



Agenda
City Council Regular Meeting
Tuesday, February 20, 2024
Richland City Hall Council Chambers
625 Swift Boulevard

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

1. Swearing-In of Richland Police Officers:
Blake Fabbri
Brittany Grant
Cynthia Nuñez
Jordan Phillips
Amador Sanchez
Emily Villafaña
- David Neher, Interim Chief of Police
2. Inaugural Impact Academy Graduates
- Jon Amundson, City Manager

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

3. Proposed Amendment to Richland Municipal Code Sections 23.22.040 and 23.38.080 to Increase Maximum Building Height Requirements in the Waterfront Zoning District, Ordinance No. 2024-02
4. Proposed Amendment to Richland Municipal Code Section 27.08.040(A)(2) related to Freestanding Signs, Ordinance No. 2024-03
5. Declaring Surplus and Authorizing Relinquishment of an Easement Lying within 3353 Village Parkway, Resolution No. 2024-31

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

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

Minutes:

6. Approval of the February 6, 2024 City Council Regular Meeting Minutes
- Jennifer Rogers, City Clerk

Ordinances - First Reading:

See Ordinance Nos. 2024-02, 2024-03, and 2024-04 under **Items of Business**

Ordinances - Second Reading & Passage:

7. Ordinance No. 2024-01, Amending Richland Municipal Code Section 3.24.930 and Increasing Uptown Business Improvement District Assessments
 - Amanda Wallner, Economic Development Manager

Resolutions - Adoption:

8. Resolution No. 2024-20, Approving a Purchase and Sale Agreement with Salta, LLC for Property located at 2589 Robertson Drive
 - Amanda Wallner, Economic Development Manager
9. Resolution No. 2024-21, Authorizing a Purchase and Sale Agreement with STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC for Property located at 600 Cullum Avenue
 - Amanda Wallner, Economic Development Manager
10. Resolution No. 2024-22, Authorizing a Purchase and Sale Agreement with Dovetail Properties, LLC for Property located at 2573 Robertson Drive
 - Amanda Wallner, Economic Development Manager
11. Resolution No. 2024-23, Awarding Commercial Façade Improvement Grant Funds to Rattlesnake Mountain Brewing Company
 - Amanda Wallner, Economic Development Manager
12. Resolution No. 2024-24, Approving the Final Plat of South Orchard - Phase One
 - Mike Stevens, Planning Manager
13. Resolution No. 2024-25, Authorizing Award of Bid to Ellison Earthworks, LLC for Truman Avenue Reconstruction and Kennedy Road Water Main Improvements
 - Pete Rogalsky, Public Works Director
14. Resolution No. 2024-26, Authorizing an Agreement with Tapteal Properties, LLC for Easement Relinquishment, Water Pipeline Extension, and Stormwater Conveyance Infrastructure
 - Pete Rogalsky, Public Works Director
15. Resolution No. 2024-27, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the North Richland Slow Sand Facility Evaluation
 - Pete Rogalsky, Public Works Director
16. Resolution No. 2024-28, Authorizing an Application for an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA)
 - Tom Huntington, Fire Chief
17. Resolution No. 2024-29, Authorizing a First Amendment to the Consultant Agreement with Electric Power Systems, Inc. for Engineering Services Design of the Stevens Substation Bank I and Thayer Substation Bank I Rebuilds
 - Clint Whitney, Energy Services Director
18. Resolution No. 2024-32, Authorizing a Second Amendment to the 2015 Amended and Restated Master Agreement with Nor Am Investment, LLC for Badger Mountain South
 - Mike Stevens, Planning Manager

Items - Approval:

19. Travel for Councilmember Jones
 - Jon Amundson, City Manager

Expenditures - Approval:

20. Expenditures from January 1, 2024 to January 31, 2024 for \$31,367,330.71 including Travel Checks Nos. 20454-20467. Accounts Payable Check Nos. 318944-320096, Accounts Payable Wire Nos. 9876-9920, Payroll Wires & ACH Nos. 13779-13831 Payroll Direct Deposit & Check Nos. 217917-219053 and Pension Check Nos. 6657-6679.
 - Brandon Allen, Finance Director

Items of Business:

21. Ordinance No. 2024-02, Amending Richland Municipal Code Sections 23.22.040, 23.38.080 and 23.22.090 to Increase Maximum Building Height Requirements in the Waterfront Zoning District (First Reading)
 - Joe Schiessl, Deputy City Manager
22. Ordinance No. 2024-03, Amending Richland Municipal Code Section 27.08.040(A)(2) related to Freestanding Signs (First Reading)
 - Mike Stevens, Planning Manager
23. Ordinance No. 2024-04, Rezoning Approximately 4.7 Acres from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2) (Closed Record) (First Reading)
 - Mike Stevens, Planning Manager
24. Resolution No. 2024-30, Adopting the 2024 Comprehensive Safety Action Plan
 - Pete Rogalsky, Public Works Director
25. Resolution No. 2024-31, Declaring Surplus and Authorizing Relinquishment of a Certain Portion of an Irrigation Easement Lying within 3353 Village Parkway
 - Pete Rogalsky, Public Works Director
26. Term Limit Waiver Request for Parks & Recreation Commission Membership: Maria Gutierrez
 - Joe Schiessl, Deputy City Manager
27. Appointment to the Arts Commission: Jet Richardson and Terri Rice
 - Joe Schiessl, Deputy City Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Executive Session:

28. Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation with Legal Counsel (45 minutes)
 - Heather Kintzley, City Attorney

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Presentations

Strategic Priority 5 - Engaged Workforce

Subject:

Inaugural Impact Academy Graduates

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

In 2023, the City of Richland created the Impact Academy as part of the City's leadership development program. The City's leadership team solicited applicants to apply for the program which was designed to provide current and emerging leaders the opportunity to grow personally and professionally with a group of their peers from around the city. After a competitive application process, eleven (11) applicants were selected by the Executive Leadership Team (ELT) for the inaugural class. The team met at least monthly for the entire year and the program was facilitated by the Deputy and Assistant City Managers, and the Fire Chief.

The program emphasizes leadership development, self awareness, communication skills, professional development, and project management as part of a holistic investment in growing our leadership depth in the city. The content involves a series of leadership classes, book reviews, resume/CV development, small group team meetings and one on one mentoring discussions. The program is an investment in staff from all levels of the organization and members of the program range from front line staff to mid-level managers. In addition to personal development, the group participated in a city-wide project designed to have an immediate impact and/or solve a specific issue. This year's class elected to create a city culture statement that unifies our Mission, Vision, and Core Values which drive employee actions, attitudes, and behaviors. The culture statement will be incorporated into our workplace expectations of staff at all levels of the organization. The team conducted a survey, held numerous internal stakeholder groups, and presented the final product at the 2024 City of Richland in-service day, The Huddle. The finalized product is attached to this report.

The members of the 2023 Impact Academy are:

- Dana Cullen - General Craftsworker (Wastewater)
- Joe DeRousie - Fire Battalion Chief
- Scott Hanks - Electrical Distribution Engineer II
- Shawn Harper - Parks & Public Facilities Supervisor
- Gwen Stanley - Operations Manager (SECOMM)
- Braddon Stigall - Survey Technician
- Shawn Swanson - Police Sergeant
- Justin Tucker - Risk & Safety Program Administrator
- Alyssa Uretsky-Pratt - Teen Librarian
- Mandy Wallner - Economic Development Manager

Please join us in congratulating the 2023 Impact Academy graduation class! Applications are currently being reviewed for the 2024 class.

Fiscal Impact: None.

Attachments:

I. Culture Statement

ORGANIZATIONAL CULTURE

MISSION: The City is responsible for furnishing cost-effective services and well-maintained facilities, safeguarding the public and property, enhancing the community's favorable quality of life, protecting Richland's natural environment, and sustaining a healthy, growing economy.

VISION: Richland is a dynamic city built on a foundation of leading technology, abundant natural resources, diverse recreational amenities, and a supportive business climate. The City is safe, vibrant, and family-friendly. The community you'll want to call home.

VALUES: Teamwork, Integrity, Excellence



CULTURE:

The City's culture is a set of beliefs that unifies our Mission, Vision, and Core Values that drives employee actions, attitudes, and behaviors.

● What we do together to build culture: *Actions*

- ...
- Ensure everyone feels respected and heard,
- Follow through on decisions, communicate for successful outcomes,
- Be innovative, and
- Be present and act with transparency.

● How we demonstrate our culture: *Attitude*

- ...
- Assume positive intent and trust each other,
- Take pride in our work,
- Be professional, helpful and respectful of each other, and
- Authentically practice servant leadership and speak freely.

● How we behave to exemplify our culture: *Behaviors*

- ...
- Hold ourselves and each other accountable,
- Promote active communication through all divisions,
- Provide an environment for growth and opportunity, and
- Operate efficiently and strive for continuous improvement.

Accountable
Collaborative
Community Focused
Ethical
Inclusive
Innovative
Professional
Respectful
Service Minded
Transparent





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Minutes

Strategic Priority I - High Performance Government

Subject:

Approval of the February 6, 2024 City Council Regular Meeting Minutes

Department/Office
City Clerk

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the meeting minutes from the regular City Council meeting held on February 6, 2024.

Summary:

Draft minutes from the February 6, 2024 City Council regular meeting are presented for Council's review and approval.

Fiscal Impact: None.

Attachments:

- I. Draft February 6, 2024 City Council Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Tuesday, February 6, 2024
Richland City Hall ~ Council Chambers
625 Swift Boulevard

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

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

Welcome and Roll Call

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

Attendance: Mayor Richardson	Present
Mayor Pro Tem Kent	Present
Councilmember Jones	Present
Councilmember Lukson	Present
Councilmember Maier	Present
Councilmember VanDyke	Present
Councilmember Whitten	Present

Also present were City Manager Amundson, Deputy City Manager Schiessl, Assistant City Manager Florence, City Attorney Kintzley, Interim Chief of Police Neher, Fire Chief Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Finance Director Allen, Human Resources Director Paulsen, and City Clerk Rogers.

Pledge of Allegiance

Councilmember Whitten led the Council and audience in the recitation of the Pledge of Allegiance.

Approval of Agenda

COUNCILMEMBER VANDYKE MOVED AND MAYOR PRO TEM KENT SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 7-0.

Presentations

1. New Hires and Retirements

A video featuring the new hires for January 2024 was played for the audience. There were no retirements to recognize.

Public Hearing

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

2. Proposed Amendment to RMC 3.24.930 Regarding the Assessments for the Uptown Business Improvement District, Ordinance No. 2024-01

Mayor Richardson opened the public hearing for testimony at 6:06 p.m.

Gus Sako - 2638 Harris Avenue, Richland, WA: Representing as Chairman of the Uptown Business Improvement District, Mr. Sako offered testimony in support of Ordinance No. 2024-01 and the increase to UBID assessments it would provide.

No other testimony was offered. Mayor Richardson closed the public hearing at 6:07 p.m.

Public Comments

None.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS AMENDED. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7-0.

Minutes

3. Approval of the following Richland City Council Meeting Minutes:
 - January 12, 2024 City Council Retreat Meeting Minutes
 - January 16, 2024 City Council Regular Meeting Minutes
 - January 23, 2024 City Council Workshop Meeting Minutes

Ordinances - First Reading

See Ordinance No. 2024-01 under **Items of Business**

Ordinances - Second Reading & Passage

None.

Resolutions – Adoption

4. Resolution No. 2024-12, Establishing Council Assignments for Calendar Years 2024-2025
5. Resolution No. 2024-13, Authorizing a Consultant Agreement with SAFEbuilt Washington, LLC for Building Permit Plan Review and Inspection Services

6. Resolution No. 2024-14, Authorizing a Second Amendment to the Consultant Agreement with Obsidian Forensics
7. Resolution No. 2024-15, Segregating an Assessment from the Original Assessment Roll of Local Improvement District No. 197
8. Resolution No. 2024-16, Updating the Authorized Individual for the Local Government Investment Pool
9. Resolution No. 2024-17, Authorizing a Loan Agreement with the Washington State Public Works Board for Solid Waste Planning
10. Resolution No. 2024-18, Authorizing a Loan Agreement with the Washington State Public Works Board for the Tapteal 1 Booster Pump Station Project
11. Resolution No. 2024-19, Authorizing an Agreement with the Washington Department of Corrections for Inmate Labor Services **(PULLED BY COUNCILMEMBER MAIER AND RELOCATED TO ITEMS OF BUSINESS AS ITEM NO. 16)**

Items - Approval

12. Appointment to the Utility Advisory Committee: Monica Hofstetter
13. Travel for Mayor Richardson
14. Travel for Councilmember VanDyke

Expenditures – Approval

None.

Items of Business

15. Ordinance No. 2024-01, Amending the RMC 3.24.930 Regarding Assessments for the Uptown Business Improvement District (First Reading)

Lynne Follett, the City's Economic Development Specialist and Liaison to the Uptown Business Improvement District (UBID), explained that business improvement districts formed under Washington law fund common expenses through a self-imposed assessment. The City's authority to levy assessments on businesses within BID boundaries is granted by Chapter 35.87A RCW. Since 2003, the City has collected UBID assessments and remitted them back to the District after deducting an administrative fee pursuant to Ordinance No. 29-03.

The revenue collected from the assessments is used for beautification, security, marketing, and administrative costs in the common areas of the UBID. While the buildings

are individually owned, the City owns parking lots, alleys and sidewalks in the Uptown. The UBID works in partnership with the City to provide services for the UBID. Staff presented a summary of the revenue and expenses over the past three (3) years.

In 2023, the UBID experienced unanticipated expenses for neon sign repairs. Expenses are beginning to outpace revenues, and the UBID is becoming increasingly reliant on business license reserves to meet basic expenses.

The current assessment rates are \$10 per month for businesses operating on the second story, and \$15 per month for businesses operating on the ground floor. These rates were imposed under Ordinance No. 29-03 in 2003 and have never increased. At the annual UBID meeting held on November 29, 2023, the proposed rate increase of \$50 per month for each business located within the UBID was discussed and subsequently approved. However, under state law, assessment increases in a business improvement district can occur only through legislative action.

Detailed information can be found in the PowerPoint Presentation included in the agenda packet.

At the request of Councilmember Jones and Mayor Pro Tem Kent, Economic Development Specialist Follett provided an overview of how the UBID funds are utilized, and her role as liaison to the UBID.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER VANDYKE SECONDED THE MOTION TO APPROVE ORDINANCE NO. 2024-01, AMENDING RICHLAND MUNICIPAL CODE SECTION 3.24.930 RELATED TO ADMINISTRATION OF THE UPTOWN BUSINESS IMPROVEMENT DISTRICT, AUTHORIZING AN INCREASE IN THE UBID MONTHLY ASSESSMENT, AND AMENDING SECTION 1.03 OF ORDINANCE NO. 29-03, FOR FIRST READING, BY TITLE ONLY. THOSE IN FAVOR: MAYOR RICHARDSON, MAYOR PRO TEM KENT, AND COUNCILMEMBERS JONES, LUKSON, MAIER, VANDYKE AND WHITTEN. THOSE OPPOSED: NONE. MOTION CARRIED 7- 0.

16. Resolution No. 2024-19, Authorizing an Agreement with the Washington Department of Corrections for Inmate Labor Services (FORMERLY ITEM NO. 11 ON THE CONSENT CALENDAR)

Councilmember Maier raised a question regarding the potential need for additional staff to facilitate the scope of work outlined in the agreement as the City looks to expand the landfill, or if the contracted labor services are intended to be long-term. Councilmember Maier also expressed concern regarding the voluntary or coerced nature of the work to be performed under the agreement and whether inmates had any choice in whether to perform labor on behalf of the Department of Corrections.

Public Works Director Rogalsky responded that the terms of the contract have remained consistent with the original and subsequent renewal agreements. The contracted services

are carried out by a small crew once weekly and the current scope of services would not necessitate additional staffing as the tasks outlined in the agreement require a limited level of skill and scope.

Council engaged in an in-depth discussion regarding their understanding of the agreement, including their belief that the work is performed on a voluntary basis by inmates of the Department of Corrections and is in no way coerced or pressed.

Councilmember Maier elaborated on the purpose of his comments, emphasizing a need for a comprehensive understanding of the contract details before Council's approval. However, Councilmember Maier acknowledged that the terms of agreements with state agencies are typically standardized and not subject to amendment, and would therefore support approval of the resolution, even if clarifying information were presented at a later date.

Councilmember Lukson and Mayor Pro Tem Kent expressed support for adopting the proposed agreement. However, they requested that staff offer clarifying information regarding the details of the contract, particularly the voluntary or coercive nature of the work performed by inmates pursuant to the agreement, to assist them in making an informed decision about whether to support or oppose a renewal in the future.

COUNCILMEMBER WHITTEN MOVED AND COUNCILMEMBER JONES SECONDED THE MOTION TO APPROVE RESOLUTION NO. 2024-19, AUTHORIZING AN AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF CORRECTIONS FOR INMATE LABOR SERVICES. MOTION CARRIED 7- 0.

17. Polco - National Community Survey 2024 (Discussion Only)

With the aid of a PowerPoint Presentation, Assistant City Manager Florence introduced the agenda item, provided an overview of the Strategic Planning timeline, then presented the 2022 National Community Survey (NCS) results facilitated by Polco in 2022. The National Community Research Center (NRC) at Polco is comprised of data and survey science experts who analyze community assessments to provide an accurate representation of the community, nationwide comparison reports, and professional data analysis.

It was noted that in the 2022 NCS survey, there was a 17% response rate from 2,800 randomly selected households. Assistant City Manager Florence provided a detailed overview of the survey results, examining ten facets of community life, including the economy, mobility, community design, utilities, natural environment, and inclusivity.

Assistant City Manager Florence stated the objectives of the 2024 NCS is to provide data for comparison with participating communities, to benchmark against the 2022 survey to analyze trends, and to continue the biennial survey as part of future results presentation to Council.

City Manager Amundson shared that during a recent presentation with Polco, he learned that statistically, in multi-family housing and younger demographics, there tends to be less of a propensity to participate in surveys. To address this, these demographics are over-sampled to ensure a more accurate and reflective response.

Discussion on the 2024 survey initiation included insights on the benefits and drawbacks of adding supplemental questions, custom benchmark comparisons with similarly sized communities, and other considerations for the survey. Data from the NCS will be used over the next couple of years to determine the progress of the 2024-2026 Strategic Plan.

Assistant City Manager Florence noted that the 2022 NCS survey was conducted during the COVID pandemic, which may have affected the responses received.

Councilmember VanDyke thanked City Manager Amundson and Assistant City Manager Florence for integrating the Strategic Plan and NCS and offered recommendations for the 2024 NCS.

Council thanked City Manager Amundson and Assistant City Manager Florence for their work on the NCS and provided feedback, suggestions, and posed additional inquiries.

Reports and Comments

City Manager

City Manager Amundson announced that the Federal Emergency Management Agency (FEMA) is presently conducting a two-day mock exercise for first responders in the Tri-Cities area. The purpose of the exercise is to foster collaborative emergency preparedness and response among various first responder groups in the region.

City Manager Amundson emphasized the importance of such exercises, stating they bring together participants from multiple governmental levels, as well as representatives from the private sector and non-profit organizations. These exercises are crucial for community preparedness, allowing these diverse groups to anticipate potential risks and to streamline their readiness efforts for actual emergency situations.

The exercise that occurred today focused on immediate response strategies while the second day of the exercise, scheduled for the next day, will shift the focus to long-term recovery response. City Manager Amundson shared that the exercise went well. The official outcome and performance report from FEMA is anticipated to be released in April.

City Council

Councilmember Maier had no comments.

Councilmember Whitten reported that the Arts Commission approved the removal and storage of the art installation located at the Queensgate roundabout. There is no

replacement planned, but the public will be encouraged to offer suggestions for future art installations at the same location.

Next, Councilmember Whitten shared that the Arts Commission has completed its review and deliberation process for the Supporting The Arts in Richland (STAR) Award nominations. The recipients have been selected and will be recognized at an upcoming City Council meeting.

Councilmember Jones inquired about the measures the City is implementing to safeguard against cybersecurity threats. In response, City Manager Amundson stated the City was successful in securing two (2) grants totaling \$190,000 at the end of 2023. The grants will be specifically allocated for conducting a comprehensive cybersecurity assessment aimed at identifying vulnerabilities and enhancing the City's cyber defenses.

Councilmember VanDyke provided the following comments and reports:

- Thanked Public Works Director Rogalsky for posting the Richland Crash Map Geographical Information System (GIS) Interface on the City's website and offered suggestions for a future revision.
- Reported that the Planning Commission is reviewing language for the development of Tracts D & E.
- Thanked Interim Chief of Police Neher and the Traffic Safety Unit for contributing to the reduction in the number of auto break-ins in Richland.
- Conveyed to City Manager Amundson his wish for flaws in the mock FEMA exercise to derive lessons ahead of an actual emergency situation.

Councilmember Lukson had no comments.

Mayor Pro Tem Kent made the following announcements:

- Introduced and welcomed newly appointed Utility Advisory Committee member, Monica Hofstetter, who was present at the meeting. Mayor Pro Tem Kent stated that Ms. Hofstetter will be a valuable addition to the UAC.
- Announced that she attended her first Visit Tri-Cities meeting and reported on the meeting experience and topics discussed.
- Reported that the Parks & Recreation Commission members have been actively engaged in gathering information and exploring possible actions the City can take to address the algal bloom/toxic algae issue in the Columbia River.

Mayor

Mayor Richardson announced that the regional mayors met to discuss the region's future energy needs following a presentation by Energy Services Director Whitney. Discussions regarding the topic will be ongoing.

Adjournment

Mayor Richardson adjourned the meeting at 7:32 p.m.

APPROVED:

Theresa Richardson, Mayor

ATTEST:

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Ordinances - Second Reading & Passage

Strategic Priority 2 - Financial Sustainability

Subject:

Ordinance No. 2024-01, Amending Richland Municipal Code Section 3.24.930 and Increasing Uptown Business Improvement District Assessments

Department/Office
Development Services

Ordinance/Resolution Number:
2024-01

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 2024-01, amending RMC 3.24.930 related to administration of the Uptown Business Improvement District and authorizing an increase in the UBID's monthly assessment.

Summary:

Business improvement districts (BIDs) are organizations of businesses that assess fees on themselves to fund common expenses such as maintenance, improvements, promotions and special events. Washington BIDs are enabled by Ch. 35.87A RCW. Under state law, cities are vested with the sole authority to levy assessments on businesses located within BID boundaries, and may contract with BIDs to perform certain administrative functions. Richland has collected assessments on behalf of the Uptown Business Improvement District (UBID) since 2003 as authorized by Ordinance No. 29-03, and remits revenue to the District minus an administrative fee. The UBID utilizes its revenue within its own administrative structure without additional city involvement.

The UBID uses the revenue from assessments for the beautification of common areas, including trash removal, annual flower planting, seasonal decorations, and district-wide promotional materials, as well as insurance and other administrative costs. The District has experienced a significant increase in costs for basic services such as utilities and common area maintenance over the past few years, resulting in depleted reserves. To correct this downward trend, the UBID Board of Directors proposed an increase to the rate, along with an automatic annual adjustment after five (5) years, at its annual membership meeting on November 29, 2023. During the meeting, the membership discussed the proposal and considered several options before voting to request the changes detailed in Ordinance No. 2024-01. The Uptown Business Improvement District seeks to add value for all district members through events and programming that will make the Uptown a regular destination for shoppers.

Assessment rates within the UBID have not increased since the District's inception in 2003. The current assessment rate is \$10 per month for upstairs businesses and \$15 per month for businesses located at street level. The new rate imposed by Ordinance No. 2024-01 will increase to \$50 per month for all businesses regardless of location.

A public hearing was held on February 6, 2024. No testimony was received in opposition to the rate increase.

Staff recommends approval of Ordinance No. 2024-01.

Fiscal Impact: Per Ordinance No. 29-03, the City deducts 7% of collected assessments to cover the costs associated with invoicing and BID support. Based on this split, increasing the assessment to \$50 per month is expected to increase the City's General Fund receipts by approximately \$2,300 per year in administrative fees (previously \$924) and provide the Uptown Business Improvement District with additional revenue of approximately \$29,000 annually.

Attachments:

1. Ordinance No. 2024-01
2. Letter - UBID to Council
3. UBID 2024 Council Presentation
4. Ordinance No. 29-03

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING RICHLAND MUNICIPAL CODE SECTION 3.24.930 RELATED TO ADMINISTRATION OF THE UPTOWN BUSINESS IMPROVEMENT DISTRICT, AUTHORIZING AN INCREASE IN THE UBID MONTHLY ASSESSMENT, AND AMENDING SECTION 1.03 OF ORDINANCE NO. 29-03.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to reflect updated processes and procedures; and

WHEREAS, through Ordinance No. 29-03, the Richland City Council established the Uptown Business Improvement District (UBID) on July 1, 2003; and

WHEREAS, the original assessments established by Ordinance No. 29-03 for the UBID were \$15.00 a month for ground floor businesses, and \$10.00 a month for second story businesses; and

WHEREAS, the original assessments established by Ordinance No. 29-03 have never been revised; and

WHEREAS, RCW 35.87A.140 provides a process by which assessments for business improvement districts may be changed; and

WHEREAS, Section 1.15 of Ordinance No. 29-03, entitled Rate Changes, identifies how the UBID, through its Board of Directors, may recommend changes to the assessment in accordance with RCW 35.87A.140; and

WHEREAS, at its November 29, 2023 annual membership meeting, the UBID's Board of Directors proposed an increase to the assessments, and more than sixty percent (60%) of those present voted in favor of the increase as required by Section 1.15 of Ordinance No. 29-03; and

WHEREAS, the rate for all businesses in the Uptown Business Improvement District is proposed to increase to \$50.00 per month for all businesses, regardless of location within the UBID; and

WHEREAS, pursuant to RCW 35.87A.140, proceedings to change the rate or impose an additional rate of special assessments shall terminate if protest is made by businesses in the proposed area which would pay a majority of the proposed increase or additional special assessments; and

WHEREAS, on January 26, 2024, pursuant to Resolution No. 2024-07, the Richland City Council declared its intention to change the assessment rates for Uptown Business Improvement District ratepayers as requested by the UBID Board of Directors and pursuant to RCW 35.87A.140; and

WHEREAS, a public hearing was held on February 6, 2024 at 6:00 p.m. to receive testimony, including any objections by affected ratepayers; and

WHEREAS, the testimony received during the hearing did not amount to sufficient protest under RCW 35.87A.140; and

WHEREAS, RMC 3.24.930, entitled Uptown Business Improvement District Fund – Distributions, prescribes the frequency for the distribution of assessments from the Fund, and requires updating to streamline the distribution process.

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

Section 1. Section 3.24.930 of the Richland Municipal Code, entitled Uptown Business Improvement District Fund – Distributions, as first enacted by Ordinance No. 36-12, and last amended by Ordinance No. 2022-43, is hereby amended as follows:

3.24.930 Uptown business improvement district fund – Distributions.

On the first regular business day of each ~~month~~ quarter, or as soon as practical thereafter, the finance director is authorized, empowered and directed to distribute from the UBID fund the total amount of special assessments collected for the district under RCW 35.87A.130 and Richland Ordinance No. 29-03 during the preceding ~~month~~ quarter.

Section 2. Beginning January 1, 2024, each business, multi-family residential, and mixed-use project as described in RCW 35.87A.020(3) shall be assessed \$50.00 per month for five (5) consecutive years, after which time the assessment shall increase annually by three percent (3%) to finance the programs set forth in Section 1.02 of Ordinance No. 29-03. Section 1.03 of Ordinance No. 29-03 is hereby amended to conform to this Ordinance No. 2024-01.

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 4. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

This space intentionally left blank.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: February 6, 2024

Second Reading: February 20, 2024

Date Published: February 25, 2024

Uptown Business Improvement District

1/03/24

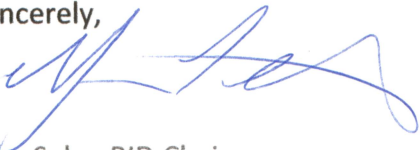
Dear Councilmembers:

The Uptown Business Improvement District held its annual membership meeting on November 29th and voted 16-1 to increase the monthly assessment for all ratepayers effective January 1, 2024 or as soon after as possible. The Uptown is a vibrant community amenity that attracts shoppers from around the region to enjoy our community events, alley art and unique shops and restaurants.

The BID is asking that the assessment be increased to \$50.00 per month for all businesses with an automatic 3% annual increase after five years.

An increase is needed so the district can continue to provide services and programming that benefits all businesses in the district. We hope you will support our efforts to make the Uptown a Richland destination.

Sincerely,



Gus Sako, BID Chairperson

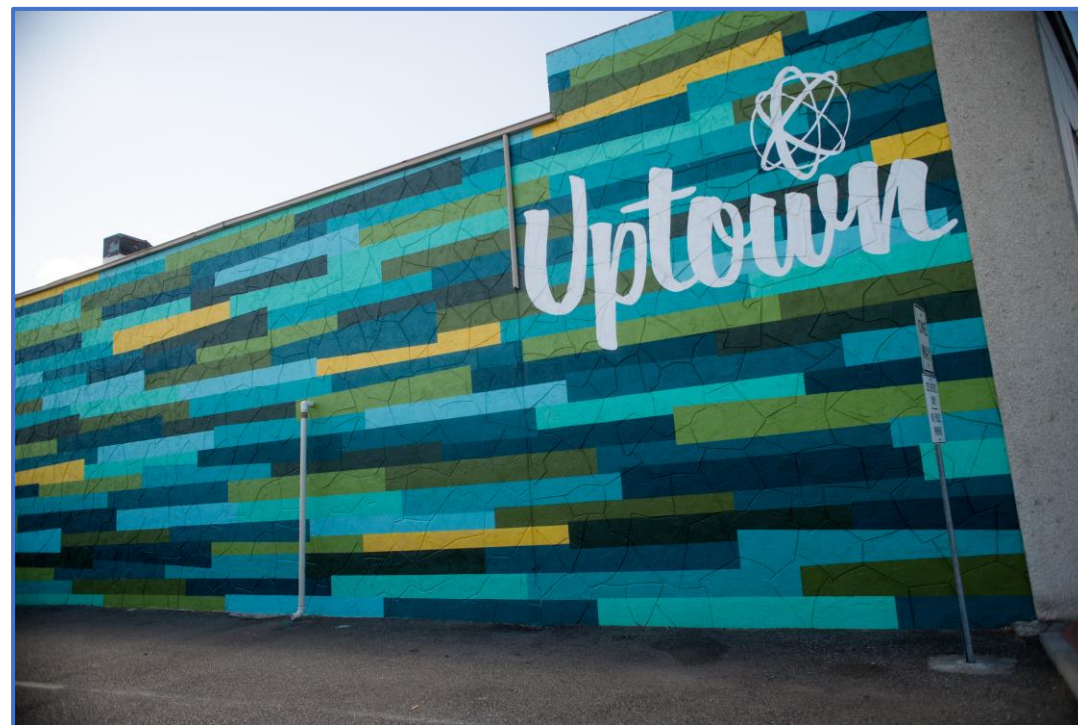


UPTOWN

BUSINESS IMPROVEMENT DISTRICT
ASSESSMENT INCREASE

BUSINESS IMPROVEMENT DISTRICTS (BID)

- Formed under RCW 35.87A
- Self-taxing through assessments
- General economic development
- Neighborhood revitalization



UPTOWN BID

Formed in 2003 through Ordinance No. 29-03

- Assessment set - \$15/mo. ground floor, \$10/mo. upper floor
- Use of funds restricted by Ordinance No. 29-03
 - Common area maintenance and beautification
 - Security
 - Marketing & Promotion
 - Administration





PARTNERSHIP

- Parking lot, alley and sidewalks – COR ownership
- Buildings - individual ownership

CITY

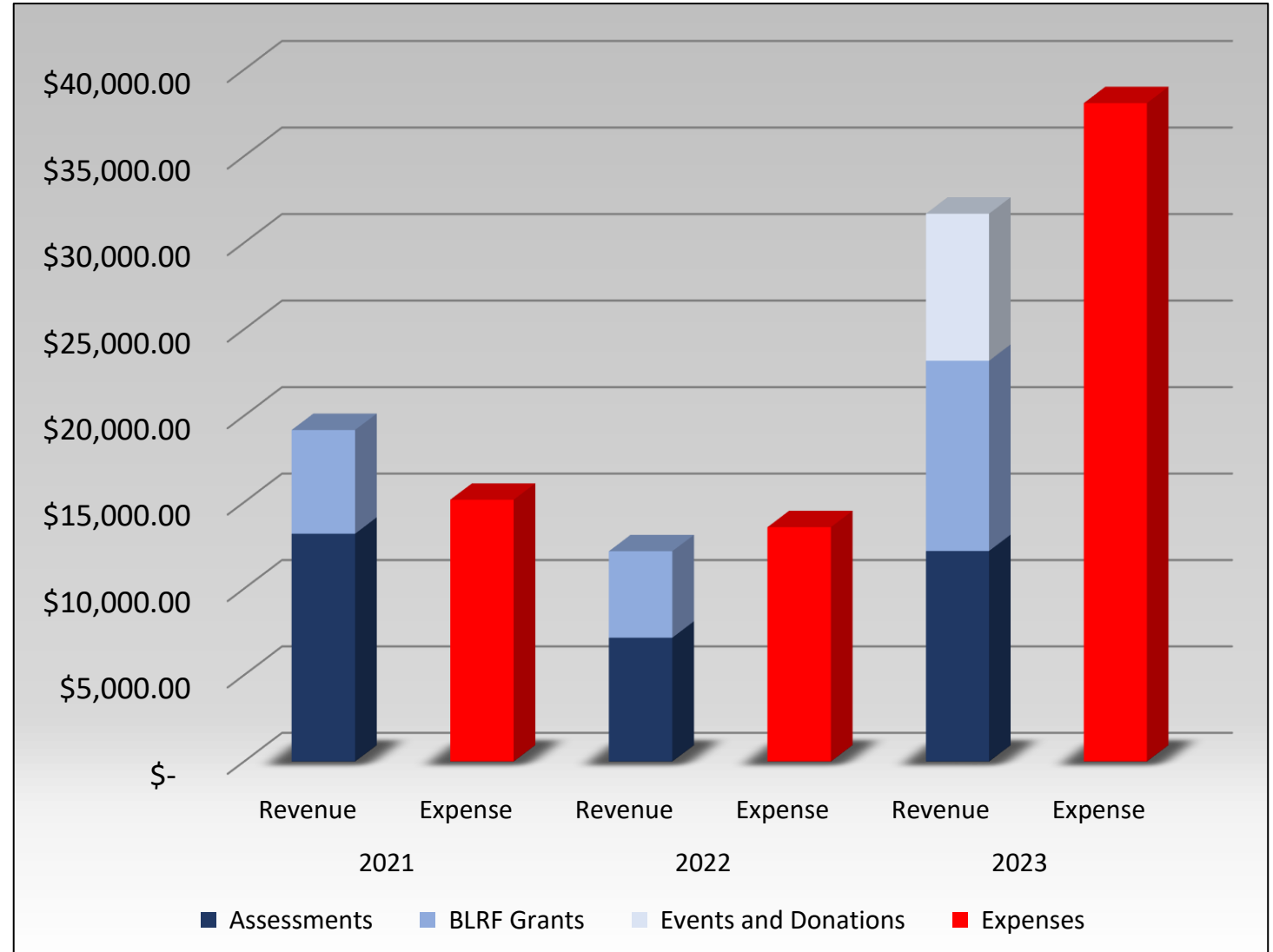
- Landscape maintenance
- Pedestrian light maintenance
- Parking lot maintenance

UPTOWN BID

- Common area maintenance
- Events and alley mural program
- Seasonal decoration
- Marketing



ANNUAL REVENUE AND EXPENSES



ASSESSMENT CHANGE PROCESS

Step 1

- 60% of voting members present at the annual meeting approved increase

Step 2

- Resolution of intent to change assessment (January 16th)

Step 3

- Public Hearing* & First Reading

Step 4

- Second Reading & Adoption

**Proceedings to change the rate or impose an additional rate of special assessments shall terminate if protest is made by businesses or multifamily residential or mixed-use projects in the proposed area which would pay a majority of the proposed increase or additional special assessments.*





Questions

ORDINANCE NO. 29-03

AN ORDINANCE establishing an Uptown Business Improvement District; providing for the levy of special assessments upon businesses within the area; the deposit of revenues in a special account and expenditures there from; and providing for an operating agreement with the Uptown Business Improvement District.

WHEREAS, the owners and/or operators of businesses subject to sixty percent (60%) or more of the special assessments levied by this Ordinance filed a petition with the City of Richland on May 23, 2003, to establish an Uptown Business Improvement District pursuant to RCW Chapter 35.87A. The petition and supporting documents are on file with the Richland City Clerk;

WHEREAS, upon receiving the petition, the Richland City Council on June 3, 2003, adopted resolution number 29-03 entitled "A Resolution declaring the intention to establish an Uptown Business Improvement District restating information contained in the initiation petition and fixing a time and place for a public hearing";

WHEREAS, on June 3, 2003, the City Council determined that the first reading of the Ordinance forming the Uptown Business Improvement District would occur on June 17, 2003, and final reading on or about July 1, 2003;

WHEREAS, on June 17, 2003, at 7:30 p.m. or soon thereafter as practical, in the Richland City Council Chambers, the Richland City Council held a hearing concerning the formation of the Uptown Business Improvement District; and

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

Section 1.01. District Established. The City of Richland, pursuant to RCW Chapter 35.87A, hereby establishes an Uptown Business Improvement District (UBID) within the boundaries described below and as shown on the map attached as Appendix A. The UBID is bounded by George Washington Way on the east, Williams Avenue on the south, Jadwin Avenue on the west and Symons Street on the north and is the area commonly known as the Uptown Shopping Center, Block number 708, Parcel Numbers 102983020708001 through 102983020708028, and 102983020708031, specifically excluding parcel numbers 102983020708029, 102983020708030, and 1029830207080032.

Businesses (as described in RCW 35.87A.020), and further defined in the petition to form the UBID, multi-family residential, mixed-use projects (as described in RCW 35.87A.020(3)), all located within the UBID shall be subject to special assessments as authorized by RCW 35.87A.010. The City Council finds that the benefit to businesses subject to the special assessment is a special benefit which would not otherwise accrue but, for the activities, programs and services carried out with the funds provided by the special assessments authorized pursuant to this Ordinance.

Section 1.02. Programs. The revenues from the special assessments authorized in Section 1.03 shall be used for the following purposes consistent with the Petition to establish the UBID on file with the City Clerk, City Council Resolution 29-03 and RCW 35.87A.010. The special assessments shall be used as follows:

The special assessments shall be used for the purposes of management, planning and operating programs pursuant to those purposes outlined in RCW Chapter 35.87A.010. The activities proposed for the first year of operation include, but are not limited to:

1. Beautification of common areas:
 - a. Cleaning of sidewalks and common areas.
 - b. Contract for the removal of trash.
 - c. Provide coordinated holiday décor: lights, etc.
 - d. Increased routine maintenance.
 - e. Replacement of fruiting trees.
2. Security:
 - a. Consistent lighting.
 - b. Increased staff on early school release and high traffic days.
 - c. Improved networking between businesses.
 - d. Continued networking with the Richland Police Department.
3. Marketing:
 - a. Increase marketing of the Uptown as a central shopping area in Richland through a "Shop Richland" style campaign which may include but is not limited to:
 - i. Improved signage.
 - ii. Collective advertising in print and other media.
 - iii. Web-sites and links to local businesses.
 - iv. Non-traditional marketing venues.
 - v. Continued networking with local art and entertainment groups.
4. Administration:
 - a. The City of Richland will utilize seven percent (7%) of the district's total annual assessments to cover the City's cost of administering the district budget, assessments, delinquencies, and other associated tasks.

The above common area maintenance and security programs are supplemental to existing street maintenance, refuse and police services and are not intended to displace any services regularly provided by the City. Special assessment revenues may also be used for additional purposes consistent with RCW 35.87A.010 as determined by the City Council and the UBID.

Section 1.03. Levy of Special Assessments. To finance the programs set forth in Section 1.02, above, there is levied and shall be collected, assessments upon the businesses (as described in RCW 35.87A.020) multi-family residential, mixed-use project (as described in RCW 35.87A.020(3)), as set forth on the following special assessment formula for the UBID.

1. Ground floor business: \$15.00 per month per business.
2. Second story business: \$10.00 per month per business.

Payments are due on the first day of the quarter and will be past due on the 25th day of the quarter. Businesses have the option of paying annually. In that case, payments are due on the fifth day of the year and will be past due on the 25th day of the year. The election to pay annually or quarterly will be a one-time option. Quarterly assessments will be the default method unless a business specifically requests annual statements. A statement, including a \$10.00 re-billing fee, will be mailed for past due assessments.

A business which is more than 60 days delinquent on any UBID Assessment does not retain membership "in good standing" and is not eligible to vote. Upon review of the board, a business not "in good standing" may be denied access to UBID services. Furthermore, the City's Finance Manager is

authorized to refer any unpaid assessments and re-billing fees to a collection agency for collection. All collection costs, including attorney fees, are the responsibility of the business that failed to pay their assessment on time. The assessment formula used in establishing the UBID shall be subject to review at the Annual Meeting of the UBID. Changes to the assessment formula shall be made only consistent with Section 1.15 of this Ordinance.

Section 1.04. Exemptions. Special Assessments. No special assessments shall be levied upon and collected from:

1. Concessionaires at public events, vendor or entertainers who engage in business in the area less than 30 days per year.
2. Single-family housing units.
3. Businesses in existence less than one year.
4. A business that petitions the UBID executive board and City Council which provides evidence that payment places an unreasonable hardship on a particular business.

Section 1.05. Uptown Business Improvement District Fund—Created.

There is hereby created a fund, known and designated as the Uptown Business Improvement District Fund (UBID), into which shall be paid all UBID revenues from special assessments levied under the authority of RCW 35.87A, gifts and donations for the UBID fund, monies for expenditures made and reimbursements due to the UBID fund, and interest and all other income from the investment of deposits according to established City procedures and policies.

Section 1.06. Uptown Business Improvement District Fund—Distributions.

On the first regular business day of each month, the finance manager is authorized, empowered and directed to distribute from the UBID Fund to the

UBID the total amount of special assessments collected under RCW 35.87A.130 during the preceding month.

Section 1.07. Uptown Business Improvement District Fund-Administration.

The finance manager shall keep a full and careful record of receipts and distributions with respect to the Uptown Business Improvement District Fund.

Section 1.08. Administration. The City Manager or designee shall administer the UBID for the City with authority to:

1. Direct the collection of special assessments; refund special assessments when overpaid or paid for the same area by more than one ratepayer; and extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or non-payment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;
2. Execute a contract for an annual program management contract with the UBID or its successor consistent with Section 1.14 of this Ordinance.

The City's contract with the UBID or its successor shall provide for creation of a Board of Directors holding of quarterly meetings and an annual meeting for UBID ratepayers consistent with Sections 1.09 and 1.10 of this Ordinance.

Section 1.09. Board of Directors. The UBID or its successor in performing a contract to administer the UBID programs, shall establish a Board of Directors to: (1) establish and maintain a data base which includes a list and classification of all ratepayers; (2) provide guidance in establishing and carrying out projects and activities financed through special assessments; and (3) determine ratepayer disputes which include adjustment of assessment rate, methods, classification, special benefits and all matters reasonably related thereto. The Board of Directors shall make recommendations for the UBID budget, expenditures, programs, and assessments to the UBID. The Board of Directors shall, at a minimum, meet quarterly. The last quarterly meeting of the fiscal or calendar year shall be considered an annual meeting. A written annual report shall be distributed prior to or at the meeting. The annual report shall provide ratepayers information regarding annual revenues and expenditures and include contact information for the active Board of Directors membership. The annual report shall be provided to the Richland City Council following review by the UBID membership.

Section 1.10. Board of Directors Membership. The Board of Directors shall have a membership of seven persons operating a business in the UBID. The Board of Directors will be elected by business owners within the UBID for a term of two years from the date of election. The UBID shall, at an annual meeting, receive nominations for election to the Board of Directors. Board of Director members shall be elected by the ratepayers at the annual meeting. The

Board of Directors shall report to the UBID ratepayers for the purpose of performing its functions.

Section 1.11. Interim Board of Directors. The City Council shall appoint an interim Board of Directors comprised of seven ratepayers from the UBID. Within approximately one hundred twenty (120) days from approval of this Ordinance, the Interim Board of Directors will be replaced by a permanent Board of Directors pursuant to Section 1.10, above. The Interim Board of Directors shall develop and promulgate bylaws or rules to guide the operation of the Board of Directors which shall be approved by the City Council.

Section 1.12. Annual Budget. After consultation with the Board of Directors, the UBID shall submit to the City Council on or before February 1st of each year: 1) a statement of the proposed projects and activities to be conducted during the ensuing fiscal or calendar year; (2) the proposed UBID budget; and (3) a statement including a list of ratepayers, the assessment rates and business classifications requested for financing the proposed budget. The City Council, upon receipt of the statement from the UBID may approve, reject and correct the proposed activities, budget and assessments and thereafter, by ordinance or resolution, approve the activities, budget and assessments as provided or as modified. The use of revenue contained in this Ordinance, and as contained in the petition to form the district, are approved by the City Council and will remain in effect until the annual budget is approved consistent with this section.

Section 1.13. Commencement of Assessments. The first quarterly special assessment authorized herein shall be due October 5, 2003.

Section 1.14. Contract for Program Management. The City Manager, or designee, is authorized and directed to contract with the UBID to administer all the UBID projects and activities for the first year. Thereafter, the City Manager shall continue each year to contract with the UBID to administer the forthcoming annual program, unless a suitable successor organization is recommended by: a) a majority of the votes of the ratepayers at their annual meeting, or; b) a valid petition signed by the majority of ratepayers. The annual contract will be put in place only after the Richland City Council adopts the annual budget proposed by the UBID consistent with Section 1.12 of this Ordinance.

Section 1.15. Rate Changes. Any change in the assessment rate shall only be made by ordinance and as authorized in RCW 35.87A.140. No change shall occur in the assessment rate unless recommended by UBID Board of Directors consistent with UBID operating and voting procedures and requires a vote of 60% of the majority present or holding a valid proxy at the annual meeting and subsequent approval by the Richland City Council.

Section 1.16. Notices. Notices of assessment, installment payment, or delinquency, and all other notices contemplated by this Ordinance may be sent by ordinary mail or delivered by the City to the address shown on the records of the City Treasurer and, if no address is shown there, to the address shown on the records of the City maintained for business or utility tax purposes. Failure of the ratepayer to receive any mailed notice shall not release the ratepayer from the duty to pay the assessment.

Section 1.17. Disestablishment of Area. The duration of the Uptown Business Improvement District existence shall be perpetual or until such time as 60% of the UBID membership votes to disband and the City of Richland follows the procedural requirements of RCW 35.87A.180. The City reserves the opportunity to disestablish the UBID by ordinance after adoption of a resolution of intent to disestablish the district and the holding of a public hearing, without the 60% affirmative vote of UBID members, consistent with RCW 35.87A180.

Section 1.18. Disputes. Any ratepayer, aggrieved by the amount of an assessment or delinquency charge, shall request, within twenty (20) days from the date of the assessment or charge, a meeting and/or hearing before the UBID Board of Directors and, if not satisfied with the decision of the Board of Directors, appeal, within ten (10) days from the date of the decision, the matter to the Richland City Council.

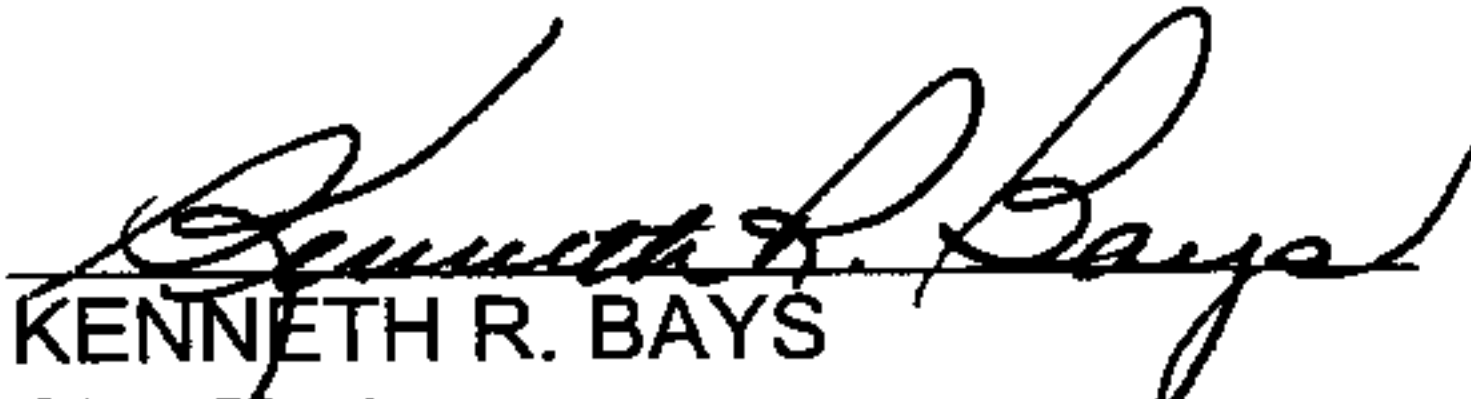
Section 1.19. Severability. If any section, subdivision, part or word of this Ordinance or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of this Ordinance, but be confined to the section, subdivision, part or word directly involved in the controversy with the section, subdivision, part or word severed or stricken.

Section 1.20. Effective Date. This Ordinance shall take effect and be in full force thirty (30) days after the date it is passed by the City Council and after 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
this 1st day of July, 2003.


ROBERT J. THOMPSON
Mayor

ATTEST:

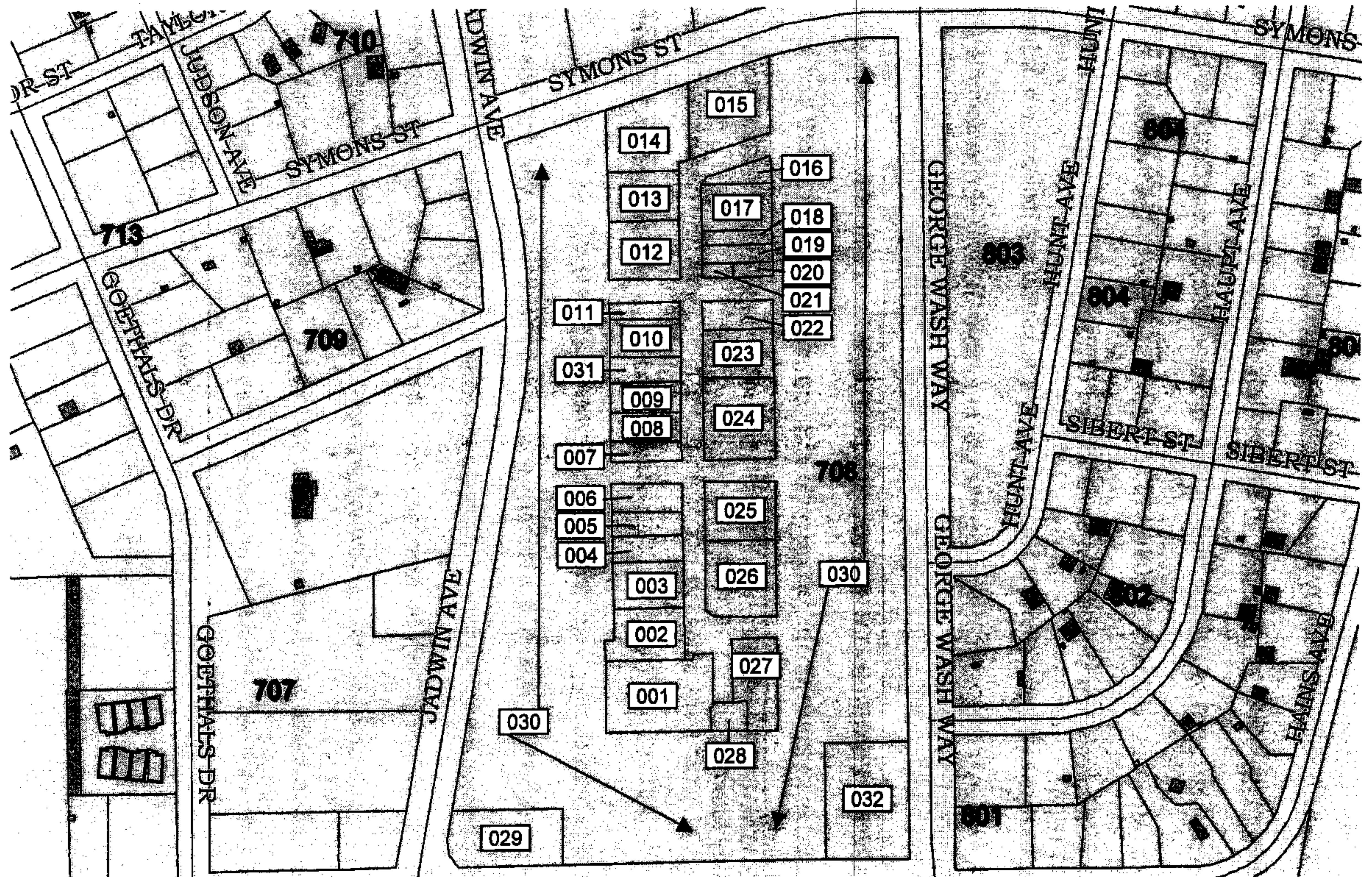

KENNETH R. BAYS
City Clerk

APPROVED AS TO FORM:


THOMAS O. LAMPSON
City Attorney

Date Published: July 6, 2003

Uptown Shopping Center Parcel Numbers



Base parcel number: 02983020708XXX
Block 708, Plat of Richland



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-20, Approving a Purchase and Sale Agreement with Salta, LLC for Property located at 2589 Robertson Drive

Department/Office
Development Services

Ordinance/Resolution Number:
2024-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-20, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Salta, LLC for purchase of a 46,162 square-foot lot in the Horn Rapids Business Center.

Summary:

Salta, LLC is proposing to purchase a 46,162 square-foot property in the Horn Rapids Business Center located along the south side of Robertson Drive at the intersection with Polar Way. The property will be used for the development of an 8,000 square-foot light industrial facility with office space. Salta, LLC is the owner of Kaizenspeed, a company presently located in Kennewick that specializes in the development and installation of high-performance products for late model performance vehicles. Salta, LLC has been in business since 2005 and currently employs five (5) people. Kaizenspeed's relocation to a larger facility in Richland will allow it to fabricate products in-house and expand its employment base.

The purchase price is \$3.45 per square foot for the 46,162 square-foot property, amounting to a base price of \$159,259. The purchase price is consistent with Resolution No. 2023-106 adopted by the Richland City Council on July 6, 2023. The sale is also subject to road frontage improvement costs for construction of Robertson Drive at a value of \$32,340 for the 155.94-foot-wide lot, resulting in a total overall purchase price of \$191,599.

The City will retain a repurchase right that will allow the City to repurchase the property for the original sale price if Salta, LLC does not submit an application for approval of building plans to the City within eight (8) months of closing, or if construction does not commence within eighteen (18) months of closing.

The proposed purchase was reviewed and favorably recommended by the Economic Development Committee (EDC) at its meeting on January 22, 2024.

Staff recommends adoption of Resolution No. 2024-20.

Fiscal Impact:

The purchase price is \$3.45 per square foot plus road frontage improvement costs with estimated gross proceeds of \$191,599. A portion of the proceeds will be distributed to the City's Utility Funds to recover costs for the construction of Horn Rapids Business Center utilities in 1988 as follows: Electric Fund: \$2,031.13; Water Fund \$3,646.80; Sewer Fund: \$1,388.70. Net proceeds after closing and utility fund allocations will be distributed to the City's Industrial Development Fund for future infrastructure development.

Attachments:

1. Resolution No. 2024-20
2. Salta, LLC Purchase & Sale Agreement
3. Letter of Intent - Salta, LLC
4. Site Map

RESOLUTION NO. 2024-20

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND
BETWEEN THE CITY OF RICHLAND AND SALTA, LLC.**

WHEREAS, the City of Richland is the owner of approximately one (1) acre of surplus property located along the south side of Robertson Drive at the intersection with Polar Way in the Horn Rapids Business Center; and

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

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

WHEREAS, pursuant to Resolution No. 2023-106, adopted by Richland City Council on July 6, 2023, the 46,162 square-foot property is available for sale at \$3.45 per square foot, amounting to a base price of \$159,259; and

WHEREAS, the price of the property is also subject to road frontage improvement costs for the construction of Robertson Drive amounting to \$32,340 for the 155.94-foot wide lot; and

WHEREAS, Salta, LLC, the owner of Kaizenspeed, a local company specializing in development and installation of high-performance products for late-model performance vehicles, has agreed to purchase the property for the total purchase price of \$191,599; and

WHEREAS, the City will retain a repurchase right under the Purchase and Sale Agreement if Salta, LLC has not submitted an application for approval of building plans within eight (8) months of closing, and if construction of its facility has not commenced within eighteen (18) months of closing; and

WHEREAS, sale proceeds will be spent on industrial development activities and capital improvements in the Horn Rapids Triangle; and

WHEREAS, at its January 22, 2024 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 46,162 square-foot property in the Horn Rapids Business Center to Salta, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary to complete the sale of property to Salta, LLC as identified herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2589 Robertson Drive (Horn Rapids Business Center)

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

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2589 Robertson Drive, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

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

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

2. Purchase Price. The total purchase price for the Property shall be **One Hundred Ninety-One Thousand Five Hundred Ninety-Nine dollars and no cents (\$191,599.00)** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

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

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

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

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

4. Title Matters.

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

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

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

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

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

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

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed with a minimum of a 12,000 square feet of light industrial facility. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set

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

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

8. Casualty and Condemnation.

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

If to Purchaser: Reid Lunde
110 N. Gum Street
Kennewick, Washington 99336
509.845.3756
reid@kaizenspeed.com

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

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

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

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

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

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

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

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

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a minimum of 12,000 square feet of light industrial facility, subject to the following:

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

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

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

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

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

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-six (36) months of Closing or until such time as when the City has issued a Certificate of Occupancy for the development of the light industrial facility, whichever is earlier.

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

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Survival Period to be recorded at Purchaser's expense.

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

SALTA, LLC – PURCHASER

By: Jon Amundson, ICMA-CM
Its: City Manager

Date

Reid Lunde

By: Reid Lunde
Its: Owner

1/3/24

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description and Survey

PARCEL 4, RECORD SURVEY NO. 5946 (BINDING SITE PLAN)

(Survey to follow)

DRAFT

RECORD OF SURVEY NO. **5946**

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

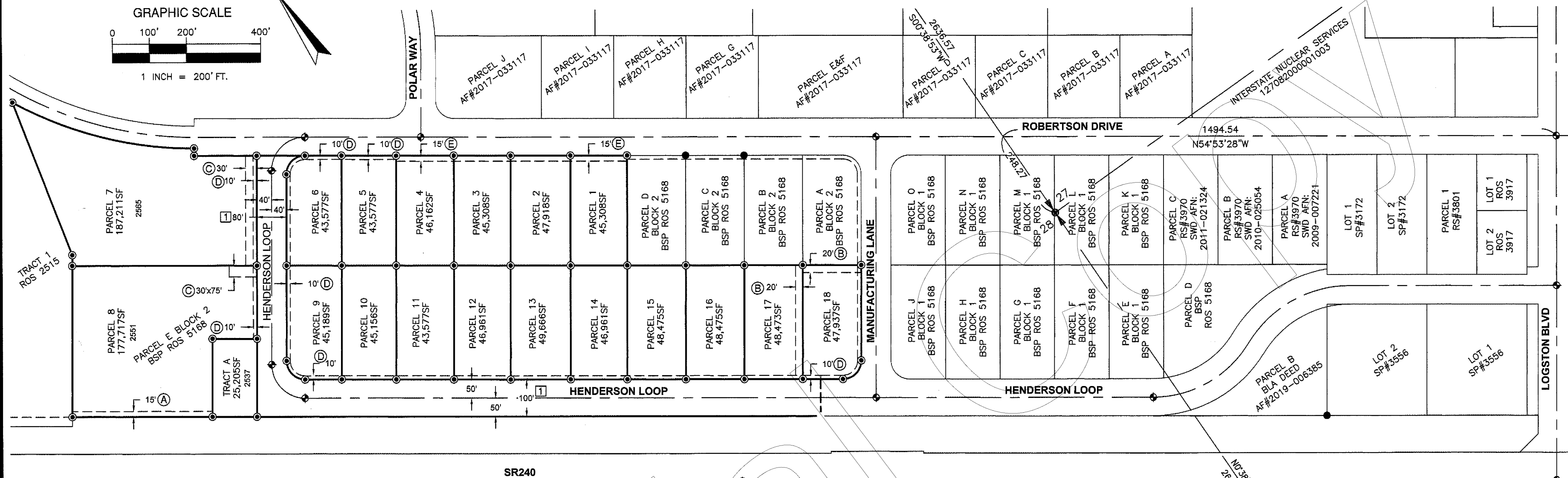
STATEMENT OF AMENDMENT

THE PURPOSE OF THIS SURVEY IS TO CORRECT DIMENSIONS DEPICTING WIDTH FOR
HENDERSON LOOP RIGHT-OF-WAY, DEDICATED RIGHT-OF-WAY CORRECTED TO BE 80.00
FEET WIDE, AS SHOWN HEREON. SHEET 1 AND 2.

GRAPHIC SCALE



1 INCH = 200' FT.



DESCRIPTION

LOT E, BLOCK 2, BINDING SITE PLAN 5168, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5168, UNDER AUDITOR'S FILE NUMBER 2019-010507, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~1,338,666 SF/30.73 ACRES.

BINDING SITE PLAN NOTES

- THIS AMENDED BINDING SITE PLAN REFERENCES, AMENDS, AND INCLUDES THE REQUIREMENTS FROM THE ORIGINAL BINDING SITE PLAN NO. 08-95, DATED FEBRUARY 5, 1995, AND THE UPDATED HORN RAPIDS MASTER PLAN APPROVED BY CITY COUNCIL APRIL 5, 2016.
- ALL LOTS CREATED BY THIS AMENDED BINDING SITE PLAN ARE SERVED BY PUBLIC ROADS AND UTILITIES IN ROBERTSON DRIVE, MANUFACTURING LANE AND HENDERSON LOOP. CITY OF RICHLAND PROVIDED ELECTRICAL, POTABLE WATER, SANITARY SEWER, AND STORM WATER. THE HENDERSON LOOP WEST - ROADWAY AND UTILITIES PROJECT CONSTRUCTION PLANS, DATED MARCH 2018, ARE REFERENCED HEREIN AND ARE THE APPROVED PUBLIC RIGHT-OF-WAY AND UTILITIES FOR THIS AMENDED BINDING SITE PLAN. ADDITIONALLY, THE ROBERTSON DRIVE EXTENSION, ROAD A AND 1ST STREET IMPROVEMENTS, DATED MAY 2014, ARE ALSO REFERENCED HEREIN AND PROVIDE ROADWAY AND PUBLIC UTILITY ACCESS TO THE LOTS FRONTING ROBERTSON DRIVE.
- ALL LOTS HAVE BEEN GRADED TO FINAL ELEVATIONS PRIOR TO THIS AMENDED BINDING SITE PLAN.
- ALL EASEMENTS SHOWN ON THIS AMENDED BINDING SITE PLAN ARE APPROVED AND CREATED BY THIS AMENDED BINDING SITE PLAN AS PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF THE CITY OF RICHLAND.
- ALL DRIVEWAY ENTRANCES SHALL BE AT LEAST 25 FEET FROM THE RIGHT-OF-WAY LINE OF AN INTERSECTING STREET.

BINDING SITE PLAN EASEMENT NOTES

- HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, EXCLUSIVE FOR WATER PURPOSES.
- HEREIN DEDICATED TO THE CITY OF RICHLAND: 20' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- HEREIN DEDICATED TO THE CITY OF RICHLAND: 30' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- HEREIN DEDICATED TO THE CITY OF RICHLAND: 10' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.
- HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.

BINDING SITE PLAN RIGHT-OF-WAY NOTES

- HEREIN DEDICATED TO THE PUBLIC: PUBLIC RIGHT-OF-WAY FOR ROAD PURPOSES AS SHOWN HEREON.

SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: JULY 2023.
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE ARE SURVEY GRID: SURVEYED DISTANCES SHOWN ARE US SURVEY FEET GRID DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000092417 TO ACHIEVE GROUND (PLANE) DISTANCES. DEED DISTANCES AND THE SQUARE FOOTAGE OF LOTS ARE GROUND (PLANE) DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999907592 TO ACHIEVE GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE CENTERLINE OF THE EXTENSIONS OF HENDERSON LOOP AND MANUFACTURING WAY AS CONSTRUCTED IN DECEMBER 2018 & TO AMEND A PORTION OF BINDING SITE PLAN, VOLUME 1 OF SURVEYS, PAGE 2056, RECORDED UNDER AUDITOR'S FILE NUMBER 95-18807.
- (XXX.XX) GROUND DISTANCES.
- [1] FOUND 2.5" BRASS CAP IN MONUMENT CASE.
- [2] FOUND BRASS CAP IN MONUMENT CASE. NO PUNCH AND NO MARKINGS FOUND ON BRASS CAP AT TIME OF SURVEY. LOCATION RECORDED AS CENTER OF BRASS CAP INSIDE MONUMENT CASING.
- [3] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774"
- CALCULATED POINT ROS 2515, AFN:1998-022820, NOT FOUND OR SET
- SET 5/8" REBAR AND CAP " PERMIT SURVEYING, INC 54534"
- SET PK NAIL STAMPED "LS 54534"
- [M]=MEASURED
- [R]=RECORD *SEE NARRATIVE

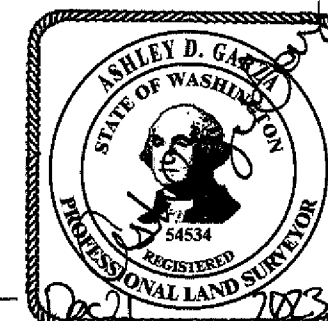
SURVEYOR'S NARRATIVE

THE MONUMENT AT THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE MEASURES 0.13 NORTH OF THE RECORDED DISTANCE AS SHOWN ON SHORT PLAT 3556, RECORDED UNDER AUDITOR'S FILE NUMBER 2018-001661. LOCATION OF INTERSECTION AND BEARING OF RECORD FOR ROBERTSON DRIVE HELD AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673 AND AS DEPICTED ON RECORD OF SURVEY 4575 RECORDED UNDER AUDITOR'S FILE NUMBER 2015-003647.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEYS, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Merry Bradigh, deputy
FEE NO. 2624-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.Ashley D. Garza 12/21/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534
PERMIT
SURVEYING
NC
2245 Robertson Drive
Richland, Washington 99354Office 509-375-4123
Fax 509-371-0999DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 1 OF 3

RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025

AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

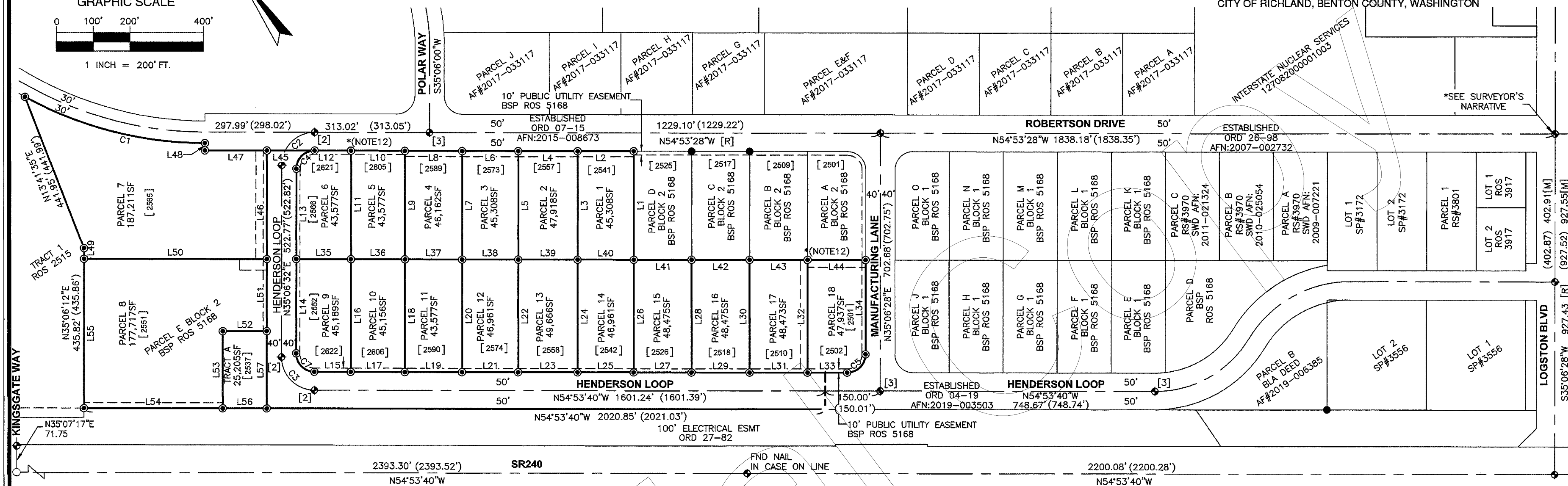
THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

GRAPHIC SCALE

0 100' 200' 400'

1 INCH = 200' FT.



Line Table			
Line #	Grid Length	Ground Length	Direction
L1	295.97	296.00	N35°06'28"E
L2	153.06	153.07	N54°53'28"W
L3	295.97	296.00	S35°06'28"W
L4	161.87	161.89	N54°53'28"W
L5	295.97	296.00	N35°06'28"E
L6	153.05	153.07	N54°53'28"W
L7	295.98	296.00	S35°06'28"W
L8	155.94	155.95	N54°53'28"W
L9	295.98	296.01	S35°06'28"W
L10	147.20	147.22	N54°53'28"W
L11	295.98	296.01	S35°06'28"W
L12	99.01	99.02	N54°53'28"W
L13	245.99	246.01	S35°06'32"W
L14	256.79	256.81	S35°06'32"W
L15	99.02	99.03	S54°53'40"E
L16	306.79	306.82	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L17	147.20	147.22	S54°53'40"E
L18	306.78	306.81	N35°06'28"E
L19	155.94	155.95	S54°53'40"E
L20	306.78	306.80	N35°06'28"E
L21	153.05	153.07	S54°53'40"E
L22	306.77	306.80	N35°06'28"E
L23	161.87	161.89	S54°53'40"E
L24	306.76	306.79	N35°06'28"E
L25	153.06	153.07	S54°53'40"E
L26	306.76	306.79	N35°06'28"E
L27	158.00	158.01	S54°53'40"E
L28	306.75	306.78	N35°06'28"E
L29	158.00	158.01	S54°53'40"E
L30	306.74	306.77	N35°06'28"E
L31	158.00	158.01	S54°53'40"E
L32	306.74	306.77	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L33	108.01	108.02	S54°53'40"E
L34	256.74	256.76	N35°06'28"E
L35	149.02	149.03	S54°53'32"E
L36	147.20	147.22	S54°53'32"E
L37	155.94	155.95	S54°53'32"E
L38	153.05	153.07	S54°53'32"E
L39	161.87	161.89	S54°53'32"E
L40	153.06	153.07	S54°53'32"E
L41	158.00	158.01	S54°53'32"E
L42	158.00	158.01	S54°53'32"E
L43	158.00	158.01	S54°53'32"E
L44	158.00	158.01	S54°53'32"E
L45	130.00	130.01	N54°53'28"W
L46	295.99	296.02	S35°06'32"W
L47	169.11	169.13	N54°53'28"W
L48	20.00	20.00	N54°53'28"W

Line Table			
Line #	Grid Length	Ground Length	Direction
L49	29.01	29.01	S35°06'12"W
L50	498.76	498.80	S54°53'32"E
L51	196.79	196.80	S35°06'32"W
L52	120.00	120.01	N54°53'40"W
L53	210.00	210.02	S35°06'32"W
L54	378.72	378.75	N54°53'40"W
L55	406.81	406.84	N35°06'12"E
L56	120.00	120.01	N54°53'40"W
L57	210.00	210.02	N35°06'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.80	1029.90	28°28'20"	S40°40'08"E	506.55
C2	141.37	90.00	90°00'00"	S80°06'32"W	127.28
C3	141.38	90.00	90°00'12"	S09°53'34"E	127.28
C4	78.54	50.00	90°00'00"	S80°06'32"W	70.71
C5	78.53	50.00	89°59'52"	N80°06'24"E	70.70
C7	78.54	50.00	90°00'12"	S09°53'34"E	70.71

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.84	1030.00	28°28'20"	S40°40'08"E	506.59
C2	141.38	90.01	90°00'00"	S80°06'32"W	127.29
C3	141.39	90.01	90°00'12"	S09°53'34"E	127.29
C4	78.55	50.00	90°00'00"	S80°06'32"W	70.72
C5	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C6	78.55	50.00	90°00'12"	S09°53'34"E	70.72

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Branda Chilton by Merry Brabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/11/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159
SHEET 2 OF 3

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2023. PARCEL NO. 128081BP5168016

Kenneth Spencer by Nicole Upmoe
BENTON COUNTY TREASURER

1-11-2024
DATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON.

[Signature]
ENGINEER, CITY OF RICHLAND

1/2/2024
DATE

[Signature]
SUBDIVISION ADMINISTRATOR, CITY OF RICHLAND

1/2/2024
DATE

OWNER'S CERTIFICATE

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THAT THE ROAD RIGHTS-OF-WAYS AND EASEMENTS ON THE BINDING SITE PLAN ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON.

[Signature]
JON AMUNDSON, CITY MANAGER

1/2/2024
DATE

Jennifer Rogers
JENNIFER ROGERS, CITY CLERK

1/2/2024
DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON

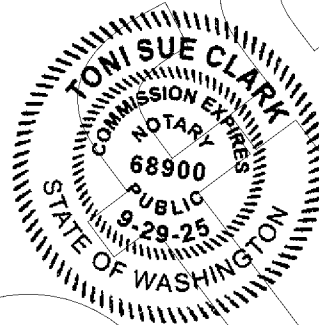
COUNTY OF BENTON

SS.

ON THIS 2nd DAY OF January, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JON AMUNDSON AND JENNIFER ROGERS, TO ME KNOWN TO BE THE CITY MANAGER AND CITY CLERK, RESPECTIVELY, OF THE CITY OF RICHLAND, WASHINGTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Toni Sue Clark
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Bennetwick
MY COMMISSION EXPIRES 09/29/2025
Toni Sue Clark
PRINT NAME



RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

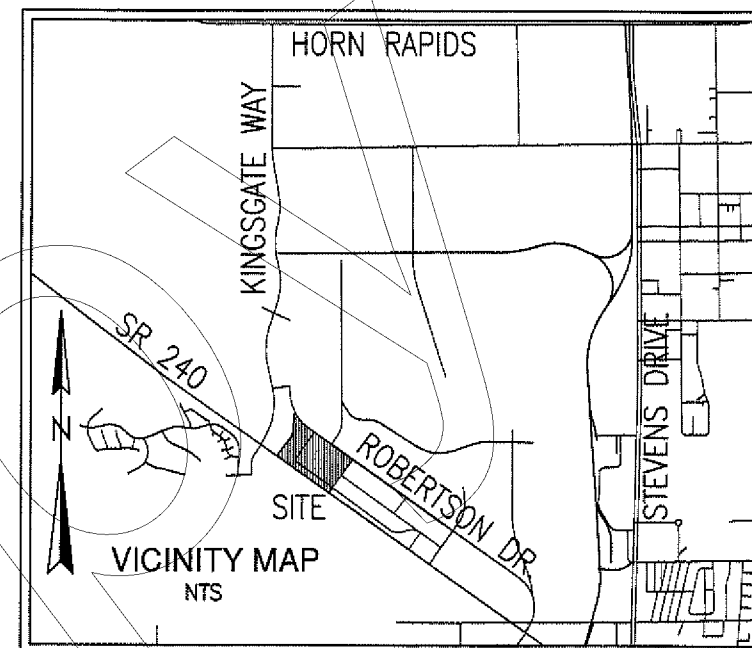
RECORDED UNDER AFN 2023-025025

AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Mary Coabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/21/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 10/30/2023
SCALE: NONE
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 3 OF 3

LETTER OF INTENT TO PURCHASE

Reid Lunde

110 N Gum St | Kennewick, WA 99336

(509) 845-3756

reid@kaizenspeed.com

December 13, 2023

City of Richland Attn. Darin Arrasmith

625 Swift Blvd., MS-19

Richland, WA 99352

Letter of Intent / Offer to Purchase

Dear Darin: The purpose of this Letter of Intent is to set forth the general terms and conditions under which Reid Lunde is interested in buying the referenced property listed below. The Buyer and Seller agree that the terms set forth below are not all of the material terms that need to be agreed to by them. There are additional material terms that the parties will negotiate as they complete the Purchase Agreement and Escrow Instructions. If the terms below stated are acceptable, it is our intention to negotiate the remaining material terms and complete a Purchase and Sale Agreement and Escrow Instructions at a later date.

Property Location: 1.06 acre property on Robertson Drive (Parcel 4) in the Horn Rapids Business Center (Henderson Loop Phase II). Property is directly opposite Polar Way as it intersects Robertson Drive (highlighted yellow in the illustration below.)



Property Description: "Parcel 4" 1.06 Acre lot (156 ft x 296 ft) on Robertson Drive, directly opposite Polar Way.

Purchase Price: \$159,259 (One Hundred and Fifty-Nine Thousand Two Hundred Fifty-Nine Dollars (\$3.45/ft 46,162 sq. ft.))

Earnest Deposit: \$2,000 at the end of the due diligence period

Business Operations: Kaizen Speed, LLC has been in business in Kennewick since 2005. We specialize in modern vehicle performance. We provide services and develop new products for late model performance vehicles of all types. We currently have five full-time employees and hope to increase our business in a purpose-built facility. Our move to a Horn Rapids will allow us to expand our services and bring manufacturing in-house.

Development: The proposed building may consist of an 80x100 metal building that will house a showroom and shop area with an attached 84x50 building partitioned into three separate 1,400 sq. ft. office/shop spaces. The 1,400 sq. ft. spaces will be leased to complimentary businesses (potentially a wheel/tire shop, auto detailing and window tinting). We have chosen Horn Rapids due to the nature of development in the area in the coming years and we very much look forward to being a part of it!

Due Diligence Period to end (30 Days after the offer is signed and delivered to buyer): Buyer shall, following the execution of a formal Purchase Agreement and Escrow Instructions and buyer's receipt of all books and records for the subject property, conduct its due diligence and express approval with respect to the acquisition of the property.

Sincerely,

Reid Lunde

Reid Lunde

Please confirm your acceptance of the position and the above terms and conditions by signing this letter and returning it to Reid Lunde by 12/15/23.

Signature _____

Date _____



SALTA, LLC
1 ACRE PURCHASE
(8,000 SF FACILITY)

HORN RAPIDS
COMMERCIAL PLAZA

HORN RAPIDS
GOLF COURSE COMMUNITY

HORN RAPIDS BUSINESS CENTER





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-21, Authorizing a Purchase and Sale Agreement with STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC for Property located at 600 Cullum Avenue

Department/Office
Development Services

Ordinance/Resolution Number:
2024-21

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-21, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC for the purchase and sale of 6,704.51 square feet of surplus city property located at 600 Cullum Avenue.

Summary:

STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC, four separate Washington limited liability companies and collectively the current owners of the former Days Inn Motel, are proposing to purchase 6,704.51 square feet of city-owned surplus property located adjacent to the former motel and within the Gillespie Parkway between Cullum Avenue and Jadwin Avenue. The subject property is the north 20 feet of the Gillespie Parkway and is currently a paved area used by the owners of the former motel for employee parking and access.

This paved area is the former right-of-way of Harding Street, which was vacated by the City on May 5, 1969. When the vacation was approved by Richland City Council, half of the right-of-way width was transferred to each of the adjoining properties pursuant to state law. The south 20 feet of the former right-of-way was transferred to the Gillespie Parkway property. The proposed purchase does not include any portion of the park area within the Gillespie Parkway.

This property was declared surplus by Richland City Council on March 21, 2023 pursuant to Resolution No. 2023-41. The purchase price for the property is \$5.90 per square foot for a total purchase price of \$39,556. The City is not imposing any development requirement with this land sale since the property owner intends to continue using this area for parking and access to the south side of its property.

The Economic Development Committee recommended approval of this transaction at its meeting on January 23, 2023.

Richland City Council previously authorized a Purchase and Sale Agreement with the same prospective buyers on May 16, 2023. The first agreement expired when the buyers could not secure financing to close on the sale of the property by the contractually agreed deadline. The buyers indicate that they now have the funds to complete the transaction.

Staff recommends adoption of Resolution No. 2024-21.

Fiscal Impact: Sale of the property will generate \$39,556, which will be deposited into the Park Reserve Fund.

Attachments:

1. Resolution No. 2024-21
2. 600 Cullum Avenue Purchase & Sale Agreement
3. Vicinity Map

RESOLUTION NO. 2024-21

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF RICHLAND AND STK HOSFORD SOUTH, LLC, LPRP HOSFORD SOUTH, LLC, 4RT HOSFORD SOUTH, LLC, AND SFT HOSFORD SOUTH LLC, AND SUPERSEDING RESOLUTION NO. 2023-64.

WHEREAS, the City of Richland is the owner of approximately 6,704.51 square feet of surplus property located at 600 Cullum Avenue and within the north twenty (20) feet of Gillespie Parkway; and

WHEREAS, the area of the City-owned surplus property is adjacent to the former Days Inn Motel property located at 615 Jadwin Avenue; and

WHEREAS, the property was declared surplus to the City's needs on March 21, 2023 through Resolution No. 2023-41 and is available for sale; and

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

WHEREAS, the former Days Inn Motel, which is immediately adjacent to this surplus property, is currently jointly owned by STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC, four separate Washington limited liability companies. These property owners have agreed to purchase the surplus City-owned property for the negotiated price of \$5.90 per square foot for a total purchase price of \$39,556.00; and

WHEREAS, proceeds from the sale will be deposited into the City's Park Reserve Fund; and

WHEREAS, at its January 23, 2023 meeting, the Economic Development Committee (EDC) favorably recommended the sale of this approximately 6,704.51 square feet of City-owned surplus property located at 600 Cullum Avenue; and

WHEREAS, Richland City Council previously approved a Purchase and Sale Agreement with STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC for this same property (*see* Contract No. 199-23 approved May 16, 2023 by Resolution No. 2023-64); and

WHEREAS, the previous Purchase and Sale Agreement expired without the transaction closing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all other related

documents necessary to complete the sale of the property to STK Hosford South, LLC, LPRP Hosford South, LLC, 4RT Hosford South, LLC, and SFT Hosford South, LLC as identified herein.

BE IT FURTHER RESOLVED that Resolution No. 2023-64 is hereby superseded by this Resolution No. 2024-21.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 600 Cullum Avenue

This Agreement for Purchase and Sale of Real Property (the “Agreement”) is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation (“Seller”), and **STK HOSFORD SOUTH, LLC** a Washington limited liability company and **LPRP HOSFORD SOUTH, LLC** a Washington limited liability company and **4RT HOSFORD SOUTH, LLC** a Washington limited liability company and **SFT HOSFORD SOUTH, LLC** a Washington limited liability company (“Purchaser”). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 600 Cullum Avenue, City of Richland, Benton County, Washington which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

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

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

2. Purchase Price. The total purchase price for the Property shall be **Thirty-Nine Thousand Five Hundred Fifty-Six** dollars and no cents (**\$39,556.00**) (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller’s execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier’s check or wire transfer in the amount of **Ten** dollars and no cents (**\$10.00**) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the “Earnest Money Deposit”). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest-bearing account of Purchaser’s choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 5 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

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

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

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Purchaser, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Seller. For this transaction, Title Company shall be Cascade Title Company of Benton-Franklin Counties, 8203 W. Quinault Ave., STE 10, Kennewick, WA 99336.

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

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

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

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

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

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

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably

necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

(a) Seller has full power and authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by

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

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

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

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

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

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

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

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

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

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

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

8. Casualty and Condemnation.

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

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

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

10. Seller's Remedies. If Purchaser fails without legal excuse to complete the purchase of the Property in accordance with the terms of this Agreement, Seller may elect one of the following: (1) terminate this Agreement without further obligation to purchaser; or (2) pursue any remedies available at law or in equity.

11. Miscellaneous.

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

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

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

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

If to Purchaser: The Meriwether Apts.
17933 NW Evergreen Pl., Suite 131
Beaverton, Oregon 97006
509.546.1597
rob@FortifyHoldings.com

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

**STK HOSFORD SOUTH, LLC/LPRP
HOSFORD SOUTH, LLC/4RT HOSFORD
SOUTH, LLC/SFT HOSFORD SOUTH,
LLC – PURCHASER**

By: Jon Amundson, ICMA-CM
Its: City Manager

By: Sean Keys
Its: Authorized Agent

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description

Draft

LEGAL DESCRIPTION (APN: 111983020561009):

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE OWNER'S POLICY OF TITLE INSURANCE WITH A POLICY DATE OF OCTOBER 1, 2021.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

LOT 4, THE SOUTH 33.69 FEET OF LOT 3 AND LOT 1, BLOCK 561, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 1 AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 0°52'06" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 120 FEET;
THENCE SOUTH 89°07'54" WEST 94.74 FEET TO A POINT IN THE WEST LINE OF SAID LOT;
THENCE NORTH 23°03'42" EAST ALONG SAID WEST LINE A DISTANCE OF 135.4 FEET TO THE NORTHWEST CORNER OF SAID LOT
THENCE SOUTH 85°28'46" EAST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 40 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY HALF OF VACATED HARDING STREET ADJOINING SAID LOTS 1 AND 4 AS DISCLOSED BY ORDINANCE NO. 526.

EASEMENTS:

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE OWNER'S POLICY OF TITLE INSURANCE WITH A POLICY DATE OF OCTOBER 1, 2021.

- (4) EASEMENTS PER PLAT OF RICHLAND RECORDED IN VOLUMES 6 AND 7 OF BENTON COUNTY, PLOTTED.
- (5) DEED RECORDED JULY 5, 1963 UNDER RECORDING NO. 501779, PLOTTED.
- (6) DEED RECORDED JULY 5, 1963 UNDER RECORDING NO. 501780, PLOTTED.
- (7) EASEMENT DEED RECORDED JUNE 15, 1977 UNDER RECORDING NO. 730169.
- (8) STATUTORY WARRANTY DEED RECORDED FEBRUARY 25, 1977 UNDER RECORDING NO. 721764, PLOTTED.

ADJUSTED LEGAL DESCRIPTION (APN: 111983020561009):

LOT 4, THE SOUTH 33.69 FEET OF LOT 3 AND LOT 1, BLOCK 561, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUMES 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON;

EXCEPT THAT PORTION OF LOT 1 AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;
THENCE SOUTH 0°52'06" EAST ALONG THE EAST LINE THEREOF A DISTANCE OF 120 FEET;
THENCE SOUTH 89°07'54" WEST 94.74 FEET TO A POINT IN THE WEST LINE OF SAID LOT;
THENCE NORTH 23°03'42" EAST ALONG SAID WEST LINE A DISTANCE OF 135.4 FEET TO THE NORTHWEST CORNER OF SAID LOT
THENCE SOUTH 85°28'46" EAST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 40 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTHERLY HALF OF VACATED HARDING STREET ADJOINING SAID LOTS 1 AND 4 AS DISCLOSED BY ORDINANCE NO. 526.

TOGETHER WITH 16.40 FEET OF VACATED HARDING STREET PER ORDINANCE NO. 526. SAID STRIP BEING SOUTHERLY AND CONTIGUOUS WITH THE CENTERLINE OF VACATED HARDING STREET.

LEGAL DESCRIPTION (APN: 1119830205540000):

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1164767-OR1 WITH AN EFFECTIVE DATE OF JANUARY 12, 2023.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BENTON, STATE OF WASHINGTON, AND IS DESCRIBED AS FOLLOWS:

BLOCK 554, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 30 FEET OF VACATED HARDING STREET 5-15-69.

EASEMENTS:

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE COMMITMENT NO. NCS-1164767-OR1 WITH AN EFFECTIVE DATE OF JANUARY 12, 2023.

(15) EASEMENTS AS SHOWN UPON THE FACE OF SAID PLAT AND AS AMENDED UNDER AUDITOR'S FILE NO. 373909; NOT PLOTTED. EASEMENTS SHOWN ON SAID PLAT IN BLOCK 554 ARE "IRRIGATION CANAL EASMENTS" WHICH ARE "DELETED" WITH DOC. NO. 373909.

ADJUSTED LEGAL DESCRIPTION (APN: 1119830205540000):

BLOCK 554, PLAT OF RICHLAND, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6 AND 7 OF PLATS, RECORDS OF BENTON COUNTY, WASHINGTON.

TOGETHER WITH THE SOUTH 30 FEET OF VACATED HARDING STREET 5-15-69.

EXCEPT 16.40 FEET OF VACATED HARDING STREET PER ORDINANCE NO. 526. SAID STRIP BEING SOUTHERLY AND CONTIGUOUS WITH THE CENTERLINE OF VACATED HARDING STREET.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____,
AT _____M. IN BOOK _____ OF SURVEYS, AT PAGE _____
AT THE REQUEST OF SANDIS.

BENTON COUNTY AUDITOR OR DEPUTY

ACCURACY STATEMENT

THIS SURVEY WAS PERFORMED WITH A CARLSON BRX7 GNSS SYSTEM AND A LEICA TS15 ROBOTIC TOTAL STATION. PROCEDURES WERE USED THAT MEET OR EXCEED THE REQUIREMENTS OF RCW 58.09, WAC 332-130-085, AND WAC 332-130-090.

SURVEYOR'S NOTES

- 1) THE PURPOSE OF THIS SURVEY TO SHOW FOUND AND SET MONUMENTS FOR THE THE BOUNDARY LINE ADJUSTMENT BETWEEN PARCELS 111983020561009 AND 1119830205540000.
- 2) DATES OF FIELD SURVEY (MONUMENTS FOUND AND SET):
MONUMENTS FOUND: FEBRUARY 7, 2023
MONUMENTS SET:

BASIS OF BEARINGS

WASHINGTON COORDINATE SYSTEM OF 1983, NORTH ZONE, AS DETERMINED BY GNSS RTK MEASUREMENTS RECEIVING CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK (NAD83-2011, EPOCH 2010.00). BEARINGS SHOWN ARE GRID BEARINGS; DIMENSIONS ARE SCALED TO REPRESENT TRUE GROUND LENGTH.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF FORTIFY HOLDINGS, LLC IN JANUARY OF 2023.



PRELIMINARY

DATE: _____.

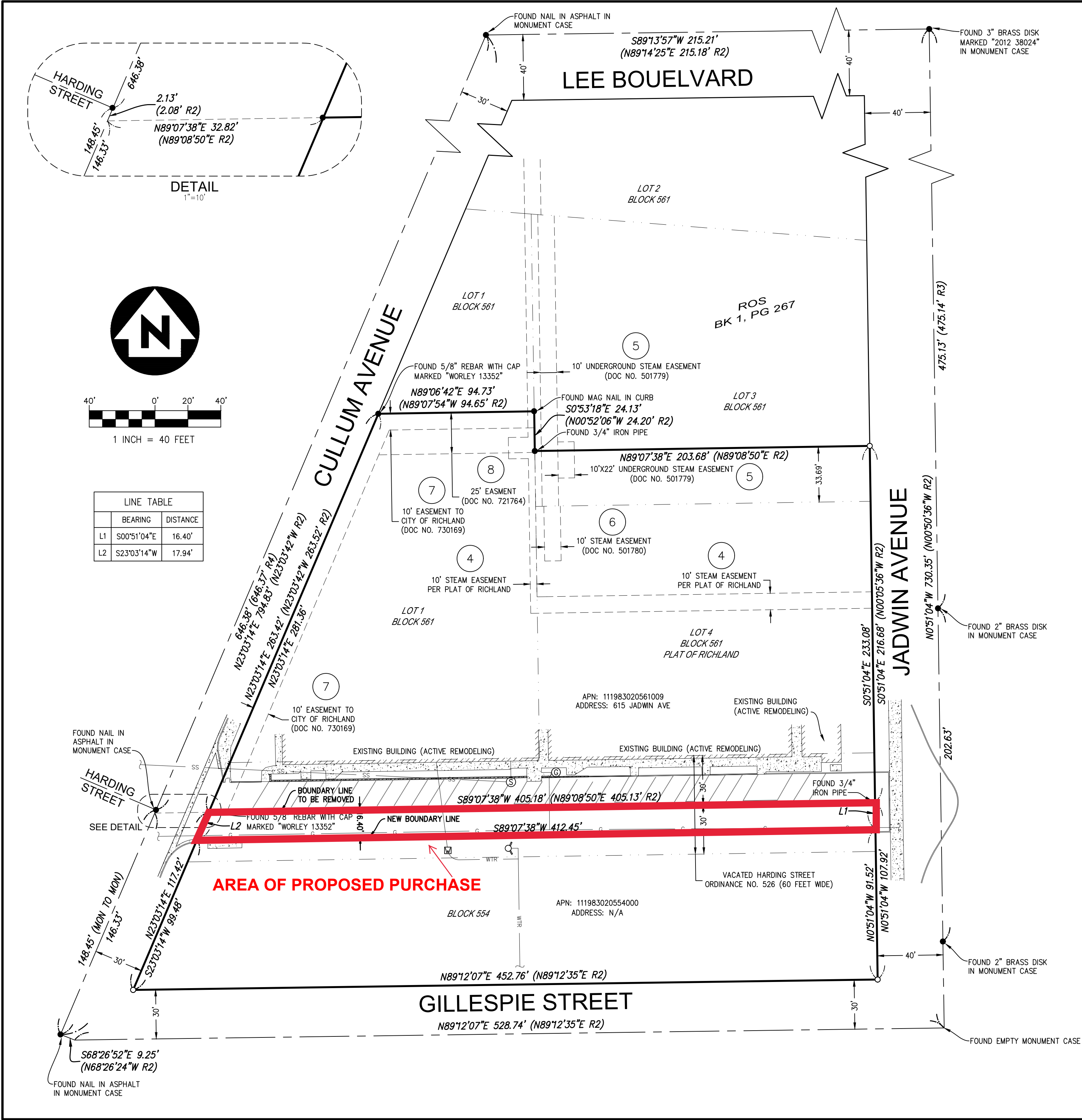
RECORD OF SURVEY
FOR BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF
SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON

PROJECT NO.: 323012 | DATE: 02-15-2023 | SHEET: 1 OF 2



SANDIS
708 N. ARGONNE RD., SUITE 5, SPOKANE VALLEY, WA 99212
509.903.9810 | PNW@sandis.net



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20____
AT _____M. IN BOOK _____ OF SURVEYS, AT PAGE _____
AT THE REQUEST OF SANDIS.

BENTON COUNTY AUDITOR OR DEPUTY

ACCURACY STATEMENT

THIS SURVEY WAS PERFORMED WITH A CARLSON BRX7 GNSS SYSTEM AND A LEICA TS15 ROBOTIC TOTAL STATION. PROCEDURES WERE USED THAT MEET OR EXCEED THE REQUIREMENTS OF RCW 58.09, WAC 332-130-085, AND WAC 332-130-090.

BASIS OF BEARINGS

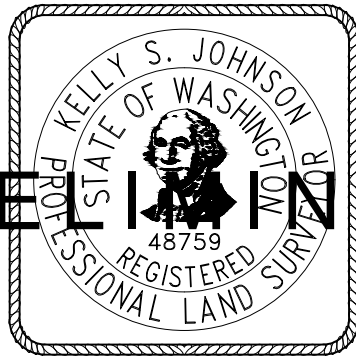
WASHINGTON COORDINATE SYSTEM OF 1983, NORTH ZONE, AS DETERMINED BY GNSS RTK MEASUREMENTS RECEIVING CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK (NAD83-2011, EPOCH 2010.00). BEARINGS SHOWN ARE GRID BEARINGS; DIMENSIONS ARE SCALED TO REPRESENT TRUE GROUND LENGTH.

REFERENCES

- R1 PLAT OF RICHLAND, BOOK 6 AND 7 OF BENTON COUNTY RECORDS, AFN 356196
R2 RECORD OF SURVEY IN BOOK 1 OF SURVEYS, PAGE 267 FILED MAY 12, 1977
R3 RECORD OF SURVEY IN BOOK 1, PAGE 5566 FILED SEPTEMBER 15, 2020
R4 RECORD OF SURVEY IN BOOK 1, PAGE 2923 FILED SEPTEMBER 13, 2001

LEGEND

- PROPERTY LINE
- PROPOSED PARCEL LINE
- ADJOINING PARCEL LINES
- ROAD CENTERLINE
- ORIGINAL LOT LINES PER PLAT
- EASEMENT LINES
- SS: SANITARY SEWER LINE
- WTR: WATER LINE
- G: GAS LINE
- BUILDING FACE
- CURB LINE
- CONCRETE SURFACE
- CONCRETE SURFACE
- RECORD BEARING AND/OR DISTANCE AS NOTED
- FOUND MONUMENT SET...
- SEWER MANHOLE
- WATER METER
- FIRE HYDRANT
- GAS METER



PRELIMINARY

RECORD OF SURVEY
FOR BOUNDARY LINE ADJUSTMENT

LOCATED IN A PORTION OF
SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M.,
BENTON COUNTY, WASHINGTON

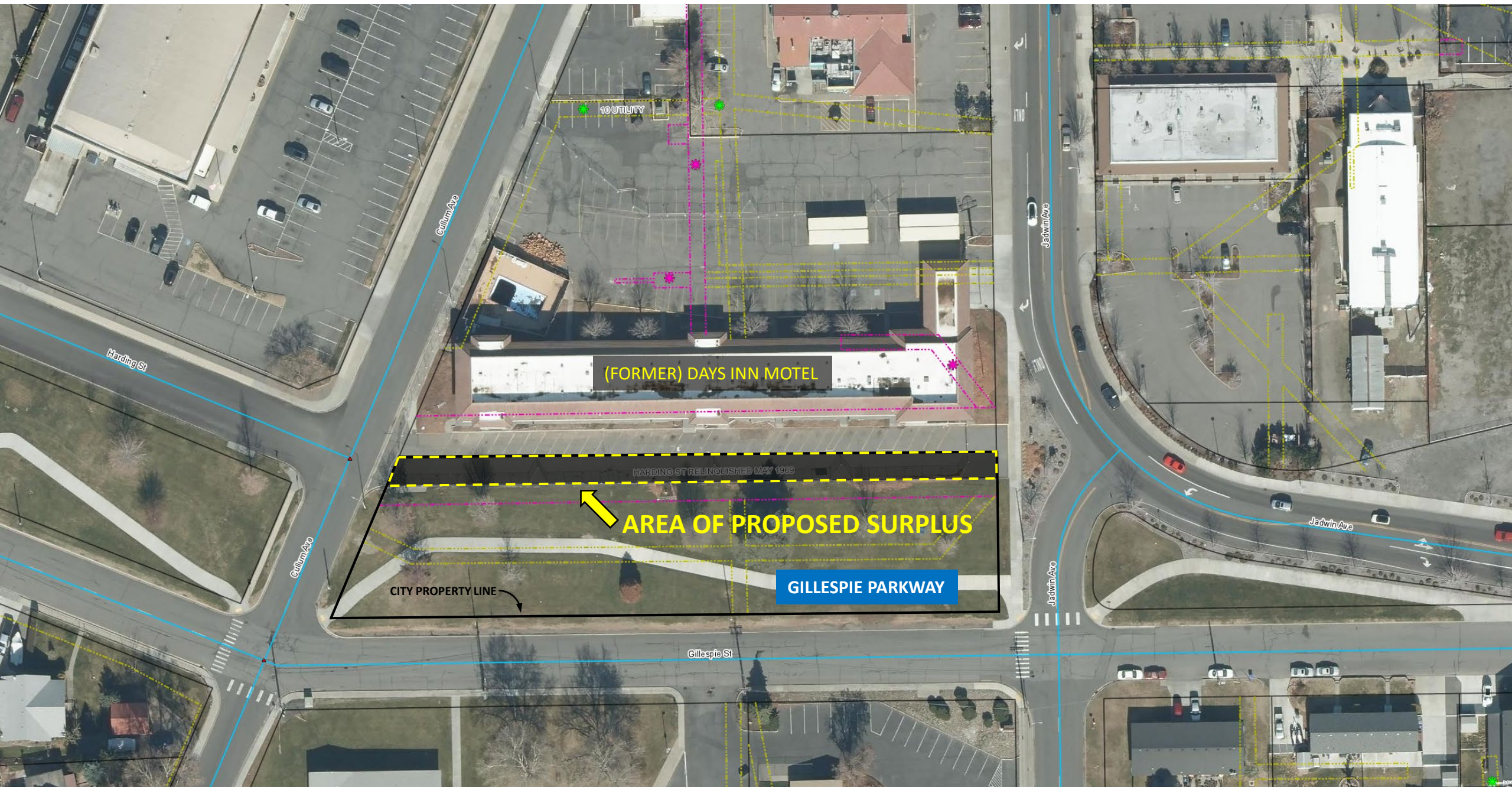
PROJECT NO.: 323012 | DATE: 02-15-2023 | SHEET: 2 OF 2



SANDIS

708 N. ARGONNE RD., SUITE 5, SPOKANE VALLEY, WA 99212
509.903.9810 | PNW@sandis.net

EXHIBIT A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-22, Authorizing a Purchase and Sale Agreement with Dovetail Properties, LLC for Property located at 2573 Robertson Drive

Department/Office
Development Services

Ordinance/Resolution Number:
2024-22

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-22, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Dovetail Properties, LLC for the purchase and sale of 45,308 square feet of city-owned property in the Horn Rapids Business Center.

Summary:

Dovetail Properties, LLC is proposing to purchase a 45,308 square-foot property in the Horn Rapids Business Center located along the south side of Robertson Drive near the intersection with Polar Way. The land will be used for development of an 11,000 square-foot light industrial facility with office space. Randy Bird of Dovetail Properties, LLC is the owner of Core Cabinet Production, a Richland company that manufactures custom cabinetry and currently employs five (5) people. Core Cabinet Production plans to relocate its business to the Horn Rapids Business Center.

The purchase price is \$3.45 per square foot for the 45,308 square-foot property, amounting to a base price of \$156,312. The purchase price is consistent with Resolution No. 2023-106 adopted by the Richland City Council on July 6, 2023. The sale is also subject to road frontage improvement costs for construction of Robertson Drive at a value of \$31,741 for the 153.05-foot-wide lot, resulting to a total overall purchase price of \$188,054.

The City will retain a repurchase right which will allow the City to repurchase the property for the original sale price if Dovetail Properties, LLC fails to submit an application for approval of building plans to the City within eight (8) months of closing, or if construction has not commenced within eighteen (18) months of closing.

The proposed purchase was reviewed and favorably recommended by the Economic Development Committee (EDC) at its January 22, 2024 meeting.

Staff recommends adoption of Resolution No. 2024-22.

Fiscal Impact:

The purchase price is \$3.45 per square foot plus road frontage improvement costs with estimated gross proceeds of \$188,054 for the 45,308 square foot lot. A portion of the proceeds will be distributed to the City's Utility Funds to recover costs for the construction of Horn Rapids Business Center utilities in 1988 as follows: Electric Fund: \$1,993.55; Water Fund: \$3,579.33; Sewer Fund: \$1,313.33. Net proceeds after closing and utility fund allocations will be distributed to the City's Industrial Development Fund for future industrial infrastructure.

Attachments:

1. Resolution No. 2024-22
2. Dovetail Properties, LLC - Purchase & Sale Agreement
3. Dovetail Properties, LLC - Letter of Intent
4. Vicinity Map

RESOLUTION NO. 2024-22

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A PURCHASE AND SALE AGREEMENT BY
AND BETWEEN THE CITY OF RICHLAND AND DOVETAIL
PROPERTIES, LLC.**

WHEREAS, the City of Richland is the owner of approximately one (1) acre of surplus property located along the south side of Robertson Drive near Polar Way in the Horn Rapids Business Center; and

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

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

WHEREAS, pursuant to Resolution No. 2023-106, adopted by Richland City Council on July 6, 2023, the 45,308 square-foot property is available for sale at \$3.45 per square foot, amounting to a base price of \$156,312; and

WHEREAS, the price of the property is also subject to road frontage improvement costs for the construction of Robertson Drive amounting to \$31,741 for the 153.05-foot wide lot; and

WHEREAS, Dovetail Properties, LLC, the owner of Core Cabinet Production, a Richland company that manufactures custom cabinetry, has agreed to purchase the property for the total purchase price of \$188,054; and

WHEREAS, the City will retain a repurchase right under the Purchase and Sale Agreement if Dovetail Properties, LLC has not submitted an application for approval of building plans within eight (8) months of closing, and if construction of its facility has not commenced within eighteen (18) months of closing; and

WHEREAS, sale proceeds will be spent on industrial development activities and capital improvements in the Horn Rapids Triangle; and

WHEREAS, at its January 22, 2024 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 45,308 square-foot property in the Horn Rapids Business Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Purchase and Sale Agreement and all related documents necessary to complete the sale of property to Dovetail Properties, LLC as identified herein.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2573 Robertson Drive (Horn Rapids Business Center)

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

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2573 Robertson Drive, City of Richland, Benton County, Washington, which is legally described in **Exhibit A** attached hereto (hereinafter referred to as the “Property”).

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

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

2. Purchase Price. The total purchase price for the Property shall be **One Hundred Eighty-Eight Thousand Fifty-Four dollars and no cents (\$188,054.00)** (the “Purchase Price”). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Cascade Title Company (the “Title Company”) at Closing (as defined in Section 6 below).

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

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

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

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

4. Title Matters.

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

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

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

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

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

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

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

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

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

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

7. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Purchaser further represents that the Property will be developed with a minimum of 11,000 square feet of light industrial facility. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set

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

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

8. Casualty and Condemnation.

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

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

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

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

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

11. Miscellaneous.

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

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

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

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

If to Purchaser: James R. Bird
2837 Copperbutte Street
Richland, Washington 99354
509.713.3070
randy@corecabinetproduction.com

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

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

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

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

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

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

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

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

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of development of a minimum of 11,000 square feet of light industrial facility, subject to the following:

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

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

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

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

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

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-six (36) months of Closing or until such time as when the City has issued a Certificate of Occupancy for the development of the light industrial facility, whichever is earlier.

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

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington. If the Memorandum of Repurchase Right is recorded, Seller and Purchaser agree to execute a Termination of Repurchase Right upon the expiration of the Repurchase Survival Period to be recorded at Purchaser's expense.

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

**DOVETAIL PROPERTIES, LLC –
PURCHASER**

By: Jon Amundson, ICMA-CM
Its: City Manager

By: Randy Bird
Its: Owner

Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley, City Attorney

Exhibit A
Legal Description and Survey

PARCEL 3, RECORD SURVEY NO. 5946 (BINDING SITE PLAN)

(Survey to follow)

DRAFT

RECORD OF SURVEY NO. **5946**

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

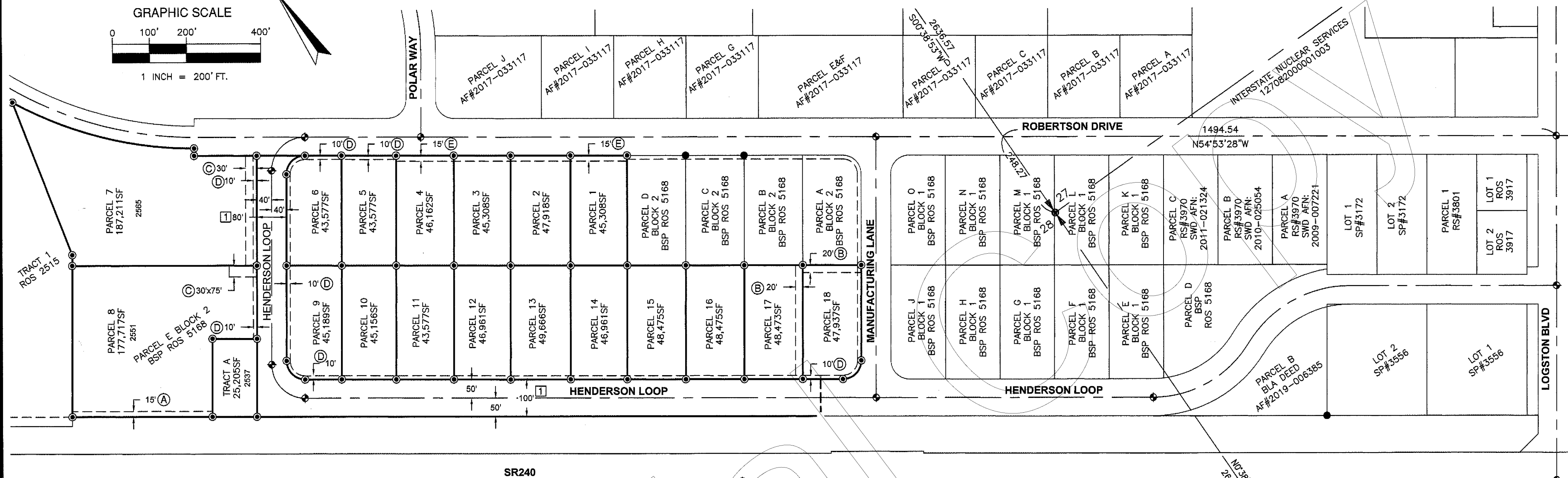
STATEMENT OF AMENDMENT

THE PURPOSE OF THIS SURVEY IS TO CORRECT DIMENSIONS DEPICTING WIDTH FOR
HENDERSON LOOP RIGHT-OF-WAY, DEDICATED RIGHT-OF-WAY CORRECTED TO BE 80.00
FEET WIDE, AS SHOWN HEREON. SHEET 1 AND 2.

GRAPHIC SCALE



1 INCH = 200' FT.



DESCRIPTION

LOT E, BLOCK 2, BINDING SITE PLAN 5168, RECORDED IN VOLUME 1 OF SURVEYS, PAGE 5168, UNDER AUDITOR'S FILE NUMBER 2019-010507, RECORDS OF BENTON COUNTY, WASHINGTON.

CONTAINS ~1,338,666 SF/30.73 ACRES.

BINDING SITE PLAN NOTES

- THIS AMENDED BINDING SITE PLAN REFERENCES, AMENDS, AND INCLUDES THE REQUIREMENTS FROM THE ORIGINAL BINDING SITE PLAN NO. 08-95, DATED FEBRUARY 5, 1995, AND THE UPDATED HORN RAPIDS MASTER PLAN APPROVED BY CITY COUNCIL APRIL 5, 2016.
- ALL LOTS CREATED BY THIS AMENDED BINDING SITE PLAN ARE SERVED BY PUBLIC ROADS AND UTILITIES IN ROBERTSON DRIVE, MANUFACTURING LANE AND HENDERSON LOOP. CITY OF RICHLAND PROVIDED ELECTRICAL, POTABLE WATER, SANITARY SEWER, AND STORM WATER. THE HENDERSON LOOP WEST - ROADWAY AND UTILITIES PROJECT CONSTRUCTION PLANS, DATED MARCH 2018, ARE REFERENCED HEREIN AND ARE THE APPROVED PUBLIC RIGHT-OF-WAY AND UTILITIES FOR THIS AMENDED BINDING SITE PLAN. ADDITIONALLY, THE ROBERTSON DRIVE EXTENSION, ROAD A AND 1ST STREET IMPROVEMENTS, DATED MAY 2014, ARE ALSO REFERENCED HEREIN AND PROVIDE ROADWAY AND PUBLIC UTILITY ACCESS TO THE LOTS FRONTING ROBERTSON DRIVE.
- ALL LOTS HAVE BEEN GRADED TO FINAL ELEVATIONS PRIOR TO THIS AMENDED BINDING SITE PLAN.
- ALL EASEMENTS SHOWN ON THIS AMENDED BINDING SITE PLAN ARE APPROVED AND CREATED BY THIS AMENDED BINDING SITE PLAN AS PUBLIC UTILITY EASEMENTS FOR THE BENEFIT OF THE CITY OF RICHLAND.
- ALL DRIVEWAY ENTRANCES SHALL BE AT LEAST 25 FEET FROM THE RIGHT-OF-WAY LINE OF AN INTERSECTING STREET.

BINDING SITE PLAN EASEMENT NOTES

- (A) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, EXCLUSIVE FOR WATER PURPOSES.
- (B) HEREIN DEDICATED TO THE CITY OF RICHLAND: 20' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (C) HEREIN DEDICATED TO THE CITY OF RICHLAND: 30' EASEMENT, EXCLUSIVE FOR SEWER PURPOSES.
- (D) HEREIN DEDICATED TO THE CITY OF RICHLAND: 10' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.
- (E) HEREIN DEDICATED TO THE CITY OF RICHLAND: 15' EASEMENT, NON-EXCLUSIVE FOR UTILITY PURPOSES.

BINDING SITE PLAN RIGHT-OF-WAY NOTES

- (1) HEREIN DEDICATED TO THE PUBLIC: PUBLIC RIGHT-OF-WAY FOR ROAD PURPOSES AS SHOWN HEREON.

SURVEYOR'S NOTES

- DATE OF SURVEY/MONUMENTS VISITED: JULY 2023.
- BASIS OF BEARING: NAD83(2011) WASHINGTON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
- UNITS OF MEASURE ARE SURVEY GRID: SURVEYED DISTANCES SHOWN ARE US SURVEY FEET GRID DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000092417 TO ACHIEVE GROUND (PLANE) DISTANCES. DEED DISTANCES AND THE SQUARE FOOTAGE OF LOTS ARE GROUND (PLANE) DISTANCES. MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999907592 TO ACHIEVE GRID DISTANCES.
- EQUIPMENT/PROCEDURES: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090.
- THE PURPOSE OF THIS SURVEY IS TO RECORD THE CENTERLINE OF THE EXTENSIONS OF HENDERSON LOOP AND MANUFACTURING WAY AS CONSTRUCTED IN DECEMBER 2018 & TO AMEND A PORTION OF BINDING SITE PLAN, VOLUME 1 OF SURVEYS, PAGE 2056, RECORDED UNDER AUDITOR'S FILE NUMBER 95-18807.
- (XXX.XX) GROUND DISTANCES.
- (1) FOUND 2.5" BRASS CAP IN MONUMENT CASE.
- (2) FOUND BRASS CAP IN MONUMENT CASE. NO PUNCH AND NO MARKINGS FOUND ON BRASS CAP AT TIME OF SURVEY. LOCATION RECORDED AS CENTER OF BRASS CAP INSIDE MONUMENT CASING.
- (3) FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774"
- CALCULATED POINT ROS 2515, AFN:1998-022820, NOT FOUND OR SET
- SET 5/8" REBAR AND CAP " PERMIT SURVEYING, INC 54534"
- SET PK NAIL STAMPED "LS 54534"
- [M]=MEASURED
- [R]=RECORD *SEE NARRATIVE

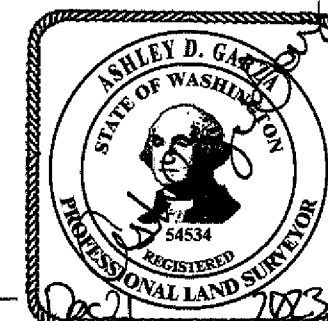
SURVEYOR'S NARRATIVE

THE MONUMENT AT THE INTERSECTION OF LOGSTON BOULEVARD AND ROBERTSON DRIVE MEASURES 0.13 NORTH OF THE RECORDED DISTANCE AS SHOWN ON SHORT PLAT 3556, RECORDED UNDER AUDITOR'S FILE NUMBER 2018-001661. LOCATION OF INTERSECTION AND BEARING OF RECORD FOR ROBERTSON DRIVE HELD AS DESCRIBED IN CITY OF RICHLAND ORDINANCE 07-15, RECORDED UNDER AUDITOR'S FILE NUMBER 2015-008673 AND AS DEPICTED ON RECORD OF SURVEY 4575 RECORDED UNDER AUDITOR'S FILE NUMBER 2015-003647.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEYS, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Merry Bradigh, deputy
FEE NO. 2624-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.Ashley D. Garza 12/21/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534
**PERMIT
SURVEYING
NC**
2245 Robertson Drive
Richland, Washington 99354Office 509-375-4123
Fax 509-371-0999DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 1 OF 3

RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025

AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056

PREPARED FOR

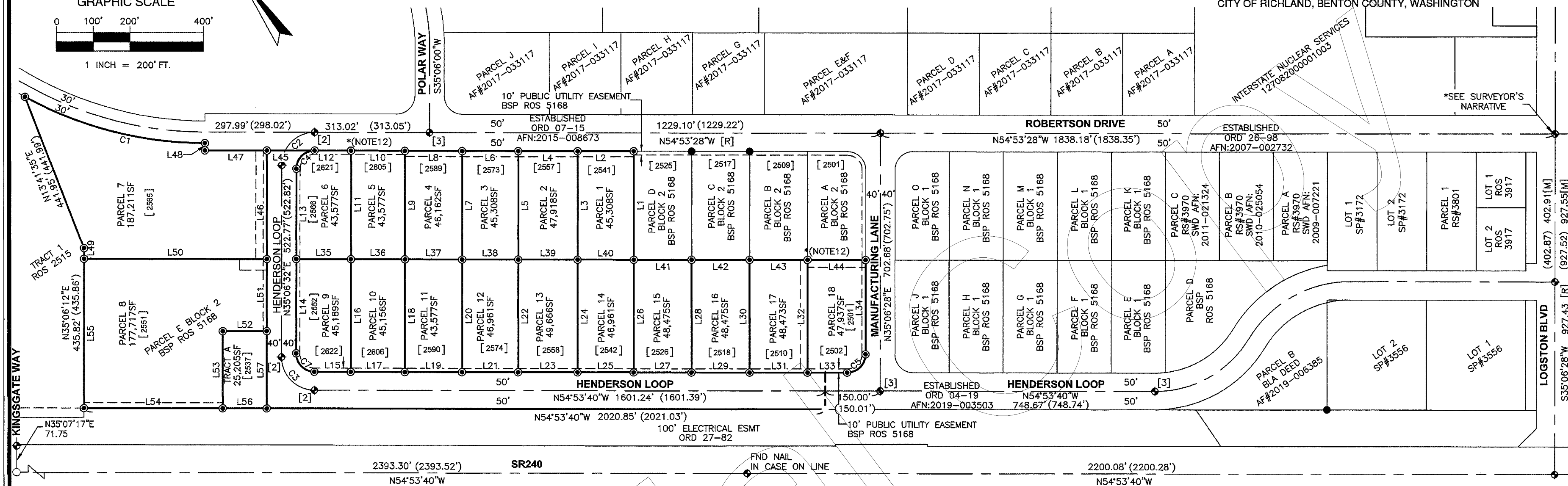
THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

GRAPHIC SCALE

0 100' 200' 400'

1 INCH = 200' FT.



Line Table			
Line #	Grid Length	Ground Length	Direction
L1	295.97	296.00	N35°06'28"E
L2	153.06	153.07	N54°53'28"W
L3	295.97	296.00	S35°06'28"W
L4	161.87	161.89	N54°53'28"W
L5	295.97	296.00	N35°06'28"E
L6	153.05	153.07	N54°53'28"W
L7	295.98	296.00	S35°06'28"W
L8	155.94	155.95	N54°53'28"W
L9	295.98	296.01	S35°06'28"W
L10	147.20	147.22	N54°53'28"W
L11	295.98	296.01	S35°06'28"W
L12	99.01	99.02	N54°53'28"W
L13	245.99	246.01	S35°06'32"W
L14	256.79	256.81	S35°06'32"W
L15	99.02	99.03	S54°53'40"E
L16	306.79	306.82	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L17	147.20	147.22	S54°53'40"E
L18	306.78	306.81	N35°06'28"E
L19	155.94	155.95	S54°53'40"E
L20	306.78	306.80	N35°06'28"E
L21	153.05	153.07	S54°53'40"E
L22	306.77	306.80	N35°06'28"E
L23	161.87	161.89	S54°53'40"E
L24	306.76	306.79	N35°06'28"E
L25	153.06	153.07	S54°53'40"E
L26	306.76	306.79	N35°06'28"E
L27	158.00	158.01	S54°53'40"E
L28	306.75	306.78	N35°06'28"E
L29	158.00	158.01	S54°53'40"E
L30	306.74	306.77	N35°06'28"E
L31	158.00	158.01	S54°53'40"E
L32	306.74	306.77	N35°06'28"E

Line Table			
Line #	Grid Length	Ground Length	Direction
L33	108.01	108.02	S54°53'40"E
L34	256.74	256.76	N35°06'28"E
L35	149.02	149.03	S54°53'32"E
L36	147.20	147.22	S54°53'32"E
L37	155.94	155.95	S54°53'32"E
L38	153.05	153.07	S54°53'32"E
L39	161.87	161.89	S54°53'32"E
L40	153.06	153.07	S54°53'32"E
L41	158.00	158.01	S54°53'32"E
L42	158.00	158.01	S54°53'32"E
L43	158.00	158.01	S54°53'32"E
L44	158.00	158.01	S54°53'32"E
L45	130.00	130.01	N54°53'28"W
L46	295.99	296.02	S35°06'32"W
L47	169.11	169.13	N54°53'28"W
L48	20.00	20.00	N54°53'28"W

Line Table			
Line #	Grid Length	Ground Length	Direction
L49	29.01	29.01	S35°06'12"W
L50	498.76	498.80	S54°53'32"E
L51	196.79	196.80	S35°06'32"W
L52	120.00	120.01	N54°53'40"W
L53	210.00	210.02	S35°06'32"W
L54	378.72	378.75	N54°53'40"W
L55	406.81	406.84	N35°06'12"E
L56	120.00	120.01	N54°53'40"W
L57	210.00	210.02	N35°06'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.80	1029.90	28°28'20"	S40°40'08"E	506.55
C2	141.37	90.00	90°00'00"	S80°06'32"W	127.28
C3	141.38	90.00	90°00'12"	S09°53'34"E	127.28
C4	78.54	50.00	90°00'00"	S80°06'32"W	70.71
C5	78.53	50.00	89°59'52"	N80°06'24"E	70.70
C7	78.54	50.00	90°00'12"	S09°53'34"E	70.71

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	511.84	1030.00	28°28'20"	S40°40'08"E	506.59
C2	141.38	90.01	90°00'00"	S80°06'32"W	127.29
C3	141.39	90.01	90°00'12"	S09°53'34"E	127.29
C4	78.55	50.00	90°00'00"	S80°06'32"W	70.72
C5	78.54	50.00	89°59'52"	N80°06'24"E	70.71
C6	78.55	50.00	90°00'12"	S09°53'34"E	70.72

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Branda Chilton by Merry Brabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY
OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/11/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



PERMIT
SURVEYING
NC

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 12/11/2023
SCALE: 1"=200'
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159
SHEET 2 OF 3

APPROVALS

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 2023. PARCEL NO. 128081BP5168016

Kenneth Spencer by Nicole Upmoe
BENTON COUNTY TREASURER

1-11-2024
DATE

THE BINDING SITE PLAN IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, STATE OF WASHINGTON.

