent curve to the left; Thence Southwesterly a distance of 15.23 feet along said curve and said Westerly right-of-way of Wright Street through a central angle of $03^{\circ}29'23''$; Thence North $04^{\circ}05'37''$ West a distance of 38.26 feet leaving said curve and right-of-way to a point on said Southerly right-of-way of Duportail Street; Thence South $68^{\circ}53'53''$ East a distance of 15.99 feet along the Northerly line of said Lot 23 and said Southerly right-of-way back to the true point of beginning.

Containing 271.0 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A" 15-040E**.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.

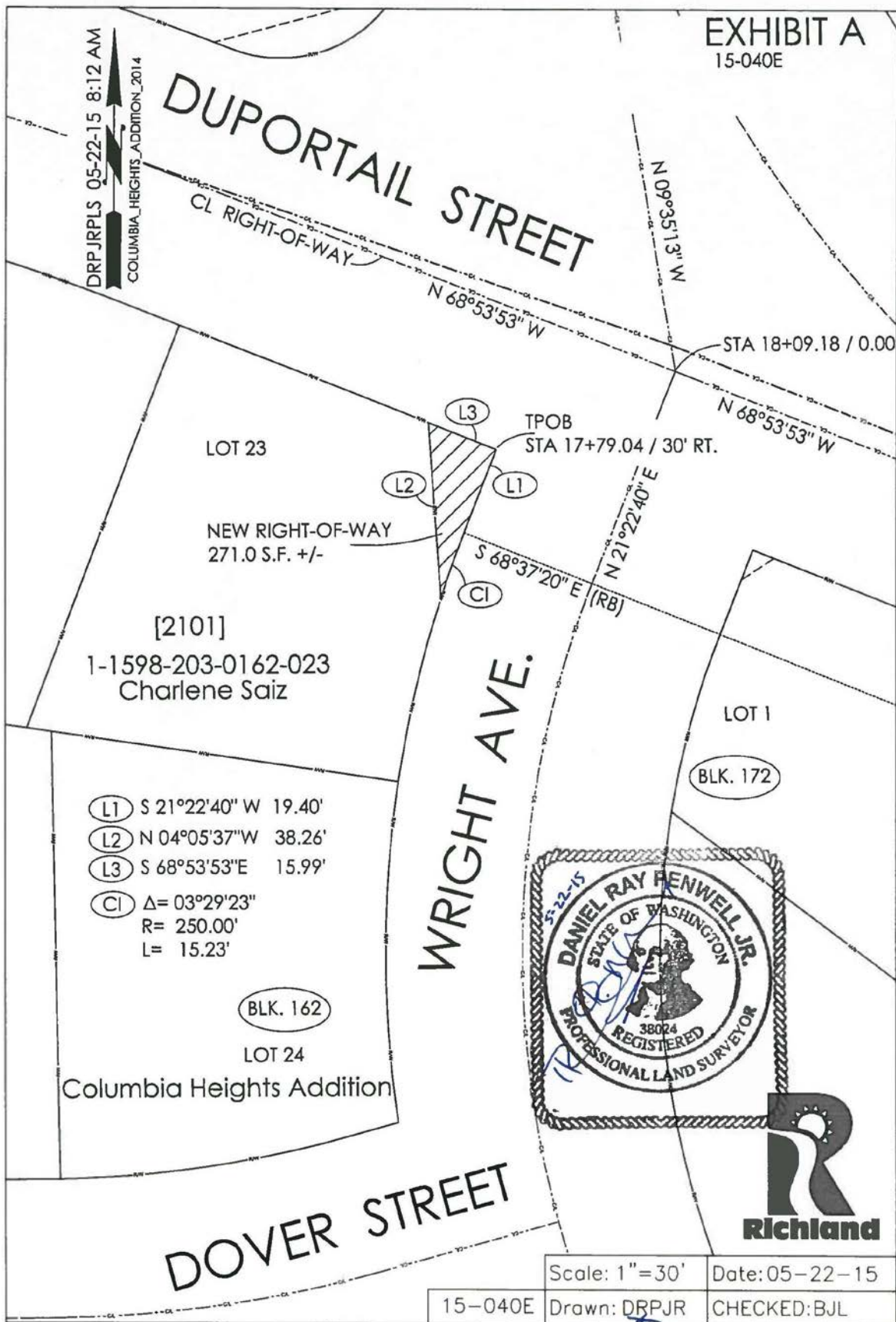


Exhibit B
Legal Description of Subject Property

Temporary Construction Easement

A portion of the Northwest $\frac{1}{4}$ of Section 15, Township 9 North, Range 28, W.M., The City of Richland, Benton County, Washington, described as follows:

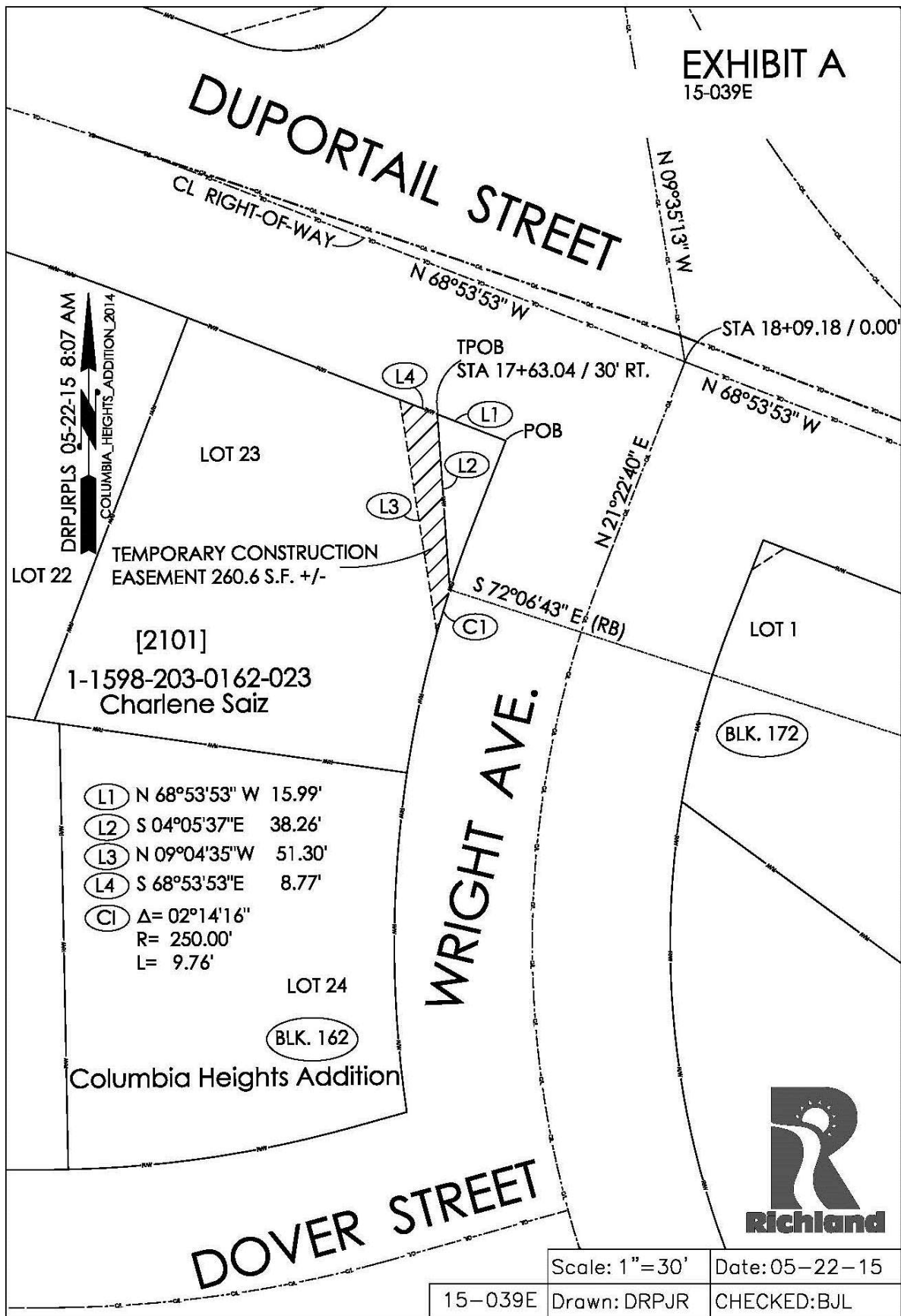
A portion of Lot 23 Block 162 of the Plat of Columbia Heights Addition, as recorded in Volume 5 of Plats on Page 91, records of said County and State, more particularly described as follows:

Beginning at the Northeast corner of said Lot 23, said corner is lying at the intersection of the Southerly right-of-way of Duportail Street and the Westerly right-of-way of Wright Street as shown on said Plat; Thence North $68^{\circ}53'53''$ West a distance of 15.99 feet, leaving said corner along the Northerly line of said Lot 23 and said Southerly right-of-way of Duportail Street, to the **TRUE POINT of BEGINNING**, said point being located at Station 17+63.04 at 30.00 feet right, as shown on City of Richland Duportail Street Reconstruction right-of-way Plans, records of the City of Richland; Thence South $04^{\circ}05'37''$ East a distance of 38.26 feet leaving said Northerly line and said Southerly right-of-way to a point on said Westerly right-of-way of Wright Street and the Easterly line of said Lot 23 and the beginning of a 250.00 foot radius non-tangent curve to the left, and having a radial bearing of South $72^{\circ}06'43''$ East; Thence Southwesterly a distance of 9.76 feet along the arc of said and Westerly right-of-way through a central angle of $02^{\circ}14'16''$; Thence North $09^{\circ}04'35''$ West a distance of 51.30 feet leaving said curve and right-of-way to a point on said Southerly right-of-way of Duportail Street; Thence South $68^{\circ}53'53''$ East a distance of 8.77 feet along said Southerly right-of-way and the Northerly line of said Lot 23 and said right-of-way back to the true point of beginning

Containing 260.6 square feet, more or less, according to the bearings and distances listed above and as depicted on the attached **Exhibit "A" 15-039E**.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.

EXHIBIT A 15-039E





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 29-16, Authorizing Purchase and Sale Agreement with Yuksel, Inc. for Duportail Bridge Right-of-Way

Department:
Public Works

Ordinance/Resolution Number:
29-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 29-16, authorizing execution of Purchase and Sale Agreement, and other necessary documents, to acquire property from Yuksel, Inc. for the Duportail Bridge right-of-way.

Summary:

The Duportail Bridge project was identified as a legislative priority by Council in 2009 as the top priority project. Since then, the City has invested more than \$1.7 million to make the Duportail Bridge project construction ready, including completion of all of the environmental reviews and fully funding the right-of-way acquisition for the project.

When completed, the Duportail Bridge will provide many benefits to the community including more efficient vehicular travel, improved emergency response times, improved access for transit, bicycles and pedestrians, improved access to the Chamna open space, and economic development.

City staff have initiated right-of-way acquisition procedures for this project. Staff activities are guided by State and Federal regulations and include offers based on fair market value appraisals.

The proposed agreement reflects completion of successful negotiations with Yuksel, Inc. on their property being impacted by the project. The amount to be paid to Yuksel, Inc. will be \$21,900, the same amount as the fair market appraisals.

Fiscal Impact:
Yes

The total cost of the property acquisition is estimated to be \$25,000, consisting of the \$21,900 purchase price plus all closing costs. These costs were anticipated in the project budget and funding is available to complete these acquisitions. There is currently \$2,490,358.60 available in the Duportail Bridge project budget.

Attachments:

1. Resolution No. 29-16
2. Purchase and Sale Agreement

RESOLUTION NO. 29-16

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from Yuksel, Inc. by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge project.

WHEREAS, Richland City Council's Strategic Leadership Plan prioritizes completion of the Duportail Bridge as a high priority contribution to the City's transportation infrastructure; and

WHEREAS, since 2007 the Richland City Council has invested to make the Duportail Bridge project construction ready, including completion of all environmental reviews and funding of right-of-way acquisition; and

WHEREAS, the Duportail Bridge, when completed, will provide many benefits to the community including more efficient vehicle travel, improved access for transit, bicycle and pedestrian travel, improved emergency response, improved management of Chamna open space access and economic development; and

WHEREAS, the City has identified several properties that must be acquired to complete the Duportail Bridge project; and

WHEREAS, property acquisitions for the Duportail Bridge project will be completed in accordance with state and federal process requirements; and

WHEREAS, in accordance with state and federal regulations, the City of Richland completed appraisals to determine the fair market value of the properties and has negotiated in good faith with the owners of the properties to be acquired; and

WHEREAS, Yuksel, Inc. (Shoreline Village Apartments) has property affected by the Duportail Bridge project in the form of land in fee, permanent easement, and temporary construction easement, and has agreed to terms allowing the City to acquire the necessary portion of property and property rights required for this project; and

WHEREAS, the funds necessary to acquire the property shall be paid by Duportail Bridge Project funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the purchase and sale agreement, statutory warranty deed, and all other documents necessary to complete the purchase of the required portion of Yuksel, Inc. property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of _____, 2016 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **YUKSEL, INC.**, a Washington corporation ("Seller").

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, all of the following described interests in real property (collectively, the "Property"):

1.1. The Property. The land involved in this transaction is located in the City of Richland, Benton County, Washington, and is legally described as follows:

**See Exhibit A
(contains three separate property descriptions)**

1.2. Scrivener's Errors. In the event of an error in the legal description, the parties agree that either party or a scrivener may correct the error.

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

1.4. Timing of Conveyance.

1.4.1 The land in fee described in Section 1.1 shall be conveyed to Purchaser by a Statutory Warranty Deed ("Deed") subject to the permitted exceptions and at the time of payment. The Deed shall be delivered to Purchaser at closing.

1.4.2 The Permanent Easement described in Section 1.1 shall be conveyed to Purchaser at the time of payment by means of an Easement Deed delivered to Purchaser at closing.

1.4.3 The Temporary Construction Easement described in Section 1.1 shall be conveyed to Purchaser at the time of payment by means of a Temporary Construction Easement Deed delivered to Purchaser at closing.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property the sum of twenty-one thousand nine hundred dollars and no cents (\$21,900),

which is a rounded total that includes fifteen thousand two hundred forty-six dollars and no cents (\$15,246) for land in fee, seven hundred sixty-three dollars and no cents (\$763) for improvements, one thousand five hundred twenty-five dollars and no cents (\$1,525) for a permanent easement, and four thousand three hundred fifty-six dollars and no cents (\$4,356) for a temporary construction easement.

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

3.1. Executed Contract. The "Executed Contract Date" is the date upon which both parties have signed this Purchase and Sale Agreement. If the Purchase and Sale Agreement is signed on different days, the Executed Contract Date is the date of the last signing party. Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.2. Title Review. Within ten (10) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Tri-City Title & Escrow (the "Title Company") a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

3.4. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this agreement by the Seller's mortgage company/financial institution holding a lien on the property.

3.5. Council Approval. The closing of this transaction is contingent upon approval of this Agreement by the City Council of the City of Richland. In the event the Richland City Council determines not to approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

4. Closing. On or before the date of Closing, Purchaser shall deliver to the Title Company the Purchase Price for the Property in the form of a certified or cashier's check. Purchaser shall deliver all Deeds, as approved by Seller, to the Title Company for placing in escrow. Title Company shall be instructed that when it is in a position to issue a standard owner's policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the Property as described in Section 1.1. in Purchaser, Title Company shall record and deliver to Purchaser the Deeds; and issue and deliver to Purchaser the standard owner's policy of title insurance.

4.1. Closing Costs. Purchaser shall pay all attorney's fees, recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

4.2. Closing Date. The closing of the transaction and delivery of all items shall occur at Tri-City Title & Escrow, and shall occur on a date specified by Tri-City Title & Escrow with written notice to Seller and Purchaser. Unless extended in writing by the parties, closing shall occur no later than 90 days after the date of execution of this Agreement. Failure to close within 90 days or to extend the closing date by mutual agreement of the parties shall cause this Agreement to terminate and be without any further force and effect, and without further obligation of either party to the other.

5. Title. Upon closing of escrow as set forth in Section 4, fee title to the Property shall be conveyed by Seller to Purchaser by a duly-executed Statutory Warranty Deed.

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property without the Purchaser's prior written consent.

6.1.2. During the contract period, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, easement or the like against the title to the Property

without Purchaser's prior consent.

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the preliminary title report.

6.1.4. During the contract period, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

6.2. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Purchaser, each of which shall be true on the date hereof and on the date of closing. Seller shall immediately provide Purchaser with written notice of any event which would make any representation or warranty set forth below incorrect or untrue, and upon receipt of such notice, Purchaser may elect to terminate this Agreement. Upon Purchaser's election to terminate, this Agreement shall be without any further force and effect, and without further obligation of either party to the other.

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

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

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

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

6.2.5. No special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

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

6.2.7. Seller is a Washington for-profit corporation owning fee title to the Property.

6.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the date hereof and on the date of closing:

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

6.3.2 Purchaser represents that the existing parking structures referenced in Exhibit B, September 10, 2015 letter of Rick Simon, Richland Development Services Manager, shall become recognized legal non-conforming buildings with the rights and restrictions as set forth therein. Exhibit B is attached hereto and incorporated by reference.

6.3.3. Purchaser represents that it has sufficient funds to close this transaction.

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser.

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the closing date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace, or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party within two (2) days' notice of such event. If, prior to the closing date, neither party provides said termination notice within such two-day period, the closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

7.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 7.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 7.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the

Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

8. Purchasers' Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as their sole remedies: (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity. Purchaser hereby waives all other remedies on account of a breach hereof by Seller.

9. Miscellaneous.

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

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

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

TO SELLER:

Yuksel, Inc.
Attn: Mr. Gary Burchard
24440 94th Avenue South
Kent, WA 98030
Phone: (253) 854-6357
Email: garyburchard@comcast.net

TO PURCHASER:

City of Richland
Attn: Mr. Jeff Peters
840 Northgate Drive, P.O. Box 190
Richland, WA 99352
Phone: (509) 942-7500
Fax: (509) 942-7468
Email: jpeters@ci.richland.wa.us

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

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

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

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

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

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

9.9. Counterparts. This Purchase and Sale Agreement may be executed in several counterparts, each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

9.10. Cooperation and Further Assurances. Each party shall cooperate with the other in good faith to achieve the objectives of this Agreement. The parties shall not unreasonably withhold responses to requests for information, approvals, or consents provided for in this Agreement. The parties agree to take further action and execute further documents, both jointly or within their respective powers and authority, as may be reasonably necessary to implement the intent of this Agreement.

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

9.12. Complete Agreement. This Agreement represents and contains the entire understanding between the parties related to the acquisition of the Property. The parties acknowledge that no other oral or written collateral agreements, understandings, or representations exist outside of this document, with the exception of any documents expressly incorporated by reference in this Agreement. Any prior agreements, whether verbal or written, not specifically referred to in this Agreement are hereby terminated.

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

9.14. Scrivener. The party drafting this Agreement is the City of Richland. The City of Richland makes no representations regarding the rights or responsibilities of Seller under this Agreement. Seller is encouraged to review the completed contract with counsel before signing this Agreement.

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

YUKSEL, INC. - SELLER

CITY OF RICHLAND - PURCHASER

By: Susan Burchard
Its: President

Date

By: Cynthia D. Reents, ICMA-CM
Richland City Manager

Date

By: Gary Burchard
Its: Vice President

Date

Marcia Hopkins
Richland City Clerk

Approved by Legal Counsel:

By:
Its:

By: Heather Kintzley
Richland City Attorney

Exhibit A
Legal Description of Subject Property

Land in Fee

That portion of Tract 1 as shown on Record Survey in Vol. 1 of Survey, Page 3572 (Records of Benton County, Washington) located in the West 1 /2 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at the Southwest corner of said Tract 1, being a point on the existing Easterly right-of-way of Duportail Street;

Thence along said Easterly right-of-way North 38°17'29" East, 370.17 feet to the POINT OF BEGINNING;

Thence continuing along said existing Easterly right-of-way the following (3) courses and distances:

North 38°17'29" East, 61.09 feet;

North 38°08'28" East, 215.36 feet;

North 88°47'09" East, 12. 92 feet;

Thence leaving said Easterly right-of-way South 38°05'12" West, 166.23 feet;

Thence South 38°17'29" West, 118.44 feet;

Thence North 51°42'31" West, 10.00 feet to the POINT OF BEGINNING.

Containing 0.07 acres, more or less.

TOGETHER WITH AND SUBJECT To covenants, easements, and restrictions of record.

Permanent Easement

That portion of Tract 1 as shown on Record Survey in Vol. 1 of Surveys, Page 3572 (Records of Benton County, Washington) located in the West 1/2 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at the Southwest corner of said Tract 1, being a point on the existing Easterly right-of-way of Duportail Street;

Thence leaving said Easterly right-of-way along the Southerly boundary of said Tract 1 the following (8) courses and distances:

South 32°14'07" East, 29.69 feet;

South 45°48'54" East, 29.71 feet;

South 49°48'32" East, 351.89 feet;

51.64 feet along the arc of a curve to the left having a radius of 80.00 feet, a delta of 36°59'04" and a long chord that bears South 68°18'04" East a chord distance of 50.75 feet;

South 86°47'36" East, 198.20 feet;

65.01 feet along the arc of a curve to the left having a radius of 80.00 feet, a delta of 46°33'36" and a long chord that bears North 69°55'36" East a chord distance of 63.24 feet;

North 46°38 '48" East, 20.45 feet;

South 78°45'17" East, 42.24 feet to the POINT OF BEGINNING.

Thence leaving said Southerly boundary 26.70 feet along the arc of a non-tangent curve to the left having a radius of 80.00 feet, a delta of 19°07'32" and a long chord that bears North 47°46'27" East a chord distance of 26.58 feet;

Thence South 51°47'18" East, 5.00 feet to the easterly boundary of said Tract 1;

Thence along said Easterly boundary South 38°12'42" West, 21.42 feet to the Southeast corner of said Tract 1;

Thence along the Southerly boundary of said Tract 1 North 78°45'17" West, 10.56 feet to the POINT OF BEGINNING.

Containing 0.01 acres, more or less.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.

Temporary Construction Easement

That portion of Tract 1 as shown on Record Survey in Vol. 1 of Surveys, Page 3572 (Records of Benton County, Washington) located in the West 1/2 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at the Southwest corner of said Tract 1, being a point on the existing Easterly right-of-way of Duportail Street;

Thence leaving said Easterly right-of-way along the southerly boundary of said Tract 1 the following (3) courses and distances:

South 32°14'07" East, 29.69 feet;

South 45°48'54" East, 29.71 feet;

South 49°48'32" East, 143.92 feet to the POINT OF BEGINNING.

Thence leaving said Southerly boundary North 40°11'28" East, 11.00 feet;

Thence South 49°48'32" East, 94.02 feet;

Thence South 40°11'28" West, 11.00 feet to the Southerly line of said Tract 1;

Thence along said Southerly line North 49°48'32" West, 94.02 feet to the POINT OF BEGINNING.

Containing 0.02 acres, more or less.

TOGETHER WITH

That portion of Tract 1 as shown on Record Survey in Vol. 1 of Surveys, Page 3572 (Records of Benton County, Washington) located in the West 1/2 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at the Southwest corner of said Tract 1, being a point on the existing Easterly right-of-way of Duportail Street;

Thence leaving said Easterly right-of-way along the Southerly boundary of said Tract 1 the following (4) courses and distances:

South 32°14'07" East, 29.69 feet;

South 45°48'54" East, 29.71 feet;

South 49°48'32" East, 351.89 feet;

17.76 feet along the arc of a curve to the left having a radius of 80.00 feet, a delta of 12°43'12" and a long chord that bears South 56°10'08" East a chord distance of 17.72 feet to the POINT OF BEGINNING.

Thence leaving said Southerly boundary North 28°14'59" East, 11.00 feet;

Thence 29.07 feet along the arc of a non-tangent curve to the left having a radius of 69.00 feet, a delta of 24°08'25" and a long chord that bears South 74°43'23" East a chord distance of 28.86 feet;

Thence South 86°47'36" East, 48.06 feet;

Thence South 3°07'46" West, 11.00 feet to the Southerly boundary of said Tract 1;

Thence along said Southerly boundary the following (2) courses and distances:

North 86°47'36" West, 48.07 feet;

33.88 feet along the arc of a curve to the right having a radius of 80.00 feet, a delta of 24°15'52" and a long chord that bears North 74°39'40" West a chord distance of 33.63 feet to the POINT OF BEGINNING.

Containing 0.02 acres, more or less.

TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions of record.

EXHIBIT B

RECEIVED SEP 11 2015



505 Swift Boulevard, P.O. Box 190, Richland, WA 99352

www.ci.richland.wa.us

September 10, 2015

Gary Burchard
Yuksel, Inc.
24440 94th Avenue South
Kent, WA 98030

Development Permitting Division

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

RE: Shoreline Village Apartments – Parking Structure

Dear Mr. Burchard:

This letter is written to verify that the existing parking structures that are part of the Shoreline Village Apartment complex, located approximately 20 feet from Duportail right-of-way were built in accordance with the City's setback requirements for the R-3 Multi-Family Residential zoning district and in accordance with the site plan approval granted by the Richland Planning Commission. With the construction of the Duportail Bridge and necessary widening of the Duportail Street right-of-way, the setback of these parking structures will only be 10 feet from the edge of the expanded right-of-way.

At the time that the right-of-way is widened, these parking structures will become legal, non-conforming buildings, based on their reduced setback from the right-of-way. These buildings can continue to be used and could be altered, repaired or extended as long as any expansion of the buildings would not result in further reduction of the setback to the adjacent Duportail right-of-way. If any of these buildings were damaged in the future, they could be replaced in their present location. The status of the buildings as legal, non-conforming buildings would continue for as long as the buildings remain, regardless of changes in ownership.

I hope this letter adequately explains the City's regulations concerning these structures. If you have any questions regarding this letter, please call me at (509)942-7596.

Sincerely,

Rick Simon,
Development Services Manager



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 30-16, Authorizing Interlocal Agreement for Automatic Aid Response

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

30-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 30-16, authorizing execution of an Interlocal Agreement for Automatic Aid Response.

Summary:

This Interlocal Agreement for Automatic Aid Response is an update to Agreement C119-07. The previous agreement only included the Cities of Kennewick and Richland, and three Benton County Fire Districts (SECOMM agencies).

This latest auto aid agreement update adds Pasco Fire Department, Franklin County Fire District #3, Walla Walla County Fire District #5, West Benton RFA (formerly Benton County Fire District #3) and Benton County Fire Districts #5 and #6, as signatories to the existing agreement.

Mutual Aid agreements allow for one agency to request aid from another when needed. However, under Automatic Aid agreements, agencies can build dispatch run cards that pre-plan for the dispatching and response of multiple agencies, depending on the type and complexity of an emergency.

All parties have previously signed the updated agreement, with the Cities of Kennewick and Richland as the final two signatories.

Fiscal Impact:

No No additional parties.

Attachments:

1. Resolution No. 30-16
2. Interlocal Agreement for Automatic Aid Response

RESOLUTION NO. 30-16

A RESOLUTION of the City of Richland authorizing execution of an Interlocal Agreement for Automatic Aid Response Between the Cities of Richland, Kennewick and Pasco, West Benton Regional Fire Authority, Benton County Public Hospital District No. 1, Benton County Fire Protection Districts 1, 2, 4, 5, 6, Franklin County Fire Protection District 3, and Walla Walla Fire Protection District 5.