[Signature]
ENGINEER, CITY OF RICHLAND

1/2/2024
DATE

[Signature]
SUBDIVISION ADMINISTRATOR, CITY OF RICHLAND

1/2/2024
DATE

OWNER'S CERTIFICATE

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE THE OWNER'S OF THE TRACT OF LAND DESCRIBED HEREON, THAT WE HAVE CAUSED SAID LAND TO BE SURVEYED AND PLATTED INTO LOTS AS SHOWN AND THAT THE ROAD RIGHTS-OF-WAYS AND EASEMENTS ON THE BINDING SITE PLAN ARE HEREBY GRANTED FOR THE USES AND PURPOSES SHOWN HEREON.

[Signature]
JON AMUNDSON, CITY MANAGER

1/2/2024
DATE

Jennifer Rogers
JENNIFER ROGERS, CITY CLERK

1/2/2024
DATE

ACKNOWLEDGMENT

STATE OF WASHINGTON

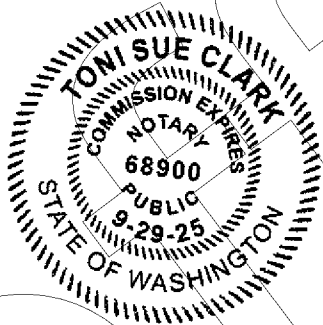
COUNTY OF BENTON

SS.

ON THIS 2nd DAY OF January, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED JON AMUNDSON AND JENNIFER ROGERS, TO ME KNOWN TO BE THE CITY MANAGER AND CITY CLERK, RESPECTIVELY, OF THE CITY OF RICHLAND, WASHINGTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID MUNICIPAL CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Toni Sue Clark
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT Bennetwick
MY COMMISSION EXPIRES 09/29/2025
Toni Sue Clark
PRINT NAME



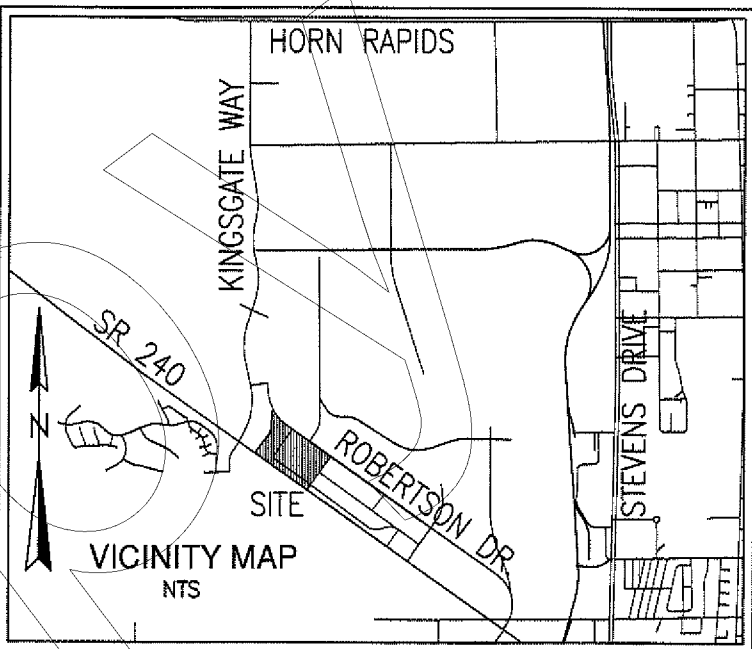
RECORD OF SURVEY NO. 5946

AMENDING RECORD OF SURVEY 5927

RECORDED UNDER AFN 2023-025025
AMENDING BINDING SITE PLAN-VOLUME 1 OF SURVEYS, PAGE 2056
PREPARED FOR

THE CITY OF RICHLAND

A PORTION OF THE SE 1/4 OF THE NE1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 28,
TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF January, 2024 A.D. AT 12:02 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 5946 AT THE REQUEST OF
ASHLEY D. GARZA
BENTON COUNTY AUDITOR Brenda Chilton by Mary Coabright, deputy
FEE NO. 2024-000769

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JUNE 2023.

Ashley D. Garza 12/2/2023
ASHLEY D. GARZA
CERTIFICATE NO. 54534



**PERMIT
SURVEYING
NC**

2245 Robertson Drive
Richland, Washington 99354

Office 509-375-4123
Fax 509-371-0999

DATE: 10/30/2023
SCALE: NONE
DRAWN BY: ADG
APPROVED BY: ADG
PROJECT: 17159

SHEET 3 OF 3

LETTER OF INTENT TO PURCHASE REAL ESTATE

The purpose of this Letter of Intent is to set forth the interest of Dovetail Properties, LLC to purchase real estate from the City of Richland, specifically Parcel 3 as shown on Record of Survey No. 5927.

Once purchased, Dovetail Properties proposes to construct a pre-engineered metal building of approximately 75 feet wide by 150 feet long (11,250 sq. ft.) with 20-foot-high walls.

The building will be leased to Core Cabinet Production, LLC, who will use the building as a manufacturing facility for custom cabinets. Core Cabinet Production currently employs 5 individuals.

It is anticipated that the total investment of this development including all land, engineering, permit, and construction cost will be approximately \$1,400,000.00.



James R. Bird, Partner
Dovetail Properties, LLC



DOVETAIL PROPERTIES, LLC
1 ACRE PURCHASE: 2573 ROBERTSON DRIVE
(11,000 SF FACILITY)

HORN RAPIDS
COMMERCIAL PLAZA

HORN RAPIDS
GOLF COURSE COMMUNITY

HORN RAPIDS BUSINESS CENTER



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-23, Awarding Commercial Façade Improvement Grant Funds to Rattlesnake Mountain Brewing Company

Department/Office
Development Services

Ordinance/Resolution Number:
2024-23

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-23, authorizing the City Manager to sign and execute a grant agreement with Rattlesnake Mountain Brewing Company for a Commercial Façade Improvement Fund grant of \$20,000 in accordance with its CFIP2023-104 application.

Summary:

Rattlesnake Mountain Brewing Company has applied for façade improvement funds to update its building exterior located at 2696 North Columbia Center Boulevard. The building was built in 1980, and the building's exterior remains original except for a 2014 roof replacement. The adjacent buildings, Fable Craft Bar (formerly McDougal's) and Riverside Plaza, were recently fully remodeled, bringing new life to this commercial center.

Richland City Council adopted the Commercial Façade Improvement Program on July 15, 2008 through Ordinance No. 15-08. Program guidelines and procedures were updated on August 1, 2017 through Resolution No. 136-17. Rattlesnake Mountain Brewing Company proposes to use the funds to replace windows and doors and repaint the outside of the building. The proposed improvements are eligible expenses per the City's adopted evaluation criteria.

In addition, the project includes other improvements to the façade and interior beyond those eligible for reimbursement through the Commercial Façade Improvement Program. Eligible improvements funded by the Façade Improvement Program in this location are those upgrades visible from Columbia Center Boulevard and/or Columbia Park Trail. The total project cost is estimated at \$49,976.56, of which \$44,188.29 is eligible for the maximum program match of \$20,000.

The Economic Development Committee reviewed and favorably recommended the proposal at its January 22, 2024 meeting. The EDC recommends awarding the maximum program match of \$20,000.

Staff recommends adoption of Resolution No. 2024-23.

Fiscal Impact:

If approved, the City will reimburse up to \$20,000 for the identified improvements. The Commercial Façade Improvement Program would have a remaining balance of \$106,580 for additional 2024 projects.

Attachments:

1. Resolution No. 2024-23
2. Rattlesnake Mountain Brewing Company Application (CFIP2023-104)
3. Current Building Conditions
4. Vicinity Map

RESOLUTION NO. 2024-23

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AWARDING COMMERCIAL FAÇADE IMPROVEMENT PROGRAM
FUNDS TO RATTLESNAKE MOUNTAIN BREWING COMPANY.**

WHEREAS, the improvement of the exterior of buildings in the City of Richland enhances the overall appearance and economic character of the City; and

WHEREAS, Ordinance No. 15-08, as amended, established the Commercial Façade Improvement Program (CFIP) intended to encourage economic development and the reduction of blight within the City; and

WHEREAS, the Economic Development Committee (EDC) reviews and recommends to the Richland City Council projects for funding from the CFIP; and

WHEREAS, at its January 22, 2024 meeting, the EDC provided a positive recommendation to award \$20,000 in CFIP funds to Rattlesnake Mountain Brewing Company to reimburse eligible expenses associated with improving the façade at 2696 North Columbia Center Boulevard consistent with RMC 5.04.388 and as further described in the CFIP application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Commercial Façade Improvement Program funding agreement with the owner of Rattlesnake Mountain Brewing Company in the amount of \$20,000.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



Commercial Façade Improvement Program

Application

Applicant Name	Heather Peak	Applicant Title	Bookkeeper
Applicant Phone	509-366-7784	Applicant Email	rmbcheather@yahoo.com
Applicant Mailing Address	PO Box 6317, Kennewick, WA 99336		
Applicant Relationship to Business	Employee		
Business Name	Rattlesnake Mountain Brewing	Business Phone	5097835747
Age of Building	44 years	UBI Number	602130541
Project Physical Address	2696 N Columbia Center Blvd, Richland, WA 99352		
Project Cost	\$ \$44,188.29 (amended)	Amount Requested	\$ \$20,000.00 (amended)
Amount of funding requested may not exceed 50% of project cost, and the maximum grant reimbursement is \$20,000.00 per enclosed unit (see graphic within guidelines and procedures document).			
Is the property owner different than the business owner? ☐ Yes ☒ No (If yes, complete section in yellow below)			
Owner Name		Property Manager	
Owner Phone		Owner Email	
Owner Mailing Address			
Have you obtained permission to complete this project from the property owner? ☒ Yes ☐ No			
1) Have you used this program before? ☐ Yes ☒ No (If yes, complete section 1a)			
1a) For what purpose or project did you use this program in the past? Please indicate the year utilized, and the funding amount you received. Attach one photo of the completed project to this application.			
2) Provide a brief description of the proposed improvements and note how you believe they will enhance the area surrounding your business. Attach a photo, rendering, or sketch of the proposed improvement to this application. Attach additional pages as necessary.			
We are hoping to replace all the windows and exterior doors to our area. As our building is 44 years old, these items have become discolored, sagged, or broken. It will give an overall freshness to the building and area.			
3) Will the project require any permits? ☐ Yes ☒ No (If yes, complete section 3a)			
3a) Please indicate which permits you may need to obtain.			
☐ City of Richland Building Permits		☐ City of Richland Right-of-Way Permits	
☐ City of Richland Sewer/Water Permits		☐ Washington State Liquor Licensing	
4) Have you consulted with Richland Development Services? ☐ Yes ☒ No			
4a) If yes, which building division official did you speak with? If no, please email building@ci.richland.wa.us to set a consultation appointment.			

5) Can the project be completed within 12 months? Please explain.

Yes. It is expected to take 1-2 weeks.

Revenue (Attach additional pages as necessary)	
Source	Amount
Personal Funds	\$ \$33,253.50 \$24,188.29
CFIP Grant	\$ 20,000.00
	\$
	\$
	\$
	\$
Total	\$ \$33,253.50 \$44,188.29
Expenses (Attach additional pages as necessary)	
Source	Amount
Pannonia Glass Company	\$ \$33,253.50 \$27,465.23
Apex Painting	\$ 16,723.06
	\$
	\$
	\$
	\$
Total	\$ \$33,253.50 \$44,188.29

You may use additional pages if necessary to complete the application. Please attach any additional information about the project or your organization that you believe is relevant to this application.

Application Requirements

Please check the box beside each item to note that you have met that requirement.

☒	Requirements for Submittal
☒	The business applicant has a current Richland Business License
☒	The applicant has available funds to complete the project before requesting reimbursement from the City
☒	The project complies with Richland Municipal Code and all applicable building and life safety codes
☒	The project improvements are clearly visible to the general public
☒	The reimbursement request is no more than 50% of total project cost
☒	The project requests reimbursement of no more than \$20,000 per enclosed unit in this application
☒	The project is well designed, and the applicant provided a sketch or rendering of the proposal
☒	The project is permanent and long lasting
☒	The applicant provided two (2) estimates for the project

Application Review Criteria

In order to encourage applicants to incorporate multiple improvements into a given project, it is recommended that all projects submitted attempt to ***fulfill some or all of the criteria listed below***. It is not required that a project fulfill each criterion, but projects that fulfill multiple criteria will be looked upon more favorably. The Economic Development Committee reserves the right to reject or table applications for further review if they do not meet the criteria described.



CRITERIA CONSIDERED

Physical



The project enhances the building and surrounding neighborhood



The project enhances existing historical or architectural features



The project is designed in consistency with the surrounding area



The project enhances the immediate common area shared by two or more businesses



The project is decorative and/or artfully designed in compatibility with its surrounding area



The project improvements replace existing aging or decaying exterior appurtenances

Programmatic Goals



The project clusters two or more on-site improvements



It is the first application awarded at the project site



The improvements are in an area identified as a priority funding area



The project narrative describes the project's positive economic impact on the business

Relationship Building



The project encourages favorable aesthetics in a shopping strip or center with adjacent retail/commercial vacancies



The project is performed in tandem with another demonstrated economic development effort in the immediate area, or is made by two or more adjacent businesses

By signing below, you are affirming that you:

- Have read the **Commercial Facade Improvement Program Guidelines and Procedures** document
- Are aware of the limitations of this program
- Certify that requested funds will only be used for purposes as described in this application and/or as approved by the City of Richland
- You understand that use of funds is subject to audit by the State of Washington
- Will submit, if approved for award, a detailed project schedule and updated budget within 30 days of receipt of a fully executed contract

eSigned via SeamlessDocs.com

Heather Renee Peak

Signature

Heather Renee Peak

10-27-2023

Printed Name

Date

Application Submittal

Applications completed digitally:

- Applications that were completed digitally may be saved and sent via email to info@richlandbusiness.com
- Save your application with a different file name than the original
- Attach any accompanying documentation as a separate attachment, saved as a PDF or JPG

Applications completed handwritten:

- Applications that are handwritten may be sent via email, dropped off, or mailed
- If sent via email, please legibly scan your document as a PDF
- If dropped off, bring to 625 Swift Blvd. in Richland: Attn: Mandy Wallner
- If mailed, mail to:

Richland BEDO
Attn: Mandy Wallner, Economic Development
625 Swift Boulevard, MS-18
Richland, WA 99352

APEX PAINTING LLC

Estimate

APEXPPL876PP

6807 W. Henry
Pasco, WA 99301

Phone #

509-380-5681

E-mail

apexpainting600@yahoo.com

Date	Estimate #
12/5/2023	478

Rattlesnake Brewing
2696 Col Center Blvd
99352
ATTN# Kyle

Description	Qty	Rate	Total
Scope of work to be done at 2696 Col Center Blvd Richland Wash Exterior repaint		0.00	0.00
Powerwash and allow for dry time.		0.00	0.00
Caulk Exterior as needed		0.00	0.00T
Mask to protect against overspray, drips and splatters.		0.00	0.00
Apex Painting LLC provides a one year warranty on all workmanship.		0.00	0.00
All remaining paint / primer will be left at the job site for future touch-ups.		0.00	0.00
This estimate covers materials, tools, sundries, and labor.		0.00	0.00
Total Square footage of the Restaurant 7372	7,372	1.65	12,163.80T
Total Square footage of the Deck is 1167	1,167	1.65	1,925.55T
Total Square footage of Out building and Fencing 785	785	1.65	1,295.25T
this includes up to 3 colors, estimate is for white based paint colors only		0.00	0.00

A loaner Color fan may be provided upon request!

Subtotal \$15,384.60

Sales Tax (8.7%) \$1,338.46

Total \$16,723.06

Pannonia Glass Company

There when you need us.

4321 W Agate St, Pasco, WA 99301
Phone: 509-528-9212
Email: attila@pannoniaglass.com

QUOTE # 3062

DATE: NOVEMBER 3 2023

To: Rattlesnake Mountain Brewing
Job site: 2696 N Columbia Center Blvd
Richland, WA

SALESPERSON	CUSTOMER NAME	PAYMENT TERMS	QUOTE EXPIRES
Attila	Heather	50% Down, balance due at completion of work.	August 30 2023

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	36" x 84" Steel entry door with panic bar and door closer. Painted.		\$2,320.00
4	New door closers and glass repair on main entry door.		\$995.00
1	43 1/2" x 77 1/2" double pane tempered door unit for commercial door on the back wall facing the river.		\$1,695.00
1	New panic bar for the above commercial door.		\$350.00
2	52 3/4" x 59 1/4" tempered double pane window units.		\$2,860.00
8	52 3/4" x 59 1/4" annealed double pane window unit.		\$7,730.00
3	34 1/2" x 59 1/4" annealed double pane window units.		\$2,879.00
2	28 1/4" x 51 1/4" annealed double pane window units.		\$794.00
1	33 1/2" x 59 1/2" annealed double pane window unit.		\$580.00
1	33 1/2" x 59 1/2" tempered double pane window unit.		\$795.00
1	33 1/2" x 46 1/8" annealed double pane window unit.		\$506.00
1	36" x 80" new door slab. <u>Painted.</u> (back of building next to the office.) No handle set!		\$1,300.00
1	36" x 84" door with jamb. <u>Painted.</u> (back door) No handle set!		\$1,600.00
1	72" x 50" double pane window unit for Heather's office.		\$863.00
	Remove all existing window units and wood dividers and install new window units.		
	Stain or paint finishing of new wood trim and dividers is included in this quote.		

Credit card convenience fee: 2.9%

SUBTOTAL	\$25,267.00
SALES TAX	\$2,198.23
TOTAL	\$27,465.23

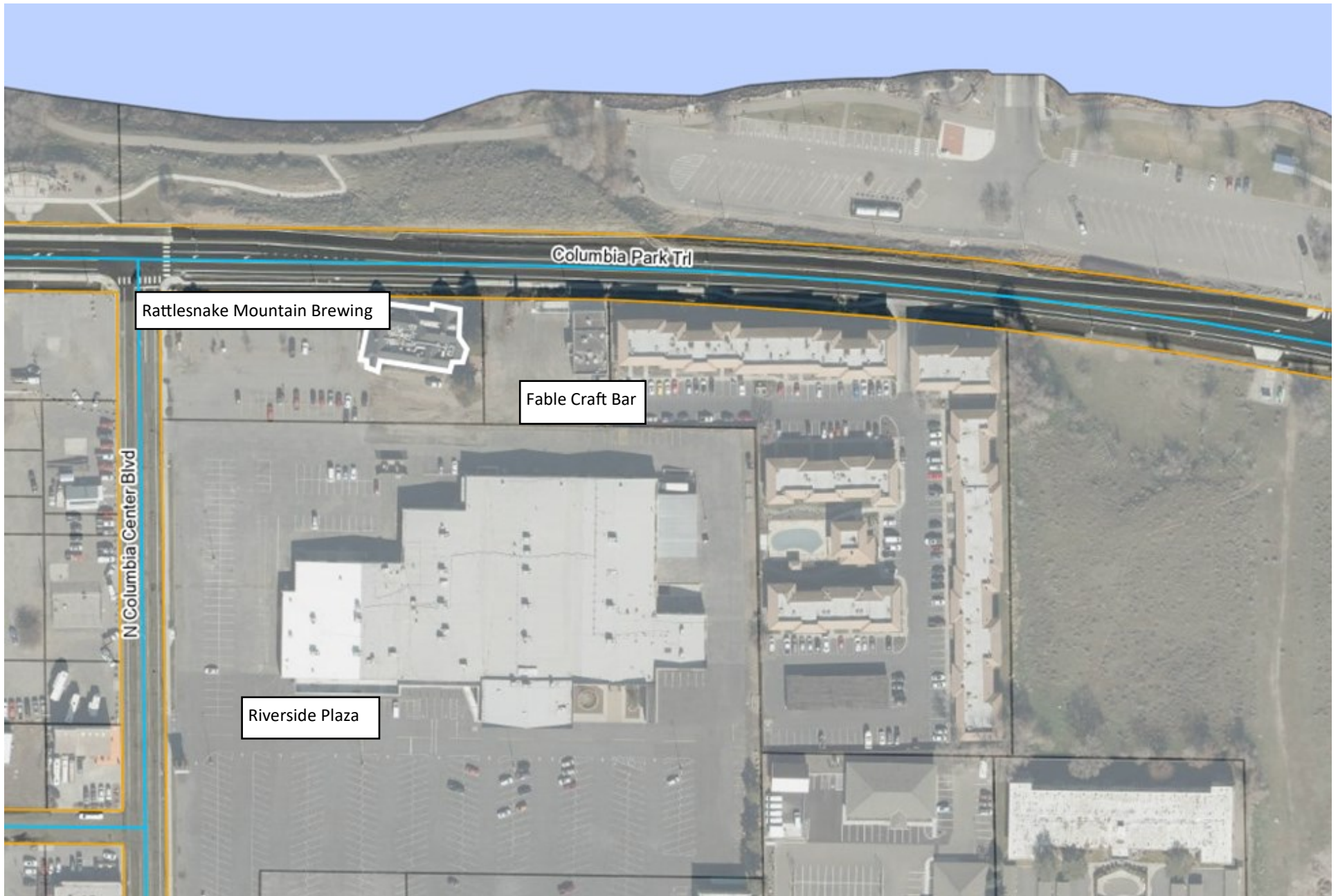
To accept this quote, please sign and return to us with your down payment: _____





VICINITY MAP

RATTLESNAKE MOUNTAIN BREWING





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 2024-24, Approving the Final Plat of South Orchard - Phase One

Department/Office
Development Services

Ordinance/Resolution Number:
2024-24

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-24, authorizing the City Manager to sign the final plat of South Orchard - Phase I.

Summary:

Nor-Am Investment, LLC proposes a final plat approval of South Orchard - Phase I. This phase comprises 73.34 acres and consists of one-hundred sixty-seven (167) single-family residential lots and six (6) tracts including the six-acre future South Orchard City of Richland public park and a Kennewick School District elementary school site. The project site is located immediately north of Reata Road in the Badger Mountain South development within the Neighborhood General (BMS-NG), Neighborhood Collector (BMS-NC), and Civic land use districts. The preliminary plat of South Orchard - Phase I was approved by the Richland Hearing Examiner on December 16, 2021 (see S2021-104). The final plat meets all necessary conditions and standards and is now ready for approval.

Adoption of Resolution No. 2024-24 will authorize the City Manager to sign the final plat. The plat will then be recorded with the Benton County Auditor's Office to enable development of the one-hundred sixty-seven (167) new single-family residential lots and six (6) tracts. The new lots will create an opportunity to increase the available housing inventory in Richland.

Staff recommends adoption of Resolution No. 2024-24.

Fiscal Impact: One-hundred sixty-seven (167) additional residential lots for development will increase the City's tax base while also increasing demand for city services.

Attachments:

1. Resolution No. 2024-24
2. Vicinity Map

RESOLUTION NO. 2024-24

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
APPROVING THE FINAL PLAT OF SOUTH ORCHARD – PHASE 1
SUBJECT TO THE CONDITIONS OF APPROVAL IN RICHLAND
HEARING EXAMINER’S REPORT NO. S2021-104.**

WHEREAS, on November 17, 2021, the Richland Hearing Examiner held an open-record public hearing to consider the preliminary plat application of the South Orchard subdivision as submitted by Nor Am Investment, LLC; and

WHEREAS, on December 16, 2021, the Richland Hearing Examiner issued Report No. S2021-104 in which he granted conditional approval of the preliminary plat of South Orchard; and

WHEREAS, the public improvements required for the plat of South Orchard – Phase 1, consisting of 167 lots and 6 tracts on 73.34 acres, have been constructed in accordance with the conditions of approval contained in Richland Hearing Examiner’s Report No. S2021-104.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of South Orchard – Phase 1, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, is hereby approved subject to the conditions of approval contained in Richland Hearing Examiner’s Report No. S2021-104, attached hereto and incorporated herein as **Exhibit B**.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

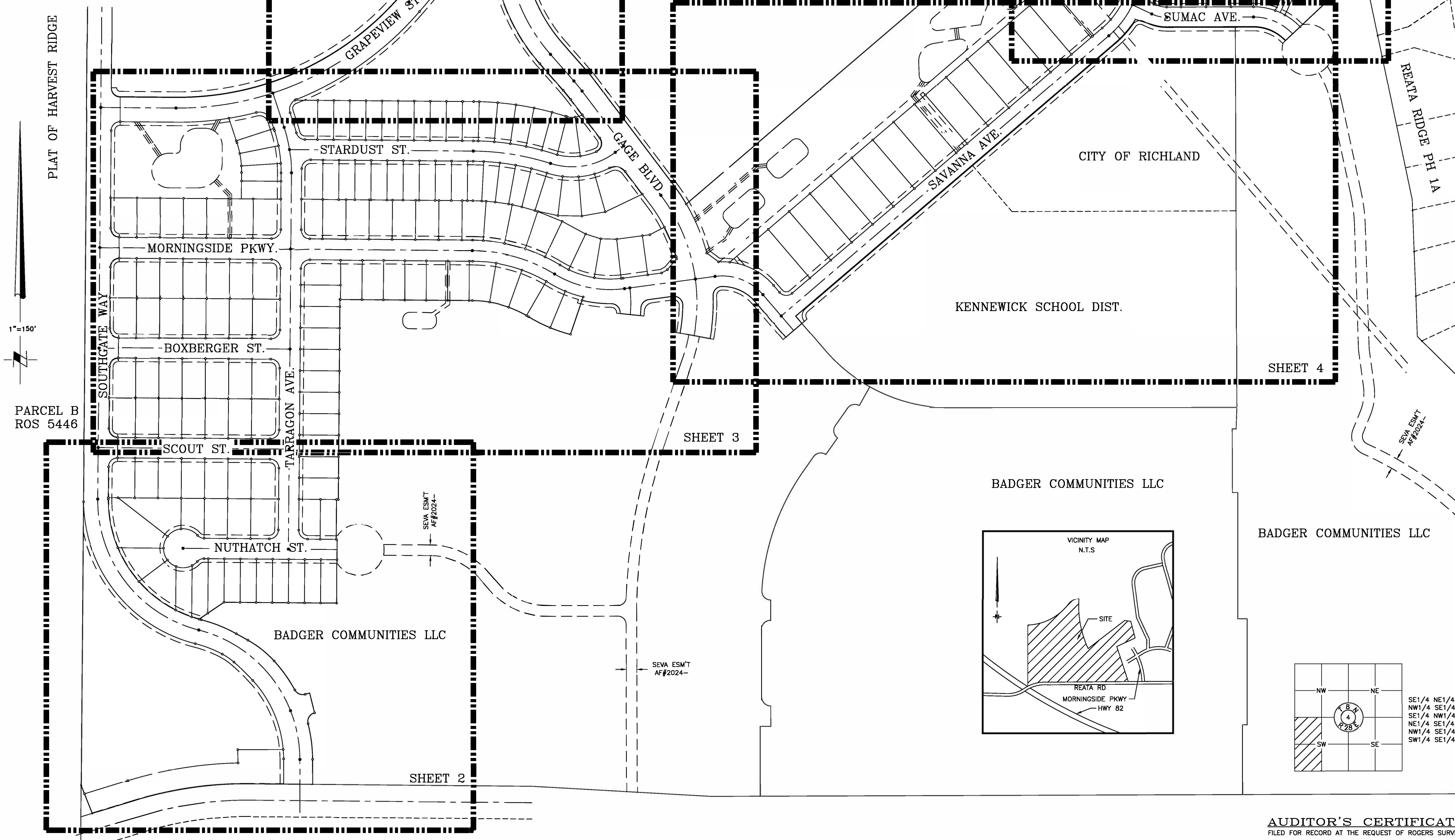
Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

SURVEYOR'S NOTES:

1. BASIS OF BEARING IS GRID, US STATE PLANE NAD 83/2011, BASED ON GNSS OBSERVATIONS. DISTANCES SHOWN HEREON ARE GROUND SCALED FROM GRID USING A COMBINED FACTOR OF 0.99989746 (1/X=1.00010255).
2. ○ = DENOTES 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "ROGERS SURVEYING BAALMAN 41028" TO BE SET AT COMPLETION OF CONSTRUCTION.
3. ● = DENOTES FOUND 5/8" REBAR W/ YELLOW PLASTIC CAP STAMPED "RSI JAB 21384" OR MONUMENT AS NOTED.
4. ⊙ = DENOTES SET 3" BRASS CAP IN MONUMENT CASE STAMPED "41028".
5. □ = DENOTES SET 5/8"x24" REBAR WITH ORANGE PLASTIC CAP STAMPED "ROGERS SURVEYING BAALMAN 41028" ON SIDELINE OF LOT AT OFFSET TO ACTUAL CORNER AS NOTED.
6. EQUIPMENT AND PROCEDURES USED: MULTI FREQUENCY GNSS RECEIVERS UTILIZING REAL TIME KINEMATIC METHODS.
7. (M) = MEASURED PER THIS SURVEY
(R) = RECORD
8. FOUND MONUMENTS VISITED SEPTEMBER 22, 2021.
SET MONUMENTS ESTABLISHED NOVEMBER 1, 2023-FEBRUARY 1, 2024.

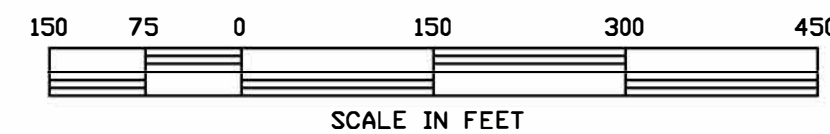
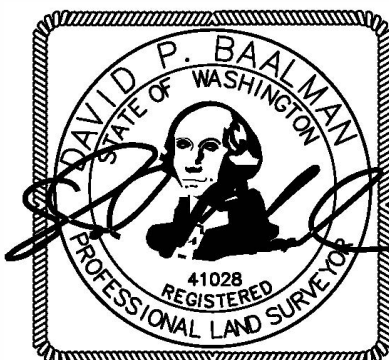
Exhibit A to Resolution No. 2024-24

**PLAT OF
SOUTH ORCHARD — PHASE 1**LOCATED IN A PORTION OF SECTION 4,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON**SURVEYOR'S CERTIFICATION**

I, DAVID P. BAALMAN, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON (REGISTRATION NO. 41028) HEREBY CERTIFY THAT THE PLAT OF SOUTH ORCHARD PHASE 1 AS SHOWN HEREON IS BASED UPON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED AND THAT ALL ANGLES, DISTANCES, AND COURSES ARE CORRECTLY SHOWN AND THAT THE MONUMENTS HAVE BEEN SET AND THE LOT CORNERS STAKED AS SHOWN ON THE PLAT.

David P. Baalman
DAVID P. BAALMAN

1-24-2024
DATE

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF ROGERS SURVEYING INC. RECORDED IN VOLUME ____ OF

PLATS, PAGE _____, RECORDS OF BENTON COUNTY, WASHINGTON,

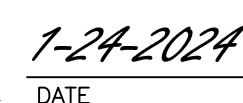
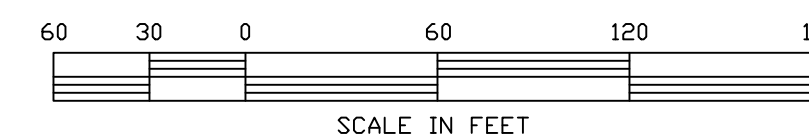
AT _____ MINUTES PAST _____ M., THIS _____ DAY OF _____, 20____

BENTON COUNTY AUDITOR

AUDITOR'S FILE NUMBER

RSI ROGERS
SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CONTAINS 72.34 ACRES, MORE OR LESS



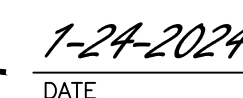
CONTINUES SHEET 5

CONTINUES SHEET 5

TRACT Y
1119 SqFt
(SEE DETAIL SHT 6)

TRACT Y
1119 SqFt
(SEE DETAIL SHT 6)

A horizontal scale bar labeled "SCALE IN FEET". The bar has vertical tick marks at 60, 30, 0, 60, 120, and 180 feet. The segments between 60 and 30, 30 and 0, 0 and 60, 60 and 120, and 120 and 180 are shaded with horizontal lines.

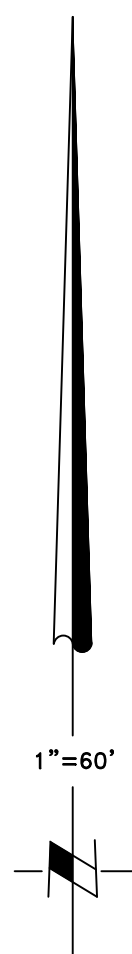


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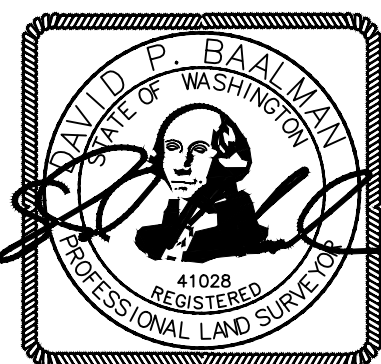
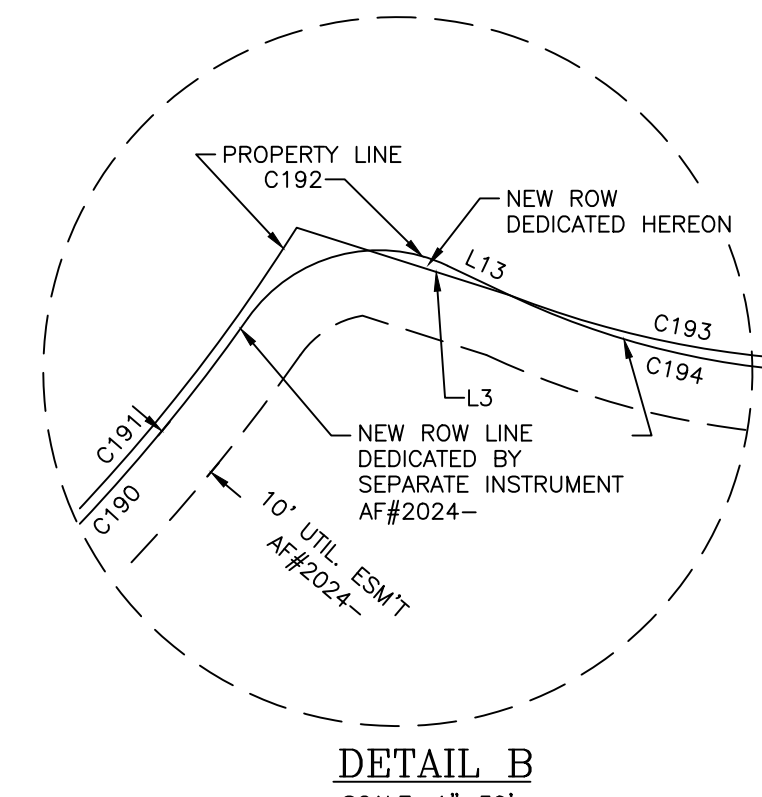
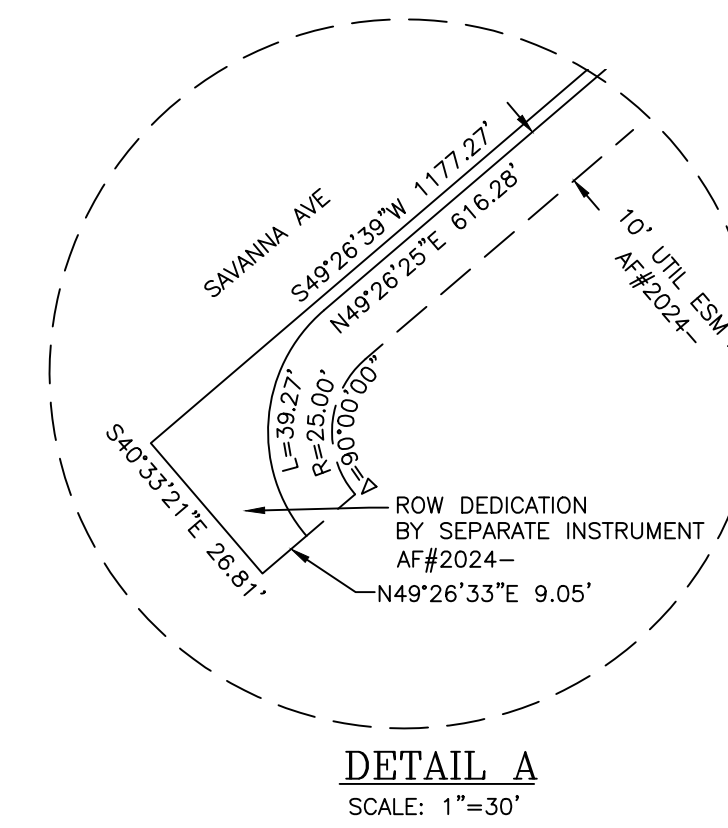
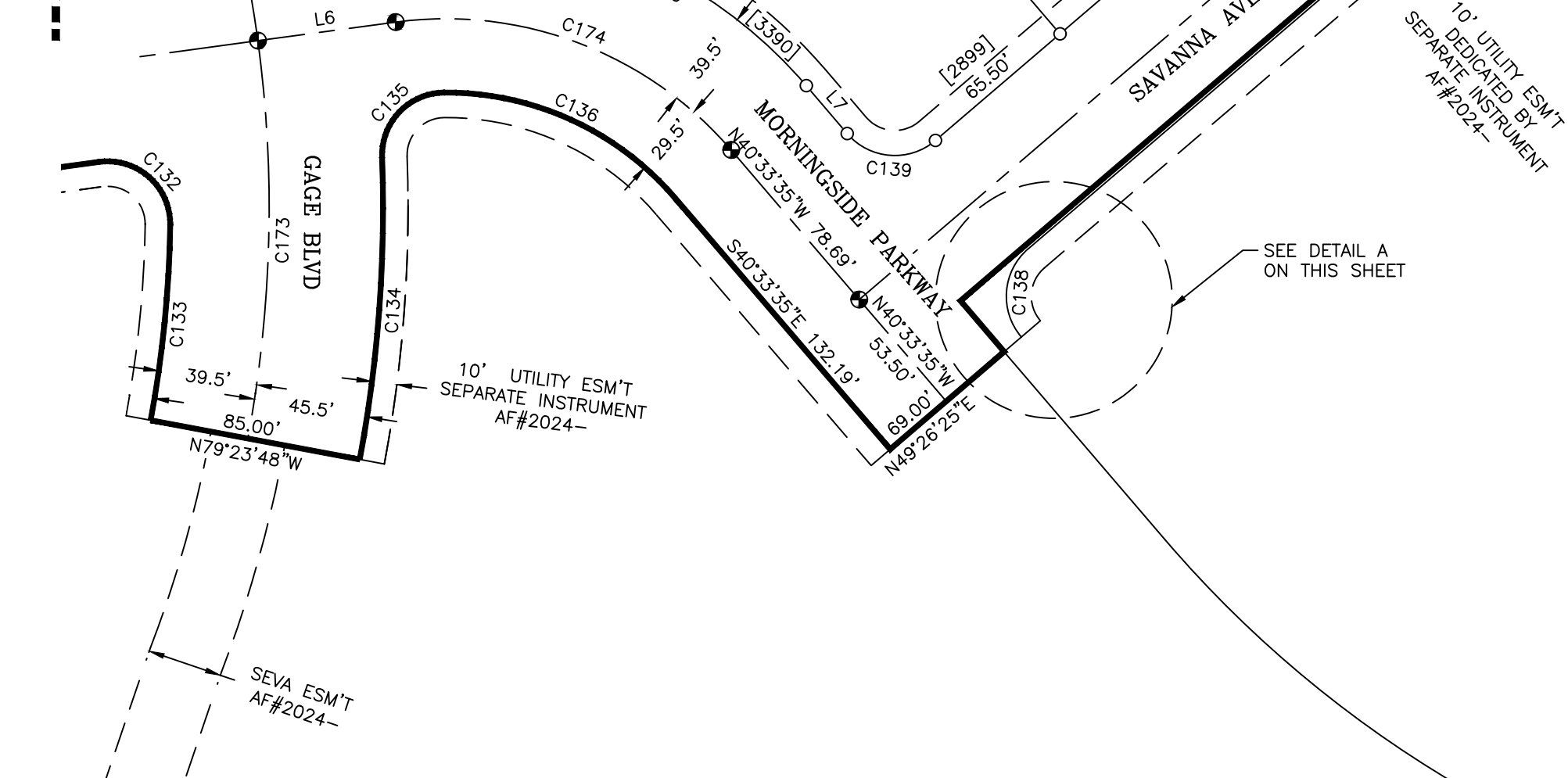
PLAT OF SOUTH ORCHARD - PHASE 1

LOCATED IN A PORTION OF SECTION 4,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

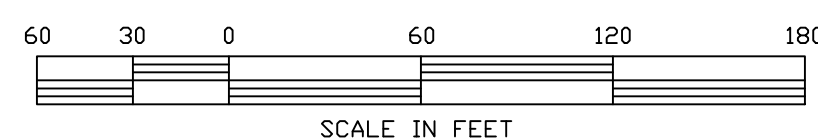
CONTINUES SHEET 5



CONTINUES SHEET 3



1-24-2024
DATE



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PLAT OF
SOUTH ORCHARD – PHASE 1

LOCATED IN A PORTION OF SECTION 4,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

OWNERS CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE LAND SHOWN ON THE PLAT OF SOUTH ORCHARD PHASE 1, HEREBY DECLARE SAID PLAT AND DEDICATE TO THE PUBLIC, FOR THE USE OF THE PUBLIC FOREVER, ALL EASEMENTS AS SHOWN HEREON.

BADGER COMMUNITIES LLC, A WASHINGTON
LIMITED LIABILITY COMPANY
GEOFFREY T. CLARK, MANAGING MEMBER

COLUMBIA STATE BANK
REPRESENTATIVE

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____
ON THIS _____ DAY OF _____

BEFORE ME PERSONALLY APPEARED GEOFFREY T. CLARK, TO ME KNOWN TO BE THE MANAGING MEMBER OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON PRINT

RESIDING AT: _____

COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

NOTARY STAMP (BLACK INK ONLY)

ACKNOWLEDGMENT

STATE OF WASHINGTON } S.S.
COUNTY OF _____
ON THIS _____ DAY OF _____

BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE OR SHE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

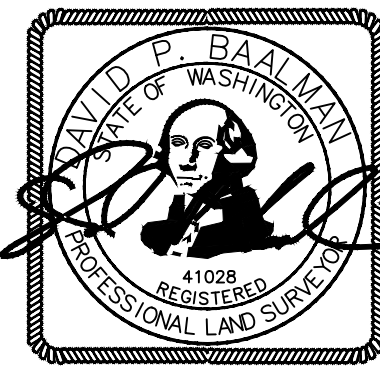
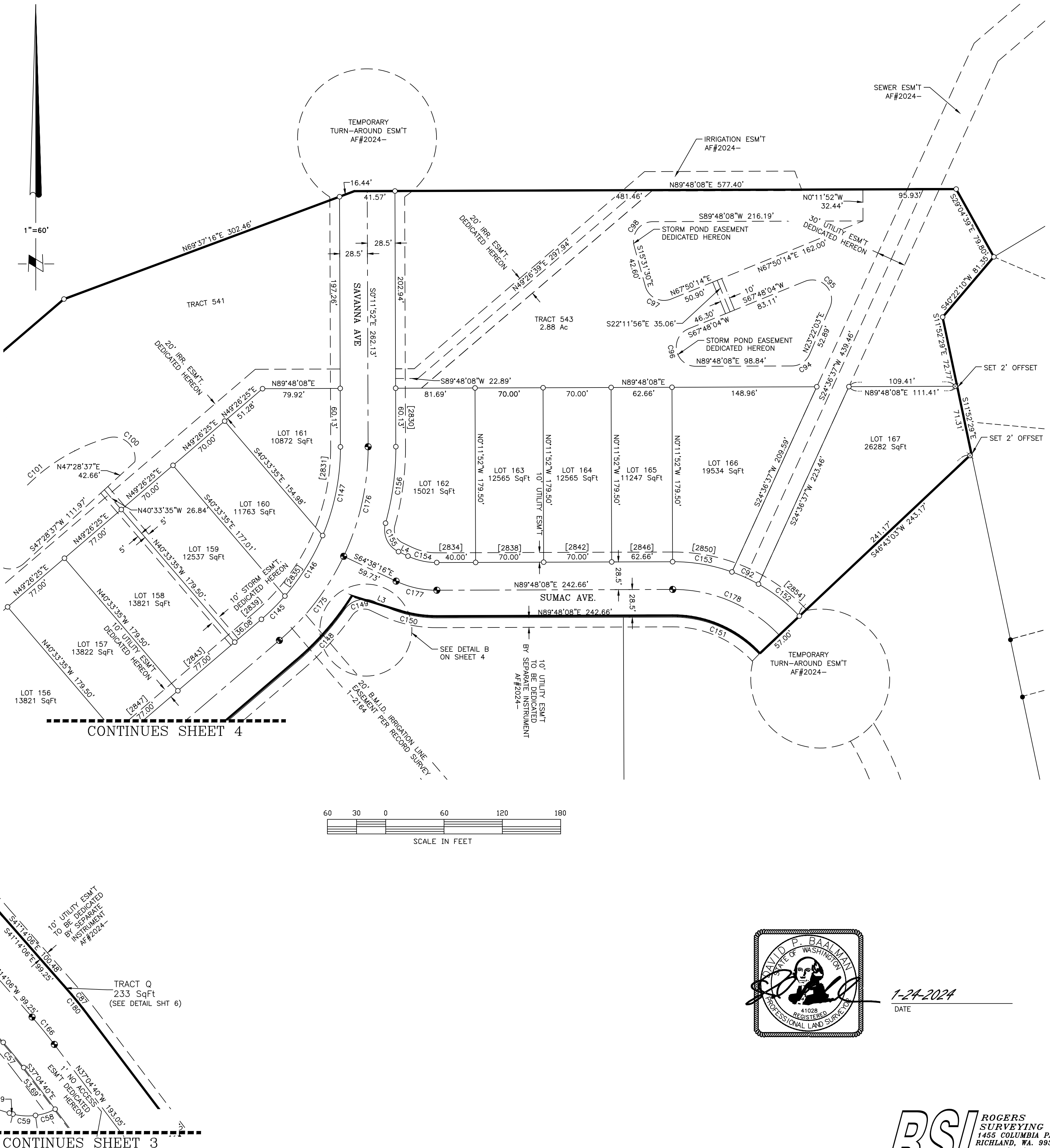
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON PRINT

RESIDING AT: _____

COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

NOTARY STAMP (BLACK INK ONLY)



1-24-2024
DATE

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PLAT OF SOUTH ORCHARD – PHASE 1

LOCATED IN A PORTION OF SECTION 4,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C1	317.85	1080.00	16°51'45"	S81°21'52"W	316.70
C2	313.44	1140.11	15°45'06"	S80°48'50"W	312.45
C3	26.30	329.50	4°34'22"	N2°46'29"W	26.29
C4	214.86	329.50	37°21'41"	N2°34'43"W	211.07
C5	73.39	633.87	6°38'02"	N45°44'17"W	73.35
C6	39.83	177.50	12°51'30"	N55°29'03"W	39.75
C7	81.30	335.50	13°53'02"	N68°51'19"W	81.10
C8	543.66	414.50	75°08'58"	S38°13'21"E	505.52
C9	21.53	345.50	3°34'15"	S72°50'41"E	21.53
C10	48.76	345.50	8°05'07"	S67°01'00"E	48.71
C11	131.07	345.50	21°44'06"	S52°06'23"E	130.28
C12	111.78	345.50	18°32'13"	S31°58'14"E	111.29
C13	139.69	345.50	23°09'55"	S11°07'10"E	138.74
C14	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C15	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C16	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C17	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C18	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C19	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C20	39.27	25.00	90°00'00"	S45°27'48"W	35.36

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C21	20.81	25.00	47°42'16"	N66°36'40"E	20.22
C22	18.42	54.50	19°21'55"	N52°26'29"E	18.33
C23	46.50	54.50	48°53'15"	N86°34'04"E	45.10
C24	30.39	54.50	31°57'06"	S53°00'45"E	30.00
C25	35.63	54.50	37°27'34"	S18°18'25"E	35.00
C26	35.63	54.50	37°27'34"	S19°09'09"W	35.00
C27	43.81	54.50	46°03'16"	S60°54'34"W	42.64
C28	51.58	54.50	54°13'51"	N68°56'52"W	49.68
C29	20.81	25.00	47°42'16"	N65°41'04"W	20.22
C30	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C31	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C32	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C33	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C34	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C35	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C36	39.27	25.00	90°00'00"	S44°32'12"E	35.36
C37	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C38	39.27	25.00	90°00'00"	S45°27'48"W	35.36
C39	39.27	25.00	90°00'00"	N44°32'12"W	35.36
C40	26.44	371.50	4°04'43"	S1°34'34"E	26.44

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C41	50.04	371.50	7°43'02"	S7°28'26"E	50.00
C42	43.99	371.50	6°47'04"	S14°43'29"E	43.96
C43	52.57	35.00	86°03'41"	S61°08'51"E	47.77
C44	78.40	855.53	5°15'02"	N78°09'17"E	78.37
C45	148.96	855.53	9°58'32"	N85°46'04"E	148.77
C46	39.27	25.00	90°00'00"	N45°27'48"E	35.36
C47	32.64	25.00	74°47'47"	N52°08'19"W	30.37
C48	41.22	30.00	78°44'00"	N21°14'59"E	38.06
C49	713.20	820.50	49°48'10"	S65°33'43"W	690.95
C50	428.09	889.50	27°34'30"	N54°26'53"E	423.97
C51	133.20	335.50	22°44'50"	N52°02'03"E	132.33
C52	47.65	25.00	108°12'47"	S61°59'08"E	40.76
C53	318.79	539.50	33°51'22"	S24°18'26"E	314.17
C54	213.10	404.50	30°11'06"	S55°45'11"W	210.65
C55	29.35	25.00	67°15'47"	S37°12'51"W	27.69
C56	191.89	454.50	24°11'25"	S29°08'24"E	190.47
C57	33.41	460.50	4°09'27"	S39°09'23"E	33.41
C58	21.35	61.50	19°53'11"	N72°28'40"E	21.24
C59	23.37	61.50	21°46'16"	S86°41'36"E	23.23
C60	39.43	867.50	2°36'16"	S73°34'42"E	39.43

APPROVALS

THIS PLAT IS HEREBY APPROVED BY AND FOR THE CITY OF RICHLAND, CO. OF BENTON, STATE OF WASHINGTON.

CITY MANAGER _____ DATE _____

CITY CLERK _____ DATE _____

CITY ENGINEER _____ DATE _____

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE BOUNDARIES OF THE BADGER MOUNTAIN IRRIGATION DISTRICT, AND THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310 AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____.

BADGER MOUNTAIN IRRIGATION DISTRICT _____ DATE _____

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THE TAXES ON THE LAND DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR 20____. PARCEL NUMBER: 1-0488-200-0003-000

BENTON COUNTY TREASURER _____ DATE _____

BENTON COUNTY ASSESSOR _____ DATE _____

TRACT TABLE		
TRACT	PROPOSED USE	OWNER
538	ORCHARD GREEN	HOA
539	ORCHARD GREEN/STORM	HOA
540	ORCHARD GREEN	HOA
541	ORCHARD GREEN/STORM	HOA
542	ORCHARD GREEN	HOA
543	ORCHARD GREEN/STORM	HOA
Y	FUTURE DEVELOPMENT	DEVELOPER
Q	FUTURE DEVELOPMENT	DEVELOPER

CITY OF RICHLAND NOTES:

- ADDRESSES SHOWN IN ADDRESS TABLE ARE SUBJECT TO CHANGE BY THE CITY OF RICHLAND, ZIP CODE: 99352.
- THE PLAT OF SOUTH ORCHARD PHASE 1 LIES WITHIN THE BOUNDARY OF THE SOUTH RICHLAND COLLECTOR STREET FINANCING PLAT (RMC 12.03). AS SUCH, EACH DWELLING UNIT WITHIN THE PLAT SHALL THEREFORE BE SUBJECT TO THE FEES ADMINISTERED BY THE FINANCE PLAN FOR ANY PHASE SUBMITTED FOR APPROVAL.
- ALL LANDSCAPED AREAS WITHIN THE PLAT THAT ARE IN THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS TO MAINTAIN.
- THE HOMEOWNER ASSOCIATION CAN MAINTAIN THE LANDSCAPING WITHIN THE STORM DRAINAGE PONDS FOR AESTHETIC PURPOSES IF SO DESIRED. THE CITY'S STANDARD FOR STORM POND MAINTENANCE CONSISTS OF SEMI-ANNUAL VEGETATION ABATEMENT AND SPECIFICALLY DOES NOT INCLUDE IRRIGATION, LANDSCAPING AND OTHER AESTHETIC IMPROVEMENTS.
- LOTS 2, 26, 27, 28 CAN EXCEED THE MAXIMUM SETBACK REQUIREMENTS.
- SOUTHGATE WAY, GAGE BLVD. AND REATA ROAD AREA CLASSIFIED AS "COLLECTOR STREETS. SUBSEQUENTLY, NO DRIVEWAYS ACCESSING SINGLE FAMILY LOTS WILL BE ALLOWED DIRECTLY ONTO THEM.
- MAINTENANCE RESPONSIBILITY FOR ALL PEDESTRIAN TRAILS LOCATED OUTSIDE THE CITY OF RICHLAND'S PUBLIC ROAD RIGHT OF WAY SHALL BE BORNE BY THE SOUTH ORCHARD HOME OWNERS' ASSOCIATION.
- DEVELOPMENT OF LOTS WITHIN THIS PLAT SHALL BE PERFORMED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT FOR PHASE 1 OF SOUTH ORCHARD PREPARED BY BAER TESTING & ENGINEERING, INC. (PROJ. NO: 21-135, DATED 6-14-2021). AS CONDITIONED BY THE REPORT AND FINAL LETTER, THE GEOTECHNICAL ENGINEER OF RECORD SHALL OBSERVE FOOTING SUBGRADES PRIOR TO PLACEMENT OF FOOTINGS. SPREAD FOOTINGS SHALL BE A MINIMUM OF 2 FEET WIDE AND CONTINUOUS FOOTINGS A MINIMUM OF 16 INCHES WIDE. IN ADDITION, 6 INCHES OF COMPACTED 5/8-INCH MINUS CSTC SHALL BE INSTALLED.

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C61	51.54	867.50	3°24'15"	S76°34'57"E	51.53
C62	51.54	867.50	3°24'15"	S79°59'12"E	51.53
C63	51.54	867.50	3°24'15"	S83°23'28"E	51.53
C64	51.54	867.50	3°24'15"	S86°47'43"E	51.53
C65	15.74	867.50	1°02'22"	S89°01'01"E	15.74
C66	13.74	757.50	1°02'22"	N89°01'01"W	13.74
C67	45.01	757.50	3°24'15"	N86°47'43"W	45.00
C68	45.01	757.50	3°24'15"	N83°23'28"W	45.00
C69	45.01	757.50	3°24'15"	N79°59'12"W	45.00
C70	45.01	757.50	3°24'15"	N76°34'57"W	45.00
C71	34.43	757.50	2°36'16"	N73°34'42"W	34.43
C72	10.57	171.50	3°31'55"	N74°02'31"W	10.57
C73	65.17	171.50	21°46'16"	N86°41'36"W	64.78
C74	46.60	171.50	15°34'05"	S74°38'13"W	46.46
C75	45.35	25.00	103°55'50"	S14°53'15"W	39.38
C76	48.93	35.00	80°06'27"	S77°07'53"E	45.05
C77	45.26	228.50	11°20'59"	N68°29'23"E	45.19
C78	45.07	228.50	11°18'07"	N79°48'56"E	45.00
C79	45.07	228.50	11°18'07"	S85°52'57"E	45.00
C80	43.69	228.50	10°57'20"	S77°45'14"E	43.63

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C81	45.01	700.50	3°40'53"	S74°13'46"E	45.00
C82	45.01	700.50	3°40'53"	S77°54'39"E	45.00
C83	45.01	700.50	3°40'53"	S81°35'32"E	45.00
C84	45.01	700.50	3°40'53"	S85°16'25"E	45.00
C85	29.62	700.50	2°25'21"	S88°19'32"E	29.62
C86	63.50	545.50	6°40'12"	N33°44'34"W	63.47
C87	37.11	511.50	4°09'27"	N39°09'23"W	37.11
C88	190.91	454.50	24°04'01"	S29°12'06"E	189.51
C89	713.20	820.50	49°48'10"	N65°33'43"E	690.95
C90	213.10	404.50	30°11'06"	S55°45'11"W	210.65
C91	28.45	25.00	65°11'48"	N38°14'51"E	26.94
C92	30.04	178.50	9°38'27"	N65°23'23"W	30.00
C94	23.19	20.00	66°26'05"	N56°35'05"E	21.91
C95	47.32	20.00	135°33'59"	N44°24'57"W	37.03
C96	55.15	20.00	157°59'56"	S11°11'54"E	39.27
C97	33.73	20.00	96°38'16"	S63°50'38"E	29.87
C98	36.77	20.00	105°19'38"	S37°08'19"W	31.80
C99	77.56	460.50	9°39'02"	S32°15'09"E	77.47
C100	43.75	22.00	113°56'43"	N48°07'43"W	36.89
C101	164.79	190.00	49°41'33"	S49°28'21"W	159.67

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C102	60.34	22.00	15°7'08"57"	S53°56'54"E	43.13
C103	156.90	436.15	20°36'40"	S25°55'34"W	156.05
C104	51.35	20.00	147°06'14"	S24°06'42"E	38.36
C105	89.31	460.50	11°06'43"	S21°52'16"E	89.17
C106	52.05	20.00	149°06'16"	N25°06'36"W	38.55
C107	5.60	270.50	1°11'13"	S82°53'52"W	5.60
C108	75.38	270.50	15°58'02"	N88°31'31"W	75.14
C109	75.38	270.50	15°58'02"	N72°33'30"W	75.14
C110	27.49	270.50	5°49'21"	N61°39'48"W	27.48
C111	47.54	270.50	5°40'52"	N61°35'33"W	47.52
C112	59.98	479.50	7°10'00"	N68°00'59"W	59.94
C113	59.98	479.50	7°10'00"	N75°10'59"W	59.94
C114	59.98	479.50	7°10'00"	N82°20'59"W	59.94
C115	30.16	479.50	3°36'13"	N87°44'05"W	30.15
C116	66.28	420.50	9°01'53"	N85°01'16"W	66.21
C117	75.19	420.50	10°14'42"	N75°22'58"W	75.09
C118	75.19	420.50	10°14'42"	N65°08'16"W	75.09
C119	9.27	420.50	1°15'48"	N59°23'01"W	9.27
C120	50.73	329.50	8°49'17"	N63°09'46"W	50.68
C121	52.69	329.50	9°09'46"	N72°09'17"W	52.64

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BRNG.	CHORD
C122	82.33	339.50	13°53'38"	N83°31'15"W	82.12
C123	48.86	310.00	9°01'53"	S85°01'16"E	48.81
C124	55.43	310.00	10°14'42"	S75°22'59"E	55.36
C125	55.43	310.00	10°14'42"	S65°08'16"E	55.36
C126	6.84	310.00	1°15'48"	S59°23'01"E	6.83
C127	67.74	440.00	8°49'17"	S63°09'46"E	67.68
C128	59.76	440.00	7°46'52"	S71°27'51"E	59.71
C129	42.06	25.00	96°23'52"	N42°16'08"W	37.27
C130	21.25	343.50	3°32'42"	S4°09'27"W	21.25
C131	34.87	25.00	79°55'10"	S42°20'41"W	32.11
C132	39.19	25.00	89°49'32"	N44°05'29"W	35.30
C133	78.62	460.50	9°46'55"	N5°42'45"E	78.52
C134	121.27	545.50	12°44'15"	N4°14'05"E	121.02



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

**FINDINGS, CONCLUSIONS AND
DECISION APPROVING
“SOUTH ORCHARD” PRELIMINARY PLAT**

FILE NUMBER: S2021-104

APPLICANT/OWNER: NOR AM INVESTMENTS, LLC

APPLICATION: TO SUBDIVIDE 194.5 ACRES INTO 475 LOTS, ALLOWING FOR RESIDENTIAL, COMMERCIAL, CIVIC, AND OPEN-SPACE DEVELOPMENT

LOCATION: PART OF THE BADGER MOUNTAIN SOUTH SUB-AREA, IN THE BADGER MOUNTAIN MASTER PLANNED COMMUNITY, ON THE WEST END OF THE SOUTHERNMOST PART OF THE BMS COMMUNITY, NORTH OF REATA ROAD

PARCEL NUMBERS: 1-0488-200-0001-000 (PARENT PARCEL)

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

SUMMARY OF DECISION: *APPROVAL*, SUBJECT TO CONDITIONS

DATE OF DECISION: DECEMBER 16, 2021

I. CONTENTS OF RECORD.

Copies of all materials in the record and a digital audio recording of the open-record hearing conducted for this application are maintained by the City and may be requested by using the City's Public Records online portal or other methods for requesting records as described in the City's Public Records Disclosure Policy No. 0260.

Exhibits: *Final Staff Report.* City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the "South Orchard" Preliminary Plat, File No. S2021-104, transmitted to the Examiner on Nov. 12th, dated November 17, 2021, issued following Remand, with 11 attached exhibits, as identified and numbered on page 34 of such report (*80 pages in .pdf file of materials, with report on pages 1-34*);

Remand Order. Issued by the Hearing Examiner in September of 2021, based on issues that prevented approval at such time (six pages);

Initial Staff Report. City of Richland Development Services Division Staff Report to the Hearing Examiner detailing numerous issues regarding the "South Orchard" Preliminary Plat and recommending Remand of such application for revisions, File No. S2021-104, dated July 12, 2021, with 9 Exhibits as identified and numbered on page 33 of such report (*91 pages in .pdf file of materials*);

Applicant's Response to Initial Staff Report. Email correspondence from Applicant Representative, Mr. Sweeney, to City Staff, dated July 9, 2021, with multiple attachments, all transmitted to the Examiner from Staff on July 12, 2021;

Amended Staff Report, for initial public hearing in July. Staff memo amending Initial Staff Report, dated July 8, 2021, with several exhibits attached thereto, including an additional *Exhibit 7A*, an email comment from the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) dated July 7, 2021, which reads as follows:

“[CTUIR] has reviewed the materials regarding the BMS South Orchard project. The project area is in close proximity to three historic properties of religious and cultural significance, Piyuušmaamí uštáy ('hills of the snakes'), usipamá ('for horses'), and Wišpúšya ('Beaver') to the CTUIR. Given that the project area is in close proximity to these traditional use areas and that the project will reach native soils, the likelihood of encountering cultural resources is high. Therefore, we recommend a cultural resource survey with subsurface testing.”

Primary Exhibits Relied upon in issuing this Decision – all provided with the Final Staff Report, with updated drawings, comments, and recommendations, based on revisions made to the proposal in response to the Remand Order:

1. Application, REVISED, dated October 21, 2021 (.pdf pages 35-36);
2. Preliminary Plat Maps, Road Sections, Grading and Drainage Plans, Utility and other plan sheets, including 10 pages of REVISED plan sheets dated 10.21.2021 (begins on .pdf page 37);
3. Applicant's Response to the Remand Order, undated (begins on .pdf page 55);
4. TENW memo dated October 18, 2021, re: ongoing review of BMS Traffic Impact Analysis (TIA) (begins on .pdf page 57);
5. Master Agreement Consistency Recommendation (MACR), revised, dated October 21, 2021 (.pdf page 58);
6. Master Agreement Consistency Determination (MACD), revised, dated Nov. 3, 2021 (.pdf page 64);
7. Planned Action Consistency Determination (PACD), revised, dated November 3, 2021 (.pdf page 65);
8. BMS Master Agreement, page D-6 (.pdf page 67);
9. Site Photos (.pdf page 68);
10. Public Notices and affidavits confirming same (.pdf page 72);
11. Written Comments received after Remand, before final hearing, including two items, one a letter dated Nov. 8, 2021 from the City of West Richland, and another dated Nov. 10, 2021 from WSDOT (these comments are marked as Exhibit 12 in .pdf file of materials, beginning on .pdf page 78).
12. (Added into the Record during the final night of hearing) Public Works Department memo dated November 9, 2021, detailing specific transportation improvement projects funded by Traffic Impact Fees collected in Traffic Impact Zone 3, where the proposed plat and other parts of the BMS community are located. Previously included as Exhibit 16 in the Goose Ridge II Decision. Submitted and discussed during Mr. O'Neill's testimony.
13. Applicant Response to Final Staff Report, undated, forwarded to the Examiner on November 18th.

14. Post-hearing Supplement to Final Staff Report, including additional conditions of approval, mistakenly omitted from the Staff Report, with attached emails by/between staff and applicant representatives, indicating acceptance with such proposed conditions.
15. Richland City Council packet item for its Nov. 16th meeting, with coversheet, proposed Interlocal Agreement, drawing, and other materials, updated to include signed copy of Richland City Council Resolution No. 139-21, adopted on November 16, 2021, authorizing an agreement with Benton County to revise the City of Richland's corporate boundary to include the Reata Road right-of-way where it runs below the BMS/South Orchard development project, discussed during the public hearing, as a way to resolve questions regarding frontage improvements and the like that will be required along such right-of-way if it is in the County or the City. *(signed copy transmitted to the Examiner on November 19th).*
16. BMS Master Agreement, from October 2015, complete copy added to the record by the Examiner for reference by interested parties.
17. Master Declaration of Covenants, Conditions, and Restrictions for Badger Mountain South, added to the record by the Examiner for reference by interested parties. *(Benton County Auditor's Office, Recording No. 2012-027520 COV, recorded on 09/07/2012 (30 pages)).*

Testimony/Comments: The following persons were sworn and provided testimony under oath during the open-record hearing on November 17th for the revised application:

1. Shane O'Neill, Senior Planner, for the City of Richland;
2. Pete Rogalski, P.E., Public Works Director for the City of Richland, explained his professional judgement and opinions that support wider streets than some shown in application materials, that traffic safety and general drivability would be reduced if narrower streets are used in some instances, and that the City's transportation impact fees collected for each building permit in the proposed plat will be sufficient to proportionally fund transportation system improvements needed to mitigate impacts of this project, and that the pending TIA will be used to refresh the list of transportation improvements needed for the BMS community, which is all located in a specific impact fee area, known as "zone 3";
3. Darren Sweeney, Applicant's representative, summarized written comments included in the record as Ex. 13, which included concurrence with a possible condition of approval to withhold final plat approval until the TIA is accepted ("We are working with City staff to make sure the new TIA is accepted and approved before the final plat of the first phase of South Orchard is approved. We would be

amenable to a preliminary plat condition to make that a requirement of the final plat”), spoke to the merits of the revised South Orchard preliminary plat application;

4. Kaleb Mapstead, P.E., with AHBL Inc., Engineer of record for the project applicant, summarized portions of plan sheets that he believes to show compliance with various requirements and standards for the proposal merits of application and responded to questions; clarified that final plat design would not include narrower (32 foot) road widths on streets that are considered “Major” collectors, noting Major collectors would be at least 34 feet;

For this application, the Examiner takes official notice of sworn testimony provided by Mr. Rogalski and Carlo D’Alessandro, PE, Transportation and Development Manager for the City of Richland Public Works Department, during the public hearing held on November 8, 2021 before the Hearing Examiner for the Goose Ridge II preliminary plat application (File No. S2021-107), which is also located in the BMS community and included comments from the City of West Richland similar to those found in Ex. 11 for this South Orchard project. During their testimony, Mr. Rogalski and Mr. D’Alessandro offered credible and un rebutted evidence that trip counts used to determine if transportation improvements are “triggered” so construction should move forward are based upon building permits issued, not lots approved in final subdivisions, so the 1,000 unit threshold and others referenced in some comments have not been or will not be met until such time as 1,000 building permits are issued for new homes in the BMS community.

II. APPLICABLE LAW.

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat 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 final written Decision. A preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

As explained in RMC 24.12.050(A), the hearing examiner shall consider any preliminary plat application and shall conduct an open record public hearing in accordance with Chapter 19.60 RMC. After the public hearing and review of materials in the record, the hearing examiner shall determine whether the preliminary plat is in accordance with the comprehensive plan and other applicable code requirements and shall either make a decision of approval or disapproval. The same provision of the city’s code (RMC 24.12.050(A)) provides that any approval of the preliminary plat shall not be given by the hearing examiner without the prior review and approval of the city manager or their 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)¹ and reads as follows:

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

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

¹ "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).

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. (emphasis added).

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 a preponderance of evidence. *RMC 19.60.060 and Hearing Examiner Rules of Procedure, Sec. 3.08.* The application must be supported by proof that it conforms to the applicable elements of the city’s development regulations, comprehensive plan and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

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

III. ISSUE PRESENTED.

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

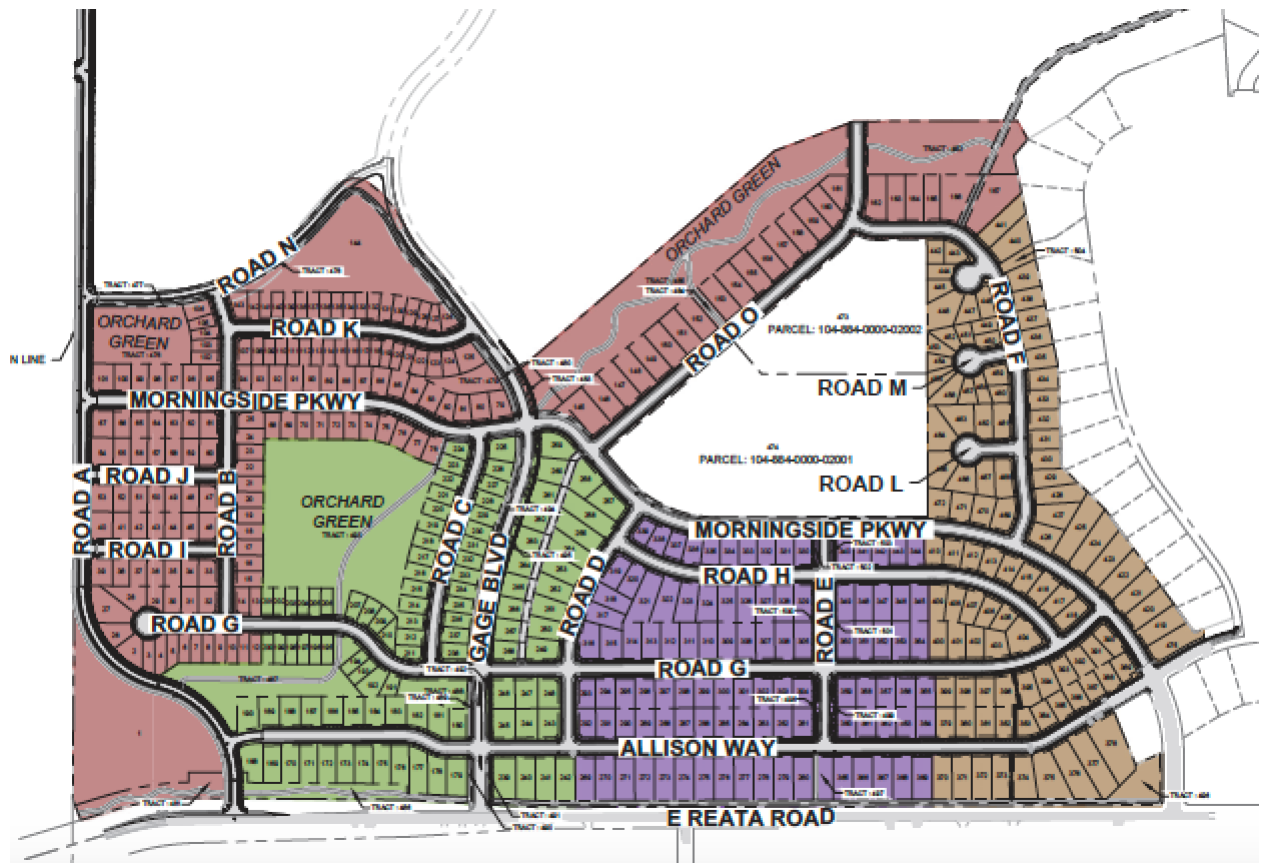
Short Answer: Yes, but only if the proposed plat is developed in compliance with specific conditions.

IV. FINDINGS OF FACT.

1. Upon consideration of the Staff Report, exhibits, public hearing testimony, follow-up research and review of applicable codes, plans, policies, controlling legal instruments, including without limitation the Badger Mountain South LUDR provisions, this Decision 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 Decision to approve the preliminary plat as set forth below.
2. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such. Captions should not be construed to modify the language of any finding, as they are only provided to identify some of the key topics at issue in this application.
3. Nor Am Investment, LLC, is the applicant and owner of the parcel(s) of property addressed in this revised preliminary plat application. *(Final Staff Report, pages 1-2; Exhibit 1, revised application; Ex. 2, revised plat drawings).*

4. The project site is part of the larger Badger Mountain South master planned community and is subject to review and compliance with applicable provisions of city development regulations as well as the Land Use and Development Regulations (LUDR) for the Badger Mountain South master planned community.
5. The Badger Mountain South master planned community 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, all subject to specially adopted Land Use and Development Regulations (LUDR) for the area. (*LUDR, 1.A, Intent, and 1.B, Purpose*). The property addressed in this application is located in the “South Orchard” portion of of the BMS community. (*LUDR, Sec. 1.E*).
6. Earlier this year, the city received a new application for a Preliminary Plat known as South Orchard, assigned File No. S2021-104. Testimony at the initial public hearing for this matter, on July 12th, explained that a previously approved preliminary subdivision for the same area expired at some point this year and is of no legal effect in this new application.
7. Based upon the record established at the initial public hearing, the Hearing Examiner found that the proposal could not be approved because it failed to meet applicable city requirements and LUDR provisions and remanded the application for additional information and revisions needed to satisfy relevant standards and approval criteria. (*Remand Order, dated September 29, 2021*).
8. On or about October 21, 2021, the Applicant submitted revised plat application materials, included as *Exhibits 1-4* in the Final Staff Report. Following review of the revised application materials, city staff deemed the materials complete for purposes of further review and acceptance on or about the same date it mailed, posted, and published Notices of the revised Application and Public Hearing for the matter on November 3 and 5, 2021. (*Final Staff Report, page 11; Ex. 10, copies of notices and confirmation materials*). All written comments received prior to the final public hearing from members of the public or interested agencies are included in the record as part of *Exhibit 11*. Copies of public comments received before the initial public hearing were also reviewed and considered in issuing this Decision. The applicant and City staff adequately addressed most of those comments and major concerns in revisions made to the application, and/or in new information included in the record following the Remand Order. The same is true for most all of the sworn testimony from the initial public hearing, which was considered in reaching this Decision, but was not of special relevance given that the application has been revised and additional evidence has been included in the record to clarify various issues.
9. This revised South Orchard preliminary plat application would divide 194.54 acres into a development site with 475 total lots, including 471 residential lots, 2 multi-family lots, 2 civic/open space lots, and 29 tracts. (*Final Staff Report, page 2; Ex. 2, Revised Preliminary Plat illustrations, dated October 21, 2021, Sheet C001, Land Use Table*).

10. For the reader's convenience, a screen shot of the revised Preliminary Plat of South Orchard illustration is provided below:



(Portion of revised plat drawing, included as part of Ex. 2, 'Revised Preliminary Plat' illustration, dated October 21, 2021, Sheet C001).

11. The application seeks approval to develop the proposed plat in 4 (four) phases, as depicted using different colors for each phase as shown above and on the more detailed plan sheets included in *Exhibit 2*.
12. The LUDR specifies various "districts" that are applied to properties in the BMS community. For this plat, most of the land area is located in the BMS-NG (Neighborhood General) District, with large portions in the BMS-NE (Neighborhood Edge) District, the BMS-NC (Neighborhood Connector) District, the BMS-NC District with an overlay, and the BMS-Civic District (*See Staff Report, discussion on pages 5 and 6; Ex. 2, revised preliminary plat plan sheet C005, labeled "BMS Districts"*).
13. Block standards are mandated in the LUDR at Section 7.B, including without limitation: a restriction on block lengths to no more than 1,000 feet (*see LUDR Sec. 7.B(2), which is satisfied by this application through use of trail connections, a midblock crossing, and the like to interrupt otherwise lengthy road-segments along blocks as explained on page 9 of the*

Staff Report, subject to a correction that the longest, uninterrupted block length for this revised plat appears to be 985 feet instead of 1,045-feet as stated in the Final Staff Report², see further discussion of the topic in Ex. 5, the updated MACR for this revised application, on .pdf page 62); and requirements for a minimum number of at least 2 (two) Building Types per block in portions of this proposed plat that are in the BMS-NC and BMS-NG districts (see Sec. 7.B(5)(a).

14. Section 2.D of the LUDR specifies all of the Building Types that are allowed in each District.
15. Conditions of approval must be enforced that require the applicant to identify all Building Types that will be allowed on each lot included in this plat, to ensure compliance with the Building Type, the minimum number of Building Types per block mandates, density, and other requirements. *(See discussion in Staff Report; Comments in Ex. 13, Applicant's response to Final Staff Report, providing additional information showing how proposal satisfies LUDR density requirements, and need to revise either LUDR or Master Agreement to be consistent with one another).*
16. Consistent with LUDR Sec. 1.G(5) and 7.B(5)(a)(2 and 3), the face of the final plat documents must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NC and BMS-ND Districts. *(See proposed Condition of Approval No. 78, on page 34 of Final Staff Report).*
17. The Regulating Plan and purpose section for the various districts in the BMS community is found in the LUDR at Sec. 1.F.1(c), which reads in part as follows: *"No house in the BMS-NG District is intended to be farther than three blocks from any park, mini park or other type of open space."* *(LUDR, page 1-3, Sec. 1.F.1(c)).* While this LUDR provision did not come up during public testimony for this application, it has been a significant issue in other preliminary plats considered in the BMS community, especially the recent Goose Ridge II matter. While a cursory review of the revised plat design shown in Ex. 2 for this South Orchard subdivision appears to include genuine park, mini park, and open spaces, so that no house in the NG District areas will be further than three blocks from such amenities, all final plat reviews for each phase of this plat must ensure that Sec. 1.F.1(c) and all other LUDR provisions are satisfied. (NOTE: The "3-block" proximity rule in Sec. 1.F.1 of the LUDR should probably be included in future reviews and recommendation forms used by the Master Plan Administrator and City staff).
18. If not already, as determined by the Planning Manager and the City Attorney, Conditions addressing ownership and maintenance of privately held open space/park, and other common

² The higher figure showing the largest block size to be greater than 1,000 feet appears to be a typographical error, as a possible "carry-over" number first used in the initial staff report, because the revised and initial Master Agreement Consistency Recommendation both indicate that the longest block length (without interruptions) is just 985 feet. In any event, the MACR clearly evidences concurrence that the LUDR mandates a 1,000 foot limit on block-lengths, and the Examiner finds and concludes that the block-interruption strategies used in this revised plat are appropriate means to accomplish such objective.

areas should be included in specific covenants, conditions, and restrictions for the subdivision, sometimes called CC&Rs or CCRs.

19. The Examiner takes official notice of a recorded legal instrument that applies to properties located in the BMS master planned community³, specifically The Master Declaration of CC&R's for Badger Mountain South, which includes a section that reads as follows:

8.1 Applicability. The following use standards, conditions and restrictions shall apply to all residential lots within BMS. The CCRs for any Phase may contain more restrictive but not less restrictive standards, conditions and restrictions. In the event any architectural, design, construction, use, or maintenance standard, condition or restriction for a Phase is more restrictive than provided in this Article 8, the more restrictive standard, condition or restriction shall control.

20. Based upon the record, the Examiner finds and concludes that it is necessary to include requirements for additional CCRs that clarify spaces that are required for Park/Open Space purposes in this proposed plat, how such space is to be landscaped, the amenities required in such space, the function any Park or Open Space is intended to provide, and the like, as well as language recognizing that the City is not responsible for enforcing provisions in any CCR, but that it rests with the specific HOA for a particular subdivision.

Transportation Concurrency.

21. RMC 19.60.095(D) mandates that a projects like this preliminary plat proposal may 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. (emphasis added).*”
22. One of the primary reasons for the Remand Order was based upon testimony and evidence showing that transportation concurrency requirements could not be satisfied until a final, updated Transportation study for the BMS community was approved by the City of Richland. Before the remand, there was no clarity on precisely what “yardstick” the City was using to

³ This document was not included in the application materials or the Staff Report but was provided to the Examiner during post-hearing research to obtain access to relevant legal instruments addressing many of the topics raised by BMS residents in connection with other BMS project applications before the Examiner. Given the substance of comments that were not adequately addressed in testimony or written materials already in the record, the Examiner found good cause to reopen and supplement the record at the end of last week, to include a copy of the CC&Rs and a copy of the entire BMS Master Agreement, which includes provisions that resolve some unanswered questions at the time of the Remand Order. The record is now closed, and this Decision is in order. (See H.Ex. Rule 1.14(d) re: official notice of records; and Rule 1.17, reopening to supplement record; new Exhibits 16 and 17).

determine if and when various road improvements will be required. Following the Remand, the City's Public Works Director and Transportation Engineer offered credible, un rebutted evidence and sworn testimony as part of the Goose Ridge II hearing process, establishing that "Building Permits issued" instead of "approved lots" are used as the yardstick to determine if and when various transportation improvement requirements are triggered for projects in the BMS community.

23. Having reviewed and considered the entire record, including the entire BMS Master Agreement that has been added to the record by the Examiner as *Exhibit 16*, and prior sworn testimony from City Public Works staff responsible for transportation system improvement issues, the Examiner finds and concludes that the "yardstick" used by the City to count units for purposes of triggering various transportation improvements is actual building permits issued by the City in the BMS community, and not the number of lots approved in final plats issued for properties that are located in the BMS community. (*Testimony of Mr. Rogalsky during this hearing as well as during the Goose Ridge II hearing; Testimony of Mr. D'Alessandro during the Goose Ridge II hearing; Ex. 12, Public Works Department memo detailing specific transportation improvement projects funded by Traffic Impact Fees collected in Traffic Impact Zone 3, where the proposed plat is located*).
24. Mr. Rogalsky provided credible and reassuring testimony, within the scope of his professional expertise, and provided written materials explaining that this proposal will be required to pay transportation impact fees that are used to fund a long list of specific transportation improvements needed to mitigate impacts associated with this proposed plat. (*Ex. 12; Testimony of Mr. Rogalsky*).
25. Based upon the testimony of Mr. Rogalsky, *Exhibit 12*, and the mitigation measures included in the Planned Action Consistency Determination issued on November 3, 2021 (*Ex. 7*), the Examiner expressly finds and concludes that a specific list of required transportation system improvements or strategies are or will be in place at the time of occupancy of this project, or the impact fee revenues to be collected for each building permit issued for homes in the new plat will serve as an adequate financial commitment to complete the required improvements within six years of final plat approval for this plat. However, if at the time of final plat approval for any phase of this plat, City officials determine that impact fees and other resources (including additional contributions from or work performed by private developers) have been or will be inadequate to complete transportation projects required as conditions to mitigate the impacts of this plat, then the final plat could be denied. (*See RMC 19.60.095(D), concurrency requirements for preliminary plats; RMC 24.12.110, Final Plat approval requirements*).
26. In response to public comments from local residents in the BMS community in other preliminary plat hearings, or from surrounding jurisdictions like the City of West Richland, expressing concerns that the timing of some transportation projects may have been changed from dates given in the Master Agreement, the Examiner directs attention to Section 19.4 of the BMS Master Agreement, which reads as follows: "The timing for the construction of

Transportation Improvements is set forth in Exhibit B⁴. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.” Mr. Rogalsky and Mr. D’Alessandro have offered credible testimony in public hearings summarizing some of the projects where timing has been changed, as they deemed to be in the public interest. Moving forward, periodic written reports or updates from the Public Works Director on the City’s website pages summarizing BMS community information may be helpful to keep the public and neighboring jurisdictions (like West Richland) better informed, and to maintain public confidence that transportation system requirements are appropriately monitored and enforced, all as the Public Works Director might deem to be in the public interest. An additional condition of approval has been included as part of this Decision, specifying that changes in the timing of road improvements required as part of this project shall be considered “Minor Revisions” to the approved preliminary plat, subject to a Type I approval process that includes public notice of such decisions and possible appeals to the Examiner, noting that any review of such revision requests will require substantial deference to any determination made by the Public Works Director. (See RMC 19.20.010 and .030; See Condition of Approval, General **Condition J**).

27. While the issue may have already been resolved through discussions between state and city officials, the applicant and City staff should be fully advised that no phase of final plat approval should move forward until concerns expressed by WSDOT are adequately addressed. See *Ex. 11*, the WSDOT Comment letter dated November 10, 2021, from Region Planning Engineer, Paul Gonseth, P.E., found on page 80 in the .pdf file for the Final Staff Report materials, which reads in relevant part as follows:

“The subject property is in the vicinity of Interstate 82 (I-82) and the Dallas Road (Exit 104) interchange and within the Badger Mountain South (BMS) subarea. I-82, including the interchanges, is a fully controlled limited access facility, Highway of Statewide Significance (HSS), and part of the National Highway System (NHS). We are not opposed to this proposal, or any previous proposals within the BMS subarea; however, we are concerned with the cumulative impact development of the subarea is having on I-82, specifically the Exit 104 interchange. Exit 104 currently operates within acceptable safety and operational thresholds and it is to the benefit of the city, county and state to preserve this interchange’s safety and efficiency. The additional vehicle trips generated by this project will cause the total subarea trip level to exceed all mitigation triggers described in exhibit B of the BMS master agreement. To date, no effort to mitigate subarea impacts to I-82 and Exit 104 has been made. The latest analysis, the draft BMS Traffic Impact Analysis (TIA) dated May 14, 2021, states the eastbound and westbound ramp terminals at Exit 104 are projected to fail in 2025. The TIA also recommends the developer only contribute towards a portion of the cost to mitigate these impacts and doesn’t clearly identify a complete funding strategy. It is our position that the BMS subarea is the sole driver creating the need for improvements to Exit 104, and the developer and city are responsible for ensuring these impacts are mitigated prior to the year 2025.

Therefore, as a condition of plat approval, the city and developer must amend the BMS master agreement to include fully funded mitigation strategies and updated timelines to preserve the safety and efficiency of the I-82 Exit 104 interchange. [...]”. (*Ex. 11, Comment Letter dated November 10, 2021, from WSDOT Region Planning Engineer, Paul Gonseth, P.E., included as part of documents erroneously marked Exhibit 12, provided with the Final Staff Report package, found on page 80 of 80 in the .pdf file*).

⁴ Included as *Ex. 16* in this record for the South Orchard application.

SEPA Compliance.

28. The City of Richland’s Planned Action Ordinance adopted in or about 2010 for the Badger Mountain master planned community covers development within the Badger Mountain South Subarea. The Supplemental Final Environmental Impact Statement issued in 2010 for the Planned Action Ordinance covers the site of this proposed plat. (*Final Staff Report, page 11*). 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. (*Final Staff Report discussion on page 11; and Ex. 7, Planned Action Consistency Determination*). With such documentation, and so long as the project is developed in a manner that meets the conditions of approval imposed as part of this Decision, which mandates compliance with the LUDR provisions applicable to the BMS master planned community, the pending application satisfies(ies) applicable SEPA review requirements.
29. The applicant objected to Staff’s proposed Condition in the Initial Staff Report that would have mandated a professional archaeological survey of the site prior to ground disturbing activities, based on a letter from the Department of Archaeology and Historic Preservation. (*See .pdf page 74 of Initial Staff Report file materials, where a DAHP official explains that: “Our statewide predictive model indicates that there is a moderate probability of encountering cultural resources within the proposed project area.”; Initial Staff Report; Testimony of applicant representatives at the July hearing*).
30. There is no evidence in this record to show that DAHP’s predictive model mapping was ever included as part of the record reviewed or considered at the time the original environmental review occurred for the BMS community in the late 2000s or whenever it occurred.
31. Similarly, there is no evidence in the record showing that information included in a written comment submitted by the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) was ever included as part of the environmental information reviewed or considered when the BMS environmental reviews took place in the late 2000s. (*See Exhibit 7A, a written comment from the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) dated July 7, 2021, which reads in part as follows:*

“[CTUIR] has reviewed the materials regarding the BMS South Orchard project. The project area is in close proximity to three historic properties of religious and cultural significance, Piyuušmaamí uštáy (‘hills of the snakes’), usipamá (‘for horses’), and Wišpúuša (‘Beaver’) to the CTUIR. Given that the project area is in close proximity to these traditional use areas and that the project will reach native soils, the likelihood of encountering cultural resources is high. Therefore, we recommend a cultural resource survey with subsurface testing.”
32. The Final Staff Report modifies the initial recommendation for a full cultural resource survey, omitting a recommended condition to this effect, and makes reference to RCW

43.21C.440.3(b), regarding no requirement for additional environmental review if a proposal is consistent with the development described in the planned action ordinance. (*Final Staff Report, page 20, item 28*).

33. In any event, the Examiner finds and concludes that there is a clear preponderance of un rebutted evidence establishing that cultural resource concerns must be taken into account as this project moves forward. Accordingly, the applicant must confer with DAHP and CTUIR officials, to generate an Inadvertent Discovery Plan, to be onsite throughout ground disturbance work on the site, independent of substantive SEPA authority, but to be consistent with other state statutes addressing cultural resource protections, including without limitation RCW 68.50.645, RCW 27.44.055, and RCW 68.60.055.

Public Hearing.

34. The open-record public hearing for this revised application occurred on November 17, 2021, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. Brief summaries of key topics raised during public testimony is provided in other parts of this Decision. The hearing was conducted using the Zoom online hearing platform, coordinated by City Staff, all in accord with proclamations and public health measures in effect at this time. The Examiner has visited the site of the proposed project on multiple occasions, and public roads leading to and from the vicinity of the proposed plat, and is familiar with the larger Badger Mountain South area from previous visits in connection with other applications over the last few years.
35. The Final Staff Report and recommendation of approval includes a number of specific findings and conditions that partially establish how the underlying plat application, as conditioned, can satisfy provisions of applicable law, be consistent with the city's Comprehensive Plan, and designed or conditioned to comply with applicable development standards and guidelines. It points out some requirements found in the LUDR that must be satisfied before any phase can be granted final plat approval.
36. Additional conditions of approval have been added by the Examiner to ensure that all staff and future developer representatives fully understand and appreciate that the burden is on the applicant to show compliance with applicable provisions of the LUDR and the Richland Municipal Code at every stage of development, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report, or in this Decision.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

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

things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.” The effect of this provision boils down to this: compliance with the City’s Comprehensive Plan can be established, or at least partially established, through compliance with the city’s platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, a preponderance of evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city’s land platting regulations that are applicable to this project, 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)*. Obviously, if the proposed plat is not designed and/or conditioned to demonstrate compliance with all applicable LUDR provisions, then the application would NOT be compliant with the city’s comprehensive plan.

As Conditioned, and if developed in compliance with requirements in applicable LUDR provisions, the proposed plat will provide public benefits

38. The applicant’s submittals 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, 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.

A preponderance of evidence in the record demonstrates the proposed project, as conditioned, satisfies approval criteria.

39. The record contains a preponderance of evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
- A. The public health, safety, and general welfare: *See Final Staff Report; all Findings above; Conditions of Approval; Ex. 7, Planned Action Consistency Determination, mitigation measures; Testimony of Public Works Director re: Transportation System improvement issues.*
 - B. Open Spaces: *Findings above, Conditions of approval; Final Staff Report, including discussion on bottom of page 14.*
 - 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. *Final Staff Report, recommended Storm Water conditions; Ex. 7, mitigation measures.*

- 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. *Final Staff Report, proposed conditions; Testimony of Public Works Director; Ex. 12, list of transportation projects funded by impact fees to be collected in connection with this project; Ex. 7, mitigation measures; Conditions of Approval, including addressing Traffic and Streets.*
- 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 15.*
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide domestic water. Irrigation water will continue to be available within the plat, as provided by the Badger Mountain Irrigation District. *Staff Report, pages 10 and 25; TAC recommended Domestic Water conditions on pages 18 and 19 of the Staff Report.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 12 and 15, recommended Sanitary Sewer Conditions of Approval.*
- H. Parks and recreation, playgrounds, schools: The Staff Report and site plans show that the project includes provisions for new trails, green space, some park like amenities, advancing the Badger Mountain South vision with homes in close proximity to recreational venues throughout the master planned community. The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. School needs for future residents are adequately addressed in the LUDR for the Badger Mountain South master planned community. *Staff Report, page 15. Conditions of approval require compliance with LUDR provisions, including the 3-block proximity to parks/open space standard for homes in the NG districts, LUDR 1.F.1(c).*
- I. Planning features to assure safe walking conditions for students: The proposed plat includes walking paths and sidewalks that will adequately provide safe walking routes and conditions for school children. *Ex. 2, revised preliminary plat plans showing sidewalks and trails in the new plat.*

40. Except as modified in this Decision, all Findings, and statements of fact contained in the Final Staff Report are incorporated herein by reference as Findings of the undersigned hearing examiner.⁵

41. 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.

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⁵ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Decision, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein.

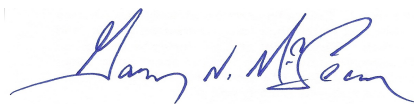
V. CONCLUSIONS OF LAW.

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Staff Report and as modified by the Examiner in this Decision, are reasonable, supported by the evidence, and capable of accomplishment. Additional conditions have been added to ensure that provisions of the LUDR are followed as the project moves forward.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VI. DECISION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visits through the BMS community, **the undersigned Examiner APPROVES the "South Orchard" Preliminary Plat** application, subject to the Conditions of Approval set forth below and adopted herein as part of this Decision.

Decision issued: December 16, 2021.



Gary N. McLean
Hearing Examiner for the City of Richland

**CONDITIONS OF APPROVAL
FOR THE
PRELIMINARY PLAT OF SOUTH ORCHARD
FILE NO. S2021-104**

In accord with authority granted in the Richland Municipal Code, the hearing examiner grants the above-referenced preliminary plat application subject to conditions, modifications and restrictions set forth below, all found necessary to make the application compatible with the environment, and carry out applicable state laws and regulations, and the regulations, policies, objectives and goals of the city's comprehensive plan, zoning code, subdivision code, and other ordinances, policies and objectives of the city.

General Conditions:

- A. Development of the plat shall be substantially consistent with drawings provided in the Preliminary Plat maps included as part of the revised application materials (*Ex. 2*), subject to modifications necessary to comply with these conditions of approval.
- B. Preliminary Plat approval shall be null and void if any condition enumerated herein is not satisfied.
- C. No construction or site development activities related to the plat may be undertaken until required city approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.
- D. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and/or amended by the City.
- E. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits, licenses, or approvals shall be considered conditions for this project.
- F. The final engineering plans and submittals necessary to obtain final approvals for each phase of the plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.
- G. The preliminary plat shall comply with all applicable provisions of the Richland Municipal Code, and LUDR provisions for the Badger Mountain South community where this plat is located, whether or not such provisions are enumerated or referenced in the approved preliminary plat plans, in the staff report or in this Decision; provided adjustments to road widths, sidewalk and trail dimensions shall be in accord with final reviews and determinations by the City's Public Works Director, who is authorized to exercise sound engineering judgment in such matters, and that some adjustments may constitute Minor or Major Revisions to the Preliminary Plat, as explained in Condition J, below. The burden is on the applicant to show compliance with these conditions and applicable provisions of the City's code and LUDR provisions at every stage of development, including without limitation the 1,000 foot limit on uninterrupted block lengths, and the "3-Block" proximity to a park, mini park, or other type of open space standard for houses in the BMS-NG District. (*LUDR Sec. 7.B.2 and Sec. 1.F.1(c)*).

- H. The preliminary plat can be developed in 4 (four) phases, as identified in the application materials and depicted on revised plan sheets included in Ex. 2, subject to compliance with all final conditions herein.
- I. Final Covenants, Conditions and Restrictions (CCRs) for each phase of this plat shall be submitted with the final plat application for each phase, and shall be recorded prior to the final plat. The CCRs are subject to review and approval of the Planning Manager and City Attorney to ascertain if the documents are sufficient to assure compliance with these Conditions of Approval, SEPA Mitigation measures, and LUDR provisions. At a minimum, the CCRs shall include provisions for repair, maintenance and performance guarantee of any tracts, private parks or open space, landscaping, facilities, utilities or amenities which are private and commonly owned by the homeowners of the plat, and clearly explaining that the City of Richland is not responsible for enforcement of private CCRs. Language shall also be included in the CCRs that require notification to the City of Richland Planning Manager of any amendments to the CCRs, and that the City shall have the authority to object to any modification that is inconsistent with any condition lawfully placed upon the subdivision by the City of Richland.
- J. ***Process for Review of Potential Minor or Major Revisions to this Preliminary Plat.*** Revisions to an approved preliminary plat are reviewed under RMC 19.20.010, with minor revisions reviewed as a Type I application (see RMC 19.20.010(A)(5)), which requires approval by the Director; and major revisions reviewed as a Type III application requiring approval by the Hearing Examiner (See RMC 19.20.010(C)(1)).

As provided in RMC 19.20.030, a Type I application does not require public notice, but public notice must be issued regarding any decision to approve a Type I application, which is then subject to appeal before the Hearing Examiner; and all Type III applications require full public notice of such application, an open record hearing, and a decision by the Hearing Examiner.

Because this application and others in the BMS community have generated significant public comments generally expressing concerns that some requirements, conditions, or expectations for prior BMS developments were modified or abandoned, or the timing of some requirements has been changed, it is in the public interest for this preliminary plat approval and future BMS projects to provide a clear condition explaining the sorts of revisions that will require a Type I or Type III review and approval, subject to application fees and filing requirements as determined by the Director or his/her designee.

For this preliminary plat, “Major Revisions” shall include proposed changes in primary access points or increase in the number of peak hour vehicle trips, expansion of site area, increase in the number of lots, elimination of or substantial change to a required transportation system improvement, substantial expansions of environmental impacts, or substantive changes to any finding of fact or condition of approval in the Decision approving the preliminary plat.

“Minor Revision” shall include proposed changes that the Director determines to be minor but still within the scope of the original preliminary plat approval. Minor revisions can include, without limitation: changes to the boundaries and lots within phases of the preliminary plat; changes in the timing of construction of road improvements mandated in the BMS Master Agreement, the LUDR, or these Conditions of Approval, if deemed to be in the public interest by the Public Works Director; technical engineering items and details, unless the proposed detail modifies or eliminates features specifically required as an element of approval; minor changes in lot or tract lines or dimensions, with no change in density; minor changes to street alignment or utility design; minor changes to street, sidewalk, or trail dimensions, based on site conditions, sound engineering judgement, or public safety considerations; reduction in the number of lots approved, as long as the modification meets any minimum density requirement; minor changes to clarify notations on the face of the plat; a change to a condition of approval that does not modify the intent of the original condition; and reconfiguration of

any designated park, trail, open space, or recreation areas, provided, that no reduction in overall area occurs.

- K. ***Right of Way Permit for Construction Traffic.*** Based on compelling testimony and evidence contained in the record for projects in the BMS master planned community that demonstrated a need for specific conditions to reduce the impacts of construction-related traffic that will move through surrounding neighborhood streets as the new plat is developed and homes are constructed therein, and under authority granted in development regulations found in the Richland Municipal Code, including without limitation RMC Chapter 12.08 (Right of Way Permits) and the purpose and intent of erosion, dust, traffic, pedestrian-safety and water-pollution control regulations set forth in other provisions of the RMC, the following Condition shall be satisfied prior to issuance of any clearing and grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s):

The applicant is required to apply for a Right of Way Permit before the issuance of any grading, building, demolition, or other construction permit associated with development of or within the new plat that the Public Works Director determines is likely to have a material impact on any segment(s) of the city's existing public street network that will be used to obtain access to and from the plat-development site(s). In some cases, more than one Right of Way Permit may be required, such as one for hauling and one for construction work within the right of way. A Right of Way Permit issued under this Condition is intended to regulate activity within the city right of way, and is required of any person who performs construction-related work within existing or proposed city rights-of-way, easements, or on city-owned infrastructure, including without limitation the following:

- a) Designated truck hauling routes.
- b) Truck loading and unloading activities.
- c) Hours of construction and hauling.
- d) Continuity of pedestrian facilities.
- e) Temporary traffic control and pedestrian detour routing for construction activities.
- f) Street sweeping and maintenance during excavation and construction.
- g) Location of construction fences.
- h) Parking for construction workers.
- i) Construction vehicles, equipment, and materials in the right of way.
- j) All other construction activities as they affect the public street system.

In addition, the applicant shall submit for review and approval by the Public Works Director a plan for providing pedestrian access on existing public streets that are impacted during construction of this project (if any). Access on such existing public streets shall be provided at all times during the construction process, except when specific construction activities such as shoring, foundation work, and construction of frontage improvements prevents access. General materials storage and contractor convenience are not reasons for preventing access along streets, sidewalks or other portions of the city street system surrounding the new plat.

- L. ***Inadvertent Discovery Plan Required.*** Based on unrebutted comment letters from DAHP and the Confederated Tribes of the Umatilla Indian Reservation, before commencement of any ground disturbing activities in connection with development of this proposed plat, the applicant shall submit a proposed Inadvertent Discovery Plan (IDP) for review and approval by the Planning Manager, which

shall be consistent with state codes and regulations regarding cultural resources. The proposed IDP should be developed in consultation with DAHP and tribal officials who provided comments in the record for this matter. A copy of an approved IDP, subject to updates and additional provisions or mandatory contacts that may be imposed by the City's Planning Manager, including current names and contact numbers, must be provided to all contractors and be available on-site for reference throughout all phases of the development process that might involve ground disturbance work. If ground-disturbing activities uncover or reveal objects that might appear to be protected resources during the course of construction, then all activity will cease that could cause further disturbance to such items, until notifications are made to appropriate parties, as detailed in the approved IDP and as may be mandated by the City's Planning Manager. This Condition may be satisfied with an IDP that is consistent with DAHP guidance on the topic, but must include current names and contact numbers. For instance, in an effort to standardize language and to be consistent with state law, the Department of Archaeology and Historic Preservation offers the following text relating to the inadvertent discovery of human skeletal remains to be used in the development of inadvertent discovery protocols⁶:

**Inadvertent Discovery of Human Skeletal Remains on
Non-Federal and Non-Tribal Land in the State of Washington
(See RCW 68.50.645, RCW 27.44.055, and RCW 68.60.055)**

"If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains."

M. Whether restated or discussed elsewhere in these Conditions of Approval or this Decision, each and every of the mitigation conditions provided in Ex. 7, the Planned Action Consistency Determination issued for this revised application on November 3, 2021, are incorporated herein by reference as individual Conditions of Approval adopted by the Hearing Examiner for this preliminary plat.

Conditions Derived from the Final Staff Report:

1. Street names are not reviewed or vested until construction plans are submitted for review. The street names included on the pre-plat may not be approved or available during the construction plan review process.

⁶ Available on the DAHP website, at: <https://dahp.wa.gov/archaeology/human-remains/recommended-inadvertent-human-remains-discovery-language>

2. If any of the small tracts have the potential to one day become building lots, utility stubs should be provided to them to avoid the need to cut new streets.
3. Any future storm drainage tracts will be dedicated to the city for ownership. The “Tract Note” on sheet C001 of the pre-plat should be amended to include this.
4. All final, approved plans for public improvements shall be submitted prior to pre-con on a 24” x 36” hardcopy format and also electronically in .dwg format compatible with the City’s standard CAD software. Addendums are not allowed; all information shall be supplied in full size (and electronic) format. Electronic copies of the construction plans are required prior to the pre-con meeting along with the multiple sets of paper drawings. When construction of the public infrastructure has been substantially completed, the applicant shall provide paper and electronic record drawings in accordance with the City’s “Record Drawing Requirements”. The electronic record drawings shall be submitted in an AutoCAD format compatible with the City’s standard CAD software. The final record drawings shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
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. All necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
6. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning work, per RMC Chapter 12.08. The applicant shall pay a plan review fee based on a cost-per-sheet of engineering infrastructure plans. This public infrastructure plan review fee shall apply each time a project is submitted for review. This fee will be different for commercial projects versus subdivision projects. Please visit the Public Works Private Development page on the City’s webpage to find the current per-sheet fee. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the approved plan submittal.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final plat acceptance.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

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

Design Standards:

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

- a) All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details, Public Infrastructure Design Guidelines and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
- b) Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
- c) All utilities shall be extended to the adjacent property (properties) at the time of construction.
- d) 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.
- e) 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.
- f) All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
- g) All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
- h) The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mailboxes. All electrical appurtenances such as transformers, vaults, conduit routes, and streetlights (including their circuit) need to be shown in the plan view.
- i) The contractor shall be responsible for all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
- j) 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.

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

- 2-inches compacted gravel, minimum (temp. SEVA only).
- 2% cross-slope, maximum.
- 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
- Be 20-feet in width.
- Have radii that are accommodating with those needed for City Fire apparatus.

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

Survey Monument Destruction:

14. All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.
- a. No survey monument shall be removed or destroyed (the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states “It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments.” (RCW 58.09.130).
 - b. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120- 030(2)).
 - c. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).
 - d. 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.
 - e. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

15. The South Orchard preliminary plat is subject to the City’s traffic impact fee program (RMC 12.03), subject to payment of all such impact fees in an amount as established by the City of Richland at the time of each building permit application. The program includes street and intersection improvements sufficient to mitigate the off-site impacts of this project. The developer of this proposed project may receive credit for construction of the improvements listed in RMC 12.03.
16. Projects either completed and occupied or approved for future development within Badger Mountain South have resulted in traffic generation that requires an update to the Badger Mountain South Traffic Impact Analysis as identified in Exhibit B, Section 5.3 of the Master Development Agreement. **Final plat approval will not be granted for ANY phase of this project until the Badger Mountain South Traffic Impact Analysis is updated and accepted by the Public Works Director and other necessary approvals are accomplished to effectuate, amend, or mandate compliance with the approved TIA, as determined by the City Attorney (i.e., possible amendment to portions of the BMS Master Agreement, the LUDR, or other legal instruments).**
17. This project will create impacts to three intersections that **shall be mitigated** with intersection improvements.
- a. The Gage/Reata intersection improvements shall include the construction of a roundabout designed for the 2040 anticipated full build-out traffic volumes. This intersection should be completed with the phase of construction that connects Gage Boulevard to Reata Road.

- b. The Gage/Morningside intersection improvements shall include a roundabout or mini roundabout to account for both on-site and planned off-site future peak traffic volumes related to development traffic from the west. These intersection improvements shall be completed along with the phase that constructs the Gage/Morningside intersection.
 - c. The Road A/Reata Road intersection improvements shall include a westbound right turn lane from Reata onto Road A, and a southbound right turn lane from Road A onto Reata. These intersection improvements shall be completed along with the phase that constructs the Road A/Reata Road intersection.
18. The Gage Blvd./Road N intersection is anticipated as needing a roundabout when future development continues the extension of Gage Blvd. to the north. Adequate right-of-way shall be provided at this intersection for the anticipated roundabout.
19. The developer shall conduct a preliminary design of Gage Blvd. and Road A (horizontal and vertical alignment) to a point at least 500-feet offsite to the north, or to its next northerly intersection, whichever is further, to confirm the most appropriate alignment. These designs shall be completed concurrent with phase 1.
20. Gage Blvd., Road A and Road N will be classified as “Major Collectors”.
21. On-street parking and driveway accesses for single family lots will not be permitted onto Major Collector streets.
22. Morningside Parkway as designed on this proposed pre-plat will be classified as a Minor Collector.
23. The curves at the south end of Road A need to be designed with a centerline radius compliant with a major collector, per AASHTO design guidelines. The applicable street section for Road A shall include a separated pathway for the full length of Road A, as detailed in the LUDR for a 2-lane arterial collector.
24. Sheet C002 identifies a road section with a median, however it is not clearly identified where that road section is intended to be within the pre-plat. Medians shall not interfere with left-turning movements at intersections. The developer shall obtain approval from the City’s Traffic Engineer for all median designs.
25. Lots fronting on Gage Blvd. shall take access from a rear alley easement. Single family residential driveway access to Gage Blvd. will not be permitted.
26. The City anticipates an update to the LUDR in the near future that will revise the standard street cross sections throughout Badger Mountain South. The developer is requested to consult with Public Works regarding the anticipated cross section changes and to utilize them in anticipation of the LUDR update being completed. Alternatively, this project shall utilize street cross section designs in the LUDR as it exists at the time of infrastructure permitting.
27. Road “A” shall be constructed full-width at the time that the phase which constructs the lots adjacent to Road A is developed. The full road section (curb, gutter, sidewalk, and pathway) shall be constructed on both sides at that time.
28. Reata Road is currently a Benton County road in this area. Staff at the City and Benton County have begun a process to transfer this right of way to City jurisdiction. If this process is not completed all intersections with Reata Road must be reviewed and approved by Benton County. If the process is

completed as proposed by City and County staff, the intersection designs will be reviewed and approved by the City.

29. A note will be included on the face of the final plat stating that no driveways will be allowed directly onto Reata Road with the exception of Lot 1. Proposed driveways from Lot 1 onto Reata Road will need to be approved by the City of Richland Traffic Engineer and Benton County Public Works.
30. A ten-foot public utility easement adjacent to the Reata Road frontage shall be provided on the face of the final plat.
31. 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, HOA tracts, etc.).
32. The developer and his engineer shall demonstrate on the construction plans that all future driveways, sidewalks and pedestrian ramps will meet City and ADA requirements, and also provide at least 5-foot of separation between driveway and/or pedestrian ramp transitions.
33. Pedestrian ramps shall be designed to current City standard details and A.D.A. standards. Adequate right-of-way shall be provided at corners to allow for at least 1-foot of ROW behind the ped. ramp landing. Crosswalks between pedestrian ramps shall be designed to City standards. Crosswalks at stop-controlled intersections shall have cross-slopes less than 2%. Crosswalks crossing thru-streets shall have cross-slopes less than 5%. The road profile shall be designed to accommodate this.
34. The vision-clearance triangle shall be shown on all corner lots (including access easements that serve multiple homes) on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in or within 500-feet of a curve, it will have to be evaluated per AASHTO guidelines. The assumed speeds for sight triangle evaluation are 35 mph for Major Collectors, 30 mph for Minor Collectors and 25 mph for local streets. This information shall be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
35. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
36. The proposed 18-foot “rear alley” easements shall be private access ways which are for the use and benefit of the homeowners that abut said roads and are to be maintained by the adjacent property owners and/or the HOA. The City of Richland accepts no maintenance responsibility for these rear alley easements.
37. All intersections of private shared driveways and alleys with City streets shall be standard commercial driveway drops constructed to City standards.
38. Street signs indicating any restricted parking areas shall be installed prior to final platting at the developer’s expense. The restricted parking areas shall be indicated on the construction plans and the final plat. All signage will be installed by the developer prior to final platting.
39. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements. 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.

40. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turnarounds built at the end of them. If the temporary turnaround is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

41. Any grading operations that take place near or over the top of the existing domestic water main shall ensure that adequate cover remains over the water main to protect it from breakage or freezing. It shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of grading operations, or that will result in this water main being in a building lot. This water main needs to be within the roadway whenever possible. The existing main shall be exposed and surveyed at multiple locations as part of the grading permit application.

42. In accordance with municipal code, domestic water mains shall be extended to the adjoining properties adjacent to the preliminary plat, provided they are in the correct pressure zone.
43. If the homes within this preliminary plat are required to install residential fire sprinkler systems, the sprinkler systems shall be the flow-through type in compliance with the City's cross connection control program.
44. 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.
45. The fire hydrant layout shall be approved by the City Fire Marshal.
46. Domestic water mains shall be extended to adjoining properties adjacent to the preliminary plat, where appropriate.
47. In accordance with Richland Municipal Code Chapter 18.16.080, an irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right- of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

Sanitary Sewer:

48. 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.
49. This preliminary plat may receive City sanitary sewer service only after completion of a new sewer pump station and required improvements to the existing Dallas Road sewer pump station are completed. The developer shall update the Badger South subarea sewer service plan to reflect current planning assumptions for the development and complete the sewer system design and construction required to

serve this project. If the developer constructs capacity beyond the needs of this project it will be eligible for a latecomer agreement per Richland Municipal Code.

50. A 10-foot-wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
51. Sanitary sewer shall be extended to the adjoining properties adjacent to the preliminary plat, where appropriate and where grade allows.

Storm Water:

52. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. The Developer shall be responsible for compliance with the permit conditions. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition, a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal. The City has adopted revised standards affecting the construction of new stormwater facilities 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.
53. All public storm drainage systems shall have their flow rate and storage capacity designed by a professional engineer following the core elements defined in the latest editions of the Stormwater Management Manual for Eastern Washington, the current Richland municipal codes, the Phase II Municipal Stormwater Permit, and the City's "Public Infrastructure Construction Plan Requirements and Design Guidelines". The storm water calculations shall be stamped by a professional engineer and shall include a profile of the storm system showing the hydraulic grade line. The calculations should include an accurate delineation of the contributing drainage area to accurately size the stormwater facilities. Passing the storm water downhill to an existing storm system will require an analysis of the downstream storm system to determine its capability of accepting the storm water without being overwhelmed. The applicant's design shall provide runoff protection to downstream property owners.
54. 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.
55. 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").
56. Any proposed storm drainage retention facilities within the boundary of the proposed preliminary plat shall not adversely affect neighboring properties.
57. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain

itself within 72 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not percolate within 72 hours.

58. 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 to handle the additional flow from future developments in the vicinity. The storm drainage system for this development, both its conveyance and retention / infiltration components, shall be designed to effectively manage runoff from upstream properties that can be anticipated to convey stormwater onto this property because of a pre-development runoff condition, or as a result of flows discharged that are in excess of the design storm from the upstream property. Additionally, as this property is upslope of developed properties the stormwater system shall include provisions for possible discharge of runoff onto downslope properties from storms in excess of the design storm as described above. Those provisions may be required to include off-site downslope conveyance facilities and/or flowage easements allowing for the conveyance of stormwater to and across downslope properties.
59. The amount of post-development storm runoff from the proposed site shall comply with RMC Chapter 16.06.
60. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat, where appropriate and where grade allows.
61. The parcel occupied by the stormwater basin shall be identified as a separate parcel or tract on the final plat and shall be dedicated to the City stormwater utility. The design of the basin shall include access features meeting the city's needs for maintenance.
62. The developer shall consider the long-term appearance of the storm basin, particularly if it will occupy a prominent location in the development. The City's typical storm pond maintenance practices consist of semi-annual vegetation trimming and silt and debris removal. If the pond location is deemed by City staff as being in a prominent location the developer shall design and install fencing and/or landscaping to mitigate the pond's visible character for the surrounding properties. If the City requires this type of treatment to the pond site, the developer may propose landscaping treatments consistent with the development and establish maintenance responsibilities to remain with the development. These maintenance responsibilities shall be noted on the final plat. Basins designed as detention and evaporative basins need to include plantings that will tolerate or thrive in standing water. Planting designs for areas not routinely exposed to water shall include plants that will thrive without irrigation unless the developer intends to maintain an irrigated pond site. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above.
63. The developer shall be responsible for landscaping the storm pond and for its maintenance and the plantings through the one-year infrastructure warranty period. At 11 months after the final acceptance date the developer shall clean the storm system and basin of all accumulated oil, sediment, and debris. After this maintenance is completed and inspected the City will begin routine maintenance of the system and basin. The developer shall replace any plantings that have failed to survive the warranty period. The developer shall also perform trimmings required to control weeds in excess of 18-inches in height for the 12-months following the date of final plat acceptance.

Final Platting / Project Acceptance Requirements:

64. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the

record drawing process. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

65. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site (“third party”) easements or rights-of-way for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to final platting.
66. 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.
67. Ten-foot-wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
68. The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
69. 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 homeowner’s association. A note shall be added to the face of the final plat that states: “The proposed rear alley easements shall be private roadways which are for the use and benefit of the homeowners that abut said roads and are to be maintained by the adjacent property owners or the HOA. The City of Richland accepts no maintenance responsibility for rear alley easements”.
70. A note shall be added to the face of the plat that states: “The private rear alley easements within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable.”
71. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the property owners to maintain.
72. A one foot “No access / screening easement” will be required along the Reata Road, Gage Blvd., and “Road A” Right of Ways.
73. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
74. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
75. Any restricted parking areas shall be indicated on the final plats.
76. Future construction shall 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.

77. Note #3, as shown on sheet C001 of Exhibit 2, is not valid and shall not appear on any subsequent final plat(s). All lots shall be designed to meet setback requirements of the applicable BMS zoning district(s).
78. *Building Types.* Consistent with LUDR Sec. 1.G(5), and Sec. 7.B(5)(a)(2 and 3), the face of the final plat documents for all phases of the project must identify the building type(s) that will be allowed on each lot, and demonstrate that there will be two building types per block for all blocks of the proposed plat that are within the BMS-NC and BMS-NG Districts.
79. This project shall utilize street cross-section designs as proposed in the LUDR amendments (CA2021-108) by NorAm and their engineer in a separate code amendment application, so long as such amendments are recommended by the Planning Manager and the Public Works Director.
80. Street names will be reviewed when construction drawings are submitted to the Public Works Department. When construction drawings are submitted, please include two (2) street name options for each of the new street segments and the City will review to determine acceptable street names.
81. Final plats shall include addressing [brackets] placed on all lots and tracts adjacent to all public road frontages.
82. Pursuant to LUDR Section 1.G(5), final plats shall identify housing types allowed on each lot.
83. All rights-of-way shall include public pedestrian facilities and edge-type features as shown in Section 6 of the LUDR.

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

Notice of Rights to Request Reconsideration or Appeal This Decision

Reconsideration –

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

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

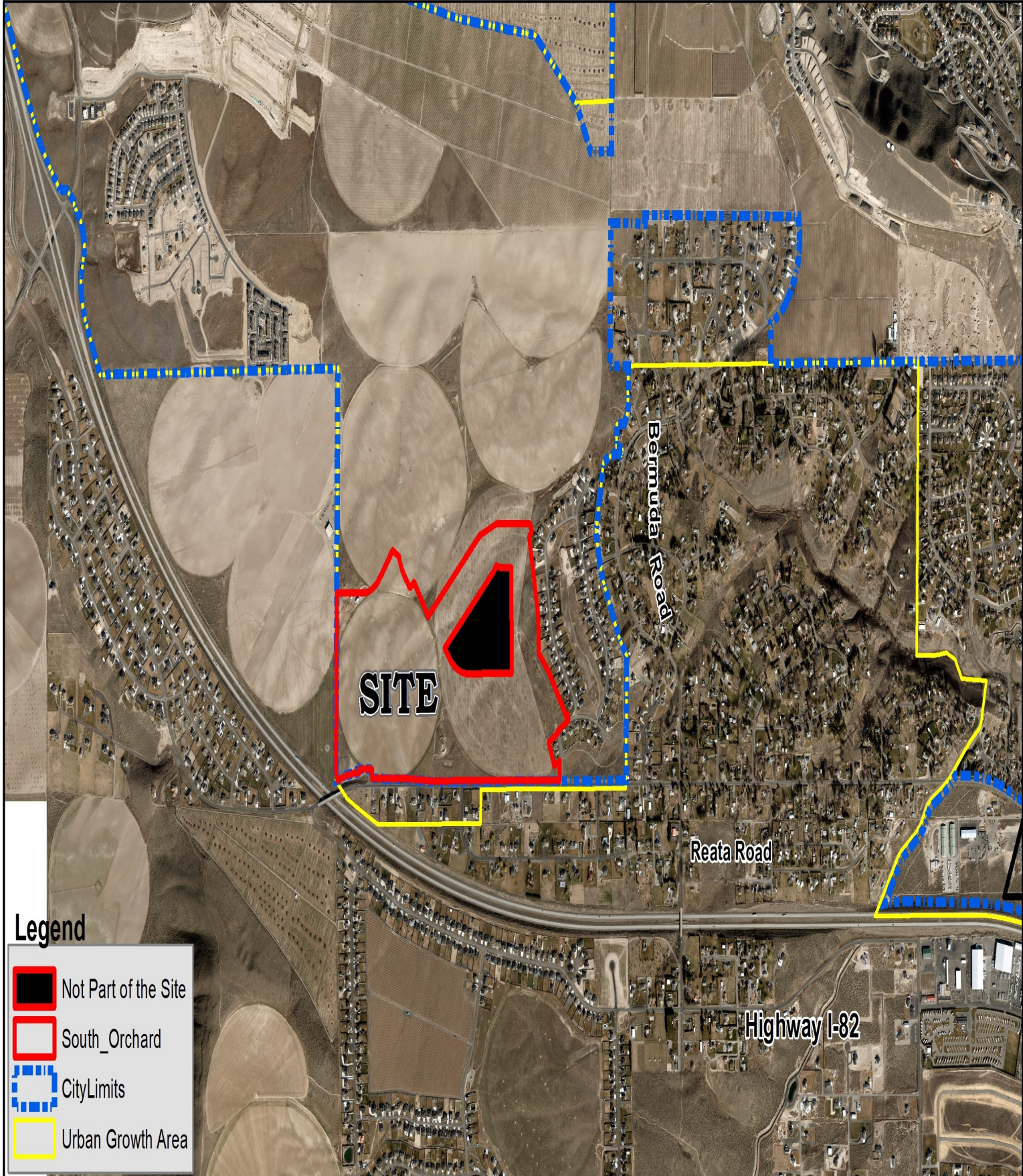
Appeal –

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

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

Vicinity Map

Item: Preliminary Plat - South Orchard (BMS)
Applicant: NorAm Investments LLC
File #: S2021-104





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-25, Authorizing Award of Bid to Ellison Earthworks, LLC for Truman Avenue Reconstruction and Kennedy Road Water Main Improvements

Department/Office
Public Works

Ordinance/Resolution Number:
2024-25

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-25, authorizing the City Manager to sign and execute a construction contract with Ellison Earthwork, LLC. for the combined Kennedy Road Transmission Pipeline and the Truman Avenue Reconstruction projects, and to execute changes orders up to the amount of \$100,000 to fulfill project intent.

Summary:

The 2022-2027 Capital Improvement Plan included a Water Fund project titled Kennedy Road Transmission Pipeline which will add flow capacity to an area of the water distribution system. The 2023-2028 Capital Improvement Plan included the Pavement Preservation Program which invested in resurfacing projects and street improvements in the area of the City south of the Yakima River. The 2023 Pavement Preservation Program allocated funds to resurface and improve Truman Avenue between Queensgate and Kennedy Road.

The Kennedy Road Transmission Pipeline and the Truman Avenue Reconstruction projects were combined to achieve improved value to the City. All project development and design work required to advance the projects to construction is now complete. Bids were solicited in accordance with the City's established purchasing policies with eight (8) bids received and opened on February 6, 2024. Ellison Earthwork, LLC submitted the lowest responsible bid of the eight (8) bids received. The low bid was in the range estimated by the project engineer, and the project budget is adequate to complete the combined projects using the lowest responsible bid.

The City's best interests are served by completing these combined projects to accomplish the objectives of the Capital Improvement Plan.

Staff recommends adoption of Resolution No. 2024-25.

Fiscal Impact:

The 2023 Capital Improvement Plan approved \$2,995,000 in the Pavement Preservation Program. The remaining 2023 Pavement Preservation Program funding of over \$569,500 is adequate to fully fund the Truman Avenue Reconstruction project, which is estimated at \$365,000 inclusive of construction, contingency and construction management. The 2022 Capital Improvement Plan approved \$750,000 for the Kennedy Road Transmission Pipeline project, which allows for full funding of the project, which is estimated at \$716,000 inclusive of construction, contingency and construction management.

Attachments:

1. Resolution No. 2024-25
2. Bid Tab: Truman Ave Reconstruction & Kennedy Road WM Improvements (ITB#24-0007)
3. Kennedy-Truman Vicinity Map

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AWARD OF BID TO ELLISON EARTHWORKS
LLC FOR THE TRUMAN AVENUE RECONSTRUCTION AND
KENNEDY ROAD WATER MAIN IMPROVEMENTS PROJECT.**

WHEREAS, the 2022-2027 Capital Improvement Plan included a project titled Kennedy Road Transmission Pipeline which will add flow capacity to an area of the water distribution system; and

WHEREAS, the 2023-2028 Capital Improvement Plan included the Pavement Preservation Program which invested in resurfacing projects and street improvements in the area of the City south of the Yakima River. The 2023 Pavement Preservation Program allocated funds to resurface and improve Truman Avenue between Queensgate Drive and Kennedy Road; and

WHEREAS, the Kennedy Road Transmission Pipeline and the Truman Avenue Reconstruction projects were combined to achieve improved value for the City (hereafter the “Project”); and

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

WHEREAS, bids were solicited in accordance with the City’s purchasing policies, with eight (8) bids received and opened on February 6, 2024; and

WHEREAS, Ellison Earthworks LLC submitted the lowest responsible bid of the eight (8) bids received; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a construction contract with Ellison Earthworks LLC in the amount of \$983,090.51 for the Truman Avenue Reconstruction and Kennedy Road Water Main Improvements Project, and to execute change orders of up to \$100,000 as needed to fulfill the Project’s intent.

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

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ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

City of Richland

DATE BIDS OPENED: February 6,2024	ITB # 24-0007
TRUMAN AVE RECONSTRUCTION & KENNEDY ROAD WM PROJECT	

				ENGINEER'S ESTIMATE		ELLISON EARTHWORKS, LLC RICHLAND, WA		PIPE OF WASHINGTON CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
TRUMAN AVE - SCHEDULE A									
A-1	Mobilization	1	LS	\$20,000.00	20,000.00	81,012.85	81,012.85	28,500.00	28,500.00
A-2	Project Temporary Traffic Control	1	LS	\$6,500.00	6,500.00	9,061.95	9,061.95	10,000.00	10,000.00
A-3	Roadway Survey	1	LS	\$4,500.00	4,500.00	6,031.49	6,031.49	10,000.00	10,000.00
A-4	Removal of Structures and Obstructures	1	LS	\$1,500.00	1,500.00	11,971.85	11,971.85	5,000.00	5,000.00
A-5	Removing Asphalt Concrete Pavement	1380	SY	\$30.00	41,400.00	5.68	7,838.40	8.00	11,040.00
A-6	Removing Cement Concrete Curb and Gutter	60	LF	\$10.00	600.00	24.94	1,496.40	10.00	600.00
A-7	Inlet Protection	1	EA	\$100.00	100.00	101.23	101.23	25.00	25.00
A-8	Road Excavation and Haul	584	CY	\$30.00	17,520.00	31.31	18,285.04	36.00	21,024.00
A-9	Roadside Restoration	204	SY	\$35.00	7,140.00	34.78	7,095.12	32.00	6,528.00
A-10	Crushed Surfacing Base Course	671	TON	\$45.00	30,195.00	37.75	25,330.25	46.00	30,866.00
A-11	Crushed Surfacing Top Course	168	TON	\$55.00	9,240.00	54.04	9,078.72	45.00	7,560.00
A-12	HMA Cl. 1/2 In. PG 64-28	339	TON	\$130.00	44,070.00	103.84	35,201.76	115.00	38,985.00
A-13	Job Mix Compliance Adjustment	-1	DOL	\$1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-14	Compaction Price Adjustment	-1	DOL	\$1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-15	Asphalt Cost Price Adjustment	1	DOL	\$590.00	590.00	590.00	590.00	590.00	590.00
A-16	Soil Residual Herbicide	1380	SY	\$1.00	1,380.00	0.37	510.60	1.50	2,070.00
A-17	Catch Basin	2	EA	\$3,000.00	6,000.00	1,361.53	2,723.06	2,250.00	4,500.00
A-18	Solid Wall PVC Storm Pipe 12 In. Diam.	77	LF	\$75.00	5,775.00	108.72	8,371.44	60.00	4,620.00
A-19	PVC Storm Pipe 12" Cap	2	EA	\$100.00	200.00	419.78	839.56	425.00	850.00
A-20	Sedimentation Manhole	2	EA	\$6,000.00	12,000.00	4,732.00	9,464.00	7,000.00	14,000.00
A-21	Precast Concrete, 9 Feet Drywell	2	EA	\$6,500.00	13,000.00	6,304.08	12,608.16	7,000.00	14,000.00
A-22	Cement Concrete Traffic Curb and Gutter	411	LF	\$55.00	22,605.00	38.24	15,716.64	65.00	26,715.00
A-23	Cement Concrete Valley Gutter	79	LF	\$75.00	5,925.00	40.25	3,179.75	65.00	5,135.00
A-24	Cement Concrete Curb Ramp Type Single Directional	2	EA	\$3,500.00	7,000.00	2,720.78	5,441.56	2,500.00	5,000.00
A-25	Cement Concrete Sidewalk	195	SY	\$65.00	12,675.00	93.22	18,177.90	80.00	15,600.00
A-26	Adjust Water Valve Box	2	EA	\$800.00	1,600.00	196.89	393.78	500.00	1,000.00
A-27	Illumination System	1	LS	\$24,000.00	24,000.00	29,456.01	29,456.01	28,000.00	28,000.00
A-28	Conduit Pipe 1.5 In. Diam.	675	LF	\$16.00	10,800.00	10.67	7,202.25	17.00	11,475.00
A-29	Imported Pipe Zone Bedding - Type Illumination System Trench	675	LF	\$1.00	675.00	1.20	810.00	5.00	3,375.00
A-30	Imported Pipe Zone Backfill - Type Illumination System Trench	675	LF	\$1.00	675.00	1.20	810.00	7.00	4,725.00
A-31	Seeding, Fertilizer, Mulching with Tackifier	0.5	Acres	\$2,000.00	1,000.00	3,301.64	1,650.82	5,000.00	2,500.00
A-32	Plastic Stop Bar (18")	35	LF	\$12.00	420.00	26.22	917.70	25.00	875.00
A-33	Plastic Edge Line	427	LF	\$2.25	960.75	1.67	713.09	4.00	1,708.00
A-34	Painted Traffic Letter	1	EA	\$250.00	250.00	364.16	364.16	300.00	300.00
TRUMAN AVE - SCHEDULE A SUBTOTAL					\$310,293.75		\$332,443.54		\$317,164.00
0% SALES TAX					-		-		-
TRUMAN AVE - SCHEDULE A TOTAL				1	\$310,293.75		\$332,443.54		\$317,164.00

				ENGINEER'S ESTIMATE		ELLISON EARTHWORKS, LLC RICHLAND, WA		PIPE OF WASHINGTON CONTRACTING PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
KENNEDY WATERMAIN - SCHEDULE B									
B-1	Mobilization	1	LS	\$51,000.00	51,000.00	12,300.15	12,300.15	63,000.00	63,000.00
B-2	Project Temporary Traffic Control	1	LS	\$22,000.00	22,000.00	10,874.34	10,874.34	10,000.00	10,000.00
B-3	Utility Survey	1	LS	\$20,000.00	20,000.00	4,493.97	4,493.97	10,000.00	10,000.00
B-4	Removal of Structures and Obstructures	1	LS	\$1,200.00	1,200.00	17,096.91	17,096.91	5,000.00	5,000.00
B-5	Inlet Protection	2	EA	\$100.00	200.00	72.90	145.80	25.00	50.00
B-6	SPCC Plan	1	LS	\$500.00	500.00	906.43	906.43	500.00	500.00
B-7	Roadside Restoration	891	SY	\$40.00	35,640.00	23.55	20,983.05	32.00	28,512.00
B-8	Imported Trench Backfill	186	CY	\$50.00	9,300.00	51.37	9,554.82	48.00	8,928.00
B-9	Asphalt Pavement Restoration - Patching (4 Inches)	1395	SY	\$95.00	132,525.00	66.22	92,376.90	35.00	48,825.00
B-10	Asphalt Pavement Restoration - Bike Path (2 Inches)	60	SY	\$95.00	5,700.00	120.68	7,240.80	75.00	4,500.00
B-11	Cold Mix Asphalt Patching	222	SY	\$250.00	55,500.00	18.18	4,035.96	25.00	5,550.00
B-12	Soil Residual Herbicide	1395	SY	\$1.00	1,395.00	0.37	516.15	1.50	2,092.50
B-13	Cement Concrete Traffic Curb and Gutter	10	LF	\$55.00	550.00	73.73	737.30	65.00	650.00
B-14	Connect to Existing Water Main	3	EA	\$1,500.00	4,500.00	2,314.27	6,942.81	500.00	1,500.00
B-15	Dig and Verify	3	EA	\$500.00	1,500.00	755.35	2,266.05	250.00	750.00
B-16	24 In. Tapping Sleeve and Valve (30 In.)	1	LS	\$12,500.00	12,500.00	11,961.57	11,961.57	11,500.00	11,500.00
B-17	DI Pipe for Water Main 12 In. Diam.	4560	LF	\$80.00	364,800.00	74.97	341,863.20	88.00	401,280.00
B-18	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	1	EA	\$8,500.00	8,500.00	6,880.58	6,880.58	9,000.00	9,000.00
B-19	Butterfly Valve 12 In.	6	EA	\$3,500.00	21,000.00	3,004.54	18,027.24	2,725.00	16,350.00
B-20	12 In. 11.25 Degree Bend	5	EA	\$2,250.00	11,250.00	674.24	3,371.20	850.00	4,250.00
B-21	12 In. 22.50 Degree Bend	1	EA	\$2,500.00	2,500.00	445.78	445.78	875.00	875.00
B-22	12 In. 45 Degree Bend	4	EA	\$2,750.00	11,000.00	741.57	2,966.28	975.00	3,900.00
B-23	12 In. X 12 In. Diam. Tee	2	EA	\$3,000.00	6,000.00	1,689.31	3,378.62	2,700.00	5,400.00
B-24	12 In. Coupling Adaptor	2	EA	\$1,000.00	2,000.00	602.54	1,205.08	850.00	1,700.00
B-25	12 In. Cap	1	EA	\$750.00	750.00	737.02	737.02	600.00	600.00
B-26	Trench Safety	4560	LF	\$2.50	11,400.00	1.12	5,107.20	0.50	2,280.00
B-27	Underground Utility Crossing - Marked and Unmarked	20	EA	\$500.00	10,000.00	566.52	11,330.40	250.00	5,000.00
B-28	Temporary Pavement Markings	278	LF	\$1.00	278.00	1.23	341.94	2.00	556.00
B-29	Plastic Edge Liner	278	LF	\$2.25	625.50	1.74	483.72	4.00	1,112.00
KENNEDY WATERMAIN - SCHEDULE B SUBTOTAL				\$804,113.50		\$598,571.27		\$653,660.50	
8.7% SALES TAX				69,957.87		52,075.70		56,868.46	
KENNEDY WATERMAIN - SCHEDULE B TOTAL				\$874,071.37		\$650,646.97		\$710,528.96	
TRUMAN AVE - SCHEDULE A				\$310,293.75		\$332,443.54		\$317,164.00	
KENNEDY WATERMAIN - SCHEDULE B				\$874,071.37		\$650,646.97		\$710,528.96	
GRAND TOTAL				\$1,184,365.12		\$983,090.51		\$1,027,692.96	

City of Richland

DATE BIDS OPENED: February 6, 2024	ITB # 24-0007
TRUMAN AVE RECONSTRUCTION & KENNEDY ROAD WM PROJECT	

				SONRAY ENTERPRISES LLC SANDPOINT, ID		GOODMAN & MEHLENBACHER ENT. KENNEWICK, WA		PREMIER EXCAVATION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	TRUMAN AVE - SCHEDULE A								
A-1	Mobilization	1	LS	45,000.00	45,000.00	86,500.00	86,500.00	26,350.00	26,350.00
A-2	Project Temporary Traffic Control	1	LS	2,500.00	2,500.00	44,250.00	44,250.00	12,800.00	12,800.00
A-3	Roadway Survey	1	LS	10,000.00	10,000.00	6,500.00	6,500.00	4,475.00	4,475.00
A-4	Removal of Structures and Obstructures	1	LS	10,000.00	10,000.00	5,000.00	5,000.00	2,500.00	2,500.00
A-5	Removing Asphalt Concrete Pavement	1380	SY	25.00	34,500.00	5.25	7,245.00	9.87	13,620.60
A-6	Removing Cement Concrete Curb and Gutter	60	LF	21.00	1,260.00	15.00	900.00	22.67	1,360.20
A-7	Inlet Protection	1	EA	100.00	100.00	75.00	75.00	320.00	320.00
A-8	Road Excavation and Haul	584	CY	40.00	23,360.00	21.00	12,264.00	22.00	12,848.00
A-9	Roadside Restoration	204	SY	14.00	2,856.00	20.00	4,080.00	14.33	2,923.32
A-10	Crushed Surfacing Base Course	671	TON	33.00	22,143.00	30.00	20,130.00	36.00	24,156.00
A-11	Crushed Surfacing Top Course	168	TON	73.00	12,264.00	41.00	6,888.00	53.00	8,904.00
A-12	HMA Cl. 1/2 In. PG 64-28	339	TON	120.00	40,680.00	115.00	38,985.00	100.00	33,900.00
A-13	Job Mix Compliance Adjustment	-1	DOL	1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-14	Compaction Price Adjustment	-1	DOL	1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-15	Asphalt Cost Price Adjustment	1	DOL	590.00	590.00	590.00	590.00	590.00	590.00
A-16	Soil Residual Herbicide	1380	SY	1.10	1,518.00	1.35	1,863.00	1.00	1,380.00
A-17	Catch Basin	2	EA	2,500.00	5,000.00	1,575.00	3,150.00	1,908.00	3,816.00
A-18	Solid Wall PVC Storm Pipe 12 In. Diam.	77	LF	57.00	4,389.00	102.00	7,854.00	57.73	4,445.21
A-19	PVC Storm Pipe 12" Cap	2	EA	500.00	1,000.00	750.00	1,500.00	500.00	1,000.00
A-20	Sedimentation Manhole	2	EA	4,000.00	8,000.00	5,000.00	10,000.00	4,762.00	9,524.00
A-21	Precast Concrete, 9 Feet Drywell	2	EA	4,500.00	9,000.00	8,000.00	16,000.00	4,872.50	9,745.00
A-22	Cement Concrete Traffic Curb and Gutter	411	LF	54.00	22,194.00	35.00	14,385.00	53.00	21,783.00
A-23	Cement Concrete Valley Gutter	79	LF	67.00	5,293.00	55.00	4,345.00	55.00	4,345.00
A-24	Cement Concrete Curb Ramp Type Single Directional	2	EA	2,000.00	4,000.00	2,850.00	5,700.00	3,398.00	6,796.00
A-25	Cement Concrete Sidewalk	195	SY	100.00	19,500.00	110.00	21,450.00	69.53	13,558.35
A-26	Adjust Water Valve Box	2	EA	250.00	500.00	700.00	1,400.00	800.00	1,600.00
A-27	Illumination System	1	LS	30,000.00	30,000.00	28,500.00	28,500.00	25,200.00	25,200.00
A-28	Conduit Pipe 1.5 In. Diam.	675	LF	10.00	6,750.00	20.50	13,837.50	23.53	15,882.75
A-29	Imported Pipe Zone Bedding - Type Illumination System Trench	675	LF	6.00	4,050.00	1.00	675.00	1.30	877.50
A-30	Imported Pipe Zone Backfill - Type Illumination System Trench	675	LF	6.00	4,050.00	1.00	675.00	1.00	675.00
A-31	Seeding, Fertilizer, Mulching with Tackifier	0.5	Acres	5,200.00	2,600.00	2,800.00	1,400.00	4,800.00	2,400.00
A-32	Plastic Stop Bar (18")	35	LF	8.00	280.00	24.50	857.50	24.00	840.00
A-33	Plastic Edge Line	427	LF	6.00	2,562.00	1.55	661.85	1.50	640.50
A-34	Painted Traffic Letter	1	EA	60.00	60.00	305.00	305.00	300.00	300.00
TRUMAN AVE - SCHEDULE A SUBTOTAL				\$335,997.00		\$367,963.85		\$269,553.43	
0% SALES TAX				-		-		-	
TRUMAN AVE - SCHEDULE A TOTAL				3	\$335,997.00	\$367,963.85		\$269,553.43	

				SONRAY ENTERPRISES LLC SANDPOINT, ID		GOODMAN & MEHLENBACHER ENT. KENNEWICK, WA		PREMIER EXCAVATION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
KENNEDY WATERMAIN - SCHEDULE B									
B-1	Mobilization	1	LS	10,000.00	10,000.00	7,500.00	7,500.00	10,200.00	10,200.00
B-2	Project Temporary Traffic Control	1	LS	10,000.00	10,000.00	52,000.00	52,000.00	56,000.00	56,000.00
B-3	Utility Survey	1	LS	4,000.00	4,000.00	5,500.00	5,500.00	4,475.00	4,475.00
B-4	Removal of Structures and Obstructures	1	LS	10,500.00	10,500.00	15,000.00	15,000.00	5,000.00	5,000.00
B-5	Inlet Protection	2	EA	100.00	200.00	175.00	350.00	70.00	140.00
B-6	SPCC Plan	1	LS	500.00	500.00	500.00	500.00	500.00	500.00
B-7	Roadside Restoration	891	SY	4.00	3,564.00	11.00	9,801.00	13.67	12,179.97
B-8	Imported Trench Backfill	186	CY	80.00	14,880.00	1.00	186.00	37.68	7,008.48
B-9	Asphalt Pavement Restoration - Patching (4 Inches)	1395	SY	55.00	76,725.00	40.00	55,800.00	58.06	80,993.70
B-10	Asphalt Pavement Restoration - Bike Path (2 Inches)	60	SY	70.00	4,200.00	53.00	3,180.00	69.33	4,159.80
B-11	Cold Mix Asphalt Patching	222	SY	65.00	14,430.00	140.00	31,080.00	67.54	14,993.88
B-12	Soil Residual Herbicide	1395	SY	1.10	1,534.50	1.35	1,883.25	0.95	1,325.25
B-13	Cement Concrete Traffic Curb and Gutter	10	LF	54.00	540.00	165.00	1,650.00	120.00	1,200.00
B-14	Connect to Existing Water Main	3	EA	3,700.00	11,100.00	2,800.00	8,400.00	4,500.00	13,500.00
B-15	Dig and Verify	3	EA	850.00	2,550.00	750.00	2,250.00	800.00	2,400.00
B-16	24 In. Tapping Sleeve and Valve (30 In.)	1	LS	12,500.00	12,500.00	8,500.00	8,500.00	11,213.00	11,213.00
B-17	DI Pipe for Water Main 12 In. Diam.	4560	LF	85.00	387,600.00	85.00	387,600.00	100.89	460,058.40
B-18	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	1	EA	8,000.00	8,000.00	11,000.00	11,000.00	9,440.00	9,440.00
B-19	Butterfly Valve 12 In.	6	EA	3,400.00	20,400.00	3,300.00	19,800.00	3,590.00	21,540.00
B-20	12 In. 11.25 Degree Bend	5	EA	1,500.00	7,500.00	750.00	3,750.00	1,631.20	8,156.00
B-21	12 In. 22.50 Degree Bend	1	EA	1,300.00	1,300.00	750.00	750.00	1,610.00	1,610.00
B-22	12 In. 45 Degree Bend	4	EA	1,400.00	5,600.00	750.00	3,000.00	1,773.75	7,095.00
B-23	12 In. X 12 In. Diam. Tee	2	EA	5,600.00	11,200.00	2,000.00	4,000.00	3,135.00	6,270.00
B-24	12 In. Coupling Adaptor	2	EA	1,300.00	2,600.00	750.00	1,500.00	1,150.00	2,300.00
B-25	12 In. Cap	1	EA	1,100.00	1,100.00	750.00	750.00	1,290.00	1,290.00
B-26	Trench Safety	4560	LF	1.00	4,560.00	1.00	4,560.00	1.50	6,840.00
B-27	Underground Utility Crossing - Marked and Unmarked	20	EA	500.00	10,000.00	750.00	15,000.00	200.00	4,000.00
B-28	Temporary Pavement Markings	278	LF	4.00	1,112.00	1.10	305.80	1.50	417.00
B-29	Plastic Edge Liner	278	LF	6.00	1,668.00	16.50	4,587.00	1.50	417.00
KENNEDY WATERMAIN - SCHEDULE B SUBTOTAL				\$639,863.50		\$660,183.05		\$754,722.48	
8.7% SALES TAX				55,668.12		57,435.93		65,660.86	
KENNEDY WATERMAIN - SCHEDULE B TOTAL				\$695,531.62		\$717,618.98		\$820,383.34	
TRUMAN AVE - SCHEDULE A				\$335,997.00		\$367,963.85		\$269,553.43	
KENNEDY WATERMAIN - SCHEDULE B				\$695,531.62		\$717,618.98		\$820,383.34	
GRAND TOTAL				\$1,031,528.62		\$1,085,582.83		\$1,089,936.77	
				High Lighted Area Corrected		High Lighted Area Corrected		High Lighted Area Corrected	

City of Richland

DATE BIDS OPENED: February 6,2024	ITB # 24-0007
TRUMAN AVE RECONSTRUCTION & KENNEDY ROAD WM PROJECT	

				GRANITE CONSTRUCTION CO YAKIMA, WA		APOLLO, INC KENNEWICK, WA		RAZZ CONSTRUCTION, INC BELLINGHAM, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
TRUMAN AVE - SCHEDULE A									
A-1	Mobilization	1	LS	23,000.00	23,000.00	52,000.00	52,000.00	41,000.00	41,000.00
A-2	Project Temporary Traffic Control	1	LS	24,000.00	24,000.00	72,000.00	72,000.00	25,000.00	25,000.00
A-3	Roadway Survey	1	LS	4,500.00	4,500.00	12,200.00	12,200.00	15,000.00	15,000.00
A-4	Removal of Structures and Obstructures	1	LS	2,700.00	2,700.00	45,000.00	45,000.00	15,000.00	15,000.00
A-5	Removing Asphalt Concrete Pavement	1380	SY	2.00	2,760.00	16.00	22,080.00	12.00	16,560.00
A-6	Removing Cement Concrete Curb and Gutter	60	LF	10.00	600.00	11.00	660.00	7.00	420.00
A-7	Inlet Protection	1	EA	150.00	150.00	95.00	95.00	175.00	175.00
A-8	Road Excavation and Haul	584	CY	42.00	24,528.00	43.60	25,462.40	62.00	36,208.00
A-9	Roadside Restoration	204	SY	14.00	2,856.00	35.00	7,140.00	26.00	5,304.00
A-10	Crushed Surfacing Base Course	671	TON	28.00	18,788.00	34.00	22,814.00	45.00	30,195.00
A-11	Crushed Surfacing Top Course	168	TON	86.00	14,448.00	38.00	6,384.00	87.00	14,616.00
A-12	HMA Cl. 1/2 In. PG 64-28	339	TON	132.00	44,748.00	111.00	37,629.00	130.00	44,070.00
A-13	Job Mix Compliance Adjustment	-1	DOL	1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-14	Compaction Price Adjustment	-1	DOL	1.00	(1.00)	1.00	(1.00)	1.00	(1.00)
A-15	Asphalt Cost Price Adjustment	1	DOL	590.00	590.00	590.00	590.00	590.00	590.00
A-16	Soil Residual Herbicide	1380	SY	0.20	276.00	1.00	1,380.00	1.00	1,380.00
A-17	Catch Basin	2	EA	2,000.00	4,000.00	1,130.00	2,260.00	2,900.00	5,800.00
A-18	Solid Wall PVC Storm Pipe 12 In. Diam.	77	LF	92.00	7,084.00	97.00	7,469.00	164.00	12,628.00
A-19	PVC Storm Pipe 12" Cap	2	EA	350.00	700.00	467.00	934.00	952.00	1,904.00
A-20	Sedimentation Manhole	2	EA	5,600.00	11,200.00	4,960.00	9,920.00	9,500.00	19,000.00
A-21	Precast Concrete, 9 Feet Drywell	2	EA	6,900.00	13,800.00	10,400.00	20,800.00	11,000.00	22,000.00
A-22	Cement Concrete Traffic Curb and Gutter	411	LF	33.00	13,563.00	47.00	19,317.00	44.00	18,084.00
A-23	Cement Concrete Valley Gutter	79	LF	35.00	2,765.00	61.00	4,819.00	50.00	3,950.00
A-24	Cement Concrete Curb Ramp Type Single Directional	2	EA	1,900.00	3,800.00	3,500.00	7,000.00	2,900.00	5,800.00
A-25	Cement Concrete Sidewalk	195	SY	50.00	9,750.00	60.00	11,700.00	71.00	13,845.00
A-26	Adjust Water Valve Box	2	EA	600.00	1,200.00	470.00	940.00	900.00	1,800.00
A-27	Illumination System	1	LS	25,000.00	25,000.00	28,000.00	28,000.00	32,000.00	32,000.00
A-28	Conduit Pipe 1.5 In. Diam.	675	LF	22.00	14,850.00	33.00	22,275.00	12.00	8,100.00
A-29	Imported Pipe Zone Bedding - Type Illumination System Trench	675	LF	2.00	1,350.00	7.50	5,062.50	5.00	3,375.00
A-30	Imported Pipe Zone Backfill - Type Illumination System Trench	675	LF	7.00	4,725.00	7.50	5,062.50	10.00	6,750.00
A-31	Seeding, Fertilizer, Mulching with Tackifier	0.5	Acres	5,200.00	2,600.00	11,600.00	5,800.00	10,000.00	5,000.00
A-32	Plastic Stop Bar (18")	35	LF	24.00	840.00	23.00	805.00	30.00	1,050.00
A-33	Plastic Edge Line	427	LF	2.00	854.00	3.50	1,494.50	2.00	854.00
A-34	Painted Traffic Letter	1	EA	300.00	300.00	290.00	290.00	95.00	95.00
TRUMAN AVE - SCHEDULE A SUBTOTAL					282,323.00		459,380.90		407,551.00
0% SALES TAX					-		-		-
TRUMAN AVE - SCHEDULE A TOTAL				5	\$282,323.00		\$459,380.90		\$407,551.00

				GRANITE CONSTRUCTION CO YAKIMA, WA		APOLLO, INC KENNEWICK, WA		RAZZ CONSTRUCTION, INC BELLINGHAM, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
KENNEDY WATERMAIN - SCHEDULE B									
B-1	Mobilization	1	LS	75,000.00	75,000.00	36,000.00	36,000.00	126,000.00	126,000.00
B-2	Project Temporary Traffic Control	1	LS	14,600.00	14,600.00	91,000.00	91,000.00	55,000.00	55,000.00
B-3	Utility Survey	1	LS	4,500.00	4,500.00	6,100.00	6,100.00	10,000.00	10,000.00
B-4	Removal of Structures and Obstructures	1	LS	20,000.00	20,000.00	11,600.00	11,600.00	50,000.00	50,000.00
B-5	Inlet Protection	2	EA	150.00	300.00	95.00	190.00	175.00	350.00
B-6	SPCC Plan	1	LS	2,000.00	2,000.00	1,000.00	1,000.00	2,500.00	2,500.00
B-7	Roadside Restoration	891	SY	14.00	12,474.00	32.50	28,957.50	25.00	22,275.00
B-8	Imported Trench Backfill	186	CY	55.00	10,230.00	47.50	8,835.00	46.00	8,556.00
B-9	Asphalt Pavement Restoration - Patching (4 Inches)	1395	SY	55.00	76,725.00	40.00	55,800.00	34.00	47,430.00
B-10	Asphalt Pavement Restoration - Bike Path (2 Inches)	60	SY	55.00	3,300.00	57.00	3,420.00	47.00	2,820.00
B-11	Cold Mix Asphalt Patching	222	SY	25.00	5,550.00	49.00	10,878.00	42.00	9,324.00
B-12	Soil Residual Herbicide	1395	SY	0.20	279.00	1.00	1,395.00	4.00	5,580.00
B-13	Cement Concrete Traffic Curb and Gutter	10	LF	86.00	860.00	130.00	1,300.00	50.00	500.00
B-14	Connect to Existing Water Main	3	EA	2,300.00	6,900.00	1,500.00	4,500.00	2,500.00	7,500.00
B-15	Dig and Verify	3	EA	400.00	1,200.00	407.00	1,221.00	750.00	2,250.00
B-16	24 In. Tapping Sleeve and Valve (30 In.)	1	LS	11,000.00	11,000.00	18,300.00	18,300.00	6,000.00	6,000.00
B-17	DI Pipe for Water Main 12 In. Diam.	4560	LF	105.00	478,800.00	96.50	440,040.00	180.00	820,800.00
B-18	Comb. Air Release/Air Vacuum Valve Assembly 2 In.	1	EA	12,350.00	12,350.00	11,500.00	11,500.00	10,000.00	10,000.00
B-19	Butterfly Valve 12 In.	6	EA	2,900.00	17,400.00	3,370.00	20,220.00	3,700.00	22,200.00
B-20	12 In. 11.25 Degree Bend	5	EA	450.00	2,250.00	1,460.00	7,300.00	950.00	4,750.00
B-21	12 In. 22.50 Degree Bend	1	EA	485.00	485.00	1,560.00	1,560.00	950.00	950.00
B-22	12 In. 45 Degree Bend	4	EA	525.00	2,100.00	1,110.00	4,440.00	1,000.00	4,000.00
B-23	12 In. X 12 In. Diam. Tee	2	EA	1,300.00	2,600.00	3,330.00	6,660.00	2,250.00	4,500.00
B-24	12 In. Coupling Adaptor	2	EA	850.00	1,700.00	940.00	1,880.00	700.00	1,400.00
B-25	12 In. Cap	1	EA	800.00	800.00	1,030.00	1,030.00	400.00	400.00
B-26	Trench Safety	4560	LF	1.25	5,700.00	0.10	456.00	10.00	45,600.00
B-27	Underground Utility Crossing - Marked and Unmarked	20	EA	300.00	6,000.00	620.00	12,400.00	725.00	14,500.00
B-28	Temporary Pavement Markings	278	LF	1.00	278.00	2.00	556.00	2.00	556.00
B-29	Plastic Edge Liner	278	LF	1.50	417.00	3.50	973.00	2.00	556.00
KENNEDY WATERMAIN - SCHEDULE B SUBTOTAL				\$775,798.00		\$789,511.50		\$1,286,297.00	
8.7% SALES TAX				67,494.43		68,687.50		111,907.84	
KENNEDY WATERMAIN - SCHEDULE B TOTAL				\$843,292.43		\$858,199.00		\$1,398,204.84	
TRUMAN AVE - SCHEDULE A				\$282,323.00		\$459,380.90		\$407,551.00	
KENNEDY WATERMAIN - SCHEDULE B				\$843,292.43		\$858,199.00		\$1,398,204.84	
GRAND TOTAL				\$1,125,615.43		\$1,317,579.90		\$1,805,755.84	

High Lighted Area Corrected

City of Richland

TRUMAN AVE RECONSTRUCTION AND KENNEDY ROAD WATER MAIN IMPROVEMENTS

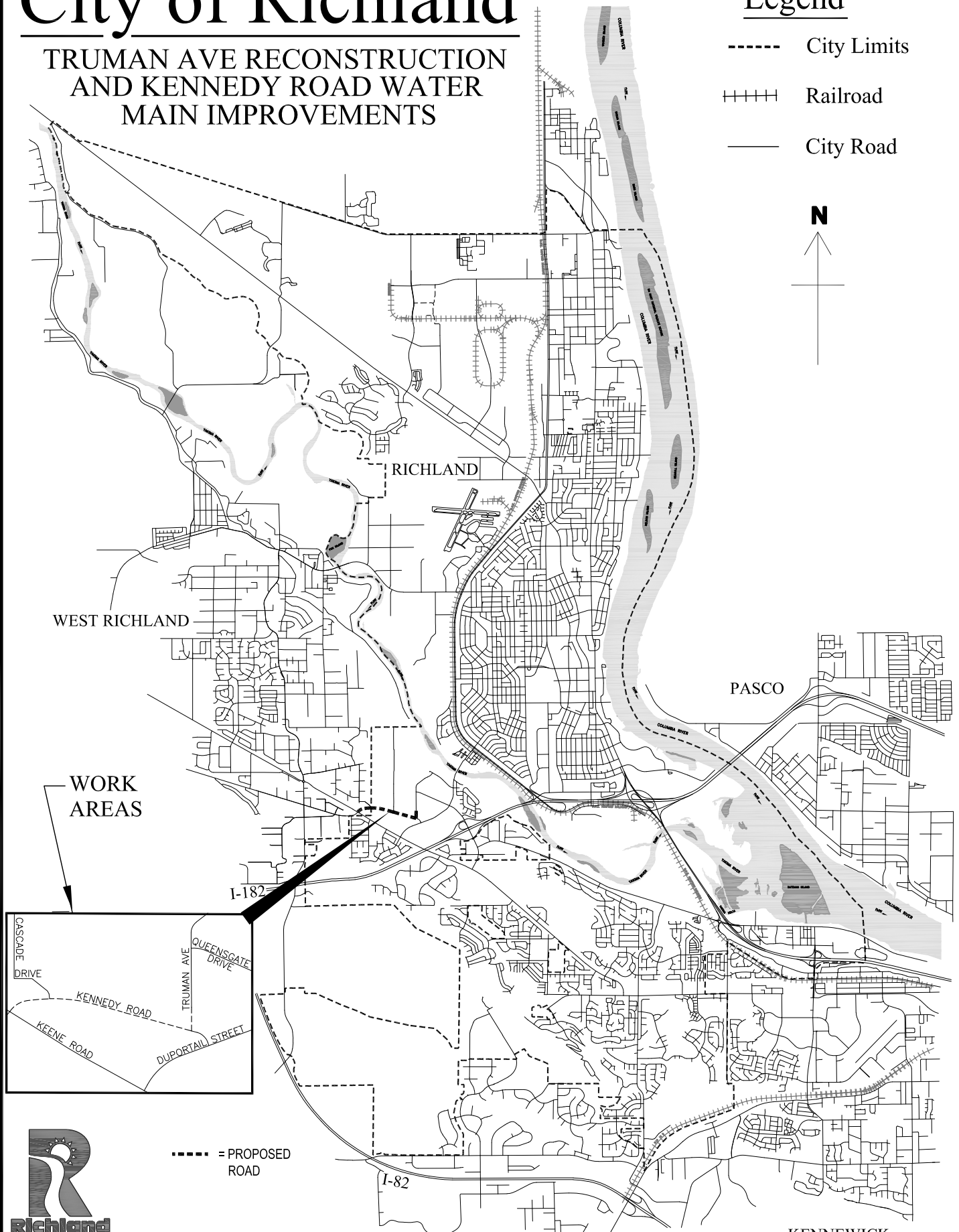
Legend

----- City Limits

+++++ Railroad

— City Road

N



WORK
AREAS

I-182

I-82

----- = PROPOSED
ROAD



CAD DWG: KENNEDY-TRUMAN VICINITY MAP.DWG
DATE: 11.28.2022
DRAWN BY: DMM
SCALE: NONE

KENNEWICK



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-26, Authorizing an Agreement with Tapteal Properties, LLC for Easement Relinquishment, Water Pipeline Extension, and Stormwater Conveyance Infrastructure

Department/Office
Public Works

Ordinance/Resolution Number:
2024-26

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-26, authorizing the City Manager to sign and execute an agreement with Tapteal Properties, LLC to address construction of the City's Island View Supply Redundancy water system project and future termination of the Storm Drain Easement recorded under Auditor's File No. 2006-025065.

Summary:

Tapteal Properties, LLC (the "Developer") is the owner of properties adjacent to Steptoe Street and Tapteal Drive. The Developer has proposed improvements to the intersection of Steptoe Street and Tapteal Drive and the at-grade railroad crossing of the Port of Benton railroad at this location to enable the highest and best use development of its properties. The Developer's project design has been reviewed by the City Engineer, and the City is poised to issue a right-of-way construction permit for the project pursuant to Chapter 12.08 RMC.

The City has planned, as represented in the 2020-2025 Capital Improvement Plan, a water system improvement called the Island View Supply Redundancy Project that requires installation of new water system infrastructure at the intersection of Steptoe Street and Tapteal Drive. Development on the Developer's properties will benefit from connection to the Island View Supply Redundancy Project's infrastructure. RMC 18.34.020 authorizes the City to participate in the cost of water system extensions performed by others.

The Developer's property is encumbered by a Storm Drain Easement that will terminate upon installation of infrastructure that conveys city stormwater off of the property (see Auditor's File No. 2006-025065). Termination of all or a significant portion of the easement will enable highest and best use development of the Developer's property. The 2024-2029 Capital Improvement Plan includes a city stormwater system improvement called the Steptoe/Columbia Park Trail Regional Stormwater Facility, the purpose of which is to provide stormwater management capacity to enable conveyance of city stormwater off of the Developer's property. The Developer, as part of the Steptoe Street and Tapteal Drive intersection improvement project and future development projects, will fund and construct stormwater infrastructure to complete the conveyance system that will convey stormwater generated on city streets to the new City-funded facility at Steptoe and Columbia Park Trail.

The best interests of both parties are served by partnering in city stormwater system improvements to enable termination of the Storm Drain Easement encumbering the Developer's property.

The proposed agreement includes the terms to accomplish termination of the Storm Drain Easement encumbering the Developer's property and improve the City's water distribution and stormwater conveyance systems in the vicinity of the Steptoe Street and Tapteal Drive intersection as contemplated in the City's Capital Improvement Plan.

Staff recommends adoption of Resolution No. 2024-26.

[See pg. 2 below]

Fiscal Impact: Under the proposed Agreement, the City will provide an estimated \$366,814 for the Water portion of the Agreement and \$220,773 for the Stormwater portion of the Agreement. The 2020 Capital Improvement Plan (CIP) included \$410,000 in funding for the Island View Supply Redundancy Project to complete design and construction. This funding is adequate to cover the Water portion of the project including construction, contingency and construction management. The 2024 CIP included funding for the Steptoe/Columbia Park Trail Regional Stormwater Facility for \$650,000. The Stormwater portion under this Agreement was part of the scope of the 2024 CIP project, and existing funding is sufficient to cover the estimated construction, contingency and construction management of the Stormwater portion under this proposed Agreement.

Attachments:

1. Resolution No. 2024-26
2. Draft Agreement with Tapteal Properties, LLC

RESOLUTION NO. 2024-26

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING AN INFRASTRUCTURE AGREEMENT WITH
TAPTEAL PROPERTIES LLC RELATED TO STORMWATER
CONVEYANCE.**

WHEREAS, Tapteal Properties, LLC (“Developer”) is the owner of properties adjacent to Steptoe Street and Tapteal Drive; and

WHEREAS, Developer has proposed improvements to the intersection of Steptoe Street and Tapteal Drive and the at-grade railroad crossing of the Port of Benton railroad at this location to enable the highest and best use development of its properties; and

WHEREAS, Developer’s project design has been reviewed by the City Engineer, and the City is prepared to issue a right-of-way construction permit for the project pursuant to Chapter 12.08 RMC; and

WHEREAS, the 2020-2025 Capital Improvement Plan includes a water system improvement project called the Island View Supply Redundancy Project that requires installation of new water system infrastructure in the vicinity of the Steptoe Street and Tapteal Drive intersection; and

WHEREAS, development on Developer’s properties will benefit from connection to the Island View Supply Redundancy Project’s infrastructure; and

WHEREAS, RMC 18.34.020 authorizes the City to participate in the cost of water system pipeline extensions; and

WHEREAS, Developer’s property west of the Steptoe-Tapteal intersection is encumbered by a Storm Drain Easement (Auditor’s File No. 2006-025065) that will terminate upon the installation of infrastructure to convey city stormwater off of the property; and

WHEREAS, the 2024-2029 Capital Improvement Plan includes a city stormwater system improvement called the Steptoe/Columbia Park Trail Regional Stormwater Facility, the purpose of which is to provide stormwater management capacity to enable conveyance of city stormwater off of Developer’s property; and

WHEREAS, the best interests of City and Developer are served by partnering in city stormwater system improvements to allow termination of the Storm Drain Easement encumbering Developer’s property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Tapteal Properties LLC to enable termination of the Storm Drain Easement on Developer’s property and construction of the City’s Island View Supply Redundancy water system project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT RE: EASEMENT RELINQUISHMENT, WATER PIPELINE
EXTENSION, AND STORMWATER CONVEYANCE INFRASTRUCTURE**

THIS AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2024, by and between the **City of Richland**, a Washington municipal corporation (“City”) with service at 625 Swift Blvd., Richland, WA, 99352, and **Tapteal Properties LLC**, a Washington limited liability company (“Developer”) with service at 8836 W. Gage Blvd., Ste 201A, Kennewick, WA, 99336-7155. Developer and City are referred to collectively herein as the “Parties.”

I. RECITALS

WHEREAS, Developer plans to implement multiple developments on its property east and west of Steptoe Street near Tapteal Drive; and

WHEREAS, Developer plans to construct the intersection improvements at Steptoe Street and Tapteal Drive for the benefit of improving access to the parcels east and west of the intersection (the “Project”); and

WHEREAS, the Project will include various utility system extensions needed to support Developer’s developments; and

WHEREAS, the Project will be permitted by the City pursuant to Chapter 12.08 RMC for public infrastructure; and

WHEREAS, the City has planned, as represented in the City’s 2020–2025 Capital Improvement Plan, a water system improvement called the Island View Supply Redundancy Project that requires installation of new water system infrastructure in the vicinity of the Steptoe Street and Tapteal Drive intersection; and

WHEREAS, Developer’s planned developments require an extension of the City’s water system that includes a portion of the Island View Supply Redundancy Project; and

WHEREAS, RMC 18.34.020 authorizes the City to participate in the cost of water system pipeline extensions to provide for future requirements; and

WHEREAS, the City desires to improve its stormwater system by creating infrastructure off Developer’s property to manage stormwater generated on public streets in the area; and

WHEREAS, Developer’s property west of the Steptoe-Tapteal intersection is encumbered by a Storm Drain Easement (Auditor’s File No. 2006-025065) that will terminate upon the installation and approval of storm drainage infrastructure that conveys stormwater off of the property; and

WHEREAS, Developer desires to facilitate termination of the Storm Drain Easement by contributing to the City’s stormwater system improvement project; and

WHEREAS, the City requests Developer to install the improvements noted in the attached **Schedule A** to accomplish portions of the City's planned water and stormwater system improvements; and

WHEREAS, Developer agrees to install the improvements described in **Schedule A** provided the City reimburse Developer for the costs associated with the improvements; and

WHEREAS, Developer's completion of a portion of the planned City water and stormwater system improvements is a cost-effective means for the City to accomplish its planned improvements.

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

II. AGREEMENT

1. DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- a. The Developer shall, in compliance with City improvement standards, design, furnish, construct, install and warranty the improvements described in "Schedule A" attached hereto (the "Improvements").
- b. Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by federal, state, county and city regulators, and all taxes required by law. The City will reimburse those permit fees or portions of permit fees associated with the water pipelines and stormwater infrastructure funded by the City.
- c. Subject to any time extensions granted in accordance with Section 4, Developer shall complete all Improvements within twelve (12) months from the date on which City has issued a right-of-way construction permit for the Project pursuant to Title 12.08 RMC (the "Completion Period").
- d. If the Improvements necessarily require any monumentation, such monumentation shall be installed no later than thirty (30) calendar days after City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Revised Code of Washington and Richland Municipal Code, and the delivery to the City Engineer of tie notes for said points.
- e. Except as otherwise provided elsewhere in this Agreement, Developer shall, at its sole expense, replace or repair all existing and newly constructed public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of the Improvements constructed under this Agreement. Any such replacement or repair shall be subject to the reasonable approval of the City Engineer.

- f. Until the Improvements (or specified category thereof) are accepted by City pursuant to Section 2 below, Developer shall be responsible for the care and maintenance of such improvements and shall bear all risks of loss or damage to said improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by City, excluding and except for any liability attributable to an accident, loss or damage caused by the willful acts or negligence of City and/or its officers, agents, and/or employees.
- g. Developer shall give notice to the City Engineer of the date fixed for such commencement of work in accordance with City permitting requirements in order that the City Engineer shall have adequate time to coordinate and schedule all necessary inspections.
- h. Developer shall provide all necessary easements for the Improvements installed outside of city right-of-way.
- i. In addition to the Improvements in the Project and **Schedule A**, Developer shall construct stormwater conveyance infrastructure that conveys stormwater originating from existing public streets to the off-site infrastructure constructed by the City. Developer's constructed infrastructure shall connect to the city system in a manhole structure, to be installed by Developer, immediately north of the Port of Benton railroad right-of-way. This infrastructure may be constructed separately and later than the Project, but shall be constructed and accepted prior to the City relinquishing the Storm Drain Easement (Auditor's File No. 2006-025065) as described in Section 7.d. herein. In addition, this infrastructure shall be completed no later than 36 months after the City completes the stormwater system improvements described in Section 7.b. herein
- j. Developer shall design and construct its future development projects in compliance with Title 16 of the Richland Municipal Code. Developer may design and construct features into its project's stormwater system that conveys storm flows in excess of those calculated to comply with Title 16 RMC into the City's stormwater system.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

- a. Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by City.
- b. City shall provide reasonably prompt inspection services during the course of construction work consistent with City's regular inspection practice.
- c. Upon completion of the work on all or any specified category of the Improvements specified in **Schedule A**, Developer may request a final inspection of such improvements by the City Engineer. If the City Engineer determines, based on such inspection, that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Project plans and applicable City standards,

the City Engineer shall then certify the completion and acceptance of such improvements, whereupon, subject to Developer's warranty obligation under Section 3 below, City shall become responsible for the ordinary and routine maintenance, care, and repair of any such completed and acceptance improvements.

3. WARRANTY OF ROW IMPROVEMENTS

- a. If, within a period of one (1) year following the acceptance by City of all of the Improvements specified in **Schedule A** pursuant to Section 2 above ("Warranty Period"), any part of the Improvements furnished, installed or constructed by Developer fails to substantially comply with any requirements of this Agreement, the Revised Code of Washington, Richland Municipal Code, or the Improvement Plans and related specifications, Developer shall, without unreasonable delay and without cost to City, repair, replace, or reconstruct any defective or otherwise unsatisfactory part(s) of the Improvements ("Warranty Work"). For purposes of clarity, Developer is not responsible for replacing or reconstructing any part(s) of the Improvements that require repair, replacement, or reconstruction due to ordinary weathering conditions and/or ordinary wear and tear from vehicles and traffic passing through and over the Improvements. Any claim by City for Warranty Work ("Warranty Claim") accruing during the Warranty Period shall be provided by City to Developer in writing within sixty (60) calendar days of the expiration of the Warranty Period, which Warranty Claim shall specifically describe the defective or otherwise unsatisfactory part(s) of the Improvements and specifically describe the requested Warranty Work. City's failure to timely and duly provide a Warranty Claim to Developer shall constitute a full waiver of the Warranty Claim and fully release Developer from any duty or obligation to perform the Warranty Work.
- b. If Developer disputes any timely and duly provided Warranty Claim or any part(s) thereof (the "Disputed Claim"), Developer shall provide City with written notice of the Disputed Claim within thirty (30) calendar days of Developer's receipt of the Warranty Claim, which notice shall specifically describe the bases of the Disputed Claim. The Parties shall then proceed to address and resolve the Disputed Claim pursuant to the dispute resolution provisions and process set forth in Section 17 below.
- c. Without waiver or limitation to Developer's right to dispute a Warranty Claim pursuant to Section 3.b above, if Developer fails to timely and duly provide a Disputed Claim to City and further fails or refuses to perform Warranty Work described in a timely and duly provided Warranty Claim, then City may, at its discretion, perform the Warranty Work and, if Developer's improvement security does not cover the total cost of Warranty Work, Developer shall reimburse City for any excess costs actually incurred in performing the Warranty Work within thirty (30) calendar days of receiving an invoice for said work.

4. TIME EXTENSIONS

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

5. MUTUAL INDEMNIFICATION

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

other public facilities or improvements. City's acceptance of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Project or the Improvements constructed or installed pursuant to the approved Improvement Plans, unless the particular Improvement design was required by City over the written objection of Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design.

6. OWNERSHIP OF ROW IMPROVEMENTS

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

7. CITY ACTIONS

- a. City will reimburse Developer for the cost to install the Improvements described in **Schedule A**. The basis of determining the reimbursable amount is the actual construction costs paid by Developer for the Improvements, subject to review and approval by the City Engineer. The total Improvements cost incurred by the Developer is estimated to be \$587,500.
- b. City will design and construct a stormwater system improvement project providing off-site capacity to manage the stormwater conveyed off of Developer's property. City will complete this improvement no later than December 31, 2026.
- c. City will issue a right-of-way construction permit pursuant to Title 12.08 RMC when Developer has supplied engineering plans for the Project that comply with the Richland Municipal Code, this Agreement, and City improvement standards.
- d. Within ninety (90) days of City's acceptance of the stormwater conveyance infrastructure described in Section 1.i. herein, City will initiate the process to terminate the Storm Drain Easement (Auditor's File No. 2006-025065) and record a duly authorized relinquishment with the Benton County Auditor's Office as soon as practicable thereafter.

8. DEFAULT AND BREACH BY DEVELOPER AND REMEDIES OF CITY

- a. Upon the occurrence of any of the following events, Developer shall be deemed to be in default under this Agreement:
 - i. Subject to any time extensions granted in accordance with Section 4, Developer's failure to complete the construction and installation of the Improvements within the Completion Period;

- ii. Subject to Developer's right to assert and pursue a Disputed Claim, Developer's failure to correct or cure a timely and duly asserted Warranty Claim;
 - iii. Developer's failure to perform any other material obligation(s) of Developer in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from City.
- b. City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement.
 - c. City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Developer.
 - d. If City pursues action to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing the work on the Improvements, Developer agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by City in connection therewith, even if Developer subsequently resumes and completes the work.

9. DEFAULT AND BREACH BY CITY AND REMEDIES OF DEVELOPER

- a. City shall be deemed to be in default under this Agreement in the event of City's failure to perform any material obligation(s) of City in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice from Developer.
- b. Developer reserves to itself all remedies available to it at law or in equity for any breach of City's obligations under this Agreement.
- c. Developer's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of City.
- d. If Developer pursues action to compel City's performance of this Agreement, City agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by Developer in connection therewith.

10. RELATIONSHIP OF THE PARTIES

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

11. ASSIGNMENT

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

12. NOTICES

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

If to City:

Public Works Director
625 Swift Blvd. MS-26
Richland, WA 99352

If to Developer:

Tapteal Properties, LLC
8836 W. Gage Blvd., Ste 201A,
Kennewick, WA 99336-7155

- b. Notice shall be effective on the date that it is delivered in person, or, if mailed, on the date of deposit in the United States mail.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Parties with respect to its subject matter. All modifications, amendments, or waiver of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties. In the case of City, the duly authorized representative, unless otherwise specified herein, shall be the City Manager.

14. SEVERABILITY

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

15. GOVERNING LAW

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

16. EFFECTIVE DATE OF THE AGREEMENT

Once fully executed by the Parties, this Agreement shall be and become effective as of the date first written above and shall remain in effect until expiration of the Warranty Period; provided, however, that Sections 1.i, 5 and 7 shall survive expiration/termination of this Agreement.

17. DISPUTE RESOLUTION

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

18. TERMINATION

- a. If, during the Project review and permitting process, there are City-imposed conditions or other requirements relating to the Project and/or Improvements that Developer deems unacceptable, Developer may, in its sole and absolute discretion at any time prior to beginning the Improvements work, terminate this Agreement without cause and without recourse to or by any party through Developer's delivery of written notice of termination to City. Termination is effective upon the date of City's receipt of said notice.

- b. This Agreement may be terminated without recourse at City's election if Developer changes its development proposal after execution of this Agreement through delivery of written notice of termination to Developer. Termination is effective upon the date of Developer's receipt of said notice. In the event of such termination, existing state and local statutes will control development of the property.

[Signature page to follow]

DRAFT

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

Tapteal Properties LLC - Developer

By: _____
Its: _____

City of Richland

Jon Amundson, ICMA-CM
City Manager

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney

ACKNOWLEDGEMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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

Given under my hand and seal this ____ day of _____, 2024.

Notary Public
Residing at: _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

Given under my hand and seal this ____ day of _____, 2024.

Notary Public
Residing at: _____
My commission expires _____

Schedule A

1. Watermain

- a. Install 12-inch diameter ductile iron water pipe from Canyon Street to Tapteal Drive.
- b. Install all necessary connections and cut-ins to Tapteal I and Core water zones.
- c. Install city standard pressure reducing station.
- d. Install watermain in an adequately sized city standard casing under the Port of Benton Railroad.

The City shall pay for the water infrastructure shown on the Spink Engineering plans for the Steptoe / Tapteal Water & Sewer Extension, dated 1/2/2024, except for the 12" T and valves identified in Construction Note No. 10 on Sheet 2 of 5 of the Spink Engineering plans for the Steptoe / Tapteal Water & Sewer Extension, dated 1/2/2024 and all of the water infrastructure west of that T.

2. Storm Sewer

- a. Install a 30-inch diameter city standard casing under Port of Benton Railroad for a future 18-inch stormwater pipe. The City shall pay the entire cost of this casing, shown on Sheet 5 of 5 of the Spink Engineering plans for the Steptoe / Tapteal Water & Sewer Extension, dated 1/2/2024.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-27, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the North Richland Slow Sand Facility Evaluation

Department/Office
Public Works

Ordinance/Resolution Number:
2024-27

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-27, authorizing the City Manager to sign and execute a consultant agreement with RH2 Engineering, Inc. to complete the North Richland Slow Sand Facility Evaluation.

Summary:

The North Richland Slow Sand Facility (NRSSF) is the City's second-largest potable water treatment facility. The NRSSF filters Columbia River water using the shallow aquifer sediments, and supplements the filtration with ultraviolet light disinfection and chlorine disinfection. The NRSSF operating protocol filters approximately two gallons of Columbia River water for every gallon of water produced for customer use. The purpose of filtering more water than is produced for consumption is to reduce the risk of contaminant migration into the facility via the shallow groundwater aquifer. The NRSSF operation protocol may be improved in effectiveness and/or efficiency through further study. The 2024 Water Fund budget includes funds to evaluate the NRSSF operating protocol.

A competitive Request for Qualifications (RFQ) process was conducted in compliance with City purchasing policies to solicit the services of a qualified firm to perform the needed study. The City received three (3) responses to the RFQ. RH2 Engineering, Inc. was selected as being the most qualified consultant to complete the study. A scope and budget have been negotiated with RH2 Engineering, Inc. that will provide the City with the desired evaluation of the NRSSF operating protocol at a good value.

The City's best interests will be served by executing a consultant agreement with RH2 Engineering, Inc. to complete the North Richland Slow Sand Facility Evaluation.

Staff recommends adoption of Resolution No. 2024-27.

Fiscal Impact:

The North Richland Slow Sand Facility Evaluation, which is estimated at \$200,000, is fully funded in the existing Water Fund budget.

Attachments:

1. Resolution No. 2024-27
2. Draft Consultant Agreement for North Richland Slow Sand Facility Evaluation

RESOLUTION NO. 2024-27

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A CONSULTANT AGREEMENT WITH RH2
ENGINEERING, INC. FOR THE NORTH RICHLAND SLOW SAND
FACILITY EVALUATION.**

WHEREAS, the North Richland Slow Sand Facility (NRSSF) is the City's second largest potable water treatment facility; and

WHEREAS, the NRSSF filters Columbia River water using the shallow aquifer sediments and supplements the filtration with ultraviolet light disinfection and chlorine disinfection; and

WHEREAS, the NRSSF operating protocol filters approximately two (2) gallons for every one (1) gallon of water produced for customer use, thereby reducing the risk of contaminant migration into the facility; and

WHEREAS, the NRSSF operating protocol may be improved in effectiveness and/or efficiency through further study; and

WHEREAS, the 2024 Water Fund budget includes funds to evaluate the NRSSF operating protocol; and

WHEREAS, a competitive Request for Qualifications (RFQ) process was conducted in accordance with the City's purchasing policies to solicit the services of a qualified engineering firm to perform the study; and

WHEREAS, the City received three (3) responses to the RFQ; and

WHEREAS, RH2 Engineering, Inc. was selected as the most qualified consultant to complete the study; and

WHEREAS, a scope of work and budget have been negotiated with RH2 Engineering, Inc. that provides the City with the needed services at a good value; and

WHEREAS, the City's best interests are served by executing a consultant agreement with RH2 Engineering, Inc. to complete the North Richland Slow Sand Facility evaluation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with RH2 Engineering, Inc. to complete the North Richland Slow Sand Facility evaluation.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**AGREEMENT BETWEEN CITY AND CONSULTANT****North Richland Slow Sand Facility Evaluation**

This Agreement is entered into this 20th day of February, 2024 ("Effective Date") by and between the **City of Richland** ("**City**"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **RH2 Engineering, Inc.** ("**Consultant**"), a Washington for-profit corporation with service at 114 Columbia Point Dr., Richland, WA 99352. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:**1. SCOPE OF WORK**

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 23-0099
 4. ☒ Exhibit B: Solicitation No. RFQ 23-0099 proposal response submitted by Consultant dated November 8, 2023.
 5. ☐ Additional Documents – N/A.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by March 31, 2025.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on March 31, 2025.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **two-hundred thousand dollars and no cents (\$200,000.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. TERMINATION

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

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

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

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

9. DISPUTE RESOLUTION

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

10. DEBARMENT CERTIFICATION

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

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

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

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

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

13. INSURANCE

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

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

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

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

14. INDEMNIFICATION / HOLD HARMLESS

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

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

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

17. NOTICES

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

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

Contact Name: Paul Cross
Name of Firm: RH2 Engineering, Inc.
Address: 114 Columbia Point Dr.
Address: Richland, WA 99352
Email: pcross@rh2.com
Phone Number: (509)392-6502

18. EQUAL OPPORTUNITY AGREEMENT

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

19. SEVERABILITY

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

20. AMENDMENTS

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

21. CHANGE IN LAW

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

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

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

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

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

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

26. AUTHORITY TO EXECUTE

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

27. COUNTERPART ORIGINALS

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

(Signature page to follow)

DRAFT

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

CITY OF RICHLAND

CONSULTANT

Jon Amundson, ICMA-CM
City Manager

Signature

Attest:

Printed Name

Jennifer Rogers, City Clerk

Title

Approved as to form:

Heather Kintzley, City Attorney

DRAFT

EXHIBIT A
Scope of Work
City of Richland
North Richland Slow Sand Facility Evaluation
February 2024

Background

The City of Richland's (City) North Richland Slow Sand Filtration Facility (NRSSF) consists of eight shallow wells with supplemented infiltration of raw water from the Columbia River from the Snyder Intake. The current operating protocol for the NRSSF is to divert water from the Columbia River to the NRSSF at a ratio of 2:1 compared to the volume of extracted water from the NRSSF's shallow wells. The 2:1 ratio lacks substantial scientific basis, and there is limited understanding regarding the level of protection from nearby groundwater contaminant plumes provided by the operating criteria. The City selected RH2 Engineering, Inc., (RH2) to provide an evaluation of the operating protocol of this treatment facility that is supplemented with surface water to assess the NRSSF and surrounding groundwater. The goal of this study is to prepare a groundwater model that represents the operational and subsurface conditions and accurately estimates the groundwater surfaces and flow directions created by current and alternative operations at the NRSSF relative to known contaminant locations and movement surrounding the facility. RH2 will subcontract with GSI Water Solutions, Inc., (GSI) to support this Scope of Work. Unless otherwise stated, all deliverables will be in electronic format. This Scope of Work is expressly limited to the services outlined herein and will be performed to the level of effort identified in the Fee Estimate.

Task 0 – Project Management

Objective: Manage RH2's project team, including subconsultants, and maintain regular client communications. Maintain project schedules and prepare monthly invoices and budget status summaries.

Approach:

- 0.1 Provide direction, coordination, and oversight to the project team. Organize, manage, and coordinate technical disciplines as described herein, and implement quality assurance and quality control (QA/QC) reviews to execute this Scope of Work.
- 0.2 Prepare monthly invoices and budget status summaries.

RH2 Deliverables:

- Monthly invoices and budget status summaries.

Task 1 – Data Compilation and Review

Objective: Compile and review available hydrogeologic and hydrostratigraphic information for the area surrounding the NRSSF, data for contaminant plumes, and as-built facility data and operational data.

Approach:

- 1.1 Obtain, organize, and review published regional data.
- 1.2 Obtain, organize, and review NRSSF facility data.

Assumptions:

- *Data collection and analysis efforts by the U.S. Department of Energy (DOE), Pacific Northwest National Laboratory, and consultants in support of the development of conceptual and numerical groundwater flow models for the suprabasalt system that includes the 300 Area of Hanford and North Richland, as well as current groundwater contamination, will be available for use.*
- *Data will be provided by various entities and the City in a timely manner after request.*

Provided by City:

- Geologic logs and well construction data for each production and monitoring well.
- Operational data for production wells, including production rates/volumes, and water level data for production and monitoring wells.
- Groundwater depth and elevation records in nearby monitoring wells.
- Surveyed reference point elevations for each pumping well and each monitoring well.
- Surface water volumes directed into the infiltration basin and seasonal operating strategy (daily or monthly).
- Bottom elevation of the recharge basins and typical water depth during infiltration operations.
- Estimates or confirmation of future use of the NRSSF during typical years, extremely dry years, or other operating scenarios, including but not limited to cyanotoxin contamination in the raw water or new significant water demands in the DOE land transfer and/or Horn Rapids areas in general.

Task 2 – Conceptual Model Development

Objective: Develop a conceptual groundwater flow model for the alluvial sedimentary (i.e., suprabasalt) groundwater system that encompasses the project area using existing available hydrogeologic and hydrostratigraphic information collected and reviewed in Task 1.

Approach:

- 2.1 Define boundaries, features, hydrogeologic units, and hydrogeologic properties.

2.2 Define water inputs and outputs.

2.3 Prepare draft and final technical memorandum summarizing the conceptual hydrogeologic model, including hydrogeologic framework, groundwater parameters, and boundary conditions.

Assumptions:

- *One (1) review of the technical memorandum will be performed by the City.*

Provided by City:

- Availability of staff to discuss observations, address questions, and verify assumptions regarding the NRSSF.
- Timely review of draft technical memorandum.

RH2 Deliverables:

- Spatially-based digital GIS files of the hydrogeologic framework and groundwater parameters for incorporation into the numerical model being developed in Task 3.
- Draft and final technical memorandum.

Task 3 – Groundwater Model Development

Objective: Prepare a new, transient, groundwater flow model that is focused on the NRSSF and surrounding areas to assess how different magnitudes of recharge and pumping withdrawals might affect groundwater flow directions surrounding the NRSSF where contaminant plumes are present.

Approach:

- 3.1 Prepare the groundwater model.
- 3.2 Calibrate the groundwater model.
- 3.3 Verify the groundwater model replicates current groundwater conditions.
- 3.4 Prepare draft and final technical memorandum documenting groundwater model development including construction, calibration, and verification.

Assumptions:

- *The three-dimensional, transient, groundwater flow model will be developed in U.S. Geological Survey MODFLOW-USG (UnStructured Grid) software code, together with Groundwater Vistas graphical user interface.*
- *The groundwater model will be limited to the suprabasalt sediments.*
- *Mod-PATH3DU will be used for forward and reverse particle tracking within the groundwater flow model.*
- *The reverse and forward particle traces are expected to provide a flowpath analysis that demonstrates that the current NRSSF operation provides a barrier to the potential migration*

of the contaminant plumes lying north of the facility. However, if this is not the case, the City will be notified immediately as additional work not anticipated in this Scope of Work and Fee Estimate may need to be authorized.

- *One (1) review of the technical memorandum will be performed by the City.*

Provided by City:

- Timely review of draft technical memorandum.

RH2 Deliverables:

- Draft and final technical memorandum.

Task 4 – Groundwater Model Analysis of NRSSF Operational Alternatives

Objective: Develop and model a variety of operating scenarios with the calibrated groundwater flow model that consider infiltration and recovery capacities of the NRSSF, demand scenarios, and distribution system capabilities and limitations.

Approach:

- 4.1 Develop operating scenarios with the City to test with the model, including operating schedules/durations, injection volumes to test, and recovery (pumping) volumes.
- 4.2 Perform simulations using the groundwater model for each operating scenario, including delineating capture zones and using reverse and forward particle-tracking to evaluate hydraulic barrier effectiveness arising from different injected water volumes, and capture efficiency.
- 4.3 Develop summary-level maps and tabulation of results for each operating scenario.
- 4.4 Prepare a draft and final technical memorandum documenting the groundwater analysis of operational alternatives.

Assumptions:

- *The number of modeling simulations performed on the proposed operating scenarios will be limited to no more than five (5), unless there is budget available to accommodate more.*
- *One (1) review of the technical memorandum will be performed by the City.*

Provided by City:

- Participation in development of operational scenarios to test with the model.
- Timely review of draft technical memorandum.

RH2 Deliverables:

- Draft and final technical memorandum.

Task 5 – Evaluation of State and Federal Water Resource Management Regulations

Objective: Review and evaluate relevant state and federal regulations related to water resource management and surface water treatment.

Approach:

- 5.1 Compare City operations of the NRSSF to the Washington State Department of Health’s (DOH) recommended guidelines for operations and cleaning together with the monitoring and reporting requirements of Washington Administrative Code (WAC) 246-290.
- 5.2 Estimate the impacts of operational scenarios of future demands on filter flow rates, hydraulic loading, and changes in effluent flow rates.
- 5.3 Provide recommendations on modifying treatment operations to maintain compliance if safe drinking water act rules become more stringent in the future and/or source water quality degrades. Identify potential solutions to mitigate exposure to existing contaminants of concern that may impact the source presently, and in the future, including per- and polyfluoroalkyl substances.
- 5.4 Summarize how water pumping is accounted for at the NRSSF under existing City water rights and identify how changes in water pumping under the modeled operational scenarios will alter the volume of water that can be delivered to the distribution system.
- 5.5 Prepare a draft and final technical memorandum documenting water quality, water quantity, and water right implications.

Assumptions:

- *One (1) review of the technical memorandum will be performed by the City.*

Provided by City:

- Timely review of draft technical memorandum.

RH2 Deliverables:

- Draft and final technical memorandum.

Project Schedule

RH2 can begin work upon receipt of an executed Professional Services Agreement and written authorization to proceed. This Scope of Work is anticipated to take approximately eight (8) months to complete.

EXHIBIT B**Fee Estimate****City of Richland****North Richland Slow Sand Facility Evaluation****Feb-24**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 0	Project Management	46	\$ 10,994	\$ -	\$ 275	\$ 11,269
Task 1	Data Compilation and Review	17	\$ 4,455	\$ 16,720	\$ 237	\$ 21,412
Task 2	Conceptual Model Development	8	\$ 2,176	\$ 34,100	\$ 139	\$ 36,415
Task 3	Groundwater Model Development	7	\$ 1,865	\$ 70,785	\$ 172	\$ 72,822
Task 4	Groundwater Model Analysis of NRSSF Operational Alternatives	19	\$ 5,181	\$ 39,545	\$ 349	\$ 45,075
Task 5	Evaluation of State and Federal Water Resource Management Regulations	57	\$ 12,663	\$ -	\$ 344	\$ 13,007
PROJECT TOTAL		154	\$ 37,334	\$ 161,150	\$ 1,516	\$ 200,000

EXHIBIT C
RH2 ENGINEERING, INC.
2024 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$169	\$/hr
Professional II	\$184	\$/hr
Professional III	\$207	\$/hr
Professional IV	\$226	\$/hr
Professional V	\$240	\$/hr
Professional VI	\$259	\$/hr
Professional VII	\$280	\$/hr
Professional VIII	\$293	\$/hr
Professional IX	\$311	\$/hr
Technician I	\$130	\$/hr
Technician II	\$144	\$/hr
Technician III	\$162	\$/hr
Technician IV	\$177	\$/hr
Technician V	\$192	\$/hr
Technician VI	\$211	\$/hr
Technician VII	\$229	\$/hr
Technician VIII	\$239	\$/hr
Administrative I	\$87	\$/hr
Administrative II	\$102	\$/hr
Administrative III	\$120	\$/hr
Administrative IV	\$144	\$/hr
Administrative V	\$168	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority I - High Performance Government

Subject:

Resolution No. 2024-28, Authorizing an Application for an Assistance to Firefighters Grant (AFG) from the Federal Emergency Management Agency (FEMA)

Department/Office
Fire & Emergency Services

Ordinance/Resolution Number:
2024-28

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-28, authorizing staff to submit all documents necessary to apply for an Assistance to Firefighters Grant from the Federal Emergency Management Agency on behalf of the City of Richland.

Summary:

The City's Fire & Emergency Services Department provides fire suppression and emergency medical services to the community as part of its core mission. The Federal Emergency Management Agency (FEMA) makes available an Assistance to Firefighters Grant (AFG) program that provides funding directly to fire departments to assist in providing funding for essential fire suppression tools and equipment.

This request for approval authorizes staff to submit an application to FEMA for AFG funding to provide Stryker cots for medic units, as well as power loading systems and maintenance plans. This equipment will help replace cots that are at or nearing their end-of-service life. If successful, the Assistance to Firefighters Grant will require the City to provide a 10% match.

Should FEMA notify the City that its grant application was successful, staff will present a resolution to Richland City Council for acceptance of the grant award at a future meeting.

Staff recommends adoption of Resolution No. 2024-28.

Fiscal Impact: The total for this AFG request is \$244,829.23. If awarded, the City is responsible for providing a 10% match amounting to \$24,482.93.

Attachments:

I. Resolution No. 2024-28

RESOLUTION NO. 2024-28

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A GRANT APPLICATION TO THE FEDERAL
EMERGENCY MANAGEMENT AGENCY (FEMA) FOR FUNDING
THROUGH THE ASSISTANCE TO FIREFIGHTERS GRANT
PROGRAM.**

WHEREAS, the Federal Emergency Management Agency (FEMA) provides grant funding opportunities for local agencies to acquire fire and emergency response equipment through the Assistance to Firefighters Grant (AFG); and

WHEREAS, the grant will provide funding to help offset the cost of purchasing patient cots and mechanical loading systems, both of which are necessary medical equipment used in the City's ambulance fleet; and

WHEREAS, the purchase of five patient cots, two power loading systems, and maintenance warranty plans will help add to patient comfort and safety, as well as reduce provider musculoskeletal impact and improve ergonomics, thereby maintaining operational effectiveness and safety for both the patient and Richland Fire & Emergency Services providers; and

WHEREAS, funding through the Assistance to Firefighters Grant (AFG) requires a ten percent (10%) match of funds for a total of \$24,482.93, thereby reducing the budget impact to the City for replacement of this equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to prepare and submit a grant application to the Federal Emergency Management Agency for funding through the Assistance to Firefighters Grant (AFG) in the amount of \$244,829.23.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 1 - High Performance Government

Strategic Priority 2 - Financial Sustainability

Strategic Priority 4 - Quality of Life

Subject:

Resolution No. 2024-29, Authorizing a First Amendment to the Consultant Agreement with Electric Power Systems, Inc. for Engineering Services Design of the Stevens Substation Bank I and Thayer Substation Bank I Rebuilds

Department/Office
Energy Services

Ordinance/Resolution Number:
2024-29

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-29, authorizing a first amendment to Contract No. 214-23 with Electric Power Systems, Inc. for engineering services design of the Stevens Substation Bank I and Thayer Substation Bank I rebuilds.

Summary:

The City of Richland awarded Contract No. 214-23 to Electric Power Systems, Inc. on May 16, 2023. The scope of work for design of the Stevens Bank I and Thayer Bank I rebuilds project has increased based on additional requirements from the Bonneville Power Administration (BPA). The additional scope of work includes preparation of a detailed grounding report, ground grid plan, bill of materials and specifications for each substation.

Bonneville Power Administration is investing significant capital in the Tri-Cities area transmission system to increase capacity. The Stevens Bank I and Thayer Bank I rebuilds project is being completed concurrent with BPA's project, which includes transmission lines directly through both Stevens and Thayer substations.

A first amendment to Contract No. 214-23 has been negotiated to capture the additional scope and cost required for this project.

Staff recommends adoption of Resolution No. 2024-29.

Fiscal Impact:

The consulting services for this project are included in the City's 2023-2030 Capital Improvement Plan (CIP). This time and material contract change order is not to exceed \$78,612 (Stevens Substation Bank I) and \$51,192 (Thayer Substation Bank I). The total contract increase is \$129,804.

Attachments:

I. Resolution No. 2024-29

RESOLUTION NO. 2024-29

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,
AUTHORIZING A FIRST AMENDMENT TO THE CONSULTANT
AGREEMENT WITH ELECTRIC POWER SYSTEMS, INC. FOR
ENGINEERING DESIGN OF THE STEVENS SUBSTATION BANK 1
AND THAYER SUBSTATION BANK 1 REBUILDS.**

WHEREAS, on May 16, 2023, through Resolution No. 2023-72, Richland City Council authorized a consultant agreement with Electric Power Systems, Inc. for the engineering design of the Stevens Substation Bank 1 and Thayer Substation Bank 1 rebuilds (*see* Richland Contract No. 214-23); and

WHEREAS, the Bonneville Power Administration (BPA) required changes to the project that result in an increased scope of work; and

WHEREAS, Electric Power Systems, Inc. is available to complete the additional work for both the Stevens and Thayer Substation expansions; and

WHEREAS, a scope of work and budget have been negotiated with Electric Power Systems, Inc. that provide the City with the necessary services at good value; and

WHEREAS, the City's best interests are served by executing a first amendment to Contract No. 214-23 to complete the necessary work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a first amendment to the consultant agreement with Electric Power Systems, Inc. in the amount of \$129,804 to complete the expanded scope of work required for the Stevens Substation Bank 1 and Thayer Substation Bank 1 projects.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Resolutions - Adoption

Strategic Priority 3 - Focused Development

Subject:

Resolution No. 2024-32, Authorizing a Second Amendment to the 2015 Amended and Restated Master Agreement with Nor Am Investment, LLC for Badger Mountain South

Department/Office
Development Services

Ordinance/Resolution Number:
2024-32

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 2024-32, authorizing the City Manager to sign and execute a second amendment to the 2015 Amended and Restated Master Agreement with Nor Am Investment, LLC for Badger Mountain South to remove the residential fire sprinkler system requirement from the environmental mitigation conditions found in Exhibit B thereto.

Summary:

In 2011, the City of Richland and Nor Am Investment, LLC entered into a Master Agreement regarding the community known as Badger Mountain South. The Master Agreement governs development of the 1,480 acre site planned for up to 5,000 dwelling units over 20 years.

All projects are required to satisfy the environmental mitigation conditions found in Exhibit B to the Master Agreement. The specific environmental mitigation conditions addressed in Exhibit B include erosion and soil stability, air quality, surface water, noise, transportation, portable water, sanitary sewer, life safety services, electrical services, carbon footprint, and school impacts.

When the Master Agreement was first approved in 2011, Badger Mountain South was undeveloped, and the closest fire station was several miles away. Due to the lack of sufficiently prompt fire response within the developing area, all single family and duplex residential structures were required by Exhibit B to the Master Agreement to be constructed with fire sprinkler systems meeting NFPA standard 13-D as a life safety services environment mitigation condition (see Section 8.2). Since that time, however, the City of Richland has constructed Fire Station 76 to provide sufficiently prompt fire response to Badger Mountain South, thereby rendering the residential fire sprinkler requirement moot.

Because the residential fire sprinkler system requirement is no longer necessary, the Master Agreement requires amending to remove the condition from Exhibit B. In addition, the City issued an addendum to the Final Environmental Impact Statement (FEIS) associated with the Badger Mountain South master planned development reflecting removal of the residential fire sprinkler requirement.

Resolution No. 2024-32 would authorize the City Manager to execute a second amendment to the Badger Mountain South Master Agreement for the limited purpose of removing the residential fire sprinkler system requirement from Exhibit B.

Staff recommends approval of Resolution 2024-32.

Fiscal Impact: None.

Attachments:

1. Resolution No. 2024-32
2. Proposed Amendment No. 2 to Contract No. 137-10

RESOLUTION NO. 2024-32

A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A SECOND AMENDMENT TO THE 2015 AMENDED AND RESTATED MASTER AGREEMENT WITH NOR AM INVESTMENT, LLC FOR BADGER MOUNTAIN SOUTH TO REMOVE THE RESIDENTIAL FIRE SPRINKLER SYSTEM REQUIREMENT AS AN ENVIRONMENTAL MITIGATION CONDITION.

WHEREAS, in 2011, the Parties entered into a Master Agreement Between the City of Richland and Nor Am Investment, LLC Regarding the Community known as Badger Mountain South with a commencement date of February 9, 2011 (*see* Contract No. 137-10; hereafter the “Original Agreement”); and

WHEREAS, on March 17, 2015, the Parties entered into an Amended and Restated Master Agreement for the community known as Badger Mountain South (hereinafter the “Restated Agreement”); and

WHEREAS, the Restated Agreement was amended on December 11, 2017 to remove the Plat of Sunshine Ridge from the Badger Mountain South Master Agreement; and

WHEREAS, Exhibit B to the Original Agreement, which carried forward to the Restated Agreement, identifies the environmental mitigation conditions required of development in Badger Mountain South; and

WHEREAS, the specific environmental mitigation conditions addressed in Exhibit B include erosion and soil stability, air quality, surface water, noise, transportation, portable water, sanitary sewer, life safety services, electrical services, carbon footprint, and school impacts; and

WHEREAS, when the Original Agreement was first approved in 2011, Badger Mountain South was undeveloped, and the closest fire station was several miles away; and

WHEREAS, due to the lack of sufficiently prompt fire response within the developing area, all single family and duplex residential structures were required to be constructed with fire sprinkler systems meeting NFPA standard 13-D as a life safety services environment mitigation condition (*see* Exhibit B Section 8.2); and

WHEREAS, the City of Richland has since constructed Fire Station 76 to provide sufficiently prompt fire response to Badger Mountain South, thereby rendering the residential fire sprinkler requirement moot; and

WHEREAS, the City of Richland has issued an addendum to the Final Environmental Impact Statement (FEIS) associated with the Badger Mountain South master planned development reflecting removal of the residential fire sprinkler requirement in Section 8.2 of Exhibit B to the Restated Agreement; and

WHEREAS, Exhibit B to the Restated Agreement requires amending to remove the residential fire sprinkler system environmental mitigation condition.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a second amendment to the 2015 Amended and Restated Master Agreement with Nor Am Investment, LLC to remove the residential fire sprinkler system requirement from the environmental mitigation conditions found in Exhibit B thereto.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of February, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

**SECOND AMENDMENT TO THE
AMENDED AND RESTATED MASTER AGREEMENT
BETWEEN THE CITY OF RICHLAND AND NOR AM INVESTMENT, LLC
REGARDING THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

This **Second Amendment** to the March 17, 2015 Amended and Restated Master Agreement regarding the community known as Badger Mountain South is made and entered into by and between the **City of Richland**, a first class charter city organized under the laws of the State of Washington (“City”), and **Nor Am Investment, LLC**, a Washington limited liability company (“Nor Am”). Nor Am and City are sometimes referred to individually as “Party” or collectively as the “Parties.”

I. Recitals

WHEREAS, in 2011, the Parties entered into a Master Agreement Between the City of Richland and Nor Am Investment, LLC Regarding the Community known as Badger Mountain South with a commencement date of February 9, 2011 (hereafter the “Original Agreement”); and

WHEREAS, on March 17, 2015, the Parties entered into an Amended and Restated Master Agreement for the community known as Badger Mountain South (hereinafter the “Restated Agreement”); and

WHEREAS, the Restated Agreement was amended on December 11, 2017 to remove the Plat of Sunshine Ridge from the Badger Mountain South Master Agreement; and

WHEREAS, Exhibit B to the Original Agreement, which carried forward to the Restated Agreement, identifies the environmental mitigation conditions required of development in Badger Mountain South; and

WHEREAS, the specific environmental mitigation conditions addressed in Exhibit B include erosion and soil stability, air quality, surface water, noise, transportation, portable water, sanitary sewer, life safety services, electrical services, carbon footprint, and school impacts; and

WHEREAS, when the Original Agreement was first approved in 2011, Badger Mountain South was undeveloped, and the closest fire station was several miles away; and

WHEREAS, due to the lack of sufficiently prompt fire response within the developing area, all single family and duplex residential structures were required to be constructed with fire sprinkler systems meeting NFPA standard 13-D as a life safety services environment mitigation condition (*see* Exhibit B Section 8.2); and

WHEREAS, the City of Richland has since constructed Fire Station 76 to provide sufficiently prompt fire response to Badger Mountain South, thereby rendering the residential fire sprinkler requirement moot; and

WHEREAS, the City of Richland has issued an addendum to the Final Environmental Impact Statement (FEIS) associated with the Badger Mountain South master planned development reflecting removal of the residential fire sprinkler requirement in Section 8.2 of Exhibit B to the Restated Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

II. Agreement

1. Exhibit B to the Restated Agreement is hereby modified to strike Section 8.2 in its entirety as provided in the attached **Exhibit A** to this Second Amendment.
2. Except as expressly amended and modified by this Amendment, the Restated Agreement as amended is and shall continue to be in full force and effect in accordance with the terms thereof.
3. This Amendment shall be construed in accordance with, and governed by, the laws of the state of Washington.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the ____ day of February, 2024.

City of Richland

Nor Am Investment, LLC

Jon Amundson, ICMA-CM
City Manager

By:
Its:

Attest:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

EXHIBIT B
To
MASTER AGREEMENT
ENVIRONMENTAL MITIGATION CONDITIONS

1. To mitigate potential **Erosion and Soil Stability** impacts during construction:
 - 1.1 Implement erosion control measures per City of Richland requirements.
Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
 - 1.2 Water exposed areas during construction in accordance with local air-quality agency requirements.
 - 1.3 Compact soils at densities appropriate for planned land uses.
2. To mitigate **Air Quality** impacts during construction, develop a dust control plan prior to construction and comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.
3. To mitigate **Surface Water** impacts, use the Washington State Department of Ecology's Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. All stormwater improvements are identified, sized and related to development activity in identified basins. A treatment BMP shall be used for each entire pond basin or individual BMPs shall be used on a project by project basis.
4. To mitigate **Noise** impacts from construction, comply with existing city noise regulations.
5. To mitigate **Transportation** impacts the following mitigation measures will be taken:
 - 5.1 Traffic mitigation measures for the first 1000 PM peak hour trips is as follows (for transportation impact purposes this is known as Phase 1):
 - 5.1.1 Dallas Road
Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Dallas is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 WB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Mitigation Trigger:
Lanes will be added when Dallas Road intersections require them due to LOS deficiencies. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.
 - 5.1.2 Dallas Road and Project Access
While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Mitigation Trigger:

Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. Specific site improvements will occur to meet the City of Richland's adopted LOS.

5.1.3 Dallas Road and I-82 EB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the southbound to eastbound turn onto the on ramp. In addition, the eastbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Mitigation Trigger:

Turn lane improvements shall be made when at the 600 p.m. peak trip level and the traffic signal shall be installed at the 750 p.m. peak trip level.

5.1.4 Dallas Road and I-82 WB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 EB ramp intersection. Recommended improvements include a free right turn lane for the I-82 WB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the EB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Mitigation Trigger:

Improvements shall be constructed when at the 600 p.m. peak trip level. Further analysis of traffic signal warrants will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.5 Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Mitigation Trigger:

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets. The intersection could operate adequately with stop control for Badger Mountain Parkway at up to the 600 p.m. peak trip level. At that level of development, a traffic signal shall be constructed. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.6 Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

5.1.7 Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection is expected to be adequate at LOS B.

5.2 Transportation Mitigation beyond Phase 1 of Badger Mountain South

Analysis of on-site mitigation improvements will be tied to each new 500 peak p.m. trips generated within in Badger Mountain South and as follows:

5.2.1 Badger Mountain Parkway

Badger Mountain Parkway will be completed at a rate that will cause full completion to occur on or before 50% development of the entire Badger Mountain South site, i.e., 10% of site development will trigger 20% of parkway to be completed.

5.2.2 Market Street

Market Street will be completed on or before 50% build out of the East Market neighborhood.

5.2.3 Orchard Green Parkway

Orchard Green Parkway will be completed on or before 50% build out of the South Orchard neighborhood.

5.2.4 Local and Collector Streets

Improvements within Badger Mountain South will be made on a project-specific basis to serve the project and foster connectivity within and among neighborhoods, using the road standards identified in the LUDR and providing two avenues of access to each residential structure.

5.3 For off-site improvements beyond Phase 1:

After the Phase 1 threshold has been reached, and the Phase 1 improvements constructed, a Traffic Impact Analysis (TIA) will be provided to the city by the master developer at every point when 500 p.m. peak hour trips are generated from the Badger Mountain South development. The analysis shall be made using the city's traffic impact formulas for general applicability throughout the city that are in effect at the time the need for the TIA is triggered. The master developer will pay its fair share of improvements that are identified in the TIA as being needed to mitigate the effects of the additional 500 p.m. peak hour trips. The fair share payment shall be paid within 30 days after the city's acceptance of the TIA.

6. To mitigate **Potable Water** impacts the following mitigation measures will be taken:

6.1 Service to Badger Mountain South will require both on-site and off-site water system improvements.

6.2 A list of all of the proposed improvements is as follows:

- Approximately 1.0 Million gallons of water storage facilities located on the west side of Badger Mountain

New Tapteal 4 Pump Station located near the west end of the existing City distribution system.

Approximately 1.0 Million gallons of water storage facilities located on the east side of Badger Mountain

- New Tapteal 4 Pump Station located near the end of Meadow Hills Drive
- Two wholesale water distribution connections from the City's water system to the BMID distribution system.
- Approximately 2,300 lineal feet of 20" water mains, 600 feet of which is within Badger Mountain South and 1,700 feet off-site.
- Approximately 40,700 lineal feet of 16" water mains, of which 25,000 lineal feet is within Badger Mountain South, 10,500 feet is off site but intended to serve Badger Mountain South, and 5,200 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 39,300 lineal feet of 12" water mains, of which 23,000 lineal feet is within Badger Mountain South, 5,500 feet is off site but intended to serve Badger Mountain South, and 10,800 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.
- Approximately 6 Pressure Reducing Valves (PRV's) to maintain separation between BMID Zone 1 and BMID Zone 3.

Upstream improvements to the pumps and pipes in Tapteal 1, 2 and 3 as identified in the City's water model.

6.3 Improvements will be constructed in phases as development progresses. All proposed improvements will be designed and constructed in accordance with the City of Richland standards.

6.4 Additional techniques will be used to reduce water consumption overall in the development of the Badger Mountain South master planned community. First, incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of "green roofs" or "cool roofs" on their buildings. All private homeowners associations will be provided education materials for their membership that identifies household water conservation methods.

7. To mitigate **Sanitary Sewer** impacts the following mitigation measures will be taken: The Badger Mountain South development will require 10 different capital improvements to mitigate the impacts to the City of Richland's current sewer system. The need for these improvements is triggered by the addition of new customers to the sewer system. Each project as identified below is triggered by a different number of equivalent residential units (ERU's). One ERU is defined as 200 gallons per day. Capital improvement projects were identified for

all offsite improvements and for all on-site improvements resulting in a sewer pipe diameter of 10" or larger. Following are the capital improvements:

7.1 On-site improvements include 3,000 lineal feet of new 15" sewer that conveys flows from the West Vineyard and West Village Basins to the Badger West Lift Station. Off-site improvements include 15,000 lineal feet of new 10" forcemain (or equivalent) to convey flows from the Badger West Lift Station to the west end of Strawberry Roane Lane in the Country Ridge Subdivision. The need for this project is triggered by development in the Badger West Basin.

7.2 On-site improvements include the Badger East Lift Station, approximately 6,900 lineal feet of 8" forcemain (or equivalent), and 4,200 lineal feet of new 10", 15", and 18" sewers. The need for this project is triggered by development in the Badger East Basin.

7.3 On-site improvements include 2,600 lineal feet of new 10" sewer and 1,900 lineal feet of new 12" sewer that convey flows from Wilson/Other Basin A, East Garden Basin, East Market Basin, and South Orchard Basin towards the Badger East Lift Station. The need for this project is triggered by development within tributary basins.

7.4 On-site improvements include 3,300 lineal feet of new 10" sewer that conveys flows from Wilson/Other Basin A towards the Badger East Lift Station. The need for this project is triggered by development within the Wilson Basin A.

7.5 Off-site improvements include 3,000 lineal feet of new 8" sewers to serve the Wilson/Other Basin B. The need for this project is triggered by development within Wilson Basin B.

7.6 Off-site improvements include the upsizing of 2,450 lineal feet of existing 8" sewers to 12", 18", and 21" sewers. The need for this project is triggered by the construction of 1,100 ERU's within the Badger Mountain Subarea.

7.7 Off-site improvements include the upsizing of 1,850 lineal feet of existing 8" sewers to 15", 18", and 21" sewers. The need for this project is triggered by the construction of 1,700 ERU's within the Badger Mountain Subarea.

7.8 Off-site improvements include the upsizing of 3,600 lineal feet of existing 12" sewers to 15", 18", 21", and 24" sewers. The need for this project is triggered by the construction of 2,000 ERU's within the Badger Mountain Subarea.

7.9 Off-site improvements include the upsizing of 3,700 lineal feet of existing 8" sewers to 12", 15", 18", & 21" sewers. The need for this project is triggered by the construction of 2,100 ERU's within the Badger Mountain Subarea.

7.10 Off-site improvements include the upsizing of 1,000 lineal feet of existing 15" and 21" sewers to 18", 24", & 27" sewers. The need for this project is triggered by the construction of 7,4 ERU's within the Badger Mountain Subarea.

8. To mitigate **Life Safety Services** impacts the following mitigation measures will be taken:

8.1 Two avenues of access will be provided to each residential structure to allow life-safety access.

~~8.2 All single family and duplex residential structures shall be constructed with a sprinkler system that meets NFPA standard 13-D.~~

8.3 A two-acre site for a new fire station facility will be dedicated in Badger Mountain South upon the city's determination that a new fire facility is needed.

9. To mitigate **Electrical Services** impacts the following mitigation measures will be taken:

9.1 A site up to two-acres in size and located in the northwest corner of Badger Mountain South, and adjacent to I-82, will be dedicated upon the city's determination that a new substation facility is needed.

9.2 Additional energy conservation measures are required for all development including:

- Achieve Energy Star certification applicable for the year of construction.
- Include passive and/or active means of allowing for both solar gain where used for passive solar heating as well as shading protection from unwanted solar gain.
- Include building space, conduits and roof support for future addition of solar hot water and PV systems on every building.
- Meet ANSI/ASHRAE/IESNA standards for all exterior lighting (Dark Sky Standards).
- Within residential structures, reduce energy demand for domestic hot water through the installation of either a solar hot water system or an on-demand hot water system.

10. To mitigate **Carbon Footprint** impacts the following mitigation measures will be taken:

10.1 Create development densities that support transit, walking and bicycling to reduce VMT and direct and indirect emissions from reduced parking facilities.

10.2 Develop with compact building design and mixed uses to reduce onsite fuel combustion emissions and purchased electricity consumption.

10.3 Require the planting of new street trees, establishing new greenways, and require solar-readiness in all development to reduce onsite fuel combustion emissions and purchased electricity plus enhance carbon sink.

10.4 Require the use of water conserving fixtures that exceed building code requirements and use drought-tolerant landscaping to reduce water consumption.

10.5 Require the use of low-VOC paints and building materials in all development to reduce fugitive emissions and indirect emissions.

10.6 Develop as a walkable and sustainable community in order to reduce sprawl and direct and indirect VMT.

11. To mitigate **School** impacts the following mitigation measures will be taken:

11.1 The school sites identified in the LUDR land use map as school sites and that are currently within the Richland School District, are intended to be used for the construction of two elementary schools and a middle school. By making these sites available for acquisition for the construction and operation of schools for the children intended to live within Badger Mountain South and the Richland School District (RSD) boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites (Kennewick School District has already acquired a site from Nor Am that is located within Badger Mountain South as well as

in the Kennewick School District that will service the children within Badger Mountain South if and when a school is constructed on the site). The sites within the Richland School District that are identified as school sites shall remain available for acquisition by the Richland School District, or such other entity as is authorized by the State of Washington to operate an elementary school or middle school, until such time as Nor Am provides a census of the students living in the area with BMS and the RSD that shows there are currently children residing in that area that would reach 80 percent of the capacity of the average design capacity for then existing Richland School District Middle schools, in case of the Middle School site, and elementary schools in case of an elementary school site, not including portables. Nor Am will then give the Richland School District notice, with a copy to the City, of the census results, and the RSD, or such other entity as is authorized by the State of Washington to operate an elementary school, or middle school, shall then have two years to purchase the school site. The purchase price for the RSD shall not be more than the fair market value of the property at the time the census is provided to the RSD. If the RSD, or another entity authorized by the State of Washington to operate an elementary school or middle school, does not purchase the property within the two year period, then Nor Am may sell and/or develop the applicable school site for which the census applied, either for school purposes, or any other use permitted in the BMS-NG district or the Civic District.

11.2 The school site identified in the LUDR land use map as school site and that is currently within the Kennewick School District is intended to be used for the construction of an elementary school. By making this site available for acquisition for the construction and operation of a school for the children intended to live within Badger Mountain South and the Kennewick School District boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites within the Kennewick School District. The Kennewick School District has already acquired the site from Nor Am.

END OF MITIGATION CONDITIONS.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items - Approval

Strategic Priority I - High Performance Government

Subject:

Travel for Councilmember Jones

Department/Office
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

None.

Summary:

Councilmember Jones plans to attend the Tri-Cities Day at the Capitol, an advocacy event being sponsored by the Tri-Cities Legislative Council.

This event provides our community with the opportunity to share its priorities with key legislators in state government and connect with business leaders. The group will meet with legislators, have a dialogue on priorities, and ask questions. This is an opportunity to present a cohesive Tri-Cities face to those who will be voting on issues critical to the Tri-Cities' economy and quality of life.

Richland Municipal Code (RMC) Sections 1.01.040 and 2.26.062 require Council approval for travel which requires either an overnight stay, the use of commercial transportation to travel outside of Washington State, or when expenses exceed \$500.

Fiscal Impact:

Anticipated expenses are \$865.19 for Councilmember Jones to attend the Tri-Cities Day at the Capitol. City Council has an adequate budget to cover these expenses.

Attachments:

- I. Tri-Cities Day at the Capitol Registration Details



Register Now for Tri-Cities Day at the Capitol
Thursday, February 22, 2024



Join the Tri-Cities Legislative Council for the annual Tri-Cities Day at the Capitol advocacy trip. This event provides our community the opportunity to share its priorities with key legislators in state government and connect with business leaders.

We will meet with legislators, have a dialogue on priorities, and ask questions. The day will begin mid-morning with presentations and discussions, a working lunch, additional presentations, a "hill climb" to individual offices in small groups, and a reception filled with food and music of our community members and many legislators and state officials.

This is your opportunity to meet and present a cohesive Tri-Cities face to those who will be voting on issues critical to the Tri-Cities' economy and quality of life.

Agenda:

Thursday, Feb. 22

11:30 am - 4 pm: Lunch & Meetings with Legislators
6 - 8 pm: Reception at The Olympia Ballroom

Cost:

Full Package - \$275

Includes one night's stay in a double queen bed on Thursday, February 22 at the Hilton Garden Inn, materials, lunch, entry to the Tri-Cities Legislative Reception, and buffet breakfast provided by hotel.

Full Package (No Hotel) - \$150

Reception Only - \$50

We have a limited number of rooms available in the hotel block - register now before we sell out!

Location Details:

Daily meeting room:

The Association of Washington Business
1414 Cherry St. SE
Olympia, WA 98501

Evening reception:

The Olympia Ballroom
116 Legion Way SE
Olympia, WA 98501

Hotel information:

Hilton Garden Inn

2101 Henderson Park Ln. SE
Olympia, WA 98501





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Expenditures - Approval

Strategic Priority 2 - Financial Sustainability

Subject:

Expenditures from January 1, 2024 to January 31, 2024 for \$31,367,330.71 including Travel Checks Nos. 20454-20467, Accounts Payable Check Nos. 318944-320096, Accounts Payable Wire Nos. 9876-9920, Payroll Wires & ACH Nos. 13779-13831, Payroll Direct Deposit & Check Nos. 217917-219053, and Pension Check Nos. 6657-6679.

Department/Office
Finance

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:

Approve the expenditures from January 1, 2024 to January 31, 2024 in the amount of \$31,367,330.71.