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

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the citizens of the respective jurisdictions, and of mutual benefit to the delivery of emergency services if, in some circumstances, the services of one fire agency be extended outside corporate limits of that city or district into another; and

WHEREAS, the parties hereto desire to enter into an Automatic Aid Response Agreement, wherein under some circumstances an agency will respond automatically to an emergency incident within the corporate limits of another.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute an Interlocal Agreement for Automatic Aid Response Between the Cities of Richland, Kennewick and Pasco, West Benton Regional Fire Authority, Benton County Public Hospital District No. 1, Benton County Fire Protection Districts 1, 2, 4, 5, 6, Franklin County Fire Protection District 3, and Walla Walla Fire Protection District 5.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

INTERLOCAL AGREEMENT FOR AUTOMATIC AID RESPONSE
BETWEEN
THE CITY OF KENNEWICK, WASHINGTON
THE CITY OF PASCO, WASHINGTON
THE CITY OF RICHLAND, WASHINGTON
WEST BENTON REGIONAL FIRE AUTHORITY, WASHINGTON
Benton County Public Hospital District No. 1, Washington
BENTON COUNTY FIRE PROTECTION DISTRICT 1, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 2, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 4, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 5, WASHINGTON
BENTON COUNTY FIRE PROTECTION DISTRICT 6, WASHINGTON
FRANKLIN COUNTY FIRE PROTECTION DISTRICT 3, WASHINGTON
AND
WALLA WALLA COUNTY FIRE PROTECTION DISTRICT 5, WASHINGTON

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the City of Kennewick, Washington, the City of Richland, Washington, and the City of Pasco, Washington, hereafter referred to as the "Cities", West Benton Regional Fire Authority (RFA), Benton County Public Hospital District #1, Ambulance/Emergency Medical Services, Benton County Fire Protection District #1, Benton County Fire Protection District #2, Benton County Fire Protection District #4, Benton County Fire Protection District #5 Benton County Fire Protection District #6, Franklin County Fire Protection District #3 and Walla Walla County Fire Protection District #5, hereinafter referred to as the "Districts" and collectively referred to as the "Agencies." This Agreement is entered into under the provisions of RCW 39.34, the Interlocal Cooperation Act.

I. Recitals

WHEREAS, the Cities of Kennewick, Pasco and Richland maintain organized and equipped fire departments and the Districts are organized and equipped, for the benefit of the citizens of their respective jurisdictions; and

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

WHEREAS, it has been determined by each of the parties hereto that it would be in the best interests of the citizens of the respective jurisdictions, and of mutual benefit to the delivery of emergency services if, in some circumstances, the services of one fire agency be extended outside corporate limits of that city or district into another; and

WHEREAS, the parties hereto desire to enter into an Automatic Aid Response Agreement, wherein under some circumstances an agency will respond automatically to an emergency incident within the corporate limits of another; and

WHEREAS, the parties hereto desire to set forth their rights, duties, and responsibilities with respect to said Automatic Aid Response obligations as allowed by State law; NOW, THEREFORE,

For and in consideration of the covenants contained herein, performed, and to be performed, the parties hereto agree as follows:

II. Terms and Conditions

Section 1. The Districts and the Cities, respectively, shall each provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$5,000,000 each occurrence. Each City and District shall provide the other with a Certificate of Liability Insurance.

LIABILITY:

Each agency shall be responsible for the wrongful or negligent actions of its employees while performing or arising out of the performance of this agreement as their respective liability shall appear under the laws of the State of Washington and/or Federal Law and this agreement is not intended to diminish or expand such liability.

1. To that end, each agency promises to hold harmless and release all the other participating agencies from any loss, claim or liability arising from or out of the negligent tortious actions or inactions of its employees, officers and officials. Such liability shall be apportioned among the parties or the other at fault persons or entities in accordance with the laws of the State of Washington.
2. Nothing herein shall be interpreted to:
 - 2.2 Waive any defense arising out of RCW Title 51.
 - 2.3 Limit the ability of a participant to exercise any right, defense, or remedy which a party may have with respect to third parties or the officer(s) whose

action or inaction give rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.

- 2.4 Cover or require indemnification or payment of any judgment against any individual, agency for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages against any individual agency. Payment of punitive damage awards, fines or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal or county district employer, should that employer elect to make said payment voluntarily. This agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

Section 2. The Districts and Cities hereunder shall maintain suitable workmen's compensation coverage for its own employees without cost to the other parties to this Agreement, and the Districts and Cities shall pay their own personnel, without cost to the other party.

Section 3. Each of the parties hereto shall be fully responsible for all repairs, maintenance, and upkeep of all equipment in use pursuant to this Agreement, while said equipment is used outside of its geographical boundaries, said repair, upkeep and maintenance to include gas, oil, lubrication, parts replacement, and repair of casualty damage.

Section 4. It is understood and agreed by and between the parties hereto that every effort should be made to become familiar with each other's equipment and only use and operate equipment that they have been trained on.

Section 5. It is further understood and agreed by and between the parties hereto that the deployment of agency resources will be done following a pre-determined and agreed method utilizing the most current Computer Aided Dispatch (CAD) methodology.

Section 6. It is further understood and agreed by and between the parties hereto that the service mutually agreed to be rendered pursuant to this Agreement shall be Fire, Rescue, and Emergency Medical Services.

Section 7. The availability of resources is dependent on many factors and this Agreement will not bind any party to provide services to another in a manner that causes undue risk to the safety of the citizens of the Cities or the Districts, or the employees of the Agencies.

The intent of this Agreement is to increase the overall safety to the citizens of the Cities and the Districts, and the employees of the Agencies, through the pre-planned and coordinated sharing of available resources.

Section 8. It is further understood and agreed by and between the parties hereto that, for the purposes of liaison and the administration of this Agreement, there is hereby delegated the authority to the Fire Chiefs of each of the parties to jointly form an administrative board for carrying out this Agreement. It is also understood and agreed that responsibility may be delegated to agents or employees of the respective Fire Agencies to develop and implement deployment plans that meet the intent of this Agreement. Each party to this Agreement shall appoint members to this deployment planning group who are familiar with the process of Computer Aided Dispatch and that each party shall furnish the administrative board, in writing, the names and rank of all participating members.

Section 9. It is further understood and agreed that the most senior officer of the first arriving unit will assume command of the incident until relieved by an officer from the jurisdiction having authority. It is recognized that in some situations an agency may be confronted with an incident for which a more qualified incident commander is available from another party to this Agreement. In those situations the senior officer from the host jurisdiction may delegate authority to a more qualified individual to command the incident. However, the host agency will retain responsibility for the incident.

Section 10. It is understood and agreed by and between the parties hereto that this Agreement is made with the understanding that no charges will be assessed directly to any of the other parties to this Agreement for services in their primary service area.

Section 11. It is also understood that parties to this Agreement provide services to areas within or adjacent to the jurisdiction in which fees for services are charged (example; federal jurisdiction lands). When other parties to this Agreement provide services to those areas, the party responsible for serving those areas agrees to reimburse the other agencies for their services after receiving reimbursement from the agency having jurisdiction.

Section 12. Refusal to provide services to areas under separate contracts or agreements by a party to this Agreement will not void this Agreement for other areas.

Section 13. Safe and successful implementation of this Agreement is dependent on training and familiarization between the parties to this Agreement. To facilitate these needs, the administrative board will delegate responsibility to a training and equipment officer group comprised of members from each of the participating agencies.

Section 14. This Agreement shall become effective thirty (30) days after being signed and shall remain in full force and effect for one year from the first date indicated above and shall be automatically renewed from year-to-year by the parties hereto, after an annual review, unless terminated.

This Agreement may be terminated by any of the parties after giving notice in writing of its intention to terminate not less than ninety (90) days from or after the date of said notice.

Section 15. It is not the intention that a separate legal entity be established to conduct the cooperative undertaking nor is the acquiring, holding or disposing of real or personal property anticipated. The administrators of this Agreement shall be the Fire Chiefs of the Fire Agencies.

Section 16. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

Section 17. Copies of this Agreement shall be filed with the appropriate County Auditor's Office or posted on the websites of the Agencies.

IN WITNESS WHEREOF the parties have hereunto placed their hands and seals on the day and year first indicated.

CITY OF KENNEWICK

Approved as to Form:

By: _____
MARIE MOSLEY, City Manager

LISA BEATON, City Attorney

Date: _____

CITY OF PASCO

Approved as to Form:

By: _____
DAVE ZABELL, City Manager

LELAND KERR, City Attorney

Date: _____

CITY OF RICHLAND

Approved as to Form:

By: _____
CYNTHIA D. REENTS
City Manager

HEATHER KINTZLEY
City Attorney

Date: _____

WEST BENTON RFA

Approved as to Form:

By: _____
MORGAN EVERETT, Chair
Board of Commissioners

Attorney for West Benton RFA

Date: _____

BENTON COUNTY PUBLIC HOSPITAL DISTRICT #1

Approved as to Form:

By: _____
STEPHEN KENNY, Chair
Board of Commissioners

Attorney for Hospital District #1

Date: _____

BENTON COUNTY FIRE DISTRICT #1

Approved as to Form:

By: _____
JERRY MORRIS, Chair
Board of Fire Commissioners

Attorney for Fire District #1

Date: _____

BENTON COUNTY FIRE DISTRICT #2

Approved as to Form:

By: _____
BARRY ORTH, Chair
Board of Fire Commissioners

Attorney for Fire District #2

Date: _____

BENTON COUNTY FIRE DISTRICT #4

Approved as to Form:

By: _____
ANDREW J. HILL, Chair
Board of Fire Commissioners

Attorney for Fire District #4

Date: _____

BENTON COUNTY FIRE DISTRICT #5

Approved as to Form:

By: _____
Dan Schmitt, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____

BENTON COUNTY FIRE DISTRICT #6

Approved as to Form:

By: _____
HAROLD JUERGENS, Chair
Board of Fire Commissioners

Attorney for Fire District #6

Date: _____

FRANKLIN COUNTY FIRE DISTRICT #3

Approved as to Form:

By: _____
RON SHUCK, Chair
Board of Fire Commissioners

Attorney for Fire District #3

Date: _____

WALLA WALLA COUNTY FIRE DISTRICT #5

Approved as to Form:

By: _____
BRAD LANGDELL, Chair
Board of Fire Commissioners

Attorney for Fire District #5

Date: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 31-16, Accepting a \$121,375 Grant from the Washington State Recreation and Conservation Office (RCO) and Authorizing Execution of Agreement with RCO

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

31-16

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No.31-16, accepting a \$121,375 YAF grant from RCO and authorizing the City Manager to sign and execute an agreement with RCO.

Summary:

On July 7, 2015, City Council authorized staff to apply to the Washington State Recreation and Conservation Office for a Youth Athletic Facilities (YAF) grant to provide field lighting at Columbia Point Marina Park.

On October 13, 2015, the City was notified that the project had scored within the funding limits and on January 20, 2016 the City received the contract from RCO.

Field lights at Columbia Point Marina Park will enhance existing events in the park such as the City's NFL Flag Football program and the Mid-Columbia Boat & RV Show as well as provide a venue for new events, expanding existing events and activities and increase sports field use along the City's waterfront.

This project is included in the 2016 Capital Improvement Program.

Fiscal Impact:

The project is funded in the 2016 Capital Improvement Program. The City's match has been identified as Real Estate Excise Tax 1st 1/4%.

Attachments:

1. Resolution No. 31-16 RCO Grant Acceptance
2. RCO Agreement

RESOLUTION NO. 31-16

A RESOLUTION of the City of Richland accepting a grant in the amount of \$121,375 for installation of field lights at Columbia Point Marina Park from the Washington State Recreation and Conservation Office (RCO) and authorizing the execution of an agreement with the Recreation and Conservation Office.

WHEREAS, the City has identified a deficiency in meeting the demand for multi-purpose sports fields; and

WHEREAS, on July 7, 2015 City Council authorized staff to apply to the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities (YAF) grant for installing field lights at Columbia Point Marina Park; and

WHEREAS, the scope of the project includes installing field lighting on the open turf area at Columbia Point to support City-sponsored activities and help meet the field demands of local sports organizations; and

WHEREAS, the City was notified on October 13, 2015 that a grant, in the amount of \$121,375 had been awarded; and

WHEREAS, on January 20, 2016 the City received the RCO contract; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland accepts a grant in the amount of \$121,375 and authorizes the City Manager to sign and execute an agreement with the Washington State Recreation and Conservation Office.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Funding Board Project Agreement

Project Sponsor: Richland Parks & Recreation Department
Project Title: New Field Lights for Columbia Point Marina Park

Project Number: 15-1427D
Approval Date: 11/18/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Richland by and through the Richland Parks & Recreation Department (sponsor), PO Box 190, Richland, WA 99352 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Richland will use this grant to install field lighting at an existing open field in Columbia Point Marina Park that is being utilized for Ultimate Frisbee, Lacrosse and Flag Football. Columbia Point Marina Park is located in Benton County. The primary recreation provided by this project will be for Lacrosse, Ultimate Frisbee and Flag Football.

D. PERIOD OF PERFORMANCE

The period of performance begins on December 1, 2015 (project start date) and ends on December 31, 2016 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be for 20 years from the date of final reimbursement from RCO or the date RCO accepts the project as complete per the Project Agreement, whichever is later and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed \$121,375.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
RCFB - YAF - Renovation	50.00%	\$121,375.00	State
Project Sponsor	50.00%	\$121,375.00	
Total Project Cost	100.00%	\$242,750.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

1. Archaeological, Historic, and Cultural Resource Consultation

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Dave Bryant
Title: Parks & Recreation Planner
Address: 500 Amon Park Dr
Richland, WA 99352
Email: dbryant@ci.richland.wa.us

RCFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 15-1427D, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Richland Parks & Recreation Department

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: _____ /s/ _____

Assistant Attorney General

Date: _____ July 20, 2015

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Richland Parks & Recreation Department
Project Title: New Field Lights for Columbia Point Marina Park

Project Number: 15-1427D
Approval Date: 11/18/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
- acquisition project** - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
- Agreement or Project Agreement** - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
- applicant** - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.
- application** - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
- C.F.R.** - Code of Federal Regulations
- contractor** - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).
- development project** - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
- director** - The chief executive officer of the Recreation and Conservation Office or that person's designee.
- education project** - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
- education and enforcement project** - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
- equipment** - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).
- funding board** - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
- indirect cost** - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
- landowner agreement** - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
- maintenance project** - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
- maintenance and operation project** - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
- match or matching share** - The portion of the total project cost provided by the sponsor.
- milestone** - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
- pass-through entity** - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C.F.R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.
- period of performance** - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).
- planning (RCFB projects only)** - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.
- planning (SRFB projects only)** - A project that results in a study, assessment, project design, or inventory.
- pre-agreement cost** - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

- E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. Income.
 - 1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. Use of income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching resources;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 - 1. Publish a notice to the public requesting bids/proposals for the project;
 - 2. Specify in the notice the date for submittal of bids/proposals;
 - 3. Specify in the notice the general procedure and criteria for selection; and
 - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;
 3. The dollar amount of federal funds for the project; and
 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

- A. Section 15 - Income and Income Use;
- B. Section 19 - Stewardship and Monitoring;
- C. Section 21 - Acknowledgement and Signs;
- D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
- E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
- F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

- A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, \$200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE

Purchased Services 10% MBE 4% WBE

Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- 1. Include qualified minority and women's businesses on solicitation lists.
 - 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 - 3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
 - 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:
 - 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 - 2. \$3,000 or more is included for supplies; or
 - 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 - 4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or \$3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at <http://www.epa.gov/osbp/contactpage.htm>. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.

Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

- M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 - 1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - 3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding \$100,000, EPA requires the following certification and disclosure forms:

Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf

Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sflllin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

- O. Payment to Consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (sponsors) or by a recipients' (sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(j), as applicable, for additional information.

As of January 1, 2014, the limit is \$602.24 per day \$75.28 per hour.

- P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
- The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.
- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
 - 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
 - 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.
- "YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
- Establish all sub-award agreements in writing;
 - Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. Copyrighted Material. EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

A. DUNS and CCR Requirements

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

B. FY2011 ACORN Funding Restriction. No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
 1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

- a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
- b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

C. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor: Richland Parks & Recreation Department
Project Title: New Field Lights for Columbia Point Marina Park
Program: YAF - Renovation

Project Number: 15-1427
Project Type: Development
Approval: 11/18/2015

Project Metrics

Sites Improved

Project acres renovated: 1.80

Development Metrics

Worksite #1, Easterly Portion of Columbia Point Marina Park

Athletic Fields

Multi-purpose field development

Number of multi-purpose fields:

0 new, 0 renovated

Number of multi-purpose fields with lighting:

0 new, 1 renovated

Adding lights to existing field.

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 15-1427 D
Project Name: New Field Lights for Columbia Point Marina Park
Sponsor: Richland Parks & Rec
Project Manager: Alison Greene

X	!	Milestone	Target Date	Comments/Description
		Project Start	12/01/2015	
X		60% Plans to RCO	12/31/2015	
X		Design Initiated	01/01/2016	
		SEPA/NEPA Completed	01/31/2016	
		All Bid Docs/Plans to RCO	01/31/2016	
		Applied for Permits	02/01/2016	
	!	Cultural Resources Complete	03/01/2016	Survey required, see special condition #1. DAHP Log No: 121515-02-RCFB
		Bid Awarded/Contractor Hired	03/31/2016	
	!	Progress Report Submitted	04/01/2016	
	!	Annual Project Billing	06/01/2016	
	!	Construction Started	08/01/2016	
		RCO Interim Inspection	08/31/2016	
		50% Construction Complete	08/31/2016	
		90% Construction Complete	09/30/2016	
		Funding Acknowl Sign Posted	09/30/2016	
		Construction Complete	09/30/2016	
		RCO Final Inspection	10/31/2016	
		Final Billing to RCO	12/31/2016	
		Final Report in PRISM	12/31/2016	
	!	Agreement End Date	12/31/2016	

X = Milestone Complete

! = Critical Milestone



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 34-16, Authorizing an Agreement with Parametrix, Inc. for Landfill Environmental Monitoring, Sampling and Reporting Services

Department:
Public Works

Ordinance/Resolution Number:
34-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 34-16, authorizing the City Manager to sign and execute an agreement with Parametrix, Inc. for environmental monitoring, sampling and reporting for the Horn Rapids Landfill.

Summary:

Richland's Horn Rapids Landfill is currently permitted to deposit solid waste on a forty-six acre area. The permit requires the City to sample the groundwater and gas wells quarterly and provide the Health Department and the Department of Ecology with quarterly and annual reports. In addition to the routine environmental monitoring, the City is also advancing an independent voluntary cleanup program for groundwater contamination at the site. The cleanup program requires additional monitoring and analysis described as assessment monitoring.

Existing City staff does not have expertise to conduct the required groundwater sampling, lab analysis, and environmental status analysis. Since 2005 the City has contracted with Parametrix, Inc. to complete the environmental sampling, analysis and reporting work. The proposed agreement would authorize Parametrix, Inc. to complete the required analysis and reports for 2016. Staff recommends approval of this contract to achieve compliance with the City's environmental monitoring obligations at the Horn Rapids Landfill.

Fiscal Impact:

The proposed agreement has a not to exceed budget of \$66,448.14. The 2016 Solid Waste Disposal Expert Services budget, approved at \$139,696, includes funding for this agreement.

Attachments:

1. RES #34-16
2. Landfill Environmental Agreement

RESOLUTION NO. 34-16

A RESOLUTION of the City of Richland authorizing the execution of a Consultant Agreement with Parametrix, Inc. for Environmental Monitoring Services at the Horn Rapids Landfill.

WHEREAS, the City of Richland is required by State Law to monitor and report on groundwater quality at its Horn Rapids Landfill; and

WHEREAS, the City currently does not have the staff expertise to complete the required sampling, analysis and reporting; and

WHEREAS, Parametrix, Inc. does have the expertise to complete the sampling, analysis and reporting; and

WHEREAS, Parametrix, Inc. was chosen as the City's engineering consultant on the Horn Rapids Landfill via a competitive evaluation satisfying the City's purchasing policies; and

WHEREAS, Parametrix, Inc.'s comprehensive knowledge and experience related to the Horn Rapids Landfill includes planning and design for closure of the current operating landfill disposal area, planning and design for future expansion of the landfill disposal capacity, and the recent history of groundwater monitoring; and

WHEREAS, it is in the best interest of the City to continue contracting with Parametrix, Inc. to provide groundwater quality monitoring, analysis and reporting for the City's Horn Rapids Landfill.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland authorizing the City Manager to sign and execute the Consultant Agreement between the City and Parametrix, Inc. for the 2016 Environmental Monitoring Services.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of _____, 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Parametrix, Inc., 719 2nd Avenue, Suite 200, Seattle Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide environmental monitoring and groundwater sampling along with preparing quarterly and annual reports on landfill groundwater and also provide landfill gas support services for the Horn Rapids Landfill.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 19-16
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by March 31, 2017.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed Sixty-Six Thousand Four Hundred Forty-Eight Dollars and Fourteen Cents (\$66,448.14). Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A: Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the

Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

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

Purchasing Manager
City of Richland
2700 Duportail Street, Bldg. 200
PO Box 190, M/S #11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Steve Emge
Name of Firm:	Parametrix, Inc.
Address:	719 Second Avenue
Address:	Suite 200
Address:	Seattle, WA 98104
Email:	SEmge@parametrix.com
Phone Number:	206-394-3700
Fax Number:	855-542-6353

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

23) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

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

CITY OF RICHLAND, WASHINGTON

PARAMETRIX, INC

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A – SCOPE OF WORK

CITY OF RICHLAND PUBLIC WORKS DEPARTMENT SERVICE AGREEMENT FOR ENGINEERING SERVICES

2016 SERVICE YEAR:

2016 ENVIRONMENTAL MONITORING SERVICES

Leader: Lisa Gilbert, LHG

Background:

Parametrix has developed this scope of work for conducting environmental monitoring and preparing environmental monitoring reports for 2016, as requested by The City of Richland Public Works Department (City). The environmental monitoring is being conducted under the requirements of the *Criteria for Municipal Solid Waste Landfills (Chapter 173-351 WAC)*, and the *Model Toxics Control Act (Chapter 173-340 WAC)*.

Task 01 - 2016 Quarterly Groundwater and Lysimeter Sampling

Objective:

Provide one personnel to conduct four quarterly groundwater sampling events during 2016 (March 2016 through December 2016) in accordance with the *Criteria for Municipal Solid Waste Landfills, Chapter 173-351 WAC* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

One Parametrix field technician and one City of Richland personnel will conduct the sampling events. Monitoring includes collecting groundwater samples quarterly during 2016, and assisting the City in collecting lysimeter samples biannually (if leachate is present).

Deliverables:

Field data sheets for each well documenting field measurements.

Samples provided to laboratory for analysis.

Assumptions:

Each field event will be conducted during three field days and will include collecting samples from ten groundwater monitoring wells, including one duplicate sample.

SCOPE OF WORK (CONTINUED)

Additional samples will be collected at two monitoring wells for Appendix III parameters during the second quarter.

Leachate samples will be collected (if present) during the second and fourth quarters.

The analytical laboratory will be under direct contract to the City.

The City will provide personnel trained for groundwater sampling and confined lysimeter vault entry.

Task 02 - 2016 Quarterly Environmental Monitoring Reports

Objective:

Prepare reports documenting the results of the First, Second and Third Quarter 2016 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare report for each of the First, Second and Third quarters in the general format previously used by Parametrix during 2015, except for the statistical evaluation approach. The revised statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in groundwater and landfill gas data to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via email) and Final Environmental Monitoring Reports for the First, Second and Third Quarters of 2016 (four copies). The final reports will be submitted within 60 days after receipt of the quarterly analytical data.

Assumptions:

Data will be prepared for ten groundwater samples and one field duplicate (Appendix I and II parameters), and two groundwater and two leachate samples (Appendix III).

Landfill gas data will be collected as described in Task 04.

Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

SCOPE OF WORK (CONTINUED)

Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.

The City will provide Parametrix with authorization to use the Sanitas® groundwater program used to conduct statistical analyses, and the City will pay the annual license fee directly to Sanitas.

Task 03 – 2016 Annual Environmental Monitoring Report

Objective:

Prepare annual report documenting the results of the four quarterly 2016 groundwater and gas probe monitoring events in accordance with the requirements of *Criteria for Municipal Solid Waste Landfills, Chapter 173-351* (November 2012) and *Guidance for Groundwater Monitoring at Landfills and Other Facilities Regulated Under Chapters 173-304, 173-306, 173-350, and 173-351 WAC* (December 2012, Ecology Publication 12-07-072).

Approach:

Prepare annual report summarizing the data collected during 2016, in the general format previously used during 2015 except for the statistical evaluation approach. The revised statistical approach will use Sen's slope and Mann Kendall tests to evaluate trends in groundwater and landfill gas data to measure the effectiveness of ongoing landfill closure activities as a remedy to attenuate existing groundwater contamination. Prepare data and submit directly into Ecology's Environmental Information Management (EIM) database within 60 days after receipt of the quarterly analytical data.

Deliverables:

Draft (PDF via e-mail) and Final Environmental Monitoring Annual Report for 2016 (four copies and PDF via e-mail). The final report will be submitted by April 1.

Assumptions:

Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

Groundwater data will be provided to Parametrix in electronic format that is readily portable into the Sanitas® statistics program. The laboratory will provide groundwater quality data in an EIM-ready format.

The City will provide Parametrix with access to the Sanitas® groundwater program used to conduct statistical analyses.

SCOPE OF WORK (CONTINUED)

Task 04 – 2016 Landfill Gas Support

Objective:

Provide continuing engineering and operations services for the City's landfill gas system from April 2016 through March 2017.

Approach:

This task will provide the following tasks:

1. Assist the City staff in continuing operation of the landfill gas system at the Horn Rapids Landfill. This work is assumed to consist of communications (both written and oral) concerning landfill gas operations. This work is assumed to require 2 hours/month. Additional time and travel expenses are included for one field visit (8 hours) between the Project Engineer and City staff.
2. Provide City operations staff summary of monitoring, which will provide proper and recommend landfill gas system adjustments to the wellfield on an anticipated schedule of every three weeks. This work is included in the above stated task.
3. Provide assists to the City landfill manager on reporting Greenhouse Gas emissions to the EPA website and Ecology with regards to the landfill gas system. This work is assumed to require 6 hours.
4. Prepare an annual letter report to communicate landfill gas system operations from the past year to agency staff that satisfies the *Benton Clean Air Authority, Order of Approval No. OA 2006-0012*. This work is assumed to require 6 hours.

Deliverables:

This task will provide the following deliverables:

1. Gas system data evaluation and recommended adjustments to the landfill gas system based on City operations staff monitored data.
2. Prepare and submit 2016 annual letter report (four and PDF via email) for the Horn Rapids Landfill gas system.

Assumptions:

The City staff will provide monitoring of the flare facility on a weekly basis, the entire active landfill gas system on a monthly basis, and the gas probes quarterly.

					Sr Consultant	Sr Hydrogeologist	Sr Engineer	Hydrogeologist III	CADD Tech Lead	Project Controls Specialist	Seattle Publications (W/P)	Technical Editor	Sr Contract Administrator	Sr Project Control Specialist	Sr Scientist/Biologist	Sr Project Accountant	
					Dwight Miller	Lisa A Gilbert	Stephen Emge	Adam W. Romey	Butch R. Purganan	Shanon L. Harris	Seattle Publications (WP)	Sybil Gooljar	Jean N. Johnson	Laura B. Lee	Margaret E. Spence	Shari Morgan	
Cost Rates:					\$74.97	\$56.04	\$62.57	\$33.75	\$39.97	\$31.84	\$31.50	\$34.69	\$39.63	\$38.57	\$52.49	\$36.78	
Billing Rates:					\$239.90	\$179.33	\$200.22	\$108.00	\$127.90	\$101.89	\$100.67	\$111.01	\$126.82	\$123.42	\$167.97	\$117.70	
Phase	Task	Description	Labor Dollars	Labor Hours													
06		2016 Environmental Monitoring	\$60,576.34	428	4	60	65	128	16	16	27	10	1	72	20	9	
06	01	2015 Quarterly GW Sampling	\$16,220.12	140		8	4	128									
		1st Quarter Sampling	\$4,014.88	35		2	1	32									
		2nd Quarter Sampling	\$4,014.88	35		2	1	32									
		3rd Quarter Sampling	\$4,014.88	35		2	1	32									
		4th Quarter Sampling	\$4,175.48	35		2	1	32									
06	02	2015 Quarterly GW Monitoring Rpts	\$22,102.81	155	1	36	9		9	9	18	6	1	48	12	6	
		1st Quarter Report	\$7,516.75	53	1	12	3		3	3	6	2	1	16	4	2	
		2nd Quarter Report	\$7,150.03	51		12	3		3	3	6	2		16	4	2	
		3rd Quarter Report	\$7,436.03	51		12	3		3	3	6	2		16	4	2	
06	03	2015 Annual FW Monitoring Rpt	\$11,443.61	77	2	16	4		5	3	8	4		24	8	3	
06	04	Landfill Gas Support	\$10,809.80	56	1		48		2	4	1						
Labor Totals:			\$60,576.34	428	4	60	65	128	16	16	27	10	1	72	20	9	
Escalation Amt:			\$1,082.05			\$23.60	\$215.20	\$240.91	\$138.24	\$45.64	\$31.96	\$58.22	\$26.64	\$0.00	\$197.47	\$80.63	\$23.54
						\$983.20	\$10,975.00	\$13,255.21	\$13,962.24	\$2,092.04	\$1,662.20	\$2,776.31	\$1,136.74	\$126.82	\$9,083.71	\$3,440.03	\$1,082.84

DIRECT EXPENSES:

Description	Amount
B & W 8.5 x 11	\$460.00
Plotter Bond/Mylar	\$6.50
Color 8.5 x 11	\$80.00
Mileage	\$1,344.00
Equipment	\$2,760.00
Lodging	\$736.00
Meals	\$368.00
Misc. Expenses	\$117.30
Expense Total:	\$5,871.80

Project Total:	\$66,448.14
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 36-16, Authorizing an Agreement with Parametrix, Inc. for Assessment Monitoring Work Plan Preparation and Implementation

Department:
Public Works

Ordinance/Resolution Number:
36-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 36-16, authorizing the City Manager to sign and execute an agreement with Parametrix, Inc. for preparation of and implementation of an Assessment Monitoring Work Plan for the Horn Rapids Landfill.

Summary:

Environmental monitoring of the Horn Rapids Landfill detected groundwater contamination with volatile organic compounds approximately fifteen years ago. The City has advanced required investigations and remediation activities as a voluntary independent action since that time. The City's efforts have focused on constructing and operating a landfill gas recovery and destruction system.

Recent environmental monitoring suggests that the operating landfill gas system will not fully remediate the impacted groundwater. Under state law the City must conduct additional site assessment to update its site evaluation and remediation plans with the goal of full remediation. The first step to this process is sampling groundwater at new locations to expand knowledge of the extent of contamination.

Parametrix, Inc. has been functioning as the City's environmental monitoring consultant for the past ten years. Parametrix staff participated in consultations this past fall with the Benton Franklin Health District and Washington State Department of Ecology. Staff is proposing to contract with Parametrix for development and implementation of a 2016 assessment monitoring work plan to complete the required next steps for evaluation of the landfill site groundwater contamination. Parametrix expertise and site knowledge make them uniquely qualified to assist the City in this matter.

The City will support this effort by contracting with the analytical laboratory to process water samples. The City assuming this responsibility saves cost by avoiding subcontractor markup that would be applied by Parametrix. The City has an ongoing contract with an analytical laboratory that makes this simple to accomplish.

Fiscal Impact:
Yes

The total cost of the proposed contract is estimated at \$103,395.80. In addition, the City's costs for analytical laboratory services are estimated at \$15,000, so the total costs are estimated at \$118,395.80. Staff proposes to fund this contract by combining funding from two approved Capital Improvement Plan projects. The 2016 - 2030 Capital Improvement Plan includes \$50,000 for the Groundwater Contamination Management project and \$200,000 for the Disposal Capacity Improvements. Staff proposes to fund the Parametrix contract using the entire Groundwater Contamination Management budget and \$68,400 from the Disposal Capacity Improvements budget.

Attachments:

I. RES #36-16

RESOLUTION NO. 36-16

A RESOLUTION of the City of Richland authorizing the execution of a consultant agreement with Parametrix, Inc. for preparation and implementation of an Assessment Monitoring Work Plan at the Horn Rapids Landfill.

WHEREAS, The City's Horn Rapids Landfill is required to monitor groundwater beneath the site for evidence of contamination; and

WHEREAS, past monitoring has identified contamination by volatile organic compounds; and

WHEREAS, the City, acting as an independent agency, has pursued investigation and remediation of the groundwater contamination by installing and operating a landfill gas collection and disposal system; and

WHEREAS, recent groundwater monitoring suggests that the currently-operating landfill gas system will not successfully remediate the full extents of the contamination; and

WHEREAS, consultations between Benton Franklin Health District staff, Washington State Department of Ecology staff, and City staff have determined that further evaluation of groundwater at and near the landfill is necessary; and

WHEREAS, the City selected Parametrix, Inc. as its landfill environmental monitoring consultant several years ago through a competitive solicitation process complying with the City's purchasing policies; and

WHEREAS, Parametrix has completed recent groundwater monitoring reports for the Horn Rapids Landfill and participated in consultation meetings with the Benton Franklin Health District and the Washington State Department of Ecology; and

WHEREAS, staff recommends contracting with Parametrix, Inc. to prepare and implement a plan for the next phase of groundwater monitoring and analysis at the Horn Rapids Landfill; and

WHEREAS, the Solid Waste Utility Fund Capital Projects has budget capacity sufficient to fund this work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, the City Manager is authorized to sign and execute the Consultant Agreement between the City of Richland and Parametrix, Inc for the preparation of and implementation of an Assessment Monitoring Work Plan at the Horn Rapids Landfill.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of _____, 2016 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and Parametrix, Inc., 719 2nd Avenue, Suite 200, Seattle Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide assessment monitoring services for the Horn Rapids Landfill which include: preparation of an assessment monitoring work plan for review by the Department of Ecology and BFHD; project meeting and correspondence with the City, Ecology and Health Department; and downgradient push probe installation (with physical installation of the push probes being completed by a sub-contractor for Parametrix).
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. 20-16
 - (ii) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.
- b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2016.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed One Hundred Three Thousand Three Hundred Ninety-Five Dollars and Eighty Cents (\$103,395.80). Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A: Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

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

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. best rating of not less than A:VII.
- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements evidencing the insurance requirements of the Consultant before commencement of the work, including, but not limited, to the additional insured endorsement.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance

and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

14) INDEMNIFICATION / HOLD HARMLESS

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

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

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

Purchasing Manager
City of Richland
2700 Duportail Street, Bldg. 200
PO Box 190, M/S #11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name:	Steve Emge
Name of Firm:	Parametrix, Inc.
Address:	719 Second Avenue
Address:	Suite 200
Address:	Seattle, WA 98104
Email:	SEmge@parametrix.com
Phone Number:	206-394-3700
Fax Number:	855-542-6353

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

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

23) CHANGES OF WORK

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

revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

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

CITY OF RICHLAND, WASHINGTON

PARAMETRIX, INC

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name & Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

Fax: _____

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A – SCOPE OF WORK

CITY OF RICHLAND PUBLIC WORKS DEPARTMENT SERVICE AGREEMENT FOR ENGINEERING SERVICES

PROJECT NO. 553-3820-007 – HORN RAPIDS LANDFILL GROUNDWATER ASSESSMENT

PHASE 01 – 2016 ASSESSMENT MONITORING SERVICES

Leader: Lisa Gilbert, LHG

Background:

Parametrix has developed this scope of work to prepare for and conduct assessment monitoring activities, as requested by The City of Richland Public Works Department (City).

Task 01 – Prepare Assessment Monitoring Work Plan

Objective:

Prepare a work plan to conduct a field investigation to evaluate the extent of groundwater contamination downgradient of the existing landfill.

Approach:

As discussed at the October 27, 2015, project meeting at the Washington State Department of Ecology Central Regional Office (Ecology), the City will submit a work plan for review by the Benton-Franklin County Department of Health (Health) and Ecology describing the planned field activities to investigate the extent of groundwater contamination downgradient from the existing landfill. The work plan will include the following activities and elements:

- Summarize existing information in support of the work to be conducted, including contacting Hanford Reservation representatives to gather information regarding groundwater quality samples collected in the vicinity of Horn Rapids Landfill.
- Work with Energy Solutions (Subconsultant) to develop and document procedures and equipment for using direct push probes to sample groundwater.
- Contact local laboratories to develop a plan for rapid turnaround analyses of volatile organic compounds in groundwater samples collected from push probes. The results will be used to make decisions regarding placement of subsequent probes.
- Select analytical parameters and methodology to be used for groundwater samples collected from the push probes and/or monitoring well.
- Develop a contingency plan for installation of a groundwater monitoring well in the event that push probe sampling is not successful.

SCOPE OF WORK (CONTINUED)

- Prepare a map with locations of tentative proposed push probes and contingency well.

Deliverables:

Draft and Final Work Plan (PDF files) summarizing the above information.

Assumptions:

One draft and one final version of Work Plan (PDF files).

Task 02 – Agency Project Meetings and Correspondence

Objective:

Prepare for and attend four project meetings with the City, Health and Ecology.

Approach:

Parametrix representatives will include Steve Emge, Project Manager, Dwight Miller, Client Manager, and Lisa Gilbert, Project Hydrogeologist.

Deliverables:

- Materials will be prepared for presentation at the December 4, 2015 meeting consisting of one oversized aerial drawing for discussion purposes. This drawing will be updated with new information for subsequent meetings.
- Summary notes and follow-up correspondence for each meeting.

Assumptions:

- Includes the meeting already conducted on October 27, 2015 and December 4, 2015, and one additional meeting.
- Each project meeting will be held at the Ecology's office in Union Gap, Washington.
- Each meeting will be three hours in duration plus travel.

SCOPE OF WORK (CONTINUED)

Task 03 – Downgradient Push Probe Installation

Objective:

A Parametrix field geologist will oversee the sampling of groundwater using direct push probes, collect groundwater samples for analysis, and document the results in a technical memorandum.

Approach:

- Oversee trial push probe installation at one location. If successful, oversee the installation of up to five additional probes.
- Oversee groundwater sampling, communicate and coordinate with analytical laboratory, deliver samples to analytical laboratory.

Deliverables:

- Field data sheets for each groundwater sample documenting field parameter results.
- Analytical laboratory reports and summary tables of groundwater quality data.
- Draft (PDF via e-mail) and Final Technical Memorandum (four copies and PDF via e-mail).

Assumptions:

- Six push probe installations will be conducted to depths of 100 ft, and a sample will be collected from each probe at total depth. Each installation will be completed in one field day.
- A trial push probe installation will be conducted to test whether the technology will be successful. If the push probe technology is successful, five additional probes will be installed.
- If the push probe trial is not successful in reaching the depth required to encounter groundwater, Energy Solutions will not be paid. If the push probe trial reaches the required depth and encounters groundwater following procedures described in the work plan, but a groundwater sample cannot be collected due to unforeseen conditions not related to their tooling, Energy Solutions will be paid for their time on an hourly basis.
- If the push probe trial is not successful, a driller will be contracted and a monitoring well will be installed as described in Phase 02, 2017 Assessment Monitoring Services, Task 01.
- Energy Solutions will be under direct contract with Parametrix. The budget provided is a preliminary estimate.
- Copies of original laboratory reports, including laboratory QA/QC results, will be provided to Parametrix by the analytical laboratory.

SCOPE OF WORK (CONTINUED)

- The analytical laboratory will be under direct contract to the City.
- Groundwater samples will be collected and tested for selected inorganic parameters and volatile organic compounds. The sample for volatile organics will be hand delivered to an analytical laboratory for 24-hour turnaround so that the results may be used to confirm the location of the next push probe.

Lisa Gilbert

From: Marty Gardner <MGGARDNER@energysolutions.com>
Sent: Thursday, August 06, 2015 2:52 PM
To: Lisa Gilbert
Cc: Ted R. Repasky; Steve Emge
Subject: RE: Groundwater sampling - City of Richland

Lisa and Steve,

Our estimate to direct push 6 probe holes to a depth of approximately 100 ft. and support groundwater sample collections is **\$34,000**.

Day rate is estimated at \$2725.

This estimate includes mobilization and demobilization, a few hours for meetings, rig and crew time for performing the direct push work, crew transportation, direct push rig and equipment, and required notifications to the Department of Ecology.

Basis of estimate includes:

- 1) 10-hour work day
- 2) Mobilization and demobilization
- 3) Total of 6 direct push driven bore holes
- 4) Approximately 1-1/3 days to drive tubing to 100 ft., support water sample collections, decommission the probe hole.
- 5) Estimate 1 hour for sample collections per probe hole.
- 6) EnergySolutions will provide required tooling, support equipment and materials to drive and decommission the probe holes.
- 7) Estimate does not include water sampling equipment and materials (e.g.; pump and tubing, well screen, sample bottles and preservatives, packaging, shipping or analysis).
- 8) Provision of a safety representative is not included.
- 9) Assumption that there is no radiological contamination.
- 10) CY 2016 estimated rates were used. These rates are subject to change.
- 11) Client conducts a pre-survey of the site to verify no subsurface obstructions.
- 12) Client stakes locations and provides survey data.
- 13) No special training requirements for site access.

This estimate is very conservative as we do not know what requirements will be placed on us. We believe we should be able to complete one probe hole iteration per day thereby reducing the costs. Our recommendation is for a contract to be fixed unit rate so you would only be charged for work performed. If we go fixed price we will factor in risk.

Let me know if you require additional information or require a formal estimate. Please copy Ted Repasky as I will be on travel for the next three weeks.

Martin G. Gardner
Manager, Washington Operations
EnergySolutions
Office (509) 375-9587
Cell (509) 942-4244
Fax (509) 371-2457

					Sr Consultant		Sr Engineer		Sr Hydrogeologist		Sr Hydrogeologist		Hydrogeologist III		CADD Tech Lead		Project Controls Specialist		Sr Project Control Specialist		Publications Supervisor		Sr Project Accountant		Sr Contract Administrator		
					Dwight Miller		Stephen Emge		Lisa A Gilbert		Richard S. Malin		Adam W. Romey		Butch R. Purganan		Shanon L. Harris		Laura B. Lee		Ryan T. Scally		Shari Morgan		Jean N. Johnson		
					Billing Rates:																						
Phase	Task	Description	Labor Dollars	Labor Hours	\$243.65	\$203.35	\$182.13	\$180.47	\$109.69	\$129.90	\$103.48	\$125.35	\$119.47	\$119.54	\$128.80												
01		2016 Assessment Monitoring Services	\$62,548.80	380	38	62	108	20	88	18	12	12	12	6	4												
01	01	Work Plan	\$20,140.74	118	8	16	40	20	8	6	4	4	6	2	4												
01	02	Project Meetings/Correspondence	\$20,897.48	106	24	36	36			4	4			2													
01	03	Downgradient Push Probes	\$21,510.58	156	6	10	32		80	8	4	8	6	2													
Labor Totals:			\$62,548.80	380	38	62	108	20	88	18	12	12	12	6	4												
					\$9,258.70	\$12,607.70	\$19,670.04	\$3,609.40	\$9,652.72	\$2,338.20	\$1,241.76	\$1,504.20	\$1,433.64	\$717.24	\$515.20												

SUBCONSULTANTS

Subconsultant Name	Amount
Energy Solutions*	\$37,400.00
Subconsultant Total:	\$37,400.00

DIRECT EXPENSES:

Description	Amount
Slope Water Level Indicator	\$60.00
Grundfos Baldor VFD Controller	\$180.00
GrndWatr	\$450.00
Level D	\$150.00
Mileage	\$1,035.00
GPS Unit	\$450.00
Lodging	\$660.00
Meals	\$330.00
Misc Expenses	\$132.00
Expense Total:	\$3,447.00

Project Total:	\$103,395.80
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* See attached



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 37-16, Supporting Retention of the Benton-Franklin Bi-County Judicial District

Department:
City Attorney

Ordinance/Resolution Number:
37-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 37-16, Supporting retention of the Benton-Franklin Bi-Council Judicial District

Summary:

Washington State Senator Mike Hewitt recently agreed to sponsor a bill to separate joint operations of Benton-Franklin Superior Court if a majority of county commissioners in both Franklin and Benton Counties support discontinuation of the bi-county judicial district. The Benton-Franklin Bi-County Judicial District has been in existence in its present form since 1951, and has worked effectively for citizens of Benton and Franklin Counties for 65 years.

Consolidation of the Benton-Franklin Superior Court operations, as currently exists, is beneficial to citizens of Richland for a number of reasons. First, there is significant cost savings associated with the bi-county judicial district. By consolidating, each county is spared the expense of staffing duplicate functions on each side of the river. Further, the flexibility of the current structure allows the Court to assign judicial resources (judges, interpreters, court reporters, bailiffs) on an "as-needed" basis, thereby minimizing court backlog and ensuring that legal matters are brought to swift resolution under the Court's timeline. Additionally, Benton and Franklin Counties have gone to great lengths to consolidate juvenile justice in the region, to include shared staff, co-owned facilities, and shared programs focused on early intervention to prevent continued criminal and at-risk youth behavior. To dismantle the integrated juvenile justice services provided under the direction of the consolidated Benton-Franklin Superior Court would significantly erode the quality of juvenile justice in the region.

In contrast to the many reasons to retain the current consolidated structure, no obvious benefit in support of discontinuation has been articulated.

The City of Richland City Council has determined to pass this Resolution 37-16 in support of retaining the current Benton-Franklin Bi-County Judicial District.

Fiscal Impact:

There is no fiscal impact associated with passing Resolution 37-16.

Attachments:

I. Draft Res 37-16

RESOLUTION NO. 37-16

A RESOLUTION of the City of Richland supporting retention of the Benton-Franklin Bi-County Judicial District.

WHEREAS, the Counties of Benton and Franklin have been in the same judicial district since Benton County's inception in 1905, with neither county ever standing as an independent judicial district; and

WHEREAS, in 1907, the Counties of Benton, Franklin, and Adams were consolidated into an established judicial district, which remained unchanged until 1951; and

WHEREAS, in 1951, Adams County was removed, and the Counties of Benton and Franklin formed into the current day Benton-Franklin Bi-County Judicial District that has remained unchanged for 65 years; and

WHEREAS, the Benton-Franklin Bi-County Judicial District is a creature of legislative action and is recognized under RCW § 2.08.064; and

WHEREAS, Washington State Senator Mike Hewitt recently agreed to sponsor a bill to separate joint operations of Benton-Franklin Superior Court if a majority of county commissioners in both Franklin and Benton Counties support discontinuation of the bi-county judicial district; and

WHEREAS, members of the Richland City Council have examined the issue and have considered how discontinuation of the Benton-Franklin Bi-County Judicial District will impact citizens of Richland; and

WHEREAS, discontinuation of the existing bi-county judicial district will fail to meet the public's expectation that government provide necessary services as efficiently as possible. Costs for joint court administration are currently apportioned based on relative case filings between the two counties, and costs associated with salaries for judicial officers are apportioned based on assessed valuation of each County's respective taxable properties. These proportionate allocations maximize economic efficiency for shared resources across two counties while eliminating the need to duplicate staff; and

WHEREAS, discontinuation of the existing bi-county judicial district will result in a loss of the fully integrated Benton-Franklin Superior Court schedule, which currently allows court participants (lawyers, interpreters, court reporters) to balance their court appearances so they are not booked in two locations at one time, thereby maximizing judicial economy; and

WHEREAS, continued consolidation of Benton-Franklin Superior Court operations allows for a consistent approach to dealing with juvenile offenders and at-risk youth in both counties. The Benton-Franklin Juvenile Justice Center operates under the direction

of the Benton-Franklin Superior Court and employs 72 staff. Benton and Franklin Counties jointly own the Juvenile Justice Center in Kennewick, and the two counties have consolidated their probation and supervision services. A departure from this consolidated approach will likely jeopardize the overall success of juvenile justice in the Tri-Cities region since neither county is likely to be able or willing to fully fund all of the current programs offered by the Benton-Franklin Juvenile Justice Center; and

WHEREAS, the existing Benton-Franklin Bi-County Judicial District allows for the shifting of judicial resources as necessary to satisfy demand. The Court currently has the discretion to allocate judicial resources (judges, court reporters, interpreters, bailiffs) between the counties as necessary to meet the needs of the citizens. A departure from this approach will limit each county's ability to assign judicial resources on an "as-needed" basis, thereby creating opportunity for lengthy trials that limit judge availability to cripple the court system; and

WHEREAS, there are no obvious benefits to be realized from discontinuation of the Benton-Franklin Bi-County Judicial District, which has worked effectively for more than 65 years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the best interests of the citizens of Richland are served by retention of the current Benton-Franklin Bi-County Judicial District, and that the City of Richland does not support any effort to discontinue or dismantle the judicial district as it presently exists.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February, 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from January 11, 2016 - January 22, 2016 for \$6,356,541.28 including Check Nos. 230512-230934, Wire Nos. 6079-6086, Payroll Check Nos. 101256-101268, and Payroll Wire/ACH Nos. 9289-9308

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from January 11, 2016, to January 22, 2016 in the amount of \$6,356,541.28.

Summary:

Breakdown of Expenditures:

Check Nos.	230512-230934	3,328,465.24
Wire Nos.	6079-6086	458,427.11
Payroll Check Nos.	101256-101268	23,401.45
Payroll Wires/ACH	9289-9308	2,546,247.48
TOTAL		\$6,356,541.28

Fiscal Impact:

Yes

Total Disbursements: \$6,356,541.28.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 11, 2015 - JANUARY 22, 2016

Payee	Wire Description	Amount
Claim Wires - Wire No. 6079 to 6086		
Conover	Section 125	5,044.73
Department of Licensing	Firearms Online Pmt for Concealed Licenses	2,156.00
LEOFF Trust	Fire Health Premiums	70,366.83
Zenith Administrators/Matrix/Sedgwick	Insurance Claims	380,859.55
	Total Claim Wire Transfers	\$ 458,427.11
Payroll Wires & Direct Deposits (ACH) - Wire No. 9289 to 9308		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,546,247.48
Total Claim & Payroll Wires/ACH		\$ 3,004,674.59

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BANK OF AMERICA		15120066046	230870	BANK ANALYSIS FEES	\$2,269.78
		TXN00024821	230723	ESRI EVENTS-Developer Summit	\$1,075.00
BENTON COUNTY TREASURER		1215BC	230522	CRIME VICTIMS COMP BCDC-DEC'15	\$869.24
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		4TH QTR 2015	230751	HHANDS APPLICATIONS 4QTR 2015	\$2,227.07
CITY OF RICHLAND		123115	230768	CASHIER SHORTAGE-MULTIPLE	\$5.00
				CASHIER SHORTAGE-MULTIPLE	\$20.00
				CASHIER SHORTAGE-MULTIPLE	\$50.00
KUHLMAN, LESLIE		2015 MILEAGE	230808	2015 MILEAGE	\$46.46
PERMIT REFUND		2015-001825	230573	40 VIENNA CT-REFUND SOW CHANGE	\$56.00
		2015-002970	230628	1066 ALLENWHITE DR-REFUND	\$4.50
				1066 ALLENWHITE DR-REFUND	\$83.25
RECWARE REFUND		011116	230925	REFUND-DAMAGE DEPOSIT	\$200.00
		012016	230871	REFUND-DAMAGE DEPOSIT	\$100.00
				REFUND-DAMAGE DEPOSIT	\$150.00
			230897	REFUND-DAMAGE DEPOSIT	\$150.00
				REFUND-DAMAGE DEPOSIT	\$100.00
		012016-2		REFUND-DAMAGE DEPOSIT	\$100.00
SCCAQ ENERGY LLC		122315	230829	BUS LIC REFUND-OPENED 2 ACCNTS	\$40.00
WA STATE DEPARTMENT OF REVENUE		Q4-15LHT	230639	LEASEHOLD TAX-4TH QTR 2015	\$39,303.84
WASHINGTON STATE PATROL		I16004515	230855	BACKGROUND CHECKS-DEC 2015	\$2,227.25
WASHINGTON STATE TREASURER		1215-WS	230642	FINES & FORFEITURES BC-DEC15	\$40,351.74
				FINES & FORFEITURES BC-DEC15	\$1,053.89
WEBCHECK INC		5330	230645	WEBCHECK SRVC DEC 15	\$821.02
UNASSIGNED TOTAL ****					\$91,304.04
Division: 001 CITY COUNCIL					
BANK OF AMERICA		TXN00024527	230723	CRAFT-WH_MANHATTAN-MOU-FRAMNG	\$391.26
		TXN00024557		OFFICE DEPOT-SPLY-MNHATN-MOU	\$3.84
		TXN00024607		FEDEX -BRD-BND-CONTRACT	\$8.34
		TXN00024610		OFFICE DEPOT-SPLY-MNHTN-MOU	\$15.18
		TXN00024645		STONE SOUP-CM-CC AREA LNCHN	\$82.56
		TXN00024752		New Councilmember Name Plates	\$48.00
		TXN00024828		LANDS END -CC SHRTS/JKTS	\$351.96
		TXN00024854		4IMPRINT_CC-POLO_JKTS	\$1,161.73
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$6.45
VERIZON WIRELESS		9757474614	230635	WIRELESS CHRGS 11/20-12/19	\$155.94
CITY COUNCIL TOTAL ****					\$2,225.26
Division: 100 CITY MANAGER					