Summary:

Breakdown of Expenditures:

Travel Checks	20454-20467	\$10,253.95
Accounts Payable Checks	318944-320096	\$12,726,792.77
Accounts Payable Wires	9876-9920	\$11,861,400.56
Payroll Wires & ACH	13779-13831	\$3,686,838.46
Payroll Direct Deposit & Checks	217917-219053	\$3,058,466.10
Pension Checks	6657-6679	\$23,578.87
TOTAL		\$31,367,330.71

Fiscal Impact: Total Disbursements: \$31,367,330.71

Attachments:

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

Expenditure Summary - 1/1/2024 - 1/31/2024

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	REPORT	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Checks	(AP-TRVLCHKS-001)	20454	20467	14	\$10,253.95	\$0.00
Accounts Payable Checks	(AP-CHKHIST-DETAIL-001)	318944	320096	1153	\$12,726,792.77	\$5,699.14
Accounts Payable Wires	(AP-WIRENOS-001)	9876	9920	44	\$11,861,400.56	\$0.00
Payroll Wires & ACH	(PR-WIRESACH-001)	13779	13831	53	\$3,686,838.46	\$0.00
Payroll Direct Deposit & Checks	(PR-CHKHIST-DETAIL-001)	217917	219053	1137	\$3,058,466.10	\$0.00
Pension Checks	(PR-CHKHIST-DETAIL-002)	6657	6679	23	\$23,578.87	\$0.00

\$31,367,330.71

AP Travel Checks - MUNIS 1/1/2024 - 1/31/2024

Travel Check Summary Information

CHECK DATE	START CHECK	END CHECK	CHECK KNT	CHECK TOTALS	VOID AMT
01/17/2024	20454	20463	10	\$7,694.89	\$0.00
01/31/2024	20464	20467	4	\$2,559.06	\$0.00
			14	\$10,253.95	\$0.00

Travel Check Detail Information

CHECK DATE	START CHECK	VOID	PAYEE	CHECK AMT	CHK COMMENT	VOID AMT	VOID COMMENT
01/17/2024	20454		JON AMUNDSON	\$133.00	24-009 SGR	\$0.00	
01/17/2024	20455		AUST, RANDY	\$663.92	24-031 SGR SERVANT LEADERSHIP	\$0.00	
01/17/2024	20456		DOUGLAS DEGRAAF	\$345.18	24-024 SHELTER INSPECTION FOR	\$0.00	
01/17/2024	20457		JOE DEROUSIE	\$888.43	24-032 SGR LEADERSHIP CONFEREN	\$0.00	
01/17/2024	20458		LIGHTFOOT, GAVIN	\$345.00	24-002 ALA LIBRARY CONFERENCE	\$0.00	
01/17/2024	20459		KRYSTEN MABE	\$1140.84	24-016 SGR LEADERSHIP CONFEREN	\$0.00	
01/17/2024	20460		TREVE MARTIN	\$504.56	24-034 CAMP RILEA LINEMAN SCHO	\$0.00	
01/17/2024	20461		JORY PARISH	\$1008.00	24-007 2024 SHOT SHOW	\$0.00	
01/17/2024	20462		MARCOS RUIZ	\$504.56	24-035 CAMP RILEA LINEMAN SCHO	\$0.00	
01/17/2024	20463		MATT SMITH	\$2161.40	24-012 CJTC PATROL TACTICS INS	\$0.00	
01/31/2024	20464		MARCOS RUIZ	\$504.56	24-043 CAMP RILEA LINEMAN SCHO	\$0.00	
01/31/2024	20465		AMANDA WALLNER	\$224.00	24-015 IEDC LEADERSHIP SUMMIT	\$0.00	
01/31/2024	20466		CLINT WHITNEY	\$753.42	24-037 NRU AND PPC MEETING	\$0.00	
01/31/2024	20467		HYRUM STOHEL	\$1077.08	24-073 ICAC SUPERVISOR COURSE	\$0.00	
				\$10253.95		\$0.00	

Accounts Payable Checks

1/1/2024 - 1/31/2024

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/02/2024	318944	P	10004	MARSHALL R BAKER	\$174.40	0	010224FP	MEDICARE PREMIUM/BAKER
01/02/2024	318945	P	10005	RON BEARDEMPHL	\$174.40	0	010224FP	MEDICARE PREMIUM/BEARDEMPHL
01/02/2024	318946	P	10014	JOHN S BOARDMAN	\$174.40	0	010224FP	MEDICARE PREMIUM/BOARDMAN
01/02/2024	318947	P	10180	CANFIELD, HARRY R	\$174.40	0	010224FP	MEDICARE PREMIUM/CANFIELD
01/02/2024	318948	P	10040	DANNY DOWNS	\$174.40	0	010224FP	MEDICARE PREMIUM/DOWNS
01/02/2024	318949	P	10085	JAMES P MULROY	\$174.40	0	010224FP	MEDICARE PREMIUM/MULROY
01/02/2024	318950	P	10086	DAVID MURRAY	\$156.90	0	010224FP	MEDICARE PREMIUM/MURRAY
01/02/2024	318951	P	10087	EDWARD A MYERS	\$174.40	0	010224FP	MEDICARE PREMIUM/MYERS
01/02/2024	318952	P	10820	OWEN, MICHAEL	\$159.90	0	010224FP	MEDICARE PREMIUM/OWEN
01/02/2024	318953	P	10533	JAMES POLLARD	\$174.40	0	010224FP	MEDICARE PREMIUM/POLLARD
01/02/2024	318954	P	10109	RODGERS, GARY H	\$157.86	0	010224FP	MEDICARE PREMIUM/RODGERS
01/02/2024	318955	P	10111	LARRY RONEY	\$174.40	0	010224FP	MEDICARE PREMIUM/RONEY
01/02/2024	318956	P	10116	DONALD SIEMENS	\$174.40	0	010224FP	MEDICARE PREMIUM/SIEMENS
01/02/2024	318957	P	12440	MARK STRATTON	\$174.40	0	010224FP	MEDICARE PREMIUM/STRATTON
01/02/2024	318958	P	10673	TERRY THRALL	\$174.40	0	010224FP	MEDICARE PREMIUM/THRALL
01/02/2024	318959	P	10142	ROYAL WEST	\$116.00	0	010224FP	MEDICARE PREMIUM/WEST
01/02/2024	318960	P	10148	CRAIG E WILLIAMSON	\$139.90	0	010224FP	MEDICARE PREMIUM/WILLIAMSON
01/02/2024	318961	P	10103	KERI RANDALL BADGLEY	\$164.90	0	010224PP	MEDICARE PREMIUM/BADGLEY
01/02/2024	318962	P	10160	LAURIE VERN BATES JR	\$164.90	0	010224PP	MEDICARE PREMIUM/BATES
01/02/2024	318963	P	10855	BEDEN, LARRY	\$164.90	0	010224PP	MEDICARE PREMIUM/BEDEN
01/02/2024	318964	P	10169	DALE A BRUNSON	\$164.90	0	010224PP	MEDICARE PREMIUM/BRUNSON
01/02/2024	318965	P	10170	RANDY H CARPER	\$670.90	0	010224PP	MEDICARE PREMIUM/CARPER
01/02/2024	318966	P	10167	MIKE CASE	\$164.90	0	010224PP	MEDICARE PREMIUM/CASE
01/02/2024	318967	P	10029	MICHAEL CLEAVENGER	\$164.90	0	010224PP	MEDICARE PREMIUM/CLEAVENGER
01/02/2024	318968	P	10028	WILL J CLEAVENGER	\$164.90	0	010224PP	MEDICARE PREMIUM/CLEAVENGER
01/02/2024	318969	P	10038	LARRY COUCH	\$164.90	0	010224PP	MEDICARE PREMIUM/COUCH
01/02/2024	318970	P	10166	JAMES J DEMYER	\$164.90	0	010224PP	MEDICARE PREMIUM/DEMYER
01/02/2024	318971	P	10048	DOUGLAS D DRIVER	\$164.90	0	010224PP	MEDICARE PREMIUM/DRIVER
01/02/2024	318972	P	10165	JOHN M GANLEY	\$164.90	0	010224PP	MEDICARE PREMIUM/GANLEY
01/02/2024	318973	P	12445	JAMES GREG GILL	\$164.90	0	010224PP	MEDICARE PREMIUM/GILL
01/02/2024	318974	P	31042	JAMES B GOULD	\$164.90	0	010224PP	MEDICARE PREMIUM/GOULD
01/02/2024	318975	P	10251	HIGGINS, FRED C	\$141.10	0	010224PP	MEDICARE PREMIUM/HIGGINS
01/02/2024	318976	P	10271	SCOTT K LARSON	\$164.90	0	010224PP	MEDICARE PREMIUM/LARSON

Accounts Payable Checks

1/1/2024 - 1/31/2024

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/02/2024	318977	P	10156	DAVID L LEWIS	\$145.90	0	010224PP	MEDICARE PREMIUM/LEWIS
01/02/2024	318978	P	10164	ROBERT MOORE	\$164.90	0	010224PP	MEDICARE PREMIUM/MOORE
01/02/2024	318979	P	31512	JERALD S MORRELL	\$164.90	0	010224PP	MEDICARE PREMIUM/MORRELL
01/02/2024	318980	P	10117	DAVID W SPARKS	\$164.90	0	010224PP	MEDICARE PREMIUM/SPARKS
01/02/2024	318981	P	10119	WILLIAM TANNER	\$164.90	0	010224PP	MEDICARE PREMIUM/TANNER
01/02/2024	318982	P	10332	RANDAL L TAYLOR	\$164.90	0	010224PP	MEDICARE PREMIUM/TAYLOR
01/02/2024	318983	P	10163	GERALD D THOMAS	\$164.90	0	010224PP	MEDICARE PREMIUM/THOMAS
01/02/2024	318984	P	10800	ROY TURNER	\$164.90	0	010224PP	MEDICARE PREMIUM/TURNER
01/02/2024	318985	VOID	10151	GERALD ZIMMERMAN	\$0.00	164.9	010224PP	VOID AFTER UPDATE 01/23/2024
01/03/2024	318986	P	10838	GRIGG ENTERPRISES INC	\$98.11	0	123123	Shop supplies
01/03/2024	318987	P	31632	ADCOMM ENGINEERING LLC	\$7,858.75	0	123123	RED MOUNTAIN SITE ENGINEERING
01/03/2024	318988	P	11323	BRYAN L CHRISTENSEN	\$13,913.18	0	123123	1631 Horn - Soran - Window Reb
01/03/2024	318989	P	32117	ALASKA RUBBER GROUP INC	\$886.41	0	123123	NOZZLE ADAPTER FOR WW JET TRK
01/03/2024	318990	P	10200	AMERICAN PUBLIC WORKS ASSOCIATION	\$2,376.00	0	123123	Dues 2023/2024
01/03/2024	318991	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$841.21	0	123123	62.41 Ton Rock - 5/8 Top Cours
01/03/2024	318992	P	12002	AXON ENTERPRISE, INC	\$17,632.88	0	123123	MOBILE INTERVIEW ROOM
01/03/2024	318993	P	10518	BEAVER BARK & ROCK	\$309.99	0	123123	Concrete, 5 Bag Mix 1 Yd DLX
01/03/2024	318994	P	10008	BENTON PUD	\$2,739.27	0	123123	Richland WYE Light/Badger Mtn
01/03/2024	318995	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$1,444.02	0	123123	Kennedy Booster Station
01/03/2024	318996	P	32310	BITS SMART STRIP LLC	\$1,646.67	0	123123	8 Smart Thermostats & Plugs Re
01/03/2024	318997	P	31834	LEROY MICHAEL FLORES	\$894.00	0	123123	RPD CUSTOM CHALLENGE COINS QTY
01/03/2024	318998	P	11272	BOYD'S TREE SERVICE LLC	\$18,624.56	0	123123	TREE PRUNING & VEGETATION MANA
01/03/2024	318999	P	11172	CABLE HUSTON LLP	\$12,757.50	0	123123	C220-19 Electric Utility Legal
01/03/2024	319000	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$400.00	0	123123	502 Meadows - Christensen - HP
01/03/2024	319001	P	10026	CASCADE NATURAL GAS CORP	\$14.11	0	123123	Natural Gas Battelle Lift Stat
01/03/2024	319002	P	10261	CITY OF RICHLAND	\$1,342.00	0	123123	23-380 Harris Cust Conf, Orlan
01/03/2024	319003	P	10261	CITY OF RICHLAND	\$8,563.05	0	123123	80 Hodges - Wallace - Window R
01/03/2024	319004	P	11516	COLEMAN OIL COMPANY	\$13,768.53	0	123123	WEEKLY FUEL CARD LOCK 12/25 -
01/03/2024	319005	P	999014	CONSERVATION REBATES	\$21,759.00	0	123123	690 Gage - Albertsons-Safeway
01/03/2024	319006	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$306.53	0	123123	RCC - DIMMER SWITCH
01/03/2024	319007	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$333.64	0	123123	RCC - EMERGENCY LIGHT BATTERY
01/03/2024	319008	P	12151	CORE & MAIN LP	\$112,395.80	0	123123	METER ADAPTER FORD A34-NL
01/03/2024	319009	P	11526	CORWIN OF PASCO LLC	\$53,749.79	0	123123	ONE NEW FORD F-150 LIGHTNING #

Accounts Payable Checks

1/1/2024 - 1/31/2024

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/03/2024	319010	P	31626	DE NORA HOLDINGS US INC	\$2,678.97	0	123123	BRINE PUMP - SPARE
01/03/2024	319011	P	10756	DELL MARKETING LP	\$24,820.86	0	123123	SR-257 Dell EOY Computers and
01/03/2024	319012	P	32219	ENERGY PRO INSULATION INC	\$12,938.00	0	123123	1763 Boston - Reynolds - Ins R
01/03/2024	319013	P	32316	ENGINEERING ECONOMICS, INC	\$3,458.00	0	123123	Fire Station 76 Commissioning
01/03/2024	319014	P	999017	EV CHARGING STATION REBATE	\$300.00	0	123123	1718 Birch - Reeder - EV Charg
01/03/2024	319015	P	999017	EV CHARGING STATION REBATE	\$300.00	0	123123	480 Palm - Gustafson - EV Char
01/03/2024	319016	P	10315	FERGUSON US HOLDINGS INC	\$32.78	0	123123	80Z Purp Prmr/Clnr & 1/2 PT CP
01/03/2024	319017	P	32135	BUSINESS INTERIORS OF IDAHO	\$4,473.03	0	123123	City Hall-Finance Room 327 Fur
01/03/2024	319018	P	32175	GOBLIN INC	\$336.00	0	123123	RCC DEODERIZING
01/03/2024	319019	P	31715	GENERAL PACIFIC INC	\$1,440.84	0	123123	7 Smart Thermostats & Plugs Re
01/03/2024	319020	P	30423	GUO, SHARON	\$194.20	0	123123	23-380 Harris Cust Conf, Orlan
01/03/2024	319021	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$1,046.67	0	123123	Ceiling detector and panic swi
01/03/2024	319022	P	10496	ITRON INC	\$45,866.90	0	123123	Electricity Meters
01/03/2024	319023	P	32333	JACO ANALYTICAL LABORATORY INC	\$18.61	0	123123	Shipping for 11/17 Testing
01/03/2024	319024	P	10063	JACOBS & RHODES INC	\$400.00	0	123123	3074 Bruce Lee - Softich - HP
01/03/2024	319025	P	31623	KELLER ASSOCIATES INC	\$8,401.25	0	123123	TAPTEAL BOOSTER PUMP STATION &
01/03/2024	319026	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$192.66	0	123123	Answering Service Dec 2023
01/03/2024	319027	P	30759	LIBERTY CHRISTIAN SCHOOL	\$960.00	0	123123	2200 Williams - Liberty School
01/03/2024	319028	P	10942	MUNICIPAL EMERGENCY SERVICES INC	\$989.17	0	123123	FD - FIRE HOSE (PONY SECTIONS)
01/03/2024	319029	P	10357	OXARC INC	\$95.14	0	123123	WTP Dec Cylinder Rental
01/03/2024	319030	P	31206	CI - PW LLC	\$232.38	0	123123	Water for Energy Services
01/03/2024	319031	P	10862	PARAMETRIX INC	\$15,139.84	0	123123	HR Landfill Ph1 Landfill Gas C
01/03/2024	319032	P	32337	PRECISION CONCRETE CUTTING INC.	\$35,906.07	0	123123	Parkway Tripping Hazards Remov
01/03/2024	319033	P	12318	RINGOLD EMBROIDERY	\$868.05	0	123123	RPD POLO SHIRTS, NAME PLATES
01/03/2024	319034	P	11005	DANA CAMARENA	\$2,303.70	0	123123	DECEMBER CLASSES
01/03/2024	319035	P	10536	SPRAGUE PEST SOLUTIONS	\$138.63	0	123123	RPD RANGE PEST CONTROL
01/03/2024	319036	P	10205	STAR RENTALS & SALES	\$337.15	0	123123	Locating Paint Blue/Green
01/03/2024	319037	P	10393	STONEWAY ELECTRIC SUPPLY	\$9.70	0	123123	RPD STORAGE - MATERIALS
01/03/2024	319038	P	32129	SWARCO MCCAIN INC	\$1,956.44	0	123123	RRFB Yellow, Black Button with
01/03/2024	319039	P	10612	EUROFINS ENVIRONMENT TESTING AMERICA HOLDINGS INC	\$7,075.00	0	123123	2022 Landfill Groundwater Moni
01/03/2024	319040	P	31735	MARQUES HARRER	\$14,699.52	0	123123	RPD CLASS A UNIFORM SHOES - HO
01/03/2024	319041	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$9,978.13	0	123123	ROTATE TIRES VEH#3359 WO#71708
01/03/2024	319042	P	10187	TRANS UNION LLC	\$70.66	0	123123	Credit Reporting Basic Service

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/03/2024	319043	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$377.34	0	123123	ODYSEY BATTERY VEH#7161 WO#71
01/03/2024	319044	P	12160	TYLER TECHNOLOGIES, INC	\$700.00	0	123123	EnerGov per Contract 184-17 Am
01/03/2024	319045	P	10106	US LINEN & UNIFORM	\$26.85	0	123123	RPD TOWEL DELIVERY
01/03/2024	319046	P	30114	VIAVI SOLUTIONS INC.	\$1,918.56	0	123123	AEROFLEX UPGRADE
01/03/2024	319047	P	10140	WASHINGTON STATE PATROL	\$600.00	0	123123	RPD ACCESS USER FEE 4TH QTR 20
01/03/2024	319048	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$10,109.10	0	123123	Forks Attachment for Landfill
01/03/2024	319049	P	32248	WORLEY GROUP INC	\$8,035.00	0	123123	USACE - Storm Flow Analysis -
01/03/2024	319050	P	11581	WRP WASHINGTON PLAZA, LLC	\$12,900.00	0	123123	1701-1825 GWW - Lighting Incen
01/03/2024	319051	P	10194	XEROX CORPORATION	\$511.16	0	123123	3UA-295969 11-21-23 to 12-21-2
01/05/2024	319052	P	31231	ABM INDUSTRIES INC	\$17,592.98	0	0105241	MULTIPLE FACILITIES - JANITORI
01/05/2024	319053	P	10838	GRIGG ENTERPRISES INC	\$229.88	0	0105241	Perform Strght Scissors/Notebo
01/05/2024	319054	P	32366	APEX EXTERIOR CLEANING	\$1,468.30	0	0105241	HYDRANT METER REFUND #370
01/05/2024	319055	P	999009	AR REFUNDS	\$2,657.26	0	0105241	OVERPAYMENT ON AR CUSTOMER #10
01/05/2024	319056	P	10283	AMERICAN SOCIETY OF COMPOSERS, AUTHORS AND	\$434.00	0	0105241	2024 LICENSE
01/05/2024	319057	P	999000	AUREF - Utility Customer Refunds)	\$47.07	0	0105241	575 COLUMBIA POINT DR Apt 228
01/05/2024	319058	P	999000	AUREF - Utility Customer Refunds)	\$82.49	0	0105241	2455 GEORGE WASHINGTON WAY D22
01/05/2024	319059	P	999000	AUREF - Utility Customer Refunds)	\$133.28	0	0105241	3003 QUEENSGATE DR Apt 343
01/05/2024	319060	P	999000	AUREF - Utility Customer Refunds)	\$35.78	0	0105241	310 GREENTREE CT 2
01/05/2024	319061	P	999000	AUREF - Utility Customer Refunds)	\$144.28	0	0105241	2177 ANNA AVE
01/05/2024	319062	P	999000	AUREF - Utility Customer Refunds)	\$265.09	0	0105241	1780 PIKE AVE Apt B207
01/05/2024	319063	P	999000	AUREF - Utility Customer Refunds)	\$189.69	0	0105241	2513 DUPORTAIL ST Apt 319
01/05/2024	319064	P	999000	AUREF - Utility Customer Refunds)	\$127.05	0	0105241	1734 GAILLARD PL
01/05/2024	319065	P	999000	AUREF - Utility Customer Refunds)	\$171.40	0	0105241	329 KONA CT
01/05/2024	319066	P	999000	AUREF - Utility Customer Refunds)	\$36.33	0	0105241	1636 CHERRY LN
01/05/2024	319067	P	999000	AUREF - Utility Customer Refunds)	\$199.56	0	0105241	2000 STEVENS DR 216
01/05/2024	319068	P	999000	AUREF - Utility Customer Refunds)	\$150.36	0	0105241	2665 KINGSGATE WAY Apt F258
01/05/2024	319069	P	999000	AUREF - Utility Customer Refunds)	\$62.12	0	0105241	2665 KINGSGATE WAY Apt C131
01/05/2024	319070	P	999000	AUREF - Utility Customer Refunds)	\$129.21	0	0105241	1926 PIKE AVE
01/05/2024	319071	P	999000	AUREF - Utility Customer Refunds)	\$213.63	0	0105241	1775 COLUMBIA PARK TRL 147
01/05/2024	319072	P	999000	AUREF - Utility Customer Refunds)	\$196.32	0	0105241	90 DELAFIELD AVE
01/05/2024	319073	P	999000	AUREF - Utility Customer Refunds)	\$97.86	0	0105241	2513 DUPORTAIL ST Apt 119
01/05/2024	319074	P	999000	AUREF - Utility Customer Refunds)	\$282.96	0	0105241	1626 JADWIN AVE A
01/05/2024	319075	P	999000	AUREF - Utility Customer Refunds)	\$291.49	0	0105241	604 WRIGHT AVE

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01/05/2024	319076	VOID	999000	AUREF - Utility Customer Refunds)	\$0.00	309.58	0105241	VOID AFTER UPDATE 01/23/2024
01/05/2024	319077	P	999000	AUREF - Utility Customer Refunds)	\$814.77	0	0105241	2555 BELLA COOLA LN Apt 103
01/05/2024	319078	P	999000	AUREF - Utility Customer Refunds)	\$105.23	0	0105241	415 PALM DR
01/05/2024	319079	P	999000	AUREF - Utility Customer Refunds)	\$138.38	0	0105241	2665 KINGSGATE WAY Apt F364
01/05/2024	319080	P	999000	AUREF - Utility Customer Refunds)	\$13.57	0	0105241	1639 BRITTLEBUSH LN
01/05/2024	319081	P	999000	AUREF - Utility Customer Refunds)	\$60.51	0	0105241	110 ROSEMARY ST
01/05/2024	319082	P	999000	AUREF - Utility Customer Refunds)	\$73.51	0	0105241	2550 DUPORTAIL ST P293
01/05/2024	319083	P	999000	AUREF - Utility Customer Refunds)	\$122.85	0	0105241	2665 KINGSGATE WAY Apt C329
01/05/2024	319084	P	999000	AUREF - Utility Customer Refunds)	\$199.26	0	0105241	2895 PAULING AVE Apt 110
01/05/2024	319085	P	999000	AUREF - Utility Customer Refunds)	\$190.67	0	0105241	1950 BELLERIVE DR 207
01/05/2024	319086	P	999000	AUREF - Utility Customer Refunds)	\$126.52	0	0105241	1928 GEORGE WASHINGTON WAY I1
01/05/2024	319087	P	999000	AUREF - Utility Customer Refunds)	\$179.02	0	0105241	1207 GEORGE WASHINGTON WAY 27
01/05/2024	319088	P	999000	AUREF - Utility Customer Refunds)	\$200.27	0	0105241	250 GAGE BLVD 2099
01/05/2024	319089	P	999000	AUREF - Utility Customer Refunds)	\$341.71	0	0105241	1603 HAINS AVE
01/05/2024	319090	P	999000	AUREF - Utility Customer Refunds)	\$218.70	0	0105241	2555 DUPORTAIL ST F142
01/05/2024	319091	P	999000	AUREF - Utility Customer Refunds)	\$35.83	0	0105241	2895 PAULING AVE Apt 105
01/05/2024	319092	P	999000	AUREF - Utility Customer Refunds)	\$155.65	0	0105241	1650 MOWRY SQ 320
01/05/2024	319093	P	999000	AUREF - Utility Customer Refunds)	\$132.39	0	0105241	2555 DUPORTAIL ST B114
01/05/2024	319094	P	999000	AUREF - Utility Customer Refunds)	\$83.31	0	0105241	1920 HOOD AVE
01/05/2024	319095	P	999000	AUREF - Utility Customer Refunds)	\$171.80	0	0105241	1327 GOETHALS DR 2
01/05/2024	319096	P	999000	AUREF - Utility Customer Refunds)	\$95.48	0	0105241	2859 COPPERSTONE ST
01/05/2024	319097	P	999000	AUREF - Utility Customer Refunds)	\$140.24	0	0105241	2513 DUPORTAIL ST Apt 332
01/05/2024	319098	P	999000	AUREF - Utility Customer Refunds)	\$620.92	0	0105241	1950 BELLERIVE DR 121
01/05/2024	319099	P	999000	AUREF - Utility Customer Refunds)	\$134.44	0	0105241	1876 FOWLER ST 310
01/05/2024	319100	P	999000	AUREF - Utility Customer Refunds)	\$9.70	0	0105241	1928 GEORGE WASHINGTON WAY H1
01/05/2024	319101	P	999000	AUREF - Utility Customer Refunds)	\$71.74	0	0105241	1845 LESLIE RD Y43
01/05/2024	319102	P	999000	AUREF - Utility Customer Refunds)	\$38.47	0	0105241	1878 FOWLER ST 41
01/05/2024	319103	P	999000	AUREF - Utility Customer Refunds)	\$142.71	0	0105241	2026 VENTURI CT
01/05/2024	319104	P	999000	AUREF - Utility Customer Refunds)	\$125.02	0	0105241	2665 KINGSGATE WAY Apt G381
01/05/2024	319105	P	999000	AUREF - Utility Customer Refunds)	\$271.00	0	0105241	3003 QUEENSGATE DR Apt 206
01/05/2024	319106	P	999000	AUREF - Utility Customer Refunds)	\$45.82	0	0105241	3014 SONORAN DR
01/05/2024	319107	P	999000	AUREF - Utility Customer Refunds)	\$234.20	0	0105241	250 GAGE BLVD 4026
01/05/2024	319108	P	999000	AUREF - Utility Customer Refunds)	\$597.36	0	0105241	1780 PIKE AVE Apt H206

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01/05/2024	319109	P	999000	AUREF - Utility Customer Refunds)	\$149.72	0	0105241	2100 BELLERIVE DR V215
01/05/2024	319110	P	999000	AUREF - Utility Customer Refunds)	\$199.60	0	0105241	2665 KINGSGATE WAY Apt C333
01/05/2024	319111	P	999000	AUREF - Utility Customer Refunds)	\$71.09	0	0105241	3003 QUEENSGATE DR Apt 167
01/05/2024	319112	P	999000	AUREF - Utility Customer Refunds)	\$59.49	0	0105241	1329 COTTONWOOD DR
01/05/2024	319113	P	999000	AUREF - Utility Customer Refunds)	\$17.31	0	0105241	3201 EMORY AVE
01/05/2024	319114	P	999000	AUREF - Utility Customer Refunds)	\$52.55	0	0105241	3115 BOBWHITE WAY
01/05/2024	319115	P	999000	AUREF - Utility Customer Refunds)	\$150.97	0	0105241	377 DRIFTWOOD CT
01/05/2024	319116	P	999000	AUREF - Utility Customer Refunds)	\$94.21	0	0105241	1775 COLUMBIA PARK TRL 219
01/05/2024	319117	P	999000	AUREF - Utility Customer Refunds)	\$94.57	0	0105241	302 WELLHOUSE LOOP Unit 2D
01/05/2024	319118	P	999000	AUREF - Utility Customer Refunds)	\$215.08	0	0105241	327 GREENTREE CT 7
01/05/2024	319119	P	999000	AUREF - Utility Customer Refunds)	\$18.23	0	0105241	250 GAGE BLVD 4028
01/05/2024	319120	P	999000	AUREF - Utility Customer Refunds)	\$325.07	0	0105241	145 GREENVIEW DR
01/05/2024	319121	P	999000	AUREF - Utility Customer Refunds)	\$206.95	0	0105241	2550 DUPORTAIL ST C213
01/05/2024	319122	P	999000	AUREF - Utility Customer Refunds)	\$298.98	0	0105241	2555 DUPORTAIL ST G256
01/05/2024	319123	P	999000	AUREF - Utility Customer Refunds)	\$89.79	0	0105241	466 BRADLEY BLVD
01/05/2024	319124	P	999000	AUREF - Utility Customer Refunds)	\$188.81	0	0105241	2100 BELLERIVE DR AA13
01/05/2024	319125	P	999000	AUREF - Utility Customer Refunds)	\$174.04	0	0105241	1950 BELLERIVE DR 116
01/05/2024	319126	P	999000	AUREF - Utility Customer Refunds)	\$172.42	0	0105241	2100 BELLERIVE DR C10
01/05/2024	319127	P	999000	AUREF - Utility Customer Refunds)	\$125.53	0	0105241	2550 DUPORTAIL ST P292
01/05/2024	319128	P	999000	AUREF - Utility Customer Refunds)	\$553.99	0	0105241	109 OGDEN ST
01/05/2024	319129	P	999000	AUREF - Utility Customer Refunds)	\$229.90	0	0105241	430 BROADMOOR ST
01/05/2024	319130	P	999000	AUREF - Utility Customer Refunds)	\$95.37	0	0105241	2555 BELLA COOLA LN Apt 190
01/05/2024	319131	P	999000	AUREF - Utility Customer Refunds)	\$247.98	0	0105241	250 GAGE BLVD 1127
01/05/2024	319132	P	999000	AUREF - Utility Customer Refunds)	\$184.19	0	0105241	69 JADWIN AVE 1
01/05/2024	319133	P	999000	AUREF - Utility Customer Refunds)	\$167.58	0	0105241	2894 SALK AVE Apt 303
01/05/2024	319134	P	999000	AUREF - Utility Customer Refunds)	\$143.48	0	0105241	2894 SALK AVE Apt 222
01/05/2024	319135	P	999000	AUREF - Utility Customer Refunds)	\$162.28	0	0105241	1210 COUNTRY RIDGE DR
01/05/2024	319136	P	10012	BENTON FRANKLIN COUNCIL OF GOVERNMENTS	\$41,337.00	0	0105241	CY24 MEMBERSHIP ASSESSMENT
01/05/2024	319137	P	32364	BREE MUIAI	\$163.05	0	0105241	CHARCUTERIE BOARD FOR JUDGE RE
01/05/2024	319138	P	10597	CHARTER COMMUNICATIONS	\$375.62	0	0105241	RPD INTERNET ULTRA/STATIC IP T
01/05/2024	319139	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$23,383.46	0	0105241	SR-297 Barracuda Web Security
01/05/2024	319140	P	10355	GLOCK PROFESSIONAL INC	\$750.00	0	0105241	ARMORERS COURSE YAKIMA 01/18/2
01/05/2024	319141	P	30113	GRANICUS, LLC	\$23,596.62	0	0105241	SR-263 GovQA 2024 Renewal

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01/05/2024	319142	P	32330	GARY B HEATON	\$1,500.00	0	0105241	RED MTN LEASE 01/01-01/31/24
01/05/2024	319143	P	10559	INDUSTRIAL SOFTWARE SOLUTIONS I, LLC	\$23,707.48	0	0105241	SR-241 Customer FIRST for AVEV
01/05/2024	319144	P	11536	INFORMER SYSTEMS LLC	\$6,489.60	0	0105241	SCHEDULE EXPRESS RENEWAL
01/05/2024	319145	P	10837	INTERGRAPH CORPORATION	\$6,832.20	0	0105241	BUSINESS INTELLIGENCE RENEWAL
01/05/2024	319146	P	10827	LAW ENFORCEMENT INFORMATION AND	\$50.00	0	0105241	2024 MEMBERSHIP RENEWAL - TONI
01/05/2024	319147	P	12275	LOCUTION SYSTEMS, INC	\$26,977.17	0	0105241	LOCUTION MAINTENANCE RENEWAL,
01/05/2024	319148	P	11059	MCBRIDE HEREFORD RANCHES INC	\$12,520.60	0	0105241	GOLGOTHA LEASE RENEWAL 2024
01/05/2024	319149	P	10358	MOON SECURITY SERVICES INC	\$267.20	0	0105241	WWTF BURGLARY & FIRE JAN '24
01/05/2024	319150	P	10371	MOTOROLA SOLUTIONS INC	\$798,319.44	0	0105241	MOTOROLA SUA/MAINTENANCE RENEW
01/05/2024	319151	P	12217	ONSOLVE INTERMEDIATE HOLDING COMPANY	\$25,678.22	0	0105241	CODERED/IPAWS RENEWAL
01/05/2024	319152	P	31206	CI - PW LLC	\$19.54	0	0105241	Water Dispenser Rental Landfil
01/05/2024	319153	P	31402	PATCH MY PC LLC	\$1,466.47	0	0105241	SR-277 Patch My PC 2024 Renewa
01/05/2024	319154	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	0105241	INTERNET SERVICES 01/01-01/31/
01/05/2024	319155	P	11076	RIO FOLTZ PLLC	\$38,595.00	0	0105241	PROSECUTION SERVICES FOR JANUA
01/05/2024	319156	P	11347	SANDY'S TROPHIES INC	\$50.43	0	0105241	OFFICE NAMEPLATES ZIGAN/MASON
01/05/2024	319157	P	11006	SANITAS TECHNOLOGIES	\$395.00	0	0105241	2024 Sanitas License Renewal
01/05/2024	319158	P	11098	SCHINDLER ELEVATOR CORPORATION	\$152.59	0	0105241	Jan 2024 Chair Lift Inspection
01/05/2024	319159	P	11249	COMPLETELY IT	\$1,291.36	0	0105241	2024 LICENSE
01/05/2024	319160	P	31735	MARQUES HARRER	\$34.78	0	0105241	RPD JUMPSUIT ALTERATION - HOLE
01/05/2024	319161	P	10642	SIRJMR INC	\$115.14	0	0105241	RPD COFFEE DELIVERY & COOLER R
01/05/2024	319162	P	12160	TYLER TECHNOLOGIES, INC	\$54,970.61	0	0105241	SR-276 Tyler EnerGov 2024 Rene
01/05/2024	319163	P	10106	US LINEN & UNIFORM	\$26.85	0	0105241	RPD TOWEL DELIVERY
01/10/2024	319164	P	32365	610 THE PARKWAY LLC	\$20,000.00	0	123123	FACADE IMPROVMENT - 1515 WRIGH
01/10/2024	319165	P	10599	A L COMPRESSED GASES INC	\$309.28	0	123123	DRY ICE PELLETS
01/10/2024	319166	P	31231	ABM INDUSTRIES INC	\$16,916.33	0	123123	MULTIPLE FACILITIES - JANITORI
01/10/2024	319167	P	10838	GRIGG ENTERPRISES INC	\$1,023.44	0	123123	GARAGE DOOR OPENER GREASE
01/10/2024	319168	P	31632	ADCOMM ENGINEERING LLC	\$4,337.50	0	123123	RED MOUNTAIN SITE ENGINEERING
01/10/2024	319169	P	32117	ALASKA RUBBER GROUP INC	\$19.33	0	123123	LATCH KIT VEH#3355 WO#71231
01/10/2024	319170	P	10705	INTERSTATE CONCRETE & ASPHALT COMPANY	\$512.69	0	123123	SOUTH YARD - 23.36 TON 5/8" TO
01/10/2024	319171	P	10317	APOLLO SHEET METAL INC	\$880.47	0	123123	2023 City-wide HVAC Services
01/10/2024	319172	P	10547	ARBAUGH & ASSOCIATES INC	\$3,500.00	0	123123	Contract Fees: December 2023
01/10/2024	319173	P	31678	AT&T CORP	\$71.48	0	123123	FAX LINES 11/22-12/21/23
01/10/2024	319174	P	12002	AXON ENTERPRISE, INC	\$4,709.93	0	123123	Axon 60 month body camera bund

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01/10/2024	319175	P	10367	BANK OF AMERICA	\$89.15	0	123123	BANK ANALYSIS FEES
01/10/2024	319176	P	10207	BENTON COUNTY AUDITOR	\$42,928.82	0	123123	2023 GENERAL ELECTION
01/10/2024	319177	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$34,261.31	0	123123	HOME NOV 2023 TBRA
01/10/2024	319178	P	10010	BENTON FRANKLIN HEALTH DISTRICT	\$3,978.00	0	123123	Water Sampling Analysis Dec 20
01/10/2024	319179	P	10008	BENTON PUD	\$3,329.66	0	123123	C176-22 SAFETY TRAINING
01/10/2024	319180	P	10158	BENTON RURAL ELECTRIC ASSOCIATION	\$35.26	0	123123	FD - COLLINS RD RADIO TOWER DE
01/10/2024	319181	P	10923	BIG D'S CONSTRUCTION OF TRI CITIES LLC	\$5,638.22	0	123123	1344 Thayer Dr. Demolition Pro
01/10/2024	319182	P	11272	BOYD'S TREE SERVICE LLC	\$14,820.76	0	123123	TREE PRUNING & VEGETATION MANA
01/10/2024	319183	P	32370	GARRETT & JANELL BUNCH	\$2,174.00	0	123123	RELEASE OF ALL CLAIMS/SETTLEME
01/10/2024	319184	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$121.15	0	123123	LONG DISTANCE 12/06/23-01/05/2
01/10/2024	319185	P	11112	CENTURYLINK COMMUNICATIONS LLC	\$3,632.92	0	123123	CALL TREE FOR NONEMERGENCY LIN
01/10/2024	319186	P	30116	CHRISTENSEN INC	\$591.33	0	123123	LANDFILL DEF BULK
01/10/2024	319187	P	10135	CI SUPPORT LLC	\$216.39	0	123123	FINANCE ONSITE WO#0289782 - 12
01/10/2024	319188	P	10261	CITY OF RICHLAND	\$4,244.87	0	123123	UTILITIES 11/03/23-01/01/24
01/10/2024	319189	P	10261	CITY OF RICHLAND	\$12,964.89	0	123123	BIO-SOLIDS LANDFILL FEES DEC '
01/10/2024	319190	P	10261	CITY OF RICHLAND	\$2,167.67	0	123123	23-136 WSLEA CONFERENCE
01/10/2024	319191	P	32325	CLEAR CHOICE HEADSETS & TECHNOLOGY LLC	\$3,842.85	0	123123	HEADSET REPLACEMENT
01/10/2024	319192	P	31990	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	\$281,584.91	0	123123	WWTP RAS Pumps Upgrade (145-23
01/10/2024	319193	P	31990	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	\$1,044,578.58	0	123123	WWTP Aeration Basin Retrofit P
01/10/2024	319194	P	10429	CODE PUBLISHING INC	\$1,189.18	0	123123	MUNICIPAL CODE - WEB UPDATE &
01/10/2024	319195	P	10470	COMMERCIAL TIRE INC	\$2,361.42	0	123123	REPLACE TIRES VEH#3334 WO#7169
01/10/2024	319196	P	31360	COMMONSTREET CONSULTING LLC	\$7,695.78	0	123123	Gage-Leslie Intersection - Ta
01/10/2024	319197	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,533.02	0	123123	SHOPS 100 - WELDER CORD
01/10/2024	319198	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,473.14	0	123123	LIBRARY - LAMPS
01/10/2024	319199	P	12151	CORE & MAIN LP	\$1,148.25	0	123123	BADGER IRR - 4" GATE VALVE
01/10/2024	319200	P	11526	CORWIN OF PASCO LLC	\$100,984.51	0	123123	ONE NEW FORD F-150 4-DOOR 4WD
01/10/2024	319201	P	11486	COYOTE RIDGE CORRECTIONS CENTER	\$651.38	0	123123	Landfill Clean Up Crew Dec 202
01/10/2024	319202	P	11607	CUMMINS, INC	\$298.98	0	123123	HARNESS VEH#3290 WO#71674
01/10/2024	319203	P	11445	DAY MANAGEMENT CORPORATION	\$3,668.63	0	123123	POWER SUPPLY IMACS - COMM CENT
01/10/2024	319204	P	11394	DEVRIES BUSINESS RECORDS MANAGEMENT INC	\$23.02	0	123123	SHREDDING SERVICES
01/10/2024	319205	P	11226	DGR GRANT CONSTRUCTION INC	\$25,662.00	0	123123	New City Hall Finance Office 3

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/10/2024	319206	P	30188	DIMENSIONAL COMMUNICATIONS INC.	\$4,696.38	0	123123	Council Chamber AV Maintenance
01/10/2024	319207	P	11169	EFFICIENCY SOLUTIONS LLC	\$5,724.50	0	123123	C07-21 COMMERCIAL ENERGY EFFIC
01/10/2024	319208	P	11887	EMPLOYMENT SCREENING SERVICES, INC	\$1,204.12	0	123123	PRE-EMP SCREENINGS: ASUNCION,
01/10/2024	319209	P	10146	ENERGY NORTHWEST	\$360.00	0	123123	Environmental Sampling Nitrate
01/10/2024	319210	P	11762	ENTERPRISE HOLDINGS INC	\$1,595.60	0	123123	23-364 HUPF, 23-370 GRANT
01/10/2024	319211	P	11981	ENVIROTECH SERVICES INC	\$19,664.68	0	123123	DEICER
01/10/2024	319212	P	11333	ENVISIONWARE INC	\$12,950.19	0	123123	ENVISIONWARE RENEWAL COMPUTER/
01/10/2024	319213	P	11044	EWING IRRIGATION PRODUCTS INC	\$2,543.04	0	123123	ICE MELT
01/10/2024	319214	P	10315	FERGUSON US HOLDINGS INC	\$735.73	0	123123	SHOPS 100 - PLUMBING - HEX WRC
01/10/2024	319215	P	10954	LYNNE FOLLETT	\$666.20	0	123123	TUITION REIMBURSEMENT: ANNUAL
01/10/2024	319216	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$236.26	0	123123	FAX LINES 12/01-12/31/23
01/10/2024	319217	P	12252	FUTURA SYSTEMS, INC	\$48,808.56	0	123123	2024 Futura Software Renewals
01/10/2024	319218	P	31421	GARY A TUCCI	\$5,352.25	0	123123	November 2023 BPA Pass Thru
01/10/2024	319219	P	10050	GENERAL PACIFIC INC	\$34,562.25	0	123123	TRANSFORMERS
01/10/2024	319220	P	30401	TODD GILBERT	\$16.00	0	123123	23-405 GILBERT PICK UP EXPLOSI
01/10/2024	319221	P	10203	W.W. GRAINGER, INC	\$1,922.72	0	123123	0800-71571
01/10/2024	319222	P	31398	H.W. LOCHNER INC	\$21,930.31	0	123123	SOUTH GWW INTERSECTION IMPROVE
01/10/2024	319223	P	31793	SCOTT HANKS	\$497.27	0	123123	23-402 MetalClad Testing - Ont
01/10/2024	319224	P	30532	STEVE HEID	\$16.00	0	123123	23-404 HEID PICK UP EXPLOSIVES
01/10/2024	319225	P	11813	HERC RENTALS INC	\$2,631.64	0	123123	CALSENSE CONTROLLER CONCRETE S
01/10/2024	319226	P	31778	VINCENT HUPF	\$5,991.70	0	123123	23-364 HUPF HDS CERT COURSE AL
01/10/2024	319227	P	32306	MORGAN STANLEY CAPITAL MANAGEMENT LLC	\$11,250.00	0	123123	2023 INVESTMENT CONSULTING SRV
01/10/2024	319228	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$3,797.56	0	123123	CITY WIDE LOCKS - 1500lb MULTM
01/10/2024	319229	P	10290	JIM'S PACIFIC GARAGES INC	\$2,184.66	0	123123	CLAMP, FLEX HOSE VEH#3315 WO#7
01/10/2024	319230	P	31660	KELLEY CREATE CO	\$173.07	0	123123	Xerox Usage Charges December 2
01/10/2024	319231	P	31660	KELLEY CREATE CO	\$148.92	0	123123	DECEMBER COPIER CHARGES FOR PU
01/10/2024	319232	P	31378	SOUTHWEST ANSWERING SERVICE INC	\$1,199.28	0	123123	After Hours Emergency Calls
01/10/2024	319233	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$277.58	0	123123	CALSENSE CONTROLLERS - COL PLA
01/10/2024	319234	P	11667	KENWORTH SALES COMPANY	\$211.59	0	123123	BRAKE CHAMBERS VEH#3315 WO#716
01/10/2024	319235	P	11369	LEGACY TELECOMMUNICATIONS LLC	\$2,283.53	0	123123	FAN REPLACEMENT - SILLUSI
01/10/2024	319236	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$69.54	0	123123	TPMS SENSOR VEH#1384 WO#71723
01/10/2024	319237	P	12246	MCALLISTER HOLDINGS	\$252.00	0	123123	FIRE, STREETS OCT - DEC Q4 CAR

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01/10/2024	319238	P	32092	LOOMIS ARMORED US LLC	\$582.00	0	123123	ARMORED CAR SERVICE DECEMBER 2
01/10/2024	319239	P	10624	MACKAY SPOSITO INC	\$1,883.59	0	123123	Horn Rapids Master Plan Update
01/10/2024	319240	P	10465	MALLORY SAFETY & SUPPLY LLC	\$4,694.53	0	123123	FD - FIREBULL FIRE FOAM
01/10/2024	319241	P	32140	MAUL FOSTER & ALONGI INC	\$825.00	0	123123	Columbia Point Tract D Feasibi
01/10/2024	319242	P	32372	MCARTHUR FARM SUPPLY	\$5,885.35	0	123123	BULK SALT WWTF AND WTP DEL 12-
01/10/2024	319243	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$209.52	0	123123	BLOWER MOTOR VEH#3303 WO#71221
01/10/2024	319244	P	10578	MIDWEST TAPE	\$7,903.69	0	123123	HOOPLA DECEMBER 2023
01/10/2024	319245	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,153.00	0	123123	GOETHALS PARK - PORT-A-POTTY R
01/10/2024	319246	P	11835	MILLER PAINT COMPANY INC	\$885.48	0	123123	HAINS COMFORT - VANDALISM
01/10/2024	319247	P	10660	MILNE NAIL, POWER TOOL & REPAIR	\$38.10	0	123123	CODY R - 6' LANYARD
01/10/2024	319248	P	10751	CAR WASH PARTNERS INC	\$452.40	0	123123	CITY - MISTER CAR WASHES
01/10/2024	319249	P	30135	MUSTANG SIGNS LLC	\$1,088.09	0	123123	COLLABORATORY SIGN - LIBRARY
01/10/2024	319250	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$1,578.26	0	123123	SHOPS 100 - GREASE FOR MACHINE
01/10/2024	319251	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$3,304.33	0	123123	TEMP SENSOR VEH#3342 WO#71753
01/10/2024	319252	P	10357	OXARC INC	\$851.96	0	123123	FLEET WELDING GAS
01/10/2024	319253	P	31206	CI - PW LLC	\$159.63	0	123123	PURCHASING BOTTLED WATER FOR D
01/10/2024	319254	P	10862	PARAMETRIX INC	\$11,671.57	0	123123	HORN RAPIDS LANDFILL CLOSURE P
01/10/2024	319255	P	10971	PARAMOUNT COMMUNICATIONS INC	\$12,183.78	0	123123	Library Comms Cable Install, C
01/10/2024	319256	P	31798	PERFORMANCE SYSTEMS INTEGRATION LLC	\$172.62	0	123123	CITY HALL - ANNUAL FIRE EXTING
01/10/2024	319257	P	999002	PERMIT REFUND	\$35,676.00	0	123123	Deposit Refund - 1531 Tapteal
01/10/2024	319258	P	32273	PROCARE FOR YOU PLLC	\$631.50	0	123123	PRE-EMP PHYSICAL/AUDIO TEST: (
01/10/2024	319259	P	11994	PROFESSIONAL SALES AND SERVICE LC	\$552.47	0	123123	LIQUID SPRINGS VEH#5054 WO#718
01/10/2024	319260	P	10724	PUBLIC SAFETY TESTING INC	\$978.00	0	123123	Q4 QUARTER SUBSCRIPTION FEES:
01/10/2024	319261	P	10102	PASCO RANCH AND HOME INC	\$516.29	0	123123	FD NEW HIRE B. NELSON - DAY BO
01/10/2024	319262	P	11136	RICHARD SCHURFELD	\$258.00	0	123123	PORTAL SERVICE LOCATES DECEMBE
01/10/2024	319263	P	10939	RETAIL LOCKBOX INC	\$3,056.89	0	123123	UB PAYMENT PROCESSING DECEMBER
01/10/2024	319264	P	11012	RH2 ENGINEERING INC	\$14,747.66	0	123123	WWTP Anaerobic Digester Functi
01/10/2024	319265	P	10957	RICHLAND DOWNTOWN BUSINESS IMPROVEMENT DISTRICT	\$6,150.60	0	123123	DBID Q3&4 DUES
01/10/2024	319266	P	10647	RIVER CITY TOWING INC	\$48.92	0	123123	RPD TOW CHARGE
01/10/2024	319267	P	32267	ROBERTSON FICK ENGINEERING PC	\$1,389.66	0	123123	SPCC Plan Update, CONTRACT #31
01/10/2024	319268	P	32295	ROOFCORP OF AMERICA, INC.	\$256,138.12	0	123123	WTP Roof Replacement, CONTRACT
01/10/2024	319269	P	11273	ROUTEWARE INC	\$1,040.26	0	123123	Samsung Tab Active 4 Pro (V2)

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/10/2024	319270	P	10311	SEA WESTERN INC	\$2,321.61	0	123123	FD - NEW RECRUIT STRUCTURE BOO
01/10/2024	319271	P	10397	STATE OF WASHINGTON	\$8,950.00	0	123123	K20 BANDWIDTH USAGE - JULY 23-
01/10/2024	319272	P	32193	GABE SMITH	\$397.06	0	123123	23-401 MetalClad Testing - Ont
01/10/2024	319273	P	10440	SOLID WASTE SYSTEMS INC	\$5,684.07	0	123123	SPRING HANDLE ASSY VEH#3364 WO
01/10/2024	319274	P	31817	SPEAKWRITE LLC	\$317.99	0	123123	RPD TRANSCRIPTION SERVICES DEC
01/10/2024	319275	P	31420	SPECK THREE INC.	\$87.09	0	123123	CONNECTOR, HOSE VEH#1230 WO#71
01/10/2024	319276	P	10536	SPRAGUE PEST SOLUTIONS	\$641.74	0	123123	STATION 73 - PEST CONTROL
01/10/2024	319277	P	10118	STEEBER'S LOCK SERVICE	\$121.74	0	123123	NEW KEYS VEH#2376 WO#70598
01/10/2024	319278	P	10393	STONEWAY ELECTRIC SUPPLY	\$2,055.32	0	123123	COL PLAYFIELD - CALENSE CONTRO
01/10/2024	319279	P	10900	SUNBELT RENTALS INC	\$115.80	0	123123	EQUIP RENTAL - WWL - LOG SPLIT
01/10/2024	319280	P	10961	TACOMA SCREW PRODUCTS INC	\$53.17	0	123123	SHOP SUPPLIES CLOTH UTILITY RO
01/10/2024	319281	P	30808	TANKMAX INC.	\$238.95	0	123123	DRIVE LINE, U JOINTS VEH#3306
01/10/2024	319282	P	11089	TED BROWN MUSIC COMPANY INC	\$6,464.79	0	123123	RCC Sound System Replacement,
01/10/2024	319283	P	31735	MARQUES HARRER	\$3,643.26	0	123123	RPD CLASS A MAG HOLDERS QTY 80
01/10/2024	319284	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$258.24	0	123123	INSTALL NEW TIRES VEH#2479 WO#
01/10/2024	319285	P	10027	THE PAPE' GROUP	\$747.12	0	123123	FILTERS VEH#6632 WO#68998
01/10/2024	319286	P	10481	WEST PUBLISHING CORPORATION	\$2,472.93	0	123123	ONLINE/SOFTWARE SUBSCRIPTION CH
01/10/2024	319287	P	11771	TOTAL COLLISION AND INJURY CARE LLC	\$300.00	0	123123	DOT PHYSICAL: J MORROW
01/10/2024	319288	P	30823	THOMAS TOYOOKA	\$64.00	0	123123	23-408 TOYOOKA INSPECTION OF 5
01/10/2024	319289	P	10861	TRICOMP INC	\$2,070.00	0	123123	HALF PAGE AD FOR HORN RAPIDS
01/10/2024	319290	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$170.21	0	123123	12 Volt Batteries (Qty 7) for
01/10/2024	319291	P	10128	THE MCCLATCHY COMPANY	\$2,682.90	0	123123	IPL0148908 ITB23-0107 HORN RAP
01/10/2024	319292	P	10335	TRI CITY DEVELOPMENT COUNCIL	\$7,500.00	0	123123	TRIDEC CONTRACT NO. 61-23
01/10/2024	319293	P	31958	TRUCKPRO HOLDING CORPORATION	\$67.50	0	123123	OIL GAUGE VEH#6638 WO#71600
01/10/2024	319294	P	10794	UNITED RENTALS INC	\$12,218.14	0	123123	Excavator Rental - 3102 Twin B
01/10/2024	319295	P	10793	UPTOWN BUSINESS IMPROVEMENT DISTRICT BOARD	\$7,700.40	0	123123	Q3 & 4 2023 BID DUES
01/10/2024	319296	P	11131	SANDRA R NINEMIRE	\$821.99	0	123123	FD - UNIFORM LAUNDRY SERVICE
01/10/2024	319297	P	11840	US DEPARTMENT OF AGRICULTURE	\$8,174.11	0	123123	2023 Bird Management at Horn R
01/10/2024	319298	P	10106	US LINEN & UNIFORM	\$491.98	0	123123	FLEET SHOP APPAREL
01/10/2024	319299	P	10202	NORTHWEST ONE CALL SUBSURFACE WARNING SYSTEM	\$224.46	0	123123	Locating Services Dec 2023
01/10/2024	319300	P	12465	AUBLE, JOLICOEUR & GENTRY, INC	\$3,000.00	0	123123	PO for Valbridge Land Appraisa
01/10/2024	319301	P	32369	VARITECH INDUSTRIES	\$604.50	0	123123	FLOW SENSOR METER VEH#3368 WO#

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01/10/2024	319302	P	10860	VERIZON COMMUNICATIONS INC	\$21,078.63	0	123123	Verizon Fire Lifepacks - Decem
01/10/2024	319303	P	11788	VIRGINIA TRANSFORMER CORP	\$1,309,599.80	0	123123	CITY VIEW POWER TRANSFORMER PU
01/10/2024	319304	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$94,201.65	0	123123	VISIT TRI-CITIES CONTRACT DUES
01/10/2024	319305	P	10138	WA STATE AUDITOR'S OFFICE	\$1,088.85	0	123123	AUDIT SERVICES DECEMBER 2023
01/10/2024	319306	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$357.07	0	123123	Utility Permit/Franchise Fee
01/10/2024	319307	P	30837	JON WALLING	\$64.00	0	123123	23-398 REIMB WALLING 5062/5063
01/10/2024	319308	P	10136	WASHINGTON ASN OF SHERIFFS & POLICE CHIEFS	\$850.00	0	123123	REGISTRATION FEES 2023 FALL CO
01/10/2024	319309	P	10140	WASHINGTON STATE PATROL	\$121.00	0	123123	BACKGROUND CHECKS: (11)
01/10/2024	319310	P	11015	WEBCHECK INC	\$798.95	0	123123	WEBCHECK SERVICE DECEMBER 2023
01/10/2024	319311	P	11190	WESTERN CASCADE CONTAINER LLC	\$91.78	0	123123	CYL & CLEVIS VEH#3222 WO#71132
01/10/2024	319312	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$1,156.86	0	123123	REMOTE MONITORING RENEWAL VEH#
01/10/2024	319313	P	10267	WSF, LLC	\$4,451.00	0	123123	REPLACEMENT FILTER VEH#3335 WO
01/10/2024	319314	P	10314	WHITNEY EQUIPMENT COMPANY INC	\$7,606.98	0	123123	Hains Dyke Lift Station Replac
01/10/2024	319315	P	10194	XEROX CORPORATION	\$2,795.31	0	123123	RPD 5BT-700601 QTLY BASE CHG:
01/10/2024	319316	P	11338	XIOLOGIX LLC	\$22,916.39	0	123123	SR-266 Dell R650 RAM Upgrade
01/10/2024	319317	P	12483	ZOLL MEDICAL SUPPLY	\$5,252.38	0	123123	CASE REVIEW PREMIUM SUBSCRIPTI
01/12/2024	319318	P	10000	KBL, INC.	\$158.01	0	0112241	CONTRACT DOCUMENTS - GAS COLLE
01/12/2024	319319	P	10838	GRIGG ENTERPRISES INC	\$218.20	0	0112241	MAINT SUPPLIES - DECK SPRAYER
01/12/2024	319320	P	32117	ALASKA RUBBER GROUP INC	\$63.31	0	0112241	HOSE ASSY VEH#7164 WO#71778
01/12/2024	319321	P	11213	ALTEC INDUSTRIES INC	\$134.48	0	0112241	FUSE BLOCK, BATTERY MOUNT VEH#
01/12/2024	319322	P	999000	AUREF - Utility Customer Refunds)	\$101.27	0	0112241	2550 DUPORTAIL ST B211
01/12/2024	319323	P	999000	AUREF - Utility Customer Refunds)	\$119.81	0	0112241	2894 SALK AVE Apt 140
01/12/2024	319324	P	999000	AUREF - Utility Customer Refunds)	\$1.52	0	0112241	2111 TURNER ST 19
01/12/2024	319325	P	999000	AUREF - Utility Customer Refunds)	\$12.56	0	0112241	2492 MAGGIO LOOP
01/12/2024	319326	P	999000	AUREF - Utility Customer Refunds)	\$296.36	0	0112241	4114 CLOVER RD
01/12/2024	319327	P	999000	AUREF - Utility Customer Refunds)	\$178.28	0	0112241	3003 QUEENSGATE DR Apt 144
01/12/2024	319328	P	999000	AUREF - Utility Customer Refunds)	\$144.15	0	0112241	2894 SALK AVE Apt 345
01/12/2024	319329	P	999000	AUREF - Utility Customer Refunds)	\$74.88	0	0112241	1926 GEORGE WASHINGTON WAY Apt
01/12/2024	319330	P	999000	AUREF - Utility Customer Refunds)	\$84.33	0	0112241	323 WELLSIAN WAY
01/12/2024	319331	P	999000	AUREF - Utility Customer Refunds)	\$65.77	0	0112241	2550 DUPORTAIL ST G139
01/12/2024	319332	P	999000	AUREF - Utility Customer Refunds)	\$138.22	0	0112241	1556 GENEVA ST
01/12/2024	319333	P	999000	AUREF - Utility Customer Refunds)	\$17.33	0	0112241	1325 CAROLINA AVE

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01/12/2024	319334	P	999000	AUREF - Utility Customer Refunds)	\$65.63	0	0112241	3963 CORVINA ST
01/12/2024	319335	P	999000	AUREF - Utility Customer Refunds)	\$140.07	0	0112241	451 WESTCLIFFE BLVD Apt D228
01/12/2024	319336	P	999000	AUREF - Utility Customer Refunds)	\$134.95	0	0112241	1529 COLUMBIA PARK TRL Apt 302
01/12/2024	319337	P	999000	AUREF - Utility Customer Refunds)	\$113.41	0	0112241	2016 HOWELL AVE
01/12/2024	319338	P	999000	AUREF - Utility Customer Refunds)	\$100.30	0	0112241	171 MATA RD
01/12/2024	319339	P	999000	AUREF - Utility Customer Refunds)	\$183.39	0	0112241	2100 BELLERIVE DR CC34
01/12/2024	319340	P	999000	AUREF - Utility Customer Refunds)	\$20.40	0	0112241	1512 STEVENS DR
01/12/2024	319341	P	999000	AUREF - Utility Customer Refunds)	\$227.47	0	0112241	2324 HOOD AVE 4
01/12/2024	319342	P	999000	AUREF - Utility Customer Refunds)	\$131.60	0	0112241	4130 CLOVER RD
01/12/2024	319343	VOID	999000	AUREF - Utility Customer Refunds)	\$0.00	508.66	0112241	VOID AFTER UPDATE 02/01/2024
01/12/2024	319344	P	999000	AUREF - Utility Customer Refunds)	\$112.27	0	0112241	2555 BELLA COOLA LN Apt 238
01/12/2024	319345	P	999000	AUREF - Utility Customer Refunds)	\$20.70	0	0112241	368 SATUS ST
01/12/2024	319346	P	999000	AUREF - Utility Customer Refunds)	\$80.83	0	0112241	250 GAGE BLVD 1018
01/12/2024	319347	P	999000	AUREF - Utility Customer Refunds)	\$83.89	0	0112241	1926 GEORGE WASHINGTON WAY Apt
01/12/2024	319348	P	999000	AUREF - Utility Customer Refunds)	\$206.10	0	0112241	250 GAGE BLVD 2054
01/12/2024	319349	P	999000	AUREF - Utility Customer Refunds)	\$67.39	0	0112241	4250 NORRIS ST
01/12/2024	319350	P	999000	AUREF - Utility Customer Refunds)	\$32.80	0	0112241	1324 ALAMEDA CT
01/12/2024	319351	P	999000	AUREF - Utility Customer Refunds)	\$41.37	0	0112241	1244 EL MONTE CT
01/12/2024	319352	P	999000	AUREF - Utility Customer Refunds)	\$11.20	0	0112241	2285 ESTATE AVE
01/12/2024	319353	P	999000	AUREF - Utility Customer Refunds)	\$114.74	0	0112241	1001 WILSON ST
01/12/2024	319354	P	999000	AUREF - Utility Customer Refunds)	\$230.69	0	0112241	250 GAGE BLVD 1097
01/12/2024	319355	P	999000	AUREF - Utility Customer Refunds)	\$7.02	0	0112241	2417 DELLE CELLE DR
01/12/2024	319356	P	999000	AUREF - Utility Customer Refunds)	\$192.20	0	0112241	514 JADWIN AVE
01/12/2024	319357	P	999000	AUREF - Utility Customer Refunds)	\$72.43	0	0112241	303 GAGE BLVD 315
01/12/2024	319358	P	999000	AUREF - Utility Customer Refunds)	\$38.27	0	0112241	1421 CAROLINA AVE Unit 102
01/12/2024	319359	P	999000	AUREF - Utility Customer Refunds)	\$10.81	0	0112241	405 EPIC ST
01/12/2024	319360	P	999000	AUREF - Utility Customer Refunds)	\$2.09	0	0112241	411 EPIC ST
01/12/2024	319361	P	999000	AUREF - Utility Customer Refunds)	\$509.99	0	0112241	2272 SKYVIEW LOOP
01/12/2024	319362	P	999000	AUREF - Utility Customer Refunds)	\$51.46	0	0112241	3182 MOUNTAIN QUAIL LN
01/12/2024	319363	P	999000	AUREF - Utility Customer Refunds)	\$104.98	0	0112241	419 VENTUS ST
01/12/2024	319364	P	999000	AUREF - Utility Customer Refunds)	\$4.96	0	0112241	3210 QUAIL RIDGE LOOP
01/12/2024	319365	P	999000	AUREF - Utility Customer Refunds)	\$90.19	0	0112241	2763 KETCH RD
01/12/2024	319366	P	999000	AUREF - Utility Customer Refunds)	\$154.74	0	0112241	3167 MOUNTAIN QUAIL LN

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01/12/2024	319367	P	999000	AUREF - Utility Customer Refunds)	\$43.12	0	0112241	3195 MOUNTAIN QUAIL LN
01/12/2024	319368	P	999000	AUREF - Utility Customer Refunds)	\$124.45	0	0112241	425 VENTUS ST
01/12/2024	319369	P	999000	AUREF - Utility Customer Refunds)	\$147.91	0	0112241	2465 LEGACY LN
01/12/2024	319370	P	999000	AUREF - Utility Customer Refunds)	\$64.50	0	0112241	417 EPIC ST
01/12/2024	319371	P	999000	AUREF - Utility Customer Refunds)	\$119.18	0	0112241	431 VENTUS ST
01/12/2024	319372	P	999000	AUREF - Utility Customer Refunds)	\$86.46	0	0112241	2760 KETCH RD
01/12/2024	319373	P	999000	AUREF - Utility Customer Refunds)	\$45.29	0	0112241	3231 QUAIL RIDGE LOOP
01/12/2024	319374	P	999000	AUREF - Utility Customer Refunds)	\$64.83	0	0112241	2505 LEGACY LN
01/12/2024	319375	P	999000	AUREF - Utility Customer Refunds)	\$135.34	0	0112241	850 AARON DR 126
01/12/2024	319376	P	999000	AUREF - Utility Customer Refunds)	\$114.99	0	0112241	3147 WILLOW POINTE DR
01/12/2024	319377	P	999000	AUREF - Utility Customer Refunds)	\$188.42	0	0112241	250 GAGE BLVD 1045
01/12/2024	319378	P	999000	AUREF - Utility Customer Refunds)	\$20.10	0	0112241	1933 MARSHALL AVE
01/12/2024	319379	P	999000	AUREF - Utility Customer Refunds)	\$135.28	0	0112241	250 GAGE BLVD 1056
01/12/2024	319380	P	999000	AUREF - Utility Customer Refunds)	\$56.39	0	0112241	400 BRADLEY BLVD Ste 201
01/12/2024	319381	P	999000	AUREF - Utility Customer Refunds)	\$166.09	0	0112241	2455 GEORGE WASHINGTON WAY J25
01/12/2024	319382	P	999000	AUREF - Utility Customer Refunds)	\$214.15	0	0112241	2455 GEORGE WASHINGTON WAY K16
01/12/2024	319383	P	999000	AUREF - Utility Customer Refunds)	\$58.58	0	0112241	2433 GEORGE WASHINGTON WAY 410
01/12/2024	319384	P	999000	AUREF - Utility Customer Refunds)	\$26.59	0	0112241	1876 FOWLER ST 112
01/12/2024	319385	P	999000	AUREF - Utility Customer Refunds)	\$221.49	0	0112241	191 REATA RD
01/12/2024	319386	P	11079	AUTOZONE STORES LLC	\$203.28	0	0112241	PARTS CLEANER VEH#3363 WO#7176
01/12/2024	319387	P	10222	ASSOCIATION OF WASHINGTON CITIES	\$56,429.00	0	0112241	2024 AWC DRUG/ALCOHOL CONSORTI
01/12/2024	319388	P	10207	BENTON COUNTY AUDITOR	\$43.00	0	0112241	Images
01/12/2024	319389	P	10546	BOUND TREE MEDICAL LLC	\$808.43	0	0112241	FD - MEDICAL SUPPLIES (CABLE,
01/12/2024	319390	P	11685	CARDINAL HEALTH 130, LLC	\$582.48	0	0112241	MEDICAL SUPPLIES - SALINE & ME
01/12/2024	319391	P	30116	CHRISTENSEN INC	\$592.04	0	0112241	DEF BULK AT SHOPS
01/12/2024	319392	P	11312	COEUR D'ALENE SERVICE STATION EQUIPMENT INC	\$408.80	0	0112241	FLEET - FUEL PUMP MAINTENANCE
01/12/2024	319393	P	11516	COLEMAN OIL COMPANY	\$20,239.96	0	0112241	WEEKLY CARD LOCK FUEL 01/1 - 0
01/12/2024	319394	P	11907	SYCURE CORP	\$300.00	0	0112241	100Mbps Backhaul VPN - January
01/12/2024	319395	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$76.22	0	0112241	RCC - LED LAMPS
01/12/2024	319396	P	11526	CORWIN OF PASCO LLC	\$2,953.73	0	0112241	PLUGS VEH#2523 WO#71771
01/12/2024	319397	P	11044	EWING IRRIGATION PRODUCTS INC	\$205.98	0	0112241	CALSENSE - COL PLAYFIELD - IRR
01/12/2024	319398	P	10508	FASTENAL COMPANY	\$505.37	0	0112241	FIRE EXT, BLOOD BORNE, 1ST AID
01/12/2024	319399	P	10315	FERGUSON US HOLDINGS INC	\$246.99	0	0112241	CXC Slip Coup/Acid Brush/Flux

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01/12/2024	319400	P	10447	FINAL TOUCH UPHOLSTERY	\$706.55	0	0112241	REUPHOLSTER SEAT WO#2381 WO#71
01/12/2024	319401	P	31564	FNS COLLISION GROUP INC	\$7,969.20	0	0112241	REPAIR/FABRICATE UTILITY BED V
01/12/2024	319402	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$1,011.76	0	0112241	01/24 TELEPHONE CHARGES
01/12/2024	319403	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$5,090.54	0	0112241	TELEPHONE CHARGES 01/19/24-02/
01/12/2024	319404	P	30113	GRANICUS, LLC	\$29,309.87	0	0112241	SR-264 Swagit 2024 Renewal, Ye
01/12/2024	319405	P	10046	HD FOWLER CO	\$89.12	0	0112241	3"SCH 40 Galvanized 90 Elbow I
01/12/2024	319406	P	11813	HERC RENTALS INC	\$106.53	0	0112241	EQUIP RENTAL - CLAYBELL - SOD
01/12/2024	319407	P	12200	HUGHES FIRE EQUIPMENT, INC	\$228.67	0	0112241	LADDER RACK REST MOUNTS VEH#50
01/12/2024	319408	P	10290	JIM'S PACIFIC GARAGES INC	\$1,136.95	0	0112241	ENG HARNESS VEH#3320 WO#71652
01/12/2024	319409	P	31660	KELLEY CREATE CO	\$108.46	0	0112241	FD - STA 73 STANDARD PAYMENT
01/12/2024	319410	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$108.52	0	0112241	COL PLAYFIELD - CALSENSE - IRR
01/12/2024	319411	P	11667	KENWORTH SALES COMPANY	\$3,971.53	0	0112241	WHEEL BEARING VEH#3363 WO#7178
01/12/2024	319412	P	32198	KNOWBE4 INC	\$6,349.65	0	0112241	SECURITY AWARENESS/PHISHER TRA
01/12/2024	319413	P	11199	LIBERTY LAWN & SAW SHOP	\$6,522.03	0	0112241	SMALL EQUIP REPAIR - SAW PARTS
01/12/2024	319414	P	10262	LIFE ASSIST INC	\$1,214.22	0	0112241	FD - MEDICAL SUPPLIES (BANDAGE
01/12/2024	319415	P	10298	LN CURTIS & SONS	\$1,864.89	0	0112241	ENGINE 5062 & ENGINE 5063 EQUI
01/12/2024	319416	P	11835	MILLER PAINT COMPANY INC	\$404.10	0	0112241	RCC - PAINTING SUPPLIES
01/12/2024	319417	P	11040	FRANK MITCHELL	\$23.52	0	0112241	Mileage from Landfill Dec 2023
01/12/2024	319418	P	10083	MONARCH MACHINE & TOOL CO INC	\$386.59	0	0112241	TANDEM FENDER PAIR VEH#4113 W
01/12/2024	319419	P	10358	MOON SECURITY SERVICES INC	\$203.73	0	0112241	STATION 74 - FIRE MONITORING -
01/12/2024	319420	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$5,360.99	0	0112241	BRENTWOOD GATE - BATTERY, TOWE
01/12/2024	319421	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$2,309.37	0	0112241	LINK ROD, NUT, COTTER PIN, VEH
01/12/2024	319422	P	31238	OSINC INC.	\$108.68	0	0112241	Safety vest and coat
01/12/2024	319423	P	30432	PATTERSON, JOSH	\$326.70	0	0112241	REIMB PATTERSON ACLS PALS ADVA
01/12/2024	319424	P	31791	PEAK INDUSTRIAL INC	\$714.65	0	0112241	TOOTH GRINDER VEH#7176 WO#7193
01/12/2024	319425	P	12238	REXEL USA, INC	\$196.61	0	0112241	ILS TA-350 AL Mech 350-6/Seali
01/12/2024	319426	P	30887	POWERDMS, INC	\$7,642.54	0	0112241	2024 POWER POLICY PRO SUBSCRIP
01/12/2024	319427	P	10102	PASCO RANCH AND HOME INC	\$543.48	0	0112241	FD - NEW HIRE STROMSTAD - DAY
01/12/2024	319428	P	12318	RINGOLD EMBROIDERY	\$10.60	0	0112241	LOGO FOR JORDANS JACKET WAREHO
01/12/2024	319429	P	11076	RIO FOLTZ PLLC	\$960.00	0	0112241	PROSECUTION SERVICES - JAN. 20
01/12/2024	319430	P	10311	SEA WESTERN INC	\$13,062.86	0	0112241	FD - UNIFORM PANTS
01/12/2024	319431	P	32170	PHOENIX ASPHALT MAINTENANCE COMPANY INC	\$1,468.54	0	0112241	EZ STREET COLD MIX ASPHALT

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01/12/2024	319432	P	30616	ERIC SENNER	\$125.00	0	0112241	REIMB SENNER - ACLS CLASS
01/12/2024	319433	P	32161	SENSIDYNE LP	\$950.08	0	0112241	SENSOR FOR WWTF DIGESTER BLDG
01/12/2024	319434	P	11563	SMARSH, INC.	\$38,988.08	0	0112241	SR-205 Smarsh 2024 Annual Rene
01/12/2024	319435	P	10649	SNAP ON INCORPORATED	\$41.83	0	0112241	FLEET SHOP TOOLS FLAT HEAD PRY
01/12/2024	319436	P	10440	SOLID WASTE SYSTEMS INC	\$1,766.29	0	0112241	PROXIMITY SENSOR VEH#3337 WO#7
01/12/2024	319437	P	10393	STONEWAY ELECTRIC SUPPLY	\$157.69	0	0112241	COL PLAYFIELD - FLEX CONNECTOR
01/12/2024	319438	P	10961	TACOMA SCREW PRODUCTS INC	\$761.49	0	0112241	TADD - TRUCK TOOLS
01/12/2024	319439	P	11160	THE GENESIS GROUP	\$9,568.86	0	0112241	GENCORE RENEWAL 01/01-12/31/24
01/12/2024	319440	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$10,510.36	0	0112241	NEW STEER VEH#3360 WO#71786
01/12/2024	319441	P	10027	THE PAPE' GROUP	\$112.76	0	0112241	FILTERS VEH#7148 WO#71867
01/12/2024	319442	P	10866	TRITECH SOFTWARE SYSTEMS	\$4,108.86	0	0112241	TRITECH.COM ANNUAL SUBSCRIPTION
01/12/2024	319443	P	31958	TRUCKPRO HOLDING CORPORATION	\$88.42	0	0112241	AMBER LIGHT VEH#3381 WO#71751
01/12/2024	319444	P	10129	TWIN CITY METALS INC	\$41.31	0	0112241	PROUT POOL - PLUMBING PARTS
01/12/2024	319445	P	30040	ULINE	\$113.02	0	0112241	RETURN REFUND CHECK 2431354
01/12/2024	319446	P	11461	WASHINGTON STATE ASSOCIATION OF FIRE CHIEFS	\$3,060.00	0	0112241	WA STATE FIRE CHIEFS 2024 MEMB
01/12/2024	319447	P	10878	WA STATE DEPT OF NATURAL RESOURCES	\$6,000.00	0	0112241	C5100096242 RI Yakima Waterlin
01/12/2024	319448	P	32367	WA WASTEWATER COLLECTION PERSONNEL ASSOC	\$20.00	0	0112241	INSTITUTIONAL MEMBERSHIP FEE 2
01/12/2024	319449	P	999003	WASTEWORCS REFUND	\$823.44	0	0112241	Refund overpayment WW account
01/12/2024	319450	P	999003	WASTEWORCS REFUND	\$77.62	0	0112241	Refund overpayment WW account
01/12/2024	319451	P	999003	WASTEWORCS REFUND	\$396.00	0	0112241	Refund overpayment WW account
01/12/2024	319452	P	999003	WASTEWORCS REFUND	\$90.00	0	0112241	Refund overpayment WW account
01/12/2024	319453	P	10596	WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	\$150.00	0	0112241	2024 MEMBERSHIP RENEWAL - INGH
01/12/2024	319454	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$1,563.37	0	0112241	PRECLEANER BONNET VEH#7162 WO#
01/12/2024	319455	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$339.88	0	0112241	WHEEL SPEED SENSOR VEH#3363 WO
01/12/2024	319456	P	11338	XIOLOGIX LLC	\$23,846.66	0	0112241	SR-269 Veeam 2024 Renewal
01/12/2024	319457	P	12483	ZOLL MEDICAL SUPPLY	\$181.83	0	0112241	FD TRAINING - TRAINING CPR ST
01/17/2024	319458	P	10439	PYC LLC	\$483.57	0	123123	RPD UNIFORM LAUNDRY DEC
01/17/2024	319459	P	31283	3AC ENGINEERING, PC	\$16,500.00	0	123123	Transformer Monitor Installati
01/17/2024	319460	P	10838	GRIGG ENTERPRISES INC	\$66.34	0	123123	VANDALISM - HAINS LEVEE
01/17/2024	319461	P	11197	LUCAS M MILLER	\$1,030.00	0	123123	Annual RR Crossing Inspection
01/17/2024	319462	P	12417	AHBL, INC	\$680.00	0	123123	Traffic Access & Land Use Feas
01/17/2024	319463	P	10983	ANOVAWORKS	\$3,264.00	0	123123	ANNUAL HEARING TESTING - POLIC

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01/17/2024	319464	P	10317	APOLLO SHEET METAL INC	\$5,067.70	0	123123	HVAC REPAIRS/SERVER ROOM
01/17/2024	319465	P	31205	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC	\$563.43	0	123123	LINEN CHARGES FOR DECEMBER WAS
01/17/2024	319466	P	12002	AXON ENTERPRISE, INC	\$159,340.33	0	123123	Axon 60 month body camera bund
01/17/2024	319467	P	11017	BASIN EXPRESS LLC	\$76.70	0	123123	FREIGHT CHARGE RETURN CYLINDER
01/17/2024	319468	P	10482	BENTON COUNTY PROSECUTOR'S OFFICE	\$3,139.37	0	123123	KIDS HAVEN EXPENSES 4TH QTR 20
01/17/2024	319469	P	10009	COUNTY OF BENTON	\$856.39	0	123123	CRIME VICTIMS BCDC DECEMBER 23
01/17/2024	319470	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$1,673.44	0	123123	HELPING HANDS 4TH QTR 2023
01/17/2024	319471	P	10008	BENTON PUD	\$466,304.01	0	123123	BADGER/SILLUSI UTILITIES 11/23
01/17/2024	319472	P	32310	BITS SMART STRIP LLC	\$1,852.51	0	123123	5 Thermostats & Plugs - 12.17.
01/17/2024	319473	P	11272	BOYD'S TREE SERVICE LLC	\$3,118.66	0	123123	2023 City-wide Tree Services
01/17/2024	319474	P	11356	C & E TRENCHING LLC	\$19,236.57	0	123123	Wastewater Effluent Flow & Sam
01/17/2024	319475	P	10650	CASCADE FIRE PROTECTION	\$495.00	0	123123	FIRE SPRINKLER INSPECTION/BACK
01/17/2024	319476	P	10135	CI SUPPORT LLC	\$48.14	0	123123	ONSITE SHREDDING WO#0289783 -
01/17/2024	319477	P	10055	CITY OF PASCO	\$114,110.16	0	123123	ANIMAL SHELTERING SERVICES NOV
01/17/2024	319478	P	10261	CITY OF RICHLAND	\$1,690.87	0	123123	#1901 Drop Box Disp/Hauling
01/17/2024	319479	P	10261	CITY OF RICHLAND	\$2,126.44	0	123123	23-386 FANDRICH CAS SUMMIT SAN
01/17/2024	319480	P	11444	CORPORATE TRANSLATION SERVICES	\$359.03	0	123123	TRANSLATION SERVICES 12/01-12/
01/17/2024	319481	P	11526	CORWIN OF PASCO LLC	\$6,825.84	0	123123	WIRE BACK UP CAMERA VEH#2544 W
01/17/2024	319482	P	10858	CROWN PAPER & JANITORIAL SUPPLY INC	\$3,489.28	0	123123	Janitorial Paper
01/17/2024	319483	P	11445	DAY MANAGEMENT CORPORATION	\$26,597.46	0	123123	BATTERY REPLACEMENT - PROSSER
01/17/2024	319484	P	31562	KATHY DEE	\$236.60	0	123123	DECEMBER CLASS 9612
01/17/2024	319485	P	10756	DELL MARKETING LP	\$3,751.71	0	123123	SR-295 Dell XPS 9530 Laptop fo
01/17/2024	319486	P	11226	DGR GRANT CONSTRUCTION INC	\$549,044.19	0	123123	Fire Station 76 Progressive De
01/17/2024	319487	P	31664	DJ'S ELECTRICAL INC	\$162,574.64	0	123123	View Ridge Estates Boring & Ca
01/17/2024	319488	P	11115	ELECTRIC POWER SYSTEMS INC	\$9,487.67	0	123123	Contract # 193-22; City View S
01/17/2024	319489	P	10315	FERGUSON US HOLDINGS INC	\$224.31	0	123123	PLUMBING COLUMBIA PARK WEST
01/17/2024	319490	P	32142	FITCH & ASSOCIATES LLC	\$14,960.50	0	123123	STANDARDS OF COVER REGIONAL EM
01/17/2024	319491	P	32135	BUSINESS INTERIORS OF IDAHO	\$11,148.75	0	123123	City Hall-Finance Room 327 Fur
01/17/2024	319492	P	11585	GALLS, LLC	\$512.43	0	123123	UNIFORM JACKETS - QTY 7
01/17/2024	319493	P	32166	GAMACHE MAINTENANCE LLC	\$720.68	0	123123	CPMA LAWN MAINTENANCE
01/17/2024	319494	P	31724	GUILLERMO GARCIA-FLORES	\$125.00	0	123123	Certificate Renewal Garcia-Flo
01/17/2024	319495	P	30035	GN NORTHERN INC	\$5,945.84	0	123123	Material Testing & Comp Testin

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01/17/2024	319496	P	11286	HILL INTERNATIONAL INC	\$11,911.53	0	123123	Consultant Agreement - FS 76,
01/17/2024	319497	P	12200	HUGHES FIRE EQUIPMENT, INC	\$402.33	0	123123	INSTALLED ALTERNATOR VEH#5046
01/17/2024	319498	P	32171	BEATRIZ BAEZ	\$850.00	0	123123	JANITORIAL SERVICES 12/01-12/3
01/17/2024	319499	P	30058	INFOSEND, INC.	\$26,535.29	0	123123	InfoSend - Utility Statement S
01/17/2024	319500	P	11843	IRON MOUNTAIN INC	\$259.74	0	123123	RPD SHRED SERVICE THRU 12/26/2
01/17/2024	319501	P	32000	JJS GLOBAL VENTURES	\$4,676.62	0	123123	ALTAIR MULTIGAS DETECTOR E5063
01/17/2024	319502	P	11110	PUD NO. 1 OF KICKITAT COUNTY	\$352.51	0	123123	GOLGOTHA UTILITIES 11/29-12/29
01/17/2024	319503	P	32375	LABCONCO CORPORATION	\$93.21	0	123123	SEALS FOR DOOR OF GLASSWARE WA
01/17/2024	319504	P	10432	LANGUAGE LINE SERVICES INC	\$2,255.37	0	123123	TRANSLATION SERVICES 12/01-12/
01/17/2024	319505	P	11369	LEGACY TELECOMMUNICATIONS LLC	\$6,006.74	0	123123	QRTLY GENERATOR MAINTENANCE -
01/17/2024	319506	P	12246	MCALLISTER HOLDINGS	\$360.00	0	123123	RPD VEHICLE WASH 45 WASHES 4TH
01/17/2024	319507	P	10298	LN CURTIS & SONS	\$9,421.94	0	123123	Misc Fire Related Items (Direc
01/17/2024	319508	P	31741	DAWN MACDONALD	\$403.20	0	123123	OCTOBER CLASS 9669
01/17/2024	319509	P	32140	MAUL FOSTER & ALONGI INC	\$597.50	0	123123	Columbia Point Tract D Feasibi
01/17/2024	319510	P	11652	MENKE JACKSON BEYER LLP	\$703.70	0	123123	ACCT. #062-RE WILLOWBROOK
01/17/2024	319511	P	11214	MIDWEST LABORATORIES INC	\$545.00	0	123123	TESTING (COMPOST ROWS 40-42),
01/17/2024	319512	P	31116	BAS INC	\$112.44	0	123123	COR STAFF CHRISTMAS CARDS
01/17/2024	319513	P	30235	LUKE MOHNEY	\$96.00	0	123123	23-397 MOHNEY INSP 5062/5063 A
01/17/2024	319514	P	10358	MOON SECURITY SERVICES INC	\$640.08	0	123123	MULTIPLE SITES SECURITY - THRU
01/17/2024	319515	P	10816	MUSCO CORPORATION	\$1,760.94	0	123123	LIGHT LAMP REPAIR - HOWARD AMO
01/17/2024	319516	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$31.13	0	123123	FLEET - RETURN AIR FILTER
01/17/2024	319517	P	30899	NATIONAL HOSE TESTING SPECIALTIES, INC	\$10,430.65	0	123123	2023 LADDER & HOSE TESTING
01/17/2024	319518	P	30088	NCR PAYMENT SOLUTIONS CORPORATION	\$3,174.58	0	123123	MERCHANT SERVICE CHARGES DECEM
01/17/2024	319519	P	31505	SPORTSENGINE INC	\$1,017.50	0	123123	BACKGROUND CHECKS - RECREATION
01/17/2024	319520	P	31835	THE BUILDING DEPARTMENT LLC	\$270.00	0	123123	NWCP Contract for Professional
01/17/2024	319521	P	32250	ODP BUSINESS SOLUTIONS LLC	\$30.37	0	123123	BUSINESS CARDS - PROE ADMIN AS
01/17/2024	319522	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$11,180.00	0	123123	PRE-EMP/DOT PHYS: (12)
01/17/2024	319523	P	11132	WALLA WATER INC	\$10,082.71	0	123123	2023 City-wide Overhead Door M
01/17/2024	319524	P	31673	ALBERT J ABREU	\$8,098.00	0	123123	ANNUAL DIELECTRIC TESTING
01/17/2024	319525	P	32230	PACIFIC NORTHWEST NAGINATA FEDERATION	\$319.20	0	123123	NOVEMBER CLASS 9643
01/17/2024	319526	P	31663	PALOUSE POWER LLC	\$860,464.32	0	123123	CONSTRUCT CITY VIEW BANK 2, CO
01/17/2024	319527	P	31206	CI - PW LLC	\$477.35	0	123123	BOTTLED WATER DELIVERY 11/6/23
01/17/2024	319528	P	10971	PARAMOUNT COMMUNICATIONS INC	\$282,952.24	0	123123	Fire Station No. 76 Fiber Buil

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/17/2024	319529	P	999002	PERMIT REFUND	\$39,629.33	0	123123	Canceled Permit, Refunded Inv
01/17/2024	319530	P	999002	PERMIT REFUND	\$133.80	0	123123	Rowe Holdings LLC_1531 Tapteal
01/17/2024	319531	P	999002	PERMIT REFUND	\$7,187.00	0	123123	Rowe Holdings LLC_1531 Tapteal
01/17/2024	319532	P	10052	PITNEY BOWES INC	\$121.23	0	123123	CLEANING PACK X2 & WASTE KIT
01/17/2024	319533	P	10611	PITNEY BOWES PURCHASE POWER	\$18,975.79	0	123123	Postage April through June 202
01/17/2024	319534	P	10828	PIPE OF WASHINGTON	\$60,121.50	0	123123	400 Area BPS Improvements - 19
01/17/2024	319535	P	31210	LEPS-PSS, PLLC	\$5,250.00	0	123123	POST COE PSYCH EVAL/SAR: (10)
01/17/2024	319536	P	10724	PUBLIC SAFETY TESTING INC	\$341.00	0	123123	ENTRY LEVEL POLICE RECRUITMENT
01/17/2024	319537	P	10047	R.D. OFFUTT COMPANY	\$5,170.16	0	123123	CREDIT FOR OVERPRICED VEH#6631
01/17/2024	319538	P	999001	REC REFUND	\$217.75	0	123123	damage deposit
01/17/2024	319539	P	999001	REC REFUND	\$237.50	0	123123	damage deposit
01/17/2024	319540	P	999001	REC REFUND	\$232.00	0	123123	damage deposit
01/17/2024	319541	P	11012	RH2 ENGINEERING INC	\$16,702.10	0	123123	CENTER PARKWAY SOUTH-ENVIRONME
01/17/2024	319542	P	11347	SANDY'S TROPHIES INC	\$297.04	0	123123	SERVICE PLAQUE: J WHITBY
01/17/2024	319543	P	10606	SENIOR LIFE RESOURCES NW INC	\$3,750.00	0	123123	2023 Q4 CDBG REIMBURSEMENT
01/17/2024	319544	P	10517	SIERRA ELECTRIC INC	\$9,652.86	0	123123	STN 73 & 75 ELECT TO GENERATOR
01/17/2024	319545	P	11563	SMARSH, INC.	\$794.19	0	123123	Smarsh December 2023
01/17/2024	319546	P	10440	SOLID WASTE SYSTEMS INC	\$6,418.95	0	123123	VALVE SOLENOID, HYD PUMP
01/17/2024	319547	P	32207	SPECIAL OLYMPICS OF WASHINGTON	\$10,000.00	0	123123	2023 Hotel/Motel Grant for Fal
01/17/2024	319548	P	10536	SPRAGUE PEST SOLUTIONS	\$120.30	0	123123	PEST CONTROL SVCS - DECEMBER
01/17/2024	319549	P	10530	SUMMIT LAW GROUP PLLC	\$11,947.65	0	123123	CITY OF RICHLAND LABOR & EMPLO
01/17/2024	319550	P	10359	US LINEN & UNIFORM	\$465.50	0	123123	COUNCILMEMBER APPAREL-MAIER
01/17/2024	319551	P	11089	TED BROWN MUSIC COMPANY INC	\$16,778.68	0	123123	Library Gallery AV Upgrades, C
01/17/2024	319552	P	32021	FORD OF HERMISTON LLC	\$423.17	0	123123	LEAK DIAGNOSTIC VEH#3334 WO#71
01/17/2024	319553	P	11406	SOLUTIONS INC	\$190.23	0	123123	RPD RECORDS SEARCH DEC 2023
01/17/2024	319554	P	12054	TRANSPO GROUP USA, INC	\$3,456.25	0	123123	Downtown Connectivity Design -
01/17/2024	319555	P	10603	TRI CITY LUMBER CO	\$4,613.85	0	123123	CP STORAGE - LUMBER
01/17/2024	319556	P	10178	TRI CITY WATER FOLLIES ASSN INC	\$15,000.00	0	123123	WATER FOLLIES HOTEL MOTEL TAX
01/17/2024	319557	P	10512	US BANK N A	\$230.00	0	123123	DECEMBER 2023 POOLED INVESTMEN
01/17/2024	319558	P	10106	US LINEN & UNIFORM	\$81.26	0	123123	RPD TOWEL DELIVERY
01/17/2024	319559	P	10860	VERIZON COMMUNICATIONS INC	\$1,072.93	0	123123	CELL PHONES 12/07/23-01/06/24
01/17/2024	319560	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$370.30	0	123123	Steptoe/CPT Stormwater Fac Lan
01/17/2024	319561	P	10212	WAGNER SMITH EQUIPMENT CO	\$247.84	0	123123	DEC HOT ARM RENTAL

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01/17/2024	319562	P	10140	WASHINGTON STATE PATROL	\$530.00	0	123123	RPD BACKGROUND CHECKS DEC 2023
01/17/2024	319563	P	10173	WASHINGTON STATE TREASURER	\$58,492.61	0	123123	12/23 FINES & FORFEITURES BC
01/17/2024	319564	P	10267	WSF, LLC	\$7,391.60	0	123123	GUTTER BROOM VEH#7171 WO#71344
01/17/2024	319565	P	10314	WHITNEY EQUIPMENT COMPANY INC	\$6,875.42	0	123123	Hains Dyke Lift Station Replac
01/17/2024	319566	P	10194	XEROX CORPORATION	\$2,432.64	0	123123	COPIER LEASE 12/23 C8045H/8TB-
01/19/2024	319567	P	31231	ABM INDUSTRIES INC	\$1,543.19	0	0119241	RPD - JANITORIAL
01/19/2024	319568	P	10838	GRIGG ENTERPRISES INC	\$146.44	0	0119241	RCC - PAINTING SUPPLIES
01/19/2024	319569	P	11323	BRYAN L CHRISTENSEN	\$10,356.30	0	0119241	1605 Davison - Kinney - Window
01/19/2024	319570	P	30077	BRETT ALMON	\$125.00	0	0119241	REIMB ALMON FOR PALS CLASS
01/19/2024	319571	P	11213	ALTEC INDUSTRIES INC	\$316.94	0	0119241	HYD PUMP VEH#3334 WO#71913
01/19/2024	319572	P	10644	ANIXTER INC	\$13,357.06	0	0119241	FUSES
01/19/2024	319573	P	31508	APPLIED CONCEPTS INC	\$6,630.70	0	0119241	Radar Handheld
01/19/2024	319574	P	31115	BIG DATA USA LLC	\$1,620.00	0	0119241	ATOZ LIBRARY SUBSCRIPTION 12/
01/19/2024	319575	P	11079	AUTOZONE STORES LLC	\$103.23	0	0119241	PARTS CLEANER VEH#41.88
01/19/2024	319576	P	10275	BADGER METER INC.	\$9,729.61	0	0119241	METERS AND REGISTERS
01/19/2024	319577	P	10001	BENTON CLEAN AIR AGENCY	\$16,944.07	0	0119241	2024 Q1 COR ASSESSMENT
01/19/2024	319578	P	10436	COUNTY OF BENTON FIRE PROTECTION DISTRICT #1	\$3,527.16	0	0119241	MPD ASSESSMENT - 76 EMS PROVID
01/19/2024	319579	P	32310	BITS SMART STRIP LLC	\$617.50	0	0119241	3 Thermostats & Plugs - 1.7.24
01/19/2024	319580	P	10468	BLACKSTONE AUDIOBOOKS	\$310.79	0	0119241	LIBRARY DVD COLLECTION
01/19/2024	319581	P	11778	DSD CAPITAL LLC	\$140.30	0	0119241	Outhouse Landfill Dec2023
01/19/2024	319582	P	31191	CASCADE FIRE EQUIPMENT COMPANY	\$13,123.47	0	0119241	FD - THERMAL CAMERAS E5062 & E
01/19/2024	319583	P	10841	CASELLE INC	\$178.00	0	0119241	Caselle Contract Support and M
01/19/2024	319584	P	31406	CENTER POINT INC	\$2,648.07	0	0119241	LIBRARY-MYSTERY SERIES, WESTER
01/19/2024	319585	P	10597	CHARTER COMMUNICATIONS	\$117.02	0	0119241	RPD BUSINESS INTERNET PLUS JAN
01/19/2024	319586	P	10135	CI SUPPORT LLC	\$112.13	0	0119241	ONSITE 64 GALLON RECURRING SHR
01/19/2024	319587	P	10055	CITY OF PASCO	\$75.38	0	0119241	Q4 2023 HOME-ARP
01/19/2024	319588	P	11141	CIVICPLUS LLC	\$13,719.91	0	0119241	SR-268 CivicClerk 2024 Renewal
01/19/2024	319589	P	11516	COLEMAN OIL COMPANY	\$24,220.23	0	0119241	LANDFILL DYED DIESEL
01/19/2024	319590	P	11907	SYCURE CORP	\$830.00	0	0119241	1Gbps Fiber Service - January
01/19/2024	319591	P	999014	CONSERVATION REBATES	\$50,000.00	0	0119241	3101 Kingsgate - Custom Projec
01/19/2024	319592	P	999014	CONSERVATION REBATES	\$1,300.00	0	0119241	2400 Columbia Ctr - Great Wall
01/19/2024	319593	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$2,126.24	0	0119241	UPTOWN - LAMP REPLACEMENT
01/19/2024	319594	P	31113	CONWAY DATA, INC.	\$5,500.00	0	0119241	FULL PAGE AD 2024 SITE SELECTI

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01/19/2024	319595	P	11526	CORWIN OF PASCO LLC	\$76,384.49	0	0119241	SPARE KEY VEH#5058 WO#71969
01/19/2024	319596	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$752.24	0	0119241	FD - INSPIRATION POINT - JAN 2
01/19/2024	319597	P	10453	DELTA HEATING & COOLING INC	\$11,576.55	0	0119241	2008 Tinkle - Williams - HP Lo
01/19/2024	319598	P	10195	DEPARTMENT OF COMMERCE	\$56,256.55	0	0119241	CERB LOAN PRINCIPAL PAYMENT 20
01/19/2024	319599	P	31557	BELEN DIAZ	\$9.10	0	0119241	Mileage from landfill Dec 23
01/19/2024	319600	P	31686	DKS ASSOCIATES	\$23,635.00	0	0119241	2024 City Safety Update to Com
01/19/2024	319601	P	10582	DLT SOLUTIONS LLC	\$29,929.35	0	0119241	SR-262 AutoCAD 2024 Renewal
01/19/2024	319602	P	10042	EBSCO	\$6,110.00	0	0119241	EBSCO CONSUMER REPORTS/LEARNIN
01/19/2024	319603	P	32219	ENERGY PRO INSULATION INC	\$3,772.00	0	0119241	1317 Hains - Veleke - Ins Reba
01/19/2024	319604	P	31170	HIS DIME, LLC	\$321.73	0	0119241	DECALS VEH#3380 WO#71936
01/19/2024	319605	P	31764	FIBER MARKETING INTERNATIONAL INC	\$117.36	0	0119241	SMALL EQUIP REPAIR - CHAINSAW
01/19/2024	319606	P	11157	FRONTIER COMMUNICATIONS NORTHWEST, INC.	\$84.06	0	0119241	FD - TELEPHONE CHARGES 01/01-0
01/19/2024	319607	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$610.50	0	0119241	Recording Fees
01/19/2024	319608	P	11585	GALLS, LLC	\$890.87	0	0119241	RPD UNIFORM HATS QTY 12
01/19/2024	319609	P	32106	H&L AUTO GLASS LLC	\$32.61	0	0119241	WINDSHIELD CHIP REPAIR VEH#251
01/19/2024	319610	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$719.61	0	0119241	CITY WIDE LOCKS - LOCKS & PINS
01/19/2024	319611	P	10290	JIM'S PACIFIC GARAGES INC	\$258.15	0	0119241	DOOR HANDLE VEH#3355 WO#71894
01/19/2024	319612	P	30585	KANOPY INC	\$8,000.00	0	0119241	KANOPY-PAY PER USE 1/2024-12/2
01/19/2024	319613	P	31660	KELLEY CREATE CO	\$24.42	0	0119241	FD - OVERAGES 71 CAPTAINS OFFI
01/19/2024	319614	P	31660	KELLEY CREATE CO	\$172.83	0	0119241	AGREEMENT 112-1835175-000: XER
01/19/2024	319615	P	31660	KELLEY CREATE CO	\$148.92	0	0119241	PURCHASING MISSED INVOICE-IT P
01/19/2024	319616	P	11667	KENWORTH SALES COMPANY	\$1,281.03	0	0119241	DRUMS, CRANKCASE VENT, CAB FAN
01/19/2024	319617	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$82.57	0	0119241	BALANCED WHEELS VEH#2438 WO#71
01/19/2024	319618	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$1,430.00	0	0119241	1550 Tapteal - Les Schwab - Li
01/19/2024	319619	P	11199	LIBERTY LAWN & SAW SHOP	\$139.10	0	0119241	SMALL EQUIP REPAIR - CHAINS FO
01/19/2024	319620	P	10262	LIFE ASSIST INC	\$81.74	0	0119241	DURACLEAR CUFFED MASK W/ VALVE
01/19/2024	319621	P	30780	CREATIVE EMPIRE, LLC	\$5,652.81	0	0119241	MANGO LANGUAGES/ASL DATABASE 1
01/19/2024	319622	P	30799	MEDLINE INDUSTRIES INC.	\$5,138.30	0	0119241	FD - GLOVES X 32 CASES
01/19/2024	319623	P	10233	MICROFLEX INC	\$1,438.10	0	0119241	SR-313 TaxTools Annual Online
01/19/2024	319624	P	10660	MILNE NAIL, POWER TOOL & REPAIR	\$1,098.69	0	0119241	TOMMY - TRUCK TOOLS
01/19/2024	319625	P	10358	MOON SECURITY SERVICES INC	\$1,097.32	0	0119241	LIBRARY - INSTALL FIRE CELL CO
01/19/2024	319626	P	10942	MUNICIPAL EMERGENCY SERVICES INC	\$8,119.89	0	0119241	FIRE HOSE ENGINE 5062

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01/19/2024	319627	P	11013	N HARRIS COMPUTER CORPORATION	\$113,941.57	0	0119241	SR-281 CIS Infinity Support 20
01/19/2024	319628	P	11013	N HARRIS COMPUTER CORPORATION	\$168,493.41	0	0119241	SR-275 GEMS 2024 Renewal
01/19/2024	319629	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$5,456.88	0	0119241	FLOOR DRY - STA 74
01/19/2024	319630	P	11008	GOVERNMENTJOBS.COM INC	\$82,519.84	0	0119241	SR-260 NEOGOV 2024 Renewal, Co
01/19/2024	319631	P	30273	NORTHWEST EQUIPMENT SALES, INC	\$894.59	0	0119241	RETURN OIL FILTER VEH#3361 WO#
01/19/2024	319632	P	10795	NORTHWEST REQUIREMENTS UTILITIES INC	\$131,893.28	0	0119241	2024 Membership dues for NRU
01/19/2024	319633	P	10357	OXARC INC	\$134.93	0	0119241	MEDICAL OXYGEN
01/19/2024	319634	P	10232	PERFECTION GLASS INC	\$1,032.00	0	0119241	1507 Torthay - Hawkins - Windo
01/19/2024	319635	P	10611	PITNEY BOWES PURCHASE POWER	\$11,463.34	0	0119241	Postage July through September
01/19/2024	319636	P	31611	PORT OF BENTON	\$8,010.00	0	0119241	2451 Stevens - Port of Benton
01/19/2024	319637	P	31221	ALLEY ENTERPRISES INC.	\$34.62	0	0119241	SIGNATURE STAMP - NEHER
01/19/2024	319638	P	10653	PROQUEST LP	\$1,120.60	0	0119241	HERITAGE QUEST ONLINE DATABASE
01/19/2024	319639	P	10853	P.S. MEDIA INC	\$5,000.00	0	0119241	Facebook/Instagram Placement:
01/19/2024	319640	P	10101	PUBLIC POWER COUNCIL	\$36,936.00	0	0119241	2024 Annual Assessment Dues
01/19/2024	319641	P	10102	PASCO RANCH AND HOME INC	\$173.91	0	0119241	PATTERSON - EMS DAY BOOTS
01/19/2024	319642	P	12318	RINGOLD EMBROIDERY	\$1,748.00	0	0119241	ACADEMY CLOTHING - RECRUITS &
01/19/2024	319643	P	31556	TINA RITCHIE	\$22.75	0	0119241	Mileage from Landfill Dec 2023
01/19/2024	319644	P	10647	RIVER CITY TOWING INC	\$293.52	0	0119241	RPD TOW CHARGE
01/19/2024	319645	P	31412	SAFE RESTRAINTS INC	\$1,597.12	0	0119241	WRAP SAFETY RESTRAINT/HELMET Q
01/19/2024	319646	P	10488	SAN DIEGO POLICE EQUIPMENT CO	\$5,708.38	0	0119241	PATROL AMMO
01/19/2024	319647	VOID	30616	ERIC SENNER	\$0.00	125	0119241	VOID AFTER UPDATE 01/25/2024
01/19/2024	319648	P	10410	SHANNON & WILSON INC	\$3,516.00	0	0119241	WETLAND MONITORING 221-19
01/19/2024	319649	P	10280	SHERWIN WILLIAMS CO	\$41.02	0	0119241	PAINT VEH#4113 WO#71220
01/19/2024	319650	P	10440	SOLID WASTE SYSTEMS INC	\$3,745.93	0	0119241	PROXIMITY SENSOR VEH#3333 WO#7
01/19/2024	319651	P	10536	SPRAGUE PEST SOLUTIONS	\$243.63	0	0119241	STATION 73 - PEST CONTROL
01/19/2024	319652	P	32382	SPRINGSHARE LLC	\$1,099.00	0	0119241	LIBCAL - LIBRARY CALENDAR SYST
01/19/2024	319653	P	32380	SUSTAINOVATION LLC	\$10,000.00	0	0119241	HUDDLE KEYNOTE & BREAKOUT SESS
01/19/2024	319654	P	10961	TACOMA SCREW PRODUCTS INC	\$61.67	0	0119241	FLETT SHOP SUPPLIES COATED PAL
01/19/2024	319655	P	30808	TANKMAX INC.	\$546.16	0	0119241	DRIVE LINE REPAIR VEH#3383 WO#
01/19/2024	319656	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$935.60	0	0119241	TIRE CHANGE VEH#1383 WO#71892
01/19/2024	319657	P	10027	THE PAPE' GROUP	\$548.58	0	0119241	ARMREST, LATCH VEH#7120 WO#719
01/19/2024	319658	P	31958	TRUCKPRO HOLDING CORPORATION	\$58.35	0	0119241	U JOINT VEH#3337 WO#72005
01/19/2024	319659	P	10106	US LINEN & UNIFORM	\$26.85	0	0119241	RPD TOWEL DELIVERY 1/16/24

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01/19/2024	319660	P	11054	VALUE LINE PUBLISHING INC	\$5,000.00	0	0119241	VALUE LINE RESEARCH CTR ONLINE
01/19/2024	319661	P	11174	WASHINGTON ORGANIC RECYCLING COUNCIL	\$250.00	0	0119241	2024 WORC MEMBERSHIP DUES WWTF
01/19/2024	319662	P	10267	WSF, LLC	\$211.69	0	0119241	AIR ACUATOR VEH#3335 WO#71796
01/19/2024	319663	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$113.79	0	0119241	JUMP SENSOR KIT VEH#3337 WO#72
01/19/2024	319664	P	10414	WILDLANDS INC	\$1,731.61	0	0119241	2023 HORN RAPIDS LOGSTONE WETL
01/19/2024	319665	P	10722	WASHINGTON STATE GOOD ROADS	\$250.00	0	0119241	2024 Dues - Rogalsky & Lukson
01/19/2024	319666	P	10194	XEROX CORPORATION	\$10.87	0	0119241	7HB-469027 JANUARY 2024 BASE C
01/22/2024	319667	P	10148	CRAIG E WILLIAMSON	\$3,700.00	0	012224FP	NON COVERED RX
01/22/2024	319668	P	10169	DALE A BRUNSON	\$190.00	0	012224PP	NON COVERED RX
01/22/2024	319669	P	10167	MIKE CASE	\$313.70	0	012224PP	NON COVERED RX
01/22/2024	319670	P	10304	HAN AND ROSE PLLC	\$297.47	0	012224PP	NON COVERED DENTAL
01/22/2024	319671	P	10271	SCOTT K LARSON	\$49.00	0	012224PP	NON COVERED DENTAL
01/24/2024	319672	P	10000	KBL, INC.	\$1,723.75	0	0124241	Contract Manuals Tapteal BPS
01/24/2024	319673	P	10838	GRIGG ENTERPRISES INC	\$431.19	0	0124241	PRMNT MRKRS, TAPE MEASURE FOR
01/24/2024	319674	P	11213	ALTEC INDUSTRIES INC	\$134.48	0	0124241	BATTERY HARNESS VEH#3398 WO#72
01/24/2024	319675	P	999004	AMB REFUND	\$318.00	0	0124241	AMBULANCE REFUND - PATIENT OVE
01/24/2024	319676	P	11230	NAT'L INSTITUTE FOR AUTOMOTIVE SERVICE EXCELLENCE	\$378.27	0	0124241	ASE TESTING FOR RICARDO
01/24/2024	319677	P	999000	AUREF - Utility Customer Refunds)	\$13.85	0	0124241	2121 KEENE RD
01/24/2024	319678	P	999000	AUREF - Utility Customer Refunds)	\$309.58	0	0124241	2126 CASCADE AVE
01/24/2024	319679	P	999000	AUREF - Utility Customer Refunds)	\$18.09	0	0124241	69 JADWIN AVE 20
01/24/2024	319680	P	999000	AUREF - Utility Customer Refunds)	\$20.92	0	0124241	50 JADWIN AVE Apt 21
01/24/2024	319681	P	999000	AUREF - Utility Customer Refunds)	\$18.35	0	0124241	50 JADWIN AVE Unit 76
01/24/2024	319682	P	999000	AUREF - Utility Customer Refunds)	\$290.24	0	0124241	1060 NEZ PERCE LN
01/24/2024	319683	P	999000	AUREF - Utility Customer Refunds)	\$179.18	0	0124241	1059 NEZ PERCE LN
01/24/2024	319684	P	999000	AUREF - Utility Customer Refunds)	\$210.89	0	0124241	206 GREENBRIAR WEST
01/24/2024	319685	P	999000	AUREF - Utility Customer Refunds)	\$95.49	0	0124241	1876 FOWLER ST 210
01/24/2024	319686	P	999000	AUREF - Utility Customer Refunds)	\$31.29	0	0124241	2455 GEORGE WASHINGTON WAY I25
01/24/2024	319687	P	999000	AUREF - Utility Customer Refunds)	\$62.08	0	0124241	240 BATTELLE BLVD Apt 338
01/24/2024	319688	P	999000	AUREF - Utility Customer Refunds)	\$52.03	0	0124241	240 BATTELLE BLVD Apt 340
01/24/2024	319689	P	999000	AUREF - Utility Customer Refunds)	\$67.50	0	0124241	240 BATTELLE BLVD Apt 434
01/24/2024	319690	P	999000	AUREF - Utility Customer Refunds)	\$68.72	0	0124241	240 BATTELLE BLVD Apt 438
01/24/2024	319691	P	999000	AUREF - Utility Customer Refunds)	\$73.74	0	0124241	240 BATTELLE BLVD Apt 440
01/24/2024	319692	P	999000	AUREF - Utility Customer Refunds)	\$76.50	0	0124241	2550 DUPORTAIL ST O288

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/24/2024	319693	P	999000	AUREF - Utility Customer Refunds)	\$116.93	0	0124241	4770 WHITE DR
01/24/2024	319694	P	999000	AUREF - Utility Customer Refunds)	\$36.34	0	0124241	1572 PALERMO AVE
01/24/2024	319695	P	999000	AUREF - Utility Customer Refunds)	\$163.27	0	0124241	4647 VILLAGE VIEW ST
01/24/2024	319696	P	999000	AUREF - Utility Customer Refunds)	\$278.66	0	0124241	2384 MAGGIO LOOP
01/24/2024	319697	P	999000	AUREF - Utility Customer Refunds)	\$365.32	0	0124241	2426 MAGGIO LOOP
01/24/2024	319698	P	999000	AUREF - Utility Customer Refunds)	\$125.52	0	0124241	552 LAZIO WAY
01/24/2024	319699	P	999000	AUREF - Utility Customer Refunds)	\$247.36	0	0124241	546 LAZIO WAY
01/24/2024	319700	P	999000	AUREF - Utility Customer Refunds)	\$90.74	0	0124241	2401 MAGGIO LOOP
01/24/2024	319701	P	999000	AUREF - Utility Customer Refunds)	\$137.34	0	0124241	540 LAZIO WAY
01/24/2024	319702	P	999000	AUREF - Utility Customer Refunds)	\$189.29	0	0124241	2548 CASA BELLA AVE
01/24/2024	319703	P	999000	AUREF - Utility Customer Refunds)	\$155.99	0	0124241	4839 HARLAN CT
01/24/2024	319704	P	999000	AUREF - Utility Customer Refunds)	\$141.13	0	0124241	2498 MAGGIO LOOP
01/24/2024	319705	P	999000	AUREF - Utility Customer Refunds)	\$89.80	0	0124241	2591 CASA BELLA AVE
01/24/2024	319706	P	999000	AUREF - Utility Customer Refunds)	\$63.42	0	0124241	610 CORTONA WAY
01/24/2024	319707	P	999000	AUREF - Utility Customer Refunds)	\$0.85	0	0124241	1104 WRIGHT AVE
01/24/2024	319708	P	999000	AUREF - Utility Customer Refunds)	\$15.30	0	0124241	1414 JUDSON AVE
01/24/2024	319709	P	11079	AUTOZONE STORES LLC	\$629.18	0	0124241	FLEET SHOP SUPPLIES BUTANE
01/24/2024	319710	P	11017	BASIN EXPRESS LLC	\$15.60	0	0124241	FREIGHT CHRG AIR ACTUATOR VEH#
01/24/2024	319711	P	11272	BOYD'S TREE SERVICE LLC	\$9,629.96	0	0124241	Tree Pruning & Vegetation Mana
01/24/2024	319712	P	32381	MATT BROWN	\$735.52	0	0124241	COR CHIEF OF POLICE RECRUITMEN
01/24/2024	319713	P	10026	CASCADE NATURAL GAS CORP	\$29,652.59	0	0124241	STATION 75 - GAS BILL - JANUAR
01/24/2024	319714	P	10072	CITY OF KENNEWICK	\$26,764.00	0	0124241	BPIN COMPUTER SUPPORT-LE 1ST Q
01/24/2024	319715	P	10261	CITY OF RICHLAND	\$138,154.76	0	0124241	CITY UTILITY BILLS/DEC 2023
01/24/2024	319716	P	10429	CODE PUBLISHING INC	\$942.98	0	0124241	MUNICIPAL CODE - WEB UPDATE
01/24/2024	319717	P	11312	COEUR D'ALENE SERVICE STATION EQUIPMENT INC	\$446.01	0	0124241	FLEET - NEW DIESEL NOZZLE
01/24/2024	319718	P	11516	COLEMAN OIL COMPANY	\$26,291.03	0	0124241	WEEKLY CARD LOCK FUEL 01/15 -
01/24/2024	319719	P	10470	COMMERCIAL TIRE INC	\$4,896.11	0	0124241	REPAIR TIRE VEH#7144 WO#72015
01/24/2024	319720	P	10509	COMPUTER DISCOUNT WAREHOUSE	\$5,267.30	0	0124241	SR-304 Adobe Acrobat Pro 2020
01/24/2024	319721	P	11526	CORWIN OF PASCO LLC	\$163,271.28	0	0124241	ONE NEW 2023 FORD F-550 4X2 W/
01/24/2024	319722	P	31497	MARIA CURIEL	\$21.00	0	0124241	24-027 CURIEL WA ST PUB ED MTG
01/24/2024	319723	P	10365	DAVID EVANS & ASSOCIATES INC	\$5,759.69	0	0124241	Center Parkway North-Railroad
01/24/2024	319724	P	11115	ELECTRIC POWER SYSTEMS INC	\$3,442.10	0	0124241	Thayer/Stevens Subs Bank 1 Re
01/24/2024	319725	P	11044	EWING IRRIGATION PRODUCTS INC	\$945.25	0	0124241	Winter Wonderland Lights

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/24/2024	319726	P	10315	FERGUSON US HOLDINGS INC	\$266.95	0	0124241	MECH TEST PLUGS FOR WW TV TRUC
01/24/2024	319727	P	10315	FERGUSON US HOLDINGS INC	\$180.67	0	0124241	RPD FIRING RANGE - PLUMBING SU
01/24/2024	319728	P	31702	FLEXERA SOFTWARE LLC	\$643.50	0	0124241	SR-270 InstallShield 2024 Rene
01/24/2024	319729	P	10203	W.W. GRAINGER, INC	\$5,163.82	0	0124241	DRINKING FTN W/BOTTLE FILLER B
01/24/2024	319730	P	32125	HD SUPPLY INC	\$2,454.24	0	0124241	LAB CHEMS, DETERGENT, BOTTLES,
01/24/2024	319731	P	11813	HERC RENTALS INC	\$1,304.40	0	0124241	EQUIP RENTAL - SHOPS 100 - CAR
01/24/2024	319732	P	12200	HUGHES FIRE EQUIPMENT, INC	\$185.49	0	0124241	LOW COOLANT, POWER & WASHER SE
01/24/2024	319733	P	10837	INTERGRAPH CORPORATION	\$326,312.55	0	0124241	INTERGRAPH MAINTENANCE RENEWAL
01/24/2024	319734	P	10290	JIM'S PACIFIC GARAGES INC	\$194.55	0	0124241	DOOR LATCH VEH#3355 WO#71894
01/24/2024	319735	P	11667	KENWORTH SALES COMPANY	\$2,072.61	0	0124241	OIL FILTER VEH#3366 WO#71800
01/24/2024	319736	P	11199	LIBERTY LAWN & SAW SHOP	\$3,148.26	0	0124241	NEW ENGINE VEH#6606 WO#69970
01/24/2024	319737	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$265.49	0	0124241	GASKET, BELT VEH#3264 WO#72122
01/24/2024	319738	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$1,178.00	0	0124241	GOETHALS PARK - PORT-A-POTTY R
01/24/2024	319739	P	10083	MONARCH MACHINE & TOOL CO INC	\$39.20	0	0124241	BED TARP VEH#3398 WO#72010
01/24/2024	319740	P	10358	MOON SECURITY SERVICES INC	\$68.72	0	0124241	STATION 74 - FIRE CELL & BASIC
01/24/2024	319741	P	10371	MOTOROLA SOLUTIONS INC	\$361,820.86	0	0124241	RED MOUNTAIN INSTALLATION
01/24/2024	319742	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$3,516.56	0	0124241	STARTER FLUID FOR SWR MAINT HA
01/24/2024	319743	P	11259	NEWSBANK INC	\$10,220.00	0	0124241	TRI-CITY HERALD ANNUAL SUBSCRI
01/24/2024	319744	P	10879	PREMIER LANDSCAPING & DESIGN	\$4,077.54	0	0124241	2023 City-wide Pool Services (
01/24/2024	319745	P	11900	RIVERSIDEDAVE LLC	\$2,850.00	0	0124241	NNO SOUND SYSTEM 2023
01/24/2024	319746	P	11347	SANDY'S TROPHIES INC	\$187.65	0	0124241	OFFICE NAMEPLATE - SISSECK REP
01/24/2024	319747	P	11460	WORKLEAP PLATFORM INC	\$5,995.00	0	0124241	SR-367 ShareGate 2024 Renewal
01/24/2024	319748	P	10517	SIERRA ELECTRIC INC	\$978.00	0	0124241	RETAINAGE, CONTRACT #425-23
01/24/2024	319749	P	10440	SOLID WASTE SYSTEMS INC	\$529.79	0	0124241	AIR ACTUATOR VEH#3383 WO#71675
01/24/2024	319750	P	10536	SPRAGUE PEST SOLUTIONS	\$624.36	0	0124241	STATION 72 - PEST CONTROL
01/24/2024	319751	P	30644	GWEN STANLEY	\$55.72	0	0124241	24-025 STANLEY WA ST PUB ED SU
01/24/2024	319752	P	31735	MARQUES HARRER	\$2,371.30	0	0124241	RPD QUARTERMASTER UNIFORM PANT
01/24/2024	319753	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$2,438.36	0	0124241	INSTALL TIRES VEH#1215 WO#7200
01/24/2024	319754	P	10027	THE PAPE' GROUP	\$402.49	0	0124241	BOLTS VEH#7163 WO#72075
01/24/2024	319755	P	10442	TITAN TRUCK EQUIPMENT	\$222.40	0	0124241	SNOW PLOW SHOE VEH#2503 WO#721
01/24/2024	319756	P	10293	TRI CITY SIGN & BARRICADE	\$4,060.49	0	0124241	WSU TRAIL DAMAGE - SIGN RENTAL
01/24/2024	319757	P	31958	TRUCKPRO HOLDING CORPORATION	\$217.99	0	0124241	BACK UP LIGHTS VEH#3398 WO#720

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/24/2024	319758	P	10469	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	\$556.21	0	0124241	Steptoe/CPT Stormwater Fac Lan
01/24/2024	319759	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$189.79	0	0124241	FITTINGS VEH#6641 WO#71989
01/24/2024	319760	P	10267	WSF, LLC	\$454.93	0	0124241	ELBOW ROTARY VEH#3350 WO#72020
01/24/2024	319761	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$1,170.11	0	0124241	FRONT AXLE, U BOLT VEH#3339 WO
01/26/2024	319762	P	10247	3M	\$3,035.46	0	0126241	Materials for poor condition s
01/26/2024	319763	P	10247	3M	\$9.22	0	0126241	Materials for poor condition s
01/26/2024	319764	P	10838	GRIGG ENTERPRISES INC	\$90.77	0	0126241	BCC COUNCIL CHAMBER RESTOCK
01/26/2024	319765	P	32117	ALASKA RUBBER GROUP INC	\$23.52	0	0126241	HYD ADAPTER VEH#3222 WO#72118
01/26/2024	319766	P	10644	ANIXTER INC	\$3,472.97	0	0126241	DEVICES_UG
01/26/2024	319767	P	999000	AUREF - Utility Customer Refunds)	\$22.50	0	0126241	400 SMITH AVE
01/26/2024	319768	P	999000	AUREF - Utility Customer Refunds)	\$224.64	0	0126241	2021 MAHAN AVE M7
01/26/2024	319769	P	999000	AUREF - Utility Customer Refunds)	\$56.57	0	0126241	2513 DUPORTAIL ST Apt 354
01/26/2024	319770	P	999000	AUREF - Utility Customer Refunds)	\$139.50	0	0126241	409 BENHAM ST J
01/26/2024	319771	P	999000	AUREF - Utility Customer Refunds)	\$831.27	0	0126241	1001 WILLARD AVE
01/26/2024	319772	P	999000	AUREF - Utility Customer Refunds)	\$1.09	0	0126241	1020 WRIGHT AVE
01/26/2024	319773	P	999000	AUREF - Utility Customer Refunds)	\$6.27	0	0126241	2101 STEPTOE ST Apt 240
01/26/2024	319774	P	999000	AUREF - Utility Customer Refunds)	\$178.03	0	0126241	650 GEORGE WASHINGTON WAY Apt
01/26/2024	319775	P	999000	AUREF - Utility Customer Refunds)	\$171.55	0	0126241	2895 PAULING AVE Apt 217
01/26/2024	319776	P	999000	AUREF - Utility Customer Refunds)	\$103.55	0	0126241	1527 FOXGLOVE AVE
01/26/2024	319777	P	999000	AUREF - Utility Customer Refunds)	\$118.87	0	0126241	1930 GEORGE WASHINGTON WAY 206
01/26/2024	319778	P	999000	AUREF - Utility Customer Refunds)	\$398.25	0	0126241	2550 DUPORTAIL ST I249
01/26/2024	319779	P	999000	AUREF - Utility Customer Refunds)	\$74.42	0	0126241	2601 JASON LOOP
01/26/2024	319780	P	999000	AUREF - Utility Customer Refunds)	\$0.21	0	0126241	1453 CARSON ST
01/26/2024	319781	P	999000	AUREF - Utility Customer Refunds)	\$61.07	0	0126241	2100 BELLERIVE DR Q178
01/26/2024	319782	P	999000	AUREF - Utility Customer Refunds)	\$35.47	0	0126241	1921 ANNA AVE
01/26/2024	319783	P	999000	AUREF - Utility Customer Refunds)	\$223.47	0	0126241	1621 GEORGE WASHINGTON WAY B17
01/26/2024	319784	P	999000	AUREF - Utility Customer Refunds)	\$998.91	0	0126241	905 CURIE ST
01/26/2024	319785	P	999000	AUREF - Utility Customer Refunds)	\$26.55	0	0126241	2555 BELLA COOLA LN Apt 282
01/26/2024	319786	P	999000	AUREF - Utility Customer Refunds)	\$47.91	0	0126241	160 VAN GIESEN ST 103
01/26/2024	319787	P	999000	AUREF - Utility Customer Refunds)	\$208.09	0	0126241	208 BERNARD AVE
01/26/2024	319788	P	999000	AUREF - Utility Customer Refunds)	\$315.96	0	0126241	1650 CACTUS LOOP
01/26/2024	319789	P	999000	AUREF - Utility Customer Refunds)	\$202.45	0	0126241	2923 WOODLAND PL
01/26/2024	319790	P	999000	AUREF - Utility Customer Refunds)	\$14.96	0	0126241	2641 DORNOCH PL

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01/26/2024	319791	P	999000	AUREF - Utility Customer Refunds)	\$174.87	0	0126241	1324 SACRAMENTO BLVD
01/26/2024	319792	P	999000	AUREF - Utility Customer Refunds)	\$3.27	0	0126241	3457 HANSTEAD ST
01/26/2024	319793	P	999000	AUREF - Utility Customer Refunds)	\$309.08	0	0126241	1638 ALDER AVE
01/26/2024	319794	P	999000	AUREF - Utility Customer Refunds)	\$187.53	0	0126241	2026 VENTURI CT
01/26/2024	319795	P	999000	AUREF - Utility Customer Refunds)	\$6.54	0	0126241	505 WINSLOW AVE
01/26/2024	319796	P	999000	AUREF - Utility Customer Refunds)	\$8.01	0	0126241	197 SELL LN
01/26/2024	319797	P	999000	AUREF - Utility Customer Refunds)	\$191.66	0	0126241	1417 STEVENS DR
01/26/2024	319798	P	999000	AUREF - Utility Customer Refunds)	\$61.72	0	0126241	4960 MCEWAN DR
01/26/2024	319799	P	999000	AUREF - Utility Customer Refunds)	\$49.60	0	0126241	1324 POTTER AVE
01/26/2024	319800	P	999000	AUREF - Utility Customer Refunds)	\$158.72	0	0126241	1626 SARATOGA CT
01/26/2024	319801	P	999000	AUREF - Utility Customer Refunds)	\$3.37	0	0126241	1230 VIEW DR
01/26/2024	319802	P	999000	AUREF - Utility Customer Refunds)	\$108.97	0	0126241	1736 SAGEWOOD ST
01/26/2024	319803	P	999000	AUREF - Utility Customer Refunds)	\$178.81	0	0126241	1407 JADWIN AVE
01/26/2024	319804	P	999000	AUREF - Utility Customer Refunds)	\$182.22	0	0126241	2763 LEOPOLD LN
01/26/2024	319805	P	999000	AUREF - Utility Customer Refunds)	\$254.35	0	0126241	214 JADWIN AVE
01/26/2024	319806	P	999000	AUREF - Utility Customer Refunds)	\$273.74	0	0126241	510 HOGAN CT
01/26/2024	319807	P	999000	AUREF - Utility Customer Refunds)	\$120.58	0	0126241	799 STRANGE DR
01/26/2024	319808	P	999000	AUREF - Utility Customer Refunds)	\$175.67	0	0126241	208 BERNARD AVE
01/26/2024	319809	P	999000	AUREF - Utility Customer Refunds)	\$100.00	0	0126241	1412 SWIFT BLVD
01/26/2024	319810	P	999000	AUREF - Utility Customer Refunds)	\$359.70	0	0126241	150 MAC ARTHUR ST
01/26/2024	319811	P	999000	AUREF - Utility Customer Refunds)	\$148.74	0	0126241	2650 TORREY PINES WAY
01/26/2024	319812	P	999000	AUREF - Utility Customer Refunds)	\$12.43	0	0126241	961 CAYUSE DR
01/26/2024	319813	P	999000	AUREF - Utility Customer Refunds)	\$222.23	0	0126241	2550 DUPORTAIL ST O289
01/26/2024	319814	P	999000	AUREF - Utility Customer Refunds)	\$23.20	0	0126241	2500 GEORGE WASHINGTON WAY 109
01/26/2024	319815	P	999000	AUREF - Utility Customer Refunds)	\$2.47	0	0126241	2500 GEORGE WASHINGTON WAY 232
01/26/2024	319816	P	999000	AUREF - Utility Customer Refunds)	\$72.57	0	0126241	2455 GEORGE WASHINGTON WAY D12
01/26/2024	319817	P	999000	AUREF - Utility Customer Refunds)	\$223.52	0	0126241	3047 BLUFFS DR
01/26/2024	319818	P	999000	AUREF - Utility Customer Refunds)	\$0.29	0	0126241	395 LOMBARDY LN
01/26/2024	319819	P	999000	AUREF - Utility Customer Refunds)	\$287.67	0	0126241	1813 MARSHALL AVE
01/26/2024	319820	P	999000	AUREF - Utility Customer Refunds)	\$107.35	0	0126241	1028 CHINOOK DR
01/26/2024	319821	P	999000	AUREF - Utility Customer Refunds)	\$113.45	0	0126241	668 MARYSVILLE WAY
01/26/2024	319822	P	999000	AUREF - Utility Customer Refunds)	\$197.47	0	0126241	2550 DUPORTAIL ST L270
01/26/2024	319823	P	999000	AUREF - Utility Customer Refunds)	\$81.70	0	0126241	1903 SKY MEADOW AVE

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01/26/2024	319824	P	999000	AUREF - Utility Customer Refunds)	\$1.34	0	0126241	606 BIRCH AVE
01/26/2024	319825	P	999000	AUREF - Utility Customer Refunds)	\$305.90	0	0126241	2513 DUPORTAIL ST Apt 141
01/26/2024	319826	P	999000	AUREF - Utility Customer Refunds)	\$10.00	0	0126241	250 GAGE BLVD 1092
01/26/2024	319827	P	999000	AUREF - Utility Customer Refunds)	\$177.94	0	0126241	1621 GEORGE WASHINGTON WAY B16
01/26/2024	319828	P	999000	AUREF - Utility Customer Refunds)	\$252.97	0	0126241	512 GOETHALS DR
01/26/2024	319829	P	999000	AUREF - Utility Customer Refunds)	\$307.44	0	0126241	2942 REDROCK RIDGE LOOP
01/26/2024	319830	P	999000	AUREF - Utility Customer Refunds)	\$52.58	0	0126241	4431 LOLO WAY
01/26/2024	319831	P	999000	AUREF - Utility Customer Refunds)	\$7.65	0	0126241	4193 LOLO WAY
01/26/2024	319832	P	999000	AUREF - Utility Customer Refunds)	\$60.41	0	0126241	3541 NOTTINGHAM DR
01/26/2024	319833	P	999000	AUREF - Utility Customer Refunds)	\$66.92	0	0126241	130 EDGEWOOD DR
01/26/2024	319834	P	999000	AUREF - Utility Customer Refunds)	\$147.59	0	0126241	706 WILLARD AVE
01/26/2024	319835	P	999000	AUREF - Utility Customer Refunds)	\$160.82	0	0126241	2711 STONECREEK DR
01/26/2024	319836	P	999000	AUREF - Utility Customer Refunds)	\$5.10	0	0126241	206 GREENBRIAR WEST
01/26/2024	319837	P	999000	AUREF - Utility Customer Refunds)	\$50.58	0	0126241	390 WRIGHT AVE
01/26/2024	319838	P	999000	AUREF - Utility Customer Refunds)	\$223.14	0	0126241	420 FRANKLIN ST
01/26/2024	319839	P	999000	AUREF - Utility Customer Refunds)	\$8.50	0	0126241	4539 BARBERA ST
01/26/2024	319840	P	999000	AUREF - Utility Customer Refunds)	\$87.81	0	0126241	3003 QUEENSGATE DR Apt 357
01/26/2024	319841	P	999000	AUREF - Utility Customer Refunds)	\$40.61	0	0126241	615 BENHAM CT
01/26/2024	319842	P	999000	AUREF - Utility Customer Refunds)	\$14.60	0	0126241	703 WINSLOW AVE
01/26/2024	319843	P	999000	AUREF - Utility Customer Refunds)	\$21.45	0	0126241	480 CHERRY BLOSSOM LOOP
01/26/2024	319844	P	999000	AUREF - Utility Customer Refunds)	\$8.37	0	0126241	354 VAN GIESEN ST B
01/26/2024	319845	P	999000	AUREF - Utility Customer Refunds)	\$146.97	0	0126241	522 DOUGLASS AVE
01/26/2024	319846	P	999000	AUREF - Utility Customer Refunds)	\$2.08	0	0126241	2836 MONARCH LN
01/26/2024	319847	P	999000	AUREF - Utility Customer Refunds)	\$55.59	0	0126241	4613 VILLAGE VIEW ST
01/26/2024	319848	P	999000	AUREF - Utility Customer Refunds)	\$239.83	0	0126241	2026 HOWELL AVE
01/26/2024	319849	P	999000	AUREF - Utility Customer Refunds)	\$15.00	0	0126241	401 VENTUS ST
01/26/2024	319850	P	999000	AUREF - Utility Customer Refunds)	\$3.26	0	0126241	1610 PLATT AVE
01/26/2024	319851	P	999000	AUREF - Utility Customer Refunds)	\$3.33	0	0126241	4644 COWLITZ BLVD
01/26/2024	319852	P	999000	AUREF - Utility Customer Refunds)	\$10.00	0	0126241	2597 SUNRAY AVE
01/26/2024	319853	P	999000	AUREF - Utility Customer Refunds)	\$30.40	0	0126241	2602 SUNRAY AVE
01/26/2024	319854	P	999000	AUREF - Utility Customer Refunds)	\$87.50	0	0126241	409 BENHAM ST A
01/26/2024	319855	P	999000	AUREF - Utility Customer Refunds)	\$37.16	0	0126241	303 GAGE BLVD 111
01/26/2024	319856	P	999000	AUREF - Utility Customer Refunds)	\$181.30	0	0126241	609 JEFFERSON ST

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/26/2024	319857	P	999000	AUREF - Utility Customer Refunds)	\$68.48	0	0126241	571 CAMY ST
01/26/2024	319858	P	999000	AUREF - Utility Customer Refunds)	\$134.40	0	0126241	4560 AVA WAY
01/26/2024	319859	P	999000	AUREF - Utility Customer Refunds)	\$39.50	0	0126241	1944 MAHAN AVE
01/26/2024	319860	P	999000	AUREF - Utility Customer Refunds)	\$208.07	0	0126241	2406 CONCORD ST
01/26/2024	319861	P	999000	AUREF - Utility Customer Refunds)	\$129.10	0	0126241	1537 FOXGLOVE AVE
01/26/2024	319862	P	999000	AUREF - Utility Customer Refunds)	\$189.61	0	0126241	2773 SAWGRASS LOOP
01/26/2024	319863	P	999000	AUREF - Utility Customer Refunds)	\$94.41	0	0126241	1009 FITCH ST
01/26/2024	319864	P	999000	AUREF - Utility Customer Refunds)	\$46.63	0	0126241	708 SYMONS ST
01/26/2024	319865	P	999000	AUREF - Utility Customer Refunds)	\$0.33	0	0126241	2513 DUPORTAIL ST Apt 221
01/26/2024	319866	P	999000	AUREF - Utility Customer Refunds)	\$2.10	0	0126241	2513 DUPORTAIL ST Apt 146
01/26/2024	319867	P	999000	AUREF - Utility Customer Refunds)	\$1.44	0	0126241	2513 DUPORTAIL ST Apt 202
01/26/2024	319868	P	999000	AUREF - Utility Customer Refunds)	\$1.23	0	0126241	2513 DUPORTAIL ST Apt 156
01/26/2024	319869	P	999000	AUREF - Utility Customer Refunds)	\$0.07	0	0126241	2513 DUPORTAIL ST Apt 340
01/26/2024	319870	P	999000	AUREF - Utility Customer Refunds)	\$1.28	0	0126241	2513 DUPORTAIL ST Apt 351
01/26/2024	319871	P	999000	AUREF - Utility Customer Refunds)	\$1.36	0	0126241	2513 DUPORTAIL ST Apt 353
01/26/2024	319872	P	999000	AUREF - Utility Customer Refunds)	\$1.37	0	0126241	2513 DUPORTAIL ST Apt 356
01/26/2024	319873	P	999000	AUREF - Utility Customer Refunds)	\$5.86	0	0126241	2279 COPPERLEAF ST
01/26/2024	319874	P	999000	AUREF - Utility Customer Refunds)	\$152.29	0	0126241	540 CARNER ST
01/26/2024	319875	P	999000	AUREF - Utility Customer Refunds)	\$275.41	0	0126241	2314 COPPERLEAF ST
01/26/2024	319876	P	999000	AUREF - Utility Customer Refunds)	\$172.78	0	0126241	3546 WATERFORD ST
01/26/2024	319877	P	999000	AUREF - Utility Customer Refunds)	\$36.60	0	0126241	423 BONITA ST
01/26/2024	319878	P	999000	AUREF - Utility Customer Refunds)	\$96.18	0	0126241	2894 SALK AVE Apt 348
01/26/2024	319879	P	999000	AUREF - Utility Customer Refunds)	\$375.86	0	0126241	2232 CAMAS AVE
01/26/2024	319880	P	999000	AUREF - Utility Customer Refunds)	\$113.53	0	0126241	3143 WILD CANYON WAY
01/26/2024	319881	P	999000	AUREF - Utility Customer Refunds)	\$39.77	0	0126241	4925 VILLAGE VIEW ST
01/26/2024	319882	P	999000	AUREF - Utility Customer Refunds)	\$122.75	0	0126241	2835 COPPERSTONE ST
01/26/2024	319883	P	999000	AUREF - Utility Customer Refunds)	\$7.27	0	0126241	519 CLERMONT DR
01/26/2024	319884	P	999000	AUREF - Utility Customer Refunds)	\$124.37	0	0126241	2710 LESLIE RD
01/26/2024	319885	P	999000	AUREF - Utility Customer Refunds)	\$162.05	0	0126241	1206 FUJI WAY
01/26/2024	319886	P	999000	AUREF - Utility Customer Refunds)	\$18.20	0	0126241	3003 QUEENSGATE DR Apt 243
01/26/2024	319887	P	999000	AUREF - Utility Customer Refunds)	\$5.48	0	0126241	3003 QUEENSGATE DR Apt 364
01/26/2024	319888	P	999000	AUREF - Utility Customer Refunds)	\$2.99	0	0126241	3003 QUEENSGATE DR Apt 370
01/26/2024	319889	P	999000	AUREF - Utility Customer Refunds)	\$412.22	0	0126241	219 WINDWOOD LN