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024639	230723	RED ROBIN_ERIN-AMAZON-TRNG	\$27.94
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$39.78
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$48.46
CITY MANAGER TOTAL ****					\$116.18
Division:	101	CITY CLERK			
CODE PUBLISHING INC		51720	230542	RMC ORDINANCE UPDATES 12/07	\$188.07
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$7.75
TRI CITY HERALD		2079032	230843	MTG NTC-110915-COUNCIL	\$33.81
		2082284		ORD 59-15-ENERGY SVCS	\$32.13
		2082301		ORD 69-15-PPF	\$32.13
		2082332		ORD 68-15-ADM SRVS	\$29.66
		2082346		ORD 67-15-ADM SRVS	\$32.13
		2082356		ORD 66-15-ADM SRVS	\$32.13
		2082372		ORD 65-15-RPD	\$29.66
		2082392		ORD 63-15-PPF	\$34.61
		2082425		ORD 62-15-PW	\$42.02
		2082457		ORD 61-15-PPF	\$34.61
		2110530		ORD 64-15-PW	\$27.19
		2110547		ORD 72-15-ADM SRVS	\$32.13
		2110565		ORD 74-15-ADM SRVS	\$29.66
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$31.59
CITY CLERK TOTAL ****					\$649.28
Division:	102	CITY ATTORNEY			
BANK OF AMERICA		TXN00024561	230723	BENTON CO AUDITOR - FILING FEE	\$35.00
BENTON FRANKLIN COUNTY BAR ASSOCIATION		2016 DUES	230872	BF COUNTY BAR ASSN DUES/2016	\$50.00
COLUMBIA INDUSTRIES SUPPORT LLC		0029949	230772	ON SITE SHREDDING WO #0038542	\$38.76
MENKE JACKSON LAW FIRM		12/2015-021	230812	DUANE SMITH SITE PLAN	\$994.50
		12/2015-065		GENERAL (CITY ATTY)	\$2,220.50
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$4.03
PRONTO PROCESS SERVICE INC		PTO-2015008436	230602	MESSENGER SERVICE-NOV	\$40.00
		PTO-2015009538		MESSENGER SERVICE-DEC	\$40.00
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
WEST PUBLISHING CORPORATION DBA		833207539	230858	INFORMATION CHARGES-DEC 2015	\$2,207.48
XEROX CORPORATION		082874465	230862	W7225PT BASE CHG/PRINTS-DEC	\$52.83
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$50.25
CITY ATTORNEY TOTAL ****					\$5,768.20
Division:	110	ASSISTANT CITY MANAGER			
BANK OF AMERICA		TXN00024824	230723	OFFICE DEPOT-PROCLMTN SLS	\$7.05
		TXN00024826		OFFICE DEPOT-ENVLPS-HC	\$57.75
		TXN00024831		CASH & CARRY-MTG SPLY	\$22.74



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024866	230723	STAPLES-MSEAD-KBOARD_CMO	\$84.24
		TXN00024870		STAPLES-BLK-MESH-GUEST CHRS	\$260.31
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
XEROX CORPORATION		082874465	230862	W7225PT BASE CHG/PRINTS-DEC	\$236.68
				W7225PT BASE CHG/PRINTS-DEC	\$52.04
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$33.02
ASSISTANT CITY MANAGER TOTAL ****					\$788.68
Division:	111	COMMUNICATIONS & MARKETING			
BANK OF AMERICA		TXN00024528	230723	STAPLES-TONER-COMM-N-MKTG	\$175.69
		TXN00024609		APPLE STORE_MAGIC-MOUSE	\$79.00
		TXN00024640		CREATIVEMARKET.COM	\$29.00
		TXN00024736		SURVEYMONKEY-CITY-WIDE SURVEYS	\$300.00
		TXN00024742		4IMPRINT-MKTG SPLYS	\$1,934.37
		TXN00024768		PAYPAL TEAMCLIPART - Purchase	\$14.75
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$6.17
XEROX CORPORATION		082874485	230862	D95 PRINT SHOP COPIER-DEC	\$384.40
		082874486		C75 PRINT SHOP COPIER-DEC	\$140.31
		082874487		C75 PRINT SHOP COPIER-DEC	\$425.01
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$0.27
				PHONE CHARGES 12/23-01/22/16	\$12.12
				PHONE CHARGES 12/23-01/22/16	\$12.25
COMMUNICATIONS & MARKETING TOTAL ****					\$3,513.34
Division:	112	CABLE COMMUNICATIONS			
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$13.47
CABLE COMMUNICATIONS TOTAL ****					\$13.47
Division:	113	HANFORD COMMUNITIES			
BANK OF AMERICA		TXN00024735	230723	WM SYMPOSIA/PL=REGISTRATION	\$1,110.00
		TXN00024827		OFFICE DEPOT-PAPER-HC	\$347.43
LUNDGREN, REGINA E		RCH-HCN-446	230583	HANFORD COMM NEWSLETTER-2015	\$1,700.00
MCKENNA, JEAN		DECEMBER 2015	230587	HANFORD COMM VIDEO & PRINT	\$725.00
XEROX CORPORATION		082874465	230862	W7225PT BASE CHG/PRINTS-DEC	\$52.83
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$8.82
HANFORD COMMUNITIES TOTAL ****					\$3,944.08
Division:	120	FIRE			
AMERIGAS		3046923160	230718	GENERATOR PROPANE	\$156.07
BANK OF AMERICA		TXN00024633	230723	MATTRESS FIRM - PROTECTOR	\$64.07
		TXN00024644		IMS ALLIANCE - ITAC BOARDS	\$591.53
		TXN00024647		RESCUE DIRECT - PMI ROPE	\$975.65
		TXN00024648		AMAZON - FIRE HD 10"	\$195.47
		TXN00024654		AMAZON - FIRE HD COVER	\$19.99



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024660	230723	KNOX CO - 2 KEYSECURE REPAIR	\$159.64
		TXN00024664		RESCUE NW - TOOLCHEST PACK	\$286.24
		TXN00024665		ROCK N RESCUE - CARABINERS	\$95.72
		TXN00024751		BASECAMP - DEC SUB FEES	\$50.00
		TXN00024756		COSTCO - MATTRESS PADS	\$564.58
		TXN00024762		AMAZON - 5 PIPE WRENCHES	\$301.25
		TXN00024782		CPO COMMERCE - TOOLS	\$439.97
		TXN00024796		FIRE SAFETY USA - HI RISE BAG	\$234.95
		TXN00024830		HEIMAN FIRE EQUIP - ADAPTERS	\$2,178.40
		TXN00024842		TARGET - STATION BEDDING	\$220.81
		TXN00024843		STARBUCKS - SHARED VLS CARDS	\$500.00
		TXN00024845		TARGET - STATION BEDDING	\$406.26
		TXN00024849		ANTHONY'S - SHARED VLS CARDS	\$50.00
		TXN00024852		ANTHONY'S - SHARED VLS CARDS	\$250.00
		TXN00024856		FAIRCHILD CNMA - GIFT CRDS	\$200.00
		TXN00024865		HOME DEPOT - SOCKETS	\$30.36
		TXN00024869		HARBOR FREIGHT - HAND TOOLS	\$84.67
		TXN00024873		RANCH & HOME - DANNER BOOTS	\$336.55
		TXN00024883		TARGET - STA BDNG, KITCH SUPP'	\$407.07
		TXN00024902		FRED MEYER - STA KITCH SUPP'S	\$96.00
BATES TECHNICAL COLLEGE		68713	230749	DORM FEE-BIRCH/OBRIEN/HANNIBAL	\$1,760.00
BENTON RURAL ELECTRIC ASSOCIATION		11/15-74170526	230754	COLLINS RD RADIO TOWER-ELECTRI	\$26.35
		12/15-74170526		COLLINS RD RADIO TOWER-ELECTRI	\$27.01
BIG TOE AUTO SALVAGE		2	230755	3 TRNG AUTOS-DELIVER/PICK-UP	\$798.21
CALLBACK STAFFING SOLUTIONS LLC		3076	230762	STAFFING CALLBACK SRVCS-DEC	\$119.98
CASCADE FIRE EQUIPMENT CORP DBA		117275	230763	3 CHAINSAW CHAINS	\$1,131.57
CHAPLAIN SERVICES NETWORK		RFD-12312015	230533	CHAPLAIN SRVCS OCT-DEC 2015	\$236.25
CHARTER COMMUNICATIONS		12/15 0950985	230534	MONTHLY INTERNET - ST 73	\$48.74
		12/15 0951074	230535	MONTHLY INTERNET - ST 72	\$48.74
		12/15 0952858	230536	MONTHLY INTERNET - ST 71	\$48.74
		12/15 0969183	230537	MONTHLY INTERNET - ST 74	\$44.99
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$3,988.66
DEROUSIE, JOE		16-007 DEROUSIE	230673	16-007 NFA LEADERSHIP I	\$217.00
FIANDER & ASSOCIATES LLC DBA		151114-11	230789	STEPMILL DX-STA 72-REPAIRS	\$103.17
		7524		BENCH/DUMBELLS/BOSU/KETTLE BEL	\$1,408.54
FRONTIER		01/16 2061880334	230895	VHF PHONE LINE 12/19-01/18/15	\$422.86
		12/15 2530045365	230791	SILVER CLOUD PHONE LINE	\$66.64
LN CURTIS & SONS	S016647	2131908-00	230582	GOLD MILLENIA XT GXT COAT SIZE	\$1,255.19
	S016647	2131908-01		GOLD MILLENIA XT GXCEL PANT SI	\$891.67
MILNE NAIL, POWER TOOL & REPAIR		143174	230591	SAW REPAIR	\$33.31
PARADISE BOTTLED WATER CO		12/15-FIRE ST 71	230597	BOTTLED WATER-DECEMBER	\$74.72



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		12/15-FIRE ST 72	230597	BOTTLED WATER-DECEMBER	\$93.02
		12/15-FIRE ST 73		BOTTLED WATER-DECEMBER	\$60.99
		12/15-FIRE ST 74		BOTTLED WATER-DECEMBER	\$51.84
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$2.93
RICHLAND ACE HARDWARE		210573	230610	ICE MELT	\$16.28
		21065		FILE/SCRUBBERS	\$11.92
		210666	230826	BATHROOM CLEANER	\$4.88
		21067	230610	SCREW BIT INSERTS	\$16.22
		49103		OFFICE HEATERS/EXT CORD	\$49.68
		49243		DUPLICATE KEY	\$2.70
		49387		SCREW BIT INSERTS	\$6.51
SPRINT		891160522-142	230832	RFD CELL PHONES 11/18-12/17/15	\$109.35
UPTOWN CLEANERS		72226	230850	LINEN/UNIFORM LAUNDRY SRVCS	\$252.71
		72228		NEW PANT LABELING	\$119.46
		72275		LINEN/UNIFORM LAUNDRY SRVCS	\$275.69
		72343		LINEN/UNIFORM LAUNDRY SRVCS	\$266.25
		72400		LINEN/UNIFORM LAUNDRY SRVCS	\$288.55
VERIZON WIRELESS		9757474749	230929	MDT WIRELESS 12/20-01/19/15	\$336.08
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$660.72
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$10,386.00
				2016 WCIA INSURANCE PREMIUM	\$48.00
XEROX CORPORATION	P056131	082431841	230934	OFFICE COPIER LEASE/USAGE (NOV	\$350.59
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$178.17
FIRE TOTAL ****					\$35,236.13
Division:	130	POLICE			
101 CLEANERS		12/15-9427360	230714	UNIFORM LAUNDRY SRVCS-DEC	\$200.15
911 SUPPLY LLC	S016599	35988	230512	5.11 TACTICAL TACLITE PRO PANT	\$250.28
	S016599			5.11 TACTICAL TACLITE PRO PANT	\$489.34
	S016599			5.11 TACTICAL TACLITE PRO PANT	\$94.65
	S016599			SHIPPING	\$16.29
	S016599	36980		SHIPPING	\$13.03
	S016599			5.11 TACTICAL TACLITE PRO PANT	\$13.52
	S016599			5.11 TACTICAL TACLITE PRO PANT	\$69.91
	S016599			5.11 TACTICAL TACLITE PRO PANT	\$125.14
ADVENTOS LLC		3206	230865	SMARTFORCE LICENSE FEES-2016	\$5,000.00
AMERICAN MESSAGING SERVICES LLC		W4100724QA	230866	PAGER RENTAL JAN 2016	\$45.70
AT&T WIRELESS		12/15-28724328888	230661	287243288881 11/27-12/26/15	\$12.60
				287243288881 11/27-12/26/15	\$62.41
BANK OF AMERICA		TXN00024532	230723	WAPRO - CARPER DUES	\$25.00
		TXN00024533		UPS 0000002654EE485	\$17.83
		TXN00024546		AMAZON - LUMIA 735 PHONE CASES	\$159.80



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024559	230723	MEDIC FIRST AID-INSTRUCTOR UPD	\$38.02
		TXN00024580		FAT OLIVES - VIPS MTG 12/02/20	\$166.16
		TXN00024590		FRED-MEYER #0286 -SNOW SHOVELS	\$58.62
		TXN00024642		FRED-MEYER #0286 - TUMS/ASPIRI	\$13.76
		TXN00024650		WAL-MART #3261 - SHOE POLISH/G	\$287.90
		TXN00024653		DELL-30 WHr-2 CELL BATTERY	\$77.21
		TXN00024657		STAPLES - STAMPS/MOUSE PAD/FIL	\$618.00
		TXN00024658		UPS 0000002654EE495	\$27.10
		TXN00024666		UNDER ARMOUR DIRECT VIRT - BOO	\$173.75
		TXN00024676		STAPLES - DOOR CHIME	\$25.18
		TXN00024711		SUNWEST SPORTSWEAR -POLOS GROW	\$77.34
		TXN00024728		HARBOR-FREIGHT - ANTI FATIGUE	\$100.94
		TXN00024731		STAPLES - DUSTER/MARKERS/SHARP	\$148.37
		TXN00024770		WAL-MART #3261 -STORAGE BINS	\$45.45
		TXN00024772		UPS 0000002654EE505	\$24.88
		TXN00024774		RADIOSHACK -MONO PLUG	\$6.51
		TXN00024776		RANCH & HOME -STACKABLE TRAYS	\$26.04
		TXN00024793		SUNWEST SPORTSWEAR - UNIFORMS	\$621.02
		TXN00024800		STAPLES - BLACK PAPER	\$8.11
		TXN00024803		EAGLE PRINTING INC - BADGE STI	\$1,180.82
		TXN00024855		UPS 0000002654EE515	\$17.83
		TXN00024877		FRED-MEYER -QTIPS/CLOTHS	\$15.61
		TXN00024892		STAPLES - Credit (DOOR CHIME)	(\$25.18)
		TXN00024896		UPS 0000002654EE525	\$27.10
		TXN00024897		SUNWEST SPORTSWEAR - UNIFORMS	\$48.39
		TXN00024901		MIDWAYUSA -GLOCK SPRING LOADED	\$34.90
BENTON COUNTY PROSECUTOR'S OFFICE		4TH QTR 2105	230750	KIDS HAVEN 4TH QTR 2015	\$2,625.89
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$2,467.85
DOMESTIC VIOLENCE SERVICES		23574	230779	DOMESTIC VIOLENCE SRVCS-DEC'15	\$888.50
GALLS, LLC	P055833	004568768	230792	CX907 RHD FMLE A367 POLICE DEP	\$254.12
KADLEC REGIONAL MEDICAL CENTER		001510458	230806	BAUMGARTEN-MEDICAL CLEARANCE	\$102.57
		001675343		MOHAMMAD-MEDICAL CLEARANCE	\$68.38
LEEDWAY LLC	P055724	SL11031502	230580	OC-SCA-NVY-M SAFARILAND OREGON	\$211.72
	P055724			FREIGHT	\$13.03
	P055724			OC-3PS SAFARILAND MOLLE POUCH	\$57.02
	P055724			GSMCM-D45 GRAY SUN TACTICAL	\$48.82
	P055724			TAX ADJUSTMENT	(\$0.02)
	P055724			CUSTOM ID PATCH: 4"X8" "POLICE	\$18.41
	P055724			CUSTOM ID PATCH: 1"X5" "POLICE	\$10.81
	P055724			CUSTOM ID PATCH: 1"X5" "RAYMON	\$15.15
MOON SECURITY SERVICES INC		798987	230908	RPD RANGE MONITORING-JAN	\$59.90



City Of Richland

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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		R387243	230817	CYLINDER RENTAL-DEC	\$8.00
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$376.60
				POSTAGE 12/01/15 TO 12/31/15	\$32.29
RECALL SECURE DESTRUCTION SERVICES INC		7346096742	230822	SHREDDING SRVCS-DEC	\$149.65
RIVER CITY TOWING INC		14441	230611	TOW CHARGE	\$48.87
TRANS UNION RISK & ALTERNATIVE DATA		12/15-204527	230624	RPD RECORDS SEARCH - DEC	\$110.00
TREASURE VALLEY COFFEE CO		104979	230625	RPD COFFEE DELIVERY	\$164.08
TTB, LLC DBA		2048	230845	RPD VEHICLE WASHES-DEC (32)	\$168.00
VERIZON WIRELESS		9757474613	230634	WIRELESS CHRGS 11/20-12/19	\$40.01
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$1,635.58
VERIZON WIRELESS SERVICES, LLC DBA		150292694	230854	SMS PRESERVATION 15-25965	\$100.00
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$4,768.00
XEROX CORPORATION		082874473	230862	W7225PT BASE CHGS-DEC 2015	\$212.15
		082874474		W7225PT BASE CHG/PRINTS-DEC	\$235.40
		082874475		W7225PT BASE CHR/PRINTS-DEC	\$187.13
		082874476		W7855PT BASE CHR/PRINTS-DEC	\$488.36
		082874477		W7845PT BASE CHR/PRINTS-DEC	\$227.58
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$300.24
				PHONE CHARGES 12/23-01/22/16	\$6.69
POLICE TOTAL ****					\$26,540.26
Division:	210	ADMINISTRATIVE SERVICES			
BANK OF AMERICA		TXN00024591	230723	HOP JACKS-ASD MEETING-CK/MC/MH	\$53.37
		TXN00024669		WALMART-SHARED VALUES GCARDS	\$242.98
		TXN00024696		ISLA BONITA-ASD MEETING-CK/JK/	\$48.29
		TXN00024781		NEWEGG-LOGITECH WRLS KEYBOARD	\$69.99
		TXN00024812		FROST SWEET-ASD LDRSHIP AWARD	\$26.89
PARADISE BOTTLED WATER CO		11/15-ADMIN SRVCS	230597	BOTTLED WATER-NOVEMBER	\$12.16
		12/15-ADMIN SRVCS		BOTTLED WATER-DECEMBER	\$7.40
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$19.58
ADMINISTRATIVE SERVICES TOTAL ****					\$515.51
Division:	211	FINANCE			
BANK OF AMERICA		TXN00024554	230723	STAMP MAKER-RECVD STAMP-MG	\$43.70
		TXN00024558		AMAZON-DESK HEATER - BA	\$59.95
		TXN00024630		NEWEGG-WAVE WRLS KEYBOARD	\$49.99
		TXN00024771		STAPLES-CALCULATOR PAPER/ENVLP	\$119.78
				STAPLES-CALCULATOR RIBBON/TAPE	\$77.92
		TXN00024783		STAPLES - DOCUMENT SCANNER	\$1,077.29
		TXN00024829		STAPLES-FINANCE PAPER	\$71.89
		TXN00024858		STAPLES-ENVELOPES-UB	\$131.29



City Of Richland

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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLLECTORSOLUTIONS INC		2015526	230771	MERCHANT SRVC CHRGS DEC 15	\$28,226.08
COLUMBIA INDUSTRIES SUPPORT LLC		0029875	230544	ON SITE SHREDDING WO #37868	\$29.58
		0030052		ON SITE SHREDDING WO #37838	\$9.86
GARDA CL NORTHWEST INC		10164123	230567	ARMORED CAR SRVCS DEC 2015	\$435.20
		20125510		EXCESS LIABILITY DEC 2015	\$271.08
PARADISE BOTTLED WATER CO		11/15-ADMIN SRVCS	230597	BOTTLED WATER-NOVEMBER	\$57.03
				BOTTLED WATER-NOVEMBER	\$24.31
		12/15-ADMIN SRVCS		BOTTLED WATER-DECEMBER	\$34.71
				BOTTLED WATER-DECEMBER	\$14.79
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$847.19
				POSTAGE 12/01/15 TO 12/31/15	\$4,425.96
POSTMASTER		PERMIT 153-12/26	230601	POSTAGE 12/13-12/30/15	\$3,993.11
REDSSON LTD		191936	230604	PORTAL SERVICE LOCATES-DEC	\$258.00
RETAIL LOCKBOX INC		1512 4812	230608	UB PYMT PROCESSING DEC'15	\$2,192.11
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
				CELL PHONE BILL-DECEMBER	\$35.10
XEROX CORPORATION		082874478	230653	W7855 BASE CHRG/PRINTS-DEC	\$283.22
		082874479		W7225PT BASE CHRG/PRINTS-DEC	\$169.88
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$0.22
				PHONE CHARGES 12/23-01/22/16	\$74.48
				PHONE CHARGES 12/23-01/22/16	\$129.94
FINANCE TOTAL ****					\$43,178.51
Division:	212	PURCHASING			
BANK OF AMERICA		TXN00024622	230723	OFFICE DEPOT-Chair-Warehouse	\$324.70
		TXN00024659		NAPCP-Membershp-Robinson	\$495.00
		TXN00024760		WAL-MART/COFFEE MAKER	\$32.30
		TXN00024792		VARIDESK/DESK	\$500.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$806.49
GRAINGER		9924859730	230568	WIRE MESH DECKING	\$2,000.54
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$0.97
TRI CITY HERALD		2075759	230843	VENDOR NOTICE ANNOUNCEMENT	\$91.46
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$23.93
				CELL PHONE BILL-DECEMBER	\$17.44
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$57.00
XEROX CORPORATION	S016120	082874481	230651	XEROX 7845 LEASE AND COPY CHAR	\$229.07
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$58.41
				PHONE CHARGES 12/23-01/22/16	\$42.45
PURCHASING TOTAL ****					\$4,679.76
Division:	213	INFORMATION TECHNOLOGY			
ACTIVE NETWORK LLC	P056106	4100128322	230655	Class Annual Mntnc & Support	\$13,330.48



City Of Richland

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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY SYSTEMS	P056104	MN00088561	230656	CIS Infinity Mntnc 1/1/16-12/3	\$68,096.65
BANK OF AMERICA		TXN00024560	230723	TARGET - PLANNER	\$10.85
		TXN00024564		NEWEGG-Thumbdrive	\$17.46
		TXN00024572		OEM OPTIC-CISCO TRANSCEIVER	\$234.03
		TXN00024576		NEWEGG-ETHERNET NETWORK ADAPTE	\$19.99
		TXN00024584		CABLES FOR LESS -FIBER CABLES	\$111.73
		TXN00024643		NEWEGG-HDMI CABLE	\$50.65
		TXN00024671		NEWEGG-90DELL Latitude Laptop	\$86.94
		TXN00024673		NEWEGG-HDMI ADAPTER CONVERTER	\$13.99
		TXN00024703		NEWEGG-HDMI to HDMI CABLE	\$6.99
		TXN00024714		NEWEGG-Cables for Rolling TV C	\$20.98
		TXN00024724		AMAZON-55 inch LED HD TV	\$1,039.89
		TXN00024780		FUJIYAMA JAPANESE STEAK_IT-VAL	\$348.68
		TXN00024791		BAR BARCODE GIANT-UNIVERSAL CA	\$845.07
		TXN00024797		STAPLES - OFFICE SUPPLY	\$192.93
		TXN00024808		GIH GLOBALINDUSTRIALEQ - Wallm	\$117.45
		TXN00024811		STAPLES - OFFICE SUPPLY	\$27.35
		TXN00024837		VARIDESK - DSK-IFO TECH`	\$500.00
		TXN00024846		Amazon-Developer Reference Boo	\$63.21
		TXN00024861		SUBWAY/ERP PRESENTATION LUNCH	\$96.65
		TXN00024864		AMAZON-LABEL STRIP	\$102.73
		TXN00024867		WEBEX-MONTHLY WEBEX FEE	\$26.06
		TXN00024874		AMAZON-LABEL TAPE	\$84.02
		TXN00024875		OFFICE DEPOT-GLOSS PHOTO PAPER	\$131.40
		TXN00024876		AMAZON-Labeler Replacement Tap	\$45.30
		TXN00024894		SMARTSIGN - LOCKING TIES	\$16.89
CASELLE INC	P056083	70322	230880	ANIMAL LICENSING MONTHLY LICEN	\$169.33
MID COLUMBIA ENGINEERING INC	P054872	ST008049	230589	RICH AUSTILL, AS400 MNTNC SERV	\$286.00
MOBILEGUARD, INC	P056016	09406	230592	IMPLEMENTATION AND ACTIVATION	\$5,700.00
N HARRIS COMPUTER CORPORATION	P056105	MN00088350-A	230692	FMS/HRMS Annual Mntnc 1/1/16 -	\$101,191.19
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$0.49
VERIZON WIRELESS		9757464824	230630	WIRELESS CHRGS 11/20-12/19	\$80.06
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$215.32
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$530.00
WEBQA, INC	P056099	1131-151215	230712	GovQA Service Tracking System	\$10,500.00
XEROX CORPORATION		082874470	230862	W7855 BASE CHRGR/PRINTS-DEC	\$77.11
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$244.63
INFORMATION TECHNOLOGY TOTAL ****					\$204,632.50
Division:	220	HUMAN RESOURCES			
BANK OF AMERICA		TXN00024540	230723	YAKIMA CARE-DOT PHYSICAL FIT D	\$100.00
		TXN00024834		STAPLES-FOLDER/HANG FLDR/POST	\$46.18



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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024853	230723	STAPLES-ALLISON WALL CLOCK	\$20.41
		TXN00024863		STAPLES-ALLISON PRINTER INK	\$107.17
		TXN00024882		YAKIMA WORKER CARE-DOT/FIT DUT	\$100.00
		TXN00024887		YAKIMA CARE-DOT/FIT DUTY/	\$100.00
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$12.31
PUBLIC SAFETY TESTING INC		3024	230603	POST COE EVAL-BIRCH/O'BRIEN	\$750.00
TALENT WISE INC		93882916	230923	BACKGROUND CHECKS-JAN	\$36.86
TAYLOR, JEFFERY M		010615 REIMB	230839	TUITION-JUV JUSTICE/CHRISTIAN	\$886.25
TRANS UNION LLC		12550098	230841	CREDIT REPORTS-DECEMBER	\$39.77
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$41.31
XEROX CORPORATION		082874480	230862	W7225PT BASE CHG/PRINTS-DEC	\$389.03
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$70.48
ZEPEDA, SILVIA		121615 REIMB	230654	TUITION REIMB-ETHICAL BUSINESS	\$686.25
		123015 REIMB		ZEPEDA TUITION REIMB ORG BEHAV	\$686.25
HUMAN RESOURCES TOTAL ****					\$4,072.27
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$6.76
ROGER BROOKS INTERNATIONAL, INC		13676	230916	WATERFRONT CONSULTING SVCS	\$16,950.00
VERIZON WIRELESS		9757495327	230636	WIRELESS CHRGS 11/20-12/19	\$40.01
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$19.83
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$17,051.45
Division:	301	DEVELOPMENT SERVICES			
ABADAN INC		CNIN110014	230513	XEROX 6605 MAINT 12/23-1/22/16	\$93.31
BANK OF AMERICA		TXN00024662	230723	STAPLES - FIRST AID SUPPLIES	\$3.48
		TXN00024677		NEWEGG-DESKTOP SCANNER	\$749.97
		TXN00024678		STAPLES - FIRST AID SUPPLIES S	\$56.13
		TXN00024702		AMAZON - BOOT SCRAPER	\$19.99
MID COLUMBIA ENGINEERING INC	P055297	ST008040	230589	JOSEPH MINNICK, BLDG INSPECTOR	\$1,626.80
	P055297	ST008046		JOSEPH MINNICK, BLDG INSPECTOR	\$901.60
	P055297	ST008061	230813	JOSEPH MINNICK, BLDG INSPECTOR	\$1,254.40
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$58.65
TRI CITY HERALD		2125882	230843	PHN-FILE #S2015-103	\$46.96
VERIZON WIRELESS		9757474613	230634	WIRELESS CHRGS 11/20-12/19	\$160.04
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$186.71
WASHINGTON ASN OF BUILDING OFFICIALS		31018	230641	BLDG INSPECTOR JOB POSTING AD	\$50.00
XEROX CORPORATION		082874466	230862	W7855PT BASE CHG/PRINTS-DEC	\$88.03
		082874468		BASEMENT XEROX #LX5-692207	\$70.27
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$109.57
				PHONE CHARGES 12/23-01/22/16	\$19.89