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/26/2024	319890	P	999000	AUREF - Utility Customer Refunds)	\$340.56	0	0126241	464 ANTHONY DR
01/26/2024	319891	P	999000	AUREF - Utility Customer Refunds)	\$181.31	0	0126241	610 BIRCH AVE
01/26/2024	319892	P	999000	AUREF - Utility Customer Refunds)	\$137.26	0	0126241	246 INDIAN CT
01/26/2024	319893	P	999000	AUREF - Utility Customer Refunds)	\$40.05	0	0126241	1878 FOWLER ST 11
01/26/2024	319894	P	999000	AUREF - Utility Customer Refunds)	\$87.27	0	0126241	1484 CHARDONNAY DR
01/26/2024	319895	P	999000	AUREF - Utility Customer Refunds)	\$195.95	0	0126241	3088 BLUFFS DR
01/26/2024	319896	P	999000	AUREF - Utility Customer Refunds)	\$187.37	0	0126241	5037 SMITTY DR
01/26/2024	319897	P	999000	AUREF - Utility Customer Refunds)	\$39.42	0	0126241	1892 BIRCH AVE
01/26/2024	319898	P	999000	AUREF - Utility Customer Refunds)	\$278.81	0	0126241	3146 RIVER PARK DR
01/26/2024	319899	P	999000	AUREF - Utility Customer Refunds)	\$101.83	0	0126241	4402 PACE ST
01/26/2024	319900	P	999000	AUREF - Utility Customer Refunds)	\$85.08	0	0126241	227 UNIVERSITY DR Apt 125
01/26/2024	319901	P	999000	AUREF - Utility Customer Refunds)	\$10.62	0	0126241	414 SIERRA ST
01/26/2024	319902	P	999000	AUREF - Utility Customer Refunds)	\$58.44	0	0126241	2895 PAULING AVE Apt 335
01/26/2024	319903	P	999000	AUREF - Utility Customer Refunds)	\$455.05	0	0126241	1766 DULUTH ST
01/26/2024	319904	P	999000	AUREF - Utility Customer Refunds)	\$303.96	0	0126241	1432 ARBOR ST
01/26/2024	319905	P	999000	AUREF - Utility Customer Refunds)	\$223.21	0	0126241	2895 PAULING AVE Apt 155
01/26/2024	319906	P	999000	AUREF - Utility Customer Refunds)	\$2.99	0	0126241	2894 SALK AVE Apt 202
01/26/2024	319907	P	999000	AUREF - Utility Customer Refunds)	\$93.38	0	0126241	1305 HAINS AVE
01/26/2024	319908	P	999000	AUREF - Utility Customer Refunds)	\$4.67	0	0126241	2895 PAULING AVE Apt 229
01/26/2024	319909	P	999000	AUREF - Utility Customer Refunds)	\$404.35	0	0126241	250 GAGE BLVD 3016
01/26/2024	319910	P	999000	AUREF - Utility Customer Refunds)	\$4.25	0	0126241	2665 MAIDSTONE ST
01/26/2024	319911	P	999000	AUREF - Utility Customer Refunds)	\$700.20	0	0126241	1878 FOWLER ST 64
01/26/2024	319912	P	999000	AUREF - Utility Customer Refunds)	\$32.72	0	0126241	1612 PENNY LN
01/26/2024	319913	P	999000	AUREF - Utility Customer Refunds)	\$182.31	0	0126241	1407 MARSHALL AVE
01/26/2024	319914	P	999000	AUREF - Utility Customer Refunds)	\$294.18	0	0126241	1347 THAYER DR
01/26/2024	319915	P	999000	AUREF - Utility Customer Refunds)	\$83.14	0	0126241	1602 MCPHERSON AVE
01/26/2024	319916	P	999000	AUREF - Utility Customer Refunds)	\$139.02	0	0126241	519 CASCADE ST
01/26/2024	319917	P	999000	AUREF - Utility Customer Refunds)	\$12.29	0	0126241	407 PIPER ST
01/26/2024	319918	P	999000	AUREF - Utility Customer Refunds)	\$459.51	0	0126241	922 SNOW AVE
01/26/2024	319919	P	999000	AUREF - Utility Customer Refunds)	\$89.63	0	0126241	1309 GOETHALS DR D
01/26/2024	319920	P	999000	AUREF - Utility Customer Refunds)	\$238.78	0	0126241	612 JEFFERSON ST
01/26/2024	319921	P	999000	AUREF - Utility Customer Refunds)	\$0.20	0	0126241	3541 NOTTINGHAM DR
01/26/2024	319922	P	999000	AUREF - Utility Customer Refunds)	\$203.18	0	0126241	2895 PAULING AVE Apt 324

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/26/2024	319923	P	11079	AUTOZONE STORES LLC	\$199.98	0	0126241	FLEET SHOP TOOL CIRCUIT TESTER
01/26/2024	319924	P	10012	BENTON FRANKLIN COUNCIL OF GOVERNMENTS	\$1,985.29	0	0126241	TCRPFD EXPENSES 2019-2023
01/26/2024	319925	P	11778	DSD CAPITAL LLC	\$140.30	0	0126241	Pol Service-1032 University
01/26/2024	319926	P	10055	CITY OF PASCO	\$30,924.58	0	0126241	HOME DPA 4TH QUARTER REIMBURSE
01/26/2024	319927	P	10261	CITY OF RICHLAND	\$19,058.03	0	0126241	LANDFILL CHARGES - DEC 2023 PA
01/26/2024	319928	P	999015	CITY OF RICHLAND HYDRANTS	\$63.15	0	0126241	DJ'S ELECTRIC HYDRANT METER RE
01/26/2024	319929	P	999015	CITY OF RICHLAND HYDRANTS	\$30.00	0	0126241	LAMB WESTON HYDRANT METER REFU
01/26/2024	319930	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$1,943.56	0	0126241	Stock Tape
01/26/2024	319931	P	11526	CORWIN OF PASCO LLC	\$953.97	0	0126241	BOLT FOR BRAKES VEH#2446 WO#72
01/26/2024	319932	P	30163	JASON CROUCH	\$98.25	0	0126241	24-006 CROUCH BOMB SQUAD COMMA
01/26/2024	319933	P	31664	DJ'S ELECTRICAL INC	\$1,400.90	0	0126241	HYDRANT METER REFUND #358
01/26/2024	319934	P	10484	DNV GL NOBLE DENTON USA LLC	\$2,500.00	0	0126241	DNV, Synergi Electric On-line
01/26/2024	319935	P	31170	HIS DIME, LLC	\$223.23	0	0126241	DECALS VEH#4188 WO#72138
01/26/2024	319936	P	10315	FERGUSON US HOLDINGS INC	\$33.89	0	0126241	RPD FIRING RANGE - PLUMBING SU
01/26/2024	319937	P	31421	GARY A TUCCI	\$1,512.00	0	0126241	December 2023 BPA Pass through
01/26/2024	319938	P	10011	BENTON FRANKLIN WALLA WALLA GOOD ROADS AND	\$250.00	0	0126241	2024 Membership Dues - Pete Ro
01/26/2024	319939	P	10203	W.W. GRAINGER, INC	\$412.62	0	0126241	STOCK - HAND TORCH
01/26/2024	319940	P	31962	HUMMEL CONSTRUCTION	\$1,441.10	0	0126241	HYDRANT METER REFUND #339
01/26/2024	319941	P	32323	JAMMIES ENVIRONMENTAL INC	\$1,461.50	0	0126241	HYDRANT METER REFUND #334
01/26/2024	319942	P	11667	KENWORTH SALES COMPANY	\$204.22	0	0126241	FILTERS VEH#3366 WO#71800
01/26/2024	319943	P	31361	LAMB WESTON	\$1,440.00	0	0126241	HYDRANT METER REFUND #348
01/26/2024	319944	P	10827	LAW ENFORCEMENT INFORMATION AND	\$150.00	0	0126241	BWC TRAINING REGISTRATION CRUZ
01/26/2024	319945	P	10827	LAW ENFORCEMENT INFORMATION AND	\$300.00	0	0126241	BWC TRAINING REGISTRATION MASO
01/26/2024	319946	P	10298	LN CURTIS & SONS	\$1,376.02	0	0126241	ENGINE 5062 & ENGINE 5063 EQUI
01/26/2024	319947	P	32386	MARTIN CONSTRUCTION RESOURCE	\$1,459.80	0	0126241	HYDRANT METER REFUND #325
01/26/2024	319948	P	11059	MCBRIDE HEREFORD RANCHES INC	\$6,300.71	0	0126241	2024 GOLGOTHA SUBLEASE
01/26/2024	319949	P	10093	MCCURLEY INTEGRITY DEALERSHIPS, LLC	\$243.16	0	0126241	BATTERY LUGS VEH#3398 WO#72010
01/26/2024	319950	P	10544	MID COLUMBIA COMM FORESTRY COUNCIL	\$750.00	0	0126241	MCC FORESTRY COUNCIL ANNUAL DU
01/26/2024	319951	P	11835	MILLER PAINT COMPANY INC	\$300.51	0	0126241	SHOPS 100 - WATER DEPT - PAINT
01/26/2024	319952	P	10358	MOON SECURITY SERVICES INC	\$821.19	0	0126241	RPD STORAGE - DMP FIRE CELL JA
01/26/2024	319953	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$1,628.15	0	0126241	ICE BLADE 22-IN TRICO FOR WW V
01/26/2024	319954	P	12371	NORTHEAST ELECTRIC	\$1,466.60	0	0126241	HYDRANT METER REFUND #322

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/26/2024	319955	P	32250	ODP BUSINESS SOLUTIONS LLC	\$62.96	0	0126241	S. Hanks Business Cards
01/26/2024	319956	P	12460	OFFICE DEPOT LLC	\$30.37	0	0126241	Business Cards Doug Ricard
01/26/2024	319957	P	11132	WALLA WATER INC	\$233.71	0	0126241	2024 City-Wide Overhead Roll U
01/26/2024	319958	P	10357	OXARC INC	\$114.80	0	0126241	Nitrogen
01/26/2024	319959	P	31206	CI - PW LLC	\$15.21	0	0126241	Water Landfill Jan 1/16/24
01/26/2024	319960	P	32123	TRI-CITIES SELF STORAGE LLC	\$225.00	0	0126241	Fitness Court Storage-Feb 2024
01/26/2024	319961	P	10488	SAN DIEGO POLICE EQUIPMENT CO	\$2,497.93	0	0126241	SWAT AMMO
01/26/2024	319962	P	32215	DE HICKS	\$21,375.00	0	0126241	SCHOOL OF LEADERSHIP TRAINING
01/26/2024	319963	P	10397	STATE OF WASHINGTON	\$43,611.33	0	0126241	2024 WDLIC ANNUAL BILLING
01/26/2024	319964	P	10334	SIRCHIE ACQUISITION COMPANY LLC	\$650.00	0	0126241	VIRTUAL FORENSICS INVESTIGATIO
01/26/2024	319965	P	30027	FIRST RESPONDER OUTFITTERS INC	\$1,009.28	0	0126241	Jumpsuit
01/26/2024	319966	P	10536	SPRAGUE PEST SOLUTIONS	\$127.61	0	0126241	STATION 71 - PEST CONTROL
01/26/2024	319967	P	10961	TACOMA SCREW PRODUCTS INC	\$18.73	0	0126241	AIR BRAKE FITTING VEH#3335 WO#
01/26/2024	319968	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$72.21	0	0126241	TIRE CHANGE VEH#3363 WO#72121
01/26/2024	319969	P	30047	HOME DEPOT USA	\$999.78	0	0126241	JANITORIAL CHEMICALS
01/26/2024	319970	P	10027	THE PAPE' GROUP	\$3,017.18	0	0126241	EQUIP RENTAL - JAMES LAWLESS P
01/26/2024	319971	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$57.28	0	0126241	BATTERY LUGS VEH#3398 WO#72010
01/26/2024	319972	P	10603	TRI CITY LUMBER CO	\$1,809.35	0	0126241	SHOPS 100 - CARPENTRY
01/26/2024	319973	P	10106	US LINEN & UNIFORM	\$26.85	0	0126241	RPD TOWEL DELIVERY
01/26/2024	319974	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$836.90	0	0126241	HEATER HOSE, WATER VALVE, FREQ
01/31/2024	319975	P	10838	GRIGG ENTERPRISES INC	\$139.26	0	0131241	GLOVES/ICE MELT
01/31/2024	319976	P	31632	ADCOMM ENGINEERING LLC	\$12,483.82	0	0131241	RED MOUNTAIN SITE ENGINEERING
01/31/2024	319977	P	11197	LUCAS M MILLER	\$2,243.43	0	0131241	Annual RR Crossing Inspection
01/31/2024	319978	P	11323	BRYAN L CHRISTENSEN	\$1,500.00	0	0131241	113 Spengler - Alzheimer - Win
01/31/2024	319979	P	11128	ALLDATA LLC	\$1,630.50	0	0131241	ALLDATA ANNUAL SUBSCRIPTION RE
01/31/2024	319980	P	11213	ALTEC INDUSTRIES INC	\$1,406.07	0	0131241	BOOM ISSUE - SWITCH VEH#3365 W
01/31/2024	319981	P	999004	AMB REFUND	\$714.59	0	0131241	AMBULANCE REFUND - PATIENT OVE
01/31/2024	319982	P	999004	AMB REFUND	\$785.68	0	0131241	AMBULANCE REFUND - INSURANCE O
01/31/2024	319983	P	999004	AMB REFUND	\$731.68	0	0131241	AMBULANCE REFUND - PATIENT OVE
01/31/2024	319984	P	11402	ANDERSON HEIGHTS DEVELOPMENT LLC	\$1,250.51	0	0131241	Street Latecomer Reimbursement
01/31/2024	319985	P	11079	AUTOZONE STORES LLC	\$472.24	0	0131241	TIE ROD END VEH#1207 WO#72137
01/31/2024	319986	P	10713	BENTON FRANKLIN COMMUNITY ACTION COMMITTEE	\$37,508.24	0	0131241	5 LIECP WX Program Application
01/31/2024	319987	P	10008	BENTON PUD	\$1,384.89	0	0131241	Adult first Aid CPR AED Certi

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/31/2024	319988	P	10923	BIG D'S CONSTRUCTION OF TRI CITIES LLC	\$542,300.89	0	0131241	Badger MTN Park - N Parking Lo
01/31/2024	319989	P	10546	BOUND TREE MEDICAL LLC	\$1,026.32	0	0131241	LORAZEPAM
01/31/2024	319990	P	11272	BOYD'S TREE SERVICE LLC	\$11,116.02	0	0131241	2023 City-wide Tree Services
01/31/2024	319991	P	11223	BROADCAST MUSIC INC	\$866.00	0	0131241	01-JAN-2024 EST. FEE 1/1/24-12
01/31/2024	319992	P	31841	CAMPBELL & COMPANY SERVICE CORPORATION	\$1,200.00	0	0131241	1032 Sanford - Reed - DHP Reba
01/31/2024	319993	P	11685	CARDINAL HEALTH 130, LLC	\$708.62	0	0131241	SALINE, ADRENALIN
01/31/2024	319994	P	11224	CASCADE DIVE COMPANY	\$7,345.80	0	0131241	CDC job# 1873-24
01/31/2024	319995	P	10026	CASCADE NATURAL GAS CORP	\$2,383.61	0	0131241	RPD NATURAL GAS USAGE THRU 1/1
01/31/2024	319996	P	10123	CASCADE TITLE COMPANY	\$52,003.49	0	0131241	590 Gage Blvd ROW - Gage/Lesli
01/31/2024	319997	P	30116	CHRISTENSEN INC	\$4,513.33	0	0131241	FLEET DEF BULK, LUBE OILS
01/31/2024	319998	P	10072	CITY OF KENNEWICK	\$7,849.87	0	0131241	HOME DPA 4TH QUARTER REIMBURSE
01/31/2024	319999	P	10261	CITY OF RICHLAND	\$345.00	0	0131241	24-002 LIGHTFOOT ALA LIB LEARN
01/31/2024	320000	P	10261	CITY OF RICHLAND	\$9,000.00	0	0131241	1304 Swift - Thurman - HP Reba
01/31/2024	320001	P	31990	CLEARWATER CONSTRUCTION & MANAGEMENT LLC	\$260,738.44	0	0131241	WWTP Aeration Basin Retrofit P
01/31/2024	320002	P	10030	COLE INDUSTRIAL INC	\$7,227.27	0	0131241	2023 BOILER MAINTENANCE & REPA
01/31/2024	320003	P	11516	COLEMAN OIL COMPANY	\$17,632.67	0	0131241	WEEKLY FUEL CARD 01/22 - 1/28
01/31/2024	320004	P	999014	CONSERVATION REBATES	\$9,660.00	0	0131241	2995 Einstein - Knowledge Lrng
01/31/2024	320005	P	31848	CONSISTENT CARE SERVICES SPC PS	\$11,506.47	0	0131241	RES. NAV. - REF CONTRACT 113-2
01/31/2024	320006	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$6,338.56	0	0131241	HANDY BOX, BUSHING, MISC.
01/31/2024	320007	P	12494	CONSOR NORTH AMERICA INC	\$10,024.52	0	0131241	WWTF AERATION BASIN #2 RETROFI
01/31/2024	320008	P	11526	CORWIN OF PASCO LLC	\$1,473.41	0	0131241	FILTERS VEH#2551 WO#72185
01/31/2024	320009	P	11881	TARGETSOLUTIONS LEARNING, LLC	\$9,828.21	0	0131241	TARGET SOLUTIONS - FIRE PERSON
01/31/2024	320010	P	10453	DELTA HEATING & COOLING INC	\$1,000.00	0	0131241	2312 Hood #101 - Mawr - HP Reb
01/31/2024	320011	P	10950	DREAM BUILDERS LLC	\$1,042.09	0	0131241	Street Latecomer Reimbursement
01/31/2024	320012	P	32219	ENERGY PRO INSULATION INC	\$71,022.00	0	0131241	1845 Mahan - Olsen - Ins Rebat
01/31/2024	320013	P	10821	ENVIRO-CLEAN EQUIPMENT INC	\$1,099.82	0	0131241	AIR MANIFOLD KIT VEH#3338 WO#7
01/31/2024	320014	P	999017	EV CHARGING STATION REBATE	\$300.00	0	0131241	1720 Hunt - Qafoku - EV Charge
01/31/2024	320015	P	31170	HIS DIME, LLC	\$65.17	0	0131241	DECALS VEH#5063 WO#72248
01/31/2024	320016	P	10508	FASTENAL COMPANY	\$186.79	0	0131241	FIRE EXT, 1ST AID KIT, BLD BRN
01/31/2024	320017	P	11264	FINANCIAL CONSULTING SOLUTIONS GROUP INC.	\$2,791.25	0	0131241	Water and Irrigation Rate Upda
01/31/2024	320018	P	30378	FORTUNATO INC	\$1,042.09	0	0131241	Street Latecomer Reimbursement
01/31/2024	320019	P	10657	FRONTIER TITLE & ESCROW COMPANY	\$1,517.50	0	0131241	Lien Recording Fees

Accounts Payable Checks

1/1/2024 - 1/31/2024

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/31/2024	320020	P	10050	GENERAL PACIFIC INC	\$6,429.61	0	0131241	Connectors Stock
01/31/2024	320021	P	30035	GN NORTHERN INC	\$2,785.48	0	0131241	Material Testing & Comp Testin
01/31/2024	320022	P	10046	HD FOWLER CO	\$803.79	0	0131241	4- COUP JNT PCK/BRASS BSH/11/2
01/31/2024	320023	P	10294	HORIZON DISTRIBUTION INC	\$1,187.48	0	0131241	HORIZON
01/31/2024	320024	P	12200	HUGHES FIRE EQUIPMENT, INC	\$2,021.42	0	0131241	VALVE, DRAIN VEH#5055 WO#71978
01/31/2024	320025	P	31577	HURRICANE BUTTERFLY LAW ENFORCEMENT LLC	\$3,776.40	0	0131241	SWAT EXPENDABLE MUNITIONS
01/31/2024	320026	P	30005	INTERWEST TECHNOLOGY SYSTEMS INC	\$4,786.67	0	0131241	RPD Evidence Storage Security
01/31/2024	320027	P	10290	JIM'S PACIFIC GARAGES INC	\$205.37	0	0131241	GLADHAND SEAL VEH#4122 WO#7220
01/31/2024	320028	P	31623	KELLER ASSOCIATES INC	\$2,215.00	0	0131241	TAPTEAL BOOSTER PUMP STATION &
01/31/2024	320029	P	31660	KELLEY CREATE CO	\$34.62	0	0131241	Xerox Usage Charges Shops 100
01/31/2024	320030	P	31660	KELLEY CREATE CO	\$98.52	0	0131241	JAN COLOR COPIER CHARGES FOR P
01/31/2024	320031	P	31660	KELLEY CREATE CO	\$108.46	0	0131241	STA 73 PRINTER JAN 2024
01/31/2024	320032	P	11667	KENWORTH SALES COMPANY	\$5,876.47	0	0131241	FILTER VEH#5055 WO#71987
01/31/2024	320033	P	11146	4 FETROWS LLC	\$307.63	0	0131241	HEADSHOT - COMMANDER MASON
01/31/2024	320034	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$553.19	0	0131241	ALIGNMENT, TIE ROD END, VEH#12
01/31/2024	320035	P	10219	LES SCHWAB TIRE CENTERS OF WASHINGTON INC	\$249.98	0	0131241	ALIGNMENT VEH#2467 WO#72197
01/31/2024	320036	P	10262	LIFE ASSIST INC	\$1,692.31	0	0131241	MEDICAL SUPPLIES
01/31/2024	320037	P	30761	LIGHTFOOT, GAVIN	\$68.42	0	0131241	24-002 LIGHTFOOT ALA LIB LEARN
01/31/2024	320038	P	32372	MCARTHUR FARM SUPPLY	\$6,826.36	0	0131241	BULK SALT WWTF AND WTP DEL 01-
01/31/2024	320039	P	31689	McCULLOUGH HILL LEARY P.S.	\$3,036.00	0	0131241	RE: 70546-001 CITY OF RICHLAND
01/31/2024	320040	P	30799	MEDLINE INDUSTRIES INC.	\$546.38	0	0131241	BP CUFFS
01/31/2024	320041	P	10358	MOON SECURITY SERVICES INC	\$237.89	0	0131241	RPD RANGE ALARM MONITORING FEB
01/31/2024	320042	P	10024	MOTION INDUSTRIES INC	\$3,923.51	0	0131241	Lubricant Stock
01/31/2024	320043	P	31674	P&F AUTOMOTIVE WAREHOUSE INC	\$2,484.49	0	0131241	STA 73 - OIL DRY
01/31/2024	320044	P	31135	NORTHWEST RIVERPARTNERS	\$34,230.00	0	0131241	2024 Dues and "Our Power is Wa
01/31/2024	320045	P	32389	NORTHWEST MOBILE FLAGGING ACADEMY LLC	\$934.00	0	0131241	Flagger Certification Classes
01/31/2024	320046	P	32250	ODP BUSINESS SOLUTIONS LLC	\$30.37	0	0131241	BUSINESS CARDS - SKRAMER
01/31/2024	320047	P	11561	ON SCENE MEDICAL SERVICES, P.C.	\$6,238.00	0	0131241	ANNUAL RESPIRATORY QUESTIONNAI
01/31/2024	320048	P	11132	WALLA WATER INC	\$1,833.43	0	0131241	FIRE STATION 72 PHOTO EYES REP
01/31/2024	320049	P	10357	OXARC INC	\$285.47	0	0131241	MEDICAL OXYGEN
01/31/2024	320050	P	31673	ALBERT J ABREU	\$617.00	0	0131241	DIELECTRIC TESTING VEH#3334 WO
01/31/2024	320051	P	12375	PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC	\$2,334.29	0	0131241	Street Latecomer Reimbursement

Accounts Payable Checks

1/1/2024 - 1/31/2024

CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/31/2024	320052	P	10971	PARAMOUNT COMMUNICATIONS INC	\$279.60	0	0131241	Library Comms Cable Install, C
01/31/2024	320053	P	10522	PBS ENGINEERING AND ENVIRONMENTAL INC	\$4,849.50	0	0131241	Richland Safe Routes to School
01/31/2024	320054	P	12238	REXEL USA, INC	\$103.43	0	0131241	5-CONNECTORS/1- 1 GAL OIL NUCL
01/31/2024	320055	P	10074	PORT OF BENTON	\$1,100.00	0	0131241	IRRIGATION ASSESSMENT HR DOCK
01/31/2024	320056	P	10102	PASCO RANCH AND HOME INC	\$445.66	0	0131241	EMERICK - WILDLAND BOOTS
01/31/2024	320057	P	10047	R.D. OFFUTT COMPANY	\$763.41	0	0131241	FILTER KIT VEH#6634 WO#72206
01/31/2024	320058	P	30484	RICHLAND 132, LLC	\$3,053.33	0	0131241	Street Latecomer Reimbursement
01/31/2024	320059	P	12318	RINGOLD EMBROIDERY	\$208.60	0	0131241	12 BEANIES, LS SHIRTS NICOARA,
01/31/2024	320060	P	11076	RIO FOLTZ PLLC	\$39,555.00	0	0131241	PROSECUTION SERVICES FOR FEBRU
01/31/2024	320061	P	10647	RIVER CITY TOWING INC	\$48.92	0	0131241	RPD TOW CHARGE
01/31/2024	320062	P	30491	BRENDA J RODGERS	\$250.00	0	0131241	RODGERS - REIMB ACLS & PALS
01/31/2024	320063	P	11488	RWC INTERNATIONAL LTD	\$139.29	0	0131241	TRANSMITTER SENSOR VEH#3294 WO
01/31/2024	320064	P	31429	RYN BUILT HOMES LLC	\$2,512.62	0	0131241	Street Latecomer Reimbursement
01/31/2024	320065	P	32055	SALT DISTRIBUTORS INC	\$25,140.93	0	0131241	SALT
01/31/2024	320066	P	32277	SIENA HILLS DEVELOPMENT LLC	\$1,525.62	0	0131241	Street Latecomer Reimbursement
01/31/2024	320067	P	10517	SIERRA ELECTRIC INC	\$14,982.79	0	0131241	TRAFFIC SIGNAL SYSTEMIC SAFETY
01/31/2024	320068	P	31869	KRISTI SMITH	\$1,361.00	0	0131241	JANUARY 2024 FIREFIGHTERS SEC
01/31/2024	320069	P	10253	SMITH INSULATION INC	\$1,968.00	0	0131241	1515 Perkins - Schmidt - Ins R
01/31/2024	320070	P	10649	SNAP ON INCORPORATED	\$141.36	0	0131241	FLEET SHOP TOOLS - FILTER WREN
01/31/2024	320071	P	10921	SOFTCHOICE CORPORATION	\$1,687.33	0	0131241	PAESSLER SOFTWARE MAINT FOR PR
01/31/2024	320072	P	10440	SOLID WASTE SYSTEMS INC	\$2,506.66	0	0131241	PANEL SWITCH VEH#3359 WO#71962
01/31/2024	320073	P	30905	SPECTRIO LLC	\$1,363.10	0	0131241	SR-477 Spectrio Engage DSX Sub
01/31/2024	320074	P	12430	SYSTEMS DESIGN WEST LLC	\$8,422.14	0	0131241	DEC 2023 - EMS BILLING
01/31/2024	320075	P	11725	T-MOBILE USA INC	\$125.00	0	0131241	GPS LOCATE 24-001158
01/31/2024	320076	P	10961	TACOMA SCREW PRODUCTS INC	\$224.90	0	0131241	TORQUE MARKER VEH#3338 WO#7213
01/31/2024	320077	P	31735	MARQUES HARRER	\$4,215.85	0	0131241	FOSTER - HEM PANTS
01/31/2024	320078	VOID	30813	CLOUDBURST CONSULTING GROUP INC	\$0.00	4591	0131241	VOID AFTER UPDATE 01/31/2024
01/31/2024	320079	P	31051	THE GOODYEAR TIRE & RUBBER COMPANY	\$4,828.33	0	0131241	FLAT REPAIR VEH#7164 WO#72196
01/31/2024	320080	P	30047	HOME DEPOT USA	\$682.98	0	0131241	Stock
01/31/2024	320081	P	31785	KENNEWICK PUBLIC FACILITIES DISTRICT	\$22,703.92	0	0131241	2024 EMPLOYEE HUDDLE FACILITY
01/31/2024	320082	P	10395	TOTAL ENERGY MANAGEMENT INC	\$14,997.81	0	0131241	1304 Swift - Thurman - HP Loan
01/31/2024	320083	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$3,288.32	0	0131241	Materials for poor condition s
01/31/2024	320084	P	10187	TRANS UNION LLC	\$70.66	0	0131241	Credit Reporting Basic Service

Accounts Payable Checks

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CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
01/31/2024	320085	P	10861	TRICOMP INC	\$850.00	0	0131241	IDF Monthly Ad E-News
01/31/2024	320086	P	11175	TYNDALE ENTERPRISES INC	\$3,940.52	0	0131241	2024 FR CLOTHING PER SEATTLE C
01/31/2024	320087	P	10302	UNIVAR SOLUTIONS USA INC	\$1,038.30	0	0131241	1592 LB-SOD HYPO 12.5% LIQUICH
01/31/2024	320088	P	10106	US LINEN & UNIFORM	\$554.63	0	0131241	RPD TOWEL DELIVERY
01/31/2024	320089	P	10860	VERIZON COMMUNICATIONS INC	\$21,223.78	0	0131241	Verizon Wireless NASPO - Janua
01/31/2024	320090	P	11311	MARK BAUDER	\$4,939.52	0	0131241	Street Latecomer Reimbursement
01/31/2024	320091	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$1,610.99	0	0131241	7500 HR PM SERVICE VEH#7162 WO
01/31/2024	320092	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$1,417.33	0	0131241	WINDOW REGULATOR VEH#3315 WO#7
01/31/2024	320093	P	32248	WORLEY GROUP INC	\$12,722.50	0	0131241	USACE - Storm Flow Analysis -
01/31/2024	320094	P	10194	XEROX CORPORATION	\$858.65	0	0131241	8TB-338163 & Base Charge for J
01/31/2024	320095	P	12483	ZOLL MEDICAL SUPPLY	\$466.07	0	0131241	BITRAC ED MASK W/ STANDARD HEA
01/31/2024	320096	P	32390	ZOOBEAN INC	\$1,795.00	0	0131241	BEANSTACK PLUS SUBSCRIPTION -
					\$12,726,792.77	\$5,699.14		

Accounts Payable Wires 1/1/2024 - 1/31/2024

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
01/02/2024	9876	4,088.45	PAYMENT PROCESSING INC	LANDFILL MERCHANT SERVICES FEE	W
01/02/2024	9877	144.21	BANK OF AMERICA	LIBRARY MERCHANT SERVICE FEES	W
01/02/2024	9878	211.30	PAYMENT PROCESSING INC	MUNIS MERCHANT SERVICES FEES	W
01/03/2024	9879	169,413.65	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 12/25-12/31/23	W
01/03/2024	9880	91,691.90	CORVEL CORPORATION	Dec 2023 Claims	W
01/03/2024	9881	338.00	UNIFYHR LLC	December 2023 Admin Fee	W
01/03/2024	9882	3,578.21	UNIFYHR LLC	FSA DEDUCTION ON 01-03-2024	W
01/03/2024	9883	1,685.93	UNIFYHR LLC	FSA DEDUCTION ON 01-03-2024	W
01/03/2024	9884	2,400,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
01/09/2024	9885	190,243.93	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/1-1/7/24	W
01/09/2024	9886	550.00	CORVEL CORPORATION	December 2023 Admin Fee	W
01/08/2024	9887	1,526.00	WASHINGTON STATE TREASURER	State Share of CPL	W
01/08/2024	9888	1,000,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
01/09/2024	9889	7,554.81	UNIFYHR LLC	deduction on 1/9/24	W
01/09/2024	9890	464.40	UNIFYHR LLC	FSA deduction on 1/9/24	W
01/09/2024	9891	1,230.00	WASHINGTON STATE TREASURER	Employee Driving Extracts	W
01/10/2024	9892	500,000.00	LGIP LOCAL GOVERNMENT INVESTMENT POOL	PURCHASE LGIP #1920	W
01/10/2024	9893	111,778.77	RICHLAND GOLF MANAGEMENT CORPORATION	Operating Reimbursement - 1223	W
01/11/2024	9894	75,000.00	THE REACH	Transfer PFD debt service to o	W
01/11/2024	9895	50,000.00	BONNEVILLE POWER ADMINISTRATION	23tp-13083 Preliminary enginee	W
01/29/2024	9896	3,172,158.00	WASHINGTON CITIES INSURANCE AUTHORITY	2024 WCIA INSURANCE ASSESSMENT	W
01/17/2024	9897	5,382.67	UNIFYHR LLC	deduction on 1/17/24	W
01/17/2024	9898	175.14	UNIFYHR LLC	FSA deduction on 1/17/24	W
01/17/2024	9899	84,070.33	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/8-1/14/24	W
01/17/2024	9900	393.75	A.W. REHN & ASSOCIATES INC	December 2023 Admin Fees	W
01/19/2024	9901	171,757.57	BANK OF AMERICA	DECEMBER 2023 PCARD	W
01/22/2024	9902	75.00	WASHINGTON STATE TREASURER	Employee Driving Extracts	W
01/25/2024	9903	370,623.56	WA STATE DEPARTMENT OF REVENUE	COMBINED EXCISE TAX DECEMBER 2	W
01/23/2024	9904	38,260.45	PAYMENTUS CORPORATION	MERCHANT SERVICE FEES	W

Accounts Payable Wires 1/1/2024 - 1/31/2024

DATE	WIRE #	WIRE AMT	EMP VENDOR NAME	PURPOSE	WIRE ACH
01/23/2024	9905	4,875.06	UNIFYHR LLC	FSA deduction on 1/23/24	W
01/23/2024	9906	2,810.44	UNIFYHR LLC	deduction on 1/23/24	W
01/24/2024	9907	81,198.83	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/14-1/21/24	W
01/24/2024	9908	140,693.40	LAW ENFORCEMENT OFFICERS AND FIREFIGHTERS	Feb 2024 Premium	W
01/24/2024	9909	69,455.81	QBE INSURANCE CORPORATION	January 2023 Stop Loss Premium	W
01/24/2024	9910	20,850.18	CIGNA HEALTH AND LIFE INSURANCE COMPANY	January 2024 Admin Fees	W
01/24/2024	9911	15,927.50	SUN LIFE ASSURANCE COMPANY OF CANADA	January 2024 Premium	W
01/24/2024	9912	59,404.12	RXBENEFITS INC	RX Claims 1/1-1/15/24	W
01/24/2024	9913	9,074.94	VISION SERVICE PLAN (WA)	Monthly Invoice Jan-24	W
01/30/2024	9914	2,851,839.00	BONNEVILLE POWER ADMINISTRATION	DEC23-PAT01-10089	W
01/31/2024	9915	138,937.59	CIGNA HEALTH AND LIFE INSURANCE COMPANY	Medical Claims 1/22-1/29/24	W
01/31/2024	9916	674.50	UNIFYHR LLC	January 2024 Admin Fees/2024 A	W
01/31/2024	9917	750.00	4MYBENEFITS, INC	Mapping Services	W
01/30/2024	9919	4,234.48	UNIFYHR LLC	FSA DEDUCTION ON 01-30-2024	W
01/30/2024	9920	8,278.68	UNIFYHR LLC	FSA DEDUCTIONS ON 01-30-2024	W
TOTAL WIRE		\$11,861,400.56			

Payroll Wires and ACH 1/1/2024 thru 1/31/2024

Effective Date	WIRE/ACH	VENDOR	PAYEE	AMOUNT	comment
01/04/2024	13779	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$233.44	
01/04/2024	13780	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$345,025.19	
01/04/2024	13781	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$240,795.27	
01/04/2024	13782	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$24,905.71	
01/04/2024	13783	10573	A.W. REHN & ASSOCIATES INC	\$26,250.00	
01/04/2024	13784	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$9,268.25	
01/04/2024	13785	10696	UNITED STATES TREASURY	\$497,327.86	
01/04/2024	13786	10698	RICHLAND POLICE GUILD	\$7,684.00	
01/04/2024	13787	10699	IUOE LOCAL #280	\$6,378.25	
01/04/2024	13788	10700	INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS	\$4,806.37	
01/04/2024	13789	10702	DIVISION OF CHILD SUPPORT	\$2,541.97	
01/04/2024	13790	10736	CITY OF RICHLAND	\$8,007.97	
01/04/2024	13791	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$820.82	
01/04/2024	13792	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$510,047.18	
01/04/2024	13793	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,884.22	
01/04/2024	13794	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$62,332.66	
01/04/2024	13795	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,534.88	
01/04/2024	13796	10787	CITY OF RICHLAND CIGNA LIFE	\$5,765.76	
01/04/2024	13797	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$1,699.02	
01/04/2024	13798	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$1,233.96	
01/04/2024	13799	10790	CITY OF RICHLAND CIGNA DEPENDENT L	\$158.80	
01/04/2024	13800	10791	CITY OF RICHLAND ER POST RETIREMENT	\$44,064.00	
01/04/2024	13801	10792	CITY OF RICHLAND ER MEDICAL INS PR	\$17,136.00	
01/04/2024	13802	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$39,209.63	
01/04/2024	13803	31409	NATIONWIDE	\$82.50	
01/04/2024	13804	53342	PROVIDENT LIFE	\$4,231.86	
01/04/2024	13805	53343	SUN LIFE OPTIONAL LIFE INS	\$7.80	
			EFFECTIVE DATE TOTAL	\$1,866,433.37	
01/18/2024	13806	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$165.77	
01/18/2024	13807	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$338,189.83	
01/18/2024	13808	10348	INTERNATIONAL CITY MANAGEMENT ASSOCIATION	\$350,663.02	
01/18/2024	13809	10460	STATE OF WASHINGTON EMPLOYMENT SECURITY DEPT	\$25,066.73	
01/18/2024	13810	10573	A.W. REHN & ASSOCIATES INC	\$187.50	
01/18/2024	13811	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$9,297.34	
01/18/2024	13812	10696	UNITED STATES TREASURY	\$461,726.42	

01/18/2024	13813	10702	DIVISION OF CHILD SUPPORT	\$2,541.97	
01/18/2024	13814	10736	CITY OF RICHLAND	\$8,019.64	
01/18/2024	13815	16364	IAFF WSCFF EE MEDICAL TRUST	\$10,875.00	
01/18/2024	13816	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,237.49	
01/18/2024	13817	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$450,520.29	
01/18/2024	13818	10784	CITY OF RICHLAND UNEMPLOYMENT	\$2,896.59	
01/18/2024	13819	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$91,667.22	
01/18/2024	13820	10786	CITY OF RICHLAND CIGNA DISABILITY	\$3,558.67	
01/18/2024	13821	10787	CITY OF RICHLAND CIGNA LIFE	\$21.56	
01/18/2024	13822	10789	CITY OF RICHLAND CIGNA BASIC AD&D	\$4.63	
01/18/2024	13823	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$38,991.03	
01/18/2024	13824	51267	HRA VERA	\$3,750.00	
01/18/2024	13825	31408	CONTINENTAL AMERICAN INSURANCE COMPANY	\$5,206.62	
01/18/2024	13826	31409	NATIONWIDE	\$1,353.27	
01/18/2024	13827	31410	ARAG	\$654.25	
01/18/2024	13828	31411	ALLSTATE	\$729.00	
01/18/2024	13829	53342	PROVIDENT LIFE	\$4,248.47	
01/18/2024	13830	53343	SUN LIFE OPTIONAL LIFE INS	\$7,875.00	
			EFFECTIVE DATE TOTAL	\$1,819,447.31	
01/31/2024	13831	10696	UNITED STATES TREASURY	\$957.78	
			EFFECTIVE DATE TOTAL	\$957.78	
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$3,686,838.46	

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	217917		0		\$ 2,367.97	0
PAYROLL - 2024-01-04	1/4/2024	217918		0		\$ 2,148.34	0
PAYROLL - 2024-01-04	1/4/2024	217919		0		\$ 1,299.12	0
PAYROLL - 2024-01-04	1/4/2024	217920		0		\$ 1,677.69	0
PAYROLL - 2024-01-04	1/4/2024	217921		0		\$ 2,175.57	0
PAYROLL - 2024-01-04	1/4/2024	217922		0		\$ 4,723.18	0
PAYROLL - 2024-01-04	1/4/2024	217923		0		\$ 1,667.66	0
PAYROLL - 2024-01-04	1/4/2024	217924		0		\$ 2,124.63	0
PAYROLL - 2024-01-04	1/4/2024	217925		0		\$ 426.24	0
PAYROLL - 2024-01-04	1/4/2024	217926		0		\$ 1,743.93	0
PAYROLL - 2024-01-04	1/4/2024	217927		0		\$ 2,284.39	0
PAYROLL - 2024-01-04	1/4/2024	217928		0		\$ 2,909.08	0
PAYROLL - 2024-01-04	1/4/2024	217929		0		\$ 2,780.32	0
PAYROLL - 2024-01-04	1/4/2024	217930		0		\$ 5,017.93	0
PAYROLL - 2024-01-04	1/4/2024	217931		0		\$ 6,481.85	0
PAYROLL - 2024-01-04	1/4/2024	217932		0		\$ 4,903.84	0
PAYROLL - 2024-01-04	1/4/2024	217933		0		\$ 1,942.89	0
PAYROLL - 2024-01-04	1/4/2024	217934		0		\$ 1,968.18	0
PAYROLL - 2024-01-04	1/4/2024	217935		0		\$ 1,174.04	0
PAYROLL - 2024-01-04	1/4/2024	217936		0		\$ 1,595.23	0
PAYROLL - 2024-01-04	1/4/2024	217937		0		\$ 1,883.53	0
PAYROLL - 2024-01-04	1/4/2024	217938		0		\$ 1,682.66	0
PAYROLL - 2024-01-04	1/4/2024	217939		0		\$ 1,935.52	0
PAYROLL - 2024-01-04	1/4/2024	217940		0		\$ 2,180.48	0
PAYROLL - 2024-01-04	1/4/2024	217941		0		\$ 2,035.30	0
PAYROLL - 2024-01-04	1/4/2024	217942		0		\$ 1,697.76	0
PAYROLL - 2024-01-04	1/4/2024	217943		0		\$ 2,727.34	0
PAYROLL - 2024-01-04	1/4/2024	217944		0		\$ 1,705.61	0
PAYROLL - 2024-01-04	1/4/2024	217945		0		\$ 1,668.21	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	217946		0		\$ 1,815.55	0
PAYROLL - 2024-01-04	1/4/2024	217947		0		\$ 1,515.66	0
PAYROLL - 2024-01-04	1/4/2024	217948		0		\$ 1,966.07	0
PAYROLL - 2024-01-04	1/4/2024	217949		0		\$ 1,448.42	0
PAYROLL - 2024-01-04	1/4/2024	217950		0		\$ 2,232.41	0
PAYROLL - 2024-01-04	1/4/2024	217951		0		\$ 1,616.28	0
PAYROLL - 2024-01-04	1/4/2024	217952		0		\$ 1,515.31	0
PAYROLL - 2024-01-04	1/4/2024	217953		0		\$ 1,714.58	0
PAYROLL - 2024-01-04	1/4/2024	217954		0		\$ 1,824.96	0
PAYROLL - 2024-01-04	1/4/2024	217955		0		\$ 1,957.07	0
PAYROLL - 2024-01-04	1/4/2024	217956		0		\$ 2,090.38	0
PAYROLL - 2024-01-04	1/4/2024	217957		0		\$ 2,783.68	0
PAYROLL - 2024-01-04	1/4/2024	217958		0		\$ 1,744.66	0
PAYROLL - 2024-01-04	1/4/2024	217959		0		\$ 2,433.52	0
PAYROLL - 2024-01-04	1/4/2024	217960		0		\$ 4,535.69	0
PAYROLL - 2024-01-04	1/4/2024	217961		0		\$ 2,795.21	0
PAYROLL - 2024-01-04	1/4/2024	217962		0		\$ 2,650.08	0
PAYROLL - 2024-01-04	1/4/2024	217963		0		\$ 9,080.05	0
PAYROLL - 2024-01-04	1/4/2024	217964		0		\$ 1,701.32	0
PAYROLL - 2024-01-04	1/4/2024	217965		0		\$ 1,702.96	0
PAYROLL - 2024-01-04	1/4/2024	217966		0		\$ 1,817.50	0
PAYROLL - 2024-01-04	1/4/2024	217967		0		\$ 1,393.04	0
PAYROLL - 2024-01-04	1/4/2024	217968		0		\$ 2,168.29	0
PAYROLL - 2024-01-04	1/4/2024	217969		0		\$ 1,690.01	0
PAYROLL - 2024-01-04	1/4/2024	217970		0		\$ 2,786.29	0
PAYROLL - 2024-01-04	1/4/2024	217971		0		\$ 1,548.98	0
PAYROLL - 2024-01-04	1/4/2024	217972		0		\$ 2,989.92	0
PAYROLL - 2024-01-04	1/4/2024	217973		0		\$ 2,378.92	0
PAYROLL - 2024-01-04	1/4/2024	217974		0		\$ 1,632.85	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	217975		0		\$ 1,652.37	0
PAYROLL - 2024-01-04	1/4/2024	217976		0		\$ 1,659.31	0
PAYROLL - 2024-01-04	1/4/2024	217977		0		\$ 1,811.08	0
PAYROLL - 2024-01-04	1/4/2024	217978		0		\$ 2,424.60	0
PAYROLL - 2024-01-04	1/4/2024	217979		0		\$ 2,071.20	0
PAYROLL - 2024-01-04	1/4/2024	217980		0		\$ 1,591.29	0
PAYROLL - 2024-01-04	1/4/2024	217981		0		\$ 1,835.74	0
PAYROLL - 2024-01-04	1/4/2024	217982		0		\$ 2,383.96	0
PAYROLL - 2024-01-04	1/4/2024	217983		0		\$ 2,202.44	0
PAYROLL - 2024-01-04	1/4/2024	217984		0		\$ 1,484.38	0
PAYROLL - 2024-01-04	1/4/2024	217985		0		\$ 2,949.34	0
PAYROLL - 2024-01-04	1/4/2024	217986		0		\$ 1,832.27	0
PAYROLL - 2024-01-04	1/4/2024	217987		0		\$ 1,586.08	0
PAYROLL - 2024-01-04	1/4/2024	217988		0		\$ 2,594.13	0
PAYROLL - 2024-01-04	1/4/2024	217989		0		\$ 1,907.13	0
PAYROLL - 2024-01-04	1/4/2024	217990		0		\$ 1,941.55	0
PAYROLL - 2024-01-04	1/4/2024	217991		0		\$ 2,015.52	0
PAYROLL - 2024-01-04	1/4/2024	217992		0		\$ 1,753.88	0
PAYROLL - 2024-01-04	1/4/2024	217993		0		\$ 1,617.76	0
PAYROLL - 2024-01-04	1/4/2024	217994		0		\$ 1,861.73	0
PAYROLL - 2024-01-04	1/4/2024	217995		0		\$ 1,885.94	0
PAYROLL - 2024-01-04	1/4/2024	217996		0		\$ 2,231.48	0
PAYROLL - 2024-01-04	1/4/2024	217997		0		\$ 1,611.63	0
PAYROLL - 2024-01-04	1/4/2024	217998		0		\$ 2,069.35	0
PAYROLL - 2024-01-04	1/4/2024	217999		0		\$ 2,291.10	0
PAYROLL - 2024-01-04	1/4/2024	218000		0		\$ 3,631.14	0
PAYROLL - 2024-01-04	1/4/2024	218001		0		\$ 1,925.37	0
PAYROLL - 2024-01-04	1/4/2024	218002		0		\$ 7.14	0
PAYROLL - 2024-01-04	1/4/2024	218003		0		\$ 64.24	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218004		0		\$ 28.55	0
PAYROLL - 2024-01-04	1/4/2024	218005		0		\$ 915.41	0
PAYROLL - 2024-01-04	1/4/2024	218006		0		\$ 28.55	0
PAYROLL - 2024-01-04	1/4/2024	218007		0		\$ 2,055.93	0
PAYROLL - 2024-01-04	1/4/2024	218008		0		\$ 918.79	0
PAYROLL - 2024-01-04	1/4/2024	218009		0		\$ 85.64	0
PAYROLL - 2024-01-04	1/4/2024	218010		0		\$ 28.55	0
PAYROLL - 2024-01-04	1/4/2024	218011		0		\$ 1,640.38	0
PAYROLL - 2024-01-04	1/4/2024	218012		0		\$ 24.98	0
PAYROLL - 2024-01-04	1/4/2024	218013		0		\$ 2,175.85	0
PAYROLL - 2024-01-04	1/4/2024	218014		0		\$ 687.48	0
PAYROLL - 2024-01-04	1/4/2024	218015		0		\$ 107.07	0
PAYROLL - 2024-01-04	1/4/2024	218016		0		\$ 938.68	0
PAYROLL - 2024-01-04	1/4/2024	218017		0		\$ 24.98	0
PAYROLL - 2024-01-04	1/4/2024	218018		0		\$ 21.42	0
PAYROLL - 2024-01-04	1/4/2024	218019		0		\$ 2,103.08	0
PAYROLL - 2024-01-04	1/4/2024	218020		0		\$ 14.27	0
PAYROLL - 2024-01-04	1/4/2024	218021		0		\$ 24.98	0
PAYROLL - 2024-01-04	1/4/2024	218022		0		\$ 2,630.92	0
PAYROLL - 2024-01-04	1/4/2024	218023		0		\$ 158.48	0
PAYROLL - 2024-01-04	1/4/2024	218024		0		\$ 686.40	0
PAYROLL - 2024-01-04	1/4/2024	218025		0		\$ 1,778.01	0
PAYROLL - 2024-01-04	1/4/2024	218026		0		\$ 82.10	0
PAYROLL - 2024-01-04	1/4/2024	218027		0		\$ 2,455.03	0
PAYROLL - 2024-01-04	1/4/2024	218028		0		\$ 682.14	0
PAYROLL - 2024-01-04	1/4/2024	218029		0		\$ 107.07	0
PAYROLL - 2024-01-04	1/4/2024	218030		0		\$ 1,736.57	0
PAYROLL - 2024-01-04	1/4/2024	218031		0		\$ 751.60	0
PAYROLL - 2024-01-04	1/4/2024	218032		0		\$ 21.42	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218033		0		\$ 78.51	0
PAYROLL - 2024-01-04	1/4/2024	218034		0		\$ 21.42	0
PAYROLL - 2024-01-04	1/4/2024	218035		0		\$ 754.39	0
PAYROLL - 2024-01-04	1/4/2024	218036		0		\$ 193.20	0
PAYROLL - 2024-01-04	1/4/2024	218037		0		\$ 78.51	0
PAYROLL - 2024-01-04	1/4/2024	218038		0		\$ 45.14	0
PAYROLL - 2024-01-04	1/4/2024	218039		0		\$ 2,752.61	0
PAYROLL - 2024-01-04	1/4/2024	218040		0		\$ 3,030.71	0
PAYROLL - 2024-01-04	1/4/2024	218041		0		\$ 1,950.20	0
PAYROLL - 2024-01-04	1/4/2024	218042		0		\$ 1,669.62	0
PAYROLL - 2024-01-04	1/4/2024	218043		0		\$ 1,952.29	0
PAYROLL - 2024-01-04	1/4/2024	218044		0		\$ 2,027.10	0
PAYROLL - 2024-01-04	1/4/2024	218045		0		\$ 1,998.16	0
PAYROLL - 2024-01-04	1/4/2024	218046		0		\$ 3,106.89	0
PAYROLL - 2024-01-04	1/4/2024	218047		0		\$ 2,226.65	0
PAYROLL - 2024-01-04	1/4/2024	218048		0		\$ 3,302.21	0
PAYROLL - 2024-01-04	1/4/2024	218049		0		\$ 2,023.44	0
PAYROLL - 2024-01-04	1/4/2024	218050		0		\$ 1,863.26	0
PAYROLL - 2024-01-04	1/4/2024	218051		0		\$ 1,928.25	0
PAYROLL - 2024-01-04	1/4/2024	218052		0		\$ 3,227.04	0
PAYROLL - 2024-01-04	1/4/2024	218053		0		\$ 2,690.45	0
PAYROLL - 2024-01-04	1/4/2024	218054		0		\$ 1,650.44	0
PAYROLL - 2024-01-04	1/4/2024	218055		0		\$ 2,124.26	0
PAYROLL - 2024-01-04	1/4/2024	218056		0		\$ 2,561.69	0
PAYROLL - 2024-01-04	1/4/2024	218057		0		\$ 1,778.76	0
PAYROLL - 2024-01-04	1/4/2024	218058		0		\$ 1,998.79	0
PAYROLL - 2024-01-04	1/4/2024	218059		0		\$ 2,892.98	0
PAYROLL - 2024-01-04	1/4/2024	218060		0		\$ 1,587.29	0
PAYROLL - 2024-01-04	1/4/2024	218061		0		\$ 1,955.02	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218062		0		\$ 1,992.21	0
PAYROLL - 2024-01-04	1/4/2024	218063		0		\$ 1,825.85	0
PAYROLL - 2024-01-04	1/4/2024	218064		0		\$ 1,590.74	0
PAYROLL - 2024-01-04	1/4/2024	218065		0		\$ 1,756.26	0
PAYROLL - 2024-01-04	1/4/2024	218066		0		\$ 2,654.45	0
PAYROLL - 2024-01-04	1/4/2024	218067		0		\$ 1,505.39	0
PAYROLL - 2024-01-04	1/4/2024	218068		0		\$ 1,630.92	0
PAYROLL - 2024-01-04	1/4/2024	218069		0		\$ 1,754.08	0
PAYROLL - 2024-01-04	1/4/2024	218070		0		\$ 1,945.48	0
PAYROLL - 2024-01-04	1/4/2024	218071		0		\$ 1,998.78	0
PAYROLL - 2024-01-04	1/4/2024	218072		0		\$ 4,579.47	0
PAYROLL - 2024-01-04	1/4/2024	218073		0		\$ 3,280.28	0
PAYROLL - 2024-01-04	1/4/2024	218074		0		\$ 2,175.80	0
PAYROLL - 2024-01-04	1/4/2024	218075		0		\$ 4,254.83	0
PAYROLL - 2024-01-04	1/4/2024	218076		0		\$ 4,212.84	0
PAYROLL - 2024-01-04	1/4/2024	218077		0		\$ 3,625.44	0
PAYROLL - 2024-01-04	1/4/2024	218078		0		\$ 3,308.19	0
PAYROLL - 2024-01-04	1/4/2024	218079		0		\$ 4,534.21	0
PAYROLL - 2024-01-04	1/4/2024	218080		0		\$ 4,852.46	0
PAYROLL - 2024-01-04	1/4/2024	218081		0		\$ 4,105.06	0
PAYROLL - 2024-01-04	1/4/2024	218082		0		\$ 6,406.60	0
PAYROLL - 2024-01-04	1/4/2024	218083		0		\$ 4,295.72	0
PAYROLL - 2024-01-04	1/4/2024	218084		0		\$ 4,042.72	0
PAYROLL - 2024-01-04	1/4/2024	218085		0		\$ 3,169.95	0
PAYROLL - 2024-01-04	1/4/2024	218086		0		\$ 3,223.19	0
PAYROLL - 2024-01-04	1/4/2024	218087		0		\$ 3,840.20	0
PAYROLL - 2024-01-04	1/4/2024	218088		0		\$ 4,701.89	0
PAYROLL - 2024-01-04	1/4/2024	218089		0		\$ 3,733.45	0
PAYROLL - 2024-01-04	1/4/2024	218090		0		\$ 4,075.77	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218091		0		\$ 3,666.73	0
PAYROLL - 2024-01-04	1/4/2024	218092		0		\$ 3,256.96	0
PAYROLL - 2024-01-04	1/4/2024	218093		0		\$ 7,184.18	0
PAYROLL - 2024-01-04	1/4/2024	218094		0		\$ 6,725.82	0
PAYROLL - 2024-01-04	1/4/2024	218095		0		\$ 3,881.50	0
PAYROLL - 2024-01-04	1/4/2024	218096		0		\$ 4,009.08	0
PAYROLL - 2024-01-04	1/4/2024	218097		0		\$ 4,050.65	0
PAYROLL - 2024-01-04	1/4/2024	218098		0		\$ 3,492.05	0
PAYROLL - 2024-01-04	1/4/2024	218099		0		\$ 3,517.42	0
PAYROLL - 2024-01-04	1/4/2024	218100		0		\$ 6,094.72	0
PAYROLL - 2024-01-04	1/4/2024	218101		0		\$ 2,578.17	0
PAYROLL - 2024-01-04	1/4/2024	218102		0		\$ 4,273.68	0
PAYROLL - 2024-01-04	1/4/2024	218103		0		\$ 3,002.92	0
PAYROLL - 2024-01-04	1/4/2024	218104		0		\$ 5,019.50	0
PAYROLL - 2024-01-04	1/4/2024	218105		0		\$ 4,506.05	0
PAYROLL - 2024-01-04	1/4/2024	218106		0		\$ 5,490.04	0
PAYROLL - 2024-01-04	1/4/2024	218107		0		\$ 8,537.93	0
PAYROLL - 2024-01-04	1/4/2024	218108		0		\$ 4,352.52	0
PAYROLL - 2024-01-04	1/4/2024	218109		0		\$ 4,359.16	0
PAYROLL - 2024-01-04	1/4/2024	218110		0		\$ 3,539.12	0
PAYROLL - 2024-01-04	1/4/2024	218111		0		\$ 4,039.00	0
PAYROLL - 2024-01-04	1/4/2024	218112		0		\$ 3,081.53	0
PAYROLL - 2024-01-04	1/4/2024	218113		0		\$ 1,392.94	0
PAYROLL - 2024-01-04	1/4/2024	218114		0		\$ 4,361.88	0
PAYROLL - 2024-01-04	1/4/2024	218115		0		\$ 4,116.38	0
PAYROLL - 2024-01-04	1/4/2024	218116		0		\$ 5,064.72	0
PAYROLL - 2024-01-04	1/4/2024	218117		0		\$ 3,356.75	0
PAYROLL - 2024-01-04	1/4/2024	218118		0		\$ 4,378.07	0
PAYROLL - 2024-01-04	1/4/2024	218119		0		\$ 1,703.14	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218120		0		\$ 3,118.17	0
PAYROLL - 2024-01-04	1/4/2024	218121		0		\$ 3,659.33	0
PAYROLL - 2024-01-04	1/4/2024	218122		0		\$ 3,871.04	0
PAYROLL - 2024-01-04	1/4/2024	218123		0		\$ 502.77	0
PAYROLL - 2024-01-04	1/4/2024	218124		0		\$ 4,243.96	0
PAYROLL - 2024-01-04	1/4/2024	218125		0		\$ 4,351.94	0
PAYROLL - 2024-01-04	1/4/2024	218126		0		\$ 3,279.48	0
PAYROLL - 2024-01-04	1/4/2024	218127		0		\$ 3,727.74	0
PAYROLL - 2024-01-04	1/4/2024	218128		0		\$ 6,363.51	0
PAYROLL - 2024-01-04	1/4/2024	218129		0		\$ 3,740.63	0
PAYROLL - 2024-01-04	1/4/2024	218130		0		\$ 7,012.39	0
PAYROLL - 2024-01-04	1/4/2024	218131		0		\$ 5,479.54	0
PAYROLL - 2024-01-04	1/4/2024	218132		0		\$ 3,998.40	0
PAYROLL - 2024-01-04	1/4/2024	218133		0		\$ 4,674.12	0
PAYROLL - 2024-01-04	1/4/2024	218134		0		\$ 4,786.79	0
PAYROLL - 2024-01-04	1/4/2024	218135		0		\$ 5,716.88	0
PAYROLL - 2024-01-04	1/4/2024	218136		0		\$ 4,366.81	0
PAYROLL - 2024-01-04	1/4/2024	218137		0		\$ 4,143.17	0
PAYROLL - 2024-01-04	1/4/2024	218138		0		\$ 4,036.82	0
PAYROLL - 2024-01-04	1/4/2024	218139		0		\$ 3,830.84	0
PAYROLL - 2024-01-04	1/4/2024	218140		0		\$ 4,941.33	0
PAYROLL - 2024-01-04	1/4/2024	218141		0		\$ 3,854.20	0
PAYROLL - 2024-01-04	1/4/2024	218142		0		\$ 4,258.25	0
PAYROLL - 2024-01-04	1/4/2024	218143		0		\$ 1,397.47	0
PAYROLL - 2024-01-04	1/4/2024	218144		0		\$ 4,326.40	0
PAYROLL - 2024-01-04	1/4/2024	218145		0		\$ 5,161.37	0
PAYROLL - 2024-01-04	1/4/2024	218146		0		\$ 3,711.63	0
PAYROLL - 2024-01-04	1/4/2024	218147		0		\$ 4,454.07	0
PAYROLL - 2024-01-04	1/4/2024	218148		0		\$ 3,792.04	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218149		0		\$ 3,043.90	0
PAYROLL - 2024-01-04	1/4/2024	218150		0		\$ 3,677.89	0
PAYROLL - 2024-01-04	1/4/2024	218151		0		\$ 3,278.39	0
PAYROLL - 2024-01-04	1/4/2024	218152		0		\$ 4,330.28	0
PAYROLL - 2024-01-04	1/4/2024	218153		0		\$ 3,237.38	0
PAYROLL - 2024-01-04	1/4/2024	218154		0		\$ 2,103.73	0
PAYROLL - 2024-01-04	1/4/2024	218155		0		\$ 1,316.41	0
PAYROLL - 2024-01-04	1/4/2024	218156		0		\$ 2,344.09	0
PAYROLL - 2024-01-04	1/4/2024	218157		0		\$ 44,458.11	0
PAYROLL - 2024-01-04	1/4/2024	218158		0		\$ 3,066.95	0
PAYROLL - 2024-01-04	1/4/2024	218159		0		\$ 3,619.16	0
PAYROLL - 2024-01-04	1/4/2024	218160		0		\$ 4,417.87	0
PAYROLL - 2024-01-04	1/4/2024	218161		0		\$ 4,090.20	0
PAYROLL - 2024-01-04	1/4/2024	218162		0		\$ 1,994.13	0
PAYROLL - 2024-01-04	1/4/2024	218163		0		\$ 3,869.29	0
PAYROLL - 2024-01-04	1/4/2024	218164		0		\$ 4,194.32	0
PAYROLL - 2024-01-04	1/4/2024	218165		0		\$ 3,383.84	0
PAYROLL - 2024-01-04	1/4/2024	218166		0		\$ 4,228.16	0
PAYROLL - 2024-01-04	1/4/2024	218167		0		\$ 3,763.47	0
PAYROLL - 2024-01-04	1/4/2024	218168		0		\$ 5,433.53	0
PAYROLL - 2024-01-04	1/4/2024	218169		0		\$ 1,740.18	0
PAYROLL - 2024-01-04	1/4/2024	218170		0		\$ 3,414.67	0
PAYROLL - 2024-01-04	1/4/2024	218171		0		\$ 1,752.05	0
PAYROLL - 2024-01-04	1/4/2024	218172		0		\$ 2,984.13	0
PAYROLL - 2024-01-04	1/4/2024	218173		0		\$ 2,113.08	0
PAYROLL - 2024-01-04	1/4/2024	218174		0		\$ 2,897.28	0
PAYROLL - 2024-01-04	1/4/2024	218175		0		\$ 3,338.75	0
PAYROLL - 2024-01-04	1/4/2024	218176		0		\$ 5,455.05	0
PAYROLL - 2024-01-04	1/4/2024	218177		0		\$ 4,007.52	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218178		0		\$ 4,243.08	0
PAYROLL - 2024-01-04	1/4/2024	218179		0		\$ 4,378.54	0
PAYROLL - 2024-01-04	1/4/2024	218180		0		\$ 3,534.55	0
PAYROLL - 2024-01-04	1/4/2024	218181		0		\$ 4,350.95	0
PAYROLL - 2024-01-04	1/4/2024	218182		0		\$ 4,622.69	0
PAYROLL - 2024-01-04	1/4/2024	218183		0		\$ 5,548.90	0
PAYROLL - 2024-01-04	1/4/2024	218184		0		\$ 1,784.02	0
PAYROLL - 2024-01-04	1/4/2024	218185		0		\$ 1,762.70	0
PAYROLL - 2024-01-04	1/4/2024	218186		0		\$ 5,623.67	0
PAYROLL - 2024-01-04	1/4/2024	218187		0		\$ 4,046.57	0
PAYROLL - 2024-01-04	1/4/2024	218188		0		\$ 4,344.88	0
PAYROLL - 2024-01-04	1/4/2024	218189		0		\$ 1,672.11	0
PAYROLL - 2024-01-04	1/4/2024	218190		0		\$ 4,006.95	0
PAYROLL - 2024-01-04	1/4/2024	218191		0		\$ 3,376.38	0
PAYROLL - 2024-01-04	1/4/2024	218192		0		\$ 1,923.43	0
PAYROLL - 2024-01-04	1/4/2024	218193		0		\$ 5,250.72	0
PAYROLL - 2024-01-04	1/4/2024	218194		0		\$ 3,818.78	0
PAYROLL - 2024-01-04	1/4/2024	218195		0		\$ 5,590.85	0
PAYROLL - 2024-01-04	1/4/2024	218196		0		\$ 2,529.84	0
PAYROLL - 2024-01-04	1/4/2024	218197		0		\$ 1,912.34	0
PAYROLL - 2024-01-04	1/4/2024	218198		0		\$ 4,883.40	0
PAYROLL - 2024-01-04	1/4/2024	218199		0		\$ 4,196.63	0
PAYROLL - 2024-01-04	1/4/2024	218200		0		\$ 2,800.33	0
PAYROLL - 2024-01-04	1/4/2024	218201		0		\$ 1,624.52	0
PAYROLL - 2024-01-04	1/4/2024	218202		0		\$ 3,371.25	0
PAYROLL - 2024-01-04	1/4/2024	218203		0		\$ 4,203.95	0
PAYROLL - 2024-01-04	1/4/2024	218204		0		\$ 3,003.34	0
PAYROLL - 2024-01-04	1/4/2024	218205		0		\$ 3,728.98	0
PAYROLL - 2024-01-04	1/4/2024	218206		0		\$ 4,480.84	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218207		0		\$ 3,669.85	0
PAYROLL - 2024-01-04	1/4/2024	218208		0		\$ 1,480.58	0
PAYROLL - 2024-01-04	1/4/2024	218209		0		\$ 1,563.20	0
PAYROLL - 2024-01-04	1/4/2024	218210		0		\$ 4,529.26	0
PAYROLL - 2024-01-04	1/4/2024	218211		0		\$ 3,839.95	0
PAYROLL - 2024-01-04	1/4/2024	218212		0		\$ 4,700.19	0
PAYROLL - 2024-01-04	1/4/2024	218213		0		\$ 4,419.85	0
PAYROLL - 2024-01-04	1/4/2024	218214		0		\$ 5,547.04	0
PAYROLL - 2024-01-04	1/4/2024	218215		0		\$ 3,343.43	0
PAYROLL - 2024-01-04	1/4/2024	218216		0		\$ 1,456.62	0
PAYROLL - 2024-01-04	1/4/2024	218217		0		\$ 3,827.01	0
PAYROLL - 2024-01-04	1/4/2024	218218		0		\$ 1,919.93	0
PAYROLL - 2024-01-04	1/4/2024	218219		0		\$ 5,514.75	0
PAYROLL - 2024-01-04	1/4/2024	218220		0		\$ 3,953.66	0
PAYROLL - 2024-01-04	1/4/2024	218221		0		\$ 4,312.45	0
PAYROLL - 2024-01-04	1/4/2024	218222		0		\$ 3,994.03	0
PAYROLL - 2024-01-04	1/4/2024	218223		0		\$ 4,164.12	0
PAYROLL - 2024-01-04	1/4/2024	218224		0		\$ 2,213.63	0
PAYROLL - 2024-01-04	1/4/2024	218225		0		\$ 1,555.30	0
PAYROLL - 2024-01-04	1/4/2024	218226		0		\$ 1,701.45	0
PAYROLL - 2024-01-04	1/4/2024	218227		0		\$ 19,299.47	0
PAYROLL - 2024-01-04	1/4/2024	218228		0		\$ 1,471.95	0
PAYROLL - 2024-01-04	1/4/2024	218229		0		\$ 3,733.34	0
PAYROLL - 2024-01-04	1/4/2024	218230		0		\$ 5,079.81	0
PAYROLL - 2024-01-04	1/4/2024	218231		0		\$ 1,689.90	0
PAYROLL - 2024-01-04	1/4/2024	218232		0		\$ 2,161.28	0
PAYROLL - 2024-01-04	1/4/2024	218233		0		\$ 2,259.94	0
PAYROLL - 2024-01-04	1/4/2024	218234		0		\$ 7,803.23	0
PAYROLL - 2024-01-04	1/4/2024	218235		0		\$ 1,716.41	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218236		0		\$ 2,887.73	0
PAYROLL - 2024-01-04	1/4/2024	218237		0		\$ 4,085.85	0
PAYROLL - 2024-01-04	1/4/2024	218238		0		\$ 2,130.82	0
PAYROLL - 2024-01-04	1/4/2024	218239		0		\$ 2,202.38	0
PAYROLL - 2024-01-04	1/4/2024	218240		0		\$ 3,961.21	0
PAYROLL - 2024-01-04	1/4/2024	218241		0		\$ 3,641.30	0
PAYROLL - 2024-01-04	1/4/2024	218242		0		\$ 1,369.38	0
PAYROLL - 2024-01-04	1/4/2024	218243		0		\$ 3,672.41	0
PAYROLL - 2024-01-04	1/4/2024	218244		0		\$ 2,778.35	0
PAYROLL - 2024-01-04	1/4/2024	218245		0		\$ 2,627.62	0
PAYROLL - 2024-01-04	1/4/2024	218246		0		\$ 3,421.96	0
PAYROLL - 2024-01-04	1/4/2024	218247		0		\$ 1,596.66	0
PAYROLL - 2024-01-04	1/4/2024	218248		0		\$ 1,205.27	0
PAYROLL - 2024-01-04	1/4/2024	218249		0		\$ 3,119.98	0
PAYROLL - 2024-01-04	1/4/2024	218250		0		\$ 3,392.76	0
PAYROLL - 2024-01-04	1/4/2024	218251		0		\$ 3,688.56	0
PAYROLL - 2024-01-04	1/4/2024	218252		0		\$ 3,858.84	0
PAYROLL - 2024-01-04	1/4/2024	218253		0		\$ 3,147.28	0
PAYROLL - 2024-01-04	1/4/2024	218254		0		\$ 2,710.95	0
PAYROLL - 2024-01-04	1/4/2024	218255		0		\$ 3,293.18	0
PAYROLL - 2024-01-04	1/4/2024	218256		0		\$ 1,687.15	0
PAYROLL - 2024-01-04	1/4/2024	218257		0		\$ 4,281.09	0
PAYROLL - 2024-01-04	1/4/2024	218258		0		\$ 2,829.71	0
PAYROLL - 2024-01-04	1/4/2024	218259		0		\$ 1,569.71	0
PAYROLL - 2024-01-04	1/4/2024	218260		0		\$ 5,603.81	0
PAYROLL - 2024-01-04	1/4/2024	218261		0		\$ 2,746.09	0
PAYROLL - 2024-01-04	1/4/2024	218262		0		\$ 3,447.03	0
PAYROLL - 2024-01-04	1/4/2024	218263		0		\$ 2,584.45	0
PAYROLL - 2024-01-04	1/4/2024	218264		0		\$ 7,167.03	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218265		0		\$ 2,733.29	0
PAYROLL - 2024-01-04	1/4/2024	218266		0		\$ 3,404.57	0
PAYROLL - 2024-01-04	1/4/2024	218267		0		\$ 1,646.22	0
PAYROLL - 2024-01-04	1/4/2024	218268		0		\$ 7,852.28	0
PAYROLL - 2024-01-04	1/4/2024	218269		0		\$ 3,602.74	0
PAYROLL - 2024-01-04	1/4/2024	218270		0		\$ 3,985.17	0
PAYROLL - 2024-01-04	1/4/2024	218271		0		\$ 2,499.74	0
PAYROLL - 2024-01-04	1/4/2024	218272		0		\$ 3,187.25	0
PAYROLL - 2024-01-04	1/4/2024	218273		0		\$ 3,621.42	0
PAYROLL - 2024-01-04	1/4/2024	218274		0		\$ 1,938.20	0
PAYROLL - 2024-01-04	1/4/2024	218275		0		\$ 4,168.09	0
PAYROLL - 2024-01-04	1/4/2024	218276		0		\$ 3,854.08	0
PAYROLL - 2024-01-04	1/4/2024	218277		0		\$ 3,742.04	0
PAYROLL - 2024-01-04	1/4/2024	218278		0		\$ 2,907.35	0
PAYROLL - 2024-01-04	1/4/2024	218279		0		\$ 3,113.61	0
PAYROLL - 2024-01-04	1/4/2024	218280		0		\$ 3,099.33	0
PAYROLL - 2024-01-04	1/4/2024	218281		0		\$ 1,620.94	0
PAYROLL - 2024-01-04	1/4/2024	218282		0		\$ 1,608.13	0
PAYROLL - 2024-01-04	1/4/2024	218283		0		\$ 2,445.97	0
PAYROLL - 2024-01-04	1/4/2024	218284		0		\$ 2,427.38	0
PAYROLL - 2024-01-04	1/4/2024	218285		0		\$ 2,621.03	0
PAYROLL - 2024-01-04	1/4/2024	218286		0		\$ 1,751.68	0
PAYROLL - 2024-01-04	1/4/2024	218287		0		\$ 883.72	0
PAYROLL - 2024-01-04	1/4/2024	218288		0		\$ 2,481.95	0
PAYROLL - 2024-01-04	1/4/2024	218289		0		\$ 2,532.47	0
PAYROLL - 2024-01-04	1/4/2024	218290		0		\$ 2,442.03	0
PAYROLL - 2024-01-04	1/4/2024	218291		0		\$ 1,892.33	0
PAYROLL - 2024-01-04	1/4/2024	218292		0		\$ 2,434.98	0
PAYROLL - 2024-01-04	1/4/2024	218293		0		\$ 2,430.50	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218294		0		\$ 2,829.50	0
PAYROLL - 2024-01-04	1/4/2024	218295		0		\$ 1,912.91	0
PAYROLL - 2024-01-04	1/4/2024	218296		0		\$ 1,797.86	0
PAYROLL - 2024-01-04	1/4/2024	218297		0		\$ 5,400.14	0
PAYROLL - 2024-01-04	1/4/2024	218298		0		\$ 1,748.32	0
PAYROLL - 2024-01-04	1/4/2024	218299		0		\$ 2,070.80	0
PAYROLL - 2024-01-04	1/4/2024	218300		0		\$ 2,375.88	0
PAYROLL - 2024-01-04	1/4/2024	218301		0		\$ 2,033.03	0
PAYROLL - 2024-01-04	1/4/2024	218302		0		\$ 3,340.44	0
PAYROLL - 2024-01-04	1/4/2024	218303		0		\$ 1,943.97	0
PAYROLL - 2024-01-04	1/4/2024	218304		0		\$ 1,956.56	0
PAYROLL - 2024-01-04	1/4/2024	218305		0		\$ 1,800.74	0
PAYROLL - 2024-01-04	1/4/2024	218306		0		\$ 2,150.25	0
PAYROLL - 2024-01-04	1/4/2024	218307		0		\$ 2,108.94	0
PAYROLL - 2024-01-04	1/4/2024	218308		0		\$ 1,659.16	0
PAYROLL - 2024-01-04	1/4/2024	218309		0		\$ 3,020.33	0
PAYROLL - 2024-01-04	1/4/2024	218310		0		\$ 2,236.30	0
PAYROLL - 2024-01-04	1/4/2024	218311		0		\$ 2,039.58	0
PAYROLL - 2024-01-04	1/4/2024	218312		0		\$ 2,109.00	0
PAYROLL - 2024-01-04	1/4/2024	218313		0		\$ 1,717.65	0
PAYROLL - 2024-01-04	1/4/2024	218314		0		\$ 2,159.33	0
PAYROLL - 2024-01-04	1/4/2024	218315		0		\$ 1,815.81	0
PAYROLL - 2024-01-04	1/4/2024	218316		0		\$ 2,571.84	0
PAYROLL - 2024-01-04	1/4/2024	218317		0		\$ 2,105.42	0
PAYROLL - 2024-01-04	1/4/2024	218318		0		\$ 1,875.78	0
PAYROLL - 2024-01-04	1/4/2024	218319		0		\$ 2,521.91	0
PAYROLL - 2024-01-04	1/4/2024	218320		0		\$ 1,550.39	0
PAYROLL - 2024-01-04	1/4/2024	218321		0		\$ 3,771.15	0
PAYROLL - 2024-01-04	1/4/2024	218322		0		\$ 1,848.56	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218323		0		\$ 2,805.50	0
PAYROLL - 2024-01-04	1/4/2024	218324		0		\$ 3,248.26	0
PAYROLL - 2024-01-04	1/4/2024	218325		0		\$ 1,749.25	0
PAYROLL - 2024-01-04	1/4/2024	218326		0		\$ 1,852.23	0
PAYROLL - 2024-01-04	1/4/2024	218327		0		\$ 3,341.83	0
PAYROLL - 2024-01-04	1/4/2024	218328		0		\$ 2,080.87	0
PAYROLL - 2024-01-04	1/4/2024	218329		0		\$ 1,889.58	0
PAYROLL - 2024-01-04	1/4/2024	218330		0		\$ 1,887.62	0
PAYROLL - 2024-01-04	1/4/2024	218331		0		\$ 2,527.59	0
PAYROLL - 2024-01-04	1/4/2024	218332		0		\$ 2,197.98	0
PAYROLL - 2024-01-04	1/4/2024	218333		0		\$ 2,516.96	0
PAYROLL - 2024-01-04	1/4/2024	218334		0		\$ 1,406.59	0
PAYROLL - 2024-01-04	1/4/2024	218335		0		\$ 1,805.61	0
PAYROLL - 2024-01-04	1/4/2024	218336		0		\$ 2,585.49	0
PAYROLL - 2024-01-04	1/4/2024	218337		0		\$ 2,118.80	0
PAYROLL - 2024-01-04	1/4/2024	218338		0		\$ 2,267.42	0
PAYROLL - 2024-01-04	1/4/2024	218339		0		\$ 2,612.33	0
PAYROLL - 2024-01-04	1/4/2024	218340		0		\$ 2,081.64	0
PAYROLL - 2024-01-04	1/4/2024	218341		0		\$ 2,427.46	0
PAYROLL - 2024-01-04	1/4/2024	218342		0		\$ 1,432.67	0
PAYROLL - 2024-01-04	1/4/2024	218343		0		\$ 1,724.54	0
PAYROLL - 2024-01-04	1/4/2024	218344		0		\$ 2,038.28	0
PAYROLL - 2024-01-04	1/4/2024	218345		0		\$ 2,751.96	0
PAYROLL - 2024-01-04	1/4/2024	218346		0		\$ 767.46	0
PAYROLL - 2024-01-04	1/4/2024	218347		0		\$ 2,351.69	0
PAYROLL - 2024-01-04	1/4/2024	218348		0		\$ 2,340.01	0
PAYROLL - 2024-01-04	1/4/2024	218349		0		\$ 2,101.01	0
PAYROLL - 2024-01-04	1/4/2024	218350		0		\$ 2,437.88	0
PAYROLL - 2024-01-04	1/4/2024	218351		0		\$ 1,935.32	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218352		0		\$ 2,382.20	0
PAYROLL - 2024-01-04	1/4/2024	218353		0		\$ 2,352.21	0
PAYROLL - 2024-01-04	1/4/2024	218354		0		\$ 1,286.75	0
PAYROLL - 2024-01-04	1/4/2024	218355		0		\$ 1,221.17	0
PAYROLL - 2024-01-04	1/4/2024	218356		0		\$ 2,621.25	0
PAYROLL - 2024-01-04	1/4/2024	218357		0		\$ 2,448.62	0
PAYROLL - 2024-01-04	1/4/2024	218358		0		\$ 2,086.42	0
PAYROLL - 2024-01-04	1/4/2024	218359		0		\$ 1,645.81	0
PAYROLL - 2024-01-04	1/4/2024	218360		0		\$ 2,009.05	0
PAYROLL - 2024-01-04	1/4/2024	218361		0		\$ 2,064.30	0
PAYROLL - 2024-01-04	1/4/2024	218362		0		\$ 1,647.71	0
PAYROLL - 2024-01-04	1/4/2024	218363		0		\$ 2,170.70	0
PAYROLL - 2024-01-04	1/4/2024	218364		0		\$ 2,201.54	0
PAYROLL - 2024-01-04	1/4/2024	218365		0		\$ 1,791.00	0
PAYROLL - 2024-01-04	1/4/2024	218366		0		\$ 2,021.34	0
PAYROLL - 2024-01-04	1/4/2024	218367		0		\$ 2,275.66	0
PAYROLL - 2024-01-04	1/4/2024	218368		0		\$ 1,619.91	0
PAYROLL - 2024-01-04	1/4/2024	218369		0		\$ 2,327.11	0
PAYROLL - 2024-01-04	1/4/2024	218370		0		\$ 2,195.01	0
PAYROLL - 2024-01-04	1/4/2024	218371		0		\$ 1,847.28	0
PAYROLL - 2024-01-04	1/4/2024	218372		0		\$ 3,009.52	0
PAYROLL - 2024-01-04	1/4/2024	218373		0		\$ 2,328.84	0
PAYROLL - 2024-01-04	1/4/2024	218374		0		\$ 3,044.24	0
PAYROLL - 2024-01-04	1/4/2024	218375		0		\$ 1,484.18	0
PAYROLL - 2024-01-04	1/4/2024	218376		0		\$ 2,468.60	0
PAYROLL - 2024-01-04	1/4/2024	218377		0		\$ 920.00	0
PAYROLL - 2024-01-04	1/4/2024	218378		0		\$ 968.14	0
PAYROLL - 2024-01-04	1/4/2024	218379		0		\$ 2,526.05	0
PAYROLL - 2024-01-04	1/4/2024	218380		0		\$ 2,223.67	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218381		0		\$ 3,102.16	0
PAYROLL - 2024-01-04	1/4/2024	218382		0		\$ 1,632.97	0
PAYROLL - 2024-01-04	1/4/2024	218383		0		\$ 1,874.77	0
PAYROLL - 2024-01-04	1/4/2024	218384		0		\$ 1,879.72	0
PAYROLL - 2024-01-04	1/4/2024	218385		0		\$ 3,151.18	0
PAYROLL - 2024-01-04	1/4/2024	218386		0		\$ 3,636.98	0
PAYROLL - 2024-01-04	1/4/2024	218387		0		\$ 2,127.15	0
PAYROLL - 2024-01-04	1/4/2024	218388		0		\$ 2,131.77	0
PAYROLL - 2024-01-04	1/4/2024	218389		0		\$ 1,964.49	0
PAYROLL - 2024-01-04	1/4/2024	218390		0		\$ 1,663.34	0
PAYROLL - 2024-01-04	1/4/2024	218391		0		\$ 2,313.45	0
PAYROLL - 2024-01-04	1/4/2024	218392		0		\$ 1,844.07	0
PAYROLL - 2024-01-04	1/4/2024	218393		0		\$ 2,002.04	0
PAYROLL - 2024-01-04	1/4/2024	218394		0		\$ 2,165.85	0
PAYROLL - 2024-01-04	1/4/2024	218395		0		\$ 2,215.91	0
PAYROLL - 2024-01-04	1/4/2024	218396		0		\$ 4,535.25	0
PAYROLL - 2024-01-04	1/4/2024	218397		0		\$ 3,190.04	0
PAYROLL - 2024-01-04	1/4/2024	218398		0		\$ 2,926.41	0
PAYROLL - 2024-01-04	1/4/2024	218399		0		\$ 2,364.53	0
PAYROLL - 2024-01-04	1/4/2024	218400		0		\$ 2,929.19	0
PAYROLL - 2024-01-04	1/4/2024	218401		0		\$ 1,243.58	0
PAYROLL - 2024-01-04	1/4/2024	218402		0		\$ 3,034.58	0
PAYROLL - 2024-01-04	1/4/2024	218403		0		\$ 2,402.69	0
PAYROLL - 2024-01-04	1/4/2024	218404		0		\$ 2,230.75	0
PAYROLL - 2024-01-04	1/4/2024	218405		0		\$ 2,572.34	0
PAYROLL - 2024-01-04	1/4/2024	218406		0		\$ 2,538.22	0
PAYROLL - 2024-01-04	1/4/2024	218407		0		\$ 3,442.76	0
PAYROLL - 2024-01-04	1/4/2024	218408		0		\$ 3,456.87	0
PAYROLL - 2024-01-04	1/4/2024	218409		0		\$ 4,039.92	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218410		0		\$ 2,575.58	0
PAYROLL - 2024-01-04	1/4/2024	218411		0		\$ 1,580.80	0
PAYROLL - 2024-01-04	1/4/2024	218412		0		\$ 2,995.20	0
PAYROLL - 2024-01-04	1/4/2024	218413		0		\$ 2,222.68	0
PAYROLL - 2024-01-04	1/4/2024	218414		0		\$ 1,634.33	0
PAYROLL - 2024-01-04	1/4/2024	218415		0		\$ 2,290.01	0
PAYROLL - 2024-01-04	1/4/2024	218416		0		\$ 2,823.74	0
PAYROLL - 2024-01-04	1/4/2024	218417		0		\$ 3,284.16	0
PAYROLL - 2024-01-04	1/4/2024	218418		0		\$ 5,139.38	0
PAYROLL - 2024-01-04	1/4/2024	218419		0		\$ 2,621.98	0
PAYROLL - 2024-01-04	1/4/2024	218420		0		\$ 5,204.03	0
PAYROLL - 2024-01-04	1/4/2024	218421		0		\$ 1,541.91	0
PAYROLL - 2024-01-04	1/4/2024	218422		0		\$ 3,422.18	0
PAYROLL - 2024-01-04	1/4/2024	218423		0		\$ 3,201.89	0
PAYROLL - 2024-01-04	1/4/2024	218424		0		\$ 1,535.47	0
PAYROLL - 2024-01-04	1/4/2024	218425		0		\$ 2,930.59	0
PAYROLL - 2024-01-04	1/4/2024	218426		0		\$ 1,993.16	0
PAYROLL - 2024-01-04	1/4/2024	218427		0		\$ 3,846.82	0
PAYROLL - 2024-01-04	1/4/2024	218428		0		\$ 6,366.92	0
PAYROLL - 2024-01-04	1/4/2024	218429		0		\$ 1,884.17	0
PAYROLL - 2024-01-04	1/4/2024	218430		0		\$ 3,631.78	0
PAYROLL - 2024-01-04	1/4/2024	218431		0		\$ 6,534.59	0
PAYROLL - 2024-01-04	1/4/2024	218432		0		\$ 4,237.64	0
PAYROLL - 2024-01-04	1/4/2024	218433		0		\$ 3,859.12	0
PAYROLL - 2024-01-04	1/4/2024	218434		0		\$ 3,931.51	0
PAYROLL - 2024-01-04	1/4/2024	218435		0		\$ 4,167.71	0
PAYROLL - 2024-01-04	1/4/2024	218436		0		\$ 1,480.14	0
PAYROLL - 2024-01-04	1/4/2024	218437		0		\$ 3,085.31	0
PAYROLL - 2024-01-04	1/4/2024	218438		0		\$ 2,650.11	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218439		0		\$ 2,992.99	0
PAYROLL - 2024-01-04	1/4/2024	218440		0		\$ 1,099.56	0
PAYROLL - 2024-01-04	1/4/2024	218441		0		\$ 1,874.56	0
PAYROLL - 2024-01-04	1/4/2024	218442		0		\$ 3,346.61	0
PAYROLL - 2024-01-04	1/4/2024	218443		0		\$ 1,303.24	0
PAYROLL - 2024-01-04	1/4/2024	218444		0		\$ 564.06	0
PAYROLL - 2024-01-04	1/4/2024	218445		0		\$ 1,937.90	0
PAYROLL - 2024-01-04	1/4/2024	218446		0		\$ 1,212.30	0
PAYROLL - 2024-01-04	1/4/2024	218447		0		\$ 2,140.01	0
PAYROLL - 2024-01-04	1/4/2024	218448		0		\$ 2,295.45	0
PAYROLL - 2024-01-04	1/4/2024	218449		0		\$ 2,036.62	0
PAYROLL - 2024-01-04	1/4/2024	218450		0		\$ 1,259.26	0
PAYROLL - 2024-01-04	1/4/2024	218451		0		\$ 1,765.43	0
PAYROLL - 2024-01-04	1/4/2024	218452		0		\$ 982.46	0
PAYROLL - 2024-01-04	1/4/2024	218453		0		\$ 883.58	0
PAYROLL - 2024-01-04	1/4/2024	218454		0		\$ 685.71	0
PAYROLL - 2024-01-04	1/4/2024	218455		0		\$ 1,048.36	0
PAYROLL - 2024-01-04	1/4/2024	218456		0		\$ 1,136.15	0
PAYROLL - 2024-01-04	1/4/2024	218457		0		\$ 1,849.60	0
PAYROLL - 2024-01-04	1/4/2024	218458		0		\$ 509.59	0
PAYROLL - 2024-01-04	1/4/2024	218459		0		\$ 2,949.45	0
PAYROLL - 2024-01-04	1/4/2024	218460		0		\$ 1,444.98	0
PAYROLL - 2024-01-04	1/4/2024	218461		0		\$ 865.53	0
PAYROLL - 2024-01-04	1/4/2024	218462		0		\$ 1,925.20	0
PAYROLL - 2024-01-04	1/4/2024	218463		0		\$ 1,595.60	0
PAYROLL - 2024-01-04	1/4/2024	218464		0		\$ 2,084.98	0
PAYROLL - 2024-01-04	1/4/2024	218465		0		\$ 1,613.02	0
PAYROLL - 2024-01-04	1/4/2024	218466		0		\$ 1,125.27	0
PAYROLL - 2024-01-04	1/4/2024	218467		0		\$ 686.97	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-04	1/4/2024	218468		0		\$ 1,683.61	0
PAYROLL - 2024-01-04	1/4/2024	218469		0		\$ 1,530.00	0
PAYROLL - 2024-01-04	1/4/2024	218470		0		\$ 1,828.21	0
PAYROLL - 2024-01-04	1/4/2024	218471		0		\$ 639.31	0
PAYROLL - 2024-01-04	1/4/2024	218472		0		\$ 2,014.47	0
PAYROLL - 2024-01-04	1/4/2024	218473		0		\$ 563.19	0
PAYROLL - 2024-01-04	1/4/2024	218474		0		\$ 420.86	0
PAYROLL - 2024-01-04	1/4/2024	218475		0		\$ 213.80	0
PAYROLL - 2024-01-04	1/4/2024	218476		0		\$ 527.81	0
PAYROLL - 2024-01-04	1/4/2024	218477		0		\$ 424.50	0
PAYROLL - 2024-01-04	1/4/2024	218478		0		\$ 75.00	0
PAYROLL - 2024-01-04	1/4/2024	218479		0		\$ 10,084.78	0
PAYROLL - 2024-01-04	TOTALS:					\$ 1,558,818.05	0
PAYROLL - 2024-01-18	1/18/2024	218480		0		\$ 2,313.92	0
PAYROLL - 2024-01-18	1/18/2024	218481		0		\$ 3,091.11	0
PAYROLL - 2024-01-18	1/18/2024	218482		0		\$ 1,187.83	0
PAYROLL - 2024-01-18	1/18/2024	218483		0		\$ 1,697.36	0
PAYROLL - 2024-01-18	1/18/2024	218484		0		\$ 2,177.36	0
PAYROLL - 2024-01-18	1/18/2024	218485		0		\$ 3,935.92	0
PAYROLL - 2024-01-18	1/18/2024	218486		0		\$ 1,643.59	0
PAYROLL - 2024-01-18	1/18/2024	218487		0		\$ 2,115.59	0
PAYROLL - 2024-01-18	1/18/2024	218488		0		\$ 412.53	0
PAYROLL - 2024-01-18	1/18/2024	218489		0		\$ 1,679.57	0
PAYROLL - 2024-01-18	1/18/2024	218490		0		\$ 2,292.12	0
PAYROLL - 2024-01-18	1/18/2024	218491		0		\$ 2,833.53	0
PAYROLL - 2024-01-18	1/18/2024	218492		0		\$ 2,751.49	0
PAYROLL - 2024-01-18	1/18/2024	218493		0		\$ 4,724.79	0
PAYROLL - 2024-01-18	1/18/2024	218494		0		\$ 6,132.70	0
PAYROLL - 2024-01-18	1/18/2024	218495		0		\$ 1,220.51	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218496		0		\$ 1,184.67	0
PAYROLL - 2024-01-18	1/18/2024	218497		0		\$ 813.65	0
PAYROLL - 2024-01-18	1/18/2024	218498		0		\$ 1,230.79	0
PAYROLL - 2024-01-18	1/18/2024	218499		0		\$ 1,366.43	0
PAYROLL - 2024-01-18	1/18/2024	218500		0		\$ 4,482.97	0
PAYROLL - 2024-01-18	1/18/2024	218501		0		\$ 1,875.25	0
PAYROLL - 2024-01-18	1/18/2024	218502		0		\$ 927.34	0
PAYROLL - 2024-01-18	1/18/2024	218503		0		\$ 1,223.29	0
PAYROLL - 2024-01-18	1/18/2024	218504		0		\$ 1,989.30	0
PAYROLL - 2024-01-18	1/18/2024	218505		0		\$ 1,253.26	0
PAYROLL - 2024-01-18	1/18/2024	218506		0		\$ 1,566.09	0
PAYROLL - 2024-01-18	1/18/2024	218507		0		\$ 2,050.16	0
PAYROLL - 2024-01-18	1/18/2024	218508		0		\$ 1,734.11	0
PAYROLL - 2024-01-18	1/18/2024	218509		0		\$ 1,936.03	0
PAYROLL - 2024-01-18	1/18/2024	218510		0		\$ 2,156.64	0
PAYROLL - 2024-01-18	1/18/2024	218511		0		\$ 3,507.02	0
PAYROLL - 2024-01-18	1/18/2024	218512		0		\$ 1,765.05	0
PAYROLL - 2024-01-18	1/18/2024	218513		0		\$ 2,885.59	0
PAYROLL - 2024-01-18	1/18/2024	218514		0		\$ 1,796.87	0
PAYROLL - 2024-01-18	1/18/2024	218515		0		\$ 1,728.00	0
PAYROLL - 2024-01-18	1/18/2024	218516		0		\$ 1,877.09	0
PAYROLL - 2024-01-18	1/18/2024	218517		0		\$ 1,754.96	0
PAYROLL - 2024-01-18	1/18/2024	218518		0		\$ 2,169.10	0
PAYROLL - 2024-01-18	1/18/2024	218519		0		\$ 1,363.73	0
PAYROLL - 2024-01-18	1/18/2024	218520		0		\$ 2,120.43	0
PAYROLL - 2024-01-18	1/18/2024	218521		0		\$ 1,677.60	0
PAYROLL - 2024-01-18	1/18/2024	218522		0		\$ 1,582.16	0
PAYROLL - 2024-01-18	1/18/2024	218523		0		\$ 1,774.88	0
PAYROLL - 2024-01-18	1/18/2024	218524		0		\$ 1,839.25	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218525		0		\$ 2,019.44	0
PAYROLL - 2024-01-18	1/18/2024	218526		0		\$ 2,182.17	0
PAYROLL - 2024-01-18	1/18/2024	218527		0		\$ 3,007.74	0
PAYROLL - 2024-01-18	1/18/2024	218528		0		\$ 1,656.95	0
PAYROLL - 2024-01-18	1/18/2024	218529		0		\$ 2,429.32	0
PAYROLL - 2024-01-18	1/18/2024	218530		0		\$ 4,178.68	0
PAYROLL - 2024-01-18	1/18/2024	218531		0		\$ 2,710.44	0
PAYROLL - 2024-01-18	1/18/2024	218532		0		\$ 2,634.25	0
PAYROLL - 2024-01-18	1/18/2024	218533		0		\$ 4,539.99	0
PAYROLL - 2024-01-18	1/18/2024	218534		0		\$ 1,648.56	0
PAYROLL - 2024-01-18	1/18/2024	218535		0		\$ 1,702.40	0
PAYROLL - 2024-01-18	1/18/2024	218536		0		\$ 1,542.03	0
PAYROLL - 2024-01-18	1/18/2024	218537		0		\$ 1,393.31	0
PAYROLL - 2024-01-18	1/18/2024	218538		0		\$ 2,342.94	0
PAYROLL - 2024-01-18	1/18/2024	218539		0		\$ 1,677.29	0
PAYROLL - 2024-01-18	1/18/2024	218540		0		\$ 2,768.48	0
PAYROLL - 2024-01-18	1/18/2024	218541		0		\$ 1,549.58	0
PAYROLL - 2024-01-18	1/18/2024	218542		0		\$ 2,956.66	0
PAYROLL - 2024-01-18	1/18/2024	218543		0		\$ 2,356.42	0
PAYROLL - 2024-01-18	1/18/2024	218544		0		\$ 1,613.65	0
PAYROLL - 2024-01-18	1/18/2024	218545		0		\$ 1,631.35	0
PAYROLL - 2024-01-18	1/18/2024	218546		0		\$ 1,581.63	0
PAYROLL - 2024-01-18	1/18/2024	218547		0		\$ 1,815.44	0
PAYROLL - 2024-01-18	1/18/2024	218548		0		\$ 2,427.82	0
PAYROLL - 2024-01-18	1/18/2024	218549		0		\$ 1,993.37	0
PAYROLL - 2024-01-18	1/18/2024	218550		0		\$ 1,589.39	0
PAYROLL - 2024-01-18	1/18/2024	218551		0		\$ 1,812.96	0
PAYROLL - 2024-01-18	1/18/2024	218552		0		\$ 2,373.91	0
PAYROLL - 2024-01-18	1/18/2024	218553		0		\$ 2,194.14	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218554		0		\$ 1,535.01	0
PAYROLL - 2024-01-18	1/18/2024	218555		0		\$ 2,869.38	0
PAYROLL - 2024-01-18	1/18/2024	218556		0		\$ 1,833.49	0
PAYROLL - 2024-01-18	1/18/2024	218557		0		\$ 1,465.50	0
PAYROLL - 2024-01-18	1/18/2024	218558		0		\$ 2,589.19	0
PAYROLL - 2024-01-18	1/18/2024	218559		0		\$ 1,895.79	0
PAYROLL - 2024-01-18	1/18/2024	218560		0		\$ 2,098.45	0
PAYROLL - 2024-01-18	1/18/2024	218561		0		\$ 1,959.25	0
PAYROLL - 2024-01-18	1/18/2024	218562		0		\$ 1,833.86	0
PAYROLL - 2024-01-18	1/18/2024	218563		0		\$ 1,610.85	0
PAYROLL - 2024-01-18	1/18/2024	218564		0		\$ 2,002.29	0
PAYROLL - 2024-01-18	1/18/2024	218565		0		\$ 1,886.08	0
PAYROLL - 2024-01-18	1/18/2024	218566		0		\$ 2,211.08	0
PAYROLL - 2024-01-18	1/18/2024	218567		0		\$ 1,605.31	0
PAYROLL - 2024-01-18	1/18/2024	218568		0		\$ 2,061.17	0
PAYROLL - 2024-01-18	1/18/2024	218569		0		\$ 2,265.01	0
PAYROLL - 2024-01-18	1/18/2024	218570		0		\$ 3,323.76	0
PAYROLL - 2024-01-18	1/18/2024	218571		0		\$ 1,900.58	0
PAYROLL - 2024-01-18	1/18/2024	218572		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218573		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218574		0		\$ 110.75	0
PAYROLL - 2024-01-18	1/18/2024	218575		0		\$ 1,029.96	0
PAYROLL - 2024-01-18	1/18/2024	218576		0		\$ 1,981.82	0
PAYROLL - 2024-01-18	1/18/2024	218577		0		\$ 886.17	0
PAYROLL - 2024-01-18	1/18/2024	218578		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218579		0		\$ 1,639.71	0
PAYROLL - 2024-01-18	1/18/2024	218580		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218581		0		\$ 2,166.26	0
PAYROLL - 2024-01-18	1/18/2024	218582		0		\$ 73.84	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218583		0		\$ 695.91	0
PAYROLL - 2024-01-18	1/18/2024	218584		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218585		0		\$ 51.69	0
PAYROLL - 2024-01-18	1/18/2024	218586		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218587		0		\$ 2,103.68	0
PAYROLL - 2024-01-18	1/18/2024	218588		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218589		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218590		0		\$ 2,598.84	0
PAYROLL - 2024-01-18	1/18/2024	218591		0		\$ 24.36	0
PAYROLL - 2024-01-18	1/18/2024	218592		0		\$ 856.02	0
PAYROLL - 2024-01-18	1/18/2024	218593		0		\$ 107.08	0
PAYROLL - 2024-01-18	1/18/2024	218594		0		\$ 1,771.19	0
PAYROLL - 2024-01-18	1/18/2024	218595		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218596		0		\$ 84.92	0
PAYROLL - 2024-01-18	1/18/2024	218597		0		\$ 47.99	0
PAYROLL - 2024-01-18	1/18/2024	218598		0		\$ 2,405.85	0
PAYROLL - 2024-01-18	1/18/2024	218599		0		\$ 711.20	0
PAYROLL - 2024-01-18	1/18/2024	218600		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218601		0		\$ 145.16	0
PAYROLL - 2024-01-18	1/18/2024	218602		0		\$ 1,670.91	0
PAYROLL - 2024-01-18	1/18/2024	218603		0		\$ 781.76	0
PAYROLL - 2024-01-18	1/18/2024	218604		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218605		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218606		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218607		0		\$ 798.45	0
PAYROLL - 2024-01-18	1/18/2024	218608		0		\$ 107.08	0
PAYROLL - 2024-01-18	1/18/2024	218609		0		\$ 28.18	0
PAYROLL - 2024-01-18	1/18/2024	218610		0		\$ 25.84	0
PAYROLL - 2024-01-18	1/18/2024	218611		0		\$ 29.54	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218612		0		\$ 2,702.77	0
PAYROLL - 2024-01-18	1/18/2024	218613		0		\$ 2,850.28	0
PAYROLL - 2024-01-18	1/18/2024	218614		0		\$ 2,120.76	0
PAYROLL - 2024-01-18	1/18/2024	218615		0		\$ 1,717.68	0
PAYROLL - 2024-01-18	1/18/2024	218616		0		\$ 1,702.16	0
PAYROLL - 2024-01-18	1/18/2024	218617		0		\$ 2,303.30	0
PAYROLL - 2024-01-18	1/18/2024	218618		0		\$ 2,041.61	0
PAYROLL - 2024-01-18	1/18/2024	218619		0		\$ 2,136.11	0
PAYROLL - 2024-01-18	1/18/2024	218620		0		\$ 2,317.78	0
PAYROLL - 2024-01-18	1/18/2024	218621		0		\$ 3,281.44	0
PAYROLL - 2024-01-18	1/18/2024	218622		0		\$ 2,218.92	0
PAYROLL - 2024-01-18	1/18/2024	218623		0		\$ 1,847.13	0
PAYROLL - 2024-01-18	1/18/2024	218624		0		\$ 1,961.05	0
PAYROLL - 2024-01-18	1/18/2024	218625		0		\$ 2,317.51	0
PAYROLL - 2024-01-18	1/18/2024	218626		0		\$ 2,861.80	0
PAYROLL - 2024-01-18	1/18/2024	218627		0		\$ 1,911.38	0
PAYROLL - 2024-01-18	1/18/2024	218628		0		\$ 2,187.55	0
PAYROLL - 2024-01-18	1/18/2024	218629		0		\$ 2,172.37	0
PAYROLL - 2024-01-18	1/18/2024	218630		0		\$ 1,777.64	0
PAYROLL - 2024-01-18	1/18/2024	218631		0		\$ 2,138.48	0
PAYROLL - 2024-01-18	1/18/2024	218632		0		\$ 2,782.23	0
PAYROLL - 2024-01-18	1/18/2024	218633		0		\$ 2,033.69	0
PAYROLL - 2024-01-18	1/18/2024	218634		0		\$ 2,442.01	0
PAYROLL - 2024-01-18	1/18/2024	218635		0		\$ 2,083.65	0
PAYROLL - 2024-01-18	1/18/2024	218636		0		\$ 1,825.70	0
PAYROLL - 2024-01-18	1/18/2024	218637		0		\$ 1,688.55	0
PAYROLL - 2024-01-18	1/18/2024	218638		0		\$ 2,491.71	0
PAYROLL - 2024-01-18	1/18/2024	218639		0		\$ 1,694.64	0
PAYROLL - 2024-01-18	1/18/2024	218640		0		\$ 1,847.90	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218641		0		\$ 2,020.32	0
PAYROLL - 2024-01-18	1/18/2024	218642		0		\$ 1,809.96	0
PAYROLL - 2024-01-18	1/18/2024	218643		0		\$ 2,096.14	0
PAYROLL - 2024-01-18	1/18/2024	218644		0		\$ 5,177.84	0
PAYROLL - 2024-01-18	1/18/2024	218645		0		\$ 4,285.17	0
PAYROLL - 2024-01-18	1/18/2024	218646		0		\$ 2,151.22	0
PAYROLL - 2024-01-18	1/18/2024	218647		0		\$ 4,232.65	0
PAYROLL - 2024-01-18	1/18/2024	218648		0		\$ 5,017.79	0
PAYROLL - 2024-01-18	1/18/2024	218649		0		\$ 3,096.66	0
PAYROLL - 2024-01-18	1/18/2024	218650		0		\$ 4,538.63	0
PAYROLL - 2024-01-18	1/18/2024	218651		0		\$ 5,281.90	0
PAYROLL - 2024-01-18	1/18/2024	218652		0		\$ 6,504.56	0
PAYROLL - 2024-01-18	1/18/2024	218653		0		\$ 4,628.86	0
PAYROLL - 2024-01-18	1/18/2024	218654		0		\$ 4,245.87	0
PAYROLL - 2024-01-18	1/18/2024	218655		0		\$ 3,446.18	0
PAYROLL - 2024-01-18	1/18/2024	218656		0		\$ 4,186.26	0
PAYROLL - 2024-01-18	1/18/2024	218657		0		\$ 3,399.08	0
PAYROLL - 2024-01-18	1/18/2024	218658		0		\$ 3,081.59	0
PAYROLL - 2024-01-18	1/18/2024	218659		0		\$ 4,906.59	0
PAYROLL - 2024-01-18	1/18/2024	218660		0		\$ 4,616.52	0
PAYROLL - 2024-01-18	1/18/2024	218661		0		\$ 4,015.81	0
PAYROLL - 2024-01-18	1/18/2024	218662		0		\$ 4,200.13	0
PAYROLL - 2024-01-18	1/18/2024	218663		0		\$ 4,311.47	0
PAYROLL - 2024-01-18	1/18/2024	218664		0		\$ 4,174.92	0
PAYROLL - 2024-01-18	1/18/2024	218665		0		\$ 4,227.07	0
PAYROLL - 2024-01-18	1/18/2024	218666		0		\$ 5,978.97	0
PAYROLL - 2024-01-18	1/18/2024	218667		0		\$ 4,915.28	0
PAYROLL - 2024-01-18	1/18/2024	218668		0		\$ 4,445.45	0
PAYROLL - 2024-01-18	1/18/2024	218669		0		\$ 4,320.76	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218670		0		\$ 3,840.43	0
PAYROLL - 2024-01-18	1/18/2024	218671		0		\$ 4,905.57	0
PAYROLL - 2024-01-18	1/18/2024	218672		0		\$ 5,326.94	0
PAYROLL - 2024-01-18	1/18/2024	218673		0		\$ 2,837.58	0
PAYROLL - 2024-01-18	1/18/2024	218674		0		\$ 4,596.78	0
PAYROLL - 2024-01-18	1/18/2024	218675		0		\$ 3,154.53	0
PAYROLL - 2024-01-18	1/18/2024	218676		0		\$ 3,666.46	0
PAYROLL - 2024-01-18	1/18/2024	218677		0		\$ 4,928.84	0
PAYROLL - 2024-01-18	1/18/2024	218678		0		\$ 5,418.08	0
PAYROLL - 2024-01-18	1/18/2024	218679		0		\$ 6,534.48	0
PAYROLL - 2024-01-18	1/18/2024	218680		0		\$ 8,759.23	0
PAYROLL - 2024-01-18	1/18/2024	218681		0		\$ 4,745.27	0
PAYROLL - 2024-01-18	1/18/2024	218682		0		\$ 5,234.45	0
PAYROLL - 2024-01-18	1/18/2024	218683		0		\$ 4,400.95	0
PAYROLL - 2024-01-18	1/18/2024	218684		0		\$ 3,187.80	0
PAYROLL - 2024-01-18	1/18/2024	218685		0		\$ 1,384.26	0
PAYROLL - 2024-01-18	1/18/2024	218686		0		\$ 5,085.13	0
PAYROLL - 2024-01-18	1/18/2024	218687		0		\$ 3,654.11	0
PAYROLL - 2024-01-18	1/18/2024	218688		0		\$ 4,143.50	0
PAYROLL - 2024-01-18	1/18/2024	218689		0		\$ 3,830.70	0
PAYROLL - 2024-01-18	1/18/2024	218690		0		\$ 5,262.77	0
PAYROLL - 2024-01-18	1/18/2024	218691		0		\$ 1,678.42	0
PAYROLL - 2024-01-18	1/18/2024	218692		0		\$ 3,387.19	0
PAYROLL - 2024-01-18	1/18/2024	218693		0		\$ 5,226.97	0
PAYROLL - 2024-01-18	1/18/2024	218694		0		\$ 4,592.13	0
PAYROLL - 2024-01-18	1/18/2024	218695		0		\$ 2,382.32	0
PAYROLL - 2024-01-18	1/18/2024	218696		0		\$ 3,451.92	0
PAYROLL - 2024-01-18	1/18/2024	218697		0		\$ 3,592.77	0
PAYROLL - 2024-01-18	1/18/2024	218698		0		\$ 3,634.15	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218699		0		\$ 5,531.45	0
PAYROLL - 2024-01-18	1/18/2024	218700		0		\$ 6,119.08	0
PAYROLL - 2024-01-18	1/18/2024	218701		0		\$ 4,093.39	0
PAYROLL - 2024-01-18	1/18/2024	218702		0		\$ 5,033.81	0
PAYROLL - 2024-01-18	1/18/2024	218703		0		\$ 4,590.09	0
PAYROLL - 2024-01-18	1/18/2024	218704		0		\$ 3,839.44	0
PAYROLL - 2024-01-18	1/18/2024	218705		0		\$ 5,616.58	0
PAYROLL - 2024-01-18	1/18/2024	218706		0		\$ 3,929.93	0
PAYROLL - 2024-01-18	1/18/2024	218707		0		\$ 5,366.88	0
PAYROLL - 2024-01-18	1/18/2024	218708		0		\$ 3,576.56	0
PAYROLL - 2024-01-18	1/18/2024	218709		0		\$ 4,149.51	0
PAYROLL - 2024-01-18	1/18/2024	218710		0		\$ 5,289.87	0
PAYROLL - 2024-01-18	1/18/2024	218711		0		\$ 4,291.23	0
PAYROLL - 2024-01-18	1/18/2024	218712		0		\$ 5,465.40	0
PAYROLL - 2024-01-18	1/18/2024	218713		0		\$ 5,219.62	0
PAYROLL - 2024-01-18	1/18/2024	218714		0		\$ 5,026.27	0
PAYROLL - 2024-01-18	1/18/2024	218715		0		\$ 1,377.73	0
PAYROLL - 2024-01-18	1/18/2024	218716		0		\$ 3,529.58	0
PAYROLL - 2024-01-18	1/18/2024	218717		0		\$ 4,918.82	0
PAYROLL - 2024-01-18	1/18/2024	218718		0		\$ 4,793.57	0
PAYROLL - 2024-01-18	1/18/2024	218719		0		\$ 4,735.06	0
PAYROLL - 2024-01-18	1/18/2024	218720		0		\$ 3,950.55	0
PAYROLL - 2024-01-18	1/18/2024	218721		0		\$ 3,103.09	0
PAYROLL - 2024-01-18	1/18/2024	218722		0		\$ 3,833.47	0
PAYROLL - 2024-01-18	1/18/2024	218723		0		\$ 1,892.55	0
PAYROLL - 2024-01-18	1/18/2024	218724		0		\$ 6,354.86	0
PAYROLL - 2024-01-18	1/18/2024	218725		0		\$ 3,693.69	0
PAYROLL - 2024-01-18	1/18/2024	218726		0		\$ 4,386.01	0
PAYROLL - 2024-01-18	1/18/2024	218727		0		\$ 1,316.05	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218728		0		\$ 2,343.30	0
PAYROLL - 2024-01-18	1/18/2024	218729		0		\$ 2,732.59	0
PAYROLL - 2024-01-18	1/18/2024	218730		0		\$ 3,653.42	0
PAYROLL - 2024-01-18	1/18/2024	218731		0		\$ 3,797.74	0
PAYROLL - 2024-01-18	1/18/2024	218732		0		\$ 3,413.13	0
PAYROLL - 2024-01-18	1/18/2024	218733		0		\$ 1,995.08	0
PAYROLL - 2024-01-18	1/18/2024	218734		0		\$ 4,435.80	0
PAYROLL - 2024-01-18	1/18/2024	218735		0		\$ 4,287.72	0
PAYROLL - 2024-01-18	1/18/2024	218736		0		\$ 3,145.32	0
PAYROLL - 2024-01-18	1/18/2024	218737		0		\$ 4,951.22	0
PAYROLL - 2024-01-18	1/18/2024	218738		0		\$ 3,203.25	0
PAYROLL - 2024-01-18	1/18/2024	218739		0		\$ 4,470.70	0
PAYROLL - 2024-01-18	1/18/2024	218740		0		\$ 1,741.38	0
PAYROLL - 2024-01-18	1/18/2024	218741		0		\$ 3,244.72	0
PAYROLL - 2024-01-18	1/18/2024	218742		0		\$ 2,036.81	0
PAYROLL - 2024-01-18	1/18/2024	218743		0		\$ 4,591.56	0
PAYROLL - 2024-01-18	1/18/2024	218744		0		\$ 2,095.71	0
PAYROLL - 2024-01-18	1/18/2024	218745		0		\$ 3,521.42	0
PAYROLL - 2024-01-18	1/18/2024	218746		0		\$ 3,347.25	0
PAYROLL - 2024-01-18	1/18/2024	218747		0		\$ 4,776.38	0
PAYROLL - 2024-01-18	1/18/2024	218748		0		\$ 4,093.63	0
PAYROLL - 2024-01-18	1/18/2024	218749		0		\$ 4,237.24	0
PAYROLL - 2024-01-18	1/18/2024	218750		0		\$ 14,362.21	0
PAYROLL - 2024-01-18	1/18/2024	218751		0		\$ 3,009.34	0
PAYROLL - 2024-01-18	1/18/2024	218752		0		\$ 3,167.36	0
PAYROLL - 2024-01-18	1/18/2024	218753		0		\$ 3,237.32	0
PAYROLL - 2024-01-18	1/18/2024	218754		0		\$ 3,680.36	0
PAYROLL - 2024-01-18	1/18/2024	218755		0		\$ 1,542.06	0
PAYROLL - 2024-01-18	1/18/2024	218756		0		\$ 1,694.90	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218757		0		\$ 4,419.02	0
PAYROLL - 2024-01-18	1/18/2024	218758		0		\$ 2,893.68	0
PAYROLL - 2024-01-18	1/18/2024	218759		0		\$ 4,326.65	0
PAYROLL - 2024-01-18	1/18/2024	218760		0		\$ 1,671.81	0
PAYROLL - 2024-01-18	1/18/2024	218761		0		\$ 4,749.68	0
PAYROLL - 2024-01-18	1/18/2024	218762		0		\$ 3,782.59	0
PAYROLL - 2024-01-18	1/18/2024	218763		0		\$ 2,571.89	0
PAYROLL - 2024-01-18	1/18/2024	218764		0		\$ 1,900.94	0
PAYROLL - 2024-01-18	1/18/2024	218765		0		\$ 5,391.67	0
PAYROLL - 2024-01-18	1/18/2024	218766		0		\$ 3,372.73	0
PAYROLL - 2024-01-18	1/18/2024	218767		0		\$ 4,063.78	0
PAYROLL - 2024-01-18	1/18/2024	218768		0		\$ 2,477.14	0
PAYROLL - 2024-01-18	1/18/2024	218769		0		\$ 2,696.73	0
PAYROLL - 2024-01-18	1/18/2024	218770		0		\$ 4,854.89	0
PAYROLL - 2024-01-18	1/18/2024	218771		0		\$ 3,354.30	0
PAYROLL - 2024-01-18	1/18/2024	218772		0		\$ 2,917.41	0
PAYROLL - 2024-01-18	1/18/2024	218773		0		\$ 1,590.58	0
PAYROLL - 2024-01-18	1/18/2024	218774		0		\$ 2,889.84	0
PAYROLL - 2024-01-18	1/18/2024	218775		0		\$ 3,572.83	0
PAYROLL - 2024-01-18	1/18/2024	218776		0		\$ 2,879.23	0
PAYROLL - 2024-01-18	1/18/2024	218777		0		\$ 3,603.32	0
PAYROLL - 2024-01-18	1/18/2024	218778		0		\$ 4,484.62	0
PAYROLL - 2024-01-18	1/18/2024	218779		0		\$ 3,115.78	0
PAYROLL - 2024-01-18	1/18/2024	218780		0		\$ 1,454.66	0
PAYROLL - 2024-01-18	1/18/2024	218781		0		\$ 2,587.38	0
PAYROLL - 2024-01-18	1/18/2024	218782		0		\$ 1,567.25	0
PAYROLL - 2024-01-18	1/18/2024	218783		0		\$ 3,890.57	0
PAYROLL - 2024-01-18	1/18/2024	218784		0		\$ 2,591.79	0
PAYROLL - 2024-01-18	1/18/2024	218785		0		\$ 4,234.38	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218786		0		\$ 4,330.73	0
PAYROLL - 2024-01-18	1/18/2024	218787		0		\$ 4,888.76	0
PAYROLL - 2024-01-18	1/18/2024	218788		0		\$ 2,937.86	0
PAYROLL - 2024-01-18	1/18/2024	218789		0		\$ 1,441.16	0
PAYROLL - 2024-01-18	1/18/2024	218790		0		\$ 4,829.87	0
PAYROLL - 2024-01-18	1/18/2024	218791		0		\$ 1,722.17	0
PAYROLL - 2024-01-18	1/18/2024	218792		0		\$ 4,655.81	0
PAYROLL - 2024-01-18	1/18/2024	218793		0		\$ 3,588.69	0
PAYROLL - 2024-01-18	1/18/2024	218794		0		\$ 4,515.54	0
PAYROLL - 2024-01-18	1/18/2024	218795		0		\$ 3,509.47	0
PAYROLL - 2024-01-18	1/18/2024	218796		0		\$ 3,808.26	0
PAYROLL - 2024-01-18	1/18/2024	218797		0		\$ 2,122.74	0
PAYROLL - 2024-01-18	1/18/2024	218798		0		\$ 1,543.21	0
PAYROLL - 2024-01-18	1/18/2024	218799		0		\$ 1,701.78	0
PAYROLL - 2024-01-18	1/18/2024	218800		0		\$ 1,476.51	0
PAYROLL - 2024-01-18	1/18/2024	218801		0		\$ 3,868.00	0
PAYROLL - 2024-01-18	1/18/2024	218802		0		\$ 4,550.70	0
PAYROLL - 2024-01-18	1/18/2024	218803		0		\$ 1,643.30	0
PAYROLL - 2024-01-18	1/18/2024	218804		0		\$ 2,122.62	0
PAYROLL - 2024-01-18	1/18/2024	218805		0		\$ 2,253.24	0
PAYROLL - 2024-01-18	1/18/2024	218806		0		\$ 4,213.79	0
PAYROLL - 2024-01-18	1/18/2024	218807		0		\$ 1,580.89	0
PAYROLL - 2024-01-18	1/18/2024	218808		0		\$ 5,298.71	0
PAYROLL - 2024-01-18	1/18/2024	218809		0		\$ 5,064.80	0
PAYROLL - 2024-01-18	1/18/2024	218810		0		\$ 2,133.35	0
PAYROLL - 2024-01-18	1/18/2024	218811		0		\$ 2,120.15	0
PAYROLL - 2024-01-18	1/18/2024	218812		0		\$ 5,540.46	0
PAYROLL - 2024-01-18	1/18/2024	218813		0		\$ 3,670.96	0
PAYROLL - 2024-01-18	1/18/2024	218814		0		\$ 1,631.63	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218815		0		\$ 6,116.53	0
PAYROLL - 2024-01-18	1/18/2024	218816		0		\$ 5,132.74	0
PAYROLL - 2024-01-18	1/18/2024	218817		0		\$ 2,771.99	0
PAYROLL - 2024-01-18	1/18/2024	218818		0		\$ 3,154.11	0
PAYROLL - 2024-01-18	1/18/2024	218819		0		\$ 1,587.92	0
PAYROLL - 2024-01-18	1/18/2024	218820		0		\$ 2,423.31	0
PAYROLL - 2024-01-18	1/18/2024	218821		0		\$ 6,582.83	0
PAYROLL - 2024-01-18	1/18/2024	218822		0		\$ 3,153.78	0
PAYROLL - 2024-01-18	1/18/2024	218823		0		\$ 3,866.27	0
PAYROLL - 2024-01-18	1/18/2024	218824		0		\$ 4,272.05	0
PAYROLL - 2024-01-18	1/18/2024	218825		0		\$ 3,109.43	0
PAYROLL - 2024-01-18	1/18/2024	218826		0		\$ 2,701.96	0
PAYROLL - 2024-01-18	1/18/2024	218827		0		\$ 3,225.32	0
PAYROLL - 2024-01-18	1/18/2024	218828		0		\$ 1,653.42	0
PAYROLL - 2024-01-18	1/18/2024	218829		0		\$ 4,764.60	0
PAYROLL - 2024-01-18	1/18/2024	218830		0		\$ 3,494.46	0
PAYROLL - 2024-01-18	1/18/2024	218831		0		\$ 1,586.85	0
PAYROLL - 2024-01-18	1/18/2024	218832		0		\$ 2,687.96	0
PAYROLL - 2024-01-18	1/18/2024	218833		0		\$ 2,951.25	0
PAYROLL - 2024-01-18	1/18/2024	218834		0		\$ 5,913.16	0
PAYROLL - 2024-01-18	1/18/2024	218835		0		\$ 3,942.33	0
PAYROLL - 2024-01-18	1/18/2024	218836		0		\$ 4,637.41	0
PAYROLL - 2024-01-18	1/18/2024	218837		0		\$ 2,737.86	0
PAYROLL - 2024-01-18	1/18/2024	218838		0		\$ 4,131.60	0
PAYROLL - 2024-01-18	1/18/2024	218839		0		\$ 1,620.89	0
PAYROLL - 2024-01-18	1/18/2024	218840		0		\$ 4,793.76	0
PAYROLL - 2024-01-18	1/18/2024	218841		0		\$ 2,621.76	0
PAYROLL - 2024-01-18	1/18/2024	218842		0		\$ 3,484.58	0
PAYROLL - 2024-01-18	1/18/2024	218843		0		\$ 2,483.42	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218844		0		\$ 3,200.03	0
PAYROLL - 2024-01-18	1/18/2024	218845		0		\$ 3,787.51	0
PAYROLL - 2024-01-18	1/18/2024	218846		0		\$ 1,831.56	0
PAYROLL - 2024-01-18	1/18/2024	218847		0		\$ 3,847.22	0
PAYROLL - 2024-01-18	1/18/2024	218848		0		\$ 3,780.95	0
PAYROLL - 2024-01-18	1/18/2024	218849		0		\$ 4,934.76	0
PAYROLL - 2024-01-18	1/18/2024	218850		0		\$ 2,892.66	0
PAYROLL - 2024-01-18	1/18/2024	218851		0		\$ 3,106.27	0
PAYROLL - 2024-01-18	1/18/2024	218852		0		\$ 3,090.56	0
PAYROLL - 2024-01-18	1/18/2024	218853		0		\$ 1,556.97	0
PAYROLL - 2024-01-18	1/18/2024	218854		0		\$ 1,737.70	0
PAYROLL - 2024-01-18	1/18/2024	218855		0		\$ 2,440.72	0
PAYROLL - 2024-01-18	1/18/2024	218856		0		\$ 2,426.26	0
PAYROLL - 2024-01-18	1/18/2024	218857		0		\$ 2,579.83	0
PAYROLL - 2024-01-18	1/18/2024	218858		0		\$ 1,750.22	0
PAYROLL - 2024-01-18	1/18/2024	218859		0		\$ 873.80	0
PAYROLL - 2024-01-18	1/18/2024	218860		0		\$ 2,430.01	0
PAYROLL - 2024-01-18	1/18/2024	218861		0		\$ 2,471.28	0
PAYROLL - 2024-01-18	1/18/2024	218862		0		\$ 2,439.31	0
PAYROLL - 2024-01-18	1/18/2024	218863		0		\$ 1,887.19	0
PAYROLL - 2024-01-18	1/18/2024	218864		0		\$ 2,424.15	0
PAYROLL - 2024-01-18	1/18/2024	218865		0		\$ 2,356.12	0
PAYROLL - 2024-01-18	1/18/2024	218866		0		\$ 2,796.76	0
PAYROLL - 2024-01-18	1/18/2024	218867		0		\$ 1,915.71	0
PAYROLL - 2024-01-18	1/18/2024	218868		0		\$ 1,797.13	0
PAYROLL - 2024-01-18	1/18/2024	218869		0		\$ 5,143.51	0
PAYROLL - 2024-01-18	1/18/2024	218870		0		\$ 1,707.71	0
PAYROLL - 2024-01-18	1/18/2024	218871		0		\$ 2,047.34	0
PAYROLL - 2024-01-18	1/18/2024	218872		0		\$ 2,372.87	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218873		0		\$ 2,029.34	0
PAYROLL - 2024-01-18	1/18/2024	218874		0		\$ 3,323.00	0
PAYROLL - 2024-01-18	1/18/2024	218875		0		\$ 1,956.55	0
PAYROLL - 2024-01-18	1/18/2024	218876		0		\$ 1,941.36	0
PAYROLL - 2024-01-18	1/18/2024	218877		0		\$ 1,785.54	0
PAYROLL - 2024-01-18	1/18/2024	218878		0		\$ 2,244.76	0
PAYROLL - 2024-01-18	1/18/2024	218879		0		\$ 2,230.57	0
PAYROLL - 2024-01-18	1/18/2024	218880		0		\$ 2,294.18	0
PAYROLL - 2024-01-18	1/18/2024	218881		0		\$ 3,009.62	0
PAYROLL - 2024-01-18	1/18/2024	218882		0		\$ 2,481.47	0
PAYROLL - 2024-01-18	1/18/2024	218883		0		\$ 1,740.29	0
PAYROLL - 2024-01-18	1/18/2024	218884		0		\$ 2,289.54	0
PAYROLL - 2024-01-18	1/18/2024	218885		0		\$ 1,731.05	0
PAYROLL - 2024-01-18	1/18/2024	218886		0		\$ 2,051.57	0
PAYROLL - 2024-01-18	1/18/2024	218887		0		\$ 2,068.47	0
PAYROLL - 2024-01-18	1/18/2024	218888		0		\$ 2,442.62	0
PAYROLL - 2024-01-18	1/18/2024	218889		0		\$ 2,051.76	0
PAYROLL - 2024-01-18	1/18/2024	218890		0		\$ 1,930.16	0
PAYROLL - 2024-01-18	1/18/2024	218891		0		\$ 2,422.61	0
PAYROLL - 2024-01-18	1/18/2024	218892		0		\$ 1,539.01	0
PAYROLL - 2024-01-18	1/18/2024	218893		0		\$ 3,242.28	0
PAYROLL - 2024-01-18	1/18/2024	218894		0		\$ 1,786.10	0
PAYROLL - 2024-01-18	1/18/2024	218895		0		\$ 2,095.69	0
PAYROLL - 2024-01-18	1/18/2024	218896		0		\$ 3,438.36	0
PAYROLL - 2024-01-18	1/18/2024	218897		0		\$ 2,081.49	0
PAYROLL - 2024-01-18	1/18/2024	218898		0		\$ 1,896.90	0
PAYROLL - 2024-01-18	1/18/2024	218899		0		\$ 2,002.89	0
PAYROLL - 2024-01-18	1/18/2024	218900		0		\$ 1,921.53	0
PAYROLL - 2024-01-18	1/18/2024	218901		0		\$ 1,936.15	0