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEVELOPMENT SERVICES TOTAL ****					\$5,495.80
Division:	302	REDEVELOPMENT			
COLUMBIA INDUSTRIES SUPPORT LLC		0029523	230544	ON SITE SHREDDING WO #39648	\$195.84
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$3.13
SHANNON & WILSON INC		7932	230615	GROUNDWATER MONITORING-SHOPS	\$3,461.89
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
XEROX CORPORATION		082874466	230862	W7855PT BASE CHG/PRINTS-DEC	\$209.98
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$19.52
				PHONE CHARGES 12/23-01/22/16	\$6.06
REDEVELOPMENT TOTAL ****					\$3,931.27
Division:	303	LIBRARY			
BANK OF AMERICA		TXN00024526	230723	INGRAM BOOKS	\$286.33
		TXN00024534		INGRAM BOOKS	\$223.18
		TXN00024535		INGRAM BOOKS	\$13.02
		TXN00024541		INGRAM BOOKS	\$230.47
		TXN00024575		ALBERTSONS #213 - Arts Commisi	\$36.69
		TXN00024583		INGRAM BOOKS	\$182.18
		TXN00024585		INGRAM BOOKS	\$70.32
		TXN00024588		INGRAM BOOKS	\$281.55
		TXN00024600		INGRAM BOOKS	\$17.85
		TXN00024605		INGRAM BOOKS	\$1,008.57
		TXN00024614		MEETING SUPPLIES	\$33.43
		TXN00024618		INGRAM BOOKS	\$95.07
		TXN00024636		INGRAM BOOKS	\$113.94
		TXN00024646		AmazonPrime Membership - Credi	(\$99.00)
		TXN00024655		INGRAM BOOKS	\$138.97
		TXN00024656		INGRAM BOOKS	\$73.85
		TXN00024683		OVERDRIVE DIGITAL BOOKS	\$301.58
		TXN00024690		RECORDED BOOKS	\$413.75
		TXN00024694		RECORDED BOOKS	\$119.27
		TXN00024699		GALE LARGE PRINT	\$987.19
		TXN00024707		TAPE DISPENSER CORE	\$4.72
		TXN00024708		INGRAM BOOKS	\$58.60
		TXN00024722		OFFICE SUPPLIES	\$320.59
		TXN00024729		TONER CARTRIDGE	\$65.62
		TXN00024730		500 GB BACKUP, COIN WRAPPERS	\$97.71
		TXN00024747		HOLE PUNCH	\$12.20
		TXN00024748		SCISSORS	\$16.40
		TXN00024778		INGRAM BOOKS	\$65.29
		TXN00024785		INGRAM BOOKS	\$427.47



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024787	230723	INGRAM BOOKS	\$54.17
		TXN00024799		INGRAM BOOKS	\$236.00
		TXN00024819		INGRAM BOOKS	\$1,456.09
		TXN00024840		GALE LARGE PRINT	\$362.52
		TXN00024871		INGRAM BOOKS	\$56.12
		TXN00024872		INGRAM BOOKS	\$17.84
		TXN00024898		INGRAM BOOKS	\$147.49
		TXN00024899		INGRAM BOOKS	\$22.21
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$3,167.98
DESIGN WEST ARCHITECTS		1592/1	230552	DESIGN SVCS-LIBRARY MAKER SPAC	\$11,107.40
FRONTIER	S016711	01/16 5099433152	230894	TELEPHONE CHARGES 1/4/16 - 2/3	\$369.29
NORTHWEST VITAL RECORDS CENTER INC		13433	230816	FILM CONVER/3 TB HARD DRIVE	\$4,808.52
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$297.56
SECRETARY OF STATE		00006028	230919	2016 WDLG CONTRACT #IG-4513	\$15,899.79
UNIQUE MANAGEMENT SERVICES INC		417629	230848	COLLECTION SRVCS-DEC	\$268.50
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$36.00
				2016 WCIA INSURANCE PREMIUM	\$20,442.00
WASHINGTON LIBRARY ASSOCIATION		2016 DUES	230932	2016 INSTITUTIONAL MEMBERSHIP	\$783.00
XEROX CORPORATION		082874489	230652	W7225 BASE CHRG/PRINTS-DEC	\$319.58
		082874490	230653	W7225 BASE CHRG/PRINTS-DEC	\$141.39
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$147.52
LIBRARY TOTAL ****					\$65,737.78
Division:	330	PARKS & RECREATION ADMIN			
VERIZON WIRELESS		9757510793	230637	WIRELESS CHRGS 11/20-12/19	\$35.69
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$661.02
PARKS & RECREATION ADMIN TOTAL ****					\$696.71
Division:	331	PARKS & REC - RECREATION			
AMERICAN SOCIETY OF COMPOSERS & AUTHORS &		500579374/2016	230659	2016 ASCAP LICENSE FEE	\$336.00
BANK OF AMERICA		TXN00024595	230723	ACE HARDWARE - stake lights	\$65.05
		TXN00024606		WM SUPERCENTER #3261 - lights	\$101.81
		TXN00024608		RED DOOR PARTY RENTALS - Santa	\$27.15
		TXN00024626		OFFICE DEPOT	\$34.86
		TXN00024629		FRED-MEYER #0286 - candy for w	\$19.97
		TXN00024679		ATOMIC SCREENPRINTING -swim te	\$592.11
		TXN00024725		DOLRTREE 2566 00025668 - Bingo	\$12.86
		TXN00024765		TACO TIME/PP,TB TRIP FOR FITNE	\$26.13
		TXN00024769		DES STATE SURPLUS/FITNESS EQ	\$1,874.35
		TXN00024779		SHELL OIL 57445613102 - fuel	\$85.00
		TXN00024786		SHERWIN WILLIAMS/SANTA HOUSE P	\$116.29
		TXN00024789		HEINRICH AUTO 0020748 - fuel a	\$14.57



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024857	230723	GOOD2GO-INTERNET/TOLL BRIDGE F	\$4.15
ELIZABETH E TROST		DECEMBER 2015	230781	DECEMBER CLASS-10393	\$123.11
FOSTER, CATHY I			230565	FOOT CARE CLASSES-DEC	\$579.60
MASON, PATTI L			230585	FITNESS CLASSES - DECEMBER	\$470.27
MILLER, JO ANN		DEC 2015/10084	230590	DANCE INSTRUCTOR-DEC 100084	\$270.53
OXARC INC		R386983	230817	HELIUM TANK RENTAL	\$8.00
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$27.21
SESAC INC		4168661	230920	MUSIC LICENSE 1/1-12/31/16	\$755.00
SZENDRE, JOLENE		DECEMBER 2015	230838	YOGA CLASS #10102-DEC 2015	\$32.20
		NOVEMBER 2015		YOGA CLASS #10102-NOV 2015	\$193.20
TALENT WISE INC		93882916	230923	BACKGROUND CHECKS-JAN	\$210.00
TEAM SIDELINE.COM		TS-INV-3611	230704	2016 TEAM SIDELINE MEMBERSHIP	\$599.00
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$1,433.00
XEROX CORPORATION		082874464	230650	W7855 BASE CHRG/PRINTS-DEC	\$137.33
				W7855 BASE CHRG/PRINTS-DEC	\$231.35
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$36.35
				PHONE CHARGES 12/23-01/22/16	\$6.06
				PHONE CHARGES 12/23-01/22/16	\$94.08
PARKS & REC - RECREATION TOTAL ****					\$8,516.59
Division:	335	PARKS & REC - PARKS&FACILITIES			
ARAMARK UNIFORM SERVICES INC		12/15-934962000	230719	LINEN CHARGES FOR DEC 2015	\$406.29
BANK OF AMERICA		TXN00024529	230723	WM SUPERCENTER #3261 - lights	\$43.33
		TXN00024530		GRIGGS ACE HARDWARE - marking	\$8.13
		TXN00024537		GRIGGS ACE HARDWARE - light re	\$69.46
		TXN00024538		ACE HARDWARE - fasteners, drill	\$15.14
		TXN00024539		EWING IRRIGATION PRD#181 - rot	\$192.53
		TXN00024544		GRIGGS ACE HARDWARE - caster	\$26.02
		TXN00024547		SUPPLYHOUSE.COM - pool equip	\$16.89
		TXN00024553		GRIGGS ACE HARDWARE - ruler ta	\$29.31
		TXN00024571		HARBOR FREIGHT TOOLS 49 - powe	\$23.88
		TXN00024574		KIE SUPPLY- IRRIGATI - irrigat	\$438.79
		TXN00024602		ACE HARDWARE - key ring	\$16.26
		TXN00024613		STEEBERS LOCK SERVICE - keys	\$23.08
		TXN00024628		THE HOME DEPOT #4746 - saw bla	\$57.68
		TXN00024632		PARTSELECT.COM XXXXXXXXXX - ov	\$474.47
		TXN00024667		SHERWIN WILLIAMS #8461 - paint	\$143.49
		TXN00024680		HARBOR FREIGHT TOOLS 49 - slid	\$23.88
		TXN00024685		GRIGGS ACE HARDWARE - level la	\$59.72
		TXN00024686		FASTENAL COMPANY01 - toggler	\$50.19
		TXN00024687		GOTOCITRIX.COM - meeting organ	\$20.64
		TXN00024695		STEEBERS LOCK SERVICE - keys	\$10.82



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024737	230723	ACE HARDWARE - mending brace,	\$22.77
		TXN00024740		GRIGGS ACE HARDWARE -masking t	\$22.78
		TXN00024746		ACE HARDWARE - drill bits, coa	\$22.76
		TXN00024757		GRIGGS ACE HARDWARE - caulkgun	\$50.99
		TXN00024758		GRIGGS ACE HARDWARE - keys	\$40.56
		TXN00024763		ACE HARDWARE - spray paint	\$13.00
		TXN00024777		SHERWIN WILLIAMS #8461 - tape,	\$29.05
		TXN00024788		MILLER PAINT KENNEWICK - floor	\$274.76
		TXN00024790		GRIGGS ACE HARDWARE - irrigati	\$25.86
		TXN00024795		GRIGGS ACE HARDWARE - steel fl	\$49.93
		TXN00024809		ACE HARDWARE - shovel	\$24.97
		TXN00024815		GRIGGS ACE HARDWARE - trowl, p	\$28.75
		TXN00024816		L&I PERMITS/ELECTRICAL WORK PE	\$75.80
		TXN00024823		GRIGGS ACE HARDWARE - flex sea	\$106.35
		TXN00024839		ACE HARDWARE - coathook, ancho	\$20.92
		TXN00024850		GRIGGS ACE HARDWARE - draino	\$21.71
		TXN00024878		ACE HARDWARE - hinge, padlock	\$55.84
		TXN00024879		OXARC INC PS - providence 70S6	\$19.45
		TXN00024885		G AND R AG PRODUCTS INC - hyp	\$52.65
		TXN00024890		ACE HARDWARE - socket set	\$35.83
		TXN00024891		MILLER PAINT KENNEWICK - floor	\$149.92
		TXN00024893		TOTAL ENERGY MANAGEMENT - heat	\$59.73
		TXN00024903		GRIGGS ACE HARDWARE - angle gr	\$95.45
BOYD'S TREE SERVICE LLC	4360		230527	TREE CLEANUP	\$6,340.65
CITY OF RICHLAND	12/2015 DEC		230766	CITY UTILITY BILLS/DEC 2015	\$38.64
				CITY UTILITY BILLS/DEC 2015	\$32.14
				CITY UTILITY BILLS/DEC 2015	\$349.87
				CITY UTILITY BILLS/DEC 2015	\$29.82
				CITY UTILITY BILLS/DEC 2015	\$30.37
				CITY UTILITY BILLS/DEC 2015	\$33.91
				CITY UTILITY BILLS/DEC 2015	\$160.65
				CITY UTILITY BILLS/DEC 2015	\$31.37
				CITY UTILITY BILLS/DEC 2015	\$31.69
				CITY UTILITY BILLS/DEC 2015	\$22.45
				CITY UTILITY BILLS/DEC 2015	\$160.90
				CITY UTILITY BILLS/DEC 2015	\$22.13
				CITY UTILITY BILLS/DEC 2015	\$10.29
				CITY UTILITY BILLS/DEC 2015	\$206.85
				CITY UTILITY BILLS/DEC 2015	\$198.30
				CITY UTILITY BILLS/DEC 2015	\$13.01
				CITY UTILITY BILLS/DEC 2015	\$28.25



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$19.44
				CITY UTILITY BILLS/DEC 2015	\$25.04
				CITY UTILITY BILLS/DEC 2015	\$19.70
				CITY UTILITY BILLS/DEC 2015	\$171.04
				CITY UTILITY BILLS/DEC 2015	\$23.77
				CITY UTILITY BILLS/DEC 2015	\$186.31
				CITY UTILITY BILLS/DEC 2015	\$27.57
				CITY UTILITY BILLS/DEC 2015	\$27.87
				CITY UTILITY BILLS/DEC 2015	\$28.02
				CITY UTILITY BILLS/DEC 2015	\$174.13
				CITY UTILITY BILLS/DEC 2015	\$28.10
				CITY UTILITY BILLS/DEC 2015	\$19.60
				CITY UTILITY BILLS/DEC 2015	\$88.75
				CITY UTILITY BILLS/DEC 2015	\$827.15
				CITY UTILITY BILLS/DEC 2015	\$71.13
				CITY UTILITY BILLS/DEC 2015	\$75.62
				CITY UTILITY BILLS/DEC 2015	\$76.36
				CITY UTILITY BILLS/DEC 2015	\$800.74
				CITY UTILITY BILLS/DEC 2015	\$79.78
				CITY UTILITY BILLS/DEC 2015	\$785.40
				CITY UTILITY BILLS/DEC 2015	\$84.45
				CITY UTILITY BILLS/DEC 2015	\$60.80
				CITY UTILITY BILLS/DEC 2015	\$672.44
				CITY UTILITY BILLS/DEC 2015	\$124.48
				CITY UTILITY BILLS/DEC 2015	\$94.86
				CITY UTILITY BILLS/DEC 2015	\$95.00
				CITY UTILITY BILLS/DEC 2015	\$96.23
				CITY UTILITY BILLS/DEC 2015	\$103.00
				CITY UTILITY BILLS/DEC 2015	\$112.02
				CITY UTILITY BILLS/DEC 2015	\$114.68
				CITY UTILITY BILLS/DEC 2015	\$619.27
				CITY UTILITY BILLS/DEC 2015	\$121.11
				CITY UTILITY BILLS/DEC 2015	\$86.84
				CITY UTILITY BILLS/DEC 2015	\$149.39
				CITY UTILITY BILLS/DEC 2015	\$40.85
				CITY UTILITY BILLS/DEC 2015	\$42.55
				CITY UTILITY BILLS/DEC 2015	\$44.90
				CITY UTILITY BILLS/DEC 2015	\$45.70
				CITY UTILITY BILLS/DEC 2015	\$47.85
				CITY UTILITY BILLS/DEC 2015	\$48.03
				CITY UTILITY BILLS/DEC 2015	\$52.27



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$53.38
				CITY UTILITY BILLS/DEC 2015	\$910.29
				CITY UTILITY BILLS/DEC 2015	\$8.92
				CITY UTILITY BILLS/DEC 2015	\$70.55
				CITY UTILITY BILLS/DEC 2015	\$18.24
				CITY UTILITY BILLS/DEC 2015	\$133.51
				CITY UTILITY BILLS/DEC 2015	\$128.75
				CITY UTILITY BILLS/DEC 2015	\$63.02
				CITY UTILITY BILLS/DEC 2015	\$64.68
				CITY UTILITY BILLS/DEC 2015	\$67.52
				CITY UTILITY BILLS/DEC 2015	\$933.19
				CITY UTILITY BILLS/DEC 2015	\$70.12
				CITY UTILITY BILLS/DEC 2015	\$38.86
				CITY UTILITY BILLS/DEC 2015	\$55.29
				CITY UTILITY BILLS/DEC 2015	\$228.17
				CITY UTILITY BILLS/DEC 2015	\$1,180.90
				CITY UTILITY BILLS/DEC 2015	\$277.47
				CITY UTILITY BILLS/DEC 2015	\$255.51
				CITY UTILITY BILLS/DEC 2015	\$1,152.16
				CITY UTILITY BILLS/DEC 2015	\$236.95
				CITY UTILITY BILLS/DEC 2015	\$434.09
				CITY UTILITY BILLS/DEC 2015	\$420.41
				CITY UTILITY BILLS/DEC 2015	\$485.20
				CITY UTILITY BILLS/DEC 2015	\$957.51
				CITY UTILITY BILLS/DEC 2015	\$502.60
				CITY UTILITY BILLS/DEC 2015	\$1,523.85
				CITY UTILITY BILLS/DEC 2015	\$1,569.87
				CITY UTILITY BILLS/DEC 2015	\$2,692.82
				CITY UTILITY BILLS/DEC 2015	\$1,890.22
				CITY UTILITY BILLS/DEC 2015	\$1,201.24
				CITY UTILITY BILLS/DEC 2015	\$581.32
				CITY UTILITY BILLS/DEC 2015	(\$376.20)
				CITY UTILITY BILLS/DEC 2015	\$221.75
				CITY UTILITY BILLS/DEC 2015	\$228.83
				CITY UTILITY BILLS/DEC 2015	\$235.73
				CITY UTILITY BILLS/DEC 2015	\$1,292.25
				CITY UTILITY BILLS/DEC 2015	\$328.39
				CITY UTILITY BILLS/DEC 2015	\$247.98
				CITY UTILITY BILLS/DEC 2015	\$212.87
				CITY UTILITY BILLS/DEC 2015	(\$57.00)
				CITY UTILITY BILLS/DEC 2015	(\$1,126.96)



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$1,286.38
				CITY UTILITY BILLS/DEC 2015	\$1,053.75
				CITY UTILITY BILLS/DEC 2015	\$212.55
				CITY UTILITY BILLS/DEC 2015	\$1,050.73
				CITY UTILITY BILLS/DEC 2015	\$1,169.39
				CITY UTILITY BILLS/DEC 2015	\$333.78
		12/2015-24	230539	#24 LANDFILL FEES	\$2,285.24
EFC EQUIPMENT LLC		4908	230555	SNOW BLOWER REPAIR	\$93.35
EWING IRRIGATION PRODUCTS INC		784147	230558	ESP-LXBASIC 12STA	\$496.64
		796506		PVC/ADAPTOR/COUPLING/BUSHING	\$135.77
GRAINGER		1251668671	230568	FUSE BLOCK CREDIT	(\$63.55)
		9923906466		FUSE BLOCK	\$63.55
		9924258248-		DFINIT PRPOSE CONTACTR	\$279.23
		9929004696		FUSE BLOCK/NIPPLE/LOW LEAD	\$99.57
MOON SECURITY SERVICES INC		793934	230593	BASIC FIRE MONITORING LIBRARY	\$33.00
		798612	230908	BASIC FIRE MONITORING LIBRARY	\$33.00
		799657		ST#74 CELL GSM FIRE B/U-JAN	\$50.00
		799788		BASIC FIRE MONITORING CREST	\$53.00
		801566		BASIC FIRE MONITORING	\$330.00
OXARC INC		R387209	230596	CO2/NITROGEN/OXYGEN	\$129.41
		R387212		CO2	\$97.79
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$4.94
REXEL INC DBA	S016675	I384306	230609	FREIGHT	\$25.89
	S016675			SAG GLASS LENS FOR AAL FIXTURE	\$372.32
RICHLAND ACE HARDWARE		210639	230610	BBQ PELLETS	\$15.18
SIERRA ELECTRIC INC	P055827	C206-15/PYMT 1	230831	COLUMBIA POINT MARINA POWER	\$20,779.52
SPRAGUE PEST SOLUTIONS		2702418	230616	SPRAY EXTERIOR AT FS 2	\$135.75
		2702419		SPRAY EXTERIOR AT PD	\$162.90
		2702420		SPRAY EXTERIOR AT LIBRARY	\$325.80
		2743504		SPRAY EXTERIOR AT FS 1	\$190.05
STONEWAY ELECTRIC SUPPLY		S101477062.001	230836	CREE A21-WARM WHITE	\$26.12
WA STATE DEPARTMENT OF ECOLOGY		2016-WAG994208	230930	WASTEWATER PERMIT 2016	\$522.00
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$637.00
				2016 WCIA INSURANCE PREMIUM	\$71.00
				2016 WCIA INSURANCE PREMIUM	\$3,413.00
				2016 WCIA INSURANCE PREMIUM	\$19,758.00
				2016 WCIA INSURANCE PREMIUM	\$12.00
WILBUR ELLIS COMPANY		9586843	230648	WG QUARTERHORSE 50 LBS	\$5,285.78
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$95.46

PARKS & REC - PARKS&FACILITIES TOTAL ****

\$98,072.90

Division: 338 PARKS & REC - PROJECT ADMIN



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		082874470	230862	W7855 BASE CHRG/PRINTS-DEC	\$58.90
PARKS & REC - PROJECT ADMIN TOTAL ****					\$58.90
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1500	230720	ARBAUGH CONTRACT FEES-DEC'15	\$1,470.00
BANK OF AMERICA		TXN00024651	230723	OFFICE DEPOT-CHAIR-CMO_HL	\$314.93
EAST OREGONIAN PUB CO		48161512	230780	E.OREGONIAN ADS-TOURISM-DEC	\$940.66
ERBEN, TARA		BLRF2015-006	230785	BLRF CONTRACT#36-15	\$5,000.00
INGSTAD RADIO WASHINGTON LLC		4934	230800	LIVE AT 4 BLRF 2015-005	\$11,000.00
KWRL LLC		15D0010404	230809	TOURISM AIRSPOTS 12/01-12/04	\$400.00
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$270.81
STATE AUDITOR'S OFFICE		L112003	230834	AUDIT SERVICES-MAY/DEC 2015	\$2,392.20
UPTOWN BUSINESS IMPROVEMENT DISTRICT		BLRF 2015-004 (2)	230627	UPTOWN SHOPPING CTR MURAL	\$11,900.00
		BLRF2015-003		UBID 2015 CHALK ART CONTEST	\$5,000.00
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$773.00
				2016 WCIA INSURANCE PREMIUM	\$3,673.00
				2016 WCIA INSURANCE PREMIUM	\$40,091.00
				2016 WCIA INSURANCE PREMIUM	\$207,861.00
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$42.39
NON-DEPARTMENTAL TOTAL ****					\$291,128.99
GENERAL FUND Total ***					\$917,867.86
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
BANK OF AMERICA		TXN00024543	230723	AMAZON/SEAL ASSEMBLY	\$98.99
		TXN00024545		HARBOR FREIGHT/PROPANE TOOL	\$41.24
		TXN00024661		WALMART - DIST WATER	\$10.56
		TXN00024755		AMAZON - MESSAGE STAMPS	\$15.97
		TXN00024859		EVERGREEN SAFETY- FLAG CERT ST	\$534.05
		TXN00024884		EBERLE DESIGN/REPAIRS	\$600.00
BENTON PUD		12/15 72866300000	230753	WYE LIGHTS-BADGER REPEATER	\$58.95
CENTRAL HOSE & FITTINGS INC		425568	230881	2" AG HOSE	\$302.99
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$1,004.66
				CITY UTILITY BILLS/DEC 2015	\$153.67
RICHLAND ACE HARDWARE		49402	230826	PICK WITH HANDLE	\$40.17
UNITED PARCEL SERVICE	S016715	000986641036	230926	GROUND PKG TO EBERLE DESIGN FO	\$32.02
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$68.55
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$13,110.00
				2016 WCIA INSURANCE PREMIUM	\$2,986.00
XEROX CORPORATION		082874470	230862	W7855 BASE CHRG/PRINTS-DEC	\$52.91
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$24.23



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STREETS MAINTENANCE TOTAL ****					\$19,134.96
Division: 402	ARTERIAL STREETS				
BERGER ABAM ENGINEERS INC	P054546	313150	230526	C/O #1 CONSTRUCTABILITY REPORT	\$9,516.03
	P054546	313437		C/O #1 CONSTRUCTABILITY REPORT	\$51,448.76
ARTERIAL STREETS TOTAL ****					\$60,964.79
CITY STREETS Total ***					\$80,099.75
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division: 305	ECONOMIC DEVELOPMENT				
ARBAUGH & ASSOCIATES INC		1500	230720	ARBAUGH CONTRACT FEES-DEC'15	\$150.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$239.40
DEPARTMENT OF COMMERCE		CERB-1036	230888	CERB LOAN C2003-148 FERGUSON	\$50,424.08
				CERB LOAN C2003-148 FERGUSON	\$5,832.47
RGW ENTERPRISES PC	P055364	12/15-CITY HALL	230824	#116-15 ECON DEV CONSULTANT	\$190.00
	P055364	12/15-CWCP		#116-15 ECON DEV CONSULTANT	\$2,327.50
	P055364	12/15-DOE TXFR		#116-15 ECON DEV CONSULTANT	\$1,487.50
	P055364	12/15-HRBC		#116-15 ECON DEV CONSULTANT	\$1,552.50
	P055364	12/15-LRF		#116-15 ECON DEV CONSULTANT	\$950.00
	P055364	12/15-SI STEEL		#116-15 ECON DEV CONSULTANT	\$190.00
	P055364	12/15-WSU HOUSE		#116-15 ECON DEV CONSULTANT	\$285.00
TRIDEC	P055403	1690	230626	CONTRACT#133-15_PROGRAM_IND-EM	\$7,500.00
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$1,526.00
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$26.90
ECONOMIC DEVELOPMENT TOTAL ****					\$72,716.20
Division: 306	ECONOMIC DEVELOPMENT PROJECTS				
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$79.22
MACKAY & SPOSITO INC		027050	230811	HORN RAPIDS MASTER PLAN UPDATE	\$3,458.75
SHANNON & WILSON INC		7940	230830	HR WETLAND MITIGATION	\$14,433.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$17,970.97
INDUSTRIAL DEVELOPMENT FUND Total ***					\$90,687.17
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division: 131	CJST POLICE ACTIVITY				
BANK OF AMERICA		TXN00024550	230723	ADOBE PDF PACK SUBSCRIPTION	\$97.73
		TXN00024565		NEWEGG-STARTECH VIDEO CABLE A	\$71.92
GALLS, LLC	P056017	004623192	230566	ST291 NAV MD SPORT TEK JERSEY	\$17.35
	P056017			SHIPPING	\$0.48
	P056018	004623193		TS530 WHT XL HANES SHORT SLEEV	\$9.75



City Of Richland

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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P056018	004623193	230566	PRINT LAST NAME ON FRONT OF SH	\$5.43
	P056018			PRINT LAST NAME ON BACK OF SHI	\$5.43
	P056018			SHIPPING	\$0.54
	P056018			TAX ADJUSTMENT	\$0.05
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$631.00
CJST POLICE ACTIVITY TOTAL ****					\$839.68
CRIMINAL JUSTICE SALES TAX Total ***					\$839.68
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
THREE RIVERS FOLKLIFE SOCIETY		12/31/15	230620	2015 TUMBLWD MUSIC FESTIVAL	\$4,000.00
TRI CITIES VISITOR & CONVENTION BUREAU		153792	230842	TCVCB MONTHLY DUES-DEC'15	\$16,091.70
HOTEL/MOTEL TAX TOTAL ****					\$20,091.70
HOTEL/MOTEL FUND Total ***					\$20,091.70
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		DEC 2015	230842	SPECIAL LODGING ACCESS DEC'15	\$37,899.45
TOURISM PROMOTION AREA TOTAL ****					\$37,899.45
SPECIAL LODGING ASSESSMENT Total ***					\$37,899.45
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$4.60
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$6.35
				PHONE CHARGES 12/23-01/22/16	\$6.06
CDBG PROGRAM TOTAL ****					\$17.01
COMMUNITY DEV BLOCK GRANT Total ***					\$17.01
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
TRI CITY HERALD		2084745	230843	RFP-TRI CITIES HOME CONSORTIUM	\$131.01
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$6.35
HOME PROGRAM TOTAL ****					\$137.36
HOME FUND Total ***					\$137.36
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
ARROW CONSTRUCTION SUPPLY INC	S016515	14353-	230519	CREDIT FOR OVERCHARGE ON VENDO	(\$366.53)
	S016515	165707-		FREIGHT	\$10.86



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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ARROW CONSTRUCTION SUPPLY INC	S016515	165707-	230519	FREIGHT	\$482.67
	S016515			DEERY SUPER GRAY	\$8,430.08
BANK OF AMERICA		TXN00024617	230723	BENTON CO-PROPERTY TAX-LATE FE	\$2.00
		TXN00024619		BENTON CO-PROPERTY TAX-LATE FE	\$4.62
JUB ENGINEERS INC	P055996	98219	230805	GWV - I-182 ACCESS STUDY -	\$4,435.09
	P055996	98472	230575	GWV - I-182 ACCESS STUDY -	\$3,678.03
WASHINGTON APPRAISAL SERVICES, INC	P056013	7123	230640	DUPORTAIL ST EXTENSION - APPRA	\$6,500.00
ARTERIAL STREETS TOTAL ****					\$23,176.82
STREETS CAPITAL CONSTRUCTION Total ***					\$23,176.82
FUND 317	FIRE STATION 74 CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00024587	230723	INCSTORES/NITRO ROLLS	\$3,343.34
HILL INTERNATIONAL INC	S015907	C14-021/0000022	230574	DESIGN-BUILD OVERSIGHT SERVICE	\$210.00
NON-DEPARTMENTAL TOTAL ****					\$3,553.34
FIRE STATION 74 CONSTRUCTION Total ***					\$3,553.34
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BANK OF AMERICA		TXN00024766	230723	NORTHWEST PLAYGROUND - plaques	\$115.98
		TXN00024881		IN ARTISTIC BRONZE INC. - pla	\$215.00
BEAVER BARK & ROCK		719064	230521	MIDNIGHT ROCK	\$303.91
		719075		MIDNIGHT ROCK	\$151.95
		719094		MIDNIGHT ROCK	\$37.99
DESIGN WEST ARCHITECTS	P054913	C19-15/PYMT 12	230552	MOD. 3- ADDITIONAL SERVICES	\$1,500.00
FAMILY FARMS DBA	P055767	C209-15/PYMT 2	230786	2015 FENCING AND CONCRETE IMP	\$11,219.84
	P055599	R059058	230559	TRENCHING IN HOWARD AMON PARK	\$500.00
SIERRA ELECTRIC INC	P055827	C206-15/PYMT 1	230831	COLUMBIA POINT MARINA POWER	\$58,511.78
PARKS & REC PROJECTS TOTAL ****					\$72,556.45
PARK PROJECT CONSTRUCTION Total ***					\$72,556.45
FUND 399	REATA ROAD LID 197				
Division:	000				
GOODMAN & MEHLENBACHER ENTERPRISES INC	P055759	212-15/PMT 3	230793	PMT 2-RETAINAGE-SEWER	(\$3,309.67)
	P055759			PMT 2-RETAINAGE-WATER	(\$2,119.97)
UNASSIGNED TOTAL ****					(\$5,429.64)
Division:	430	CAPITAL PROJECTS			
GOODMAN & MEHLENBACHER ENTERPRISES INC	P055759	212-15/PMT 3	230793	TAX ADJUSTMENT	(\$0.01)
	P055759			C/O #1B BALLAST ROCK BENEATH	\$411.71
	P055759			C/O #1A ADDT'L FLAGGER & SPOTT	\$12,682.79



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GOODMAN & MEHLENBACHER ENTERPRISES INC	P055759	212-15/PMT 3	230793	REATA RD AREA WATER & SEWER LI	\$33,362.94
	P055759			REATA RD AREA WATER & SEWER LI	\$61,010.73
CAPITAL PROJECTS TOTAL ****					\$107,468.16
REATA ROAD LID 197 Total ***					\$102,038.52
FUND	401	ELECTRIC UTILITY FUND			
Division:	000				
AMERICAN CASTING & MANUFACTURING CORP	S016657	260533	230717	METER CABLE SEAL, SILVER HEAVY	\$2,300.00
	S016657			METER PADLOCK SEAL, RED	\$480.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P055923	3627-553401	230547	LAMP MERCURY VAPOR, 250 WATT,	\$592.96
	P055923			PHOTOCONTROL TWIST LK 105-305V	\$1,560.58
	P055923			LUMINAIRE HPS, 200 WATT MULTI-	\$1,936.72
	P055923			LAMP HPS, 100W, MOGUL BASE,	\$205.25
	P056033	3627-554852	230774	LAMP HPS, 400W, MOGUL BASE,	\$867.93
	P056033			LAMP HPS, 200W, MOGUL BASE,	\$864.46
REXEL INC DBA	P056037	1382490	230609	ADJUST FOR FEET PRICES	(\$0.17)
	P056037			CONDUIT,PVC,3",FLEX,250 FT	\$719.48
	P056037			COUPLING,PVC,4",SCH 40,DBELL	\$214.21
	P056037			COUPLING,PVC,6",SCH 40,DBELL	\$161.27
	P056037			PLUG,PVC,3"POLY,FOR SCH 40	\$102.63
	P056037			FREIGHT	\$85.42
	P056037			CONDUIT,PVC,3",SPLIT-DUCT,10FT	\$52.13
	P056037			CONDUIT,PVC,3",SPLIT-DUCT,10FT	\$52.13
TWIN CITY METALS INC		2015 RFND OVERPAY	230846	REFUND-DUPLICATE PAYMENT RECD	\$442.00
WESCO DISTRIBUTION INC	P056014	633130	230646	INSULATED CAP, 600A, W/TEST PT	\$1,331.92
	P056014	662669		T-BODY CONDUCTOR CONTACT	\$1,567.18
	P056014	663340		T-BODY CONDUCTOR CONTACT	\$1,621.85
	P055915	664648	230857	GUY GRIP 7/16" LONG BAIL UTIL.	\$990.16
TOTAL ****					\$16,095.98
Division:	501	BUSINESS SERVICES			
ABADAN INC		CNIN110014	230513	XEROX 6605 MAINT 12/23-1/22/16	\$23.33
ARBAUGH & ASSOCIATES INC		1500	230720	ARBAUGH CONTRACT FEES-DEC'15	\$840.00
BANK OF AMERICA		TXN00024555	230723	SQ KIM FETROW-RES PHOTOGRAPHY	\$214.59
		TXN00024586		CULVER COMPANY-SAFETY ED BOOKS	\$1,797.58
		TXN00024761		GOTOCITRIX.COM-MONTHLY FEE	\$20.64
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$679.42
EDGEMON, SANDI		2015 MILEAGE	230554	MILEAGE 1/2-12/31/15	\$445.63
PARAMOUNT COMMUNICATIONS INC	P056042	31292	230819	Provide and install 2 Cat 5E	\$687.00
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$102.79
				POSTAGE 12/01/15 TO 12/31/15	\$9.01
UNITED PARCEL SERVICE	S016699	000986641026	230709	GROUND PKG TO SCHWEITZER ENG L	\$31.24



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNITED PARCEL SERVICE	S016715	000986641036	230926	CREDIT FOR VOIDED PKG TO	(\$24.69)
VERIZON WIRELESS		9757464853	230631	WIRELESS CHRGS 11/20-12/19	\$40.01
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$118.06
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$237,223.00
				2016 WCIA INSURANCE PREMIUM	\$43,351.00
				2016 WCIA INSURANCE PREMIUM	\$7,378.00
XEROX CORPORATION		082874470	230862	W7855 BASE CHR/PRINTS-DEC	\$63.23
		082874471	230653	W7845 BASE CHR/PRINTS-DEC	\$261.92
		082874472		W7855 BASE CHG/PRINTS-DEC	\$280.80
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$100.91
				PHONE CHARGES 12/23-01/22/16	\$117.07
				PHONE CHARGES 12/23-01/22/16	\$122.42
				PHONE CHARGES 12/23-01/22/16	\$53.71
				PHONE CHARGES 12/23-01/22/16	\$52.96
BUSINESS SERVICES TOTAL ****					\$293,989.63
Division:	502	ELECTRICAL ENGINEERING			
BANK OF AMERICA		TXN00024525	230723	SD MYERS-REGISTRATION SCHENNUM	\$2,234.00
		TXN00024531		BENTON CO AUDITOR - Recording	\$460.00
		TXN00024562		WCP SOLUTIONS CORP-XEROX PAPER	\$78.19
		TXN00024589		OFFICE DEPOT-FILE GUIDES-TABS	\$79.41
		TXN00024596		OFFICE DEPOT-PENS,PAPER	\$53.07
		TXN00024675		PHASE 3 MEDIA/LICENSE-MAINTENA	\$5,500.00
		TXN00024682		BENTON CO AUDITOR - Recording	\$78.00
		TXN00024691		STAPLES-WHITEBOARD	\$304.07
		TXN00024733		MINDEDGE-PROJ MGMT TRAINING-GR	\$359.00
		TXN00024754		VARIDSK-SIT-STAND WORKSTATION	\$500.00
		TXN00024836		BENTON CO AUDITOR - Recording	\$80.00
		TXN00024859		EVERGREEN SAFETY- FLAG CERT ES	\$106.46
CABLE HUSTON BENEDICT HAAGENSEN & LLOYD LLP		365764	230528	LEGAL CONSULTING FOR BPUD	\$2,992.50
RELAY APPLICATION INNOVATION INC	P055597	1541	230606	PROGRAMMING & SCHEMATIC	\$6,110.64
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$90.90
ELECTRICAL ENGINEERING TOTAL ****					\$19,026.24
Division:	503	POWER OPERATIONS			
AMERICAN ROCK PRODUCTS INC		257204	230516	5/8" MINUS TOP	\$32.57
		257838		5/8" MINUS TOP	\$199.68
BABLER, JUSTIN		122215 CDL	230722	CDL RENEWAL REIMB	\$102.00
BANK OF AMERICA		TXN00024542	230723	WALMART-CELL CASE	\$54.13
		TXN00024549		AMAZON-CLIPBRD, CALENDR	\$161.56
		TXN00024556		AMAZON-CHARGER	\$17.85
		TXN00024567		ULINE-WHT BOARD	\$563.13



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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024577	230723	AMAZON-STYLUS	\$53.99
		TXN00024594		OFFICE DEP-SHARPIES, PENS	\$88.63
		TXN00024625		STARBUCKS-COFFEE	\$64.94
		TXN00024631		KRISPY KREME-DONUTS	\$45.57
		TXN00024635		NORTHERN TOOL/IMPACT DRIVERS	\$272.00
		TXN00024672		GLOBAL INDUSTRIAL/PARTS TOTES	\$1,131.25
		TXN00024689		STRLNG-CO F51090	\$79.08
		TXN00024705		NORTHERN TOOL/IMPACT DRIVERS	\$399.96
		TXN00024738		APS/UTILITIES/BUCKINGHAM BELT	\$74.45
		TXN00024743		TOTAL CARE-CDL RENEW-LEIP/ARME	\$200.00
		TXN00024750		HORIZON/SHOVELS	\$57.54
		TXN00024759		ONLN-LED-STR-LT BAR; LT	\$275.26
		TXN00024773		AT&T-CHARGERS	\$60.68
		TXN00024806		Amazon/COFFEE POTS	\$81.28
		TXN00024810		ULINE-WHT BOARD	\$334.77
		TXN00024813		Amazon/COFFEE POTS	\$121.90
BEAVER BARK & ROCK		727038	230521	MIDNIGHT ROCK	\$39.07
BENTON PUD	P056119	01/16 4419818251	230873	SAFETY TRAINING: JAN-APR, 2016	\$2,764.00
		11/15 5743127752	230753	PRE-NOTIFCATION SERVICE 2015,	\$662.80
		11/15-5743127752		PRE-NOTIFCATION SERVICE 2015	\$1,988.40
		12/15 2940995135		FOREMAN TRAINING-ADDL CHARGE	\$100.68
		12/15 72866300000		WYE LIGHTS-BADGER REPEATER	\$14.15
BOYD'S TREE SERVICE LLC	P054715	4349	230527	TREE PRUNING SERVICE FROM JANU	\$4,360.73
	P054715	4369	230759	TREE PRUNING SERVICE FROM JANU	\$11,488.19
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$2,845.05
				CITY UTILITY BILLS/DEC 2015	\$81.69
		12/2015-1901	230767	#1901 DROP BOX DISP/HAULING	\$622.47
		12/2015-28		#28 RHLD COMM TONS	\$332.36
				#28 RHLD COMM TONS	\$57.74
CONSTRUCTION AHEAD INC DBA FASTENAL COMPANY	P055478	25069-02	230548	2015 FLAGGING & TRAFFIC CONTRO	\$6,007.00
		WARIC54120	230561	DRIVER GLOVES	\$1,246.64
		WARIC54247		ZINCHEX LAG	\$1.18
L&M TRUCK SALES INC		53020	230903	BUCKET RENTAL 12/17/15-1/16/16	\$3,136.32
OSMOSE UTILITIES SERVICES INC	P054909	7UB-0198004	230595	UTILITY POLE TESTING FROM 1/1/	\$1,264.03
11/15 POWEROPS		230818	BOTTLED WATER-DECEMBER	\$20.30	
12/15-POWER OPS			BOTTLED WATER-DECEMBER	\$20.30	
PARAMOUNT COMMUNICATIONS INC	P055526	31282	230599	2015 HORIZONTAL/DIRECTIONAL BO	\$58,706.99
ROTO ROOTER		275472	230828	604 SYMONS REPAIR FROM DIGGING	\$2,040.56
TYNDALE ENTERPRISES INC		1014512	230847	FIRE RETARDANT CLOTHING-2015	\$1,893.74
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$309.34
WASTE MANAGEMENT		0093868-1819-0	230856	POL SRVC-1032 UNIVERSITY DR	\$107.44



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POWER OPERATIONS TOTAL****					\$104,583.39
Division:	504	SYSTEMS DIVISION			
ALLAN ELECTRIC INC		38698	230514	ELECTRIC WORK-1660 BRANTINGHAM	\$938.09
BANK OF AMERICA		TXN00024688	230723	USA BLUE BOOK/METER BOX LID LI	\$284.11
		TXN00024832		GENERAL PACIFIC/SENTINEL METER	\$122.17
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$1,612.11
ELR CONSULTING INC	P054999	2801	230782	PROF SERVICES PER CONTRACT 30-	\$1,324.80
HDR ENGINEERING INC	P055184	471289-H	230797	4-YR WORK PLAN PER CONTRACT 75	\$9,224.83
	P055184			4-YR WORK PLAN PER CONTRACT 75	\$3,299.36
OXARC INC		PS93327	230596	CYL RENTAL	\$8.27
		R387211	230817	RNTL MULTI GAS CYL	\$63.69
REXEL INC DBA		I282044	230609	WIRE/ANGLE PLUG	\$80.66
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5120191	230851	UTILITIES LOCATE SERVICE FOR	\$152.86
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$162.72
WATTHOUR ENGINEERING CO INC	P055766	PS04056	230644	WNExpress Device Management	\$1,000.00
SYSTEMS DIVISION TOTAL****					\$18,273.67
Division:	505	ENERGY POLICY MGMT			
APOLLO SHEET METAL INC	P055743	260006-156956	230518	EE LOAN: K MAY, 414 SANFORD -	\$9,307.02
BANK OF AMERICA		TXN00024566	230723	DELL-USB SOUNDBAR AC511	\$28.50
		TXN00024592		DELL-Flat Panel Monitor	\$521.28
		TXN00024611		AMAZON-DISPLAY PORT HUB	\$96.64
BRUCE INC	P055920	15-1010	230667	EE LOAN: G WOODWARD, 1617 ALDE	\$9,756.62
CITY OF RICHLAND		170600	230769	801 CHESTNUT-REBATE-HP	\$1,000.00
		911830	230540	1492 OXFORD-REBATE-WIN	\$648.00
COLUMBIA INDUSTRIES SUPPORT LLC		0030358	230544	ON SITE SHREDDING WO #38824	\$122.40
DAYCO HEATING & AIR		44512	230777	177 ARROYO-REBATE-HP/PTCS	\$1,250.00
		45155		309 GREENBRIAR-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		25039965	230584	356 SANFORD-REBATE-HP	\$1,000.00
		56805		1324 HAUPT-REBATE-HP	\$1,000.00
		58528		408 FRANKLIN-REBATE-HP	\$1,000.00
		59556	230810	545 CHEROKEE-REBATE-HP	\$1,000.00
		60149		1420 ARBOR-REBATE-HP	\$1,000.00
		A705561		2500 JERICHO-REBATE-DEEMED	\$7,000.00
PERFECTION GLASS		9939644995	230600	706 DAVENPORT-REBATE-WINDOWS	\$33.42
	P055977	9939645586		EE LOAN: D NOLAND, 1492 OXFORD	\$8,649.18
		9939645667	230820	2387 CARRIAGE-REBATE-WINDOWS	\$192.00
ROBERTS CONSTRUCTION INC	P055835	3710	230827	ADDITIONAL TO PURCHASE ORDER	\$1,668.10
	P055835			EE LOAN: E WOODWARD, 2105 DAVI	\$7,773.86
TRANS UNION LLC		12502646	230623	CREDIT REPORT-FINK	\$7.20
ENERGY POLICY MGMT TOTAL****					\$54,054.22



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division:	506	TECHNICAL SERVICES			
BANK OF AMERICA		TXN00024548	230723	AMAZON-LABEL TAPE	\$14.00
		TXN00024552		AMAZON-LABEL TAPE	\$12.09
		TXN00024568		FRED MYR-MOUSE, BATTERY	\$43.94
		TXN00024573		FRED MYR-LATCH BOX	\$19.53
		TXN00024603		BEST BUY-STAND; CHRGR	\$37.99
		TXN00024701		JADE-B SANTOS TRNG	\$85.00
		TXN00024798		TARGET-THMB DRIVE	\$33.61
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$1,322.11
FASTENERS INC		S4484491.001	230562	NYLON RING CONNECTORS	\$81.60
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$94.31
TECHNICAL SERVICES TOTAL ****					\$1,744.18
ELECTRIC UTILITY FUND Total ***					\$507,767.31
FUND	402	WATER UTILITY FUND			
Division:	000				
BADGER MOUNTAIN IRRIGATION DISTRICT		2015-4TH QTR	230869	BADGER SOUTH WTR CONNECT FEES	\$1,800.00
HD FOWLER COMPANY INC	S016667	I4111301	230570	METER BOX COVER, CONCRETE #36H	\$428.10
HD SUPPLY WATERWORKS LTD	P055963	E848139	230571	TAX ADJUSTMENT	\$0.01
	P055963			FREIGHT	\$895.95
	P055963			METER BOX TOP SECTION, 12" #37	\$2,509.09
	P055963			METER BOX MID SECTION, 12" #37	\$3,156.87
	P055963			METER BOX COVER, LW COMP #37	\$6,878.29
INLAND BATH & KITCHEN, INC		15-00641	230801	REFUND HYDRANT METER #331	\$750.00
				REFUND HYDRANT METER #331	(\$30.00)
NOR AM INVESTMENT LLC		4TH QTR 2015	230815	WHITE BLUFFS WATER LATECOMER	\$73,297.71
NORTHPOINT ELECTRICAL CONTRACTING INC	P055964	236-15/PYMT 1	230594	PYMT 1-RETAINAGE	(\$596.73)
TWIN CITY METALS INC		2015 RFND OVERPAY	230846	REFUND-DUPLICATE PAYMENT RECD	\$8,015.00
UNASSIGNED TOTAL ****					\$97,104.29
Division:	410	WATER CAPITAL PROJECTS			
BANK OF AMERICA		TXN00024551	230723	HOME DEPOT - LEVEL	\$107.51
		TXN00024563		WINDSOR PLYWOOD - PLYWOOD	\$13.98
		TXN00024579		HOME DEPOT - PRIMER, NAILS, PA	\$29.75
		TXN00024597		HOME DEPOT - VALVES, LUMBER	\$29.28
GROUNDWATER SOLUTIONS INC DBA	P055952	0367.003-2	230795	NEW SOUTH RHLD WELL WATER SOUR	\$2,062.50
NORTHPOINT ELECTRICAL CONTRACTING INC	P055964	236-15/PYMT 1	230594	WTP CHLORINATION CONVERSION	\$12,961.08
RH2 ENGINEERING INC	P054457	64156	230825	FUTURE WATER TREATMETN PLANT S	\$7,371.07
WATER CAPITAL PROJECTS TOTAL ****					\$22,575.17
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1500	230720	ARBAUGH CONTRACT FEES-DEC'15	\$540.00



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF KENNEWICK		012127	230765	WATER FRCST/CONSER 11/23-12/27	\$161.35
RH2 ENGINEERING INC	P055760	64157	230825	WATER SYSTEM PLAN-2015: #180-	\$11,456.06
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$67,342.00
				2016 WCIA INSURANCE PREMIUM	\$31,091.00
				2016 WCIA INSURANCE PREMIUM	\$2,183.00
WATER ADMINISTRATION TOTAL ****					\$112,773.41
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC		12/15-934962000	230719	LINEN CHARGES FOR DEC 2015	\$45.69
BANK OF AMERICA		TXN00024709	230723	OFFICE DEPOT - PENCILS	\$9.54
		TXN00024727		OFFICE DEPOT - PADFOLIO, PENS	\$25.71
BENTON RURAL ELECTRIC ASSOCIATION		12/15-38510	230754	KENNEDY BOOSTER STATION	\$1,790.91
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	(\$71.45)
				CITY UTILITY BILLS/DEC 2015	\$40,589.52
ENERGY NORTHWEST		ENV02733	230784	WATER SAMPLES	\$1,924.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P055802	93068335	230557	GIS CONSULTING SERVICES TO ASS	\$526.00
LAB/COR INC		151053-2259	230578	WATER SAMPLES	\$825.00
PICARD CORPORATION	P056094	T416030	230696	FREIGHT, FULL LOAD, DELIVERY	\$972.47
	P056094			BULK, SODIUM CHLORIDE (NACL)	\$280.40
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$35.06
UNITED PARCEL SERVICE	S016715	000986641036	230926	WEIGHT CORRECTION FOR PKG TO H	\$1.38
	S016715			GROUND PKG TO HACH CO FOR WATE	\$6.60
VERIZON WIRELESS		9757467595	230633	WIRELESS CHRGS 11/20-12/19	\$25.61
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$88.76
VIVID LEARNING SYSTEMS	P056101	0032160-IN	230710	VIVID LEARNING SYSTEMS ANNUAL	\$1,232.83
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$61.25
WATER OPERATIONS TOTAL ****					\$48,369.28
Division:	413	WATER MAINTENANCE			
AGSENSE LLC		201608019	230715	CROP LINK SOFTWARE/SUPPORT	\$162.90
AT&T WIRELESS		12/15-28724328888	230661	287243288881 11/27-12/26/15	\$57.60
BANK OF AMERICA		TXN00024684	230723	HOME DEPOT- WOOD	\$93.72
		TXN00024718		SUNWEST SPORTSWEAR - SHIRTS	\$225.11
		TXN00024720		SUNWEST SPORTSWEAR - SHIRTS	\$454.81
		TXN00024753		SUNWEST SPORTSWEAR - SHIRTS	\$282.92
		TXN00024818		HOME DEPOT - SAMPLE STATION PA	\$67.70
CENTRAL HOSE & FITTINGS INC		425488	230881	SHANKS/NIPPLES/CLAMPS/SWIVEL	\$778.29
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$4.08
				CITY UTILITY BILLS/DEC 2015	\$30.60
				CITY UTILITY BILLS/DEC 2015	\$35.34
				CITY UTILITY BILLS/DEC 2015	\$61.33
				CITY UTILITY BILLS/DEC 2015	\$71.47



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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$114.18
				CITY UTILITY BILLS/DEC 2015	\$929.05
		12/2015-26	230767	#26 LANDFILL FEES	\$64.21
FASTENAL COMPANY		WARIC54276	230561	BOLTS	\$28.12
HD FOWLER COMPANY INC		I4107702	230796	8" PARTS-HR IRRIGATION	\$281.97
		I4108813		FREIGHT-INV #I4107702	\$16.30
	S016667	I4111301	230570	8" SINGLE STRAP SERVICE SADDLE	\$59.10
	S016667			8" END CAP COUPLING COMPLETE,	\$206.00
JT AUTOMOTIVE PARTS INC DBA		349488	230802	BRAKE FLUID	\$4.07
OXARC INC		R387208	230817	CYLINDER RENTAL-DEC	\$72.82
PORT OF BENTON		0038791-IN	230913	HORN RAPID IRRIGATION-2016	\$1,128.40
RICHLAND ACE HARDWARE		210384 CREDIT	230610	CREDIT OVERPAYMENT CPLR/BSHNG	(\$27.37)
UNITED PARCEL SERVICE	S016699	000986641026	230709	GROUND PKG TO BADGER METER FOR	\$14.39
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5120191	230851	UTILITIES LOCATE SERVICE FOR	\$25.48
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$88.14
XEROX CORPORATION		082874470	230862	W7855 BASE CHRNG/PRINTS-DEC	\$52.14
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$19.29
WATER MAINTENANCE TOTAL ****					\$5,402.16
WATER UTILITY FUND Total ***					\$286,224.31
FUND 403	WASTEWATER UTILITY FUND				
Division:	420	SEWER ADMINISTRATION			
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$22,507.00
				2016 WCIA INSURANCE PREMIUM	\$52,320.00
				2016 WCIA INSURANCE PREMIUM	\$943.00
SEWER ADMINISTRATION TOTAL ****					\$75,770.00
Division:	421	SEWER CAPITAL PROJECTS			
BANK OF AMERICA		TXN00024704	230723	KIE SUPPLY- IRRIGATI -SLDS UP/	\$217.60
		TXN00024710		CENTRAL HOSE & FITTINGS-SLDS U	\$99.37
		TXN00024801		KIE SUPPLY- IRRIGATI-SLDS/DBL	\$367.73
		TXN00024817		CENTRAL HOSE & FITTINGS-SLDS U	\$422.55
CH2M HILL ENGINEERS INC	S054283	381051803	230532	MOD. #2 CONSTRUCTION MANAGEMEN	\$26,380.84
	S054283	381052597		MOD. #2 CONSTRUCTION MANAGEMEN	\$4,866.90
CUMMINS, INC	P055921	013-88615	230550	TRANSFER SWITCH, PART #OTEC225	\$3,469.77
JUB ENGINEERS INC	P053972	98056	230575	WASTEWATER GENERAL PLAN - C77-	\$1,578.77
	P053972	98473		WASTEWATER GENERAL PLAN - C77-	\$25,621.60
SUNBELT RENTALS INC		56752142-002	230922	SOLIDS BLDG-HEATER RENTAL	\$1,337.20
SEWER CAPITAL PROJECTS TOTAL ****					\$64,362.33
Division:	422	SEWER OPERATIONS			
ALS GROUP USA CORP DBA	P055930	51-327279-0	230716	WATER: OIL & GREASE TOTAL HEM	\$200.00