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PAYROLL - 2024-01-18	1/18/2024	218902		0		\$ 261.86	0
PAYROLL - 2024-01-18	1/18/2024	218903		0		\$ 2,151.17	0
PAYROLL - 2024-01-18	1/18/2024	218904		0		\$ 1,993.62	0
PAYROLL - 2024-01-18	1/18/2024	218905		0		\$ 5,319.16	0
PAYROLL - 2024-01-18	1/18/2024	218906		0		\$ 1,516.35	0
PAYROLL - 2024-01-18	1/18/2024	218907		0		\$ 1,744.36	0
PAYROLL - 2024-01-18	1/18/2024	218908		0		\$ 2,139.14	0
PAYROLL - 2024-01-18	1/18/2024	218909		0		\$ 2,463.34	0
PAYROLL - 2024-01-18	1/18/2024	218910		0		\$ 2,078.05	0
PAYROLL - 2024-01-18	1/18/2024	218911		0		\$ 2,168.22	0
PAYROLL - 2024-01-18	1/18/2024	218912		0		\$ 2,134.68	0
PAYROLL - 2024-01-18	1/18/2024	218913		0		\$ 2,246.17	0
PAYROLL - 2024-01-18	1/18/2024	218914		0		\$ 1,503.82	0
PAYROLL - 2024-01-18	1/18/2024	218915		0		\$ 1,680.38	0
PAYROLL - 2024-01-18	1/18/2024	218916		0		\$ 1,803.19	0
PAYROLL - 2024-01-18	1/18/2024	218917		0		\$ 2,437.97	0
PAYROLL - 2024-01-18	1/18/2024	218918		0		\$ 760.12	0
PAYROLL - 2024-01-18	1/18/2024	218919		0		\$ 2,332.66	0
PAYROLL - 2024-01-18	1/18/2024	218920		0		\$ 2,177.54	0
PAYROLL - 2024-01-18	1/18/2024	218921		0		\$ 1,888.73	0
PAYROLL - 2024-01-18	1/18/2024	218922		0		\$ 2,415.94	0
PAYROLL - 2024-01-18	1/18/2024	218923		0		\$ 2,236.62	0
PAYROLL - 2024-01-18	1/18/2024	218924		0		\$ 2,159.01	0
PAYROLL - 2024-01-18	1/18/2024	218925		0		\$ 2,200.85	0
PAYROLL - 2024-01-18	1/18/2024	218926		0		\$ 1,247.95	0
PAYROLL - 2024-01-18	1/18/2024	218927		0		\$ 1,019.61	0
PAYROLL - 2024-01-18	1/18/2024	218928		0		\$ 1,291.79	0
PAYROLL - 2024-01-18	1/18/2024	218929		0		\$ 2,397.49	0
PAYROLL - 2024-01-18	1/18/2024	218930		0		\$ 2,185.67	0

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CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218931		0		\$ 1,942.57	0
PAYROLL - 2024-01-18	1/18/2024	218932		0		\$ 1,580.54	0
PAYROLL - 2024-01-18	1/18/2024	218933		0		\$ 1,979.80	0
PAYROLL - 2024-01-18	1/18/2024	218934		0		\$ 2,061.71	0
PAYROLL - 2024-01-18	1/18/2024	218935		0		\$ 1,651.99	0
PAYROLL - 2024-01-18	1/18/2024	218936		0		\$ 2,287.26	0
PAYROLL - 2024-01-18	1/18/2024	218937		0		\$ 2,548.92	0
PAYROLL - 2024-01-18	1/18/2024	218938		0		\$ 1,904.10	0
PAYROLL - 2024-01-18	1/18/2024	218939		0		\$ 2,070.06	0
PAYROLL - 2024-01-18	1/18/2024	218940		0		\$ 2,287.47	0
PAYROLL - 2024-01-18	1/18/2024	218941		0		\$ 1,626.02	0
PAYROLL - 2024-01-18	1/18/2024	218942		0		\$ 2,497.99	0
PAYROLL - 2024-01-18	1/18/2024	218943		0		\$ 2,132.65	0
PAYROLL - 2024-01-18	1/18/2024	218944		0		\$ 1,832.49	0
PAYROLL - 2024-01-18	1/18/2024	218945		0		\$ 2,999.76	0
PAYROLL - 2024-01-18	1/18/2024	218946		0		\$ 2,318.42	0
PAYROLL - 2024-01-18	1/18/2024	218947		0		\$ 2,989.91	0
PAYROLL - 2024-01-18	1/18/2024	218948		0		\$ 1,483.90	0
PAYROLL - 2024-01-18	1/18/2024	218949		0		\$ 2,501.04	0
PAYROLL - 2024-01-18	1/18/2024	218950		0		\$ 1,291.13	0
PAYROLL - 2024-01-18	1/18/2024	218951		0		\$ 1,033.08	0
PAYROLL - 2024-01-18	1/18/2024	218952		0		\$ 2,372.23	0
PAYROLL - 2024-01-18	1/18/2024	218953		0		\$ 5,485.61	0
PAYROLL - 2024-01-18	1/18/2024	218954		0		\$ 3,074.37	0
PAYROLL - 2024-01-18	1/18/2024	218955		0		\$ 1,538.78	0
PAYROLL - 2024-01-18	1/18/2024	218956		0		\$ 1,582.66	0
PAYROLL - 2024-01-18	1/18/2024	218957		0		\$ 1,825.39	0
PAYROLL - 2024-01-18	1/18/2024	218958		0		\$ 3,094.23	0
PAYROLL - 2024-01-18	1/18/2024	218959		0		\$ 3,625.79	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218960		0		\$ 2,133.53	0
PAYROLL - 2024-01-18	1/18/2024	218961		0		\$ 2,729.46	0
PAYROLL - 2024-01-18	1/18/2024	218962		0		\$ 1,978.11	0
PAYROLL - 2024-01-18	1/18/2024	218963		0		\$ 1,643.50	0
PAYROLL - 2024-01-18	1/18/2024	218964		0		\$ 2,269.91	0
PAYROLL - 2024-01-18	1/18/2024	218965		0		\$ 1,445.15	0
PAYROLL - 2024-01-18	1/18/2024	218966		0		\$ 1,830.16	0
PAYROLL - 2024-01-18	1/18/2024	218967		0		\$ 2,003.75	0
PAYROLL - 2024-01-18	1/18/2024	218968		0		\$ 2,162.72	0
PAYROLL - 2024-01-18	1/18/2024	218969		0		\$ 2,151.54	0
PAYROLL - 2024-01-18	1/18/2024	218970		0		\$ 4,244.73	0
PAYROLL - 2024-01-18	1/18/2024	218971		0		\$ 1,737.17	0
PAYROLL - 2024-01-18	1/18/2024	218972		0		\$ 2,947.20	0
PAYROLL - 2024-01-18	1/18/2024	218973		0		\$ 2,222.12	0
PAYROLL - 2024-01-18	1/18/2024	218974		0		\$ 2,891.07	0
PAYROLL - 2024-01-18	1/18/2024	218975		0		\$ 1,239.25	0
PAYROLL - 2024-01-18	1/18/2024	218976		0		\$ 3,241.79	0
PAYROLL - 2024-01-18	1/18/2024	218977		0		\$ 2,244.10	0
PAYROLL - 2024-01-18	1/18/2024	218978		0		\$ 2,557.00	0
PAYROLL - 2024-01-18	1/18/2024	218979		0		\$ 2,914.99	0
PAYROLL - 2024-01-18	1/18/2024	218980		0		\$ 2,491.38	0
PAYROLL - 2024-01-18	1/18/2024	218981		0		\$ 3,329.49	0
PAYROLL - 2024-01-18	1/18/2024	218982		0		\$ 2,446.98	0
PAYROLL - 2024-01-18	1/18/2024	218983		0		\$ 3,257.59	0
PAYROLL - 2024-01-18	1/18/2024	218984		0		\$ 2,477.94	0
PAYROLL - 2024-01-18	1/18/2024	218985		0		\$ 1,578.34	0
PAYROLL - 2024-01-18	1/18/2024	218986		0		\$ 3,225.72	0
PAYROLL - 2024-01-18	1/18/2024	218987		0		\$ 1,644.80	0
PAYROLL - 2024-01-18	1/18/2024	218988		0		\$ 2,642.20	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	218989		0		\$ 1,829.24	0
PAYROLL - 2024-01-18	1/18/2024	218990		0		\$ 2,563.74	0
PAYROLL - 2024-01-18	1/18/2024	218991		0		\$ 4,052.81	0
PAYROLL - 2024-01-18	1/18/2024	218992		0		\$ 723.79	0
PAYROLL - 2024-01-18	1/18/2024	218993		0		\$ 4,806.07	0
PAYROLL - 2024-01-18	1/18/2024	218994		0		\$ 1,702.55	0
PAYROLL - 2024-01-18	1/18/2024	218995		0		\$ 2,603.73	0
PAYROLL - 2024-01-18	1/18/2024	218996		0		\$ 2,839.20	0
PAYROLL - 2024-01-18	1/18/2024	218997		0		\$ 1,295.18	0
PAYROLL - 2024-01-18	1/18/2024	218998		0		\$ 2,933.60	0
PAYROLL - 2024-01-18	1/18/2024	218999		0		\$ 1,880.32	0
PAYROLL - 2024-01-18	1/18/2024	219000		0		\$ 2,925.62	0
PAYROLL - 2024-01-18	1/18/2024	219001		0		\$ 879.24	0
PAYROLL - 2024-01-18	1/18/2024	219002		0		\$ 3,246.35	0
PAYROLL - 2024-01-18	1/18/2024	219003		0		\$ 1,805.13	0
PAYROLL - 2024-01-18	1/18/2024	219004		0		\$ 2,552.21	0
PAYROLL - 2024-01-18	1/18/2024	219005		0		\$ 3,652.89	0
PAYROLL - 2024-01-18	1/18/2024	219006		0		\$ 3,450.93	0
PAYROLL - 2024-01-18	1/18/2024	219007		0		\$ 2,784.84	0
PAYROLL - 2024-01-18	1/18/2024	219008		0		\$ 2,329.81	0
PAYROLL - 2024-01-18	1/18/2024	219009		0		\$ 3,003.17	0
PAYROLL - 2024-01-18	1/18/2024	219010		0		\$ 1,398.11	0
PAYROLL - 2024-01-18	1/18/2024	219011		0		\$ 3,109.09	0
PAYROLL - 2024-01-18	1/18/2024	219012		0		\$ 2,608.67	0
PAYROLL - 2024-01-18	1/18/2024	219013		0		\$ 2,563.19	0
PAYROLL - 2024-01-18	1/18/2024	219014		0		\$ 1,165.40	0
PAYROLL - 2024-01-18	1/18/2024	219015		0		\$ 1,190.85	0
PAYROLL - 2024-01-18	1/18/2024	219016		0		\$ 2,735.43	0
PAYROLL - 2024-01-18	1/18/2024	219017		0		\$ 979.89	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	219018		0		\$ 3,202.98	0
PAYROLL - 2024-01-18	1/18/2024	219019		0		\$ 1,946.53	0
PAYROLL - 2024-01-18	1/18/2024	219020		0		\$ 1,211.83	0
PAYROLL - 2024-01-18	1/18/2024	219021		0		\$ 2,108.73	0
PAYROLL - 2024-01-18	1/18/2024	219022		0		\$ 2,266.01	0
PAYROLL - 2024-01-18	1/18/2024	219023		0		\$ 1,970.94	0
PAYROLL - 2024-01-18	1/18/2024	219024		0		\$ 1,194.40	0
PAYROLL - 2024-01-18	1/18/2024	219025		0		\$ 1,763.81	0
PAYROLL - 2024-01-18	1/18/2024	219026		0		\$ 1,016.41	0
PAYROLL - 2024-01-18	1/18/2024	219027		0		\$ 883.06	0
PAYROLL - 2024-01-18	1/18/2024	219028		0		\$ 1,038.50	0
PAYROLL - 2024-01-18	1/18/2024	219029		0		\$ 1,136.15	0
PAYROLL - 2024-01-18	1/18/2024	219030		0		\$ 1,796.37	0
PAYROLL - 2024-01-18	1/18/2024	219031		0		\$ 145.59	0
PAYROLL - 2024-01-18	1/18/2024	219032		0		\$ 2,940.47	0
PAYROLL - 2024-01-18	1/18/2024	219033		0		\$ 1,439.43	0
PAYROLL - 2024-01-18	1/18/2024	219034		0		\$ 817.01	0
PAYROLL - 2024-01-18	1/18/2024	219035		0		\$ 1,928.19	0
PAYROLL - 2024-01-18	1/18/2024	219036		0		\$ 1,417.03	0
PAYROLL - 2024-01-18	1/18/2024	219037		0		\$ 2,064.09	0
PAYROLL - 2024-01-18	1/18/2024	219038		0		\$ 1,506.57	0
PAYROLL - 2024-01-18	1/18/2024	219039		0		\$ 1,014.49	0
PAYROLL - 2024-01-18	1/18/2024	219040		0		\$ 614.06	0
PAYROLL - 2024-01-18	1/18/2024	219041		0		\$ 1,551.47	0
PAYROLL - 2024-01-18	1/18/2024	219042		0		\$ 142.42	0
PAYROLL - 2024-01-18	1/18/2024	219043		0		\$ 1,518.05	0
PAYROLL - 2024-01-18	1/18/2024	219044		0		\$ 1,771.08	0
PAYROLL - 2024-01-18	1/18/2024	219045		0		\$ 636.04	0
PAYROLL - 2024-01-18	1/18/2024	219046		0		\$ 2,002.40	0

Payroll Direct Deposits / Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT	VOID AMT
PAYROLL - 2024-01-18	1/18/2024	219047		0		\$ 584.53	0
PAYROLL - 2024-01-18	1/18/2024	219048		0		\$ 167.27	0
PAYROLL - 2024-01-18	1/18/2024	219049		0		\$ 84.92	0
PAYROLL - 2024-01-18	1/18/2024	219050		0		\$ 527.81	0
PAYROLL - 2024-01-18	1/18/2024	219051		0		\$ 424.50	0
PAYROLL - 2024-01-18	1/18/2024	219052		0		\$ 75.00	0
PAYROLL - 2024-01-18	1/18/2024	219053		0		\$ 8,168.71	0
PAYROLL - 2024-01-18	TOTALS:					\$1,499,648.05	0
					Grand Total	\$3,058,466.10	0

Pension Checks 1/1/2024 - 1/31/2024

CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PENSION - 2024-01-31	1/31/2024	6657	N	0		\$1193.69
PENSION - 2024-01-31	1/31/2024	6658	N	0		\$972.90
PENSION - 2024-01-31	1/31/2024	6659	N	0		\$644.19
PENSION - 2024-01-31	1/31/2024	6660	N	0		\$1513.20
PENSION - 2024-01-31	1/31/2024	6661	N	0		\$32.65
PENSION - 2024-01-31	1/31/2024	6662	N	0		\$794.01
PENSION - 2024-01-31	1/31/2024	6663	N	0		\$1730.46
PENSION - 2024-01-31	1/31/2024	6664	N	0		\$829.90
PENSION - 2024-01-31	1/31/2024	6665	N	0		\$940.24
PENSION - 2024-01-31	1/31/2024	6666	N	0		\$874.99
PENSION - 2024-01-31	1/31/2024	6667	N	0		\$1276.07
PENSION - 2024-01-31	1/31/2024	6668	N	0		\$643.78
PENSION - 2024-01-31	1/31/2024	6669	N	0		\$1527.48
PENSION - 2024-01-31	1/31/2024	6670	N	0		\$991.24
PENSION - 2024-01-31	1/31/2024	6671	N	0		\$1248.20
PENSION - 2024-01-31	1/31/2024	6672	N	0		\$599.28
PENSION - 2024-01-31	1/31/2024	6673	N	0		\$727.62
PENSION - 2024-01-31	1/31/2024	6674	N	0		\$492.48
PENSION - 2024-01-31	1/31/2024	6675	N	0		\$1141.40
PENSION - 2024-01-31	1/31/2024	6676	N	0		\$1619.41
PENSION - 2024-01-31	1/31/2024	6677	N	0		\$1089.96
PENSION - 2024-01-31	1/31/2024	6678	N	0		\$2165.27
PENSION - 2024-01-31	1/31/2024	6679	N	0		\$530.45
PENSION - 2024-01-31	TOTALS:					\$23,578.87
					Grand Total	\$23,578.87



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority 3 - Focused Development

Subject:

Ordinance No. 2024-02, Amending Richland Municipal Code Sections 23.22.040, 23.38.080 and 23.22.090 to Increase Maximum Building Height Requirements in the Waterfront Zoning District (First Reading)

Department/Office
Development Services

Ordinance/Resolution Number:
2024-02

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-02 (Option A or Option B), amending Richland Municipal Code Sections 23.22.040, 23.38.080 and 23.22.090 to increase maximum building height requirements in the Waterfront zoning district.

Summary:

Ordinance No. 2024-02 will amend Richland Municipal Code Sections 23.22.040, 23.38.080 and 23.38.090 to increase the maximum building height in the Waterfront zoning district from 35-55 feet to 85 feet. Additionally, the proposal will remove the existing allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established within the Waterfront zone. This increased height allowance will allow taller buildings, including multi-family dwellings, thus leading to an opportunity for increased housing density.

The ordinance originally proposed and recommended by staff allows an increase in height to 85 feet for all structures unless otherwise governed by the City's Shoreline Master Program (SMP). This ordinance is attached as Option A. Staff's recommended ordinance was reviewed by the Planning Commission and a public hearing was held on December 13, 2023.

The Planning Commission recommends approval of the 85-foot maximum building height with additional requirements. If approved, the Planning Commission's additional requirements would take effect when any building exceeds the height of 55 feet, and would place a maximum threshold of on-site parking that may not be exceeded (sixty percent (60%) of the minimum parking requirement), require a developer to reduce the amount of surface parking by ten percent (10%), and require construction of a parking garage to accommodate at least thirty percent (30%) of the required on-site parking. The Planning Commission's recommended ordinance is attached as Option B.

Both ordinances are presented for Council consideration. Staff recommends Option A, which increases the building height in the waterfront zoning district without additional parking regulations.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 2024-02 (Option A)
2. Ordinance No. 2024-02 (Option B)
3. Planning Commission Staff Report (CA2023-105)
4. Memo to Planning Commission
5. Draft January 24, 2024 Planning Commission Meeting Minutes

Option A

ORDINANCE NO. 2024-02

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTIONS 23.22.040,
23.38.080 AND 23.38.090 RELATED TO ZONING REGULATIONS
AND HEIGHT REQUIREMENTS WITHIN THE WATERFRONT
ZONING DISTRICT.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to align it with best practices; and

WHEREAS, the Richland Planning Commission held a public hearing on December 13, 2023 to consider a proposed code amendment that would result in the overall height allowance in the Waterfront zoning district to be 85 feet; and

WHEREAS, after receiving public comment, the Richland Planning Commission favorably recommended adoption of the proposed Waterfront zoning district height allowance to Richland City Council with additional parking regulations as provided therein; and

WHEREAS, on February 20, 2024, Richland City Council was presented with the original Ordinance No. 2024-02 (Option A) proposed by staff and the amended Ordinance No. 2024-02 (Option B) recommended by the Richland Planning Commission; and

WHEREAS, after presentation and deliberation, Richland City Council determined to approve Ordinance No. 2024-02 (Option A).

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

Section 1. Richland Municipal Code Section 23.22.040, entitled Site requirements and development standards for commercial use districts, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 15-21, is hereby amended as follows:

23.22.040 Site requirements and development standards for commercial use districts.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units:square feet)	1:1,500	N/A	N/A	N/A	None	1:1,000	N/A	N/A

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3,11,13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD: 110 feet Medical: 140 feet Parkway: 50 feet Uptown: 50 feet	35 55/85 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	N/A	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.

4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.

5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.

6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:

a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC–Title 26 RMC). ~~Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet, unless the planning commission authorizes an increase in building height~~

~~to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.~~

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

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PLATE NO. 1 - 23.22.040

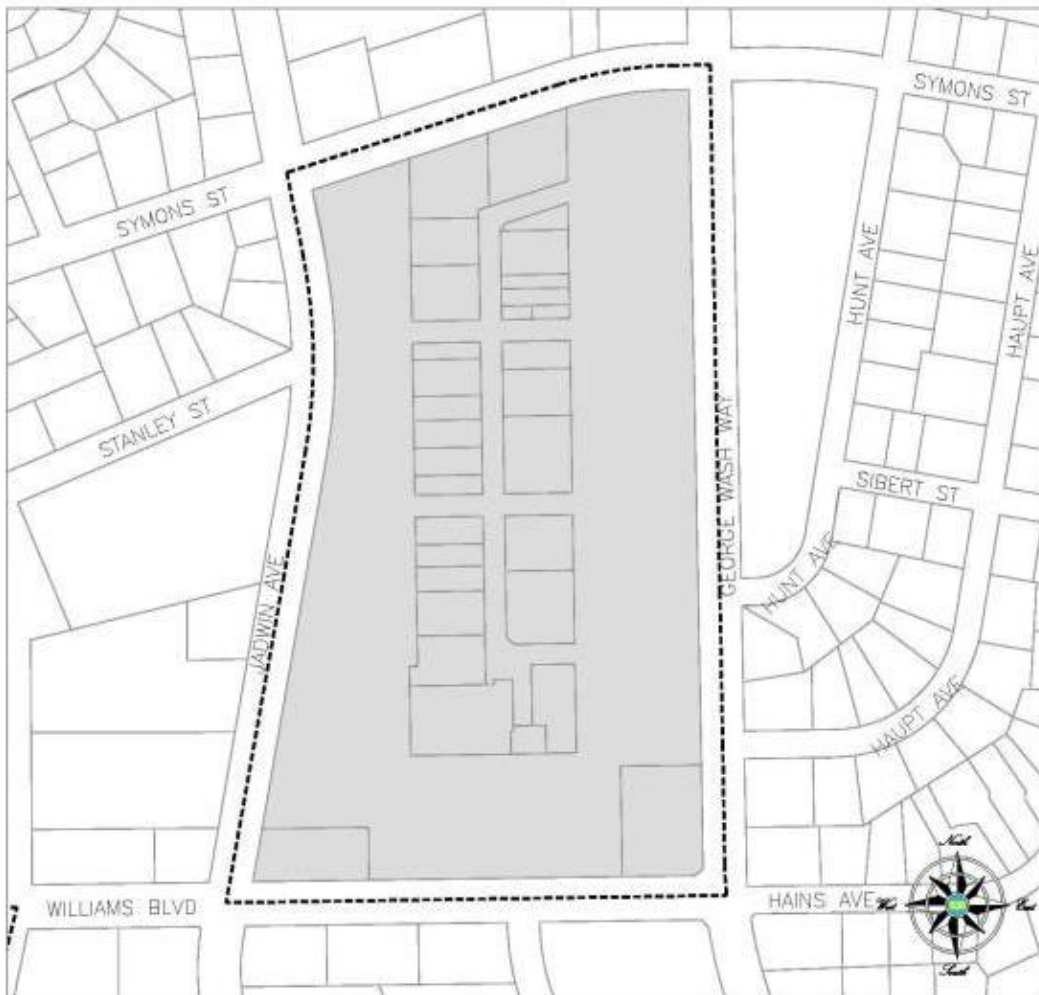
PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

Section 2. Richland Municipal Code Section 23.38.080, entitled Height restrictions, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 20-07, is hereby amended as follows:

23.38.080 Height restrictions.

A. Towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances may be erected on a building to a height greater than the limit established in any primary district with exception of the Waterfront use district where the overall height limit shall be 85 feet.

1. No such exception shall cover more than 15 percent of the total building footprint.
2. No such exception shall be used for other than a use incidental or accessory to the main use.
3. No such exception shall exceed the building height limit by more than 25 percent.

B. A chimney, civil defense siren, church spire, flag pole, monument, radio or TV antenna or necessary government or public utility structure may be erected to a height greater than the limit established in any primary district, provided:

1. No such exception shall cover more than five percent of the total building footprint.
2. This exception shall not be applied to wireless communication facilities otherwise regulated in Chapter 23.62 RMC.

C. In any district with a height of 35 feet or less, public and quasi-public buildings, schools, churches, hospitals, and other institutions permitted in the districts may be erected to a height not exceeding 50 feet, provided the front, rear, and side yards shall be increased one foot for each one foot by which the building exceeds the height limit hereinbefore established for the district.

Section 3. Richland Municipal Code Section 23.38.090, entitled Height restrictions – Exceptions, as first enacted by Ordinance No. 28-05, is hereby amended as follows:

23.38.090 Height limitations – Exceptions.

In any commercial or industrial district having a maximum height limitation, except the C-1 neighborhood retail business use district and the WF waterfront use district, buildings containing uses permitted in the districts may be erected to heights exceeding the maximum height limitation of the district in which they are located; provided, that minimum yard requirements shall be increased by one foot for each foot the building exceeds the height limitation of the district. Nothing in this section would preclude a stepped building with those portions of the building located closest to the required yards meeting the maximum building height requirement, while portions of the same building further removed from the required yards may exceed the height requirement.

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

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

Option B

ORDINANCE NO. 2024-02

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTIONS
23.22.040, 23.38.080 AND 23.38.090 RELATED TO ZONING
REGULATIONS AND HEIGHT REQUIREMENTS WITHIN THE
WATERFRONT ZONING DISTRICT.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to align it with best practices; and

WHEREAS, the Richland Planning Commission held a public hearing on December 13, 2023 to consider a proposed code amendment that would result in the overall height allowance in the Waterfront Zoning District to be 85 feet; and

WHEREAS, after receiving public comment, the Richland Planning Commission favorably recommended adoption of the proposed Waterfront zoning district height allowance to Richland City Council with additional parking regulations as provided therein; and

WHEREAS, on February 20, 2024, Richland City Council was presented with the original Ordinance No. 2024-02 (Option A) proposed by staff and the amended Ordinance No. 2024-02 (Option B) recommended by the Richland Planning Commission; and

WHEREAS, after presentation and deliberation, Richland City Council determined to approve Ordinance No. 2024-02 (Option B).

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

Section 1. Richland Municipal Code Section 23.22.040, entitled Site requirements and development standards for commercial use districts, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 15-21, is hereby amended as follows:

23.22.040 Site requirements and development standards for commercial use districts.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units:square feet)	1:1,500	N/A	N/A	N/A	None	1:1,000	N/A	N/A

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3,11,13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD: 110 feet Medical: 140 feet Parkway: 50 feet Uptown: 50 feet	35 55/85 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	N/A	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.

3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.

4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.

5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.

6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:

a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.

c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.

d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.

7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.

11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).

12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (~~RMC~~ Title 26 ~~RMC~~). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of ~~35~~ 55 feet; unless the project provides a maximum of 60% on-site (off-street)

parking with at least 30% of the overall required parking accounted for within a designated parking garage (above or below grade). ~~planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.~~

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

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PLATE NO. 1 - 23.22.040

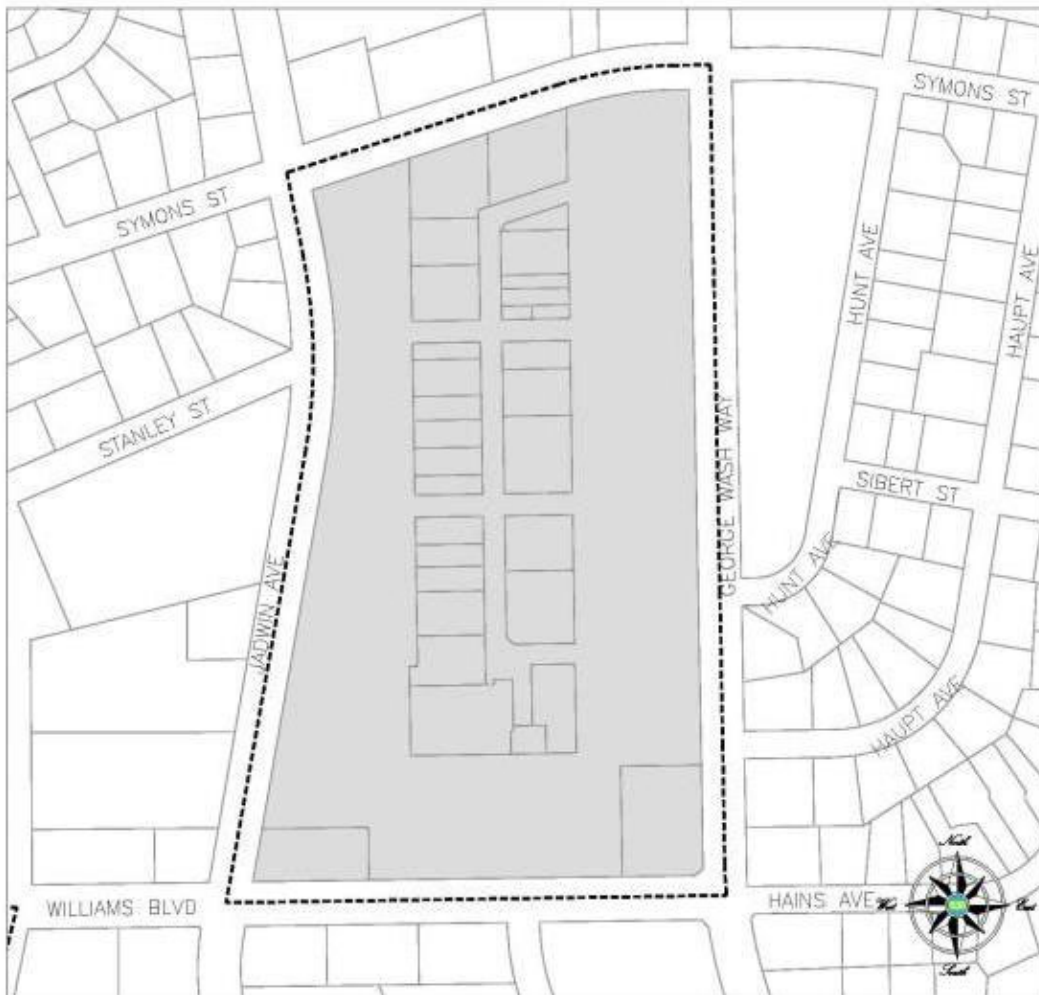
PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

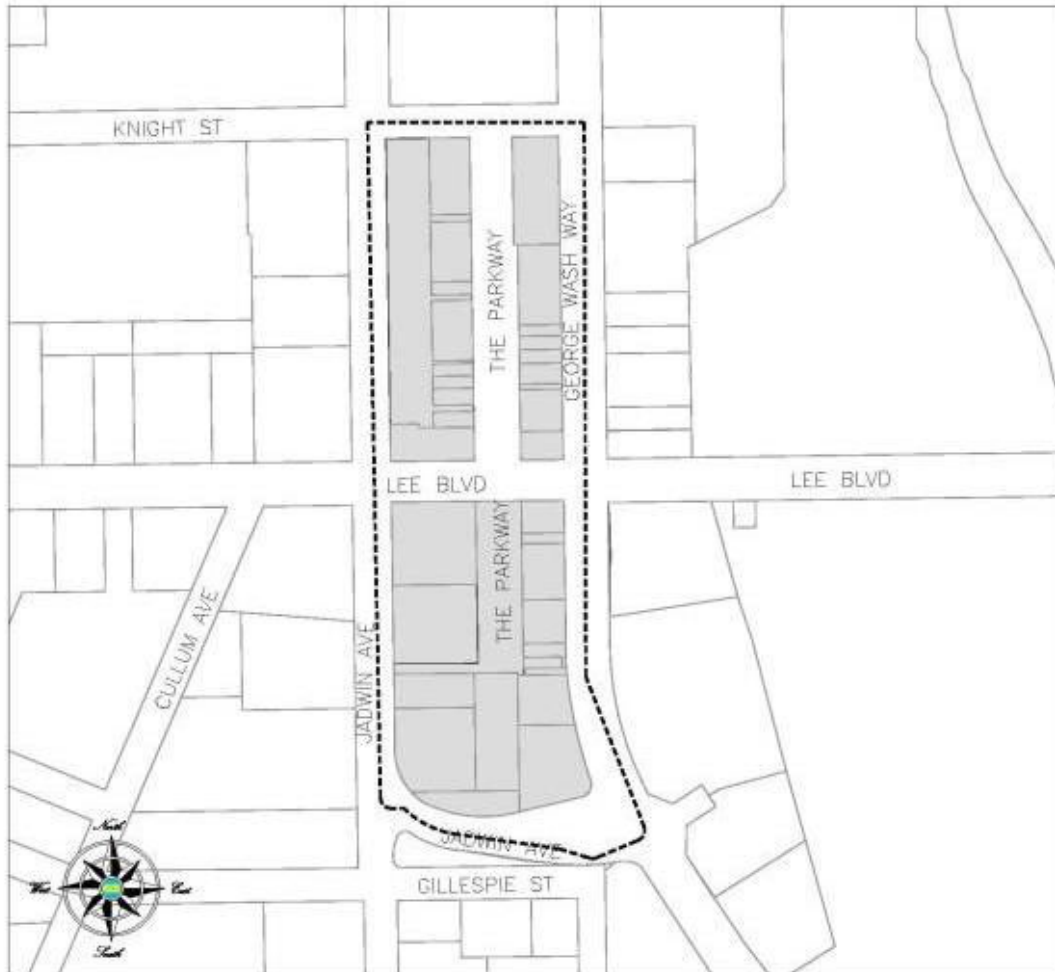
PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

Section 2. Richland Municipal Code Section 23.38.080, entitled Height restrictions, as first enacted by Ordinance No. 28-05, and last amended by Ordinance No. 20-07, is hereby amended as follows:

23.38.080 Height restrictions.

A. Towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances may be erected on a building to a height greater than the limit established in any primary district with exception of the Waterfront use district where the overall height limit shall be 85 feet.

1. No such exception shall cover more than 15 percent of the total building footprint.
2. No such exception shall be used for other than a use incidental or accessory to the main use.
3. No such exception shall exceed the building height limit by more than 25 percent.

B. A chimney, civil defense siren, church spire, flag pole, monument, radio or TV antenna or necessary government or public utility structure may be erected to a height greater than the limit established in any primary district, provided:

1. No such exception shall cover more than five percent of the total building footprint.
2. This exception shall not be applied to wireless communication facilities otherwise regulated in Chapter 23.62 RMC.

C. In any district with a height of 35 feet or less, public and quasi-public buildings, schools, churches, hospitals, and other institutions permitted in the districts may be erected to a height not exceeding 50 feet, provided the front, rear, and side yards shall be increased one foot for each one foot by which the building exceeds the height limit hereinbefore established for the district.

Section 3. Richland Municipal Code Section 23.38.090, entitled Height restrictions – Exceptions, as first enacted by Ordinance No. 28-05, is hereby amended as follows:

23.38.090 Height limitations – Exceptions.

In any commercial or industrial district having a maximum height limitation, except the C-1 neighborhood retail business use district and the WF waterfront use district, buildings containing uses permitted in the districts may be erected to heights exceeding the maximum height limitation of the district in which they are located; provided, that minimum yard requirements shall be increased by one foot for each foot the building exceeds the height limitation of the district. Nothing in this section would preclude a stepped building with those portions of the building located closest to the required yards meeting the maximum building height requirement, while portions of the same building further removed from the required yards may exceed the height requirement.

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

Section 5. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2023-105

PREPARED BY: MIKE STEVENS
MEETING DATE: DEC. 13, 2023

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND CA2023-105

REQUEST: TEXT AMENDMENT TO RMC 23.22.040 AND RMC 23.38.080
RELATED TO INCREASING THE HEIGHT ALLOWANCE IN THE
WATERFRONT ZONE FROM 55' TO 85'.

LOCATION: CITYWIDE

REASON FOR REQUEST

The City of Richland is proposing to amend the Richland Municipal Code by amending RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and by amending RMC 23.38.080 by removing the Waterfront Zone from the area in which specific height allowances are allowed.

ANALYSIS

In order to facilitate increased residential density within specific areas of the city, the City's Economic Development Division has proposed that the city amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and remove a portion of subnote #12 which states that *"Buildings in the WF district that are not subject to the Richland Shoreline Master Program shall not exceed a height of 35 feet, unless the Planning Commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier."*

In addition, the code amendment also includes an amendment to RMC 23.38.080 to remove the allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established within the Waterfront Zone.

Ultimately, the outcome of these code amendments would result in an overall building height allowance of 85' within the Waterfront Zone. This increased height allowance will allow taller multi-family buildings, thus leading to an increase in housing. The proposed

amendments would also result in the ability to use mass-timber framing principles, which could reduce the cost of taller buildings.

PUBLIC NOTICE/ COMMENTS

Staff provided notice of the proposed amendment to local and state agencies via SEPA review on November 2, 2023 and via separate Notice of Application on November 20, 2023. Notice of Application and Public Hearing was also published in the Tri-Cities Herald on Sunday, November 26, 2023, posted at official posting places and on the city's official website. Staff provided notice to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A on November 2, 2023.

As of the date this staff report was written one written comment was received and is included as an attachment to this report..

SEPA

The proposal is subject to environmental review. The City of Richland issued a Determination of Non-Significance (DNS) for the proposal on November 2, 2023, no appeals of the City's DNS were received.

FINDINGS OF FACT

1. City planning staff is proposing to amend RMC 23.22.040 and RMC 23.38.080.
2. The purpose of the amendments is to increase the overall height allowance in the Waterfront Zone from 55' to 85'.
3. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
4. One comment regarding the proposed code amendments was received and is included as an attachment to the staff report.
5. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
6. The City issued a SEPA Threshold Determination of Non-Significance on November 2, 2023. No appeals of the DNS were received.

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2023-105) and recommend to the City Council adoption of

the proposed amends to Title 23, Zoning, as provided in the draft ordinance attached to this report.

ALTERNATIVES

1. Recommend approval of the amendments as proposed;
2. Recommend approval of the amendments, as modified by the Planning Commission.
3. Recommend denial of the amendments;

RECOMMENDED MOTION – PLANNING COMMISSION

I move that the Planning Commission recommend approval of the proposed amendments to RMC Title 23 as identified in the draft ordinance. This recommendation is based upon the listed Findings of Fact and Conclusions of Law.

EXHIBITS

1. Application Materials
2. Draft Ordinance
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Notice
5. Public Notice & Comments Received



Exhibit 1

City of Richland
Development Services

625 Swift Blvd. MS-35
Richland, WA 99352
☎ 509-942-7794
📠 509-942-7764

Code Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

APPLICANT	Contact Person
Company: City of Richland Economic Development Division	UBI#:
Contact: Amanda Wallner	
Address: 625 Swift Blvd. MS-18 Richland, WA 99352	
Phone: 509-942-7595	Email: awallner@ci.richland.wa.us

DESCRIPTION OF PROPOSED AMENDMENT
Amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and remove a portion of subnote #12 which states that <i>"Buildings in the WF district that are not subject to the Richland Shoreline Master Program shall not exceed a height of 35 feet, unless the Planning Commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier."</i> Amend RMC 23.38.080 to remove the allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established within the Waterfront Zone.

APPLICATION MUST INCLUDE:
1. Completed application and filing fee 2. SEPA Checklist (if necessary) 3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE:
Section(s) of code proposed to be amended (include code citation): RMC 23.22.040 (Change the maximum height in the WF Zone to 85', rather than 35' or 55'). Amend RMC 23.38.080 to remove the allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established within the Waterfront Zone.
Summary of requested code amendment(s): Increase the maximum building height within the Waterfront Zone from 55' to 85'. Remove the allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established.
Reason(s) for code amendment(s):

Increasing the maximum height allows for increased density and would also allow for buildings to be constructed via mass timber framing methods. Removing the extra height allowance for towers, gables, etc., will keep the maximum height consistent with the Waterfront Zone.

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment?

Yes. No, a Comprehensive Plan Amendment is not necessary to implement this height increase or height allowance modification.

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain: Yes, the State of Washington (including Richland) suffers from a lack of housings. Increasing the height allowance within the Waterfront Zone will allow taller multi-family buildings, thus leading to an increase in housing. The proposed amendment will also allow the use of mass-timber framing principles, which could reduce the costs of taller buildings.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application. The information provided in this application contains no misstatement of fact.
2. I am an owner(s), authorized agent(s) of an owner(s), or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW, or I am exempt from the requirements of Chapter 18.27 RCW.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Amanda Wallner

Applicant Signature: 

Date 10/26/2023

23.22.040 Site requirements and development standards for commercial use districts.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units:square feet)	1:1,500	N/A	N/A	N/A	None	1:1,000	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3,11,13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD: 110 feet Medical: 140 feet Parkway: 50 feet Uptown: 50 feet	35/55 feet¹² <u>85 feet¹²</u>	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	N/A	500 feet	N/A	N/A

- Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
- No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
- Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.
- Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
- In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.
- In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
 - Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
 - A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.
 - In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
- Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.
- No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.

9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). ~~Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet, unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.~~
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

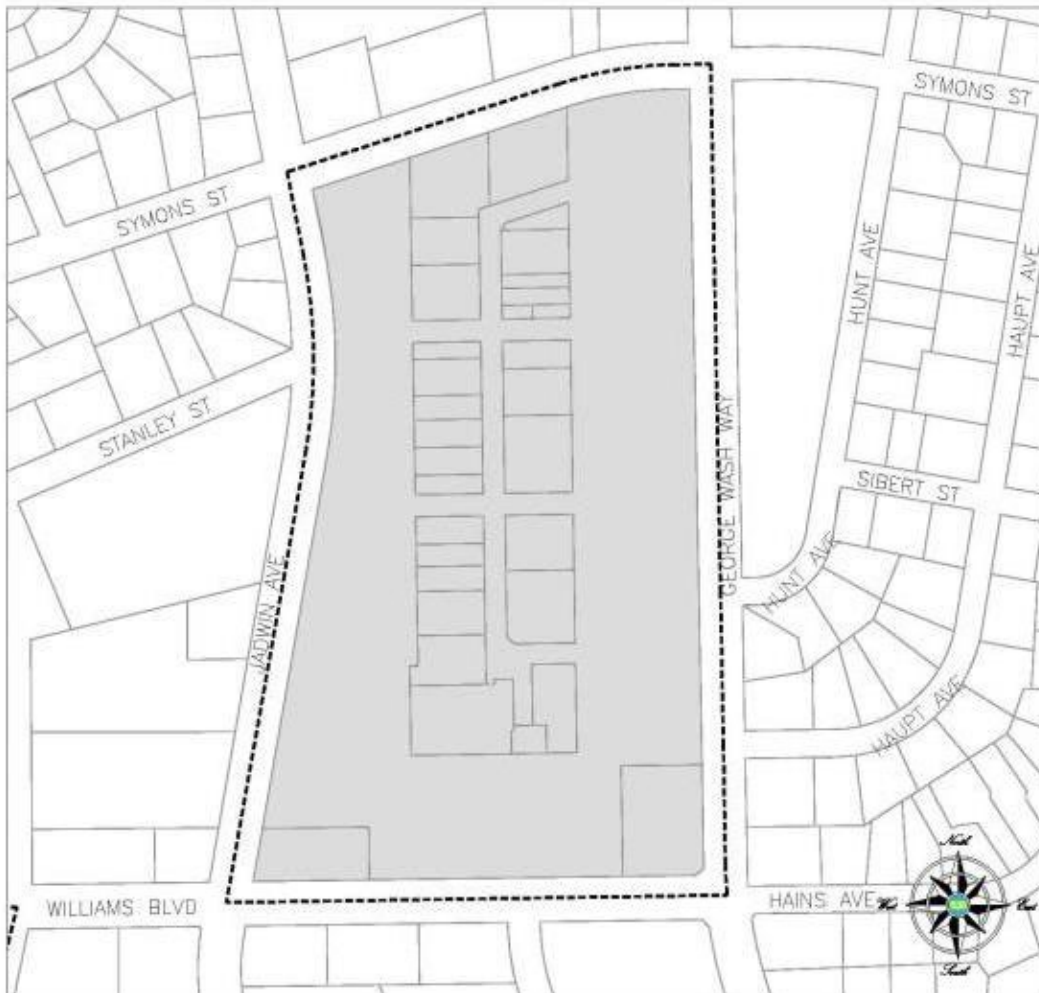
PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6; Ord. 13-21 § 1; Ord. 15-21 § 2, 2021].

23.38.080 Height restrictions.

A. Towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances may be erected on a building to a height greater than the limit established in any primary district with exception of the Waterfront district.

1. No such exception shall cover more than 15 percent of the total building footprint.
2. No such exception shall be used for other than a use incidental or accessory to the main use.
3. No such exception shall exceed the building height limit by more than 25 percent.

B. A chimney, civil defense siren, church spire, flag pole, monument, radio or TV antenna or necessary government or public utility structure may be erected to a height greater than the limit established in any primary district, provided:

1. No such exception shall cover more than five percent of the total building footprint.
2. This exception shall not be applied to wireless communication facilities otherwise regulated in Chapter 23.62 RMC.

C. In any district with a height of 35 feet or less, public and quasi-public buildings, schools, churches, hospitals, and other institutions permitted in the districts may be erected to a height not exceeding 50 feet, provided the front, rear, and side yards shall be increased one foot for each one foot by which the building exceeds the height limit hereinbefore established for the district. [Ord. 28-05 § 1.02; Ord. 20-07].

Exhibit 2

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTERS 23.22 AND 23.38 OF THE RICHLAND MUNICIPAL CODE RELATED TO ZONING REGULATIONS AND HEIGHT REQUIREMENTS WITHIN THE WATERFRONT ZONING DISTRICT.

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with best practices; and

WHEREAS, on December 13, 2023, the Richland Planning Commission held a public hearing on a proposed code amendment that would result in the overall height allowance in the Waterfront Zoning District to be 85 feet; and

WHEREAS, after receiving public comment, the Richland Planning Commission recommends that the Richland City Council adopt the proposed Waterfront height allowance.

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

Section 1. Richland Municipal Code Section 23.22.040, entitled site requirements and development standards for commercial use districts, as first enacted by Ordinance No. 28-05 and last amended by Ordinance No. 15-22, is hereby amended as follows:

23.22.040 Site requirements and development standards for commercial use districts.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units:square feet)	1:1,500	N/A	N/A	N/A	None	1:1,000	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3,11,13}	Note 4,5	Note 4	20 feet

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
					Medical District: 0 feet min.			
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD: 110 feet Medical: 140 feet Parkway: 50 feet Uptown: 50 feet	35/55 85 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	N/A	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.
2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter 12.11 RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC 23.18.040.
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.

- b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
- c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC 23.54.140.
- d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.
8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC 23.54.140.
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC 23.22.020(E)(9).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title 26). ~~Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet, unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is~~

~~aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.~~

13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.

14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

DRAFT

PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

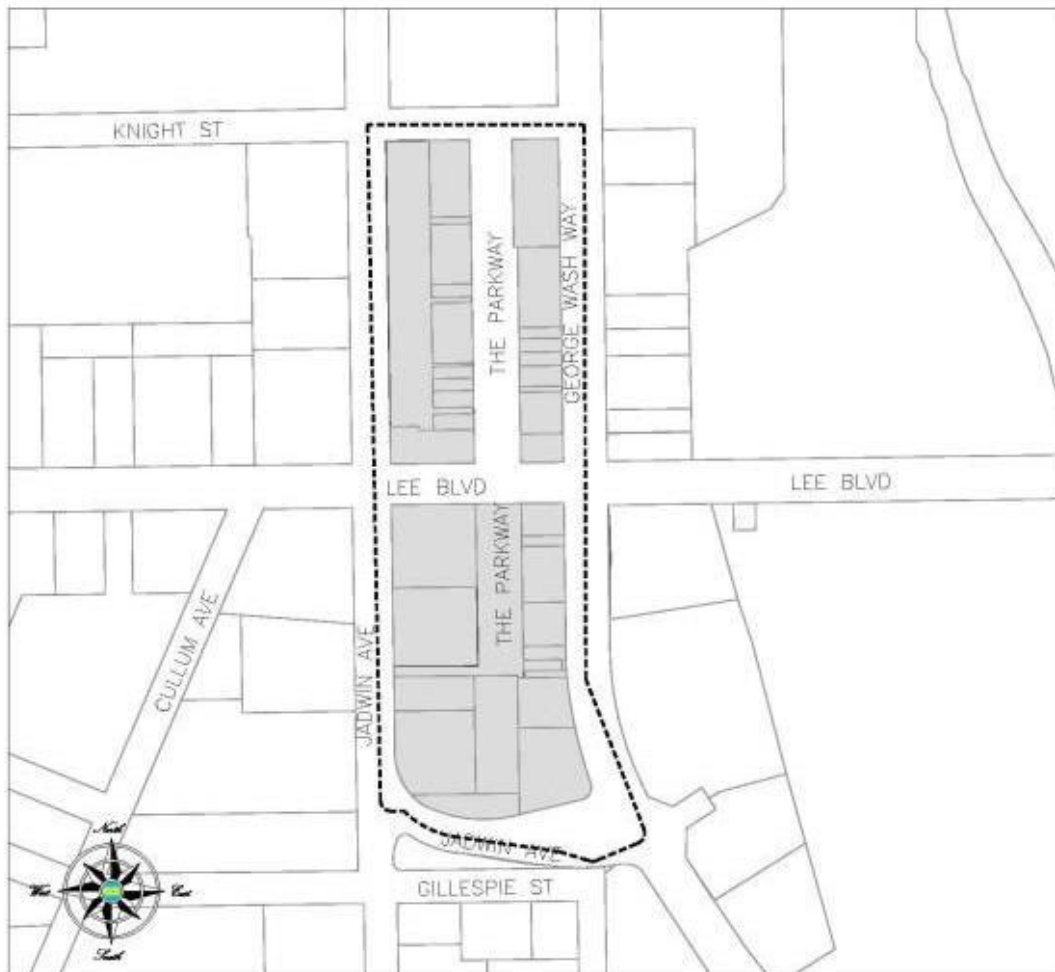
PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6; Ord. 13-21 § 1; Ord. 15-21 § 2, 2021].

Section 2. Richland Municipal Code Section 23.38.080, entitled height restrictions, as first enacted by Ordinance No. 28-05 and last amended by Ordinance No. 20-07, is hereby amended as follows:

23.38.080 Height restrictions.

A. Towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances may be erected on a building to a height greater than the limit established in any primary district **with exception of the Waterfront Zone where the overall height limit shall be 85 feet.**

1. No such exception shall cover more than 15 percent of the total building footprint.
2. No such exception shall be used for other than a use incidental or accessory to the main use.
3. No such exception shall exceed the building height limit by more than 25 percent.

B. A chimney, civil defense siren, church spire, flag pole, monument, radio or TV antenna or necessary government or public utility structure may be erected to a height greater than the limit established in any primary district, provided:

1. No such exception shall cover more than five percent of the total building footprint.
2. This exception shall not be applied to wireless communication facilities otherwise regulated in Chapter 23.62 RMC.

C. In any district with a height of 35 feet or less, public and quasi-public buildings, schools, churches, hospitals, and other institutions permitted in the districts may be erected to a height not exceeding 50 feet, provided the front, rear, and side yards shall be increased one foot for each one foot by which the building exceeds the height limit hereinbefore established for the district. [Ord. 28-05 § 1.02; Ord. 20-07].

Section 3. This Ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 4. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of ____, 2024.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

DRAFT

Exhibit 3



File No. EA2023-129

CITY OF RICHLAND **Determination of Non-Significance**

Description of Proposal: The City of Richland is proposing to amend the Richland Municipal Code by amending RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and by amending RMC 23.38.080 by removing the Waterfront Zone from the area in which specific height allowances are allowed.

Proponent: City of Richland

Location of Proposal: City-Wide.

Lead Agency: City of Richland

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

() There is no comment for the DNS.

(**X**) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

() This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: November 2, 2023

Comments Due: November 17, 2023

Signature 

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

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

Instructions for applicants

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

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

Instructions for lead agencies

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

Use of checklist for nonproject proposals

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

A. Background [Find help answering background questions](#)

1. **Name of proposed project, if applicable:** CA2023-105 Code Amendment for Waterfront District Maximum Height Allowance
2. **Name of applicant:** Amanda Wallner, Economic Development Manager
3. **Address and phone number of applicant and contact person:** 625 Swift Blvd. MS-18 Richland, WA 99352. (509)942-7595
4. **Date checklist prepared:** 10/26/2023
5. **Agency requesting checklist:** City of Richland Development Services Department
6. **Proposed timing or schedule (including phasing, if applicable):** RMC Code Amendment-Fall/Winter 2023
7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.** No, this is a stand-alone code amendment.
8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.** No additional environmental information is being prepared as a result of this proposed code amendment.
9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.** No other governmental approvals are required.

10. List any government approvals or permits that will be needed for your proposal, if known.
None.

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

Amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and remove a portion of subnote #12 which states that *"Buildings in the WF district that are not subject to the Richland Shoreline Master Program shall not exceed a height of 35 feet, unless the Planning Commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier."*

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

B. Environmental Elements

1. Earth [Find help answering earth questions](#)

- a. **General description of the site:** Proposed text amendments would apply city-wide.

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

- b. **What is the steepest slope on the site (approximate percent slope)?** N/A Proposed text amendments would apply city-wide.
- c. **What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.** Varies. Proposed text amendments would apply city-wide.
- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.** Not applicable. Proposed text amendments would apply city-wide.
- e. **Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.** Not applicable.
- f. **Could erosion occur because of clearing, construction, or use? If so, generally describe.** Not applicable.
- g. **About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?** Not applicable.
- h. **Proposed measures to reduce or control erosion, or other impacts to the earth, if any.** Not applicable.

2. Air [Find help answering air questions](#)

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Not applicable.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Not applicable.

c. Proposed measures to reduce or control emissions or other impacts to air, if any. Not applicable.

3. Water [Find help answering water questions](#)

a. Surface Water: [Find help answering surface water questions](#)

Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. Not applicable.
2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Not applicable.
3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. Not applicable.
4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known. Not applicable.
5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. Not applicable.

6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. Not applicable.

b. Ground Water: [Find help answering ground water questions](#)

1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known. Not applicable.
2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. Not applicable.

c. Water Runoff (including stormwater):

Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Not applicable.
2. Could waste materials enter ground or surface waters? If so, generally describe. Not applicable.
3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. Not applicable.
4. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any. Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

4. Plants [Find help answering plants questions](#)

- a. Check the types of vegetation found on the site: Not applicable. City-wide text amendment.
- ☐ deciduous tree: alder, maple, aspen, other
 - ☐ evergreen tree: fir, cedar, pine, other

- ☐ shrubs
- ☐ grass
- ☐ pasture
- ☐ crop or grain
- ☐ orchards, vineyards, or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

- b. **What kind and amount of vegetation will be removed or altered?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **List threatened and endangered species known to be on or near the site.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- e. **List all noxious weeds and invasive species known to be on or near the site.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

5. Animals [Find help answering animal questions](#)

- a. **List any birds and other animals that have been observed on or near the site or are known to be on or near the site.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

Examples include:

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

- b. **List any threatened and endangered species known to be on or near the site.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Is the site part of a migration route? If so, explain.** Yes, Richland is within the Pacific Fly Way.

- d. **Proposed measures to preserve or enhance wildlife, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- e. **List any invasive animal species known to be on or near the site.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

6. Energy and Natural Resources [Find help answering energy and natural resource questions](#)

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

7. Environmental Health [Find help with answering environmental health questions](#)

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- 1. **Describe any known or possible contamination at the site from present or past uses.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- a. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.** Not applicable. This is a non-project related code amendment. All future site specific

development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. Describe special emergency services that might be required.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- d. Proposed measures to reduce or control environmental health hazards, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

b. Noise

Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- 1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- 2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- 3. Proposed measures to reduce or control noise impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

8. Land and Shoreline Use [Find help answering land and shoreline use questions](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land**

uses on nearby or adjacent properties? If so, describe. Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how? Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

c. Describe any structures on the site. Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

d. Will any structures be demolished? If so, what? Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

e. What is the current zoning classification of the site? Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

f. What is the current comprehensive plan designation of the site? Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- g. If applicable, what is the current shoreline master program designation of the site?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- i. Approximately how many people would reside or work in the completed project?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- j. Approximately how many people would the completed project displace?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- k. Proposed measures to avoid or reduce displacement impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

9. Housing [Find help answering housing questions](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- b. **Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Proposed measures to reduce or control housing impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

10. Aesthetics [Find help answering aesthetics questions](#)

- a. **What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **What views in the immediate vicinity would be altered or obstructed?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Proposed measures to reduce or control aesthetic impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

11. Light and Glare [Find help answering light and glare questions](#)

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Could light or glare from the finished project be a safety hazard or interfere with views?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **What existing off-site sources of light or glare may affect your proposal?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- d. **Proposed measures to reduce or control light and glare impacts, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

12. Recreation [Find help answering recreation questions](#)

- a. **What designated and informal recreational opportunities are in the immediate vicinity?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Would the proposed project displace any existing recreational uses? If so, describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

13. Historic and Cultural Preservation [Find help answering historic and cultural preservation questions](#)

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

14. Transportation [Find help with answering transportation questions](#)

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- c. **Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- d. **Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- e. **How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- f. **Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

- g. **Proposed measures to reduce or control transportation impacts, if any.** Not applicable.
This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

15. Public Services [Find help answering public service questions](#)

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Proposed measures to reduce or control direct impacts on public services, if any.** Not applicable.
This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

16. Utilities [Find help answering utilities questions](#)

- a. **Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.
- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.** Not applicable. This is a non-project related code amendment. All future site specific development projects will be subject to SEPA analysis if not exempt per WAC 197-11-800.

C. Signature [Find help about who should sign](#)

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

Signature:  _____

Type name of signee: Amanda Waller

Position and agency/organization: Economic Development Manager, City of Richland

Date submitted: 10/26/2023

D. Supplemental sheet for nonproject actions [Find help for the nonproject actions worksheet](#)

IT IS NOT REQUIRED to use this section for project actions.

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

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

- 1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?** It is not anticipated that development authorized by the proposed code amendment would result in any increase of discharge to water, emissions to air, productions, storage, the release of toxic or hazardous substances or production of noise.

- **Proposed measures to avoid or reduce such increases are:** None.

- 2. How would the proposal be likely to affect plants, animals, fish, or marine life?** The proposed text amendment will not result in any detrimental impacts to plants or animals.

- **Proposed measures to protect or conserve plants, animals, fish, or marine life are:** None.

- 3. How would the proposal be likely to deplete energy or natural resources?** The proposed text amendment will not result in additional depletion of energy or natural resources.

- **Proposed measures to protect or conserve energy and natural resources are:** None.

- 4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?** The proposed text amendment will not change a development proposal's requirement to comply with all local, state, and federal environmental regulations.

- **Proposed measures to protect such resources or to avoid or reduce impacts are:** None.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The proposed text amendment will not change a development proposal's requirement to comply with all local, state, and federal environmental regulations.

- **Proposed measures to avoid or reduce shoreline and land use impacts are:** None.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? The proposed amendment is not likely to increase demands on transportation or public services and utilities.

- **Proposed measures to reduce or respond to such demand(s) are:** None.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment. There is not a conflict as this will be consistent with Chapters 25.21 and 35A.21 RCW.



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

1. Jurisdiction Name:	City of Richland – Development Services Dept.
2. Select Submittal Type: Select the Type of Submittal listed. (Select One Only)	☐ 60-Day Notice of Intent to Adopt Amendment. ☒ Request of Expedited Review / Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
3. Amendment Type: Select Type of Amendment listed. (Select One Only)	☐ Comprehensive Plan Amendment. ☒ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy .



Department of Commerce

4. Description Enter a brief description of the amendment. Begin your description with "Proposed" or "Adopted", based on the type of Amendment you are submitting. Examples: "Proposed comprehensive plan amendment for the GMA periodic update." or "Adopted Ordinance 123, adoption amendment to the sign code." (Maximum 400 characters).	Amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and remove a portion of subnote #12 which states that <i>"Buildings in the WF district that are not subject to the Richland Shoreline Master Program shall not exceed a height of 35 feet, unless the Planning Commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier."</i> Amend RMC 23.38.080 to remove the allowance for towers, gables, penthouses, scenery, lofts, cupolas, water tanks, similar structures and mechanical appurtenances from being erected on a building to a height greater than the limit established within the Waterfront Zone.
5. Is this action part of your 8-year periodic update required under RCW 36.70A.130 of the Growth Management Act (GMA)?	☐ Yes ☒ No
6. Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission/Planning Board or for your Council/Commission.	Planning Commission: December 13, 2023 City Council: January 2, 2024 (First Reading) Proposed / Date of Adoption: January 16, 2024
7. Contact Information:	
A. Prefix/Salutation: (Examples: "Mr.", "Ms.", or "The Honorable" (elected official))	Mr.
B. Name:	Mike Stevens
C. Title:	Planning Manager
D. Email:	mstevens@ci.richland.wa.us
E. Work Phone:	(509)942-7596



Department of Commerce

F. Cell/Mobile Phone: <i>(optional)</i>	
Consultant Information:	
G. Is this person a consultant?	☐ Yes
H. Consulting Firm name?	
8. Would you like Commerce to contact you for Technical Assistance regarding this submitted amendment?	☐ Yes

REQUIRED: Attach or include a copy of the proposed amendment text or document(s). We do not accept a website hyperlink requiring us to retrieve external documents. Jurisdictions must submit the actual document(s) to Commerce. If you experience difficulty, please email the reviewteam@commerce.wa.gov

Questions? Call the review team at (509) 725-3066.



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

11/06/2023

Mr. Mike Stevens
Planning Manager
City of Richland
505 Swift Boulevard
Post Office Box 190
Richland, WA 99352

Sent Via Electronic Mail

Re: City of Richland--2023-S-6598--Request for Expedited Review / Notice of Intent to Adopt Amendment

Dear Mr. Stevens:

Thank you for sending the Washington State Department of Commerce (Commerce) the Request for Expedited Review / Notice of Intent to Adopt Amendment as required under [RCW 36.70A.106](#). We received your submittal with the following description.

Proposed amendment to Title 23, Zoning, specifically related to increasing the building height allowance within the Waterfront Zone.

We received your submittal on 11/03/2023 and processed it with the Submittal ID 2023-S-6598. Please keep this letter as documentation that you have met this procedural requirement. Your 60-day notice period ends on 01/02/2024.

You requested expedited review under [RCW 36.70A.106\(3\)\(b\)](#). We have forwarded a copy of this notice to other state agencies for expedited review and comment. If one or more state agencies indicate that they will be commenting, then Commerce will deny expedited review and the standard 60-day review period (from date received) will apply. Commerce will notify you by e-mail regarding of approval or denial of your expedited review request. If approved for expedited review, then final adoption may occur no earlier than fifteen calendar days after the original date of receipt by Commerce.

If you have any questions, please contact Growth Management Services at reviewteam@commerce.wa.gov, or call Steve Davenport, (360) 725-4023.

Sincerely,

Review Team
Growth Management Services

Exhibit 5

Stevens, Mike

From: WSDOT Aviation Land Use Inquiries and Application Submittals
<AviationLandUse@WSDOT.WA.GOV>
Sent: Monday, November 27, 2023 11:11 AM
To: Stevens, Mike
Subject: RE: [EXTERNAL] City of Richland Code Amendment

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

M. Stevens,

WSDOT Aviation Division reviewed these documents on 11/27/23. It does not appear that any 85' structures in this area would be problematic to the Richland Airport. We have no comments.

Cheers,

David Ison, PhD | Aviation Planner
Emerging Aviation Technologies & Land Use Compatibility
Washington State Department of Transportation
isond@wsdot.wa.gov C: 360-890-5258

From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, November 20, 2023 10:56 AM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Anderson, Ryan (ECY) <rand461@ecy.wa.gov>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrogers@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <jmcshane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Cooper, Kelly (DOH) <Kelly.Cooper@DOH.WA.GOV>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; KID Development <development@kid.org>; KID Webmaster <webmaster@kid.org>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation <Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Gonseth, Paul <GonsetP@wsdot.wa.gov>; Reathaford, Jason <JReathaford@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner

<richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth DeFoe <SDefoe@kid.org>; WSDOT SC Planning Mailbox <SCPlanning@WSDOT.WA.GOV>; Davenport, Steve (COM) <Steve.Davenport@commerce.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; WSDOT Aviation Land Use Inquiries and Application Submittals <AviationLandUse@WSDOT.WA.GOV>

Subject: [EXTERNAL] City of Richland Code Amendment

WARNING: This email originated from outside of WSDOT. Please use caution with links and attachments.

Attached to this email is a proposed code amendment to the Richland Municipal Code. The City is proposing to amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and amend RMC 23.38.080 by removing the Waterfront Zone from the area in which specific height allowances are allowed.

Please review and submit any comments by 5:00 PM, Wednesday, December 6, 2023.

Thank you!



Mike Stevens
Planning Manager
625 Swift Blvd., MS-35 | Richland, WA 99352
(509) 942-7596

Disclaimer: Emails and attachments sent to or from the City of Richland are public records subject to release under the Washington Public Records Act, Chapter 42.56 RCW. Sender and Recipient have no expectation of privacy in emails transmitted to or from the City of Richland.

Stevens, Mike

From: Daniel Tissell <DTissell@kid.org>
Sent: Tuesday, November 28, 2023 2:59 PM
To: Stevens, Mike
Subject: RE: City of Richland Code Amendment

[EXTERNAL EMAIL] Exercise caution before clicking links or opening attachments.

Mike,

KID has no comment regarding this matter.

Thanks,

Daniel Tissell, P.E.
Engineering Manager
Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
(509) 586-6012 ext. 116



From: Stevens, Mike <mstevens@CI.RICHLAND.WA.US>
Sent: Monday, November 20, 2023 10:56 AM
To: Acevedo, Mizael <macevedo@CI.RICHLAND.WA.US>; Anderson, Ryan (ECY) <rand461@ECY.WA.GOV>; Ashley Morton <AshleyMorton@ctuir.org>; Badger Mountain Irrigation District <bmidmanager@badgermountainirrigation.com>; BC Planning - Michelle Cooke <Michelle.Cooke@co.benton.wa.us>; Benton County - Segregations <Segregations@co.benton.wa.us>; Benton County Planning <Planning.Department@co.benton.wa.us>; Benton PUD, Broadband <osp@noanet.net>; Benton PUD, Electrical <engservice@bentonpud.org>; Bill Barlow <bbarlow@bft.org>; Buechler, Ken <KBuechler@CI.RICHLAND.WA.US>; Carrie Thompson <carrie.thompson@bnsf.com>; Casey Barney, Yakama Nation <Casey_Barney@Yakama.com>; Catherine Dickson <catherinedickson@ctuir.org>; Corrine Camuso, Yakama Nation <Corrine_Camuso@Yakama.com>; Hamilton, Craig <C.Hamilton@bces.wa.gov>; DAHP SEPA Reviews <sepa@dahp.wa.gov>; DAlessandro, Carlo <cdalessandro@CI.RICHLAND.WA.US>; Darrick Dietrich <darrick@basindisposal.com>; Davis, Deanna <d.davis@bces.wa.gov>; Deborah Rodgers <dxrodders@bpa.gov>; Deskins, John <jdeskins@CI.RICHLAND.WA.US>; Eric Mendenhall <emendenhall@westrichland.org>; Erin Hockaday <erin.hockaday@bfhd.wa.gov>; FormerOrchards@ecy.wa.gov; Gary Graff <gary.graff@ecy.wa.gov>; gis@co.benton.wa.us; Greg Wendt <greg.wendt@co.benton.wa.us>; Hester, Laura <lhester@CI.RICHLAND.WA.US>; Hill, Kelly <khill@CI.RICHLAND.WA.US>; Hogan, Jodi <jhogan@CI.RICHLAND.WA.US>; Jack Howard <jack.howard@bfhd.wa.gov>; Jason McShane <JMcShane@kid.org>; Jessica Lally, Yakama Nation <Jessica_Lally@Yakama.com>; John Lyle <john.lyle@bentoncleanair.org>; Jordon, Joshua <jojordon@CI.RICHLAND.WA.US>; Joseph Cottrell <jecottrell@bpa.gov>; Junior Campos <junior.campos@charter.com>; Katherine Cichy <katherine.cichy@ziply.com>; Kelly Cooper <kelly.cooper@doh.wa.gov>; Kevin Knodel <kevin.knodel@rsd.edu>; Kevin Sliger <KSliger@bft.org>; Development <development@kid.org>; Matthew Berglund <MBerglund@kid.org>; Map BCES <map@bces.wa.gov>; Mattheus, Pamela <pmattheus@CI.RICHLAND.WA.US>; Michael Tovey <michael.tovey@ziply.com>; Nancy Lang <langn@bentonpud.org>; Noah Lee <noah.lee@bentoncleanair.org>; Noah Oliver, Yakama Nation

<Noah_Oliver@Yakama.com>; Orr, Bruce <borr@CI.RICHLAND.WA.US>; Paul Gonseth <gonsetp@wsdot.wa.gov>; Reathafor, Jason <JReathafor@CI.RICHLAND.WA.US>; Review Team <reviewteam@commerce.wa.gov>; Richard Krasner <richard.krasner@rsd.edu>; USPS Richland Postmaster <99352RichlandWA-Postmaster@usps.gov>; SEPA Center <sepacenter@dnr.wa.gov>; SEPA Register <separegister@ecy.wa.gov>; SEPA Unit <sepaunit@ecy.wa.gov>; Seth Defoe <SDefoe@kid.org>; South Central Region Planning <scplanning@wsdot.wa.gov>; Steve Davenport (steve.davenport@commerce.wa.gov) <steve.davenport@commerce.wa.gov>; WA Dept of Fish & Wildlife <rittemwr@dfw.wa.gov>; WDFW <R3Planning@dfw.wa.gov>; Westphal, Nichole <nwestphal@ci.richland.wa.us>; Whittier, John <jwhittier@CI.RICHLAND.WA.US>; WSDOT Aviation <AviationLandUse@wsdot.wa.gov>

Subject: City of Richland Code Amendment

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Attached to this email is a proposed code amendment to the Richland Municipal Code. The City is proposing to amend RMC 23.22.040 to increase the maximum building height within the Waterfront Zone from 55' to 85' and amend RMC 23.38.080 by removing the Waterfront Zone from the area in which specific height allowances are allowed.

Please review and submit any comments by 5:00 PM, Wednesday, December 6, 2023.

Thank you!



Mike Stevens

Planning Manager

625 Swift Blvd., MS-35 | Richland, WA 99352

(509) 942-7596

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MEMORANDUM

TO: Planning Commission

FROM: Mike Stevens, Planning Manager

DATE: January 23, 2024

SUBJECT: CA2023-105 Waterfront Height Increase

At the conclusion of the January 10, 2024, Special Planning Commission meeting, the Planning Commission voted to continue CA2023-105 to the January 24, 2024 regularly scheduled Planning Commission meeting in order to provide staff ample time to draft a motion as directed by the Planning Commission discussion.

Members of the Planning Division met with representatives from the Economic Development team and discussed the issue in great detail. It was determined that the Waterfront district already allows for a mixture of uses (residential, office and retail) and that any new project would likely include a mixture of uses already in order to accommodate clientele. Furthermore, given the fact that an extensive trail system already exists along the riverfront that requiring a development to include additional publicly accessible frontage on the water side of the project may not be achievable for some Waterfront zoned properties. Ultimately, staff did come up with language addressing what seemed to be the major crux of the issue, which was large parking lots. Staff determined that requiring at least 40% of parking to be either on-street (no greater than 10%) or within a parking garage (no less than 30%) would ensure that large paved parking lots would be greatly restricted for any project requesting a building height greater than 55 feet (code already allows up to 55 feet with no special parking provision provided the building is aesthetically pleasing and is located a sufficient distance from the Columbia River to avoid creating a visual barrier).

Draft Motion:

I move that the Planning Commission recommend approval of the proposed amendments to RMC Title 23 as identified in the draft ordinance and as modified further by the Planning Commission (Attachment A). This recommendation is based upon the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. City planning staff is proposing to amend RMC 23.22.040 and RMC 23.38.080.
2. The purpose of the amendments is to increase the overall height allowance in the Waterfront

Zone from 55' to 85'.

3. Notice of the proposed amendment was provided to local and state agencies. Notice was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.
4. One comment regarding the proposed code amendments was received and is included as an attachment to the staff report.
5. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review.
6. The City issued a SEPA Threshold Determination of Non-Significance on November 2, 2023. No appeals of the DNS were received.
7. The Planning Commission conducted a public hearing for the matter on December X, 2023.
8. Two (2) members of the public spoke regarding the merits of the application.
9. The Planning Commission tabled the item to the January 10, 2024, special Planning Commission meeting.
10. Mandy Wallner, Economic Development Manager, spoke regarding the merits of the application and answered questions from the Planning Commission.
11. The Planning Commission deliberated the issue and directed Planning Staff to deliver a revised motion including various discussion points set forth by the Planning Commission.
12. The Planning Commission reviewed the draft motion and ordinance changes provided by the Planning Staff during their regular meeting held January 24, 2024.
13. The ultimate goal of the city is to increase density along the waterfront areas of the city. This goal was an action item of the City Council's Strategic Plan under Core Focus Area 3, Increase Economic Vitality – Objective: Improve the economic health of the community through a targeted investment in Richland's Waterfront District (Encourage greater residential densities in and around the Waterfront District).

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.
3. The proposed code amendment satisfies one of the City Council's Core Focus Areas within the previous version of the City Council's Strategic Plan. The application was submitted when the previous version of the City Council's Strategic Plan was in effect.



**MINUTES
PLANNING COMMISSION SPECIAL MEETING
Wednesday, January 24, 2024
Richland City Hall - Council Chambers
625 Swift Boulevard**

Call to Order:

Chair Richardson called the meeting to order at 6:00 p.m.

Attendance:

Present: Chair Richardson, Members Miller, Nicholson, and Maier

Also, present: Council Liaison VanDyke, Development Services Director Jensen, Planning Manager Stevens, Permit Technician Hogan.

Approval of Agenda:

Chair Richardson presented the meeting agenda for review and approval.

COMMISSIONER MAIER MOVED AND COMMISSIONER NICHOLSON SECONDED THE MOTION TO APPROVE THE JANUARY 24, 2024, PLANNING COMMISSION MEETING AGENDA WITH MOVING ITEM NUMBER THREE TO BE THE FIRST ITEM OF BUSINESS. THE MOTION PASSED 4-0.

Public Comments:

There were no public comments.

New Business – Public Hearing:

1. CA2021-108 Badger Mountain South LUDR Amendments

Chair Richardson recognized Mr. Stevens who gave a brief introduction and advised that the applicants have requested continuance of this item to the next planning commission meeting in February. The public hearing will still be held, but he wanted to make sure that those who speak on the item know that there might be revisions.

Amy and James Phifer provided comments regarding the LUDR expressing their concerns with the large number of changes being made to the LUDR with no gains. When they looked at the neighborhood back in 2017/2018 the vision they were told is not happening with lack of parks, open spaces and increase in retention ponds that are a risk.

COMMISSIONER MAIER MOVED TO CONTINUE THE PUBLIC HEARING ON THE BADGER MOUNTAIN SOUTH LUDR AMENDMENTS TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING ON WEDNESDAY FEBRUARY 28,

2024 AND COMMISSIONER NICHOLSON SECONDED THE MOTION. MOTION PASSED 4-0.

Unfinished Business:

2. Waterfront Height Amendment (Continued from January 10, 2024)

Chair Richardson recognized Mr. Stevens who gave a brief introduction of the agenda item. The Planning Commission agenda packet included an outline of changes staff recommends, along with a draft motion and revised finding of facts and conclusion of law. Mr. Stevens then provided an overview of code amendments proposed by staff.

Commissioner Nicholson questioned why the affordability aspect of the amendment was omitted from the agenda packet. Mr. Stevens replied that staff was not aware the commissioners wanted that information included. Chair Richardson confirmed that it would be an interest of his but does not want to hold up development by including it in this amendment.

Commissioner Maier wants clarity included regarding parking requirements when it moves forward to Council. She is also hopeful that the parking code revision will be forthcoming.

Chair Richardson was hopeful to see more requirements for mixed-use, especially when going above 55 feet to 85 feet. The mixed-use component allows people who don't live there or are walking by, can still enjoy the space that was created. Mr. Stevens confirmed that if it is City owned property there would be a chance to require mixed-use, but privately owned property the City would not have control.

Economic Development Manager Wallner spoke regarding mixed-use and development.

Chair Richardson appreciated the clarifications staff provided with the caveat that planning will revisit mixed-use and parking requirements in the near future.

COMMISSIONER MAIER MOVED THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE PROPOSED AMENDMENTS TO RMC TITLE 23 AS IDENTIFIED IN THE DRAFT ORDINANCE AND AS MODIFIED FURTHER BY THE PLANNING COMMISSION (ATTACHMENT A) AND AS DISCUSSED WITH STAFF CLARIFYING THE LANGUAGE OF THE PARKING PERCENTAGES. THIS RECOMMENDATION IS BASED UPON THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW. COMMISSIONER MILLER SECONDED. THE MOTION PASSED 3-1.

New Business – Public Hearing:

3. CA2023-106 Proposed Amendment to RMC 27.08.040 (A)(2) – 930 Long Avenue

Chair Richardson recognized Mr. Stevens to present the proposal to amend RMC 27.08.040 (A)(2). The Richland School District is requesting an amendment to allow all public-school campuses within the Parks and Public Facilities (PPF) land use district could construct freestanding signs for directional and informational purposes. If adopted, the proposed amendment will allow middle schools and elementary schools to also have freestanding signs in the PPF zone.

Chair Richardson opened the public hearing at 6:37 p.m.

Richard Krasner, who is with the Richland School District, thanked the commission for looking at the amendment. He spoke in favor of the amendment and opening it up to all schools.

Commissioner Maier requested clarification on present sign requirements, and what this amendment would do. Mr. Stevens provided clarification.

COMMISSIONER MAIER MOVED THAT THE PLANNING COMMISSION CONCUR WITH THE FINDINGS AND CONCLUSIONS OUTLINED IN STAFF REPORT (CA2023-106) AND RECOMMEND TO THE CITY COUNCIL ADOPTION OF THE PROPOSED AMENDMENTS TO TITLE 27, SIGNS, AS PROVIDED IN THE DRAFT ORDINANCE ATTACHED TO THIS REPORT. COMMISSIONER NICHOLSON SECONDED THE MOTION. THE MOTION PASSED 4-0.

Communications:

Mr. Stevens stated that several different code amendments will be presented in the coming months. The city is also implementing a new permitting software with several different applications and processes that are outdated in the current code that planning will be looking at removing or modifying to better fit with the new permitting processes.

Council member VanDyke thanked Mr. Stevens and the planning staff for the language adjustments made for the Height Amendment. He also wanted to mention that Council had a workshop regarding Affordable/Attainable housing on January 23, 2024, and if Commissioners have not already watched, is worth watching the recording.

Commissioner Maier congratulated Chair Richardson on holding his first Commission meeting. Commissioner Maier wanted to also check in with where recruitment was at with open positions. Mr. Jensen confirmed that more applicants are needed.

Adjournment:

Chair Maier adjourned the meeting at 6:43 p.m.

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PREPARED BY: _____
Jodi Hogan, Permit Technician

REVIEWED BY: _____
Mike Stevens, Planning Manager

APPROVED BY: _____
Jett Richardson, Chair

DATE APPROVED:

DATE PUBLISHED:

DRAFT



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

Subject:

Ordinance No. 2024-03, Amending Richland Municipal Code Section 27.08.040(A)(2) related to Freestanding Signs (First Reading)

Department/Office
Development Services

Ordinance/Resolution Number:
2024-03

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 2024-03, amending Richland Municipal Code Section 27.08.040(A)(2) related to freestanding signs.

Summary:

The Richland School District submitted a request to amend RMC 27.08.040(A)(2) to allow freestanding signs on all school district campuses. Present language in the zoning code allows freestanding signs only on high school or college campuses. This proposed amendment will provide consistency on all school campuses throughout Richland. Message boards are industry standard features on school campuses and provide important public information to students, parents and the community.

The Planning Commission held a public hearing on January 24, 2024 to take public input on the proposed amendment. No members of the public were in attendance and no public comments on the proposed amendment were received. The Planning Commission voted unanimously to recommend approval of the proposed code change as reflected in the Ordinance No. 2024-03.

Staff recommends approval of Ordinance No. 2024-03.

Fiscal Impact: None.

Attachments:

1. Ordinance No. 2024-03
2. CA2023-106 Planning Commission Staff Report
3. Draft January 24, 2024 Planning Commission Meeting Minutes

ORDINANCE NO. 2024-03

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,
AMENDING RICHLAND MUNICIPAL CODE SECTION 27.08.040
RELATED TO FREESTANDING SIGNS.**

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with best practices; and

WHEREAS, the Richland School District submitted an application to the City of Richland seeking to amend Richland Municipal Code Section 27.08.040 to expand its applicability; and

WHEREAS, Richland's Sign Code, codified as Chapter 22.08 RMC, contains special provisions for high school and college campuses but does not address elementary or middle school campuses; and

WHEREAS, the distinction between primary and secondary educational facilities in the City's Sign Code is arbitrary given that the facilities do not substantially differ in terms of the public's informational and locational needs and expectations; and

WHEREAS, on January 24, 2024, the Richland Planning Commission held a public hearing on the proposed amendment, after which it voted to recommend approval of the proposed amendment to Richland City Council.

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

Section 1. Section 27.08.040 of the Richland Municipal Code, entitled Special provisions, as first enacted by Ordinance No. 3-89, and last amended by Ordinance No. 08-19, is hereby amended to read as follows:

27.08.040 Special provisions.

The following special provisions are provided to address situations posing unique signage requirements:

A. Signs Subject to Approval by the Planning Commission. The following signs may be approved by the planning commission, provided they meet the criteria listed, unless waived by the commission:

1. Freestanding, off-premises signs located at the entrance to a business center will be allowed if the following criteria exist:

- a. When the businesses do not have adequate ability to allow their patrons to see their business location by using allowable signage in this chapter.
- b. Permission to locate the sign has been given, in writing, by the property owner where the sign is to be located.
- c. The sign meets the structural requirements of the Uniform Sign Code.

- d. The sign may be lighted.
- e. Letters may not be greater than eight inches in height.
- f. The sign must be made of a durable material.
- g. The sign must not exceed 15 feet in height.
- h. The sign may not exceed 45 square feet.
- i. The sign may be double faced.
- j. The sign must not be located in a residential zone.

2. Freestanding signs on ~~high~~ school district campuses or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

- a. Only one sign, not exceeding 64 square feet in area, may be permitted.
- b. The sign shall not exceed 20 feet in height.
- c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.
- d. The sign shall be oriented so that it does not directly face adjacent residential properties.
- e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.
- f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

B. Signs Subject to Approval by the City Manager or Designee. Signs may be approved by the city manager or designee subject to the criteria set forth herein:

1. One freestanding sign within 500 feet of an entrance to a business center may be allowed, subject to the following criteria:

- a. The sign shall be located within 500 feet of an entrance into the business center or shall be located on a property that is included within the business center.
- b. The sign is located within a C-2, C-3, or B-C zoning district.
- c. Permission to locate the sign has been given to the sign permit applicant, in writing, from the property owner where the sign is to be located.
- d. If the business center is five acres in area, or less, or contains less than 100,000 square feet of gross floor area of retail business uses, the maximum sign size permitted under this section is 150 square feet and the maximum sign height is 25 feet. If the business center totals more than five acres, and contains more than 100,000 square feet of gross floor area of retail business uses, the maximum sign size is 240 square feet and the maximum sign height is 40 feet. If the business center totals 40 acres or more, and contains more than 200,000 square feet of gross

floor area of retail business uses, the maximum sign size is 350 square feet and the maximum sign height is 50 feet.

e. The sign may double its otherwise allowable size in square feet when located on the freeway side of a line 350 feet from and parallel to the interchange right-of-way. The interchange right-of-way shall begin at a point along the freeway 1,500 feet from the center of the street passing over and under the freeway. Signs constructed pursuant to the provisions of this subsection may be constructed to 80 feet in height; provided, that any sign must be located more than 300 feet from a single-family residential zoning district (R-1 or R-2); and further provided, that any sign increased in size as provided by this section shall not be eligible for further sign size increases as provided for in RMC 27.08.030(E)(1)(b).

f. The sign shall be nonilluminated or internally illuminated only and shall not include any electronic readerboards or flashing signs.

g. The maximum size of a sign issued under this section shall be determined as follows:

i. Fifty square feet shall be allotted for each business in the business center plus 50 square feet, but in no case shall a sign exceed the size limitations identified in subsection (B)(1)(d) of this section. Signs issued under this subsection that may double in size by virtue of their proximity to a grade separated interchange as specified in subsection (B)(1)(e) of this section may allot 100 square feet for each business in the business center plus 100 square feet.

h. No portion of a sign shall exceed 100 square feet in area or 200 square feet in area if the sign meets the criteria contained in subsection (B)(1)(e) of this section. No portion of a sign shall be less than 10 percent of the total sign area as determined in subsection (B)(1)(g) of this section.

i. A business center that totals less than five acres in area shall be permitted a maximum of one sign, either on- or off-premises. Business centers five acres and larger but less than 40 acres shall be permitted a maximum of two signs, but only one such sign shall be off-premises. Business centers 40 acres or larger shall be permitted a maximum of three signs, but only one such sign shall be off-premises.

j. A business located in a business center that has erected a sign under this section shall not be allowed additional freestanding signs on the same street or highway frontage that the sign is located on.

k. Freestanding signs issued under this section must be separated from other freestanding signs on the same frontage by a horizontal distance of at least twice the total height of the two signs.

l. Applicants for a business center sign shall submit an application that identifies all of the properties that are to be included within a proposed business center and shall identify the size, location and number of all proposed signs. Additionally, an agreement signed by all property owners included within the proposed business center shall accompany said application for a proposed sign. The agreement shall specify that the property owners:

i. Agree to be included within the proposed business center;

ii. Agree to the boundaries of the proposed business center. Business centers shall consist of properties that are adjacent to or abutting each other (properties that are separated only by a public right-of-way are considered to be adjacent to each other for the purposes of this section);

iii. Agree to the proposed name of the business center;

iv. Agree to the number and locations of all proposed signs; and

v. Provide for an entity which shall be responsible for determining how maintenance of the signs will be provided.

Said agreement shall be signed and recorded and shall be binding upon the current and future owners of the property within the proposed business center.

2. Portable signs located immediately in front of a business will be allowed when the following criteria are met:

a. No such sign will be allowed on city right-of-way or real property; provided, however, that such signs are allowed in the parkway and uptown overlay districts.

b. The sign is up only during business hours.

c. The sign is placed in such a manner that it is at least four feet from the building and two feet from the curb.

d. The sign is placed at least three feet to the right or the left of the entrance to the building or eight feet from the building face.

e. No portion of any portable sign shall be closer than 10 feet to another portable sign.

f. The sign will be placed in the same location each time and anchored in such a manner as it meets the criteria set forth in the Uniform Sign Code.

g. The sign will meet the structural criteria set forth in the Uniform Sign Code.

h. The sign must not exceed five feet in height.

i. The sign must not exceed 12 square feet.

j. Only one such sign will be allowed per business.

k. The sign must be made of a durable material and be maintained according to this code.

3. Banners may be erected over city streets when the following criteria are met:

a. Banners shall generally be made of nondurable material.

b. Banners will be allowed over city streets only in preselected locations approved by the city manager or designee.

c. Banners must meet a general physical condition approval of the administrator.

- d. Duration of exhibiting a banner is limited to one week.
 - e. Any banner over a city street must be a minimum of 16 feet from the street surface.
 - f. Any banner must be for a noncommercial use or purpose.
4. Streetside banners will be allowed when the following criteria are met:
- a. Generally pole-mounted banners shall be made of nondurable material such as woven fabric or approved plastic material.
 - b. Streetside banners shall only be displayed for as long as the banners remain in good condition. Banners that are weathered beyond their intended use, as determined by the city manager or designee, shall be removed or replaced.
 - c. Duration of exhibiting a streetside banner is limited to one week.
 - d. Any banner on a pedestrian right-of-way must be a minimum of eight feet from the sidewalk surface.
 - e. The banner must meet all safety standards and codes for both pedestrian and vehicular traffic.
 - f. The decision as to the size, location, and physical conditions of streetside banners will be that of the city manager or designee.
 - g. Streetside banners shall be located only on the following designated street sections:
 - i. Columbia Center Boulevard from Columbia Park Trail south to city limits;
 - ii. Columbia Park Trail from east city limits to SR 240 overpass and from Queensgate Drive to Malibu Private Road;
 - iii. Columbia Point Drive;
 - iv. Duportail Street from Queensgate Drive to Keene Road;
 - v. Fowler Street from east city limits to Georgia Avenue;
 - vi. Gage Boulevard from east city limits to Keene Road;
 - vii. George Washington Way from I-182 to McMurray Street;
 - viii. Jadwin Avenue from George Washington Way to Stevens Drive;
 - ix. Keene Road, from approximately 1,200 feet east of Queensgate Boulevard to approximately 600 feet west of Queensgate Boulevard;
 - x. Kennedy Road between Duportail Street and west city limits;
 - xi. Lee Boulevard from Howard Amon Park to Thayer Drive;
 - xii. Leslie Road from Gage Boulevard to the abandoned railroad right-of-way;

- xiii. Queensgate Drive from Keene Road to Truman Avenue;
- xiv. Spaulding Avenue from Columbia Park Trail to Fowler Street;
- xv. Sprout Street;
- xvi. Stevens Drive between Lee Boulevard and Williams Boulevard and between the bypass highway and Horn Rapids Road;
- xvii. Swift Boulevard from George Washington Way to Long Avenue;
- xviii. Symons Street from George Washington Way to Jadwin Avenue;
- xix. Tapteal Drive from Steptoe Street to Columbia Center Boulevard;
- xx. Torbett Street from George Washington Way to Jadwin Avenue;
- xxi. Truman Avenue;
- xxii. Van Giesen Street from George Washington Way to Jadwin Avenue; and between Alder Avenue and Wright Avenue;
- xxiii. Wellsian Way from Aaron Drive to Lee Boulevard; and
- xxiv. Williams Boulevard from George Washington Way to Jadwin Avenue;
- xxv. Streetside banners may also be permitted on street sections in addition to those included in the above list, if such street section(s) is the determination of the city manager or designee that the street section is primarily located in an area that abuts commercial land uses.

5. Streetside signs will be allowed when the following criteria are met:

- a. Signs shall be of durable construction.
- b. Duration of exhibiting a streetside sign is limited to one week.
- c. Any streetside sign extending over a pedestrian right-of-way must be a minimum of eight feet from the sidewalk surface.
- d. Any sign of this nature which extends over a vehicular right-of-way must be a minimum of 16 feet above the roadway surface.
- e. All signs must meet public safety standards and codes.
- f. The decision as to the size, location and physical conditions of streetside signs will be that of the sign code administrator.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Theresa Richardson, Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

DEVELOPMENT SERVICES STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: CA2023-106

PREPARED BY: MATTHEW HOWIE
MEETING DATE: JAN 24, 2024

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND CA2023-106

REQUEST: TEXT AMENDMENT TO RMC 27.08.040(A)(2) PERMITTING FREESTANDING SIGNAGE WITH PARKS AND PUBLIC FACILITIES LAND USE DISTRICT FOR ELEMENTARY AND MIDDLE SCHOOLS.

LOCATION: CITYWIDE

REASON FOR REQUEST

Richland School District [RSD] is proposing to amend the Richland Municipal Code [RMC] by amending RMC 27.08.040(A)(2) to permit all public school district campuses, not just high schools, the benefit of the provisions of that Code section.

TEXT CHANGE

For the purposes of review, Staff have included the following text of RMC 27.08.040, 27.08.040(A), and 27.08.040(A)(2), with demonstrated change inserted in **bold** and removed with ~~strike through~~:

27.08.040 Special provisions.

The following special provisions are provided to address situations posing unique signage requirements:

A. Signs Subject to Approval by the Planning Commission. The following signs may be approved by the planning commission, provided they meet the criteria listed, unless waived by the commission:

2. Freestanding signs on **school district campuses** ~~high school~~ or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

- a. Only one sign, not exceeding 64 square feet in area, may be permitted.
- b. The sign shall not exceed 20 feet in height.
- c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.
- d. The sign shall be oriented so that it does not directly face adjacent residential properties.
- e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

- f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

ANALYSIS

Public primary and secondary public education institutions in the City of Richland are typically located within the Parks and Public Facilities [PPF] land use district. However, the table within Title 27, which usually directs the amount of signage (square footage and number of signs) within the various land use zones does not have an included category dedicated to the PPF land use district. See RMC Table 27.10.020(A). As such, it is only RMC 27.08.040 that provides relevant instructions for Planning Staff to reference when sign applications are put forward within PPF areas. Conspicuously absent from 27.08.040(A)(2) are elementary and middle school locations, which has precipitated the Code amendment request at issue here.

When a recent permanent sign application to replace an existing elementary school sign was rejected (since per Code, that existing freestanding sign is non-conforming), Planning Staff recommended to the School District a Code Amendment request.

Planning Staff have no objection to the request by the School District. After all, the locational and informational needs of students, parents, and the public at large, do not materially change in the transition between middle and high school. The Code has deemed high schools as worthy of the special provisions enumerated in RMC 27.08.040(A)(2) and Planning cannot justify withholding these benefits to elementary and middle schools.

PUBLIC NOTICE/ COMMENTS

Staff provided notice of the proposed amendment to local and state agencies via SEPA review on December 27, 2023 and via separate Notice of Application on January 3, 2023. Notice of Application and Public Hearing was also published in the Tri-Cities Herald on January 10, 2024 and on the city's official website. Staff provided notice to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A on December 27, 2023. See *Exhibit 3*.

As of the date this Staff Report, there had been no received public comment on this matter. Of Staff and Agency sources, only three substantive comments from Public Works have been received (as a part of the SEPA EA2023-131 comment period) and included as *Exhibit 5*.

SEPA

The proposal is subject to environmental review. The City of Richland issued a Determination of Non-Significance (DNS) for the proposal on December 27, 2023, no appeals of the City's DNS were received. See *Exhibit 6*.

FINDINGS OF FACT

1. City planning staff is proposing to amend RMC 27.08.040(A)(2).
2. The purpose of the amendments is to permit all public school district campuses, not just high schools, the benefit of the provisions of that Code section.
3. Notice of the proposed amendment was provided to local and state agencies. Notice

was also published in the Tri-Cities Herald, posted at the official posting places and on the city's official website. Notice was provided to the Washington State Dept. of Commerce and other state agencies as required by RCW 36.70A.

4. The Washington State Department of Commerce received the 60-day Notice of Intent to Adopt Amendment and granted expedited review. *See Exhibit 4.*
5. The City issued a SEPA Threshold Determination of Non-Significance on November 2, 2023. No appeals of the DNS were received. *See Exhibit 6*

CONCLUSIONS OF LAW

1. The Planning Commission has jurisdiction to hold an open record public hearing and issue a recommendation on the proposed ordinance amendment to the City Council.
2. The proposed code amendment is consistent with the goals and policies of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (CA2023-106) and recommend to the City Council adoption of the proposed amendments to Title 27, Signs, as provided in the draft ordinance attached to this report.

ALTERNATIVES

1. Recommend approval of the amendments as proposed.
2. Recommend approval of the amendments, as modified by the Planning Commission.
3. Recommend denial of the amendments.

RECOMMENDED MOTION – PLANNING COMMISSION

"I move that the Planning Commission recommend approval of the proposed amendments to RMC Title 27 as identified in the draft ordinance. This recommendation is based upon the listed Findings of Fact and Conclusions of Law."

EXHIBITS

1. Application Materials
2. Draft Ordinance
3. SEPA DNS & SEPA Checklist
4. Department of Commerce Expedited Review
5. Staff and Agency Comments
6. Public Notice



Exhibit 1

Code Amendment Application

Note: A Pre-Application meeting is required prior to submittal of an application.

APPLICANT

☐ Contact Person

Company: Richland School District #400

UBI#:

Contact: Richard Krasner

Address: 6972 Keene Road, West Richland, WA 99353

Phone: 509-967-6112

Email: Richard.Krasner@rsd.edu

DESCRIPTION OF PROPOSED AMENDMENT

RSD proposes to have the sign code amended to allow for a freestanding electronic reader board sign on school district properties. Current code allows for signs at high schools (27.08.040) but does not include other schools. RSD respectfully request the code be amended to extend the special provisions to all school district properties.

APPLICATION MUST INCLUDE:

1. Completed application and filing fee
2. SEPA Checklist (if necessary)
3. Other information as determined by the Administrator

ANSWER THE FOLLOWING AS COMPLETELY AS POSSIBLE:

Section(s) of code proposed to be amended (include code citation):

27.08.040 Special Provisions.

2. Freestanding signs on high school or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

- a. Only one sign, not exceeding 64 square feet in area, may be permitted.
- b. The sign shall not exceed 20 feet in height.
- c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.
- d. The sign shall be oriented so that it does not directly face adjacent residential properties.
- e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.
- f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

Summary of requested code amendment(s):

27.08.040 Special Provisions.

2. Freestanding signs on school district campuses or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the

a. Only one sign, not exceeding 64 square feet in area, may be permitted.

b. The sign shall not exceed 20 feet in height.

c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.

d. The sign shall be oriented so that it does not directly face adjacent residential properties.

e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.

Reason(s) for code amendment(s):

Current language limits freestanding electronic reader board signs at all RSD sites except high schools. RSD would like to replace older signs with new signs similar to ones at newly constructed school campuses.

Is the proposed amendment consistent with the applicable provisions of the Comprehensive Plan? Is a Comprehensive Plan amendment necessary to implement the proposed amendment?

Yes, the amendment is consistent with the Comprehensive Plan.

No, an amendment to the Comprehensive Plan is not necessary.

Does the proposed amendment bear a substantial relation to the public health, safety, welfare and protection of the environment? Please explain:

No, the amendment will not substantially impact the public health, safety, welfare, and protection of the environment.

I hereby certify under penalty of perjury under the laws of the State of Washington that the following is true and correct:

1. I have read and examined this permit application. The information provided in this application contains no misstatement of fact.
2. I am an owner(s), authorized agent(s) of an owner(s), or I am currently a licensed contractor or specialty contractor under Chapter 18.27 RCW, or I am exempt from the requirements of Chapter 18.27 RCW.

Note: This application will not be processed unless the above certification is endorsed by an authorized agent of the owner(s) of the property in question and/or the owner(s) themselves. If the City of Richland has reason to believe that erroneous information has been supplied by an authorized agent of the owner(s) of the property in question and/or by the owner(s) themselves, processing of the application may be suspended.

Applicant Printed Name: Richard Krasner

Applicant Signature: _____ Date 10/11/2023

Exhibit 2

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 27.08 OF THE RICHLAND MUNICIPAL CODE RELATED TO SIGNS. TO AMEND SUBSECTION 27.08.040(A)(2) INCLUDING ELEMENTARY AND MIDDLE SCHOOLS TO PROVISIONS CURRENTLY ONLY PROVIDED FOR HIGH SCHOOL AND COLLEGE CAMPUSES

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with best practices; and

WHEREAS, critical areas ordinances commonly include a variance provision that allows the City's quasi-judicial decision-maker to grant legally allowable deviations from the strict letter of established land use regulations; and

WHEREAS, the City's Code Provisions for its Sign Ordinance, codified as Chapter 22.08 RMC, contains special provisions for high school and college campuses but not elementary and middle school campuses; and

WHEREAS, public educational institutions do not substantially differ in terms of the public's informational and locational needs and expectations.

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

Section 1. Subsection 27.08.040(A)(2) of the Richland Municipal Code, entitled Special Provisions, as first enacted by Ordinance No. 3-89, and last amended by Ordinance No. 08-19 § 4, is hereby amended to read as follows:

27.08.040 Special provisions.

2. Freestanding signs on school district campuses or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

- a. Only one sign, not exceeding 64 square feet in area, may be permitted.
- b. The sign shall not exceed 20 feet in height.
- c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.
- d. The sign shall be oriented so that it does not directly face adjacent residential properties.
- e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.
- f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

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

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____



Exhibit 3

File No. EA2023-131

CITY OF RICHLAND Determination of Non-Significance

Description of Proposal: The project is to remove and install freestanding reader board signs at various school district properties.

Proponent: Richland School District #400
6972 Keene Rd
West Richland, WA 99353

Location of Proposal: Citywide

Lead Agency: City of Richland

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

() There is no comment for the DNS.

(X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance.

() This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Mike Stevens

Position/Title: Planning Manager

Address: 625 Swift Blvd., MS #35, Richland, WA 99352

Date: December 27, 2023

Comments Due: January 10, 2023

Signature

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist

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

Instructions for applicants

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

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

Instructions for lead agencies

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

Use of checklist for nonproject proposals

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

A. Background [Find help answering background questions](#)

1. **Name of proposed project, if applicable:**
[Richland School District #400, Signage](#)
2. **Name of applicant:**
[Richland School District #400](#)
3. **Address and phone number of applicant and contact person:**
[6972 Keene Road, West Richland, WA 99353](#)
[\(509\) 967-6112](#)
richard.krasner@rsd.edu
4. **Date checklist prepared:**
[10/11/2023](#)
5. **Agency requesting checklist:**
[City of Richland](#)
6. **Proposed timing or schedule (including phasing, if applicable):**
[As soon as the text code amendment is approved, RSD will proceed in replacing signs at various school district properties.](#)
7. **Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**
[No.](#)
8. **List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**
[None known.](#)
9. **Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**
[A sign permit application for replacement signs has been submitted to the City of Richland.](#)
10. **List any government approvals or permits that will be needed for your proposal, if known.**
[Approval of Sign Permit application.](#)

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

The project is to remove and install freestanding reader board signs at various school district properties.

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

The site locations vary depending on the need for sign replacement. All locations are school district owned properties within the City of Richland.

B. Environmental Elements

1. Earth [Find help answering earth questions](#)

a. General description of the site:

Typically, the sites are relatively flat where signs are located.

Circle or highlight one: **Flat**, rolling, hilly, steep slopes, mountainous, other:

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

Typical locations have less than 2% slope.

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

Sites contain sand/gravel soil types.

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

There are no indications or history of unstable soils in the immediate vicinity.

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

No filling or grading is proposed with the projects, except footings for structural sign post installation, if need.

f. Could erosion occur because of clearing, construction, or use? If so, generally describe.

Minor wind and water erosion may occur at sign replacement and installation site.

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

At sign locations, existing surrounding materials (sod, asphalt or concrete) will be replaced at base of sign post areas if disturbed less than 36sf.

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

None proposed.

2. Air [Find help answering air questions](#)

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

Construction vehicle emissions.

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

None known.

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

None proposed.

3. Water [Find help answering water questions](#)

a. Surface Water: [Find help answering surface water questions](#)

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

There are no surface water bodies on the site or in the immediate vicinity.

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

No.

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

None.

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

No.

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

No.

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

No.

b. Ground Water: [Find help answering ground water questions](#)

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

No.

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

None.

c. Water Runoff (including stormwater):

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

No stormwater runoff is anticipated.

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

No.

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

No.

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

None.

4. Plants [Find help answering plants questions](#)

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

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

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

[On some sites, sod will be removed and replaced around sign post base.](#)

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

[None known.](#)

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

[If sod is removed during installation it will be replaced.](#)

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

[None known.](#)

5. Animals [Find help answering animal questions](#)

a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.

Examples include:

- Birds: hawk, heron, eagle [songbirds](#), other:
- Mammals: deer, bear, elk, beaver, other:
- Fish: bass, salmon, trout, herring, shellfish, other:

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

[None known.](#)

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

[Pacific Flyway](#)

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

[None proposed.](#)

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

[None known.](#)

6. Energy and Natural Resources [Find help answering energy and natural resource questions](#)

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.
On school site that currently do not have electronic reader board signs, electric power will be added.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.
No.
- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.
The electronic reader boards are LED. Following the RMC requirements will be turned off as required by code.

7. Environmental Health [Find help with answering environmental health questions](#)

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.
No.
- 1. Describe any known or possible contamination at the site from present or past uses.
None known.
 - a. Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.
None known.
 - b. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.
None known.
 - c. Describe special emergency services that might be required.
Only services already provided by City of Richland.
 - d. Proposed measures to reduce or control environmental health hazards, if any.
None proposed.

b. Noise

1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
None.
2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?
Short-term construction noise.
Long-term no change.
3. Proposed measures to reduce or control noise impacts, if any.
Construction will only occur during normal business hours.

8. Land and Shoreline Use [Find help answering land and shoreline use questions](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
All sites are schools and/or school district facilities. No effect on nearby properties is anticipated.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?
No.
 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?
No.
- c. Describe any structures on the site.
Structures include buildings and features normally found on school sites.
- d. Will any structures be demolished? If so, what?
Depending on need, some signs will be fully demolished.
- e. What is the current zoning classification of the site?
PPF
- f. What is the current comprehensive plan designation of the site?
PF

- g. If applicable, what is the current shoreline master program designation of the site?
Not applicable.
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
No.
- i. Approximately how many people would reside or work in the completed project?
The same as currently established on school sites.
- j. Approximately how many people would the completed project displace?
None.
- k. Proposed measures to avoid or reduce displacement impacts, if any.
None proposed.
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.
Submit plans and applications to City for staff review.
- m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any.
Not applicable.

9. Housing [Find help answering housing questions](#)

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.
None. Not applicable for sign replacement and installation.
- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.
None. Not applicable for sign replacement and installation.
- c. Proposed measures to reduce or control housing impacts, if any.
None proposed.

10. Aesthetics [Find help answering aesthetics questions](#)

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

Height is regulated by RMC.

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

None as regulated by RMC.

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

Compliance with zoning and code requirements.

11. Light and Glare [Find help answering light and glare questions](#)

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

Electronic Reader Board lighting during the daytime.

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

Sign is designed for minimal impact of site and RMC regulations will be followed.

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

None.

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

Lighting and controls in accordance with RMC.

12. Recreation [Find help answering recreation questions](#)

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

School playgrounds and green fields at most sites.

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

No.

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

None proposed.

13. Historic and Cultural Preservation [Find help answering historic and cultural preservation questions](#)

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

None known.

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

None known.

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

Not applicable

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

None needed.

14. Transportation [Find help with answering transportation questions](#)

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

Various school sites located throughout City of Richland street systems.
No new access is needed.

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

Ben Franklin Transit is routed throughout the City of Richland and includes stops along or near most school district sites.

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

No.

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

No.

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

No more than currently established.

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

No.

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

None proposed.

15. Public Services [Find help answering public service questions](#)

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

No.

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

None proposed.

16. Utilities [Find help answering utilities questions](#)

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

All of the above except septic system.

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

No additional utilities needed.

C. Signature [Find help about who should sign](#)

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

X

SEPA Responsible Official

Type name of signee: Richard Krasner

Position and agency/organization: Executive Director of Support Services & Operations

Date submitted: 10/12/2023

D. Supplemental sheet for nonproject actions [Find help for the nonproject actions worksheet](#)

IT IS NOT REQUIRED to use this section for project actions.

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

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

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

- Proposed measures to avoid or reduce such increases are:

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

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

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

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

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

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

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

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

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

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

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



Department of Commerce

Notice of Intent to Adopt Amendment / Notice of Adoption Cover Sheet

Pursuant to RCW 36.70A.106, the following jurisdiction provides the following required state agency notice.

Jurisdiction Name:	City of Richland Development Services Dept.
Select Submittal Type: Select the Type of Submittal listed. (Select one only)	☐ 30-Day Notice of Intent to Adopt Amendment. ☒ Request of Expedited Review Notice of Intent to Adopt Amendment. ☐ Supplemental Submittal for existing Notice of Intent to Adopt Amendment. ☐ Notice of Final Adoption of Amendment.
Amendment Type: Select Type of Amendment listed. (Select one only)	☐ Comprehensive Plan Amendment. ☒ Development Regulation Amendment. ☐ Critical Areas Ordinance Amendment. ☐ Combined Comprehensive and Development Regulation Amendments. ☐ Countywide Planning Policy .



Department of Commerce

Description Enter a brief description of the amendment. Begin your description with Proposed or Adopted , based on the type of Amendment you are submitting. Examples “ <i>Proposed comprehensive plan amendment for the GMA periodic update.</i> ” or “ <i>Adopted Ordinance 123, adoption amendment to the sign code.</i> ” Amendment Characteristics	Proposed Richland School District [RSD] request to amend the Richland Municipal Code [RMC] within RMC 27.08.040(A) to permit all public school district campuses, not just high schools, the benefit of the provisions of that Code section, which states that: “27.08.040 Special provisions. The following special provisions are provided to address situations posing unique signage requirements: A. Signs Subject to Approval by the Planning Commission. The following signs may be approved by the planning commission, provided they meet the criteria listed, unless waived by the commission: 2. Freestanding signs on high school or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A)...” Amend RMC 27.08.040(A)(2) to read: “Freestanding signs on school district campuses or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A)...”
Is this action part of your 5-year periodic update required under RCWA of the Transportation Management Act?	☐ Yes ☒ No
Proposed Dates: Enter the anticipated public hearing date(s) for your Planning Commission Planning Board or for your Council Commission.	Planning Commission January 24, 2024 City Council February 20, 2024 (First Reading) Proposed Date of Adoption March 5, 2024
Contact Information:	
A. Preferred Salutation (Examples: “Mr.”, “Ms.”, or “The Honorable” (elected official))	Mr.
B. Name	Matthew Howie
C. Title	Senior Planner
D. Email	mhowie@ci.richland.wa.us



Department of Commerce

E. Work Phone	(509) 942-75 7
. Cell Mobile Phone <i>(optional)</i>	
Consultant Information:	
. Is this person a consultant	☐ es
. Consulting firm name	
ould you li e Commerce to contact you for Tec nical Assistance regarding t is submitted amendment	☐ es

R IR D: Attach or include a copy of the proposed amendment te t or document(s). We do not accept a website hyperlink requiring us to retrieve e ternal documents. Jurisdictions must submit the actual document(s) to Commerce. If you e perience difficulty, please email the reviewteam@commerce.wa.gov

uestions Call the review team at (509) 725-3066.



Department of Commerce

ORDINANCE NO. 2023-XX

AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING CHAPTER 27.08 OF THE RICHLAND MUNICIPAL CODE RELATED TO SIGNS. TO AMEND SUBSECTION 27.08.040(A)(2) INCLUDING ELEMENTARY AND MIDDLE SCHOOLS TO PROVISIONS CURRENTLY ONLY PROVIDED FOR HIGH SCHOOL AND COLLEGE CAMPUSES

WHEREAS, the City has need, from time to time, to amend the Richland Municipal Code (RMC) to bring it into alignment with best practices; and

WHEREAS, critical areas ordinances commonly include a variance provision that allows the City's quasi-judicial decision-maker to grant legally allowable deviations from the strict letter of established land use regulations; and

WHEREAS, the City's Code Provisions for its Sign Ordinance, codified as Chapter 22.08 RMC, contains special provisions for high school and college campuses but not elementary and middle school campuses; and

WHEREAS, public educational institutions do not substantially differ in terms of the public's informational and locational needs and expectations.

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

Section 1. Subsection 27.08.040(A)(2) of the Richland Municipal Code, entitled Special Provisions, as first enacted by Ordinance No. 3-89, and last amended by Ordinance No. 08-19 § 4, is hereby amended to read as follows:

27.08.040 Special provisions.

2. Freestanding signs on school district campuses or college campuses may be allowed in addition to those signs permitted under Table 27.10.020(A), subject to the following criteria:

- a. Only one sign, not exceeding 64 square feet in area, may be permitted.
- b. The sign shall not exceed 20 feet in height.
- c. The sign shall meet minimum building setback requirements so that it will not obstruct either pedestrian or automobile traffic.
- d. The sign shall be oriented so that it does not directly face adjacent residential properties.
- e. If the sign contains an electronic reader board or is otherwise illuminated, all lighting shall be turned off between the hours of 10:00 p.m. and 7:00 a.m.
- f. Notice of the public meeting held to review an application for a freestanding sign shall be provided through posting of the site at the proposed sign location.

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



Department of Commerce

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

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2024.

Mayor

Attest:

Approved as to Form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

First Reading: _____

Second Reading: _____

Date Published: _____

From: [COM GMU Review Team](#)
To: [Howie, Matthew](#)
Subject: City of Richland - Expedited Review Request Granted for Submittal ID: 2023-S-6727
Date: Wednesday, January 10, 2024 7:22:58 AM

You don't often get email from reviewteam@commerce.wa.gov. [Learn why this is important](#)

EXTERNAL EMAIL exercise caution before clicking links or opening attachments.

Dear Mr. Howie,

Your request for an Expedited Review has been granted for: Proposed Richland School District [RSD] request to amend the Richland Municipal Code [RMC] within RMC 27.08.040(A)(2) to permit all public school district campuses, not just high schools, the benefit of the provisions of that Code section.

As of receipt of this email, you have met the Growth Management notice to state agency requirements in RCW 36.70A.106 for this submittal. Please keep this email as confirmation.

If you have any questions, please contact Steve Davenport at (360) 725-4023 or by email at steve.davenport@commerce.wa.gov.

~~~ ONLINE TRACKING SYSTEM AVAILABLE ~~~~

Log into our new PlanView system at <https://secureaccess.wa.gov/com/planview> where you can keep up with this submittal status, reprint communications and update your contact information.

Don't have a user account? Reply to this email to request one and attach a completed PlanView User Request Form.

Have questions about using PlanView? Use the PlanView User Manual for assistance at <https://www.commerce.wa.gov/serving-communities/growth-management/washington-department-of-commerce-growth-management-submitting-materials/>.

Sincerely,

Review Team  
Growth Management Services

## Exhibit 5

### MEMORANDUM

### *PUBLIC WORKS CIVIL AND UTILITY ENGINEERING*

T MATT EW WIE SENI R P ANNER

R M J N W ITTIER CI I EN INEER 1

DATE January 9<sup>th</sup>, 2024

S BJECT SEPA DNS APP ICATI N #EA2023-131 930 N ST. RIC AND  
SC DISTRICT E ECTR NIC SI N PR JECT

i Matthew,

Public Works has reviewed the submitted short plat application received on December 27<sup>th</sup>, 2023 and have the comments noted below.

1. During permit construction, all permanent structures shall remain outside of both e isting City Right-of-Way and e isting City-owned easements. Encroachments into City Right-of-Way or easements is prohibited.
2. Each individual sign that is placed in the future shall require a separate permit submission to review the location and any potential vision clearance triangle ( CT) issues, as defined in RMC 12.11.
3. If roadways, sidewalks, or shoulders are going to need to be obstructed for the installation of the new signs, then a traffic control plan will be required to be submitted for review by City staff at least one week prior to permit construction.

If you have any questions, please let me know.

Thank you,  
John W.  
7649

# McClatchy

The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

## AFFIDAVIT OF PUBLICATION

| Account # | Order Number | Identification                          | Order PO          | Amount   | Cols | Depth |
|-----------|--------------|-----------------------------------------|-------------------|----------|------|-------|
| 36823     | 507314       | Print Legal Ad-IPL01544980 - IPL0154498 | PC PHN-CA2023-106 | \$176.54 | 1    | 61 L  |

Attention: (company)

CITY OF RICHLAND/LEGALS  
625 SWIFT BLVD. MS-05  
RICHLAND, WA 99352

janderson@ci.richland.wa.us

### CITY OF RICHLAND NOTICE OF APPLICATION, PUBLIC HEARING

**Notice:** The City of Richland is proposing to amend the Richland Municipal Code by amending RMC 27.08.040(A)(2) to permit all public school district campuses, not just high schools, the benefit of the provisions of that Code section.

Pursuant to Richland Municipal Code [RMC] Section 19.20, the Richland Planning Commission will conduct a public hearing and review of the proposed code amendment on **Wednesday, January 24, 2024, at or after 6:00 p.m.** in the Council Chambers, Richland City Hall, 625 Swift Blvd., Richland, WA. All interested parties are invited to attend and present testimony at the public hearing.

#### Environmental Review:

The proposal is subject to environmental review. The City of Richland is lead agency for the proposal under the State Environmental Policy Act (SEPA) and has reviewed the proposed project for probable adverse environmental impacts. A Determination of Non-Significance (DNS) was issued by the City on December 27, 2023.

**Public Comment:** Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Matthew Howie, Senior Planner, 625 Swift Blvd., MS-35, Richland, WA 99352. Comments may also be emailed to mhowie@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, January 16, 2024, to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

Copies of the staff report and recommendation will be available on the City of Richland's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) beginning Wednesday, January 17, 2024.  
Date Published: Wednesday, January 10, 2024  
IPL0154498  
Jan 10 2024

COUNTY OF BENTON)

SS

STATE OF WASHINGTON)

Stefani Beard, being duly sworn, deposes and says, I am the Legals Clerk of The Tri-City Herald, a daily newspaper. That said newspaper is a local newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and it is now and has been for more than six months prior to the date of the publications hereinafter referred to, published continually as a daily newspaper in Benton County, Washington. That the attached is a true copy as it was printed in the regular and entire issue of the Tri-City Herald and not in a supplement thereof, ran 1 time (s) commencing on 01/10/2024, and ending on 01/10/2024 and that said newspaper was regularly distributed to its subscribers during all of this period.

1 insertion(s) published on:

01/10/24

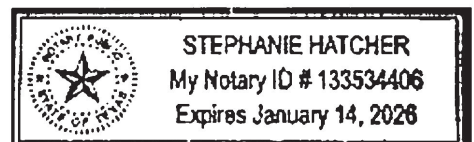
*Stefani Beard*

(Signature of Legals Clerk)

Sworn to and subscribed before me this 10th day of January in the year of 2024

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!



The Beaufort Gazette  
The Belleville News-Democrat  
Bellingham Herald  
Centre Daily Times  
Sun Herald  
Idaho Statesman  
Bradenton Herald  
The Charlotte Observer  
The State  
Ledger-Enquirer

Durham | The Herald-Sun  
Fort Worth Star-Telegram  
The Fresno Bee  
The Island Packet  
The Kansas City Star  
Lexington Herald-Leader  
The Telegraph - Macon  
Merced Sun-Star  
Miami Herald  
El Nuevo Herald

The Modesto Bee  
The Sun News - Myrtle Beach  
Raleigh News & Observer  
Rock Hill | The Herald  
The Sacramento Bee  
San Luis Obispo Tribune  
Tacoma | The News Tribune  
Tri-City Herald  
The Wichita Eagle  
The Olympian

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|-----------|--------------|-----------------------------------------|-------------------|----------|------|-------|
| 36823     | 507314       | Print Legal Ad-IPL01544980 - IPL0154498 | PC PHN-CA2023-106 | \$176.54 | 1    | 61 L  |

**Attention:** Jennifer Anderson

CITY OF RICHLAND/LEGALS  
625 SWIFT BLVD. MS-05  
RICHLAND, WA 99352

janderson@ci.richland.wa.us

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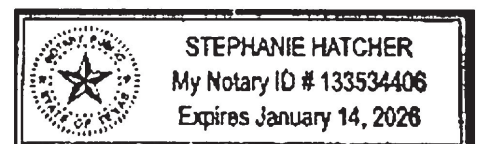
*Stefani Beard*

(Signature of Legals Clerk)

Sworn to and subscribed before me this 10th day of January in the year of 2024

*Stephanie Hatcher*

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.  
Legal document please do not destroy!





**MINUTES  
PLANNING COMMISSION SPECIAL MEETING  
Wednesday, January 24, 2024  
Richland City Hall - Council Chambers  
625 Swift Boulevard**

---

**Call to Order:**

Chair Richardson called the meeting to order at 6:00 p.m.

**Attendance:**

Present: Chair Richardson, Members Miller, Nicholson, and Maier

Also, present: Council Liaison VanDyke, Development Services Director Jensen, Planning Manager Stevens, Permit Technician Hogan.

**Approval of Agenda:**

Chair Richardson presented the meeting agenda for review and approval.

**COMMISSIONER MAIER MOVED AND COMMISSIONER NICHOLSON SECONDED THE MOTION TO APPROVE THE JANUARY 24, 2024, PLANNING COMMISSION MEETING AGENDA WITH MOVING ITEM NUMBER THREE TO BE THE FIRST ITEM OF BUSINESS. THE MOTION PASSED 4-0.**

**Public Comments:**

There were no public comments.

**New Business – Public Hearing:**

**1. CA2021-108 Badger Mountain South LUDR Amendments**

Chair Richardson recognized Mr. Stevens who gave a brief introduction and advised that the applicants have requested continuance of this item to the next planning commission meeting in February. The public hearing will still be held, but he wanted to make sure that those who speak on the item know that there might be revisions.

Amy and James Phifer provided comments regarding the LUDR expressing their concerns with the large number of changes being made to the LUDR with no gains. When they looked at the neighborhood back in 2017/2018 the vision they were told is not happening with lack of parks, open spaces and increase in retention ponds that are a risk.

**COMMISSIONER MAIER MOVED TO CONTINUE THE PUBLIC HEARING ON THE BADGER MOUNTAIN SOUTH LUDR AMENDMENTS TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING ON WEDNESDAY FEBRUARY 28,**



**2024 AND COMMISSIONER NICHOLSON SECONDED THE MOTION. MOTION PASSED 4-0.**

**Unfinished Business:**

**2. Waterfront Height Amendment (Continued from January 10, 2024)**

Chair Richardson recognized Mr. Stevens who gave a brief introduction of the agenda item. The Planning Commission agenda packet included an outline of changes staff recommends, along with a draft motion and revised finding of facts and conclusion of law. Mr. Stevens then provided an overview of code amendments proposed by staff.

Commissioner Nicholson questioned why the affordability aspect of the amendment was omitted from the agenda packet. Mr. Stevens replied that staff was not aware the commissioners wanted that information included. Chair Richardson confirmed that it would be an interest of his but does not want to hold up development by including it in this amendment.

Commissioner Maier wants clarity included regarding parking requirements when it moves forward to Council. She is also hopeful that the parking code revision will be forthcoming.

Chair Richardson was hopeful to see more requirements for mixed-use, especially when going above 55 feet to 85 feet. The mixed-use component allows people who don't live there or are walking by, can still enjoy the space that was created. Mr. Stevens confirmed that if it is City owned property there would be a chance to require mixed-use, but privately owned property the City would not have control.

Economic Development Manager Wallner spoke regarding mixed-use and development.

Chair Richardson appreciated the clarifications staff provided with the caveat that planning will revisit mixed-use and parking requirements in the near future.

**COMMISSIONER MAIER MOVED THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE PROPOSED AMENDMENTS TO RMC TITLE 23 AS IDENTIFIED IN THE DRAFT ORDINANCE AND AS MODIFIED FURTHER BY THE PLANNING COMMISSION (ATTACHMENT A) AND AS DISCUSSED WITH STAFF CLARIFYING THE LANGUAGE OF THE PARKING PERCENTAGES. THIS RECOMMENDATION IS BASED UPON THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW. COMMISSIONER MILLER SECONDED. THE MOTION PASSED 3-1.**

**New Business – Public Hearing:**

**3. CA2023-106 Proposed Amendment to RMC 27.08.040 (A)(2) – 930 Long Avenue**

Chair Richardson recognized Mr. Stevens to present the proposal to amend RMC 27.08.040 (A)(2). The Richland School District is requesting an amendment to allow all public-school campuses within the Parks and Public Facilities (PPF) land use district could construct freestanding signs for directional and informational purposes. If adopted, the proposed amendment will allow middle schools and elementary schools to also have freestanding signs in the PPF zone.

Chair Richardson opened the public hearing at 6:37 p.m.

Richard Krasner, who is with the Richland School District, thanked the commission for looking at the amendment. He spoke in favor of the amendment and opening it up to all schools.

Commissioner Maier requested clarification on present sign requirements, and what this amendment would do. Mr. Stevens provided clarification.

**COMMISSIONER MAIER MOVED THAT THE PLANNING COMMISSION CONCUR WITH THE FINDINGS AND CONCLUSIONS OUTLINED IN STAFF REPORT (CA2023-106) AND RECOMMEND TO THE CITY COUNCIL ADOPTION OF THE PROPOSED AMENDMENTS TO TITLE 27, SIGNS, AS PROVIDED IN THE DRAFT ORDINANCE ATTACHED TO THIS REPORT COMMISSIONER NICHOLSON SECONDED THE MOTION. THE MOTION PASSED 4-0.**

**Communications:**

Mr. Stevens stated that several different code amendments will be presented in the coming months. The city is also implementing a new permitting software with several different applications and processes that are outdated in the current code that planning will be looking at removing or modifying to better fit with the new permitting processes.

Council member VanDyke thanked Mr. Stevens and the planning staff for the language adjustments made for the Height Amendment. He also wanted to mention that Council had a workshop regarding Affordable/Attainable housing on January 23, 2024, and if Commissioners have not already watched, is worth watching the recording.

Commissioner Maier congratulated Chair Richardson on holding his first Commission meeting. Commissioner Maier wanted to also check in with where recruitment was at with open positions. Mr. Jensen confirmed that more applicants are needed.

**Adjournment:**

Chair Maier adjourned the meeting at 6:43 p.m.

/

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/

/

/

PREPARED BY: \_\_\_\_\_  
Jodi Hogan, Permit Technician

REVIEWED BY: \_\_\_\_\_  
Mike Stevens, Planning Manager

APPROVED BY: \_\_\_\_\_  
Jett Richardson, Chair

DATE APPROVED:

DATE PUBLISHED:

DRAFT



# COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

**Subject:**

Ordinance No. 2024-04, Rezoning Approximately 4.7 Acres from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2) (Closed Record) (First Reading)

Department/Office  
Development Services

Ordinance/Resolution Number:  
2024-04

Document Type:  
Ordinance

**Recommended Motion:**

Give first reading, by title only, to Ordinance No. 2024-04, rezoning approximately 4.7 acres from Agricultural (AG) and Suburban Agricultural (SAG) to Retail Business (C-2) subject to a Property Use and Development Agreement.

**Summary:**

Mallikarjuna Vallem, owner of Columbia Valley Property Holdings LLC, requests that property located at 2155 Keene Road and identified as Assessor's Parcel No. 1-2298-300-0002-005 be rezoned from Suburban Agricultural (SAG) and Agricultural (AG) to Retail Business (C-2). The site in question, which is located directly south of the intersection of Keene Road and Queensgate Boulevard, has been identified for commercial development through execution of Contract No. 92-10. The proposed rezone of 2155 Keene Road will satisfy a portion of Contract No. 92-10.

The Richland Hearing Examiner conducted an open-record public hearing on the rezone proposal on July 14, 2023. On December 6, 2023, the Hearing Examiner issued a formal recommendation of approval for the proposed rezone subject to adoption of a Property Use and Development Agreement that limited certain uses on the property and listed a number of other conditions of approval.

The primary concern expressed by residential neighbors to the west involves potential negative impacts that future commercial development could have on the homeowners of Country Ridge Estates. These concerns were also voiced during the developer's renegotiation of Contract No. 92-10, which was amended in 2022 with agreement of the Country Ridge Estates HOA. The Hearing Examiner determined that the best way to mitigate possible impacts is to enforce the buffering requirement established by Contract No. 92-10. As a result, a 204-foot buffer area between Country Ridge Estates and future commercial development on the rezone site has been defined and recommended for approval by the Hearing Examiner.

Staff recommends approval of Ordinance No. 2024-04, for first reading, by title only.

Fiscal Impact: None.

**Attachments:**

1. Ordinance No. 2024-04
2. Amendment to 2010 Land Development Agreement (Historical)
3. Commercial Buffer Map
4. Vicinity Map

**WHEN RECORDED RETURN TO:**

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

**ORDINANCE NO. 2024-04**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON, AMENDING TITLE 23: ZONING REGULATIONS OF THE RICHLAND MUNICIPAL CODE AND THE OFFICIAL ZONING MAP OF THE CITY TO CHANGE THE ZONING ON 4.7 ACRES FROM AGRICULTURE (AG) AND SUBURBAN AGRICULTURE (SAG) TO RETAIL BUSINESS COMMERCIAL (C-2); SAID PROPERTY BEING IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 1-2298-300-0002-005, AND ADOPTING THE FINDINGS AND CONCLUSIONS OF THE RICHLAND HEARING EXAMINER AS THE FINDINGS AND CONCLUSIONS OF THE RICHLAND CITY COUNCIL.**

**WHEREAS**, on July 14, 2023, the Richland Hearing Examiner held a duly advertised open-record public hearing to consider a petition from the applicant Columbia Valley Property Holdings, Mallikarjuna Vallem, to change the zoning of the property hereafter described in Section 2 and identified as Assessor's Parcel Number 1-2298-300-0002-005; and

**WHEREAS**, following the July 14, 2023 open-record public hearing, the Richland Hearing Examiner issued an 18-page written recommendation to the Richland City Council that concluded with a favorable recommendation to approve the requested rezone subject to execution of a Property Use and Development Agreement; and

**WHEREAS**, the Richland City Council has considered the written recommendation of the Richland Hearing Examiner and the record created during the July 14, 2023 open-record public hearing; and

**WHEREAS**, as required by RMC 19.20.030, the Richland City Council conducted a closed-record decision hearing on February 20, 2024 and has considered the totality of the record.

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

Section 1. The findings of fact and conclusions of law contained in the Richland Hearing Examiner's Report dated December 6, 2023, attached hereto as **Exhibit A** and incorporated herein by this reference, are hereby adopted as the findings and conclusions of the Richland City Council.

Section 2. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Retail Business Commercial (C-2), with additional land use restrictions imposed by a duly executed *Property Use and Development Agreement*, when consideration is given to the interests of the public.

Section 3. Contingent upon the recordation, as provided in Section 6 herein and within 90 days of passage of this Ordinance, of a duly executed, delivered and accepted *Property Use and Development Agreement* substantially in the form attached hereto as **Exhibit B** by Petitioner for rezone of the property identified herein, restricting the use and development of such property more specifically described as follows:

REVISED LOT 3 OF RECORD OF SURVEY 5735

such property is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Retail Business Commercial (C-2) subject to the land use limitations of the *Property Use and Development Agreement* attached as **Exhibit B**.

Section 4. Title 23 of the Richland Municipal Code and the Official Zoning Map of the City of Richland as adopted by RMC 23.08.040 are hereby amended by amending Sectional Maps Nos. 16 and 17, which are two (2) of a series of maps constituting said Official Zoning Map of the City of Richland, as shown on the attached Sectional Map Nos. 16 and 17 bearing the number and date of passage of this Ordinance, and by this reference made a part of this Ordinance and of the Official Zoning Map of the City of Richland.

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

Section 6. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this Ordinance and the attached amended Sectional Map Nos. 16 and 17, duly certified by the City Clerk as a true copy, together with **Exhibit A** (Richland Hearing Examiner's Report) and **Exhibit B** (the duly executed *Property Use and Development Agreement*).

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

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

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

**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

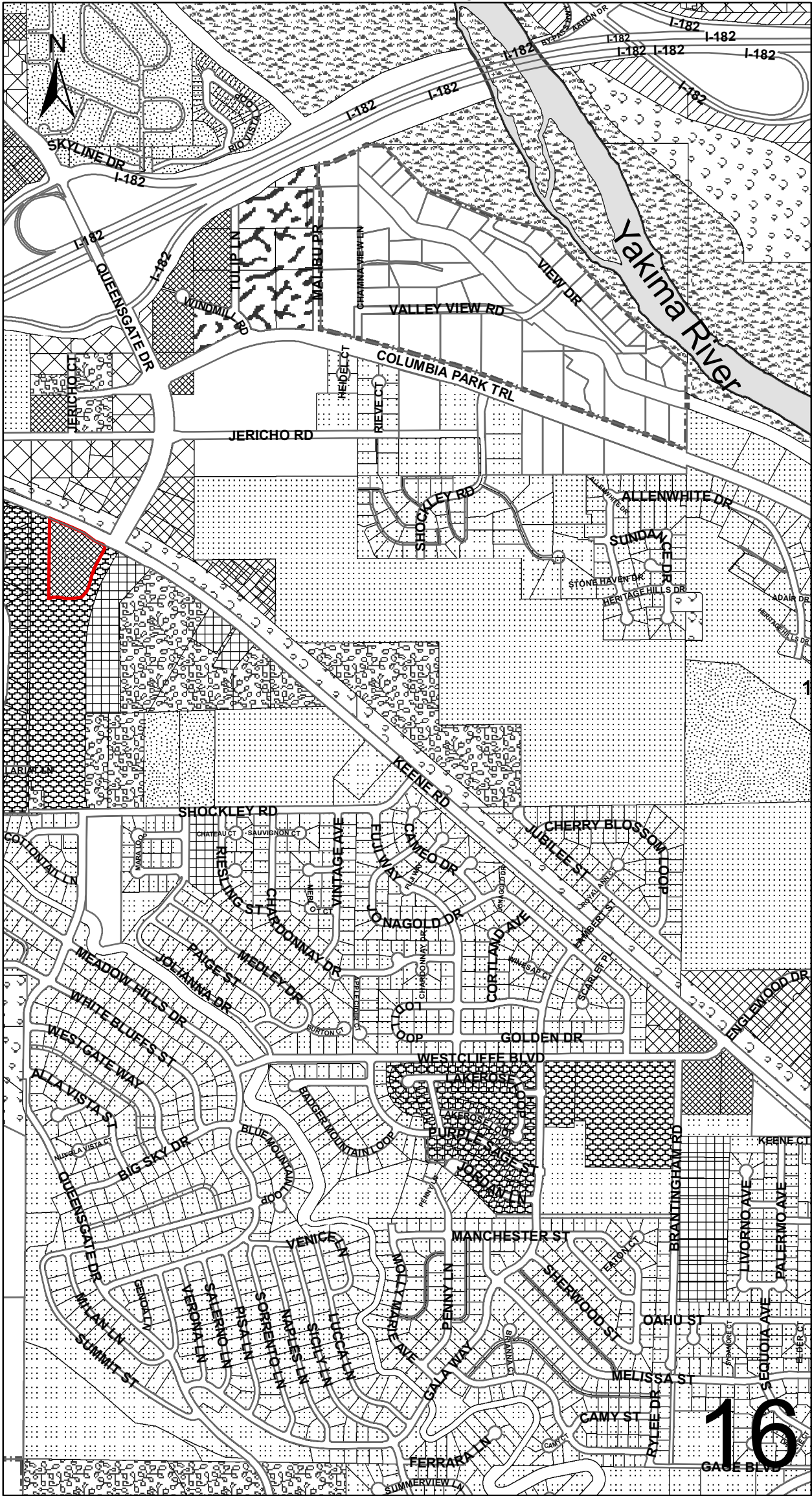
\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Date Published: \_\_\_\_\_







Before Hearing Examiner  
Gary N. McLean

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

Regarding the Application to **Rezone** a 4.7-  
acre parcel from AG (Agriculture) and SAG  
(Suburban Agriculture) to C-2 (Retail  
Business Commercial), submitted by

**File No. Z2023-106**

**COLUMBIA VALLEY PROPERTY HOLDINGS)**  
(MALLIKARJUNA VALLEM),

**FINDINGS OF FACT,  
CONCLUSIONS AND  
RECOMMENDATION**

Applicant/Owner

**I. SUMMARY OF RECOMMENDATION.**

Subject to terms of a concomitant agreement regarding future use and development of the site, the applicant can meet its burden of proof to demonstrate that its requested rezone merits approval.

The property at issue is now zoned AG (Agriculture) and SAG (Suburban Agriculture), though most of the parcel is designated as suitable for Commercial development, with a small portion on the western boundary designated as low-density residential. There is no dispute that the current AG and SAG zoning designations are inconsistent with the City's Comprehensive Plan.

While this application is for a site-specific rezone, the property is subject to terms of a Development Agreement initially approved by the City Council in 2010 (*Ex. 4, Contract 92-10*), amended by the City Council in 2022 (*Ex. 5, Ordinance No. 2022-03*), which have generated disagreement between the applicant, surrounding property owners, and City staff. In short, there is a distinct difference of opinion regarding what sort of uses and activities can or should be permitted to occur in the portion of the site that is generally designated as a "buffer" area separating potential commercial development from the Country Ridge neighborhood to the west. The Development Agreement explains how the buffer area should

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1 be subject to low-density residential standards (R-1-12 zoning), among other things, with the  
2 indisputable purpose being to provide a meaningful buffer.

3 As explained below, the size of the “buffer” between the Country Ridge property  
4 boundary and the rezone site would be 204 feet, which would include 59 feet of the  
5 westernmost portion of the rezone site. The applicant proposed a 204-foot building setback  
6 for any new commercial buildings; whereas Staff and some local residents prefer the 204-  
7 foot buffer to restrict more than just placement of a commercial building, but associated  
8 commercial activities and uses, like parking, loading, and large trash-containers commonly  
9 found along the back side of retail/grocery/hardware stores and other commercial buildings.

10 The pending application would rezone the entire site to C-2 (Retail Business  
11 Commercial) – subject to terms of a proposed concomitant agreement intended to satisfy the  
12 buffer and other requirements found in the Development Agreement, as amended in 2022.  
13 The disagreement focuses on the width of any buffer (is it really 204-feet for all commercial  
14 activities or is it just a 204-foot commercial building setback?) and what sort of measures  
15 should be included in a concomitant agreement to satisfy the intent and purpose of the buffer  
16 and other development standards addressed in the Development Agreement.

17 This requested rezone does not approve any development activity on the site. As with  
18 all development proposals, City Development Regulations will apply to any specific projects  
19 that may eventually be proposed on the site.

20 Based on substantial input from the applicant, Staff, and adjacent property owners,  
21 and additional research by the Examiner, for reasons explained below, the Hearing Examiner  
22 respectfully recommends that the City Council approve the applicant’s pending request to  
23 rezone their parcel from AG and SAG to the C-2 zoning district, subject to terms of an  
24 appropriate concomitant agreement that will address use and development of the site in a  
25 manner that is consistent with the Development Agreement (Contract 92-10), as amended in  
26 2022 (Ord. 2022-03).

## 19 II. BACKGROUND and APPLICABLE LAW.

20 In this matter, the Hearing Examiner has jurisdiction to conduct an open record public  
21 hearing on the site-specific rezone application at issue and is directed to issue a written  
22 recommendation for consideration and final action by the Richland City Council. *See*  
23 Richland Municipal Code (RMC) 19.20.010(D)(identifies “site-specific rezones” as Type  
24 IIIA permit applications); RMC 23.70.210(A)(“The hearing examiner shall conduct an open  
25 record public hearing as required by RMC Title 19 for a Type IIIA permit application.”); and  
26 RMC 19.20.030(granting jurisdiction to Hearing Examiner to conduct public hearing and  
issue recommendation to City Council); RMC 19.25.110(authority for Examiner actions,

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including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city's development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060.

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

Finally, this is not a simple site-specific rezone application – because it involves a binding Development Agreement that applies to the site, and controversy as to how wide a buffer should be and the types of uses or activities that should be allowed to occur in such buffer.

### III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements applicable policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the current AG (Agriculture) and SAG (Suburban Agriculture) zoning was adopted for the site?

*Short Answer:* Yes to both, subject to adoption of an appropriate concomitant agreement that will ensure future development and activities on the site fulfill special considerations addressed in the Development Agreement for the property. The rezone would effectuate that Comprehensive Plan and eliminate a nonconformity that currently exists between such Plan and city zoning maps. The requested C-2 zone would allow for a mix of retail business uses that could provide access to products and services for the growing population in the immediate area, none of which is allowed in the AG or SAG zone. Commercial development is occurring on properties along both the Keene Road and Queensgate corridors at a rapid pace, showing a

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

change of circumstances that supports this requested rezone.

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

*Short Answer:* Yes, because the rezone is consistent with the City's Comprehensive Plan, and any future, project-specific proposal will have to meet city development regulations, including SEPA, relevant zoning provisions, traffic impact reviews, public infrastructure concurrency reviews, and payment of any impact fees in effect at the time of an application. Vacant, undeveloped, Commercial-designated property in an area already served with newer transportation and utility infrastructure is not consistent with state and local policies that encourage such development in designated urban growth areas, like those in the Richland City limits. The current AG and SAG zoning designations applied to the site are no longer appropriate or in the public interest. This recommendation is conditioned on the Council's concurrent adoption of an appropriate concomitant agreement that would address future use and development of the property, so as to address legitimate concerns raised by adjacent property owners and staff, and to comply with the terms of prior City Council actions guiding development of the site, particularly the 2010 Development Agreement as amended in 2022.

#### IV. RECORD.

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

Public notices regarding the application and public hearing were mailed, posted, and published as required by city codes prior to the public hearing, which opened in June with a continuance granted to the July 2023 agenda. (*Staff Report, page 11; Exhibit 8; Testimony of Mr. Stevens*).

**Hearing Testimony:** The following individuals provided testimony at the public hearing, held in person at Richland City Hall on July 14, 2023, with the Zoom online platform coordinated by staff to allow testimony or observation from a remote location:

1. Mike Stevens, the City's Planning Manager;
2. Peter Hartster, Applicant's project engineer;
3. Rick Simon, Applicant's land use consultant;
4. Hamed Aziz, in-house counsel for the applicant;
5. Michael Froehlich, local resident, spoke for the Country Ridge HoA;

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6. Natalie Martinez, Country Ridge resident; and
7. Nader Samaan, Country Ridge resident.

***Exhibits:*** The Development Services Division Staff Report for the requested Rezone, including a recommendation of approval subject to terms of a Property Use and Development Agreement, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Rezone Application Materials
2. Zoning and Land Use maps
3. Ordinance No. 21-10, which adopted the original Development Agreement in 2010 for the property and included Findings and Conclusions in Sec. 1.01 that were essentially ratified and confirmed by the City Council in 2022 through approval of Ord. No. 2022-03, which adopted such findings and conclusions by reference.
4. Contract 92-10
5. Ordinance No. 2022-03
6. BLA 2022-115
7. PUD 2022-101, site plan (Terraces at Queensgate PUD)
8. Public Notices & Affidavits
9. Agency comments
10. Public Comments
11. Analysis and discussions regarding road locations
12. Applicant's requested changes to Staff's recommended conditions for Property Use and Development Agreement, submitted at the public hearing by Mr. Simon

***Post-hearing submittals and additional public records, all as authorized or added by the Examiner:***

13. Email from Mr. Stevens, including Staff Response memo addressing the applicant's preferred conditions, and requesting additional time for the applicant and Country Ridge HoA parties to respond.
14. Applicant's reply to Staff's Response, via email from attorney M. Fickes.
15. Country Ridge HoA response to applicant's "proposed amendments" to recommended conditions of approval, in form of an email from Michael Froelich.
16. Email from the Examiner to Mr. Stevens (to forward to other parties), confirming record was open to allow for responses from the applicant and Country Ridge HoA, with final word from the applicant.
17. Undated, final comments from the applicant.
18. Recommendation of Approval from the Examiner for the applicant's "Terraces at Queensgate South" PUD, dated Feb. 14, 2023.
19. Ordinance No. 2023-07, approving Terraces PUD, adopting recommended conditions of the Examiner, adopted by the City Council on May 2, 2023.

The Examiner has visited the road network and neighborhoods in the vicinity of the

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proposed rezone on multiple occasions over the past few years in connection with other applications, including two site visits in weeks after the public hearing, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

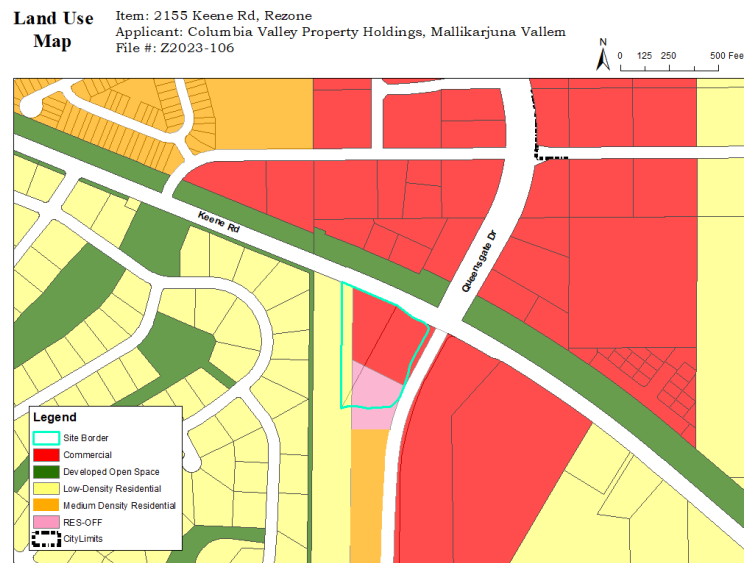
## V. FINDINGS OF FACT.

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

### *Application, Site Location and Conditions.*

1. In this application, the applicant and property owner, Columbia Valley Property Holdings, LLC, with Mallikarjuna Vallem as its Managing Member, requests a rezone of a parcel of property from Agriculture (AG) and Suburban Agriculture to C-2 (Retail Business Commercial). (*Ex. 1, Application materials*).

2. The property and boundaries addressed in this rezone application were established in October of last year, when the applicant obtained approval for a Boundary Line Adjustment (*Ex. 6*), resulting in a 4.7-acre parcel located and configured as outlined in green in the following map provided in the Staff Report, which also shows how the applicant's recently-reconfigured property includes a strip of land in its western border that is designated for Low-Density Residential uses in the City's Comprehensive Plan. This is part of the area that is described as a "buffer" in the Development Agreement addressed in this Recommendation.



(*Staff Report, page 5, Figure 2 – Comprehensive Plan Land Use Map*).

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3. There is no dispute that the rezone site is a portion of a much larger (47 acre) collection of properties that are subject to terms of a Development Agreement adopted by the Richland City Council in 2010 and amended in 2022. The following background findings are largely based upon recitals and findings found in Ordinance No. 2022-03, amending the original development agreement. *(See Ex. 4, original 2010 Development Agreement; Ex. 3, Ord. No. 21-10 approving 2010 Development Agreement; and Ex. 5, Ord. No. 2022-03).*

***Background.***

4. On July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge *(the “Original Agreement”, aka Richland Contract No. 92-10, included in the Record as Ex. 4).*

5. The Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 *(Ex. 3)* for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property *(see Eastern Washington Growth Management Hearing Board Appeal No. 09-1004).*

6. Despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals.

7. At some point in the last few years, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC, with Mallikarjuna Vallem listed as its managing member/Governor. *(SoS Website, LLC registration information).*

8. After taking control and ownership of the site, the applicant submitted a request from to amend the Original Agreement, with a letter of support from the Country Ridge Homeowners Association. The City Council noted that “the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10.” *(Preamble, Ord. No. 2022-03).*

9. While amending the Original Development Agreement, the City Council adopted all findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 by reference. *(See Ex. 5, Ord. No. 2022-03, Section 1).* Of particular relevance to this pending rezone application, those findings and conclusions include without limitation the following:

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10. The area adjacent to Keene Road and the future Keene Road/Queensgate Drive intersection is suitable for commercial land uses given the existing and proposed transportation system in the area and the proximity of existing commercial uses located directly north of the subject properties;
12. The proposed agreements provide a number of specific mitigation measures that will ensure that future development of the site will be appropriately buffered. Measures include the provision of low density residential development immediately adjacent to adjoining properties; the construction of a masonry wall; the provision of buffers; restrictions on the nature of future commercial uses and the provision of design standards to guide the appearance and size of future commercial buildings;
16. The conditions listed in the development agreement are necessary and desirable to ensure that appropriate separation of differing land uses is provided to mitigate land use impacts

(Ex. 3, Ord. No. 21-10, Section 1.01, Finding Nos. 10, 12, and 16).

10. The Development Agreement included express conditions addressing “Future Uses”, found in Section 10 of such Agreement, some of which remained unchanged by the 2022 Ordinance. Those provisions include Sec. 10(a) and 10(e) that mandate a “buffer area” along the western property boundary and “buffer standards” for the eastern boundary of the site, which clearly reflect concerns that adequate separation should be provided between commercial uses and adjacent low density residential sites. Sections 10(a) and 10(e) of the Development Agreement still read as follows:

- a) A buffer area of Low density residential development designated along the westerly property boundary of the Site, adjacent to the Country Ridge property line and zoned for R-1-12. The buffer would provide for two tiers of single family residential lots separated by a road corridor, providing for an overall density not to exceed three (3) lots per acre (inclusive of such road corridor). A Planned Unit Development may be utilized to achieve a density average consistent with this agreement. These lots would meet all R-1-12 zoning standards, and such lots adjoining the adjacent Country Ridge development shall be laid out with their rear yards facing the County Ridge property line.
- e) Buffer standards for the eastern boundary of the site shall be established at the time a specific zoning proposal is submitted to the City and at a minimum shall address:
1. Building setbacks;
  2. Maximum building height;
  3. Landscape screening and/or fencing;
  4. Restrictions on outdoor lighting;

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5. Restrictions on location of outdoor storage areas, truck loading docks, refuse collection areas.

The intent of the buffer shall be to provide an adequate separation between the proposed commercial/multi-family residential use and the adjoining low density residential land use to protect the low density residential property from impacts of noise, and light and glare.

11. There is no credible dispute that the effect of requiring the western portion of the site – where a portion of the rezone property is located – to “meet all R-1-12 zoning standards” would not allow for outdoor storage areas, truck loading docks, refuse collection areas, or other uses and activities that are commonly associated with commercial development projects.

12. Conversely, without a concomitant agreement that would limit or restrict such uses or activities, there is no dispute that the applicant’s requested C-2 zoning for the entire property would allow for “a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city,” where “[a]ll activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. (See RMC 23.22.010, captioned “Purpose of commercial use districts,” Sec. C, describing the “C-2” Retail Business Commercial zone).

13. Staff submitted a post-hearing response to requests for changes to recommended conditions from the applicant made during the public hearing, which credibly explains that a building setback alone from the western boundary of the rezone site would not adequately take into consideration other commercial activities that could have a negative impact on residents in the Country Ridge neighborhood – including parking lots, light standards [poles, equipment, fixtures], loading/unloading areas for semi-trucks, large trash containers, and other uses or activities which item 10(a) from the Development Agreement intended to be separated from the Country Ridge neighborhood via a required buffer. (*Ex. 13, Post-hearing response memo from Staff, referring to Development Agreement, Sec. 10(a))*).

14. The Examiner finds and concludes that placement of off-street loading (including without limitation semi-truck loading docks), customer parking, large light poles and fixtures, outdoor storage areas, refuse collection areas, and other uses or activities commonly associated with commercial development projects, within the area of the property that is intended to serve as a buffer between commercial development and the adjacent Country Ridge neighborhood, would not be consistent with the Development Agreement. Accordingly, it is necessary to condition this requested rezone with contemporaneous approval of an appropriate concomitant agreement that would ensure that commercial

development activities and uses are not placed in the buffer area described for the western portion of the rezone site.

15. Again, the City Council findings from 2010 adopting the Development Agreement were ratified and confirmed in 2022 when the Agreement was amended and expressly provide that “The conditions listed in the development agreement are necessary and desirable to ensure that appropriate separation of differing land uses is provided to mitigate land use impacts.” (*Finding No. 16, in Sec. 1.01 of Ord. No. 21-10, adopted by reference in Ord. No. 2022-03*).

16. While the applicant’s representatives appear to have sought consensus from adjacent property owners and staff, their requests for changes to the recommended conditions for a concomitant agreement – so that any concomitant agreement would only limit the placement of a commercial building to a particular buffer/setback line without also restricting commercial uses and activities in the buffer area – amplify concerns from neighboring property owners and staff that a future project may indeed come forward and seek to locate outdoor storage, customer parking, loading docks, refuse collection receptacles, and similar activities commonly associated with retail commercial businesses within the buffer area. Placing such activities along the western part of the rezone site would effectively reduce the buffer and increase potential impacts on properties to the west.

17. Based on site visits to newer commercial developments throughout the City of Richland, the Examiner finds and concludes that concerns associated with potential noise, light, and glare that might result from placement of commercial activities in the buffer area are legitimate concerns. The applicant’s arguments and suggestions that a narrower buffer should be sufficient seems to be a race to see just how narrow a strip of land that planners and engineers might be able to say would be adequate to fit two tiers of residential lots separated by a road corridor – the general ‘yardstick’ used in the Development Agreement to describe the width of the buffer area on the west side of the site. That does not appear to be what the Council intended. Instead, a meaningful, genuine “buffer area” is envisioned in the original Development Agreement, and findings supporting the need for such buffer area were confirmed by the Council in 2022.

### ***Discussion.***

18. The Staff Report summarizes the applicant’s request – which expressly includes a request (or suggestion) that the rezone should be conditioned upon contemporaneous adoption of an appropriate concomitant agreement (aka property use and development agreement), limiting the type of commercial uses on site, and mandating some specific design standards, among other things. Almost all of the recommended conditions listed on pages 15-17 of the Staff Report read the same as those proposed by the applicant in Ex. 1, on .pdf pages 40-41.

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1 19. Specifically, the application materials include the following statement:

2 In order to ensure that the development proceeds in accordance with the descriptions  
3 provided within this narrative, the applicants propose that zoning restrictions be made of  
4 record through a concomitant agreement or similar document, acceptable to the City and  
5 that would include the following restrictions [...]. (*Ex. 1, application materials, on page  
6 9 of application narrative, .pdf page 40, which then lists more than 20 items*).

7 20. The applicant argues that the landscaped storm pond retention area associated with  
8 The Terraces at Queensgate South PUD (approved by the City Council in May of this year)  
9 will serve as a “superior buffer compared to two tiers of residential lots with a road.” (*Ex.  
10 17, Applicant’s final written reply to Staff response*). While the applicant strongly argues  
11 that “a 204 [foot] separation between Country Ridge and the commercial tract is not  
12 required<sup>2</sup>,” the application materials expressly request adoption of Property Use and  
13 Development agreement to create a 204-foot building setback between the Country Ridge  
14 Boundary and commercial buildings. For instance, a letter from Mr. Simon, included as part  
15 of *Ex. 1*, reads in relevant part as follows:

16 “In response to the assertion made in the staff report that a 204 foot buffer is required  
17 between the Country Ridge plat and future commercial development, Columbia Valley  
18 Property Holdings is willing to stipulate as a part of the Property Use and Development  
19 Agreement, that all future commercial building(s) would be set back 204 feet (emphasis  
20 added) from the Country Ridge property boundary, or 59 feet from the boundary of  
21 Tract E. We trust that this 204 foot setback will satisfy the staff’s concerns.” (*Ex. 1,  
22 .pdf page 24, letter from Applicant’s consultant, Mr. Simon*).

23 21. The Examiner finds and concludes that the applicant’s reduced buffer area proposal,  
24 which would only provide for a 204-foot building setback from the Country Ridge boundary,  
25 would not be in the public’s interest, and appears to be inconsistent with the City Council’s  
26 intent that a genuine buffer – of at least 204-feet – should be placed between commercial  
activities on the rezone site and the Country Ridge boundary. Again, the applicant’s  
suggested language would still allow for delivery truck loading and unloading, outdoor  
storage, parking, large light poles and equipment, and other commercial activities all in the  
open, within the 59-foot area they wish to exclude from the 204-foot buffer. Such activities,  
if allowed to occur within an area the same width as that needed to place two rows of  
residential lots and a roadway in the recently approved Terraces PUD, would not be  
consistent with the buffer requirement emphasized and described in several portions of the  
applicable Development Agreement, as amended.

27 <sup>2</sup> Ex. 17, Applicant’s final written reply to Staff response.

22. Subject to appropriate terms in a concomitant agreement (aka property use and development agreement), including without limitation a meaningful buffer area of 204-feet, this application would eliminate the site's nonconformity with the City's Comp. Plan, by replacing the current AG and SAG zoning with the C-2 zone. Thus, the requested rezone can be approved in a manner that is consistent with and will implement policies in the City's Comp. Plan and the applicable Development Agreement, which applies to this property.

23. Changed circumstances also support the requested rezone. Rapid residential development in the surrounding area has increased density in a potential retail service area, and demand for retail businesses and services has increased for properties like the rezone site. The current Agriculture/SAG zoning does not serve a useful purpose in this location.

24. The Examiner concurs with the opinion of staff and finds that the proposed C-2 zoning, approved with an appropriate property use and development agreement, would be compatible with the vicinity and that the site's proximity to well-built roadways, utilities, public infrastructure, and potential customers living in surrounding residential areas, should make the property a highly desirable site for retail businesses and commercial uses allowed under this application. *(Site visits; terms of proposed property use and development agreement, limiting some uses, and applying other appropriate conditions that are supported by the record and provisions of the Development Agreement).*

25. Because staff deemed the application to be consistent with the City's Comprehensive Plan and terms of the Development Agreement – subject to adopting of an appropriate property use and development agreement along with the requested rezone – the pending application is categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *(Staff Report, page 10).*

26. The proposed property use and development agreement is written to prohibit a list of more than a dozen uses that would not be compatible with surrounding uses on adjacent properties. *(Staff Report, page 12; Ex. 1, application materials, on .pdf page 40).* The list of commercial uses that will not be permitted reads as follows:

- a. Automotive Repair Uses;
- b. Car Wash;
- c. Fuel Station/Mini Mart;
- d. Truck Rentals;
- e. Truck Stop;
- f. Vehicle Sales;
- g. Contractor's Offices;
- h. Funeral Establishments;
- i. Laundry/Dry Cleaning Uses;
- j. Telemarketing Services;
- k. Emergency Shelters;

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1 l. Transitional Housing;  
m. Secondhand Store.

2 ***Public services and utilities are adequate and readily available to serve the site.***

3 27. As part of the review process, City staff confirmed that, adequate utilities, including  
4 without limitation water, sewer, stormwater, irrigation, and electricity, are in place and/or  
5 readily available, some with connections needed, but all with adequate capacity, to serve the  
parcel that is at issue in this matter. (*Staff Report, pages 8, 9*).

6 ***Consistency with City Codes and Comprehensive Plan.***

7 28. There is no dispute that the rezone site is already designated as suitable for Retail  
8 Business (C-2) zoning. (*Development Agreement, as amended*). The recommended terms of  
9 an appropriate property use and development agreement are necessary to ensure that future  
10 commercial activities on the site are consistent with provisions of the Development  
11 Agreement that applies to this property, including without limitation those that clearly  
envision a meaningful buffer of about 204-feet between Country Ridge and commercial  
activities on the rezone site.

12 ***General findings.***

13 29. Subject to terms of the recommended property use and development agreement – the  
14 requested rezone bears a substantial relationship to the public health, safety, and general  
welfare; and the requested rezone will be appropriate in the context of adjacent properties.

15 30. The Development Services Division Staff Report, prepared by Mr. Hendricks,  
16 includes a number of specific findings and explanations that establish how the underlying  
17 application satisfies provisions of applicable law and is consistent with the city's  
18 Comprehensive Plan and zoning regulations. Except as modified in this Recommendation,  
all Findings contained in the Staff Report are incorporated herein by reference as Findings of  
the undersigned-hearing examiner.

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

22 **VI. CONCLUSIONS.**

23 Based upon the record, and the Findings set forth above, the Examiner issues the  
24 following Conclusions:

25 FINDINGS OF FACT, CONCLUSIONS AND  
26 RECOMMENDATION OF APPROVAL FOR 2155  
KEENE ROAD REZONE APPLICATION –  
FILE NO. Z2023-106

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1. The applicant met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan and the applicable Development Agreement, if the rezone approval is subject to terms of a property use and development agreement addressed in this Recommendation. *Findings; Staff Report.*

2. The applicant met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony in the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate all uses permitted in the C-2 zone requested herein.

4. Subject to compliance with terms of the recommended property use and development agreement, the rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property. The rezone will help facilitate retail commercial development on the property, thereby implementing City goals and policies, including without limitation those that seek to provide access to commercial uses that serve the needs of adjacent residential neighborhoods, and promote economic development. (*Staff Report, pages 5-6*).

5. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is highly unlikely, the rezone approval is conditioned upon terms of an appropriate property use and development agreement for the site.

6. As required by RMC 19.50.010(C), the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The surrounding road network is fully functional, and no transportation concurrency problems are likely to arise as a result of the rezone for the site. Development regulations, including without limitation those detailing frontage improvements, limited access, roadway improvements, impact fees, setbacks, and the like, will apply to any future project built on the site.

7. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

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

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR 2155  
KEENE ROAD REZONE APPLICATION –  
FILE NO. Z2023-106**

**GARY N. McLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

1 **VII. RECOMMENDATION.**

2 Based upon the preceding Findings and Conclusions, the Hearing Examiner  
3 recommends that the Columbia Valley Property Holdings application (File No. Z2023-106)  
4 to rezone a 4.7-acre site located at 2155 Keene Road from its current AG (Agriculture) and  
5 SAG (Suburban Agriculture) zone to the C-2 (Retail Business) zoning district, which is  
6 consistent with the land use designation assigned to the area in its Comprehensive Plan and  
7 the Development Agreement for the property, should be **APPROVED, subject to**  
8 **contemporaneous adoption of a property use and development agreement that includes**  
9 **conditions provided as part of this Recommendation.**

10 ISSUED this 6<sup>th</sup> Day of December, 2023

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12 \_\_\_\_\_  
13 Gary N. McLean  
14 Hearing Examiner  
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25 FINDINGS OF FACT, CONCLUSIONS AND  
26 RECOMMENDATION OF APPROVAL FOR 2155  
KEENE ROAD REZONE APPLICATION –  
FILE NO. Z2023-106

GARY N. MCLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352



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**CONDITIONS OF APPROVAL  
TO INCLUDE AS PART OF A  
PROPERTY USE AND DEVELOPMENT AGREEMENT  
FOR THE  
COLUMBIA VALLEY HOLDINGS REZONE**

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FILE NO. Z2023-106  
LOCATION: 2155 KEENE ROAD

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*In accord with authority granted in the Richland Municipal Code, the hearing examiner recommends approval of the above-referenced rezone application subject to conditions, modifications and restrictions set forth below, all found necessary to make the application compatible with the environment, and carry out applicable state laws and regulations, and the regulations, policies, objectives and goals of the city's comprehensive plan, zoning code, and the applicable Development Agreement for the project site, and other ordinances, policies and objectives of the city.*

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**General Conditions:**

1. Should development occur upon Parcel 3 (the Rezone property) prior to the completion of the Terraces at Queensgate Planned Unit Development project, the owner/applicant shall be required to complete the full buildout of the adjacent roadways and/or all associated frontage improvements along Parcel 3.
2. The location/establishment of driveways for Parcel 3 have been pre-approved as a result of The Terraces at Queensgate PUD project. Additional and/or relocated driveways onto Parcel 3 will not be allowed.
3. Any applicable or relevant Conditions of Approval for the Terraces at Queensgate PUD shall remain in full force and effect for the rezone property (Parcel 3) following approval of this rezone.

**Uses:**

4. Future use of the subject properties shall be consistent with the land uses as identified in the C-2 Retail Business zone as it exists today (time of council review) or as it may be amended in the future, provided that the following uses shall not be permitted:
  - a. Automotive Repair Uses;
  - b. Car Wash;
  - c. Fuel Station/Mini Mart;
  - d. Truck Rentals;
  - e. Truck Stop;
  - f. Vehicle Sales;
  - g. Contractor's Offices;

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR 2155  
KEENE ROAD REZONE APPLICATION –  
FILE NO. Z2023-106**

GARY N. McLEAN  
HEARING EXAMINER FOR THE CITY OF RICHLAND  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

- h. Funeral Establishments;
- i. Laundry/Dry Cleaning Uses;
- j. Telemarketing Services;
- k. Emergency Shelters;
- l. Transitional Housing;
- m. Secondhand Store;

***Design Standards:***

- 5. Buildings over 50 feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
- 6. Building colors shall emphasize muted earth tones.
- 7. The use of highly reflective or glossy materials shall be used for accents only.
- 8. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
- 9. All sides of a building shall express consistent architectural detail and character.
- 10. Site walls and screen walls shall be architecturally integrated with the building.
- 11. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
- 12. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
- 13. Rooftop mechanical equipment shall be screened.
- 14. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City outdoor lighting standards and shall generally be consistent with dark sky standards.
- 15. All utilities serving commercial buildings shall be undergrounded.
- 16. Building setbacks shall be consistent with C-2 zoning standards.
- 17. Off-street parking requirements shall meet the minimum standards as identified in the City zoning code.
- 18. Building height shall be limited to a maximum of 40 feet.

**FINDINGS OF FACT, CONCLUSIONS AND  
RECOMMENDATION OF APPROVAL FOR 2155  
KEENE ROAD REZONE APPLICATION –  
FILE NO. Z2023-106**

**GARY N. McLEAN**  
**HEARING EXAMINER FOR THE CITY OF RICHLAND**  
CITY HALL – 625 SWIFT BOULEVARD  
RICHLAND, WASHINGTON 99352

- 1 19. Any building located on or near the western buffer of the site must be oriented away from the  
2 Country Ridge property boundary. If there are multiple buildings constructed on the site,  
3 buildings located on the easter half of the site may be oriented towards the west.

4 ***Buffer and Screening Requirements:***

- 5 20. A buffer measuring 204-feet shall be provided between the eastern property boundary of  
6 Country Ridge Homeowners Association (Benton County Parcel # 121984020001019) and  
7 future commercial uses and activities on the rezone site, to provide the buffer addressed in  
8 Contract 92-10, Ordinance 2022-03, and PUD2022-101. Commercial uses, activities,  
9 facilities, features, and equipment commonly associated with such uses – including without  
10 limitation off-street loading and unloading areas, loading docks, parking, outdoor storage,  
11 refuse/garbage collection areas, garbage containers, and large light poles and fixtures – are  
12 prohibited within the buffer, but landscaping, stormwater drainage improvements, fencing  
13 and/or other screening may be allowed, subject to review and approval by the Administrator.

- 14 21. Landscaping and screening within the open space area on Tract E of the Terraces at  
15 Queensgate South PUD shall be in accordance with approved plans and shall be installed  
16 prior to or simultaneously with the completion of any commercial building within the rezone  
17 site.

- 18 22. Landscaping, screening, or combination thereof shall be included as part of any future  
19 development project on the site to block headlights on vehicles entering or exiting the site  
20 from shining onto adjacent residential properties.

- 21 23. Tract E of the Terraces at Queensgate South PUD, along with an additional 59' located along  
22 the western boundary of the rezone site, comprises the 204' buffer addressed in Condition 20,  
23 above, and shall be reserved for storm drainage facilities, landscaping, fencing and/or other  
24 screening subject to review and approval by the Administrator. Other possible improvements  
25 permitted within the required buffer area shall be limited to walking or bicycle trails and  
26 possible park furniture such as benches, picnic tables or gazebos.

**PROPERTY USE AND DEVELOPMENT AGREEMENT**  
**Re: 2155 Keene Road**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF RICHLAND**, a Washington municipal corporation and **COLUMBIA VALLEY PROPERTY HOLDINGS LLC**, a Washington limited liability company. (Petitioner).

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

WHEREAS, Columbia Valley Property Holdings LLC (hereinafter "Petitioner") submitted an application for a change of zone covering a 4.7-acre parcel located at 2155 Keene Road identified by Parcel ID No. 1-2298-300-0002-005 and more particularly described in Ordinance No. 2024-04 (hereinafter the "Property").

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from Agriculture (AG) and Suburban Agriculture (SAG) to Retail Business Commercial (C-2), Petitioner for itself, and for and on behalf of Petitioner's heirs, successors and assigns (also referred to as the "Applicant" or "Developer"), covenants and agrees that development and use of the Property shall be limited as follows:

1. Should development occur upon the Property (also referred to as Lot 3) prior to the completion of the Terraces at Queensgate Planned Unit Development project, the owner/applicant shall be required to complete the full build-out of the adjacent roadways and/or all associated frontage improvements along Lot 3.
2. The location/establishment of driveways for the Property (Lot 3) have been pre-approved as a result of The Terraces at Queensgate PUD project. Additional and/or relocated driveways onto the Property (Lot 3) are not allowed.
3. Any applicable or relevant Conditions of Approval for the Terraces at Queensgate PUD shall remain in full force and effect for the Property (Lot 3) following approval of Ordinance No. 2024-04.
4. Future use of the Property shall be consistent with the land uses identified in the C-2 Retail Business zone codified in RMC Title 23, as amended, provided that the following uses shall not be permitted:

|                          |                             |
|--------------------------|-----------------------------|
| • Automotive Repair Uses | • Funeral Establishments    |
| • Car Wash               | • Laundry/Dry Cleaning Uses |
| • Fuel Station/Mini Mart | • Telemarketing Services    |
| • Truck Rentals          | • Emergency Shelters        |
| • Truck Stop             | • Transitional Housing      |
| • Vehicle Sales          | • Secondhand Store          |
| • Contractor's Offices   |                             |

5. Buildings over fifty (50) feet wide shall use one or more of the following techniques to divide building elevations into smaller parts: pronounced changes in massing; pronounced changes in wall planes; significant variations in the cornice/roofline.
6. Building colors shall emphasize muted earth tones.
7. The use of highly reflective or glossy materials shall be used for accents only.
8. Rich materials and a variety of materials are encouraged on both wall planes, roof and ground plane. If used, stone or decorative block veneers shall highlight significant building features and massed elements.
9. All sides of a building shall express consistent architectural detail and character.
10. Site walls and screen walls shall be architecturally integrated with the building.
11. Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of building architecture. All outdoor storage and refuse collection areas shall be screened.
12. Extensive use of floor to ceiling glass storefronts is appropriate only under arcaded areas.
13. Rooftop mechanical equipment shall be screened.
14. All outdoor lighting for building security and for lighting parking areas shall be screened in a manner consistent with City of Richland outdoor lighting standards and shall generally be consistent with dark sky standards.
15. All utilities serving commercial buildings shall be undergrounded.
16. Building setbacks shall be consistent with C-2 zoning standards.
17. Off-street parking requirements shall meet the minimum standards as identified in the City of Richland zoning code.
18. Building height shall be limited to a maximum of forty (40) feet.
19. Any building located on or near the western buffer of the site must be oriented away from the Country Ridge property boundary. If there are multiple buildings constructed on the site, buildings located on the eastern half of the site may be oriented towards the west.

20. A buffer measuring 204 feet shall be provided between the eastern property boundary of Country Ridge Homeowners Association (Benton County Parcel No. 121984020001019) and future commercial uses and activities on the Property to comply with Contract No. 92-10, Ordinance No. 2022-03 and PUD2022-101. Commercial uses, activities, facilities, features, and equipment commonly associated with such uses – including without limitation off-street loading and unloading areas, loading docks, parking, outdoor storage, refuse/garbage collection areas, garbage containers, and large light poles and fixtures – are prohibited within the buffer, but landscaping, stormwater drainage improvements, fencing and/or other screening may be allowed, subject to review and approval by the City.
21. Landscaping and screening within the open space area on Tract E of the Terraces at Queensgate South PUD shall be in accordance with approved plans and shall be installed prior to or simultaneously with the completion of any commercial building within the Property.
22. Landscaping, screening, or a combination thereof shall be included as part of any future development project on the Property to block headlights on vehicles entering or exiting the Property from shining onto adjacent residential properties.
23. Tract E of the Terraces at Queensgate South PUD, along with an additional fifty-nine (59) feet located along the western boundary of the Property, comprises the 204-foot buffer addressed in Condition 20, above, and shall be reserved for storm drainage facilities, landscaping, fencing and/or other screening subject to review and approval by the City. Other possible improvements permitted within the required buffer area shall be limited to walking or bicycle trails and possible park furniture such as benches, picnic tables or gazebos.

This Agreement shall be recorded in the public records of Benton County, and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioner with respect to the subject Property or any part thereof, until such time as the terms of the Agreement are fulfilled.

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

This Agreement is formed and shall be construed under the laws of the State of Washington.

*[Signature pages to follow]*

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

CITY OF RICHLAND

\_\_\_\_\_  
Jon Amundson  
City Manager

\_\_\_\_\_  
Mallikarjuna R. Vallem  
Petitioner

APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley  
City Attorney

ACKNOWLEDGEMENT

STATE OF WASHINGTON     )  
                                          : SS  
COUNTY OF BENTON     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Jon Amundson, City Manager** for the City of Richland, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

\_\_\_\_\_  
Signature

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

STATE OF WASHINGTON        )  
                                              : SS  
COUNTY OF BENTON        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Mallikarjuna R. Vallem, Authorized Agent** for **Columbia Valley Property Holdings LLC**, to me known to be authorized and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the use and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

\_\_\_\_\_  
Signature

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



**ORDINANCE NO. 2022-03**

**AN ORDINANCE OF THE CITY OF RICHLAND, WASHINGTON,  
AMENDING THE 2010 LAND DEVELOPMENT AGREEMENT  
AFFECTING 47 ACRES SOUTH OF KEENE ROAD AND EAST OF  
THE PLAT OF COUNTRY RIDGE.**

**WHEREAS**, on July 20, 2010, the City entered into a Development Agreement affecting 47 acres south of Keene Road and east of the Plat of Country Ridge (the “Original Agreement”)(Richland Contract No. 92-10); and

**WHEREAS**, the Original Agreement was entered into pursuant to RCW 36.70B.170(1) and as authorized by City of Richland Ordinance No. 21-10 for the purpose of settling an appeal filed by the Country Ridge Homeowners Association related to the City’s 2009 Comprehensive Plan amendments affecting the property (*see* Eastern Washington Growth Management Hearing Board Appeal No. 09-1004); and

**WHEREAS**, by its own terms, the Original Agreement may be amended by mutual agreement of the parties with notice to the Country Ridge Homeowners Association President; and

**WHEREAS**, despite execution of the Original Agreement in 2010, the property has remained undeveloped, likely due to the fact that its ownership has been divided among multiple unrelated individuals; and

**WHEREAS**, recently, the 47-acre property came under the common ownership of Columbia Valley Property Holdings, LLC; and

**WHEREAS**, the City received a request from the property owner to amend the Original Agreement, and a letter of support from the Country Ridge Homeowners Association. Upon review, the proposed First Amendment to Development Agreement maintains critical components of the Original Agreement and appears to be consistent with the intent of the 2010 settlement agreement and the Richland Comprehensive Plan amendments adopted by Ordinance No. 21-10; and

**WHEREAS**, a public hearing is required before a decision on the proposed First Amendment to Development Agreement can be rendered by Richland City Council (RCW 36.70B.200).

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

Section 1. The findings and conclusions contained in Section 1.01 of Ordinance No. 21-10 are adopted in support of approval of the First Amendment to Development Agreement and are incorporated by this reference as though set forth herein.

Section 2. The First Amendment to Development Agreement, attached hereto as **Exhibit A**, allows for development of a coordinated mixed use plan benefitting South Richland and the City as a whole while leaving all critical components of the Original Agreement unchanged.

Section 3. The Country Ridge Homeowners Association submitted written approval signed by a duly authorized representative acknowledging no opposition to the proposed amendments to the Original Agreement.

Section 4. The First Amendment to Development Agreement attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to sign the same on behalf of the City of Richland.

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

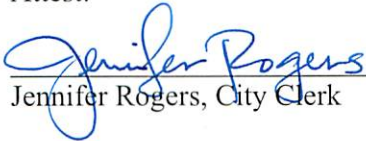
Section 6. Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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

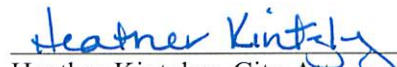
**PASSED** by the City Council of the City of Richland, Washington, at a regular meeting on the 15<sup>th</sup> day of February, 2022.

  
Michael Alvarez, Mayor

Attest:

  
Jennifer Rogers, City Clerk

Approved as to Form:

  
Heather Kintzley, City Attorney

First Reading: February 1, 2022  
Second Reading: February 15, 2022  
Date Published: February 20, 2022

## FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT to the July 20, 2010 Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between the **City of Richland**, a Washington municipal corporation ("City") and **Columbia Valley Property Holdings, LLC**, a Washington limited liability company and successor-in-interest to John Perry, Julee Ann Perry, Beulah Cousins, Linda Norwood, and Kerry and Jongjit Watts ("Owner").

### I. RECITALS

**WHEREAS**, the City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Agreement"); and

**WHEREAS**, the Original Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site"); and

**WHEREAS**, the current Owner (as successor-in-interest to the original owners) has requested modifications to the Original Agreement to accommodate future mixed-use development on the Site, which modifications are substantially consistent with the intent of the Original Agreement and allowed under Section 18 of the Original Agreement and applicable law (see RCW 36.70B.200); and

**WHEREAS**, the Parties have agreed to amend the Original Agreement as set forth below in order for the Site to be developed.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

### II. AGREEMENT

1. **Section 5(b)** of the Original Agreement, under the title *Parties to Development Agreement*, is replaced in its entirety with the following:

b) The "Owner" is Columbia Valley Property Holdings, LLC, who has succeeded to the interest of the original owners under the Original Agreement and is Owner of the entire Site.

2. **Section 7** of the Original Agreement, under the title *Term of Agreement*, is replaced in its entirety with the following:

Section 7. *Term of Agreement*. This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. "Fully developed" means any combination of subdivision, site plan or land use approvals consistent with the

Agreement that bind the entire Site. The Country Ridge Homeowners Association, a Washington non-profit corporation, reviewed the terms of the Original Agreement and the First Amendment to the Development Agreement, although not a formal party to the Agreement, and by its letter attached hereto as **Exhibit A-1**, confirms that the Original Agreement (as amended) meets the intent of the Settlement Agreement regarding Eastern Washington Growth Management Hearing Board appeal No. 09-1004, the terms and conditions of which are hereby incorporated by reference into this Agreement. Other than as set forth in these agreements, the Growth Board Petitioners do not obtain any greater participation rights in the development of the Site described in Exhibit A.

3. **Section 10(d)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

d) The Owner shall provide dedicated right-of-way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This right-of-way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owner or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The right-of-way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's Public Works Director or designee. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owner (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from single family residential lots shall not be allowed, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City's Public Works Director or designee.

4. **Section 10(f)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

5. **Section 10(g)** of the Original Agreement, under the title *Future Uses*, is replaced in its entirety with the following:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of a Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached

as **Exhibit B-1** is a colored land use map showing the existing comprehensive plan designations for the Site.

6. Effect of Amendment. This First Amendment to the Development Agreement is intended to modify the Original Agreement. In the event of a conflict between the terms and conditions of the Original Agreement and this Amendment, the terms and provisions of this First Amendment shall control. Except as expressly modified by this First Amendment to the Development Agreement, all terms and conditions of the Original Agreement remain in full force and effect.
7. Governing Law. This Amendment shall be construed in accordance and governed by the laws of the state of Washington.
8. Effective Date. This First Amendment to the Development Agreement is made effective on the Effective Date first set forth above.

**City of Richland**  
a Washington municipal corporation

**Columbia Valley Property Holdings, LLC**  
a Washington limited liability company

By: \_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

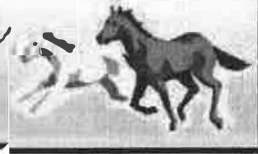
By: \_\_\_\_\_  
Mallikarjuna Vallem  
Managing Member

Approved as to Form:

\_\_\_\_\_  
Heather Kintzley, City Attorney

# Exhibit A-1

*Country Ridge Home Owners Association*  
PO Box 844, Richland, WA 99352



July 15, 2021

To: The City of Richland, WA – Development Services

From: Erinn Johnson, President, Country Ridge Homeowners Association

Re: Proposed Amendment to Development Agreement, Contract No. 92-10

To Whom It May Concern,

Over the last month, members of the Country Ridge Homeowners Association (CRHOA) board of directors met with land developer Jaya Holdings LLC and their representatives. The meetings regarded a proposed amending of the Development Agreement (Reference 1) associated with approximately 47 acres of lands situated south of Keene Rd to Shockley Rd, and directly east of the CRHOA development's boundary. We appreciate the opportunity provided to engage in constructive dialog about the proposed amendment to ensure interests reasonable to both our association and the land owner/developer are understood. Our homeowners association is an indirect party to a proposed change through the incorporation of the provisions contained in the Settlement Agreement (Reference 2) into an amendment to the City of Richland's Comprehensive Plan. That Settlement Agreement in part caused the incorporation of certain site design elements into the city's comprehensive plan, and into Reference 1, that are of interest to CRHOA. Specifically, those elements are:

- Two tiers of low density single-family home sites bordering the N-S masonry wall, zoned R1-12 but limited to no more than three homes per acre. [Reference 1, Section 10(a)],
- A six foot or greater masonry wall is to be erected by the developer along the CRHOA N-S line that would effectively separate the new development from the CRHOA development. [Reference 1, Section 10(c)],
- No direct connection of Lariat Lane to Queensgate Extension (when extended from the Keene/Queensgate intersection to the South). [Reference 1, Section 10(j)].

CRHOA finds that the proposed amendment (Reference 3) maintains the above described three features. Additionally, the amendment to Section 10(j) proposes that the existing Lariat Land Right-of Way shall connect to or extend Lariat Lane into the new development site only as a secondary or emergency access road. The CRHOA finds this proposed change acceptable and furthermore most desirable as a means to eliminate "cut-through" traffic from one development to the other except under emergency conditions. Additionally, such a design feature would ensure no added traffic impacts at the intersection of Country Ridge Drive with Keene Rd. Those impacts have already been identified as a problem due to increased Keene Rd traffic levels and the more recent and possible future development of neighborhoods to our west that rely on Country Ridge Drive for ingress and egress to their communities.

By this letter, duly signed by the CRHOA President as the authorized representative of our homeowners association, it is stated that CRHOA is not opposed to an amendment of the Development Agreement as proposed and specifically as shown in Appendix A to this letter. Furthermore, this letter confirms that the Original Development Agreement with the proposed Amendment is intended to be consistent with the Settlement Agreement (Reference 2).

Sincerely,

 7/15/21  
Erinn Johnson, CRHOA President / date

References:

1. Contract 92-10, Development Agreement by and Between the City of Richland and John Perry, Julie Ann Perry, Beulah Cosens, Linda Norwood, Kerry Watts and Jonghit Watts, entered into on the 20<sup>th</sup> day of July, 2010. Benton County Record 2010-024273, recorded August 24, 2010.
2. Settlement of Growth Management Hearing Board for Eastern Washington Related to City of Richland Comprehensive Plan Amendments Effected by Ordinance No 32-08, dated August 2009. Benton County Record 2010-024274, recorded August 24, 2010.
3. Proposed Amended Development Agreement, Contract No. 92-10, specifically as shown in Appendix A to this letter.

**Appendix A: Contract No. 92-10, AMENDED DEVELOPMENT AGREEMENT  
(as proposed to CRHOA on July 14, 2021)**

Contract No. 92-10

**AMENDED DEVELOPMENT AGREEMENT**

THIS AMENDED DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the City of Richland, a First Class code Washington municipal corporation, hereinafter the "City," and Kerry Watts and Jongjit Watts, property owners; hereinafter the "Owners."

**RECITALS**

A. The City and original owners entered into a Development Agreement authorized by RCW 36.70B.170(1) dated July 20, 2010 and recorded under Benton County Auditor's File No. 2010-024273 (the "Original Development Agreement");

B. The Original Development Agreement set forth development standards relating to the future zoning and development of the property subject to the Development Agreement (sometimes referred to as the "Property" or the "Site");

C. The current Owners in conjunction with a potential Developer has requested modifications to the Original Development Agreement to accommodate future mixed-use development of the Site, which modifications are substantially consistent with the intent of the Original Development Agreement and allowed under Section 18 of the Original Development Agreement and applicable law (see RCW 36.70B.200); and

D. The parties to the Original Development Agreement have agreed to amend and modify the Agreement as set forth below in order for the Site to be developed.

**AGREEMENT**

Now, therefore, the parties Amend the Agreement as follows:

1. Effect of Amendment. This Amended Development Agreement is intended to supplement and modify the Original Development Agreement as described below. In the event of a conflict between the terms and conditions of the Original Development Agreement and any prior amendments, the terms and provisions of this Amended Development Agreement shall control. Except as expressly modified or supplemented by this Amended Development Agreement, all terms and conditions of the Original Development Agreement shall remain in full force and effect.

2. Parties to Development Agreement. **Section 5(b)** of the Agreement is amended and restated to read as follows:

b) The "Owners" of the Site are now Kerry Watts and Jongjit Watts, 68 Canyon Street, Richland, WA 99352; who have succeeded to the interest of the original owners under the Original Development Agreement, and who are in the process of entering into one or more contracts with a Developer.

3. Term of Agreement. **Section 7** of the Agreement shall be amended and restated to read as follows:



Section 7. *Term of Agreement.* This Agreement (as amended) shall commence on the effective date of the Adopting Ordinance approving this Amendment. This Agreement may be further modified upon the City's adoption of zoning regulations or land use applications consistent with the Comprehensive Plan, provided that any additional modifications to the Agreement shall be consistent with Section 18 of the Original Development Agreement and applicable law. The Agreement (as amended) shall terminate when the Site has been fully developed. Fully developed shall mean any combination of subdivision, site plan or land use approvals consistent with the Agreement that binds the entire Site. The Country Ridge Homeowner's Association, a Washington non-profit corporation, has reviewed the terms of this Amended Development Agreement, but is not a formal party to the Agreement, and by its letter (attached as **Exhibit A**), confirms that the Original Development Agreement (as amended) is intended to be consistent with the Settlement Agreement referred to in Section 7 of the Original Development Agreement (referred to by Growth Management Hearing Board Appeal No. 09-1004).

4. Future Uses. **Section 10(d)** of the Agreement shall be amended and restated to read as follows:

d) The Owners shall provide dedicated Right-of-Way for a future extension of Queensgate Drive, extending southward from Keene Road, through the Site to its connection to Shockley Road. This Right-of-Way dedication shall be made to the City at the time that an applicable land use application is reviewed and finalized by the Owners or a Developer for any portion of the Site, and shall be dedicated in its entirety at such time. The Right-of-Way width for future Queensgate Drive shall be determined at the subdivision or land use approval stage based on City development standards then in effect and consultation with the City's traffic engineer. The specific alignment of the future roadway for Queensgate Drive shall be mutually agreed to by the Owners (or the Developer) and the City. Access points to and from future Queensgate Drive shall be determined at the subdivision or project review stage, however, the Owner (and Developer as the Owner's successor-in-interest) understands that direct access from residential lots may be prohibited, and commercial access points may be limited consistent with City development standards then in effect and based on review and evaluation by the City traffic engineer.

**Section 10(f)** of the Agreement shall be amended and restated to read as follows:

f) Access from future development onto Keene Road and/or the future Queensgate Drive shall be subject to road approach review and/or permits from the City Traffic Engineering Department, which review may include review of commercially reasonable site distances from existing intersections, including the intersection of Keene Road/Queensgate Drive.

**Section 10(g)** of the Agreement shall be amended and restated to read as follows:

g) Zoning for the portion of the Site designated as Commercial may be C-1, C-2 or C-LB or may be part of a Planned Unit Development. Identified compatibility concerns at the zoning or project stage may be addressed by concomitant agreement(s) that limit potential commercial uses shown to be incompatible with nearby residential uses. Zoning for the portions of the Site designated as Multi-Family/Office shall be zoned C-LB (Limited Business) or shall be part of Planned Unit Development. Unless otherwise approved by a variance at the project stage, permitted development will be limited to building heights no more than **forty (40) feet** on portions of the Site zoned commercial west of Queensgate Drive. Attached as **Exhibit B** is a colored land use map showing the existing comprehensive plan designations for the Site.

**Section 10(h)** of the Agreement shall be amended and restated to read as follows:

h) Development proposals within the portions of the Site designated as Commercial, shall not be approved unless they are determined to be substantially consistent with the design standards set forth on **Exhibit B** attached to the Agreement, and Section 23.28.020(D)(1) through (4) of the Richland Municipal Code.

**Section 10(j)** of the Agreement shall be amended and restated to read as follows:

j) Development proposals within the portion of the Site adjoining the existing Lariat Lane Right-of-Way shall connect to or extend Lariat Lane into the Site only as a secondary or emergency access road, unless traffic studies show that an extension of Lariat Lane into the Site is required. The intention of this provision is to avoid connectivity and through traffic between the County Ridge neighborhood to the west and the Site, and to limit such access to emergency vehicles or a secondary access only. Notwithstanding the foregoing, if the City based on the traffic impacts of development proposals requires more intensive road connections to Lariat Lane, such access shall be accomplished through an indirect route that will include at least nine hundred (900) feet of travel in a north-south orientation before Lariat Lane can be connected to Queensgate Drive. The design of Lariat Lane may also include other traffic calming measures. The intent of this provision is to provide connectivity between the Country Ridge neighborhood and the Site but to keep Lariat Lane from functioning as a collector street.

5. No Other Changes. Except as Amended by this Amended Development Agreement, the original Development Agreement shall remain in full force and effect.

6. Effective Date. This Amended Development Agreement is made effective on the Effective Date first set forth above.

\_\_\_\_\_  
Kerry Watts, Owner

\_\_\_\_\_  
Jongjit Watts, Owner

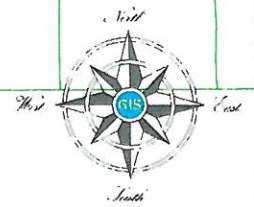
City of Richland,  
a Washington municipal corporation

By: \_\_\_\_\_  
Jon Amundson  
Interim City Manager

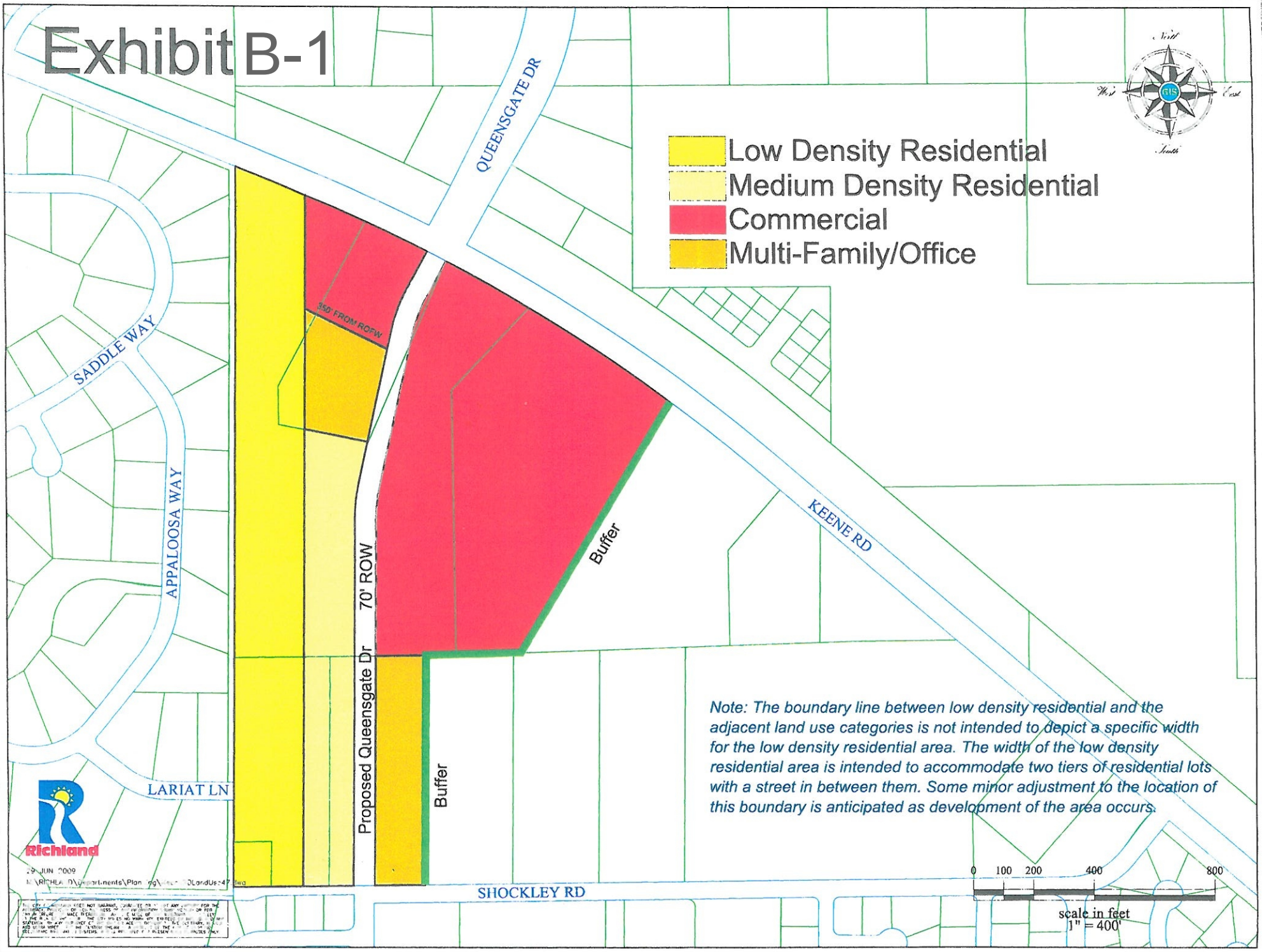
APPROVED AS TO FORM:

\_\_\_\_\_  
Heather Kintzley  
City Attorney

# Exhibit B-1



- Low Density Residential
- Medium Density Residential
- Commercial
- Multi-Family/Office



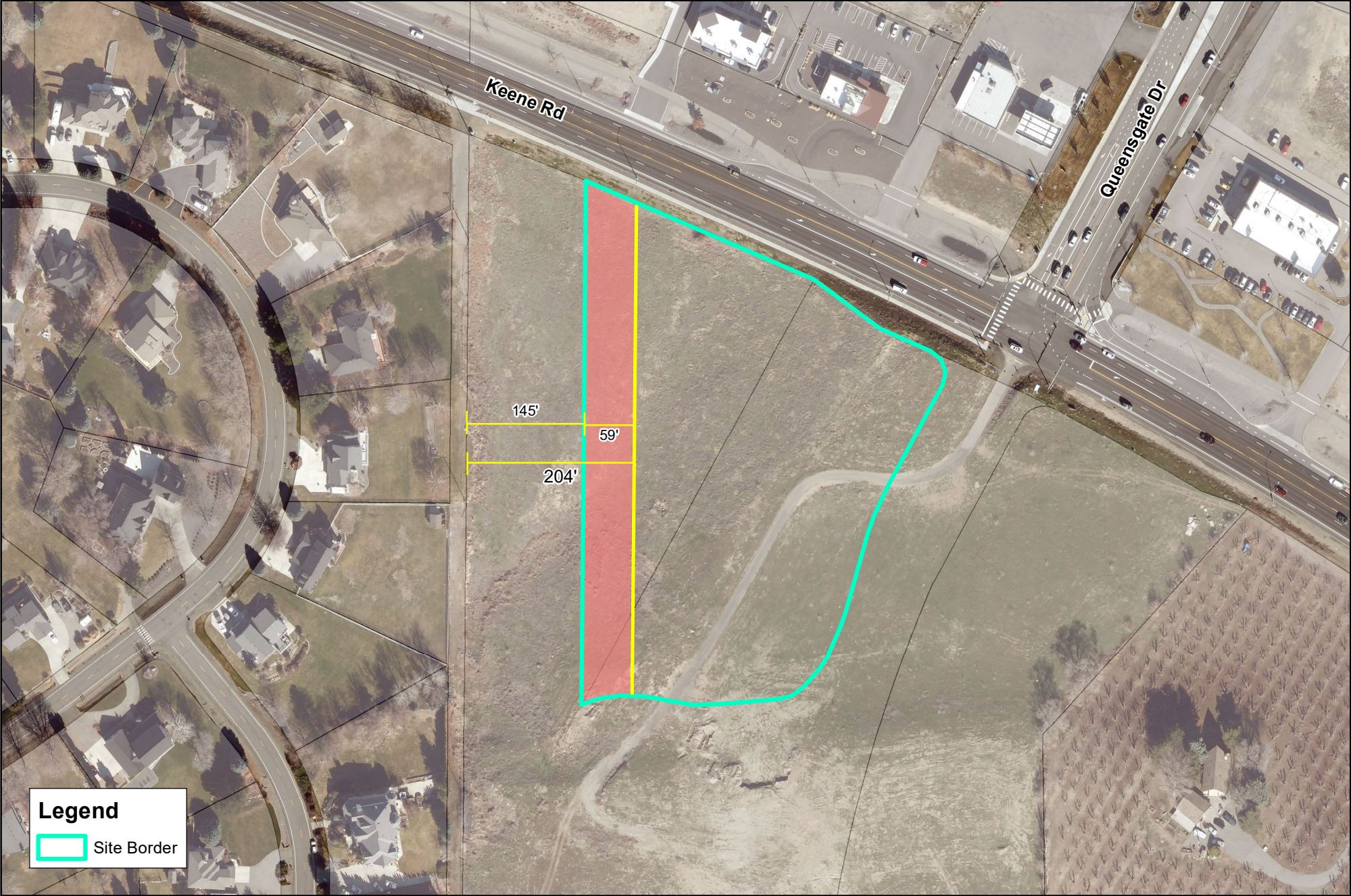
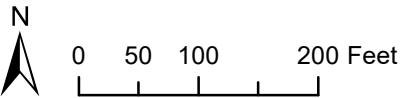
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N:\RICHLAND\Departments\Plan\g\LandUse\47

THIS MAP IS A PRELIMINARY DRAFT AND IS NOT A FINAL MAP. IT IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE RICHLAND COUNTY PLANNING DEPARTMENT. THE PLANNING DEPARTMENT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED ON THIS MAP. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY CONSEQUENCES OF THE USE OF THIS MAP. THE PLANNING DEPARTMENT IS NOT RESPONSIBLE FOR ANY CONSEQUENCES OF THE USE OF THIS MAP.



**Commercial  
Buffer**

Item: 2155 Keene Rd, Rezone  
Applicant: Columbia Valley Property Holdings, Mallikarjuna Vallem  
File #: Z2023-106



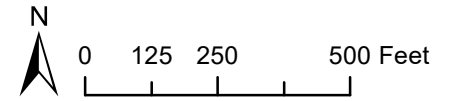


# Vicinity Map

Item: 2155 Keene Rd, Rezone

Applicant: Columbia Valley Property Holdings, Mallikarjuna Vallem

File #: Z2023-106







## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority 4 - Quality of Life

**Subject:**

Resolution No. 2024-30, Adopting the 2024 Comprehensive Safety Action Plan

Department/Office  
Public Works

Ordinance/Resolution Number:  
2024-30

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 2024-30, adopting the 2024 City of Richland Comprehensive Safety Action Plan.

**Summary:**

The City's Strategic Plan targets improvements in community safety as a focus area. In addition, through Resolution No. 2023-89, Richland City Council adopted a Vision Zero goal of reducing deaths and serious injuries on city streets to zero by 2035. In furtherance of this goal, the City has implemented many projects to improve safety on city streets, and has adopted numerous traffic safety plans, including the Comprehensive Safety Action Plan (CSAP), adopted on June 20, 2023 through Resolution No. 2023-90.

The City's 2023 CSAP was prepared in accordance with guidance from the United States Department of Transportation and includes a thorough analysis of historical crashes, equity evaluation of disadvantaged areas, a robust public outreach program, and validation of strategies to reduce crashes.

The CSAP was updated earlier this year to include analysis of the most recent five (5) years of traffic crash data to support an application to the Washington State Department of Transportation's City Safety Program. WSDOT's City Safety Program, offered every other year, passes through federal grant funds dedicated to the reduction of fatal and serious injury crashes. The CSAP update and the eligibility for grant funding that it provides is a crucial strategy in meeting the goals of the City's Vision Zero commitment.

At its January 16, 2024 meeting, Richland City Council authorized applications to the WSDOT City Safety Program on the basis of preliminary results of the CSAP update. The applications were prepared and submitted on February 2, 2024. As discussed at the January 16, 2024 regular meeting, the applications sought funding for additional treatments to stop-controlled intersections and enhanced pedestrian crossings.

The 2024 CSAP update is now complete. Council adoption of the updated CSAP will allow the Plan to serve as the guiding document for the next set of traffic safety improvement projects to be funded with grant funds. The CSAP is expected to be updated every one to two years to keep current with the latest crash data and to document the effect of past street safety investments.

Staff recommends adoption of Resolution No. 2024-30.

Fiscal Impact: None.

**Attachments:**

1. Resolution No. 2024-30
2. 2024 Comprehensive Safety Action Plan

**RESOLUTION NO. 2024-30**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
ADOPTING THE CITY OF RICHLAND'S 2024 COMPREHENSIVE  
SAFETY ACTION PLAN.**

**WHEREAS**, the City's 2024-2026 Strategic Plan targets improvements in community safety as a focus area; and

**WHEREAS**, through Resolution No. 2023-89, the Richland City Council has committed the City to a Vision Zero goal of achieving zero traffic deaths and serious injuries on Richland streets by 2035; and

**WHEREAS**, in furtherance of this goal, the City has implemented several projects to improve safety on the city streets, and adopted numerous traffic safety plans, including the Comprehensive Safety Action Plan (CSAP) adopted on June 20, 2023 through Resolution No. 2023-90; and

**WHEREAS**, the City's CSAP was prepared following guidance from the United States Department of Transportation and includes a thorough analysis of historical crashes, equity evaluation of disadvantaged areas, a robust public outreach program, and validation of strategies to reduce crashes; and

**WHEREAS**, the CSAP was updated earlier this year to include an analysis of the most recent five (5) years of traffic crash data to support a grant application to the Washington State Department of Transportation's (WSDOT) City Safety Program; and

**WHEREAS**, the CSAP and the eligibility for grant funding that it provides is a crucial strategy in meeting the goals of the City's Vision Zero commitment; and

**WHEREAS**, the City's best interests are served by adopting an updated CSAP to support grant-funding opportunities and guide project development in furtherance of the City's fundamental community safety objectives.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that the 2024 City of Richland Comprehensive Safety Action Plan is hereby adopted.

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

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

The background of the slide is a photograph of a city street, likely in Richland, South Dakota. The street is wide with multiple lanes, marked with white dashed lines. On the right side, there is a car in the foreground and a flagpole with the American flag further back. Trees and buildings are visible in the distance. The entire image is covered with a semi-transparent blue overlay.

# CITY OF RICHLAND COMPREHENSIVE SAFETY ACTION PLAN 2024

PREPARED FOR THE CITY OF RICHLAND

PREPARED BY DKS ASSOCIATES



# Acknowledgements

---

## **RICHLAND CSAP COMMITTEE**

John Deskins, Public Works  
Carlo D'Alessandro, Public Works  
Shawn Swanson, Police Department  
Tom Huntington, Fire Department

## **DKS ASSOCIATES**

Veronica Sullivan  
Sheida Carugati  
Houssam Ghandour  
Brian Chandler

## **EXECUTIVE OVERSIGHT**

Pete Rogalsky

### **Limitations on Use**

Under 23 U.S. Code Sections 148 and 409, safety data, reports, surveys, schedules, or lists compiled or collected for The purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.



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## INTRODUCTION

The City of Richland is located on the east side of Benton County, Washington, and lies at the confluence of the Yakima River and Columbia River. It is home to over 60,000 residents and is one of the fastest growing areas in Washington State. As the community grows, it is important to ensure that the transportation system is safe for all its users. The City supports the Washington State Strategic Highway Safety Plan (Target Zero) and seeks to reduce the number and severity of crashes in the City. To address transportation safety, Richland has created a Comprehensive Safety Action Plan (CSAP) that uses a data-driven, proactive approach to identify prioritized risk factors and apply systemic improvements across the City's transportation network.

## LEADERSHIP COMMITMENT AND GOAL SETTING

---

Richland City Council passed a resolution endorsing Vision Zero, setting a target date for achieving zero roadway fatalities and serious injuries on Richland streets by 2035. This goal is founded on the Safety System Approach principle that deaths and serious injuries are unacceptable, and crashes can be prevented through engineering, education, and enforcement, and post-crash care projects and strategies. This Vision Zero policy will be incorporated into the City's future management plans and traffic safety planning.

## PLANNING STRUCTURE

---

The City formed a Comprehensive Safety Action Plan (CSAP) Committee that includes representatives from Public Works, Emergency Services and Fire, and Police. Committee selection is inclusive of engineering, post-crash care, enforcement, and education. The committee is charged with CSAP development, implementation, monitoring, and stakeholder engagement.

## DEMOGRAPHICS AND EQUITY

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To develop a plan that serves all road users in Richland, the strong relationship between transportation and equity must be acknowledged and addressed. Transportation planning decisions affect development patterns, in turn impacting accessibility, employment, and economic activity. Transportation facilities demand significant public resources, such as tax funding and road



rights-of-way. Allocating these resources often favors some people over others; for example, roads without multimodal infrastructure inhibit travelers who do not use private vehicles, reducing their social and economic opportunities.

## **INCLUSIVE AND REPRESENTATIVE PROCESSES**

**CSAP Committee.** The City developed a Comprehensive Safety Action Plan Committee that extends engagement beyond engineering staff to the Richland Police Department and Richland Fire Department.

**Community Engagement.** City of Richland staff connected with the Benton Franklin Community Action Committee to inform them of the CSAP process and seek their feedback on draft materials. The City also conducted extensive public engagement to encourage participation by a wide variety of community members, including those who have been historically underserved by in-person open house events. The project team developed social media posts that were shared across City platforms, media press releases, and email blasts to promote the project website. The project website provided links to the interactive comment map (Social Pinpoint). The Social Pinpoint map provided language assistance (via Google Translate in 50 different languages) that would automatically update all text to the user's preferred language.

## **EQUITY DATA ANALYSIS**

Equity and population demographics data regarding socioeconomic status, racial and ethnic minorities, access to private vehicles, disabilities, senior populations, and linguistically isolated populations were analyzed. The city uses census tract and census block data to identify potential infrastructure improvements for the Community Development Block Grant (CDBG) program.

**Figure 1** and **Figure 2** display low- and medium-income census tracts and census blocks.

Those CDBG infrastructure improvements typically consist of sidewalk gap projects, ADA ramp upgrades, and enhanced crosswalk installations (e.g., RRFBs). Similarly, the City has used demographic and socioeconomic data from the Richland School District (e.g., students receiving free/reduced lunch) as well as maps of potential student walkers to help identify suitable crosswalk or sidewalk projects near elementary and middle schools.

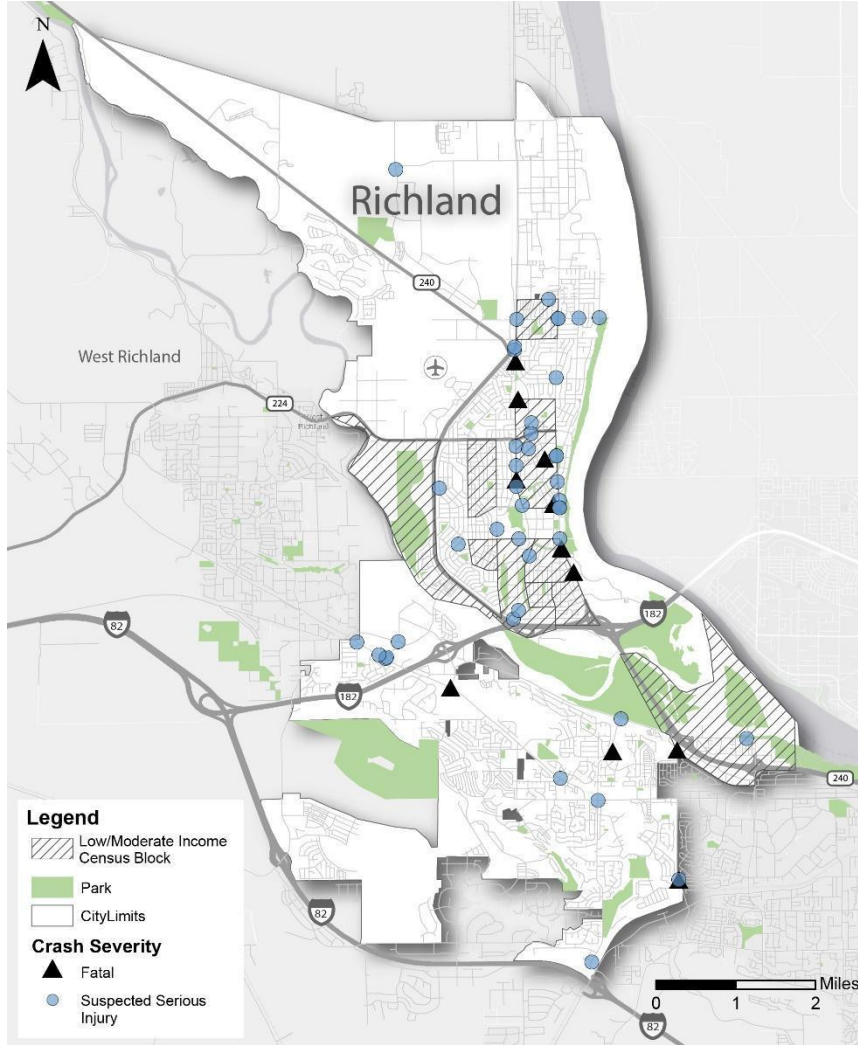


Figure 1. Low- and Moderate-Income Census Tracts/Blocks alongside Fatal and Serious Injury Crashes (2018-2022).

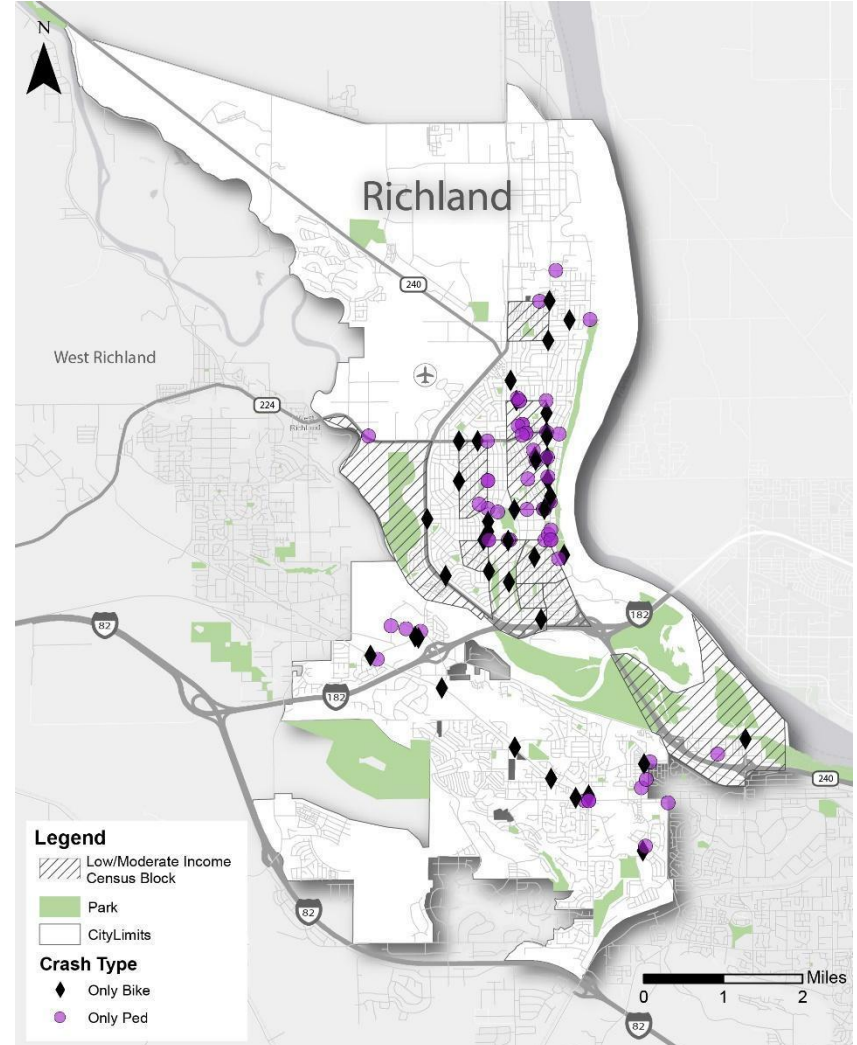
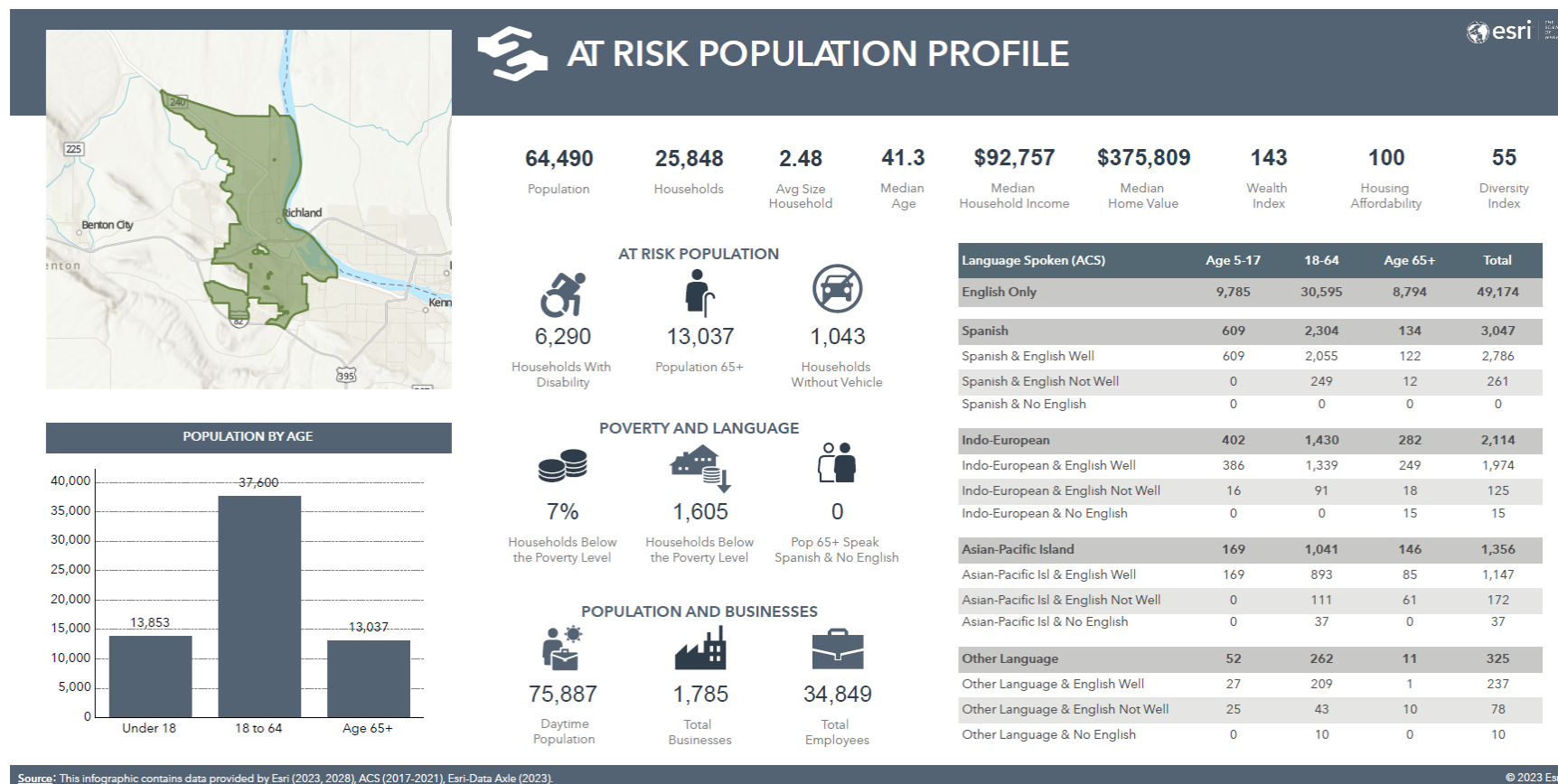


Figure 2. Low- and Moderate-Income Census Tracts/Blocks alongside Bike and Pedestrian-involved Crashes (2018-2022).



The 'At Risk Population Profile' in **Figure 3** provides additional population and equity statistics based on 2022 data.



*Figure 3. At-risk population profile of Richland, WA – including total population, median household income, population age and ability, poverty levels and languages spoken at home.*

Source: ESRI Business Analysis Tool. <https://storymaps.arcgis.com/stories/52764a9948074c4b9d527a390aefdc67>

## COMPREHENSIVE SAFETY ACTION PLAN: PURPOSE AND NEED

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This Comprehensive Safety Action Plan (CSAP) has been developed in response to two separate but related safety programs that introduce varying requirements.

### SAFE STREETS AND ROADS FOR ALL

The **Safe Streets and Roads for All (SS4A)** program, administered by the US Department of Transportation (USDOT) directly, supports Secretary of Transportation Pete Buttigieg's National Roadway Safety Strategy and the USDOT's goal of zero deaths and serious injuries on our nation's roadways.<sup>1</sup> SS4A is available to local, regional, and Tribal entities, and participation requires a Safety Action Plan that includes the following elements:

- Leadership commitment and goal setting to eliminate roadway fatalities and serious injuries
- Planning structure through a committee or task force
- Safety analysis of existing conditions
- Engagement and collaboration with the public and relevant stakeholders
- Equity considerations in the process and data analysis
- Policy and process assessments and potential improvements
- Strategy and project selections
- Progress measurement methods based on outcome data

An eligible CSAP is required for the City to pursue an Implementation Grant under SS4A. This document serves as the City of Richland's 2024 Comprehensive Safety Action Plan.

### CITY SAFETY PROGRAM

The **Washington State Department of Transportation (WSDOT) City Safety Program** distributes federal Highway Safety Improvement Program (HSIP) funding to local agencies. The goal of this program is to reduce fatal and serious injury crashes on city streets using engineering improvements and countermeasures. The program seeks to target fatal and serious collisions by determining the typical crash types and conditions specific to a jurisdiction, evaluating the causative factors in those crash types,

---

<sup>1</sup> USDOT Safe Streets and Roads for All Grant Program <https://www.transportation.gov/grants/SS4A>

identifying the best locations and risk factors to address, and then selecting a prioritized list of mitigation strategies to address these collisions. The program includes two subprograms, defined by WSDOT as follows:<sup>2</sup>

- **Spot Location:** Projects must be at a specific intersection(s), spot or mid-block location(s), or corridor(s) and must address at least one fatal or serious injury crash in the most recent five-year period.
- **Systemic:** Projects are identified through a city/town's local road safety plan that identifies and prioritizes projects based on the top crash type(s) in the city/town. Projects can be at intersection(s), spot or mid-block location(s), and/or on corridor(s) throughout a city/town or over wide areas within a city/town.

This document serves as the City of Richland's 2024 Local Road Safety Plan.

## **GUIDING ALL TRANSPORTATION PROJECTS**

To address both SS4A and WSDOT City Safety Program needs, and to be eligible for both HSIP and SS4A funding, this CSAP includes a prioritized list of safety projects.

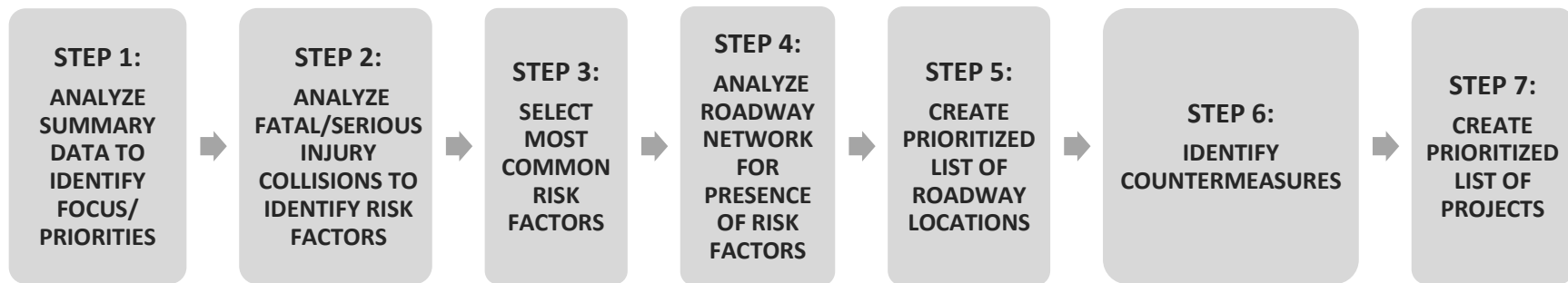
Alongside addressing safety grant program requirements, this plan also serves as a guiding document to staff in the design and development of future projects and programs. Every year, City public works staff develop a variety of transportation-related projects, many of which are capital improvements or maintenance to existing facilities where there are opportunities for both operational and safety enhancements. This plan, by outlining a set of key mitigation strategies and programs, will help City staff to develop safety projects that take advantage of appropriate City and grant-funded transportation improvements to improve the overall safety of Richland's transportation network. By doing so, we are making a concerted effort to help meet Washington State's Target Zero program goals of reducing traffic fatalities and serious injuries on Washington's roadways to zero by the year 2030.

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<sup>2</sup> WSDOT Support for Local Programs: Highway Safety Improvement Program. <https://wsdot.wa.gov/business-wsdot/support-local-programs/funding-programs/highway-safety-improvement-program>

## COMPREHENSIVE SAFETY ACTION PLAN PROCESS

The development of a Comprehensive Safety Action Plan is centered on the analysis of citywide crash data in order to effectively identify safety trends, contributing factors, associated risk factors, and deficiencies present in the City's road network. Following this approach allows for the effective identification of appropriate safety countermeasures to be implemented for the purpose of crash reduction. The following plan, shown in **Figure 4**, includes a summary of existing safety conditions in Richland, identification of safety needs, and recommended treatments to address high-priority collision types and locations.



*Figure 4. Comprehensive Safety Action Plan summary graphic.*

This 7-step process used for the City's previous Local Road Safety Plan was modified for the SS4A-required 2023 Comprehensive Safety Action Plan update with the following enhancements, and information from these steps remain in the 2024 plan to ensure it meets both USDOT and WSDOT requirements:

- **Step 1:** Engaged with the public and relevant stakeholders and incorporated feedback into the process.
- **Step 2:** Incorporated analysis of demographic information into the previous crash history data analysis
- **Step 7:** Added time ranges for project/strategy deployment to the prioritized list.
- **Additional Activities:**
  - Assessed current policies, plans, guidelines, and standards to identify opportunities to improve how processes prioritize safety. Considered implementation through adoption of revised or new policies.
  - Added progress measurement content to the plan that includes output and outcome measures.

The data used and the process followed are consistent with WSDOT’s guidelines from the most recent City Safety Program and the SS4A program. The recommended safety projects and strategies are also eligible for one or more of the following grant programs, which are further described in [Appendix A](#):

- WSDOT grant programs: City Safety, Safe Routes to School, Bicycle-Pedestrian, and Railway-Highway Grade Crossings
- Transportation Improvement Board (TIB) grants, including Complete Streets
- Programs specific to the Benton-Franklin Council of Governments
- USDOT Safe Streets and Roads for All (SS4A)

The sections below describe the process of collecting and analyzing available data and identifying safety needs from that analysis.

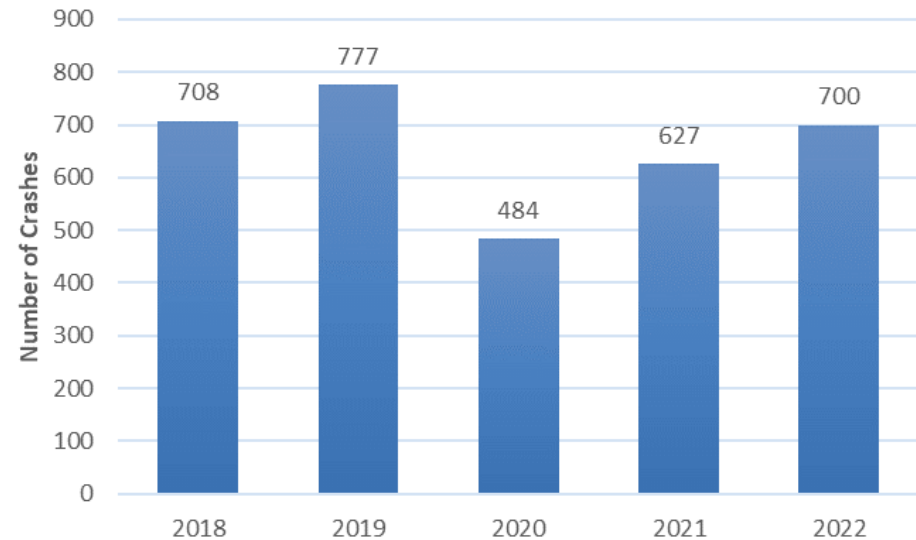
## STEP 1: ANALYZE SUMMARY DATA TO IDENTIFY FOCUS/PRIORITIES

The City of Richland and its consultant worked with WSDOT Transportation Data, WSDOT Local Programs, other City staff, and a third-party provider to acquire and analyze the following data sets.

- WSDOT database of all collisions on City of Richland streets, Jan 2018 - Dec 2022 (provided by WSDOT Transportation Data)
- Summary crash data from WSDOT Local Programs with comparisons to Statewide Average, City Average, and Eastside City Average proportions of several collision types and other contributors
- Third-party database provided (MS2) for data aggregation

## DATA ANALYSIS OVERVIEW

During the 5-year study period (2018-2022), the City of Richland had 3,296 total crashes on City maintained roads.<sup>3</sup> The number of all reported collisions (regardless of severity) has ranged between 484 and 777, as shown in **Figure 5**. In the most recent year of data available, 2022, the city experienced 700 reported collisions. The significant drop in the number of collisions in 2020 could be explained by the impact of COVID-19, where there were significant declines in traffic exposure. On March 24, 2020, Governor Inslee enacted the “Stay Home, Stay Healthy” order that required every Washingtonian to stay home (except for essential activities) and closed all non-essential businesses. Based on the 2020 Washington Annual Traffic Safety Report,<sup>4</sup> the highway traffic volumes were reduced to 60% of the volume from 2019. Increased crash frequency in 2021 and 2022 is consistent with state and national trends.



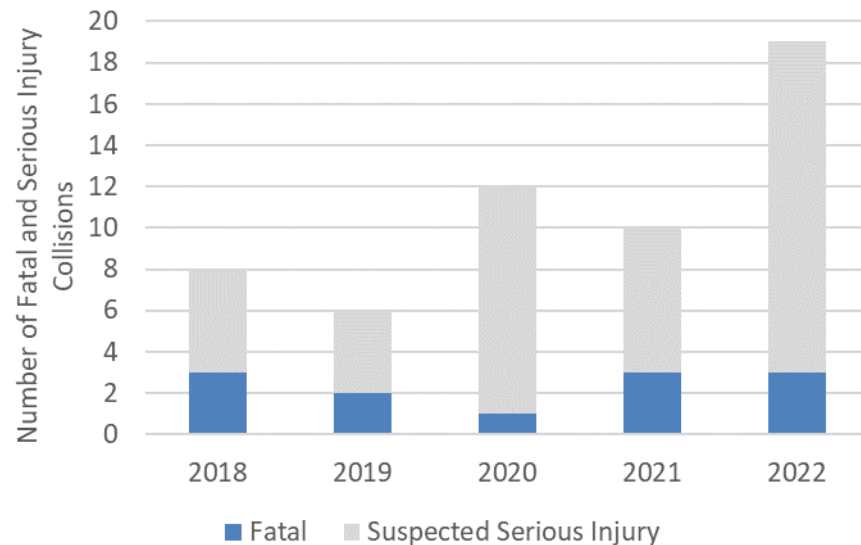
*Figure 5. Total Number of Crashes per year (2018-2022).*

<sup>3</sup> Database note: Richland crash data does not include crashes that occurred on State Routes. There may be a discrepancy with WSDOT data, which may include some State Routes that are maintained by the City.

<sup>4</sup> 2020 Washington Annual Report: [https://wtsc.wa.gov/wp-content/uploads/dlm\\_uploads/2020/08/FFY2020WashingtonAnnualReport12.17.20.pdf](https://wtsc.wa.gov/wp-content/uploads/dlm_uploads/2020/08/FFY2020WashingtonAnnualReport12.17.20.pdf)



As illustrated in **Figure 6**, over the past five years there were a total of 12 fatal collisions and 43 serious injury collisions in the City of Richland. The frequency of combined fatal and serious injury collisions in 2022 was 19, an increasing trend over the past five years and more than double the eight that occurred in 2018. Based on 2022 Washington Annual Report,<sup>5</sup> there are several cultural and societal changes that may have contributed to the increase in traffic fatalities and serious injuries. After the COVID-19 lockdown, there have been increases in behavioral health challenges faced by many, which includes increases in substance use and abuse. There were also significant impacts to law enforcement staffing and procedures. Overall, Washington State has one of the fewest commissioned officers per capita in the nation. The Richland Police Department is actively seeking officers for the Traffic Safety Unit to focus on reducing the number and severity of traffic collisions through engineering, education, and enforcement. Richland's Chief of Police is committed to building and maintaining public trust while partnering with the community to keep Richland a safe place to live, work and play.<sup>6</sup>



*Figure 6. Number of Fatal and Suspected Serious Injury Crashes per year (2018-2022).*

**Figure 7** shows the heat map of fatal and serious injury collisions that occurred on City-owned streets over the five-year study period (2018-2022). **Figure 8** provides a heat map of all reported collisions that occurred on City-owned streets in Richland during the same study period.

<sup>5</sup> 2020 Washington Annual Report: [https://wtsc.wa.gov/wp-content/uploads/dlm\\_uploads/2023/02/FFY-2022-Washington-Annual-Report-FINAL-1.pdf](https://wtsc.wa.gov/wp-content/uploads/dlm_uploads/2023/02/FFY-2022-Washington-Annual-Report-FINAL-1.pdf)

<sup>6</sup> 2022 Richland Policy Department Annual Report: <https://www.ci.richland.wa.us/home/showpublisheddocument/14619/638138771703330000>

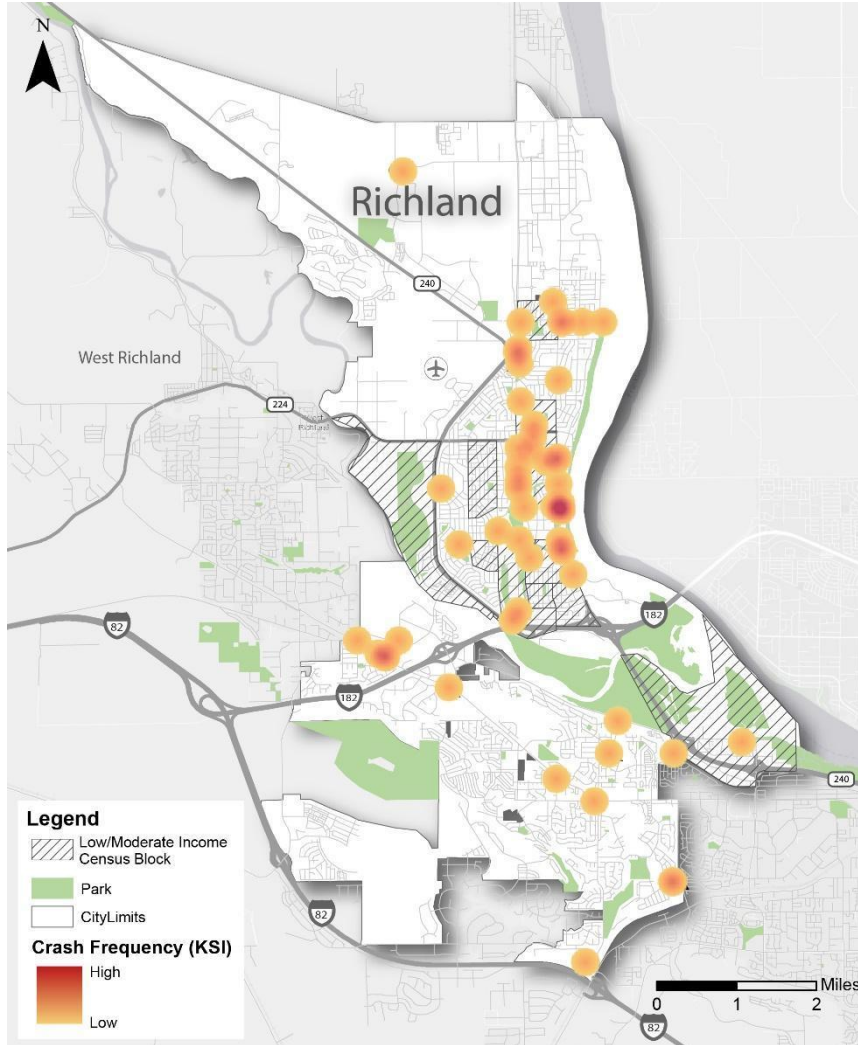


Figure 7. Heat Map of Fatal and Serious Injury Collisions (KSI) on City-owned streets in Richland (2018-2022).

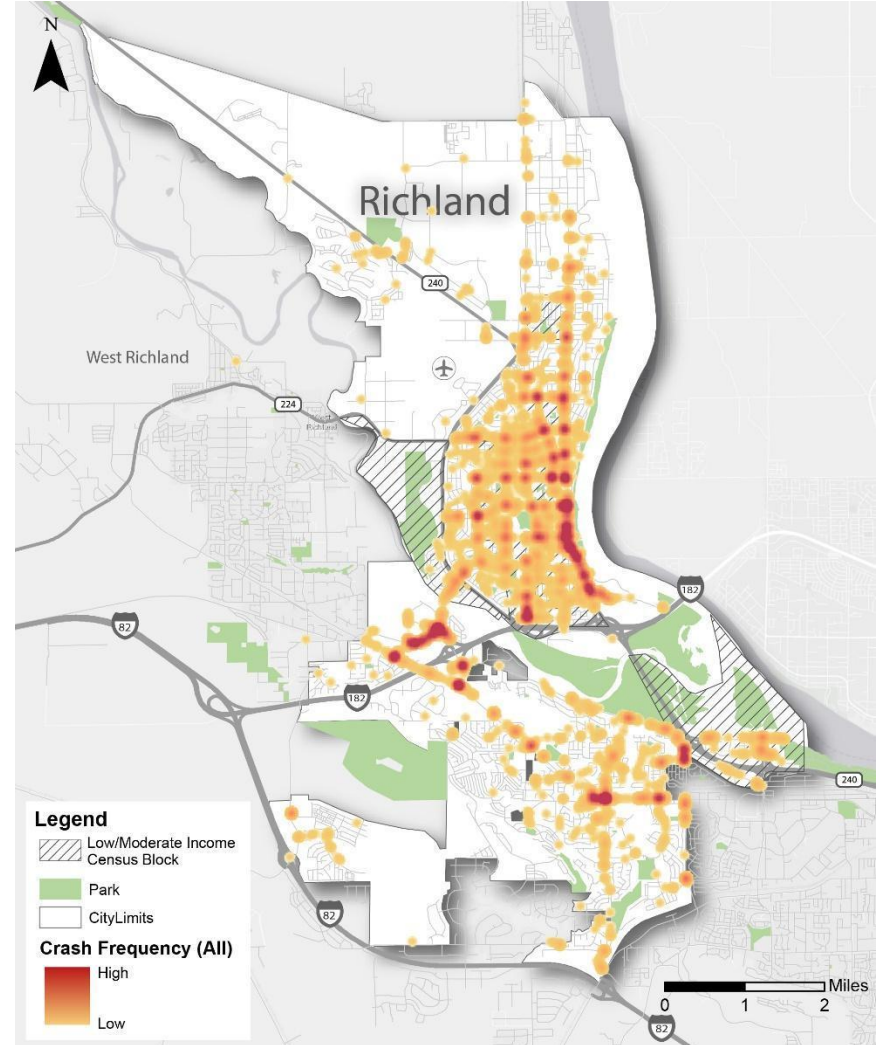


Figure 8. Heat Map of All Reported Collisions on City-owned streets in Richland (2018-2022).

## PUBLIC FEEDBACK

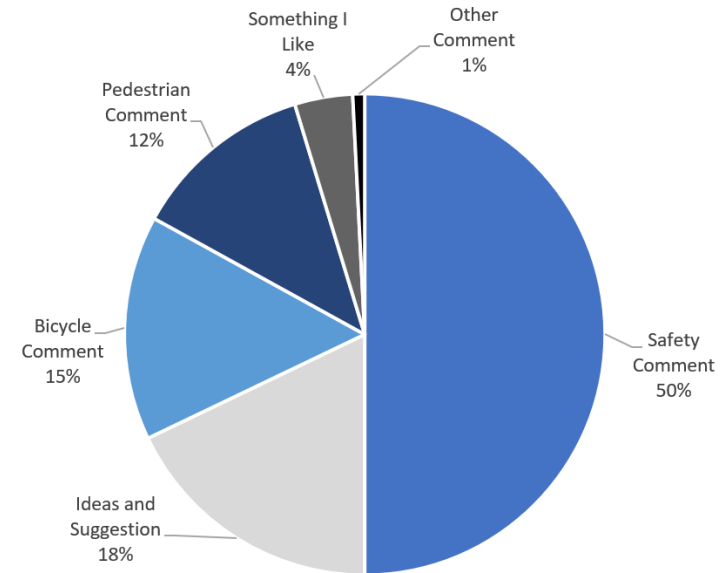
To solicit feedback from the public, the City of Richland developed and maintained a project-specific website for the Comprehensive Safety Action Plan:

<https://cleargov.com/washington/benton/city/richland/projects/8437/comprehensive-safety-action-plan>

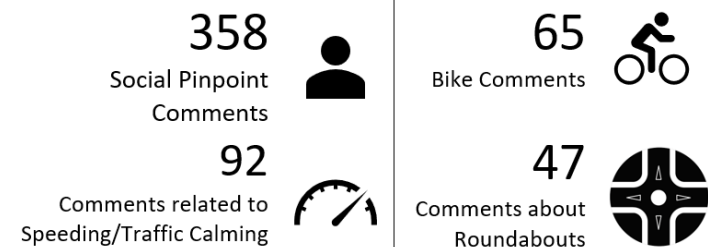
The website provided project-related information, materials, contact details and a timeline of events for the public to utilize. It included a link to download the 2022 Local Road Safety Plan and highlighted key findings from the crash data analysis. The public could also sign up to subscribe to project updates through the website and were encouraged to provide their feedback using Social Pinpoint.

Social Pinpoint is an interactive mapping tool embedded within the project website that allows participants to provide location-specific comments and include images for the project team to reference. Additionally, users were able to like or dislike comments and include images for the project team to reference. The Social Pinpoint site can automatically translate all the text on the website into 103 different languages. Users of the interactive mapping tool were offered five different types of comments that they could leave on the map including: Bicycle Comment, Ideas and Suggestions, Safety Comment, Something I Like, Pedestrian Comment, and Other Comment. The distribution of comment types received can be shown in **Figure 9**. The site was promoted on the city website, social media, email blasts and press releases.

Between February 9th to March 14th, 2023, the Social Pinpoint page was visited over **2,400 times by 900 unique participants who provided 358 comments**. A screenshot of the Social Pinpoint site is shown in **Figure 10**.



*Figure 9. Distribution of comment types shared on Social Pinpoint (Feb-Mar 2023).*





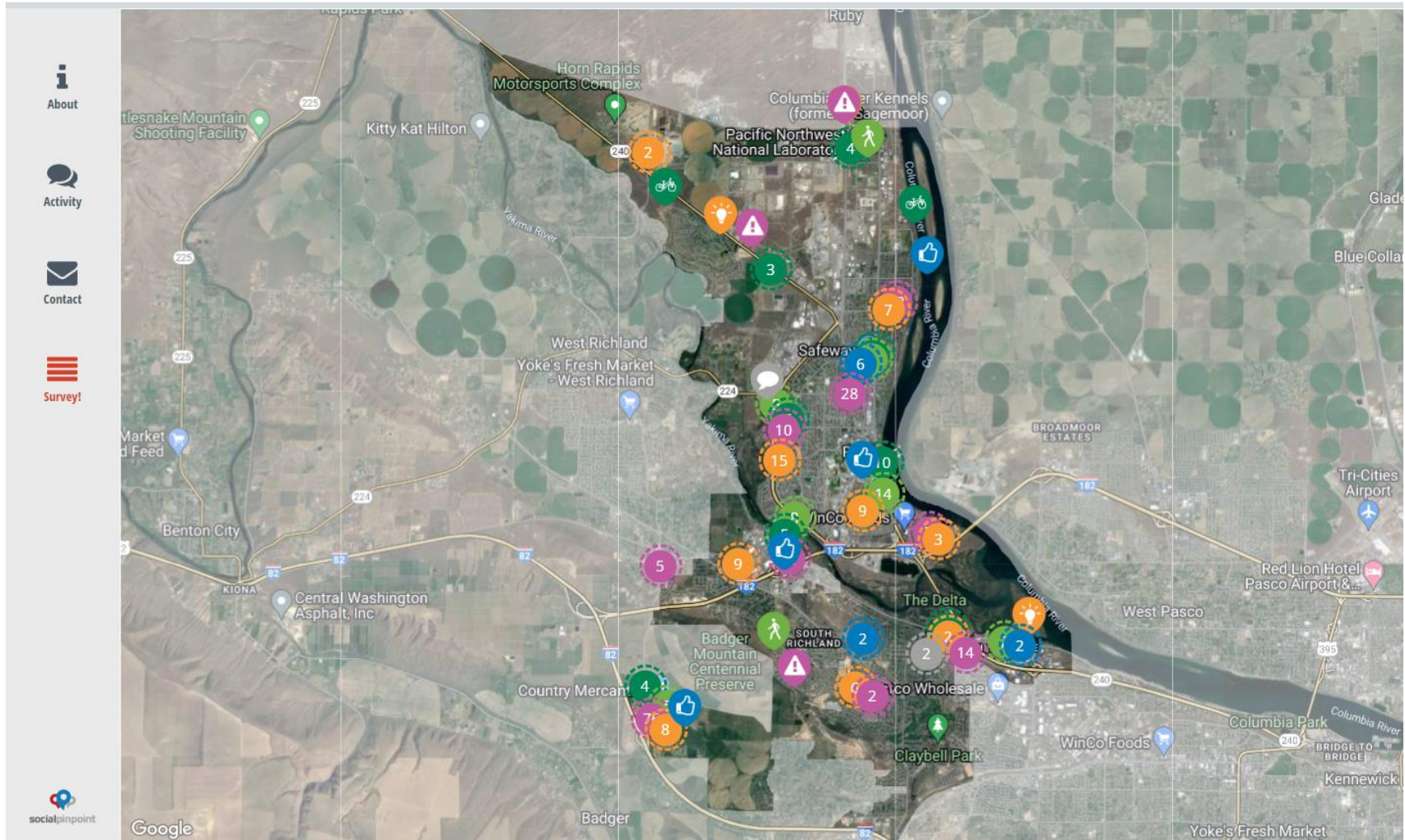


Figure 10. Screenshot of Social Pinpoint Used to Solicit Public Feedback, February – March 2023.

## PUBLIC FEEDBACK SURVEY & RESULTS

To gather more insights and public feedback, the public was also encouraged to complete a survey. The survey was available on the city website and the Social Pinpoint page from February 9th to March 14th, 2023. The survey was a total of eight questions and could be completed in under five minutes. A total of 217 survey respondents were collected and 11% of respondents indicated that they use active transportation (biking and walking) as their primary mode of transportation. **Figure 11** and **Figure 12** highlight some of the key findings from the survey.

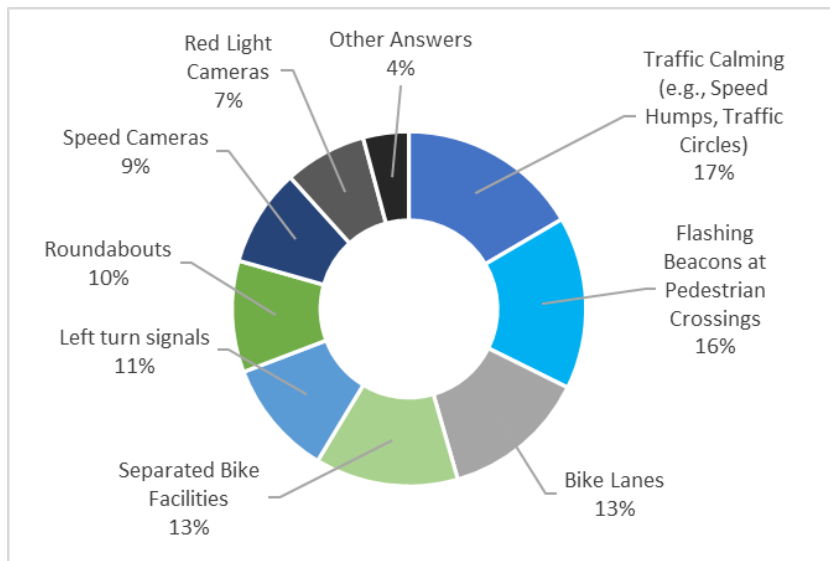


Figure 11. Roadway Features the Public Would Like to See.

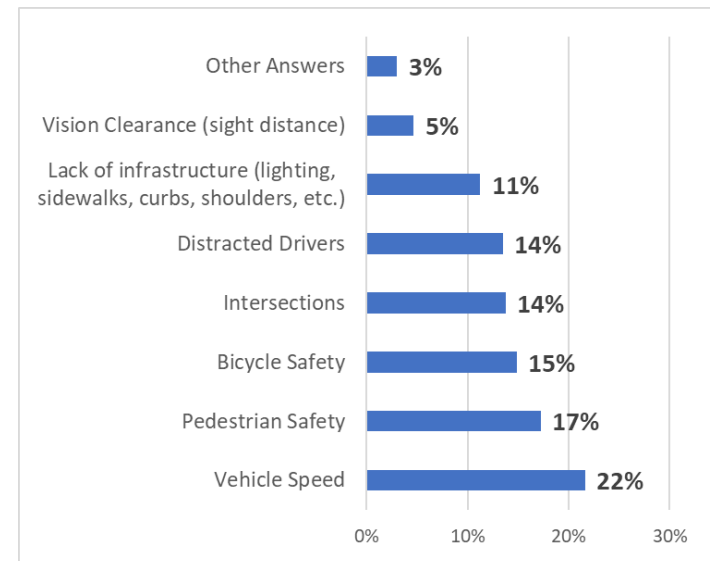


Figure 12. Identified Roadway Safety Issues.

### Frequent Comments and Suggestions:

- Improve bike facilities with separated bike lanes
- More pedestrian and bike facilities downtown
- Consider more bus routes and higher frequency
- Concerns regarding speeding and potentially adding more speed enforcement
- Strong support for more roundabouts (evaluate potential new ones along Jadwin Ave and George Washington Way)

## PUBLIC OUTREACH EFFORTS & AFFECTING OTHER PROJECTS

The public outreach effort will inform projects and strategies in the CSAP, and the City plans to use it in the future for ongoing maintenance and capital projects. For example, while developing pavement marking plans for upcoming citywide microsurfacing, City staff reviewed the Social Pinpoint database of recent public concerns to identify potential safety issues that could be addressed with striping. The City will continue to incorporate public comments throughout the different projects.

## STEP 2: ANALYZE FATAL/SERIOUS INJURY COLLISIONS TO IDENTIFY RISK FACTORS

The City studied each risk factor (collision attribute) to determine those most likely to contribute to future fatal and serious collisions in Richland. **Table 1** shows some of the most common attributes present in collisions that occur on City-owned streets in Richland. Collision attributes with a notably higher percentage of fatal and serious injury collisions compared to all-severity collisions have an increased likelihood of contributing to fatal and serious injury crashes.

*Table 1. Most Common Collision Attributes, Richland (2018-2022).*

| Data Element   | Collision Attribute         | Total Collisions | Fatal Collisions (K) | Serious Injury Collisions (SI) | Percent of all Richland Collisions with this Attribute <sup>(x)</sup> | Percent of KSI Richland Collisions with this Attribute <sup>(y)</sup> |
|----------------|-----------------------------|------------------|----------------------|--------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| Citywide       | Any                         | 3,296            | 12                   | 43                             |                                                                       |                                                                       |
| Collision Type | Lane Departure <sup>7</sup> | 614              | 4                    | 12                             | 19%                                                                   | 29%                                                                   |
|                | Roadway Departure at Curves | 95               | 3                    | 2                              | 3%                                                                    | 9%                                                                    |

<sup>7</sup> In 2023, WSDOT updated their definition for Lane Departure and created an automated “flag” in the collision database.

Table 1. Most Common Collision Attributes, Richland (2018-2022) (cont.).

| Data Element                                         | Collision Attribute                                             | Total Collisions | Fatal Collisions (K) | Serious Injury Collisions (SI) | Percent of all Richland Collisions with this Attribute <sup>(X)</sup> | Percent of KSI Richland Collisions with this Attribute <sup>(Y)</sup> |
|------------------------------------------------------|-----------------------------------------------------------------|------------------|----------------------|--------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| Collision Type                                       | Head-On                                                         | 17               | 1                    | 2                              | <1%                                                                   | 6%                                                                    |
|                                                      | Entering at Angle                                               | 993              | 1                    | 9                              | 30%                                                                   | 18%                                                                   |
| Contributing Circumstance (For at least one vehicle) | Exceeding Reasonable Safe Speed or Exceeding Stated Speed Limit | 197              | 4                    | 5                              | 6%                                                                    | 16%                                                                   |
|                                                      | Alcohol-Impaired <sup>(Z)</sup>                                 | 156              | 1                    | 5                              | 5%                                                                    | 11%                                                                   |
|                                                      | Drug-Impaired <sup>(Z)</sup>                                    | 47               | 0                    | 2                              | 1%                                                                    | 4%                                                                    |
|                                                      | Inattention / Distraction                                       | 625              | 2                    | 7                              | 19%                                                                   | 16%                                                                   |
| Motor Type Involved                                  | Motorcycle                                                      | 50               | 4                    | 7                              | 2%                                                                    | 20%                                                                   |
|                                                      | Heavy Vehicle                                                   | 82               | 0                    | 0                              | 3%                                                                    | 0%                                                                    |
| Lighting Condition                                   | Dark/Dusk/Dawn                                                  | 936              | 7                    | 14                             | 28%                                                                   | 38%                                                                   |
| Intersection                                         | At Intersection or Intersection Related                         | 1,772            | 8                    | 22                             | 54%                                                                   | 55%                                                                   |
|                                                      | Signalized Intersection (for at least one approach)             | 897              | 6                    | 9                              | 27%                                                                   | 27%                                                                   |
|                                                      | Unsignalized (No Traffic Control, Yield, Stop Sign)             | 875              | 2                    | 13                             | 27%                                                                   | 27%                                                                   |



Table 1. Most Common Collision Attributes, Richland (2018-2022) (cont.).

| Data Element                | Collision Attribute          | Total Collisions | Fatal Collisions (K) | Serious Injury Collisions (SI) | Percent of all Richland Collisions with this Attribute <sup>(X)</sup> | Percent of KSI Richland Collisions with this Attribute <sup>(Y)</sup> |
|-----------------------------|------------------------------|------------------|----------------------|--------------------------------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|
| Road User                   | Pedestrian Involved          | 54               | 1                    | 8                              | 2%                                                                    | 16%                                                                   |
|                             | Cyclist Involved             | 42               | 1                    | 3                              | 1%                                                                    | 7%                                                                    |
| Roadway Surface             | Wet                          | 263              | 2                    | 2                              | 8%                                                                    | 7%                                                                    |
|                             | Ice                          | 97               | 0                    | 0                              | 3%                                                                    | 0%                                                                    |
| Age                         | Driver Age 16 to 25 Involved | 1406             | 5                    | 16                             | 43%                                                                   | 38%                                                                   |
|                             | Driver Over Age 65 Involved  | 651              | 1                    | 9                              | 20%                                                                   | 18%                                                                   |
| Restraint (Seat Belt) Usage | No Restraints Used           | 44               | 1                    | 3                              | 1%                                                                    | 7%                                                                    |

(X) For example, in Richland 30% of all collisions involved a vehicle entering at an angle.

(Y) For example, in Richland 29% of all fatal and serious injury collisions involved lane departure.

(Z) As of this writing, WSDOT has identified an issue with 2020 impaired driving data and is looking into the details.

The City identified the following notable trends from this analysis:

- 54% of all collisions and 55% of fatal and serious injury collisions occurred at intersections, making intersections the most common type of location for collisions to occur.
- 27% of fatal and serious injury collisions occurred at **signalized** intersections.
- 27% of fatal and serious injury collisions occurred at **unsignalized** intersections.
- 30% of all collisions and 18% of fatal and serious injury collisions were caused by vehicles entering at an angle, making it the most common collision type.
- 38% of fatal injury collisions occurred in dark conditions (including dusk and dawn).
- Young drivers (age 16 to 25) were involved in 43% of all collisions and 38% of fatal or serious injury collisions.
- While pedestrians and bicyclists were involved in only 3% of all reported collisions, pedestrians or bicyclists were involved in 23% of fatal or serious injury collisions.
- Similarly, motorcyclists were involved in only 3% of all reported collisions, but 20% of fatal or serious injury collisions.
- Lane departure crashes made up 19% of all collisions and 29% of fatal or serious injury collisions. In particular, 3 of the 17 head on crashes (18%) resulted in a fatality or serious injury.

### STEP 3: SELECT MOST COMMON RISK FACTORS (COLLISION ATTRIBUTES)

Based on the findings of [STEP 1](#) and [STEP 2](#), the project team identified the following collision attributes correlated with the highest frequency or severity of collisions.<sup>8</sup> These collision attributes are the focus of the network analysis for [STEP 4](#):

- Vulnerable Users Involved [Pedestrians or Bicyclists]
- Occurred at Signalized Intersection<sup>9</sup>
- Occurred at Unsignalized Intersections
- Entering at Angle
- Lane Departure
- Dusk/Dark/Dawn Lighting Conditions
- Motorcyclist Involved

### STEP 4: ANALYZE ROADWAY NETWORK FOR PRESENCE OF RISK FACTORS

Following WSDOT's recommended procedure,<sup>10</sup> the City applied the most common risk factors in fatal/serious injury crashes to the entire network using frequency of collisions based on the most common risk factors/collision attributes.

The City mapped crash frequency based on the seven most common risk factors in fatal and serious injury crashes. The heat maps in [Appendix B](#) illustrate the locations of crashes with these attributes.

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<sup>8</sup> There were no significant risk factor changes from the 2023 Comprehensive Safety Action Plan.

<sup>9</sup> The City previously received funding for systemic signal project starting in March 2022. The project includes reflectorized backplates, Flashing Yellow Arrow conversions, completion of our Audible Pedestrian Systems (APS), new calculated clearance times and addition of Leading Pedestrian Intervals.

<sup>10</sup> WSDOT Local Road Safety Plans Guidance, <https://wsdot.wa.gov/sites/default/files/2021-10/LP-Local-Road-Safety-Plan.pdf>

## STEP 5: CREATE PRIORITIZED LIST OF ROADWAY LOCATIONS

### 5.1 INTERSECTION AND SEGMENT PRIORITIZATION

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**Table 2** and **Table 3** list the intersections and segments, respectively, ranked by the number of risk factors/collision attributes that the City identified. A location received 1, 2, or 3 “points” (shown in the first column, “Weighting Factors”)<sup>11</sup> for a risk factor if it experienced a relatively high frequency of crashes with that attribute compared to the rest of the City of Richland’s roadway network.

An additional two points were added at locations that experienced at least one fatal or serious injury crash during the study period. This is required for the location to be eligible for a spot location treatment under the WSDOT 2023 City Safety Program.

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<sup>11</sup> Weighting Factors were developed by the City to further prioritize certain items: roadway departure crashes, pedestrian- and bicyclist-involved crashes, locations with a history of fatal and serious injury crashes, and the supplemental EDPO and Crash Rate calculations.

Table 2. Prioritized Intersection Safety Needs by Number of Risk Factors (intersection-related crashes).

| Weighting Factor                          | 1                 | 1               | 3        | 1          | 2                                        |                |
|-------------------------------------------|-------------------|-----------------|----------|------------|------------------------------------------|----------------|
| Intersection                              | Entering at Angle | Dark Conditions | Ped/Bike | Motorcycle | At Least 1 Fatal or Serious Injury Crash | Weighted Total |
| George Washington Way and Symons Street*  | ✓                 | ✓               | ✓        | ✓          | ✓                                        | 8              |
| Gage Boulevard and Leslie Road            | ✓                 | ✓               | ✓        | ✓          | ✓                                        | 8              |
| Jadwin Avenue and Symons Street*          | ✓                 | ✓               | ✓        | -          | ✓                                        | 7              |
| Keene Road and Queensgate Drive*          | ✓                 | ✓               | ✓        | -          | ✓                                        | 7              |
| Keene Road and Duportail Street           | ✓                 | ✓               | ✓        | -          | ✓                                        | 7              |
| Keene Road and Kapalua Avenue (new)       | ✓                 | -               | ✓        | -          | ✓                                        | 6              |
| N Steptoe Street and Tapteal Drive (new)* | ✓                 | ✓               | -        | ✓          | ✓                                        | 5              |
| Jadwin Avenue and McMurray Street         | ✓                 | ✓               | ✓        | -          | -                                        | 5              |

Table 2. Prioritized Intersection Safety Needs by Number of Risk Factors (intersection-related crashes). (cont.)

| Weighting Factor                                 | 1                 | 1               | 3        | 1          | 2                                        |                |
|--------------------------------------------------|-------------------|-----------------|----------|------------|------------------------------------------|----------------|
| Intersection                                     | Entering at Angle | Dark Conditions | Ped/Bike | Motorcycle | At Least 1 Fatal or Serious Injury Crash | Weighted Total |
| Jadwin Avenue and Swift Boulevard*               | ✓                 | ✓               | ✓        | -          | -                                        | 5              |
| George Washington Way and Jadwin Avenue*         | ✓                 | ✓               | -        | ✓          | ✓                                        | 5              |
| George Washington Way and Swift Boulevard (new)* | ✓                 | ✓               | -        | ✓          | ✓                                        | 5              |

\*Intersections with projects that are funded and planned for construction within the next 2 years.

Table 3. Prioritized Segment Safety Needs by Number of Risk Factors (non-intersection related crashes).

| Weighting Factor                                         | 1                 | 2              | 1               | 3        | 1          | 2                                        |                |
|----------------------------------------------------------|-------------------|----------------|-----------------|----------|------------|------------------------------------------|----------------|
| Segment                                                  | Entering at Angle | Lane Departure | Dark Conditions | Ped/Bike | Motorcycle | At Least 1 Fatal or Serious Injury Crash | Weighted Total |
| George Washington Way: Jadwin Avenue to McMurray Street  | ✓                 | ✓              | ✓               | ✓        | ✓          | ✓                                        | 10             |
| Duportail Street: Keene Road to Queensgate Drive         | ✓                 | ✓              | ✓               | ✓        | ✓          | ✓                                        | 10             |
| Keene Road: Kennedy Road to Duportail Street             | ✓                 | ✓              | ✓               | ✓        | -          | ✓                                        | 9              |
| Jadwin Avenue: Swift Boulevard to Torbett Street (new)   | ✓                 | ✓              | -               | ✓        | -          | ✓                                        | 8              |
| Lee Boulevard: Thayer Drive to Stevens Drive (new)       | ✓                 | ✓              | -               | ✓        | -          | ✓                                        | 8              |
| Aaron Drive: Bypass Highway to Goethals Drive            | ✓                 | ✓              | ✓               | -        | ✓          | ✓                                        | 7              |
| Stevens Drive: Saint Street to Vantage Hwy Pathway (new) | -                 | ✓              | ✓               | -        | ✓          | ✓                                        | 6              |



## 5.2 SYSTEMIC SAFETY NEEDS

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The City identified the following safety needs for potential systemic safety improvements.

1. **Unsignalized Intersections.** In Richland, intersection collisions (signalized and unsignalized) are the most common types to occur. Unsignalized intersections (typically stop-controlled, but also including roundabouts and intersections with no traffic control devices) have experienced the following proportions: 27% of all collisions and 27% of all intersection-related fatal and serious injury collisions. The City has recently completed a systemic project to address needs at signalized intersections and has a current project in the design stage to address several unsignalized intersection locations. The City will also continue to look to find funding opportunities for additional intersections that did not make the funding list in the current project.
2. **Pedestrian Crossings.** Pedestrians were involved in only 2% of all collisions in the city, but 16% of fatal and serious injury collisions. The City has an active project to address systemic needs at unsignalized pedestrian crossings, while also looking for opportunities to provide similar pedestrian improvements within the scope of other capital projects. This project would also help address bicycle collisions as well, which share a high rate of fatal and serious injury collisions relative to overall collisions. The City will also continue to seek funding opportunities for additional intersections that did not make the funding list in the current project.
3. **Right-turn Treatments at Signalized Intersections.** The City would like to make improvements to right-turn movements at key intersections, working to improve overall efficiency while explicitly providing better protection for all users. Leading Pedestrian Intervals have already been implemented throughout Richland, and intersections with right-turn lanes could benefit from advanced treatments like the flashing yellow arrow for right-turns, on-street markings like sharrows or shared turn lanes, and specialized pedestrian signage at intersections (e.g., Turning Vehicles Stop for Pedestrians). These signs are an MUTCD standard and can include a lighted border that is activated by pushbutton. The treatment could also be used selectively for left turns as well. The City plans to seek funding for this systemic treatment.
4. **Lane Departure.** Collisions involving vehicles that leave their lane were one of the most common collision types citywide. The City has experienced lane departure in the following proportions: 19% of all collisions and 29% of fatal and serious injury collisions. Systemic treatments addressing lane departure also help reduce the potential for future head-on collisions. Also, further analysis revealed that 9% of all fatal and serious injuries involved roadway departure that occurred at a curve. The

City is working to develop a plan to address signage for all horizontal curves to make sure that signing is up to date. The City is also considering funding sources for guardrail improvements along a rural section of Columbia Park Trail.

5. **Appropriate Speed Limits.** The City has undertaken a citywide traffic speed study to develop a revised speed limit setting policy and a customized tool for implementing the policy. The policy will help Richland move away from practices of weighting the 85th percentile speed too heavily and move towards a policy that sets regulatory speeds using recent research regarding context. Once this study is complete the City will undertake a systematic review and modify existing speed limits as appropriate.
6. **Citywide School Safety Program Analysis.** Student school safety while walking or biking to school is important for any community. The City will be partnering with the School District to perform audits at all schools to identify potential gaps or improvements that can be made to school walk routes. The audit will be used to update and enhance existing school walk route maps as well as identify important projects, both large and small, to prioritize funding for improvements.
7. **Pedestrian and Bicycle Improvements.** To meet our Complete Streets objectives, the City is looking to make improvements every year by taking advantage of the roadway surfacing programs. This program often provides updated curb ramps while also providing bicycle lanes and possibly turn lanes as well by utilizing road diets or roadway configurations.
8. **Traffic Calming Improvements.** The City has undertaken a new program called the Neighborhood Traffic Safety (NTS) Program that aims to control traffic speeds, reduce cut-through traffic, and mitigate transportation safety issues in residential neighborhoods. The NTS program goal is to install traffic calming devices at requested locations based on a quantitative evaluation of safety needs and potential treatments.

## STEP 6: IDENTIFY COUNTERMEASURES TO ADDRESS PRIORITIZED LOCATIONS

### 6.1 LOCATIONS FOR FURTHER ANALYSIS

The City compared the list of prioritized intersections and corridors identified in [STEP 5](#) to recent and already-funded projects to pinpoint the most pressing safety needs. Collision data and existing conditions were further analyzed at the following locations shown in **Table 4**.

*Table 4. Prioritized Safety Study Locations for Further Analysis.*

| Location                                                                                                     | Primary Crash Patterns                                                    | Fatal or Serious Injury Collision History                                                                              | Potential Countermeasures                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Signalized Intersection:</b><br>George Washington Way and Symons Street   Jadwin Avenue and Symons Street | Rear-end, pedestrian-related, left-turns                                  | George Washington Way: 2 Serious injury, including 1 pedestrian-related.<br>Jadwin Avenue: 1 Fatal, pedestrian-related | One-way couplet planned, Intersection Lighting, Signal Visibility Upgrades, Left-turn Signal Upgrades, Pedestrian Signal Upgrades          |
| <b>Signalized Intersection:</b><br>George Washington Way and Jadwin Avenue                                   | Congestion-related rear-ends, lane-changing sideswipes, entering at angle | 2 Fatal crashes including one overturning crash involving speeding and one hitting a street light pole                 | Signal Coordination, Lane Use Control Upgrades, Protected-only left turn phasing                                                           |
| <b>Segment:</b> Gage Boulevard from Leslie Road to Keene Road                                                | Entering at angle, left turn (40%)                                        | 1 Serious injury. 3 pedestrian crashes.                                                                                | Access management (reduce the left turns at driveways). Additional Lighting for the driveway access (including pedestrian scale lighting). |

Table 4. Prioritized Safety Study Locations for Further Analysis. (cont.)

| Location                                                                         | Primary Crash Patterns                                                 | Fatal or Serious Injury Collision History        | Potential Countermeasures                                                                                                                                               |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Segment:</b><br>Aaron Drive: SR 240 Bypass Highway to Goethals Drive          | Rear-end, angle, sideswipe, sight distance limitations                 | 1 Serious injury overturning crash.              | Curve warning signs, sight distance improvements. Flyover for Southbound traffic and roundabout for the rest.                                                           |
| <b>Pedestrian Crossing:</b><br>Bellerive Drive: Gage Boulevard to Canyon Street  | Vehicle-Pedestrian conflicts near trail crossing in a residential area | 0 Fatal or serious injury crashes.               | Enhanced warning signs, RRFB, Raised crosswalk                                                                                                                          |
| <b>Uncontrolled Intersection:</b><br>Keene Road and Kapalua Avenue (new)         | Making left turn, vehicle-pedalcyclist involved                        | 1 Serious injury involving a cyclist.            | Add bicycle lane or green pavement markings for the minor approach, mini roundabout                                                                                     |
| <b>Segment:</b> Gage Boulevard from Leslie Road to Keene Road                    | Entering at angle, left turn (40%)                                     | 1 Serious injury crash.<br>3 pedestrian crashes. | Access management (reduce the left turns at driveways). Additional lighting for the driveway access (including pedestrian scale lighting). Full segment corridor study. |
| <b>Segment:</b> Stevens Road from Jadwin Ave to Saint Street (the northeast leg) | Rear-end                                                               | 2 Serious injury crashes.                        | Speed management. Additional lighting.                                                                                                                                  |

## STEP 7: DEVELOP A PRIORITIZED LIST OF PROJECTS AND STRATEGIES

Upon completion of the crash data analysis, identification of potential countermeasures, and comparison with recently completed and planned project locations, the City selected safety projects shown in **Table 5** to be prioritized. This list includes corridor projects, systemic projects covering larger areas of the city, spot projects and transportation/traffic studies, and code updates.

2024 UPDATE: Several systemic stop-controlled intersections and systemic pedestrian crossings were funded by grant programs. This is noted in the Current Status column in **Table 5** below.

*Table 5. Richland Prioritized Safety Projects to Pursue.*

| Prioritized Location or Systemic Collision Type | Safety Project                                                                                                                                                                                                         | Current Status                                                                                                                                         | Next Steps                                                                                          |
|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Corridor Project - Downtown Connectivity        | Convert 1.2-mile parallel corridors of George Washington Way and Jadwin Avenue from 5 lane arterials to one-way couplet with three lanes on each street to include new bicycle facilities and pedestrian enhancements. | 2023 CSAP New Project Fully Funded with TIB Urban Arterial Program, Transportation Alternatives funds, Carbon Reduction funds, and USDOT SS4A Program. | Move forward with Design. Planned 2025 Construction.                                                |
| Systemic Stop-controlled Intersections          | Low-cost signing and pavement marking improvements; Advanced Intersection Warning System; low-cost curb extensions; mini roundabouts.                                                                                  | 6 out of 12 locations funded by WSDOT City Safety Program.                                                                                             | Apply for additional 2024 WSDOT City Safety Program grant funding for the remaining 6 intersections |
| Systemic Pedestrian Crossings                   | Marked crosswalks, advanced warning signs, Rectangular Rapid Flashing Beacons (RRFBs)                                                                                                                                  | 6 out of 16 locations funded by WSDOT City Safety Program<br><br>3 out of 16 locations funded by TIB Complete Streets                                  | Apply for 2024 WSDOT City Safety Program grant funding for 10 more locations                        |

Table 5. Richland Prioritized Safety Projects to Pursue. (cont.)

| Prioritized Location or Systemic Collision Type        | Safety Project                                                                                                                                                                                                                                                                                                                                                  | Current Status                               | Next Steps                                                                                                                                                  |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Systemic - Right-turn Treatments                       | Consider Right-turn Flashing Yellow Arrow treatments and/ or pedestrian pushbutton activated signage at select signalized intersections to better separate pedestrians in time and space. Consider marking treatments for bicycles.                                                                                                                             | 2023 CSAP New Project<br>8 locations         | Apply for 2024 WSDOT City Safety Program grant funding                                                                                                      |
| Systemic Roadway Departure: Citywide Horizontal Curves | Citywide Horizontal Curve Signing and Select Guardrail Treatments                                                                                                                                                                                                                                                                                               | Not Funded in 2022 WSDOT City Safety Program | Apply for 2024 WSDOT City Safety Program grant funding                                                                                                      |
| Future Transportation Studies                          | The City plans to undertake speed zoning studies once a new speed limit policy is developed.<br>The City plans to develop a new Traffic Calming policy to better respond to the needs of citizens.                                                                                                                                                              | 2023 CSAP New Project                        | Consider for future grant opportunities as appropriate                                                                                                      |
| Citywide School Safety Program Analysis & Study        | The City will partner with the School District to perform audits at all elementary and middle schools to identify potential gaps or improvements that can be made to school walk routes. The audit will be used to update and improve existing school walk route maps as well as identify important projects, both large and small, for funding prioritization. | 2023 CSAP New Project                        | Consider for future grant opportunities using Safe Routes to School, Pedestrian and Bicycle Program, and the Washington Traffic Safety Commission Programs. |

Table 5. Richland Prioritized Safety Projects to Pursue. (cont.)

| Prioritized Location or Systemic Collision Type | Safety Project                                                                                                                                                                                                                                                                                      | Current Status                                                                                                 | Next Steps                                                                                                                                           |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Corridor - Dallas Road Roundabouts              | Roundabout Corridor with multi-lane roundabouts planned at both I-82 Ramp terminals, Trowbridge Boulevard, and Ava Way. These projects were highly requested during our community outreach survey.                                                                                                  | 2023 CSAP New Project                                                                                          | Primarily development driven and funded by the TIF and developer. Trowbridge Boulevard and Ava Way Roundabouts in Design. Planned 2024 construction. |
| Corridor - Duportail Street Roundabouts         | Install two roundabouts along Duportail Street. One at Kennedy Road and the second at a major commercial driveway surveying Walmart, Home Depot, Target as well as numerous restaurants and strip commercial outlets. The roundabouts would allow for access management medians along the corridor. | Construction is to begin in 2025 at the Kennedy location, but the major driveway roundabout is still unfunded. | Consider future grant opportunities to address the rest of the corridor                                                                              |
| Spot - SR-240 Bypass at Aaron Drive             | Build a Flyover ramp for eastbound traffic on SR-240. This will leave only the remaining turning movements to be served by a new roundabout at grade. Project to include key bicycle & pedestrian connections as well.                                                                              | 2023 CSAP New Project                                                                                          | Consider for future grant opportunities and legislative action.                                                                                      |



The following sections detail existing conditions, countermeasures, estimated project costs, monetary value of estimated safety benefits, and the estimated benefit/cost ratio of the top three recommended safety projects. The projects are organized by City priority, with the highest-priority project first.

## 7.1 CORRIDOR PROJECT - DOWNTOWN CONNECTIVITY: JADWIN AVENUE & GEORGE WASHINGTON WAY

The City of Richland has been working since the early 2000s to improve the Central Business District, and several planning studies have been completed to develop and advance this priority. In 2018, the City Council adopted an update to its Strategic Leadership Plan with six focus areas. One of the focus areas, Increase Economic Vitality, includes an objective to improve streets by enhancing walkability in the core downtown area. The 2019 City budget included funds to advance this walkability objective with a Downtown Connectivity Study.<sup>12</sup> Its purpose was to advance the City Council's vision for a pedestrian-friendly waterfront and downtown, while maintaining or enhancing the vehicular travel flow through the area (see **Figure 13**).

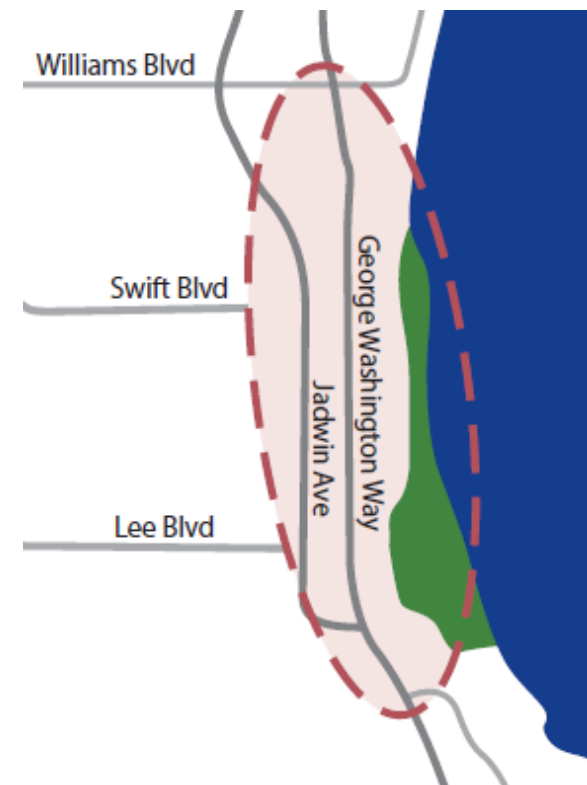


Figure 13. Project area for pedestrian-friendly waterfront and downtown Richland.

<sup>12</sup> <https://cleargov.com/washington/benton/city/richland/projects/785/downtown-connectivity-study>

The project team developed, evaluated, and prioritized street improvements downtown. The findings and recommendation formed the basis of a City Council decision to convert George Washington Way and Jadwin Avenue to one-way streets between Symons Street on the north and the George Washington Way/Jadwin Avenue intersection on the south. Reconfiguring the roadways to one-way streets enables repurposing of a portion of the existing right of way for barrier-separated two-way bike facilities, wider sidewalks, on-street parking, and pedestrian crossing enhancements throughout the project area. Reducing the street width and converting the intersections to a single-approach direction shortens and reduces the complexity of pedestrian crossings, time spent in the street, and conflict points for pedestrians. Traffic signal coordination, and addition of bike signals on the one-way couplet system, helps to limit operating speeds and provide protected bicycle and pedestrian movements for enhanced comfort and safety. The project requires geometric changes to several intersections, reconfigures and adds and subtracts traffic signals to support the one-way operation, pedestrian crossings, and bike lanes. The project also includes upgrades to street lighting and pedestrian scale lighting.

In 2022, the City began design of the project which enabled successful grant awards from the USDOT Safe Streets and Roads for All Program, Washington State Transportation Improvement Board Urban Arterial Program, and Benton Franklin Council of Governments' Transportation Alternative and Carbon Reduction funding. The City plans to complete design and environmental review in 2024 to be prepared for construction in 2025.

## 7.2 SYSTEMIC PROJECTS

### 7.2.1 SYSTEMIC STOP-CONTROLLED INTERSECTIONS

**Identified Safety Needs.** In Richland, intersection collisions (at or related to signalized and unsignalized intersections) are the most common type to occur for all crash severities. Approximately 27% of fatal and serious injury collisions occurred at unsignalized intersections or were intersection-related, and 27% of all collisions occurred at intersections or were intersection-related. In particular, a considerable number of two-way stop-controlled (TWSC) intersections experience a reasonably high collision frequency and rate in the City of Richland. **Table 6** provides a list of stop-controlled intersections in Richland to be treated, the type of treatment(s) that would be most appropriate, and the funding status.

**Potential Safety Treatments.** Some of the low-cost systemic treatments that may mitigate these issues include:

- Doubled-up stop signs
- Retroreflective post sleeves
- “Cross Traffic Does Not Stop” plaques under the stop signs
- Additional pavement marking
- Double-wide stop bars
- Fluorescent yellow sign sheeting
- Advance intersection warning signs with street name plaques
- Oversize warning and regulatory signs
- Raised median on the side street

At some locations, more advanced safety needs may necessitate one or more of the following enhanced treatments:

- Advance Intersection Warning System
- Low-cost Mini-roundabouts
- Low-cost Curb extensions (signs, delineators, “tough curb”)

**Figure 14** illustrates low-cost curb extension that provides space for moving stop signs closer to the road and reduces crossing distances for pedestrians.

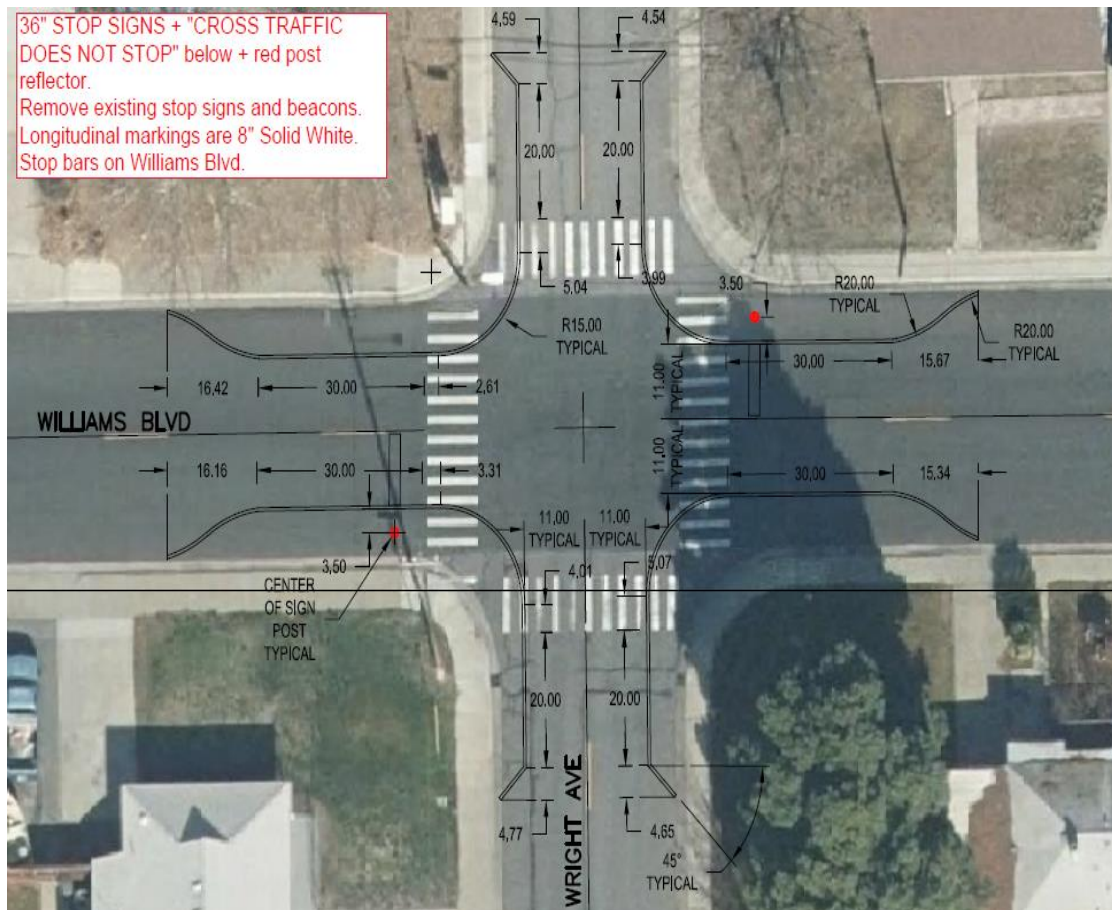


Figure 14. Low-cost Signing and Marking Treatments with Low-cost Curb Extensions.

Another critical component for stop-controlled intersections is to make sure that the necessary sight distance triangles are maintained, and that vegetation does not obstruct the necessary sight lines or signage. The City of Richland has recently updated the intersection Sight Distance Code (RMC Chapter 12.11) and has included a new section to cover the obstruction of traffic control devices.

**Mini Roundabouts.** Available pavement at select locations make it feasible for a mini roundabout installation. Roundabouts are a proven countermeasure to reduce the frequency and severity of intersection crashes by reducing operating speeds and flattening the angle of conflict. It will be important for this design to accommodate truck and transit vehicle movements.

The City proposes installation of mini roundabouts at the following locations:

- Thayer Drive and Symons Street
- Canyon Street and Bellerive Drive/Status Street

To address the safety risks at intersections and the low cost of the recommended treatments, the City proposes a combination of treatments at the stop-controlled intersections listed below. The locations are prioritized by calculating crash rates per total entering volume and Equivalent Property Damage Only (EPDO) weighted crash frequency.

**Figure 15** shows the locations of the stop-controlled intersections in **Table 6**.

*Table 6. Systemic Stop-controlled Treatment Locations.*

| Location |                                                | Treatments                                     |                                                 |                    |                                | Funded |
|----------|------------------------------------------------|------------------------------------------------|-------------------------------------------------|--------------------|--------------------------------|--------|
|          |                                                | Low-cost<br>Signing and<br>Pavement<br>Marking | Actuated<br>Advanced<br>Intersection<br>Warning | Mini<br>Roundabout | Low-cost<br>Curb<br>Extensions |        |
| 1        | Columbia Park Trail and Leslie Road            | ✓                                              | ✓                                               |                    |                                |        |
| 2        | Thayer Drive and Symons Street                 | ✓                                              |                                                 | ✓                  | ✓                              |        |
| 3        | Canyon Street and Bellerive Drive/Satus Street | ✓                                              |                                                 | ✓                  |                                |        |
| 4        | Steptoe Street and Canyon Street               | ✓                                              | ✓                                               |                    |                                |        |

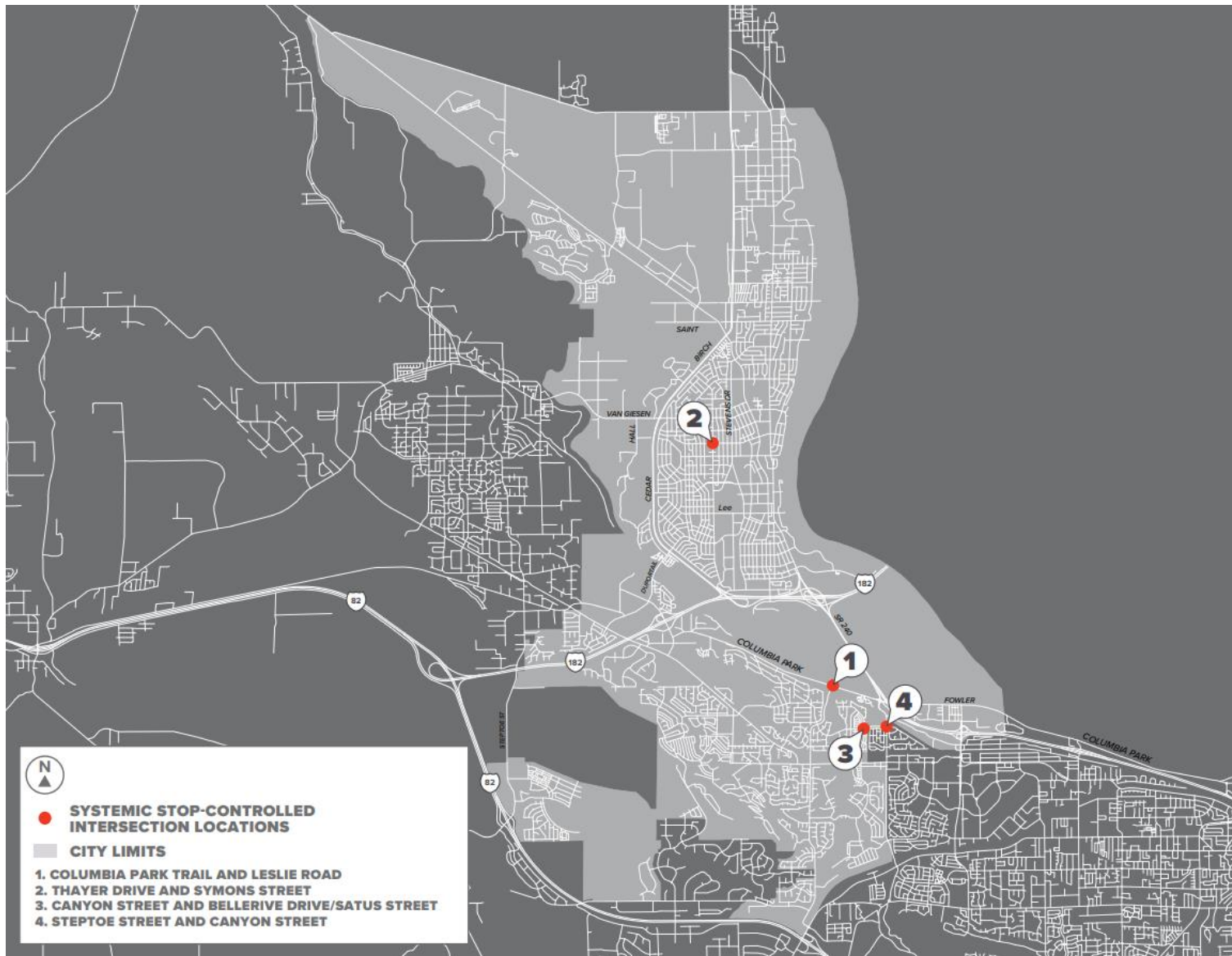


Figure 15. Systemic Stop-Controlled Intersection Locations in Richland, WA.

## Richland Systemic Stop-Controlled Intersection Safety Countermeasures and Two Mini Roundabouts



### Project Description

Install upgraded signing and pavement marking. Add Actuated Advance Warning Beacons or Low-Cost Curb Extensions at select locations.

Add mini roundabouts at two select locations.



### Cost Estimate

\$1,602,000



### Benefit / Cost Ratio

6.49



### Time Frame

Short-term

Medium-term



### Crash Reduction

**~70%**

**Combined reduction for the treatments described.**

**History:** 49 intersection collisions at the selected intersections from 2018-2022, including 1 suspected serious injury.

**Expected Benefit:** 7 fewer crashes per year



### 7.2.2 SYSTEMIC PEDESTRIAN CROSSINGS

Pedestrians are the most vulnerable users of the transportation system, especially when crossing the street. While pedestrian-involved collisions in Richland comprised only 2% of all crashes, 16% of fatal and serious injury collisions during the study period involved a pedestrian.

**Potential Safety Treatments.** All intersections have legal crosswalks, marked or not (unless posted otherwise), and the treatments selected for these crosswalks vary. Several enhanced treatments (e.g., signing, striping, flags, medians) are used in Richland. The City uses guidance from the Federal Highway Administration (FHWA) on selection of treatments as well as crosswalk warrant information developed by the City of Boulder, Colorado and implemented by many other agencies to make decisions about crosswalks and crosswalk treatments.

Typical treatments are striping, signing, protective medians, or Rectangular Rapid Flashing Beacons (RRFB). Pedestrian Hybrid Beacons (PHBs) are an even higher level pedestrian crossing that provides more positive pedestrian control at higher volume locations while also being capable of integrating into a coordinated traffic signal system. The City considers a variety of treatments and when those treatments may be most appropriate based on pedestrian volumes, vehicle volumes, transit volumes, number of lanes crossed, travel speed, and roadway functional classification. It should also ensure that proper lighting is considered for crosswalks. At this time, the City is reviewing crosswalk locations on surfacing projects to decide if all crosswalks will be replaced or if some will be consolidated. The City is also aggressively pursuing crosswalk upgrades, typically RRFB installation via grant projects and capital projects, an example of which can be noted in **Figure 16**.



*Figure 16. Example Pedestrian Crossing Treatment used in Richland, WA.*

For the 2024 City Safety Program, Richland proposes pedestrian crossing treatments at the following locations. See [Appendix C](#) for the full pedestrian crossing ranking matrix and individual site details, and **Figure 7** below for a vicinity map of these crossings.

1. George Washington Way at Torbett Street
2. Van Giesen Street and Birch Avenue
3. Thayer Drive and Lawless Drive
4. Swift Boulevard and Cottonwood Drive
5. Gage Boulevard and Peachtree Lane
6. McMurray Street and Pike Avenue
7. Knight Street at The Parkway
8. Bellerive Drive at Keene Path Crossing
9. Stevens Drive north of Swift Boulevard
10. Leslie Road and Canyon Avenue

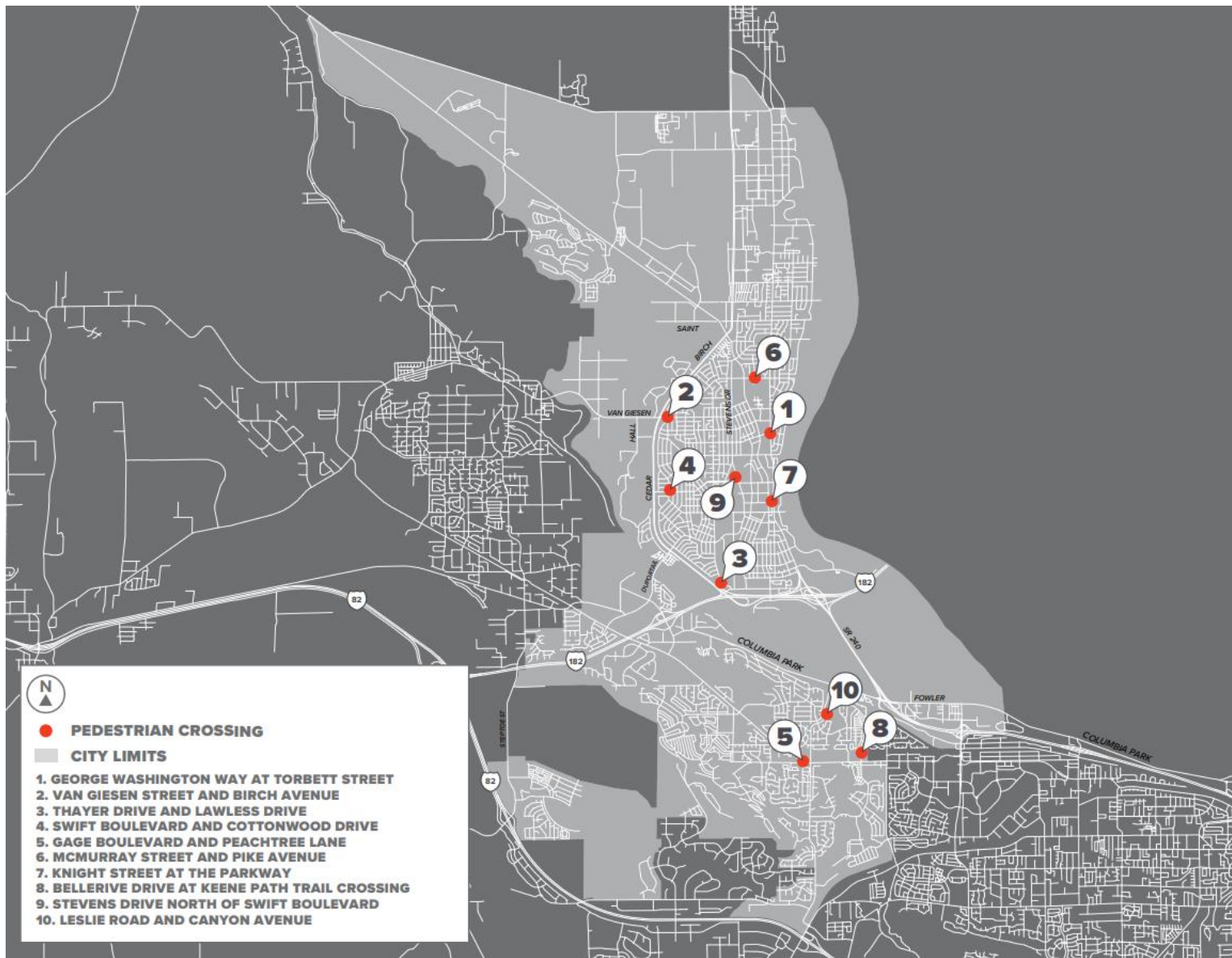


Figure 17. Systemic Pedestrian Crossing Locations in Richland, WA.

## Richland: Systemic Pedestrian Crossing Countermeasures



### Project Description

Install upgraded signing and pavement marking and Rectangular Rapid Flashing Beacons (RRFBs). Add street lighting at eight selected locations.



### Cost Estimate

\$1,571,000



### Benefit / Cost Ratio

0.68



### Time Frame

Medium-term



### Crash Reduction

**~14%**

**Reduction in pedestrian collisions.**

**History:** 1 pedestrian collision and 12 dark/dusk/dawn collisions at the selected crossings from 2018-2022.

**Expected Benefit:** 1 fewer crash per year

### 7.2.3 SYSTEMIC ROADWAY DEPARTURE: HORIZONTAL CURVE SIGNING

Between 2018 and 2022, there were 95 roadway departure collisions that reported a roadway characteristic of “curve & level”, “curve & grade”, or “curve at hillcrest”. Three of the 95 collisions resulted in a fatal crash. Additionally, Richland experienced a higher proportion of crashes occurring on horizontal curves than other Eastside Cities, as follows in **Table 7**:

*Table 7. Horizontal Curve Proportion Comparison: Richland to Eastside Cities.*

|                           | Fatal/Serious Injury Crash Proportion |          | Total Crash Proportion |          |
|---------------------------|---------------------------------------|----------|------------------------|----------|
|                           | Eastside Cities                       | Richland | Eastside Cities        | Richland |
| <b>Curve &amp; Grade</b>  | 3.46%                                 | 3.64%    | 2.21%                  | 3.25%    |
| <b>Curve &amp; Level</b>  | 8.48%                                 | 10.91%   | 4.45%                  | 5.61%    |
| <b>Curve at Hillcrest</b> | 1.78%                                 | 1.82%    | 0.19%                  | 0.21%    |
| <b>Curve in Sag</b>       | 0.10%                                 | 0.00%    | 0.09%                  | 0.06%    |

The City of Richland has captured advisory speeds (e.g., “ball bank speeds”) for all city streets, so this safety project will provide current MUTCD standard curve warning signs at all horizontal curves on arterials and major collectors within city limits.

- Assess Existing Conditions
  - Calculate the difference between previously-collected advisory speed and the posted speed limit (per the MUTCD)
- Design signing treatments
  - Determine the required (shall) and recommended (should) sign package for each curve per the MUTCD.
  - Confirm sign placement feasibility via field review

- Produce plans, specifications, and estimates (PS&E) for curve signing
- Install horizontal curve warning signs

#### 7.2.4 SYSTEMIC RIGHT TURN TREATMENTS

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**Right-turn Treatments at Signalized Intersections.** The City would like to make improvements to right-turn movements at key intersections, working to improve overall efficiency while explicitly providing better protection for all users. Leading Pedestrian Intervals have already been implemented throughout Richland, and intersections with right-turn lanes could benefit from advanced treatments like the flashing yellow arrow for right-turns, on-street markings like sharrows or shared turn lanes, and specialized pedestrian signage at intersections (e.g., Turning Vehicles Stop for Pedestrians). These signs are an MUTCD standard and can include a lighted border that is activated by pushbutton. The treatment could also be used selectively for left turns as well. The City plans to seek funding for this systemic treatment.

The City is currently undergoing different processes to determine which locations would benefit most from systemic right turn treatments.

#### 7.3 NON-INFRASTRUCTURE STRATEGIES

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Richland Police Department (RPD) conducts educational outreach programs and events to get the word out about roadway safety. RPD activities should continue and be supplemented with additional support, as funding allows. The following are some of the safety programs.

**Teen Target Zero (*formerly called “Every 15 Minutes”*).** Officers speak directly to area high school students about the dangers of drinking/drugs and driving. The sessions last approximately 1-2 hours and cover a range of topics that talk about strategies to reduce young driver crashes. The conversations are designed to help young drivers gain valuable experience, while mitigating their risk by keeping them out of dangerous situations.

**Neighborhood Watch Programs.** Richland PD visits several neighborhood watch meetings throughout the year to discuss a myriad of topics. The most common concern from neighborhoods is typically traffic-related, providing an opportunity for RPD to discuss area-specific issues. Officers typically spend time talking about the 3-Es of traffic safety (Education, Engineering, and Enforcement)





and how that affects their neighborhood and Richland as a whole. RPD will often bring in neighborhood-specific data obtained from its speed monitoring devices to support the discussion.

**Richland School District Crosswalk Guard Training.** RPD's Traffic Safety Unit spends time at the school districts in the late summer to prepare district employees for crosswalk guard duties. The training includes great conversations with the employees who will provide their real world experiences of traffic violations near schools.

**Hanford Area Outreach.** RPD's Traffic Safety Unit is often called upon to provide traffic safety training for Hanford area companies, such as Hanford Mission Integration Solutions (HMIS) and Pacific Northwest National Laboratory (PNNL). Discussion topics include speeds and aggressive driving on the Bypass Highway/Stevens Drive, safety driving during inclement weather and dark conditions, and the importance of having a safety kit in the vehicle. This is also a great opportunity to talk about schools and the children these employees may encounter on their way to work.

**Radio and Television Media.** RPD conducts numerous TV and radio bits throughout the year to talk about traffic safety. The topics are timely and relevant. For example, in the spring, RPD may cover motorcycle awareness, teens racing, and impaired driving. In the fall and winter, officers will cover inclement weather, tires, speeding, and impairment.

**Social Media.** RPD has a good following in social media. The Department takes advantage of this exposure by sharing relevant traffic safety material, much of which comes from the Washington State Traffic Safety Commission.



## POLICY ASSESSMENT

The City of Richland assessed current policies, plans, guidelines, and standards to identify opportunities to improve how agency processes prioritize transportation. The following is a summary of that assessment and plans to revise or develop new policies, guidelines, or standards in four key areas: Speed Limit Setting, Traffic Calming, Complete Streets, and ADA.

### SPEED LIMIT SETTING

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The City has traditionally used guidance under [WAC 468-95-045](#) to establish speed limits on City Streets as authorized under [RCW 46.61.415](#). City streets that differ from the Basic Rule speed as established in RCW 46.61.400 are listed in the Richland Municipal Code under [Chapter 11.08, Speed Regulations](#).

In 2023, the City solicited consultant support to assess and update the current speed limit policies based on some of the most recent research on the topic, including the following sources and tools:

- FHWA USLMITS2
- NCHRP Report 966: Posted Speed Limit Setting Procedure and Tool
- NACTO City Limits: Setting Safe Speed Limits on Urban Streets

The study will include a revised speed limit policy and a customized tool for implementing the policy on any corridor in Richland.

### TRAFFIC CALMING

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The City of Richland has a limited history in the use of Traffic Calming devices, with approximately 10-12 traffic circles and speed humps deployed throughout the city. Many of those are recent installations in new subdivisions conditioned as a preemptive measure for traffic safety and to mitigate potential citizen concerns.

The City adopted a Neighborhood Traffic Safety (NTS) program in 2023. The City of Richland's NTS program aims to improve neighborhood safety by reducing traffic speeds, reducing cut-through traffic, and mitigate transportation safety issues in existing residential neighborhoods. The NTS program accomplishes this goal by installing traffic calming devices and other safety countermeasures at selected locations based on a quantitative evaluation and available project funding. The NTS program is intended to serve existing residential local and collector streets.



## COMPLETE STREETS

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In the 7 years since the adoption of the City's Complete Streets Policy ([RMC 12.06](#))<sup>13</sup> in 2017, City staff have aggressively pursued bicycle and pedestrian improvements to be included in capital projects, all roadway resurfacing projects, and stand-alone grant or safety-funded projects. In addition, the staff has worked closely with Ben Franklin Transit to help cite bus stops and facilities within and adjacent to the City right-of-way. As the types and scale of active transportation projects have grown along with funding opportunities, the City will consider updates to this policy soon, to incorporate the latest best practices.

## ADA TRANSITION PLAN

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The City of Richland's *ADA Transition Plan for the Public Rights-of-Way*<sup>14</sup> focuses exclusively on the public rights-of-way maintained by the Public Works Department. The plan was adopted by City Council through Resolution No. 2022-27 on February 15, 2022. The plan addresses the following requirements:

- Identifies physical obstacles in the City's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- Describes in detail the methods that will be used to make facilities accessible;
- Specifies the schedule for taking the steps necessary to achieve compliance with this section and identifies steps that will be taken each year; and
- Indicates the official responsible for implementation of the plan.

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<sup>13</sup> <https://www.codepublishing.com/WA/Richland/#!/Richland12/Richland1206.html%2312.06>

<sup>14</sup> <https://cleargov.com/resource/cleargov-prod/projects/documents/f7e43f6797daf93111af.pdf>

## PROGRESS MEASUREMENT AND EVALUATION

It is important to ensure ongoing transparency with stakeholders and the public regarding the progress of projects and strategies in this plan and their effects. The City has developed a method to measure progress over time during the implementation of this Comprehensive Safety Action Plan and future updates, looking at both outputs and outcomes.

### PROJECT PROGRESS: OUTPUTS

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Outputs are the direct projects and strategies implemented as a result of this safety plan. Each is evidence that activities were performed toward the goal of reducing the number and severity of collisions in Richland. Examples can include progress toward completion of:

- Safety projects (new pedestrian crossing upgrades, installation of a new mini-roundabout)
- Policy revisions (speed limit setting, neighborhood traffic calming)

For projects, this progress includes securing federal or state grant funding; completion of plans, specifications, and estimates; and construction of the project on the street. For policy revisions or additions, steps include assessment and analysis of a current policy, draft and final versions of revisions submitted to City Council, and implementation of the new policy that may lead to a safer roadway system. The City will develop and maintain a public Safety Projects and Strategies Progress Dashboard to update current and upcoming safety efforts.

### PROJECT EFFECTIVENESS: OUTCOMES

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Beyond tracking each action and activity, it is important to know how effective those projects, strategies, and policy changes are to the ultimate outcome - improving safety in Richland. The most common outcome measures in traffic safety are the number, type, and severity of roadway collisions.

- The number of people killed and seriously injured
- Rate of fatal and serious injury crashes, often normalized by population or vehicle miles traveled

The City will develop and maintain a publicly accessible Safety Outcomes Dashboard that displays available collision data, including at a minimum the number, type, and severity of crashes occurring in Richland. The City will update this dashboard at least bi-annually, as WSDOT updates and provides information to the City as part of the City Safety Program.

The City will also begin tracking the effectiveness of each project and strategy, using data available based on the type of implementation. For example, before-and-after crash data can be used to study the change in annual collisions at an intersection or along a corridor. For behavior-based strategies, studying the public's awareness of a campaign or their self-identified behavior in a survey can indicate the benefits of outreach and engagement.

## APPENDICES



**APPENDIX A: GRANT PROGRAMS**

**APPENDIX B: COLLISION HEAT MAPS**

**APPENDIX C: PEDESTRIAN CROSSING RANKING MATRIX**

**APPENDIX D: SAFETY COUNTERMEASURES TOOLBOX**

**APPENDIX E: DEFINITIONS**

**APPENDIX F: BENEFIT/COST RATIO SPREADSHEETS**



## APPENDIX A: GRANT PROGRAMS

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Cities may be eligible to submit projects based on this safety analysis to the following grant programs.

**WSDOT City Safety Program.** WSDOT Local Programs sends out a call for projects each even-numbered year. This program's funding is for projects enhancing safety on city streets by reducing the severity of crashes and utilizing transportation engineering improvements and countermeasures. <https://wsdot.wa.gov/LocalPrograms/Traffic/CitySafetyProgram>

**WSDOT Pedestrian and Bicycle Program.** WSDOT Active Transportation Program sends out a call for projects each even-numbered year. The Pedestrian and Bicycle Program objective is to improve the transportation system to enhance safety and mobility for people who choose to walk or bike. <https://wsdot.wa.gov/LocalPrograms/ATP/funding.htm>

**WSDOT Safe Routes to School Program.** WSDOT sends out calls early in even numbered years for project awards in the following biennium. The purpose of the Safe Routes to Schools program is to improve safety and mobility for children by enabling and encouraging them to walk and bicycle to school. Funding from this program is for projects within two-miles of primary, middle, and high schools (K-12). <https://wsdot.wa.gov/LocalPrograms/SafeRoutes/funding.htm>

**Transportation Improvement Board (TIB) Complete Streets.** The Complete Streets Award is a funding opportunity for local governments that have an adopted complete streets ordinance. Board-approved nominators may nominate an agency for planning and building streets to accommodate all users, including pedestrians, access to transit, cyclists, and motorists of all ages and abilities. <http://www.tib.wa.gov/grants/grants.cfm?inav=3#other2>

**Surface Transportation Block Grant (STBG).** Benton-Franklin Council of Governments (BFCG) funds a variety of projects in both urban and rural areas of Benton and Franklin Counties. The flexibility inherent in STBG means that most types of transportation projects. Project sponsors eligible to receive STBG funds include cities, counties, and Ben Franklin Transit. Roadway projects must be located on federal-aid routes. Projects located on rural minor collectors and local roads are ineligible. Eligible safety-related projects include bicycle and pedestrian facilities (including trails), modification of sidewalks to comply with the Americans with Disabilities Act, highway and transit safety projects, hazard eliminations, and railway/highway grade crossings. <https://bfcog.us/wp-content/uploads/2020/01/2020-Call-for-Projects-Guidebook.pdf>





**STBG Set-Aside / Transportation Alternatives Program (TAP).** BFCG will consider all eligible project types equally in this TAP grant process. However, BFCG typically has invested TAP funds in bicycle and pedestrian projects and programs. Eligible projects and activities include:

- Planning, design, and construction of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bike infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
- Planning, design, and construction of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

<https://bfcog.us/wp-content/uploads/2020/01/2020-Call-for-Projects-Guidebook.pdf>

**USDOT Safe Streets and Roads for All (SS4A).** The United States Department of Transportation administers the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years (FY2023-2027). The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. It supports the U.S. Department of Transportation's National Roadway Safety Strategy and the USDOT's goal of zero roadway deaths. SS4A includes two grant types. <https://www.transportation.gov/grants/SS4A>

- **Planning and Demonstration Grants** provide Federal funds to develop, complete, or supplement a comprehensive safety action plan that includes a well-defined strategy to prevent roadway fatalities and serious injuries. It also funds supplemental planning and/or demonstration activities that inform the development of a new or existing Action Plan.
- **Implementation Grants** provide Federal funds to implement projects and strategies identified in an Action Plan to address a roadway safety problem. Projects and strategies can be infrastructure, behavioral, and/or operational activities. Applicants must have an eligible Action Plan to apply for Implementation Grants.

## APPENDIX B: COLLISION HEAT MAPS

Figure B1 illustrates that **Entering at Angle Collisions** occur at most intersections in the city. There are several clusters of collisions of locations where this collision type occurred the most often. Examples include:

- Swift Boulevard and Jadwin Avenue intersection
- Williams Boulevard and Jadwin Avenue intersection
- Duportail Street: Keene Road to Queensgate Drive
- Gage Boulevard from Leslie Road to Keene Road
- North Steptoe Street and Canyon Street

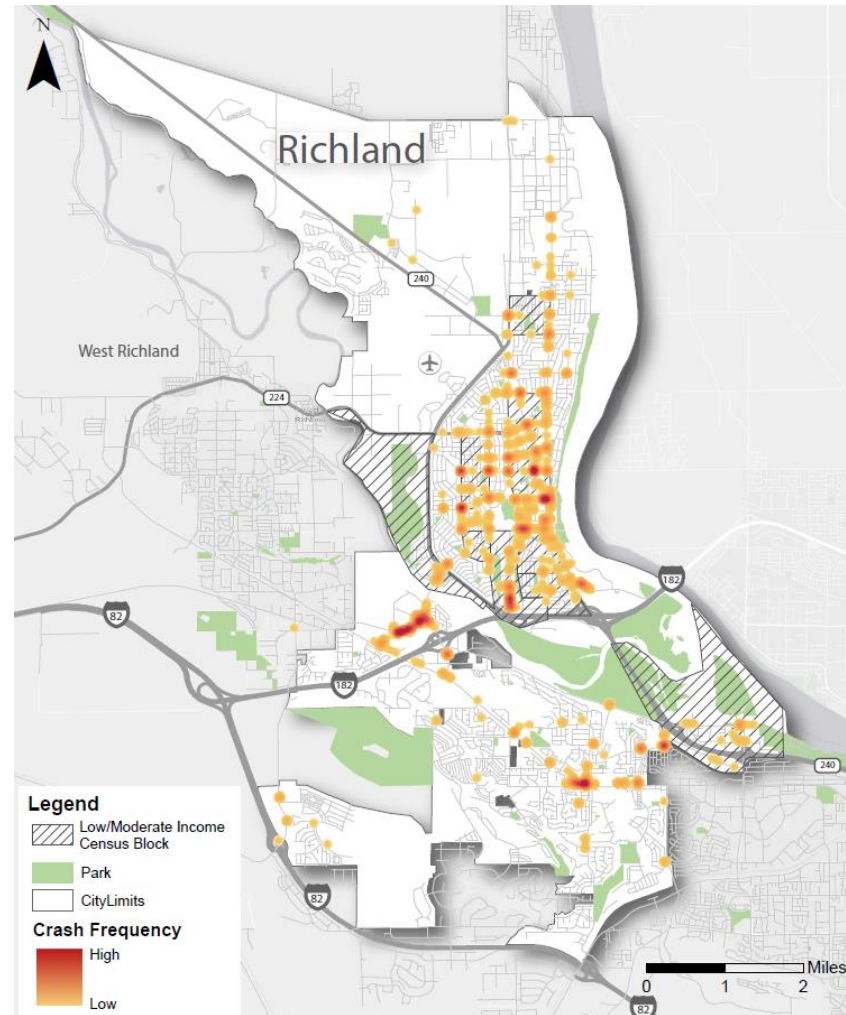


Figure B1. Heat Map of Entering at Angle Collisions at intersections, Richland (2018-2022).

The City of Richland maintains and operates 54 signalized intersections within the city limits.

Figure B2 shows the priority locations with the highest frequency of collisions at signalized intersections in the city.

- Swift Boulevard and Jadwin Avenue
- Swift Boulevard and George Washington Way
- Williams Boulevard and Jadwin Avenue
- Gage Boulevard and Leslie Road
- Keene Road and Duportail Street
- Keene Road and Queensgate Drive
- Queensgate Drive and Duportail Street
- Aaron Drive and Wellsian Way
- Jadwin Avenue and Lee Boulevard
- Saint Street and George Washington Way

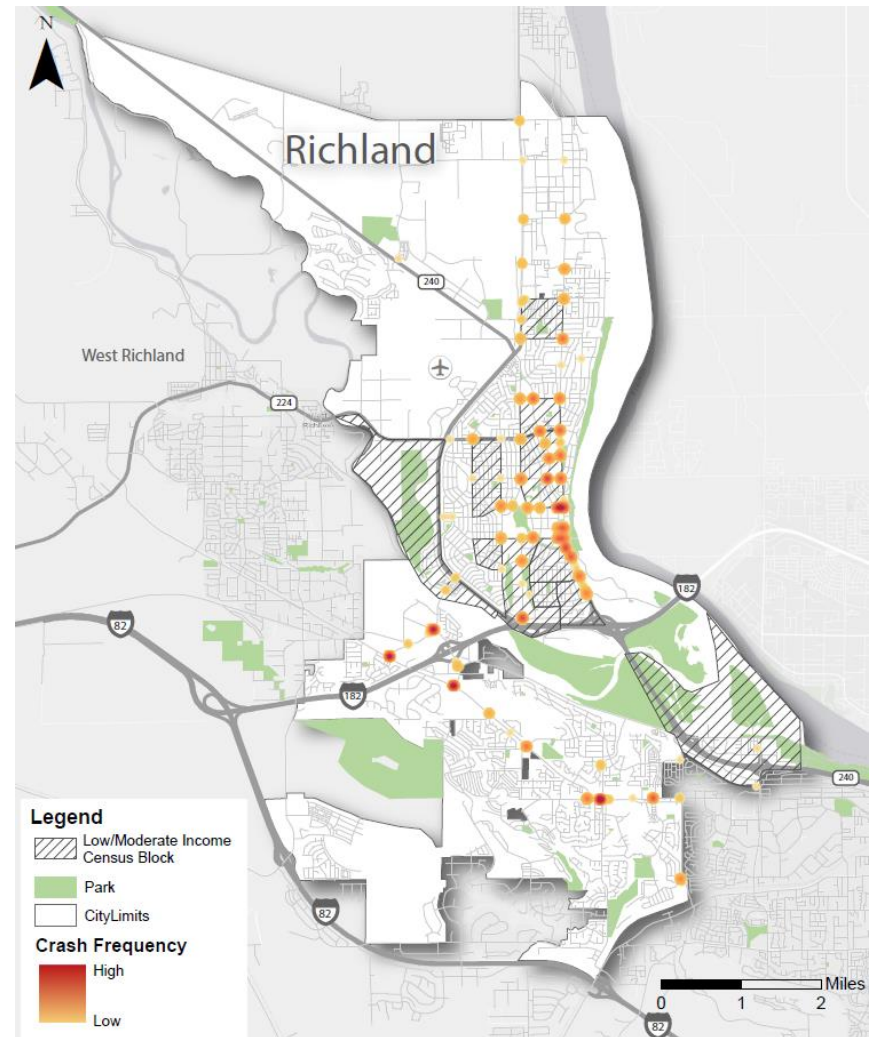


Figure B2. Heat Map of Collisions at Signalized Intersections, Richland(2018-2022).

Figure B3 shows the areas in Richland where roadway departure collisions occurred at the greatest frequency while navigating a curve based on roadway characteristics. Several locations show clusters of roadway departure collisions, including these intersections and segments.

- Jadwin Avenue from George Washington Way to approximately 450' feet west of George Washington Way
- N Steptoe Street and Tapteal Drive intersection
- Queensgate Drive and Columbia Park Trail Roundabout
- Columbia Pt Drive between George Washington Way and Bradley Blvd
- George Washington Way from Gowen Avenue and Hains Avenue
- Stevens Drive and Catskill Street

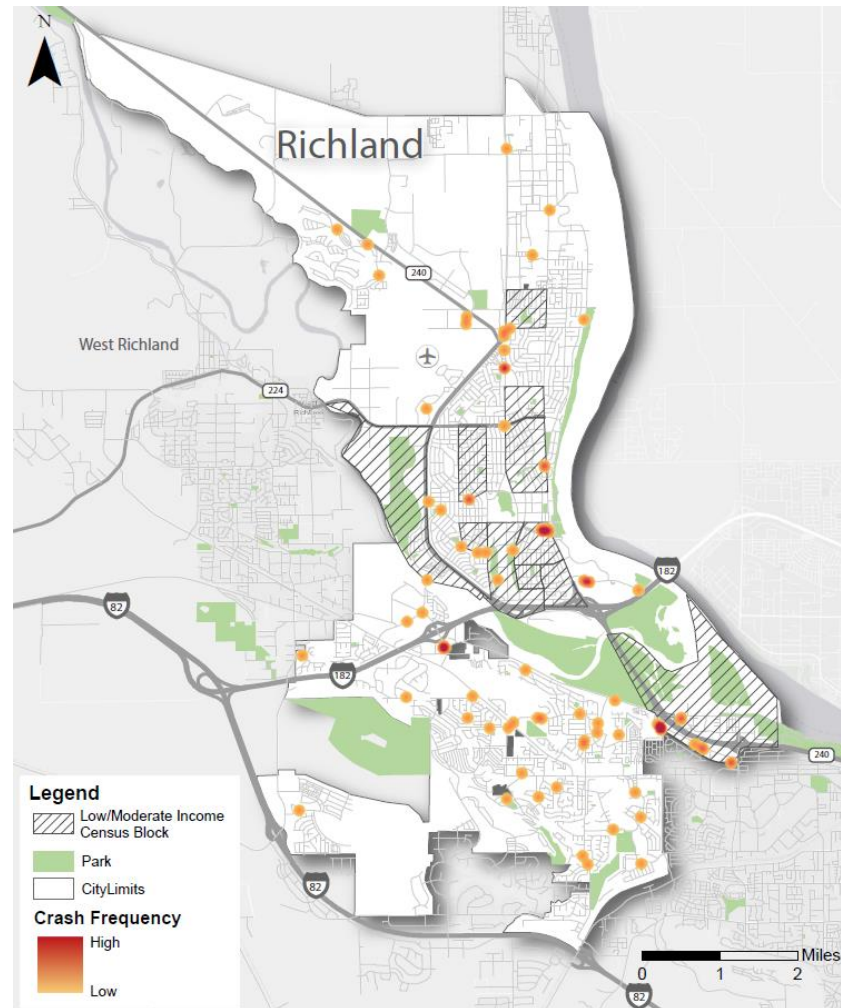


Figure B3. Heat Map of 'Roadway Departure at Curves' Collisions, Richland (2018-2022).



Figure B4 presents the heat map of all the collisions occurring in dark, dusk, or dawn conditions. There was a high concentration of dark crashes at the following intersections and along these corridors, among others.

- Duportail Street from Keene Road and Queensgate Drive
- Queensgate Drive and Keene Road Intersection
- Leslie Road and W Gage Boulevard
- George Washington Way from Colombia Pt Drive to Symons Street
- Gage Boulevard and Bellerive Drive Intersection
- Stevens Drive between Snyder Street and Vantage Highway

The City is completing a street lighting retrofit in 2022 that includes a consistent lighting standard.

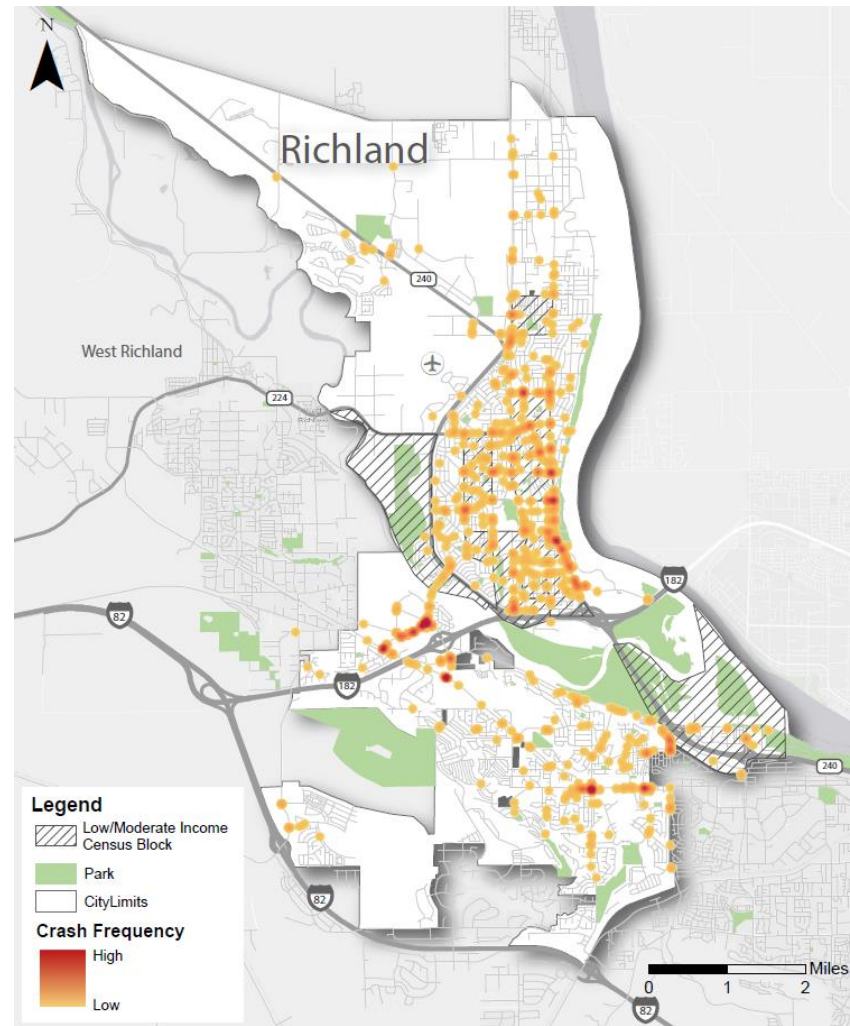
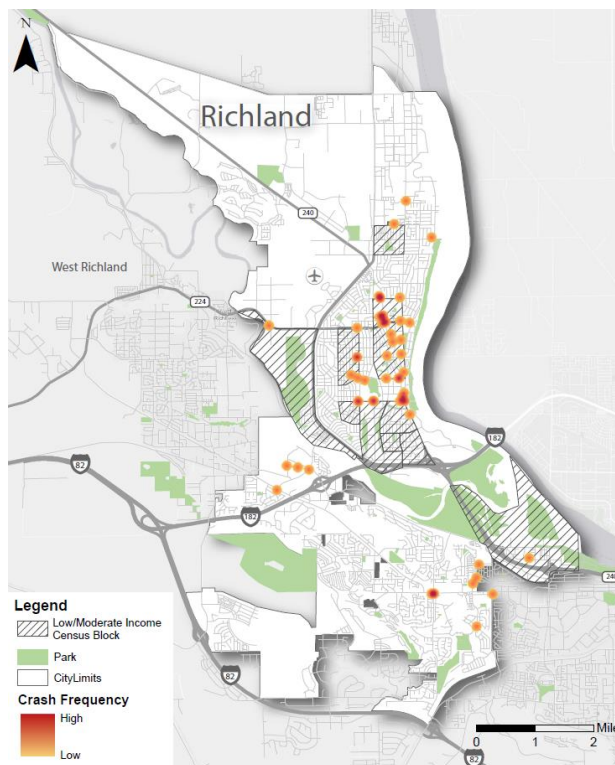


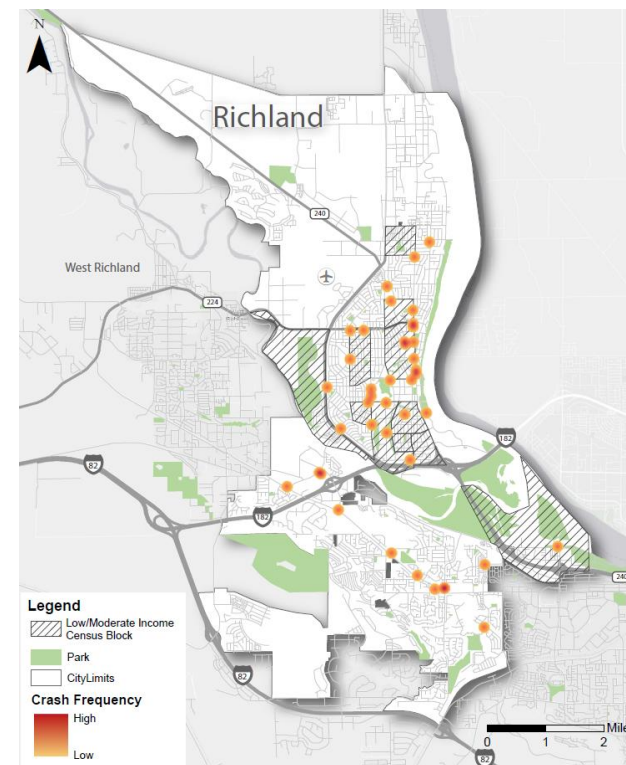
Figure B4. Heat Map of Collisions in Dark, Dusk, or Dawn Conditions, Richland (2018-2022).

There were 54 pedestrian-involved collisions and 41 bicyclist-involved collisions during the study period. Figure B5 displays a heat map of all the pedestrian-involved collisions to help identify areas where they occur most often. Figure B6 displays a heat map of bicyclist-involved collisions for the same purpose. The following locations are a sample of those that experienced the most pedestrian or bicyclist collisions in Richland.

- Gage Boulevard and Leslie Road
- Lee Boulevard and Wellsian Way
- Jadwin Avenue and Swift Boulevard
- Wilson Street and Jadwin Avenue intersection
- Jadwin Avenue and McMurray Street intersection
- George Washington Way: Falley Street to McMurray Street
- Thayer Drive and Lee Boulevard
- Williams Boulevard and Thayer Drive



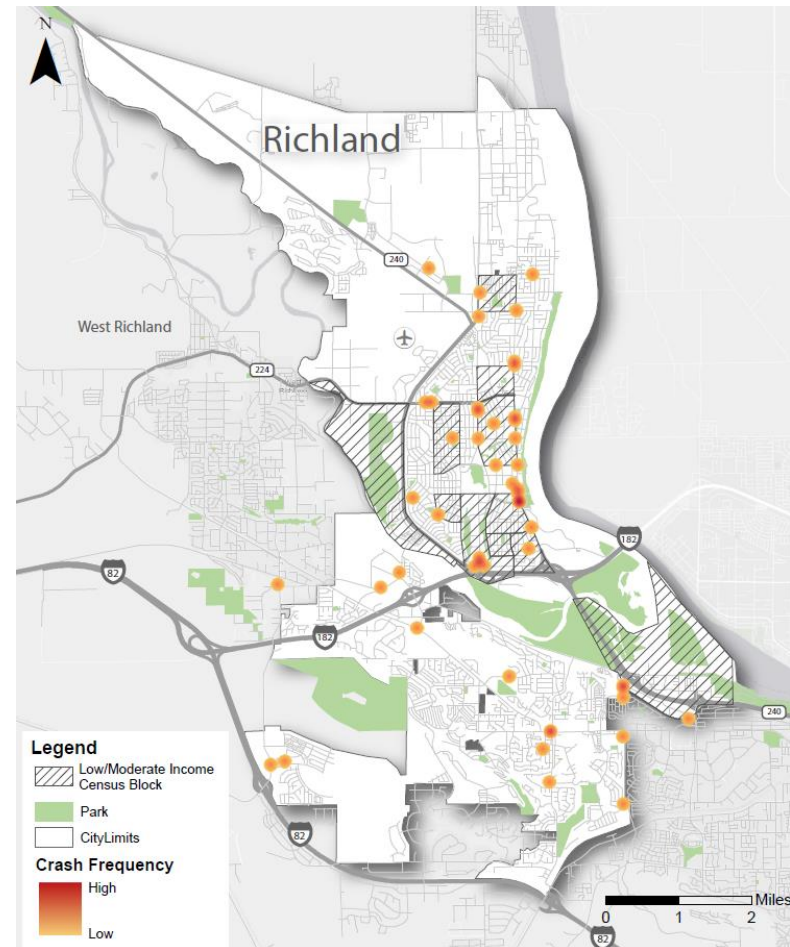
*Figure B5. Heat Map of Collisions Involving Pedestrians, Richland (2018-2022).*



*Figure B6. Heat Map of Collisions Involving Bicyclists, Richland (2018-2022).*

There were 50 motorcyclist-involved collisions during the study period. Figure B7 displays a heat map of all motorcyclist-involved collisions to identify intersections and segments with a high frequency of this attribute. The most common locations for motorcycle-involved crash events were the following:

- Jadwin Avenue and George Washington Way intersection
- George Washington Way: Falley Street to University Drive
- Gage Boulevard and Leslie Road Intersection
- Wellsian Way from Lawless Drive to Aaron Drive
- N Steptoe Street: Canyon Street to Tapteal Drive
- Williams Boulevard to Stevens Drive



*Figure B7. Heat Map of Collisions Involving Motorcyclists, Richland (2018-2022).*

## APPENDIX C: PEDESTRIAN CROSSING RANKING MATRIX

The City has developed a ranking system for pedestrian crossing that incorporates Average Daily Traffic (ADT), posted speed limit, number of lanes, collision history, potential curves or other distractions, and the proximity to destinations: transit stops, paths, schools, or other public facilities. The list below is the current ranking (updated in December 2023).

**Table D1. RRFB Ranking Matrix Developed by the City of Richland (Ped/Bike Crash Data from 2018-2022).**

| RRFB Ranking Matrix                                    |        | ADT    |              |         | Speed |    |     | Lanes |   |    | Ped/Bike Related Crashes | Transit Stops | Low-Moderate Income | Public Facility, Path or School | Curve or Other Distraction | Point Total |
|--------------------------------------------------------|--------|--------|--------------|---------|-------|----|-----|-------|---|----|--------------------------|---------------|---------------------|---------------------------------|----------------------------|-------------|
|                                                        |        | <9,000 | 9,000-15,000 | >15,000 | ≤30   | 35 | ≥40 | 2     | 3 | 4+ |                          |               |                     |                                 |                            |             |
| Location/Weighted Points Scale                         | Status | 0      | 1            | 2       | 0     | 1  | 2   | 0     | 1 | 2  | 3                        | 2             | 1                   | 2                               | 2                          |             |
| George Washington north of Uptown (Torbett)            |        |        |              | X       |       | X  |     |       |   | X  | X                        |               | X                   | X                               |                            | 11          |
| Van Giesen & Birch                                     |        |        | X            |         |       | X  |     |       | X |    | X                        | X             |                     | X                               |                            | 10          |
| Thayer & Lawless                                       |        | X      |              |         | X     |    |     | X     |   |    | X                        |               | X                   | X                               | X                          | 8           |
| Swift & Cottonwood                                     |        |        | X            |         | X     |    |     | X     |   |    | X                        | X             |                     | X                               |                            | 8           |
| Gage & Peachtree                                       |        |        |              | X       | X     |    |     |       |   | X  |                          | X             |                     |                                 | X                          | 8           |
| McMurray & Pike                                        |        | X      |              |         | X     |    |     | X     |   |    | X                        |               | X                   | X                               |                            | 6           |
| Knight at Parkway                                      |        | X      |              |         | X     |    |     | X     |   |    |                          | X             |                     | X                               | X                          | 6           |
| Bellerive at Keene Path Crossing                       |        | X      |              |         | X     |    |     | X     |   |    | X                        |               |                     | X                               |                            | 5           |
| Stevens north of Swift (Hospital)                      |        | X      |              |         | X     |    |     | X     |   |    |                          | X             | X                   | X                               |                            | 5           |
| Leslie & Canyon                                        |        |        | X            |         |       | X  |     |       | X |    |                          |               |                     |                                 | X                          | 5           |
| Queensgate - Btwn Alla Vista and Tuscany (Park Access) |        | X      |              |         | X     |    |     | X     |   |    |                          |               |                     | X                               | X                          | 4           |
| Thayer at Torbett                                      |        | X      |              |         | X     |    |     | X     |   |    |                          | X             | X                   |                                 |                            | 3           |
| Thayer at Symons                                       |        | X      |              |         | X     |    |     | X     |   |    |                          | X             | X                   |                                 |                            | 3           |
| Thayer at Carmichael                                   |        | X      |              |         | X     |    |     | X     |   |    |                          |               | X                   | X                               |                            | 3           |
| Venus at Keene Path Crossing                           |        | X      |              |         | X     |    |     | X     |   |    |                          |               | X                   | X                               |                            | 3           |
| Fowler & Georgia                                       |        | X      |              |         | X     |    |     | X     |   |    |                          |               | X                   | X                               |                            | 3           |
| Knight at Northgate Transit Center                     |        | X      |              |         | X     |    |     | X     |   |    |                          |               |                     | X                               |                            | 2           |
| Lee Crosswalk west of Collum                           |        |        | X            |         | X     |    |     | X     |   |    |                          |               | X                   |                                 |                            | 2           |
| Long by Christ the King                                |        | X      |              |         | X     |    |     | X     |   |    |                          |               |                     | X                               |                            | 2           |



## APPENDIX D: SAFETY COUNTERMEASURES TOOLBOX

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# Countermeasures Toolbox

## Signalized Intersections

### S1. Improve Intersection Lighting

A permanent source of artificial light applied to signalized intersections that have a disproportionate number of night-time crashes and do not currently provide sufficient lighting at the intersection or at its approaches.

#### Benefit-Cost

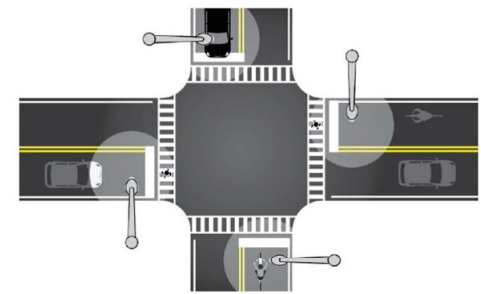
- » Implementation of this treatment reduces nighttime injury crashes by 38% and nighttime pedestrian crashes by 42%. (WSDOT)
- » 20 years of expected life
- » Estimated \$75,000
- » The provision of lighting involves both a fixed cost for lighting installation and an ongoing maintenance and power cost which results in a moderate to high cost.

Sources: CA-Local Roadway Safety Manual, FHWA, WSDOT

EXISTING CONDITION



IMPLEMENTATION



### S2. Improve Signal Hardware (lenses, back-plates, mounting, size, number of heads)

Applicable at signalized intersections with a high frequency of right-angle and rear-end crashes because drivers are unable to see traffic signals sufficiently in advance to safely negotiate the intersection being approached. Examples include increasing the size of indications from 8 in. to 12 in. and adding supplemental heads (e.g., side-mount, near-side mount).

#### Benefit-Cost

- » Implementation of this treatment can reduce crashes by 3-7% (WSDOT).
- » 10 years of expected life
- » Estimated \$40,000 per intersection
- » Cost varies based on size/number of signal heads.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



### S3. Improve Signal Timing (coordination, phasing, clearance intervals)

Effective at locations that have a crash history at multiple signalized intersections. Signalization improvements may include adding phases, lengthening clearance intervals, eliminating or restricting higher-risk movements, and coordinating signals at multiple locations. This treatment addresses all types of crashes that occur on the approaches / influence area of the new signal timing. For projects coordinating signals along a corridor, the crashes related to side-street movements should not be applied.

#### Benefit-Cost

- » Implementation of this treatment reduces all crashes by 16%, and particularly angle crashes by 32% (WSDOT).
- » 10 years of expected life
- » Estimated \$1,000 per intersection
- » Cost variation based on number of signal heads and number of movements.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



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### S4. Install Left-turn Lane and Add Turn Phase

Installed at signalized intersections that have a significant crash problem and the only alternative is to change the nature of the intersection itself. This treatment addresses all type of crashes and the measure can be very effective at intersection with complex geometry and intersection with frequent left-turn movements. A properly timed protected left-turn phase can also help reduce rear-end, broadside, and sideswipe crashes between left-turning vehicles and the through vehicles as well as vehicles behind them. This countermeasure only applies to crashes occurring on the approaches / influence area of the new left turn phases.

#### Benefit-Cost

- » Implementation of this treatment reduces all crashes by 35% and head on crashes by 69% (WSDOT).
- » 20 years of expected life
- » Estimated \$12,000 per intersection
- » If the existing traffic signal only requires a minor modification to allow for a protected left-turn phase, then the cost would also be low (installation is short because no actual construction). In-house signal maintainers can perform this operation once the proper signal phasing is determined so the cost is low.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



## S5. Pavement Marking and RPMs through Intersection

Raised Pavement Markers (RPMs) and pavement marking installed in intersections where the lane designations are not clearly visible to approaching motorists. Can also be applied at intersections noted as being complex and experiencing crashes that could be attributed to a driver's unsuccessful attempt to navigate the intersection.

### Benefit-Cost

- » Implementation of this treatment reduces run off road, opposite direction and night crashes by 21% (WSDOT).
- » 10 years of expected life
- » Estimated \$2,000 per installation

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



## S6. Improve Pavement Friction (High Friction Surface Treatment)

Improvement for signalized Intersections noted as having crashes on wet pavements or under dry conditions when the pavement friction available is significantly less than needed for roadway approach speeds. This treatment is intended to target locations where skidding and failure to stop is determined to be a problem in wet or dry conditions and the target vehicle is unable to stop due to insufficient skid resistance. In addition, treatment also addresses night crashes all other crashes. This treatment does not apply to standard chip-seal or open-graded maintenance projects for long segments of corridors or structure repaving projects intended to fix failed pavement.

### Benefit-Cost

- » Implementation of this treatment reduces crashes by 40% (WSDOT).
- » 10 years of expected life
- » Estimated \$5,000 per intersection for materials and equipment
- » Cost variation based on size of intersection and material (Estimated \$30/sq.yd.).

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



## S7. Add Median Openings to Allow or Restrict Left-turns and U-turns

Install medians to reduce crashes related to turning maneuvers include angle, rear-end, pedestrian, and sideswipe (involving opposing left turns) type crashes. This treatment only applies to crashes occurring in the intersection/influence area of the new directional openings.

### Benefit-Cost

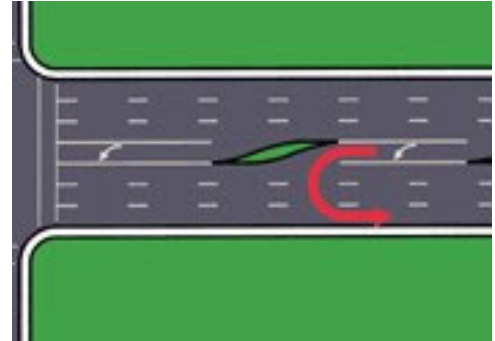
- » Implementation of this treatment reduces crashes by 51% (WSDOT).
- » 20 years of expected life
- » Estimated \$75,000 per installation
- » The cost of this strategy will depend on the treatment.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



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## S8. Install Right-turn Lane

Setting up right-turn lane may be appropriate in situations where there are an unusually high number of rear-end collisions on a single major road approach. The need for right turn lanes should be assessed on an individual approach basis. It is also important to ensure that the right-turn lanes are of sufficient length to allow vehicles to decelerate and “queue up” before turning, ideally without affecting the flow of through traffic. This treatment addresses rear-end crashes. When considering new right-turn lanes, potential impacts to non-motorized user should be considered and mitigated as appropriate.

### Benefit-Cost

- » Implementation of this treatment reduces crashes by up to 8% for all crashes and 17% for fatal/injury crashes (WSDOT).
- » 20 years of expected life
- » Estimated \$300,000 per right turn lane
- » Installing right turn lanes require substantial time for development and construction that can vary the cost.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION





## S9. Install Pedestrian Countdown Signal Heads

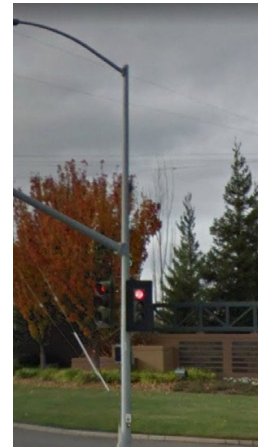
Install at signals that have signalized pedestrian crossing with WALK / DON'T WALK indications and where there have been pedestrian-vehicle crashes. The countermeasure addresses both pedestrian and bicycle collisions. This countermeasure only applies to "Ped & Bike" crashes occurring in the intersection/crossing with the new countdown heads.

### Benefit-Cost

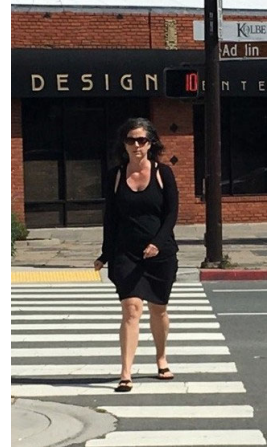
- » Implementation of this treatment reduces pedestrian crashes by 70% (WSDOT).
- » 20 years of expected life
- » Estimated \$1,500 per signal head (does not include push button or pole cost)
- » Costs and time of installation will vary based on the number of intersections included in this strategy and if it requires new signal controllers capable of accommodating the enhancement. This countermeasure can be effectively and efficiently implemented using a systematic approach with numerous locations, resulting in moderate cost projects that are more appropriate to seek state or federal funding.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



## S10. Flashing Yellow Arrow Left Turn Signal

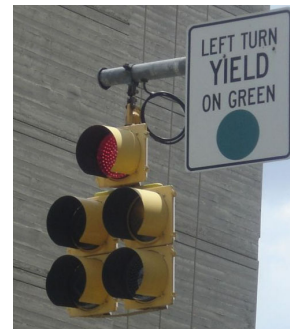
Flashing yellow arrow (FYA) traffic signals feature a flashing yellow arrow in addition to the standard red, yellow, and green arrows. When illuminated, the flashing yellow arrow allows waiting motorists to make a left-hand turn after yielding to oncoming traffic.

A national study demonstrated that drivers found flashing yellow left-turn arrows more understandable than traditional yield-on-green indications (green ball). Flashing yellow arrow treatment at signalized intersections can reduce the likelihood of left-turn crashes during permissive left-turn phasing. They can be used in either permissive-only or protected-permissive left-turn phasing schemes.

### Benefit-Cost

- » Implementation of this treatment reduces left turn crashes by 19% (WSDOT).
- » 10 years of expected life
- » Estimated \$200,000 per intersection (assuming 4 new installations)
- » Depending on the existing signal heads, signal controller, and signal cabinet, this treatment may require a controller replacement, which would increase the cost of installation.

EXISTING CONDITION



IMPLEMENTATION



Sources: FHWA, NACTO, Minnesota DOT

## S11. Leading Pedestrian Interval

A leading pedestrian interval (LPI) gives pedestrians the opportunity to enter the crosswalk at an intersection 3-7 seconds before vehicles are given a green indication. Using this “head start,” pedestrians can better establish their presence in the crosswalk before vehicles have priority to turn right or left.

LPIs provide increased visibility of crossing pedestrians and increased likelihood of motorists yielding to pedestrians. This results in reduced conflicts between vehicles and pedestrians, improving intersection safety. LPI is particularly useful at signalized intersections with a high volume of turning movements.

### Benefit-Cost

- » Implementation of this treatment reduces pedestrian-vehicle crashes by 13-48% (FHWA, WSDOT, City of Seattle).
- » 10-20 years of expected life
- » Estimated \$200-10,000 (based on whether existing controller can accommodate the change)

Sources: FHWA, City of Seattle, WSDOT

### IMPLEMENTATION





# Countermeasures for Non-Signalized Intersections

## NS1. Add Intersection Lighting

Effective at unsignalized intersections that have a disproportionate number of nighttime crashes and do not currently have lighting. This treatment improves the safety of the intersection during nighttime by making drivers more aware of the surroundings at the intersection, enhancing driver's available sight distances and improving the visibility of non-motorists. This countermeasure only applies to nightcrashes (all types) occurring within limits of the proposed roadway lighting 'engineered' area.

### Benefit-Cost

- » Implementation of this treatment reduces nighttime injury crashes by 38% and nighttime pedestrian crashes by 42% (WSDOT).
- » 20 years of expected life
- » Estimated \$8,000 per intersection
- » Cost variation based on cost for lighting installation and an ongoing maintenance and power cost.

EXISTING CONDITION



IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

## NS2. Convert to All-way Stop Control

Applicable at unsignalized intersection locations (currently with two-way stop control or two-way yield control) with a crash history and have no controls on the major roadway approaches. The all-way stop control is suitable only at intersections with moderate and relatively balanced volume levels on the intersection approaches. This treatment addresses to all type of crashes and only applies to crashes occurring in the intersection and /or influence area of the new control. All-way stop warrant should be considered.

### Benefit-Cost

- » Implementation of this treatment reduces crashes by 18-75% (ODOT).
- » 10 years of expected life.
- » Estimated \$5,000 per intersection.
- » Cost variation based on numbers of locations.

EXISTING CONDITION



IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

### NS3. Install Roundabout

Effective at intersections that have a high frequency of right-angle and left-turn type crashes, primarily at unsignalized intersections with moderate-volumes. This countermeasure only applies to crashes occurring in the intersection and/or influence area of the new control and is not eligible for use at existing all-way stop intersections.

#### Benefit-Cost

- » Implementation of this treatment at 2-way stop controlled intersection reduces crashes by 25% and fatal/injury crashes by 35% (WSDOT).
- » 20 years of expected life.
- » Estimated \$750,000 per intersection.
- » Cost variation based on the environmental process, right-of-way acquisition and implementation under an agency's long-term capital improvement program.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



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### NS4. Implement Unsignalized Intersection Signing and Marking Improvements

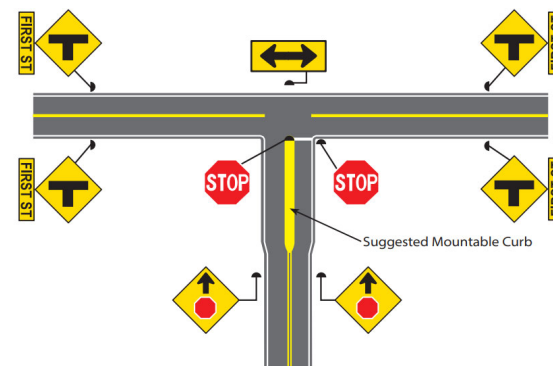
Target unsignalized intersections with patterns of rear-end, right-angle, or turning collisions related to lack of driver awareness of the presence of the intersection. The set of low-cost countermeasures is designed to increase drivers' alertness to the presence of the intersection and reduce potential conflicts with other entering vehicles. These treatments can include advanced intersection warning signs, oversized signs, doubled-up signs, stop ahead signs or painted on side street to supplement STOP sign.

#### Benefit-Cost

- » Implementation of this treatment reduces crashes by 25% (WSDOT).
- » 10 years of expected life.
- » Estimated \$700 per intersection.
- » Cost variation based on the number of signs.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



## NS5. Install Transverse Rumble Strips

Transverse rumble strips are installed in the travel lane for providing an auditory and tactile sensation for each motorist approaching the intersection. They can be used at any stop or yield approach intersection, often in combination with advance signing to warn of the intersection ahead. This countermeasure applies to all crashes occurring on the approach / influence area of the new rumble strips.

### Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 6% and fatal/injury crashes by 7% (WSDOT).
- » 10 years of expected life.
- » Estimated \$5,000 per intersection.
- » Cost variation based on the length of the rumble strips.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



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## NS6. Install Raised Median

Used at Intersections noted as having turning movement crashes near the intersection as a result of insufficient access control. Application of this countermeasure should be based on current crash data and a clearly defined need to restrict or accommodate the movement. Angle crashes are addressed through this countermeasure. When agencies opt to install landscaping in conjunction with new raised medians, these locations must be excluded from their federally funded HSIP application scope. This countermeasure only applies to crashes occurring on the approaches / influence area of the new raised median.

### Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 39% and fatal/injury crashes by 44% (WSDOT).
- » 20 years of expected life.
- » Estimated \$200,000+ (depends on length, right-of-way, and surface treatment).
- » Cost variation based on the size of the new median.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION





## NS7. Install Right-turn Lane

Applicable when many collisions at unsignalized intersections are related to right-turn maneuvers. This countermeasure provides exclusive right-turn lanes, particularly on high-volume and high-speed major-road approaches to minimizing the collisions and applies to crashes occurring on the approaches / influence area of the new right-turn lanes.

### Benefit-Cost

- » Implementation of this treatment reduces all crashes by up to 8% and fatal/injury crashes by 17% (WSDOT).
- » 20 years of expected life.
- » Estimated \$200,000 per intersection.
- » Cost variation based on how wide the new right turn lane.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



## NS8. Install Enhanced Pedestrian Crossing with

### Advanced Features

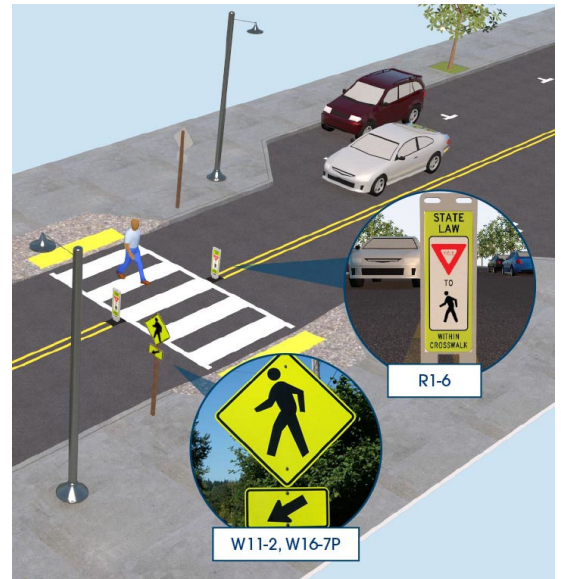
Applicable at non-signalized intersections without a marked crossing, where pedestrians are known to cross, that involve significant vehicular traffic. They are important at school crossings and intersections with right and/or left turns pockets. Rectangular rapid flashing beacons (RRFBs), overhead flashing beacons, curb extensions, advanced stop or yield lines and other safety features should be added to complement the standard crossing elements. This countermeasure reduced pedestrian crashes occurring in the crossing (influence area) with the new enhanced safety features.

### Benefit-Cost:

- » Implementation of this treatment reduces pedestrian crashes by 40% (WSDOT).
- » 20 years of expected life
- » Estimated \$ 50,000 per intersection
- » Cost variation based on the length of the pedestrian crossing and the amount of safety signs.

Sources: CA-Local Roadway Safety Manual

IMPLEMENTATION



## NS9. Install Pedestrian Crossing (signs and markings only)

Applicable when many collisions at unsignalized intersections are related to left-turn maneuvers. This countermeasure provides exclusive left-turn lanes, particularly on high-volume and high-speed major-road approaches to minimizing the collisions. This countermeasure applies to crashes occurring on the approaches /influence area of the new left- turn lanes, but is not eligible for use at existing all-way stop intersections.

### Benefit-Cost

- » Implementation of this treatment reduces pedestrian crashes by 40% (WSDOT).
- » 20 years of expected life
- » Estimated \$200,000 per intersection
- » Cost variation based on how wide the new left lane.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



# Countermeasures for Roadway Segments

## R1. Add Segment Lighting

Applied to night-time crashes. In particular, patterns of rear-end, right-angle, turning or roadway departure collisions on the roadways may indicate that night-time drivers can be unaware of the roadway characteristics. This treatment addresses only to all night type crashes.

### Benefit-Cost

- » Implementation of this treatment reduces injury crashes by 28% (HSM).
- » 20 years of estimated life
- » Estimated \$8,000 per installation
- » Cost variation depending if lighting connected to signal box.

Sources: CA-Local Roadway Safety Manual, Highway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



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## R2. Remove or Relocate Fixed Objects

Applicable to known locations or roadway segments prone to collisions with fixed objects such as utility poles, drainage structures, trees, and other fixed objects, such as the outside of a curve, end of lane drops, and in traffic islands. This treatment addresses fixed object crashes that occur within the current clear zone.

### Benefit-Cost

- » Implementation on this treatment reduces run off road crashes by 38% (WSDOT).
- » 20 years of expected life
- » Varies. Up to estimated \$50,000 per deployment
- » Costs will generally be low, assuming that in most cases the objects to be removed are within the right-of-way.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



### R3. Install Guardrail

Guardrail is installed to reduce the severity of lane departure crashes. This treatment addresses fixed object and run-off road crashes. Its value in reducing collisions should only be applied to locations where past crash data or engineering judgement suggests the guardrail may result in a few or less severe crashes because the guardrail itself is a fixed object.

#### Benefit-Cost

- » Implementation on this treatment reduces run off road crashes by 7-34% (ODOT).
- » 20 years of expected life
- » Estimated \$50,000 per installation

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION



### R4. Install Roadside Impact Attenuators

Impact attenuators are typically used to shield rigid roadside objects such as concrete barrier ends, steel guardrail ends and bridge pillars from oncoming automobiles. This treatment addresses fixed object and run-off road that occur with the limits of the new attenuators. This countermeasure and corresponding collision reduction benefits should only be applied to locations where past crash data or engineering judgement applied to existing conditions suggests the upgraded attenuators may result in a few or less severe crashes.

#### Benefit-Cost

- » Implementation of this treatment reduces crashes by 25%.
- » 10 years of expected life
- » Estimated \$5,000 for steel railing, \$2,500 for traffic barrels
- » Costs depending on the scope of the project, type(s) used, and associated ongoing maintenance costs.

Sources: CA-Local Roadway Safety Manual

EXISTING CONDITION



IMPLEMENTATION





## R5. Add 2 ft Paved Shoulder

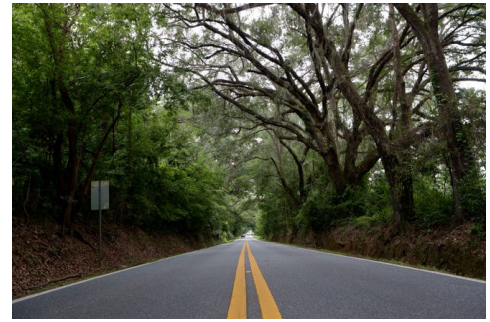
Installed in roadways that have a frequent incidence of vehicles leaving the travel lane resulting in an unsuccessful attempt to reenter the roadway. The probability of a safe recovery is increased if an errant vehicle is provided with an increased paved area in which to initiate such a recovery. This type of countermeasure addresses Fixed object, Run-off Road, and Sideswipe collisions.

### Benefit-Cost

- » Implementation on this treatment reduces crashes by 5-13% (ODOT).
- » 20 years of expected life.
- » Estimated \$150,000 (cost depends on need for right-of-way or if roadside modification is needed).
- » Shoulder widening costs would depend on whether new right-of-way is required and whether extensive roadside modification is needed. Since shoulder widening can be a relatively expensive treatment, one of the keys to creating a cost-effective project with at least a medium B/C ratio is targeting higher-hazard roadways.

Sources: CA-Local Roadway Safety Manual

### EXISTING CONDITION



### IMPLEMENTATION



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## R6. Add Unpaved Shoulder

Appropriate to roadways with a frequent incidence of vehicles leaving