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VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS GROUP USA CORP DBA	P055930	51-327279-0	230716	WATER: 624 VOLATILE ORGANIC CO	\$400.00
	P055930			WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055930			WATER: 420.1 PHENOLICS	\$45.00
	P055930			PENFORD 11/17/15 SAMPLING EVEN	\$60.00
	P055930			WATER: 1631E TOTAL MERCURY	\$60.00
	P055930			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055930			WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055930			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055989	51-327721-0		WATER: 608 ORGANCHLOR. PEST./P	\$160.00
	P055989			WATER: 420.1 PHENOLICS	\$45.00
	P055989			WATER: 625 SEMIVOL. ORGANIC CO	\$215.00
	P055989			WATER: 335.4 TOTAL CYANIDE	\$40.00
	P055989			WATER: 200.8 TRACE ELEMENTS	\$130.00
	P055989			WATER: 1631E TOTAL MERCURY	\$60.00
	P055989			APEL 12/1/15 SAMPLING EVENT	\$60.00
	P055989			WATER: 624 VOLATILE ORGANIC CO	\$400.00
AMERIGAS		3047265453	230517	PROPANE TANK RENTAL	\$41.01
BANK OF AMERICA		TXN00024569	230723	ACE HARDWARE-WWTF LAB-ZL BAGS	\$34.13
		TXN00024615		FRED-MEYER #0286-WWTF SOAP	\$18.83
		TXN00024620		STAPLES-WWTF-PAPER/MRKRS/CLIPS	\$169.35
		TXN00024634		GRIGGS ACE HARDWARE-PT BLDG VL	\$43.42
		TXN00024693		AGP PROPANE SVCS-BOILER PROPAN	\$239.88
		TXN00024716		FEDEX 97232220-PSTG/BIOSOLIDS	\$22.45
		TXN00024721		WW GRAINGER -OPS SAMPLE TUBING	\$187.73
		TXN00024734		WM EZPAY-POL COMPOST NOV 2015	\$110.41
		TXN00024784		WEF WYTHE -OPS TRAINING MTLs	\$436.50
		TXN00024841		IN COMPLETE PEST PREVENT-DEC1	\$108.60
		TXN00024888		INTERNATIONAL TRANSACTION - Pu	\$0.08
		TXN00024889		ACHIEVE TRAINING CTR-JBYKONEN	\$9.95
BENTON FRANKLIN HEALTH DISTRICT		7747	230752	WW PHOSPHATE/NITRATE/TKN	\$2,700.00
		7776		WW PHOSPHATE/NITRATE/TKN	\$116.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$22,727.94
		12/2015-25	230767	#25 BIOSOLIDS LANDFILL FEES	\$2,694.29
COMPLETE PEST PREVENTION INC		29680	230773	WWTF RODENT/INSECT TREATMENT	\$108.60
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P055802	93068335	230557	GIS CONSULTING SERVICES TO ASS	\$526.00
FEDERAL EXPRESS CORP		5-260-66185	230563	SHIPPING-DEC 2015	\$7.41
GRAINGER		9898331518	230794	CIRCULATOR PUMP-WWTF	\$475.84
MIDWEST LABORATORIES INC	P056029	788987	230814	COR LANDFILL COMPOST FACILITY	\$335.00
	P056029			SHIPPING (Estimate)	\$50.00
MOON SECURITY SERVICES INC		799446	230908	MONITOR/CELL BCKUP/INP/SVC	\$33.15



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VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		R387207	230817	WWTF-CYLINDER RENTAL	\$12.78
PARADISE BOTTLED WATER CO		11/15 WASTEWATER	230597	BOTTLED WATER-NOVEMBER	\$345.10
		12/15 WASTEWATER		BOTTLED WATER-DECEMBER	\$406.10
PICARD CORPORATION	P056094	T416030	230696	FREIGHT, FULL LOAD, DELIVERY	\$972.47
	P056094			BULK, SODIUM CHLORIDE (NACL)	\$842.60
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$10.60
REXEL INC DBA		I536712	230914	WWTF INFLUENT-APP UNION	\$95.36
UNITED PARCEL SERVICE		000986641016	230849	NDA SHIPPING FOR PKG TO ALS	\$53.99
	S016715	000986641036	230926	GROUND PKG TO ALS FOR WWTP OPS	\$12.53
UNITED STATES COMPOSTING COUNCIL		2077	230927	2016 USCC MEMBERSHIP	\$600.00
VERIZON WIRELESS		9757467594	230632	WIRELESS CHRGS 11/20-12/19	\$65.62
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$100.98
WASTE MANAGEMENT		0093869-1819-8	230643	POL SERVICE COMPOST PAD	\$109.43
XEROX CORPORATION		082874444	230653	W7845 BASE CHRGR/PRINTS-DEC	\$252.16
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$99.11

SEWER OPERATIONS TOTAL****

\$37,595.40

Division: 423 SEWER MAINTENANCE

AT&T WIRELESS		12/15-28724328888	230661	287243288881 11/27-12/26/15	\$42.80
BANK OF AMERICA		TXN00024536	230723	GRIGGS ACE HARDWAREWWTF CBL TI	\$102.66
		TXN00024578		TACOMA SCREW PRODUCTS-SILICONE	\$30.22
		TXN00024599		JT AUTOMOTIVE PARTS-FUEL TRTMT	\$72.75
		TXN00024601		TRI-CITIES BATTERY-WWTF WLDR B	\$76.01
		TXN00024612		AMAZON MKTPLACE-WW MNT PH CS	\$13.86
		TXN00024616		THE HOME DEPOT-COLD PATCH	\$102.95
		TXN00024621		JT AUTOMOTIVE PARTS, INC-WW SH	\$25.24
		TXN00024723		JT AUTOMOTIVE PARTS-GASKET MTR	\$5.42
		TXN00024726		JT AUTOMOTIVE PARTS, INC-WW SH	\$7.82
		TXN00024732		NORCO PASCO-COMPRESSED NOS	\$188.53
		TXN00024741		WW GRAINGER-PRESSURE GAUGES	\$199.56
		TXN00024744		AMAZON MKTPLACE Credit-WW MNT	(\$13.86)
		TXN00024775		AMAZON MKTPLACE PMTS-WW MNT PH	\$13.86
		TXN00024807		TACOMA SCREW PRODUCTS-FITTINGS	\$8.97
		TXN00024820		TWIN CITY METALS INC-SHT MTL	\$219.95
		TXN00024822		WW GRAINGER-PRESSURE GAUGES	\$199.56
		TXN00024825		TACOMA SCREW PRODUCTS-GLVS/WPS	\$135.89
		TXN00024838		JT AUTOMOTIVE PARTS, INC-WW OI	\$53.25
		TXN00024847		PLATT ELECTRIC 006-FLR INSP CA	\$433.31
		TXN00024848		FASTENERS PASCO -LASER TMP GUN	\$195.43
		TXN00024851		BC SALES CO INC-SAFETY BOOTS	\$70.54
		TXN00024859		EVERGREEN SAFETY- FLAG CERT WW	\$640.92
		TXN00024860		NOR NORTHERN TOOL-WW STM NZL	\$21.29



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024886	230723	TACOMA SCREW PRODUCTS-SVC TLS	\$138.93
		TXN00024900		WW GRAINGER-WW MAINT SUPPLIES	\$237.99
ENVIRO CLEAN EQUIPMENT INC	P056004	S15-122903	230556	COBRA SEWER HOSE, 1100' LONG W	\$3,297.10
	P056004			FREIGHT	\$97.74
	P056004			COBRA SEWER HOSE, 1200' LONG W	\$7,063.34
	P056004			LEADER HOSE, SLH X 10 FT HOSE	\$923.10
MOON SECURITY SERVICES INC		799446	230908	MONITOR/CELL BCKUP/INP/SVC	\$33.15
ROGERS MACHINERY COMPANY INC		1018637	230613	PRIM TRTMNT COMPRESSOR SVC	\$688.38
THE DRAIN SURGEON		33871	230840	305 CULLUM-SNAKED MAIN LINE	\$135.75
UTILITIES UNDERGROUND LOCATION CENTER	P054900	5120191	230851	UTILITIES LOCATE SERVICE FOR	\$25.48
VERIZON WIRELESS		9757467594	230632	WIRELESS CHRGS 11/20-12/19	\$40.01
		9757999949	230853	CELL PHONE BILL-DECEMBER	\$70.58
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$1.39
SEWER MAINTENANCE TOTAL ****					\$15,599.87
WASTEWATER UTILITY FUND Total ***					\$193,327.60
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
TWIN CITY METALS INC		2015 RFND OVERPAY	230846	REFUND-DUPLICATE PAYMENT RECD	\$436.25
UNASSIGNED TOTAL ****					\$436.25
Division:	431	SOLID WASTE ADMINISTRATION			
BENTON COUNTY TREASURER		13-06-RICHLAND	230524	2015 MODERATE RISK WASTE	\$13,484.98
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$19,182.00
				2016 WCIA INSURANCE PREMIUM	\$6,739.00
				2016 WCIA INSURANCE PREMIUM	\$12.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$39,417.98
Division:	432	SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00024715	230723	CREST HALLMARK-CARD,BEREAVEMEN	\$5.95
		TXN00024862		RECYCLE STICKERS.COM-CONTAINER	\$71.40
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$214.40
CLAYTON WARD COMPANY	P054911	897512	230541	2015 DROP BOX RECYCLING SERVIC	\$7,000.00
		8976002	230770	CURBSIDE RECYCLING-DECEMBER	\$8,424.98
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$1.46
RICHLAND ACE HARDWARE		210665	230610	EXTENSION CORDS	\$58.62
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$20.88
SOLID WASTE COLLECTION TOTAL ****					\$15,832.54
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC		12/15-934962000	230719	LINEN CHARGES FOR DEC 2015	\$125.16
BANK OF AMERICA		TXN00024581	230723	STAPLES-2016 CALENDARS, SPONGE	\$59.46



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From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024623	230723	STAPLES-MARKERS, DETERGENT, PE	\$145.97
		TXN00024706		STAPLES-FOLDERS, CLEANERS	\$55.73
CAROLINA SOFTWARE	P056095	60056	230879	Waste Works Software Support P	\$250.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$2,781.50
		123115	230768	CASHIER SHORTAGE-MULTIPLE	\$15.10
COMPLETE PEST PREVENTION INC		29768	230546	PEST CONTROL SRVCS-DEC	\$97.74
		59701	230773	PEST CONTROL SRVCS-NOV	\$97.74
COYOTE RIDGE CORRECTIONS CENTER		CRCC1512-253	230776	WORK CREW-DECEMBER	\$104.43
FOLLETT, LYNNE		122215 TUITION	230564	TUITION REIMB-BUSINESS COURSE	\$611.37
		DECEMBER 2015		FOLLETT-MILEAGE DEC 2015	\$40.25
JT AUTOMOTIVE PARTS INC DBA		349440	230802	GREASE	\$13.14
PARADISE BOTTLED WATER CO		11/15-LANDFILL	230597	BOTTLED WATER-NOVEMBER	\$64.47
		12/15-LANDFILL		BOTTLED WATER-DECEMBER	\$70.57
PARAMETRIX INC	P055201	01-76396	230598	2015 LANDFILL SAMPLING,MONITOR	\$10,399.76
SANITAS TECHNOLOGIES		553016	230918	STATISTICAL SW RENEWAL-2016	\$395.00
SUAREZ, VALERIE		MAY-DEC 2015	230837	SUAREZ-MILEAGE 5/18-12/07/15	\$84.53
TESTAMERICA LABORATORIES INC	P055200	58091676	230619	2015 LANDFILL GROUNDWATER LAB	\$3,519.50
	P055200			C/O #1 ADDITIONAL LAB TESTING	\$4,299.00
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$41.06
WASTE MANAGEMENT		0093867-1819-2	230856	POL SERVICE-LANDFILL-DEC	\$125.10
XEROX CORPORATION		082874445	230649	W7225 BASE CHR/PRINTS-DEC	\$186.09
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$42.83
SOLID WASTE DISPOSAL TOTAL ****					\$23,625.50
SOLID WASTE UTILITY FUND Total ***					\$79,312.27
FUND	405	STORMWATER UTILITY FUND			
Division:	000				
CULBERT CONSTRUCTION INC	S016616	241-15/PYMT 1	230549	RETAINAGE-PYMT 1	(\$2,059.87)
UNASSIGNED TOTAL ****					(\$2,059.87)
Division:	440	STORMWATER CAPITAL PROJECTS			
CULBERT CONSTRUCTION INC	S016616	241-15/PYMT 1	230549	2015 MISC. STORM REPAIRS	\$41,197.49
HDR ENGINEERING INC	P054264	00472194-H	230572	STORMWATER MANAGEMENT PLAN-123	\$2,438.45
IMT INC		6976	230799	2015 MISC STORM REPAIRS M15346	\$397.50
URS CORPORATION	P054281	37677903	230629	MOD #3 SUPPORT PUBLIC INFORMAT	\$6.26
	P054281			MOD #1 ADDITION PRE-DESIGN REP	\$763.31
	P054281			MOD #2 ADDITIONAL PRE-DESIGN	\$3,350.00
STORMWATER CAPITAL PROJECTS TOTAL ****					\$48,153.01
Division:	441	STORMWATER			
BANK OF AMERICA		TXN00024604	230723	OWPSACSTATE-SW BMP TRAINING	\$116.50
		TXN00024670		WEF WYTHE - SW TRAINING MATLS	\$63.70



City Of Richland

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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024749	230723	BUILDASIGN.COM-DIESEL ONLY SIG	\$12.55
		TXN00024794		HD FOWLER PASCO-SW STRW WATTLE	\$619.87
		TXN00024802		REPUBLIC SERVICES TRASH-DISPOS	\$300.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$296.81
REGIONAL DISPOSAL COMPANY		0000147015	230605	DISPOSAL OF CONT SOIL	\$71.10
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$6.21
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$467.00
				2016 WCIA INSURANCE PREMIUM	\$1,097.00
WESTERN STATES EQUIPMENT COMPANY	P055985	MR6301020868	230647	PRICE ADJUSTMENT- RENTAL RETUR	(\$1,629.00)
	P055985			PITBUL SCREEN RENTAL:	\$4,887.00
	P055985			ENVIRO SURCHARGE	\$32.58
STORMWATER TOTAL ****					\$6,341.32
STORMWATER UTILITY FUND Total ***					\$52,434.46
FUND 406	GOLF COURSE FUND				
Division:	336	GOLF COURSE			
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$2,111.00
GOLF COURSE TOTAL ****					\$2,111.00
GOLF COURSE FUND Total ***					\$2,111.00
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
CITY OF RICHLAND		011416	230884	CUST#148105 ACT#201480-MISAPPL	\$409.11
UNASSIGNED TOTAL ****					\$409.11
Division:	121	AMBULANCE			
BANK OF AMERICA		TXN00024641	230723	PWW MEDIA - ABC QUIKGUIDES	\$98.00
BATES TECHNICAL COLLEGE		68713	230749	DORM FEE-BIRCH/OBRIEN/HANNIBAL	\$1,080.00
BOUND TREE MEDICAL LLC		81959392	230756	SALINE/TAPE/EXT COLLARS	\$372.08
		81960805		NIBP CUFFS/OX MAX STRAPS	\$394.85
		81962455		MASIMO CABLE	\$349.68
		81971597		TUBE HOLDER/ELECTRODES	\$311.36
		81977129		SAFETY GLASSES	\$73.56
		81977130		IV SETS/SALINE/GLUCOSE STRIPS	\$982.45
		81978462		ANTIMICROBIAL WIPES	\$27.78
		81979833		IV SET/BVM'S/ELECTRODES	\$1,204.07
		81979834		ADAPTORS	\$6.35
		81983113		SAFETY GLASSES	\$5.85
		81984338		SALINE/O2 MASKS/SPLINTS	\$199.79
		81985654		SALINE/STYLETS/SUCTION TIPS	\$93.29
		81985655		LORAZEPAM	\$110.22



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOUND TREE MEDICAL LLC		81987154	230756	ALBUTEROL/IPRATROPIUM	\$24.28
		81991693		SALINE/STETHOSCOPES/BVM	\$485.78
		81991694		COLD PACKS	\$14.87
		81991695		IV SETS/KING LT'S/ASPIRIN/CHUX	\$320.50
		81991696		GERMICIDAL WIPES	\$44.47
		81993129		GLUCOSE GEL	\$38.36
		81993130		GLUCOSE METER/LIFEPACK PAPER	\$236.75
		81998606		IV SET/BP CUFFS/ASPIRIN	\$437.43
		82000423		ADAPTORS	\$1.69
		82000424		SALINE/BP CUFFS/IV SETS	\$522.43
		82001596		TUBE HOLDERS/SALINE/IV SETS	\$520.13
		82001597		GERMICIDAL WIPES	\$17.78
		82002767		DEFIB PADS/EXAM GLOVES	\$862.90
		82004127		LARYNGOSCOPE HANDLES	\$119.44
		82004128		IV FLUSH SYRINGES	\$102.00
		82006812		DEFIB PADS/EXAM GLOVES/BVM'S	\$432.34
		82008705		O2 BITRAC MASK	\$157.33
		82008706		VERSED	\$51.27
CHAPLAIN SERVICES NETWORK	RFD-12312015		230533	CHAPLAIN SRVCS OCT-DEC 2015	\$1,338.75
CHARTER COMMUNICATIONS	12/15 0950985		230534	MONTHLY INTERNET - ST 73	\$16.24
	12/15 0951074		230535	MONTHLY INTERNET - ST 72	\$16.24
	12/15 0952858		230536	MONTHLY INTERNET - ST 71	\$16.24
	12/15 0969183		230537	MONTHLY INTERNET - ST 74	\$15.00
	12/2015 DEC		230766	CITY UTILITY BILLS/DEC 2015	\$703.88
COLUMBIA INDUSTRIES SUPPORT LLC	0029350		230544	ONSITE SHRED WO #36665/36806	\$248.88
KADLEC REGIONAL MEDICAL CENTER	8750-01		230576	50% SHARE OF LUCAS 2 SYSTEM	\$7,230.13
LIFE ASSIST INC	727892		230581	RACEPINEPHRINE/ONDANESTRON	\$34.75
	730746			LIDOCAINE/EPI	\$97.45
	733157			QUELICIN	\$240.00
OXARC INC	0707VPS		230596	MEDICAL OXYGEN	\$50.92
	112015			MEDICAL OXYGEN	\$26.07
	PS01265			MEDICAL OXYGEN	\$45.31
	PS16815		230817	MEDICAL OXYGEN	\$62.35
	PS27660			MEDICAL OXYGEN	\$56.67
	PS88657			MEDICAL OXYGEN	\$42.16
	PSM8419			MEDICAL OXYGEN	\$55.09
	PSN7602			MEDICAL OXYGEN	\$49.35
	PST4482			MEDICAL OXYGEN	\$33.33
PARADISE BOTTLED WATER CO	12/15-FIRE ST 71		230597	BOTTLED WATER-DECEMBER	\$24.90
	12/15-FIRE ST 72			BOTTLED WATER-DECEMBER	\$31.00
	12/15-FIRE ST 73			BOTTLED WATER-DECEMBER	\$20.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		12/15-FIRE ST 74	230597	BOTTLED WATER-DECEMBER	\$17.28
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$186.67
PLEYO, ROBERT ALLEN		12/15-PALS	230821	PALS FEES - DEC 2015	\$108.00
SEW FABULOUS		1327 RFD	230614	SEW 3 SHIRT EMS PATCHES	\$32.58
SPRINT		147658811-097	230833	LIFEPAK SRVC CHRGS 11/15-12/14	\$157.77
		891160522-142	230832	RFD CELL PHONES 11/18-12/17/15	\$36.45
STERICYCLE INC		3003243515	230835	BIO WASTE DISPOSAL FEE	\$47.03
		3003277433		BIO WASTE DISPOSAL FEE	\$47.03
STRYKER SALES CORPORATION		1831118M	230617	COT MAINT/REPAIRS	\$690.74
		1839290M		SMRT POWER LOAD BATTERY PACK	\$380.10
VERIZON WIRELESS		9757474749	230929	MDT WIRELESS 12/20-01/19/15	\$224.06
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$8,445.00
AMBULANCE TOTAL ****					\$30,526.83
MEDICAL SERVICES FUND Total ***					\$30,935.94
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$205.94
BROADBAND ADMINISTRATION TOTAL ****					\$205.94
BROADBAND FUND Total ***					\$205.94
FUND 501	CENTRAL STORES FUND				
Division:	000				
BANK OF AMERICA		TXN00024663	230723	TRUCKERS STORE/WHSE C STOCK	\$94.70
GRAINGER	P056047	9924242176	230569	SCREWDRIVER,PHILLIPS, #2 X 4",	\$28.80
	P056047	9924318224		SCREWDRIVER,SLOTTED, 3/8"X 8",	\$201.45
	P056047	9924318232		PLIERS, 7" DIAGONAL HEAVY DUTY	\$180.56
	P056047			TAX ADJUSTMENT	\$0.01
	P056047			PLIERS, 6" LONG NOSE W/SPRING,	\$27.04
	P056047			SCREWDRIVER,PHILLIPS, #1 X 3",	\$32.58
	P056047			SCREWDRIVER,PHILLIPS, #3 X 6",	\$59.12
	P056047			PLIERS, SIDECUTTERS, 9" HIGH-	\$212.07
	P056047	9925009749		PLIERS, 6" LONG NOSE W/SPRING,	\$54.08
	P056047	9925064132		PLIERS, 6" LONG NOSE W/SPRING,	\$81.12
UNASSIGNED TOTAL ****					\$971.53
Division:	903	CENTRAL STORES			
XEROX CORPORATION		082874485	230862	D95 PRINT SHOP COPIER-DEC	\$392.97
		082874487		C75 PRINT SHOP COPIER-DEC	\$794.93
CENTRAL STORES TOTAL ****					\$1,187.90
CENTRAL STORES FUND Total ***					\$2,159.43



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
TWIN CITY METALS INC		2015 RFND OVERPAY	230846	REFUND-DUPLICATE PAYMENT RECD	\$165.00
UNASSIGNED TOTAL ****					\$165.00
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		10497938	230515	HYD CYL VEH 3313 WO 41468	\$777.79
ARAMARK UNIFORM SERVICES INC		12/15-934962000	230719	LINEN CHARGES FOR DEC 2015	\$122.12
ARROW CONSTRUCTION SUPPLY INC		167102	230721	WND/HSE ASSY VEH 0300 WO 41698	\$3,524.17
ATOMIC AUTO BODY INC		29159	230520	TRUCK REPAIR VEH 2386 WO 41611	\$3,010.08
BANK OF AMERICA		TXN00024692	230723	ASE TEST Registration Fee	\$20.00
		TXN00024764		VINTAGEGOLF - WW Nordskog Part	\$748.28
		TXN00024814		STRICTLY TOOLBOXES/TOOL BOXES	\$10,365.00
C & E TRENCHING LLC		11589	230761	HAUL MANLIFT VEH 0072 WO 41699	\$187.50
CASCADE FIRE EQUIPMENT CORP DBA		116690	230529	LIGHTS VEH 5033 WO 41295	\$242.00
CENTRAL HOSE & FITTINGS INC		425217	230530	HOSE/FUELGRP VEH 6539 WO 41191	\$94.48
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$4,267.01
COLEMAN OIL COMPANY		0398376-IN	230543	LANDFILL DIESEL	\$2,205.13
		CL58774		CARD LOCK FUEL 12/21-12/27/15	\$8,141.27
		CL59116		CARD LOCK FUEL 12/28-12/31/15	\$6,901.10
COMMERCIAL TIRE INC		219104	230545	FLAT REPAIR VEH 3285 WO 41600	\$36.92
		219105		FLAT REPAIR VEH 3222 WO 41555	\$36.92
		219342		TIRES VEH 3310 WO 41601	\$22.50
CORWIN OF PASCO LLC		375718	230775	SWITCH VEH 2399 WO 41519	\$29.30
FAST SIGNS		139-52397	230560	SHOP SUPPLIES	\$32.32
		139-52402		BOARD DECALS	\$37.53
FASTENAL COMPANY		WARIC53946	230561	BOLTS CREDIT VEH 0800 WO 41384	(\$72.98)
		WARIC53946-	230787	GRINDER BOLT VEH 0800 WO 41384	\$560.30
		WARIC54012		GRNDR CREDIT VEH 0800 WO 41384	(\$487.32)
		WARIC54163	230561	BOLTS/OIL VEH 0800 WO 41384	\$675.46
		WARIC54340		SHOP SUPPLIES/WIPES	\$452.03
FASTENERS INC		S4461684.001	230562	GLOVES	\$502.99
		S4469835.001		BLACK TIE WRAP	\$80.39
		S4481415.001	230788	HOSE/MENDER/WRAP/CLEANER	\$184.47
FINAL TOUCH UPHOLSTERY		27643	230790	SEAT REPAIR VEH 3284 WO 41506	\$40.73
GROVER DYKES AUTO GROUP INC DBA		340553	230898	CONDENSER VEH 5043 WO 41722	\$280.34
		551992		AC COMP RPR VEH 5043 WO 41722	\$727.39
		557908		TRANS DIAG VEH 2257 WO 41721	\$107.51
JT AUTOMOTIVE PARTS INC DBA		344153	230802	DSL EXH FLD VEH 3330 WO 40711	\$14.37
		344205		OIL VEH 6562 WO 40721	\$39.75
		349497		LAMP VEH 3203 WO 41326	\$5.09



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JT AUTOMOTIVE PARTS INC DBA		349507	230802	DOOR CHK KIT VEH 3311 WO 41443	\$54.19
		349597		BTTRY/CR DEP VEH 3302 WO 41509	\$155.42
		349603		HL HARNESS VEH 2410 WO 41516	\$9.90
		349613		WRENCH/SKT VEH 3306 WO 41510	\$12.34
		349624		LAMPS VEH 4131 WO 41517	\$11.63
		349626		CREDIT-RETURN FILTERS	(\$63.17)
		349633		FILTERS VEH 2432 WO 41527	\$19.33
		349634		FILTERS VEH 3269 WO 41522	\$29.42
		349637		OIL FLTR VEH 3269 WO 41522	\$11.26
		349639		CAPSULE VEH 2410 WO 41516	\$9.56
		349699		LMP/HRN CONN VEH 3308 WO 41521	\$75.17
		349702		STROBE BCN VEH 3212 WO 41520	\$167.35
		349708		D EARTH VEH 3283 WO 41524	\$87.42
		349709		D EARTH VEH 0072 WO 41198	\$78.68
		349712		D EARTH VEH 0072 WO 41198	(\$8.74)
		349727		WIP VEH 1368 WO 41525	\$19.09
		349764		OIL VEH 3277 WO 41531	\$3.31
		349766		DST CP/WR SET VEH2260 WO41529	\$78.17
		349769		SPARK PLG VEH 2346 WO 41532	\$21.24
		349778		BLG BOOT VEH 2346 WO 41532	\$82.30
		349788		SPARK PL VEH 2260 WO 41529	\$25.35
		349811		FILTERS VEH 1106 WO 41534	\$19.48
		349813		BRK CLNR VEH 3309 WO 41453	\$18.68
		349818		WIP VEH 2399 WO 41519	\$19.09
		349906		FUSE VEH 3324 WO 41539	\$9.86
		349912		CREDIT-RETURN SPARK PLUG	(\$8.01)
MCCURLEY CHEVROLET		387886	230586	VEH DETAIL VEH 1106 WO 41566	\$157.47
		891109		FRGHT FOR HL VEH 2370 WO 41565	\$126.81
OXARC INC		R387210	230596	SHOP SUPPLIES/GASSES	\$152.07
TIRE FACTORY INC DBA		02-113415	230622	SVC CALL VEH 7109 WO 41591	\$140.51
		03-110796	230621	SNSR MT/DSMT VEH 2417 WO 41594	\$106.40
		03-111432		TIRES VEH 6594 WO 41153	\$103.74
		03-111563		FLAT REPAIR VEH 7127 WO 41595	\$47.19
TTB, LLC DBA		2065	230845	VEHICLE WASHES-DEC	\$106.00
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$34.85
VERMEER ROCKY MOUNTAIN INC		P14505	230638	SPRING VEH 6579 WO 41526	\$20.30
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$4,524.00
WESTERN PETERBILT INC		H251510	230859	SEAL TRM BLB VEH 3311 WO 41443	\$56.90
WESTERN STATES EQUIPMENT COMPANY		PC110313550	230647	THERMOSTAT VEH 6539 WO 41191	\$296.47
		PC110313606		COUPLING VEH 3284 WO 41506	\$31.62
		PC110313686		PUMP VEH 3306 WO 41510	\$460.33



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		PC110313688	230647	GSKT/PLG/SL VEH 3306 WO 41510	\$11.80
		PC110313728		COUPLING VEH 3311 WO 41515	\$11.01
		PC110313729		SEAL/BLT/HSE VEH 3306 WO 41535	\$97.75
		PC110313730		RECEPT KIT VEH 3308 WO 41521	\$8.91
		PC110313731		COUPLING VEH 3283 WO 41524	\$36.45
		PC110313792		ORING/SEAL VEH 3306 WO 41510	\$4.89
		PC110313793		COUPLING VEH 3285 WO 41511	\$176.28
		PC110313833		COUPLING VEH 3284 WO 41538	\$51.74
		PR110023831		CORE VEH 3306 WO 41510	\$201.33
		WO110107883	230860	FUEL PRESS VEH 7138 WO 41508	\$2,371.17
		WO110108151	230647	RPR FUEL SYS VEH 7131 WO 41541	\$779.30
XEROX CORPORATION		082874482	230862	W7225 BASE CHR/PRINTS-DEC	\$175.43
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$68.82
EQUIPMENT MAINTENANCE TOTAL ****					\$55,209.80
EQUIPMENT MAINTENANCE FUND Total ***					\$55,374.80
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$23,652.00
EQUIPMENT REPLACEMENT TOTAL ****					\$23,652.00
EQUIPMENT REPLACEMENT FUND Total ***					\$23,652.00
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
AT&T WIRELESS		12/15-28724328888	230661	287243288881 11/27-12/26/15	\$92.77
				287243288881 11/27-12/26/15	\$62.41
BANK OF AMERICA		TXN00024531	230723	BENTON CO AUDITOR - Recording	\$778.20
		TXN00024624		STAPLES - Bic pens,card stock,	\$56.57
		TXN00024627		FRED-MEYER #0286 -air freshner	\$46.16
		TXN00024674		STAPLES - Labelwriter labels	\$120.88
		TXN00024682		BENTON CO AUDITOR - Recording	\$238.73
		TXN00024698		GRIGGS ACE HARDWARE - 4 Bulbs	\$44.48
		TXN00024739		RANCH & HOME KENNEWICK-Dahlin	\$112.93
		TXN00024745		PAYPAL INWAGC - CESCL course	\$250.00
		TXN00024804		CROWS NEST BAR AND G -Good Roa	\$26.72
		TXN00024805		STAPLES - plotter toner	\$78.72
		TXN00024833		STAPLES - plotter toner	\$78.72
		TXN00024835		STAPLES - plotter toners	\$410.45
		TXN00024836		BENTON CO AUDITOR - Recording	\$309.50
		TXN00024895		STAPLES - plotter toners	\$317.32



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY TREASURER		3022	230523	BC IMAGES-DEC 2015	\$5.00
CITY OF RICHLAND		12/2015 DEC	230766	CITY UTILITY BILLS/DEC 2015	\$946.34
IMT INC		6972	230799	WESTCLIFFE PH14 TESTING M15276	\$747.50
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$61.43
TRI CITY HERALD		2096422	230843	PHN-WELLHOUSE LOOP/LAWLESS	\$71.66
VERIZON WIRELESS		9757999949	230853	CELL PHONE BILL-DECEMBER	\$447.85
WASHINGTON CITIES INSURANCE AUTHORITY		40117	230711	2016 WCIA INSURANCE PREMIUM	\$18,273.00
				2016 WCIA INSURANCE PREMIUM	\$137.00
XEROX CORPORATION		082874467	230861	1ST FLOOR XEROX #LX5-690835	\$151.89
		082874468	230862	BASEMENT XEROX #LX5-692207	\$70.26
	P054899	082874469		2ND FLOOR XEROX #MX4-343197 (t	\$320.53
XO HOLDINGS LLC DBA		0279562040	230713	PHONE CHARGES 12/23-01/22/16	\$185.98
PW ADMIN & ENGINEERING TOTAL ****					\$24,443.00
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$24,443.00
FUND 506	WORKERS COMPENSATION FUND				
Division:	221	WORKERS COMP INSURANCE RESERVE			
DEPARTMENT OF LABOR & INDUSTRIES		4TH QTR 2015	230778	4TH QTR 2015 SELF INSURANCE	\$37,133.09
WORKERS COMP INSURANCE RESERVE TOTAL ****					\$37,133.09
WORKERS COMPENSATION FUND Total ***					\$37,133.09
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
DAILY JOURNAL OF COMMERCE		3308112	230551	LEGAL AD/MEDICAL ADMIN SERVICE	\$112.20
LIFE INSURANCE COMPANY OF NORTH AMERICA		01/2016-FLI051384	230688	FLI051384 PREMIUMS-JANUARY	\$9,402.30
		01/2016-LK030278		LK030278 PREMIUMS-JANUARY	\$10,716.48
		01/2016-OK807703		OK807703 PREMIUMS-JANUARY	\$2,094.14
MAGELLAN BEHAVIORAL HEALTH		JAN 2016	230904	EAP PREMIUMS-JANUARY	\$686.89
REHN & ASSOCIATES INC		DECEMBER 2015	230823	HRA PREMIUMS-DECEMBER	\$309.75
VERDE SERVICES INC		1060849	230928	2016 FLEX PLAN RENEWAL	\$400.00
		1063175	230852	4TH QTR 2015 COBRA/RETIREE	\$205.00
		1068887		CREDIT 4QTR 2015 COBRA/RETIREE	(\$20.00)
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$23,906.76
HEALTH CARE/BENEFITS PLAN Total ***					\$23,906.76
FUND 521	UNEMPLOYMENT FUND				
Division:	223	UNEMPLOYEMENT COMPENSATION			
STATE OF WASHINGTON		4THQTR2015	230783	4TH QTR 2015 UNEMPLOYMENT	\$16,370.56
UNEMPLOYEMENT COMPENSATION TOTAL ****					\$16,370.56



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNEMPLOYMENT FUND Total ***					\$16,370.56
FUND 522		POST EMP HEALTHCARE PLAN			
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
VERDE SERVICES INC		1063175	230852	4TH QTR 2015 COBRA/RETIREE	\$1,520.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,520.00
POST EMP HEALTHCARE PLAN Total ***					\$1,520.00
FUND 611		FIREMAN'S PENSION			
Division:	216	FIRE PENSION			
COLUMBIA INDUSTRIES SUPPORT LLC		0030052	230544	ON SITE SHREDDING WO #37838	\$9.86
MULROY, JAMES P		MEDICARE-JAN'16	230691	MEDICARE-MULROY-JAN 2016	\$104.90
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$51.26
FIRE PENSION TOTAL ****					\$166.02
FIREMAN'S PENSION Total ***					\$166.02
FUND 612		POLICEMEN'S PENSION			
Division:	217	POLICE PENSION			
BRADFORD, LARRY		020116LB	230876	MEDICARE PREMIUM/BRADFORD	\$104.90
		SEPT-DEC 2015	230760	MEDICARE PREMIUM/BRADFORD	\$419.60
COLUMBIA INDUSTRIES SUPPORT LLC		0030052	230544	ON SITE SHREDDING WO #37838	\$9.86
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$51.26
POLICE PENSION TOTAL ****					\$585.62
POLICEMEN'S PENSION Total ***					\$585.62
FUND 641		SOUTHEAST COMMUNICATIONS CTR			
Division:	600	SECOMM OPERATIONS GENERAL			
BANK OF AMERICA		TXN00024570	230723	BATTERIES PLUS #25\BATTERY W/	\$9.01
		TXN00024598		THE HOME DEPOT #4746\POWER TOO	\$109.56
		TXN00024638		JUST ROSES FLOWERS & MORE\PLAN	\$68.40
		TXN00024668		STAPLES\WHITEBOARDS	\$436.13
		TXN00024697		TLF SHELBY'S FLORAL\PLANT FOR C	\$59.68
		TXN00024713		OFFICE DEPOT #962\MAGNETS & MA	\$3.78
		TXN00024717		TLF SHELBY'S FLORAL\PLANT FOR J	\$59.68
		TXN00024868		BONEFISH 1103\GIFT CARD FOR EM	\$97.00
CERIUM NETWORKS INC		051107	230764	REMOTE SYSTEM PROGRAMMING SVCS	\$173.76
		051109		REMOTE SYSTEM PROGRAMMING SVCS	\$173.76
	S016511	051186	230531	CO-CISCO PROFESSIONAL SERVICES	\$3,714.12
	S016511			PM - PROJECT OVERSIGHT	\$733.05



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CERIUM NETWORKS INC	S016511	051186	230531	BOGEN UPAM MODULE	\$262.95
	S016511			SHIPPING	\$29.08
CITY OF RICHLAND		3783180	230538	BCES UTILITY SRVC 12/1-1/04	\$2,621.85
DEVRIES BUSINESS SERVICES		0071935	230553	SHREDDING SRVCS-12/31/15	\$17.15
FRONTIER		01/16 5096281472	230891	GENERAL FOR 01/04-02/03/2016	\$67.79
		01/16 5096282608	230892	GENERAL 01/7-02/06/16	\$81.53
		01/16 5096282609	230893	GENERAL 12/25-01/24/16	\$427.42
		01/16 5097352383	230895	GENERAL 01/7-02/6/16	\$157.58
INFORMER SYSTEMS LLC	P056092	3462	230679	SCHEDULING SOFTWARE SUBSCRIPTI	\$4,147.20
LANGUAGE LINE SERVICES LLC		3745500	230579	NONEMERGENCY TRANSLATION-DEC	\$12.04
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRNSPRT/INTERNET-FEB	\$268.28
SPRAGUE PEST SOLUTIONS		2750103	230616	PEST CONTROL SRVCS-DEC	\$42.51
WASHINGTON CITIES INSURANCE AUTHORITY		40120	230931	2016 BCES INSURANCE ASSESSMENT	\$38,269.00
WATER SOLUTIONS INC		12521	230933	WATER FILTRATION 01/7-02/6/16	\$33.67
XEROX CORPORATION		082950463	230862	W7855 BASE CHRGP/PRINTS-DEC	\$74.35
SECOMM OPERATIONS GENERAL TOTAL ****					\$52,150.33
Division:	601	E911 OPERATIONS			
BANK OF AMERICA		TXN00024652	230723	BUSINESS TELECOM PRODUCTS\EAR	\$176.43
		TXN00024668		STAPLES\WHITEBOARDS	\$436.12
		TXN00024713		OFFICE DEPOT #962\MAGNETS & MA	\$3.79
		TXN00024880		HUSK OFFICE FURNITURE AND\CHAI	\$385.53
MID COLUMBIA CONSTRUCTION INC DBA		1055086	230588	DE-ICER APPLICATION 12/2815	\$52.95
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRNSPRT/INTERNET-FEB	\$268.27
E911 OPERATIONS TOTAL ****					\$1,323.09
SOUTHEAST COMMUNICATIONS CTR Total ***					\$53,473.42
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BANK OF AMERICA		TXN00024868	230723	BONEFISH 1103\GIFT CARD FOR EM	\$11.00
BENTON PUD		12/15 4843174575	230525	UTILITY SRVCS 11/26-12/27	\$557.03
KLICKITAT COUNTY PUD		1/16-69552623	230807	GOLGATHA UTILITIES 12/01-12/31	\$234.00
MCBRIDE HEREFORD RANCHES INC		2016 GOLGATHA LS	230907	GOLGATHA LEASE FOR 2016	\$10,832.50
MOTOROLA SOLUTIONS INC	P056093	78323768	230909	MOTOROLA MAINTENANCE FOR 1/1/1	\$558,700.04
WASHINGTON CITIES INSURANCE AUTHORITY		40120	230931	2016 BCES INSURANCE ASSESSMENT	\$6,653.00
800 MHZ TOTAL ****					\$576,987.57
800 MHZ PROJECT Total ***					\$576,987.57
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
BANK OF AMERICA		TXN00024582	230723	STARBUCKS #14483 W. RICHL\COFF	\$16.24



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00024593	230723	KRISPY KREME #1245\DONUTS FOR	\$30.92
		TXN00024637		WAL-MART #3261\SNACKS FOR CEMP	\$40.41
		TXN00024649		SQ STONE SOUP\CATERING EXPENS	\$162.41
		TXN00024681		PANDA EXPRESS #1504 \T\CATERING	\$194.39
		TXN00024700		FIESTA MEXICAN RESTAURANT\CATE	\$376.30
CITY OF RICHLAND		3783180	230538	BCES UTILITY SRVC 12/1-1/04	\$436.97
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRANSPRT/INTERNET-FEB	\$57.48
WATER SOLUTIONS INC		12521	230933	WATER FILTRATION 01/7-02/6/16	\$11.22
XEROX CORPORATION		082950463	230862	W7855 BASE CHRG/PRINTS-DEC	\$43.37
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,369.71
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BANK OF AMERICA		TXN00024712	230723	OFFICE DEPOT #962\LABELS	\$80.73
		TXN00024767		PAPA MURPHY'S WA003\PIZZA FOR	\$47.78
CITY OF RICHLAND		3783180	230538	BCES UTILITY SRVC 12/1-1/04	\$436.97
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRANSPRT/INTERNET-FEB	\$57.49
UNITED PARCEL SERVICE	S016699	000986641026	230709	WEIGHT CORRECTION FOR 2 PKGS T	\$2.06
	S016699			3 GROUND PKGS W/INSURANCE TO	\$137.66
	S016699			GROUND PKG W/INSURANCE TO ARRO	\$436.41
WATER SOLUTIONS INC		12521	230933	WATER FILTRATION 01/7-02/6/16	\$11.22
XEROX CORPORATION		082950463	230862	W7855 BASE CHRG/PRINTS-DEC	\$43.37
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,253.69
Division:	622	DOE EMERGENCY PREPAREDNESS			
CITY OF RICHLAND		3783180	230538	BCES UTILITY SRVC 12/1-1/04	\$436.98
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRANSPRT/INTERNET-FEB	\$57.49
XEROX CORPORATION		082950463	230862	W7855 BASE CHRG/PRINTS-DEC	\$43.37
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$537.84
Division:	623	JURISIDICITION			
BANK OF AMERICA		TXN00024868	230723	BONEFISH 1103\GIFT CARD FOR EM	\$92.00
CITY OF RICHLAND		3783180	230538	BCES UTILITY SRVC 12/1-1/04	\$436.98
DEVRIES BUSINESS SERVICES		0071935	230553	SHREDDING SRVCS-12/31/15	\$17.15
MID COLUMBIA CONSTRUCTION INC DBA		1055086	230588	DE-ICER APPLICATION 12/2815	\$52.94
PITNEY BOWES PURCHASE POWER		1215/14823173	230607	POSTAGE 12/01/15 TO 12/31/15	\$2.66
POCKETINET COMMUNICATIONS INC		117874	230912	WIRELESS TRANSPRT/INTERNET-FEB	\$57.49
SPRAGUE PEST SOLUTIONS		2750103	230616	PEST CONTROL SRVCS-DEC	\$42.50
WASHINGTON CITIES INSURANCE AUTHORITY		40120	230931	2016 BCES INSURANCE ASSESSMENT	\$1,134.00
WATER SOLUTIONS INC		12521	230933	WATER FILTRATION 01/7-02/6/16	\$11.22
XEROX CORPORATION		082950463	230862	W7855 BASE CHRG/PRINTS-DEC	\$43.38
JURISIDICITION TOTAL ****					\$1,890.32
EMERGENCY MANAGEMENT Total ***					\$5,051.56



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11571	230664	Customer Refund	\$240.53
		CISPAY11572	230685	Customer Refund	\$162.67
		CISPAY11573	230705	Customer Refund	\$176.17
		CISPAY11574	230677	Customer Refund	\$122.71
		CISPAY11575	230703	Customer Refund	\$8.13
		CISPAY11576	230686	Customer Refund	\$167.61
		CISPAY11577	230675	Customer Refund	\$69.37
		CISPAY11578	230671	Customer Refund	\$111.53
		CISPAY11579	230689	Customer Refund	\$68.42
		CISPAY11580	230674	Customer Refund	\$173.98
		CISPAY11581	230687	Customer Refund	\$310.54
		CISPAY11582	230697	Customer Refund	\$778.80
		CISPAY11583	230702	Customer Refund	\$10.00
		CISPAY11584	230706	Customer Refund	\$29.30
		CISPAY11585	230672	Customer Refund	\$47.47
		CISPAY11586	230660	Customer Refund	\$87.64
		CISPAY11587	230701	Customer Refund	\$14.54
		CISPAY11588	230699	Customer Refund	\$53.94
		CISPAY11589	230694	Customer Refund	\$0.01
		CISPAY11590	230695	Customer Refund	\$56.68
		CISPAY11591	230666	Customer Refund	\$17.09
		CISPAY11592	230700	Customer Refund	\$63.35
		CISPAY11593	230680	Customer Refund	\$300.00
		CISPAY11594	230676	Customer Refund	\$5.13
		CISPAY11595	230665	Customer Refund	\$108.17
		CISPAY11596	230707	Customer Refund	\$65.94
		CISPAY11597	230708	Customer Refund	\$55.15
		CISPAY11598	230690	Customer Refund	\$34.97
		CISPAY11599	230684	Customer Refund	\$64.30
		CISPAY11600	230698	Customer Refund	\$18.51
		CISPAY11601	230681	Customer Refund	\$98.18
		CISPAY11602	230663	Customer Refund	\$13.83
		CISPAY11603	230662	Customer Refund	\$0.20
		CISPAY11604	230658	Customer Refund	\$116.46
		CISPAY11605	230683	Customer Refund	\$53.58
		CISPAY11606	230693	Customer Refund	\$82.02
		CISPAY11607	230657	Customer Refund	\$72.73



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY11608	230678	Customer Refund	\$43.20
		CISPAY11609	230670	Customer Refund	\$14.38
		CISPAY11610	230668	Customer Refund	\$27.42
		CISPAY11612	230669	Customer Refund	\$30.07
		CISPAY11612-	230682	Customer Refund	\$130.04
		CISPAY11613	230899	Customer Refund	\$29.04
		CISPAY11614	230885	Customer Refund	\$44.66
		CISPAY11615	230864	Customer Refund	\$130.10
		CISPAY11616	230889	Customer Refund	\$186.73
		CISPAY11617	230901	Customer Refund	\$295.29
		CISPAY11618	230905	Customer Refund	\$25.68
		CISPAY11619	230868	Customer Refund	\$43.65
		CISPAY11620	230867	Customer Refund	\$78.09
		CISPAY11621	230917	Customer Refund	\$124.91
		CISPAY11622	230921	Customer Refund	\$187.31
		CISPAY11623	230882	Customer Refund	\$44.38
		CISPAY11624	230878	Customer Refund	\$56.96
		CISPAY11625	230924	Customer Refund	\$39.07
		CISPAY11626	230890	Customer Refund	\$10.95
		CISPAY11627	230896	Customer Refund	\$53.57
		CISPAY11628	230900	Customer Refund	\$89.02
		CISPAY11629	230886	Customer Refund	\$37.24
		CISPAY11630	230902	Customer Refund	\$22.81
		CISPAY11631	230911	Customer Refund	\$79.65
		CISPAY11632	230915	Customer Refund	\$125.35
		CISPAY11633	230874	Customer Refund	\$115.02
		CISPAY11634	230910	Customer Refund	\$72.22
		CISPAY11635	230877	Customer Refund	\$3.35
		CISPAY11636	230906	Customer Refund	\$112.47
		CISPAY11637	230875	Customer Refund	\$92.81
		CISPAY11638	230883	Customer Refund	\$84.03
		CISPAY11639	230887	Customer Refund	\$68.35
UNASSIGNED TOTAL ****					\$6,357.47
UTILITY BILL CLEARING FUND Total ***					\$6,357.47



City Of Richland

VL-1 Voucher Listing

From: 1/11/2016 To: 1/22/2016

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$3,328,465.24

Number of Invoices

Amount

Vouchers In Richland	102	\$137,124.48
Vouchers In Tri Cities	142	\$394,268.41
Vouchers In WA	207	\$1,523,781.54
Vouchers Outside WA	1039	\$1,273,290.81
Vouchers Final Total.....	1490	\$3,328,465.24

Ob ject Category	Title	Total	Percentage
1	SALARIES	\$79.08	0%
2	BENEFITS	\$85,704.38	2.57%
3	SUPPLIES	\$352,567.86	10.59%
4	OTHER SERVICES & CHARGES	\$2,205,594.28	66.26%
5	INTERGOVERNMENTAL SERVICES	\$5,089.39	0.15%
6	CAPITAL PROJECTS	\$409,826.52	12.31%
	MACHINERY & EQUIPMENT	\$7,902.05	0.24%
7	DEBT SERVICE PRINCIPAL	\$50,424.08	1.51%
8	INTEREST	\$5,832.47	0.18%
	REFUNDS	\$6,357.47	0.19%
9	INTERFUND SERVICES	\$90.97	0%
	INVENTORY PURCHASES	\$198,996.69	5.98%
	Total	\$3,328,465.24	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Items of Business

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 19-16, Approving the City Council Assignments for 2016-2017

Department:
City Council

Ordinance/Resolution Number:
19-16

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 19-16, approving the Council assignments for 2016-2017.

Summary:

Within Section 2.04.125 of the Richland Municipal Code (RMC) states, "biennially, in the meeting at which newly elected councilmembers take office, the council shall choose from among its members a standing committee of three, from which the mayor and mayor pro tem shall be excluded, known as the 'council assignments committee,' to assist in the selection of council liaison to the various boards, commissions and committees and outside agencies, council appointees to ad hoc committees and all other council and non-council appointments not covered by RMC 2.04.120 by recommending appointees to the full city council for approval."

Council appointed Councilmembers Kent, Anderson and Rose to the Council Assignments Committee at their January 5, 2016, meeting.

The Council Assignments Committee met in January and is recommending the proposed resolution for the Council assignments for 2016-2017.

Fiscal Impact:

None.

Attachments:

- I. Proposed Resolution

RESOLUTION NO.19-16

A RESOLUTION of the City of Richland relating to liaison/representatives to agencies, boards, commissions and committees in the City of Richland and superseding previous resolutions.

BE IT RESOLVED by the City of Richland, acting by and through its City Council, that the following Council Members shall act as liaison/representatives to the following agencies, boards, commissions, and committees in the City of Richland:

City Council Liaison/Representatives – 2016 through 2017

CITY BOARDS, COMMISSIONS AND COMMITTEES

Arts Commission	Councilmember Lemley
Alternate -	Councilmember Gilmour
Code Enforcement Board.....	Councilmember Anderson
Alternate -	Mayor Pro Tem Christensen
Economic Development Committee	Mayor Pro Tem Christensen
Alternate -	Councilmember Anderson
Emergency Operations Board	Mayor Thompson
Alternate -	Mayor Pro Tem Christensen
Fireman's Pension Board (Per RCW).....	Mayor Thompson, Chair
Alternate -	Mayor Pro Tem Christensen
Library Board.....	Councilmember Gilmour
Alternate -	Councilmember Kent
Lodging Tax Advisory Committee.....	Mayor Pro Tem Christensen
Parks & Recreation Commission.....	Councilmember Kent
Alternate -	Councilmember Gilmour

Planning Commission.....	Councilmember Lemley
Alternate -	Councilmember Gilmour
Police Pension Board (Per RCW)	Mayor Thompson, Chair
	Mayor Pro Tem Christensen
Utility Advisory Committee	Councilmember Lemley
	Mayor Pro Tem Christensen

NON-CITY ORGANIZATION NON-PARTICIPANT (non-voting Liaison)

Confederated Tribes of Umatilla Indian Reservation.....	Mayor Thompson
Port of Benton	Mayor Pro Tem Christensen
Alternate -	Councilmember Anderson
Port of Kennewick	Councilmember Lemley
Alternate -	Mayor Pro Tem Christensen
Richland Seniors Association.....	Councilmember Lemley
Alternate -	Council Member Rose
Tri-City Regional Chamber of Commerce	Councilmember Anderson
	Mayor Pro Tem Christensen

NON-CITY ORGANIZATION BOARD MEMBER

Ben Franklin Transit Board.....	Mayor Pro Tem Christensen
Alternate -	Mayor Thompson
Benton County 2060 Affordable Housing Steering Committee ..	Mayor Pro Tem Christensen
Alternate -	Councilmember Lemley
Benton Franklin Community Action Committee	Councilmember Lemley
Alternate -	Councilmember Anderson
Benton Franklin Council of Governments.....	Councilmember Rose
Alternate -	Councilmember Anderson
Columbia Point Design Committee.....	As Needed
Visit Tri-Cities	Councilmember Lemley
Alternate -	Councilmember Rose

Tri-Cities Development Council.....	Councilmember Kent
Alternate -	Councilmember Rose

LOCAL, REGIONAL, NATIONAL ORGANIZATIONS

Association of Washington Cities (AWC)	Councilmember Lemley
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Benton County Solid Waste Advisory Committee	Mayor Pro Tem Christensen
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Benton-Franklin Walla Walla Good Roads & Transportation Association.....	Councilmember Anderson
Alternate -	Councilmember Rose

Energy Communities Alliance	Mayor Thompson
	Councilmember Rose
	Mayor Pro Tem Christensen

Hanford Area Economic Investment Fund Committee	Councilmember Rose
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Hanford Communities Governing Board.....	Mayor Thompson
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Richland Public Facilities District.....	Councilmember Lemley
Alternate -	Councilmember Kent

Tri-Cities Regional Public Facilities District	Councilmember Kent
	Councilmember Gilmour
	Richland PFD Appointee

Washington State Good Roads Association.....	Councilmember Anderson
Alternate -	Councilmember Rose

AD HOC COUNCIL COMMITTEES

Capital Facilities/Improvement Plan Annual Review	Councilmember Kent
	Mayor Thompson
	Councilmember Anderson
Alternate -	Councilmember Gilmour

Council Assignments Committee	Councilmember Kent
	Councilmember Anderson
	Councilmember Rose

Operating Budget Annual Review Councilmember Lemley
Councilmember Rose
Mayor Pro Tem Christensen
Alternate - Councilmember Gilmour

BE IT FURTHER RESOLVED that this resolution shall supersede previous resolutions and shall take effect immediately.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 2nd day of February 2016.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Reports and Comments

Key Element:

Subject:

City Manager

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
City Council

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/02/2016

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: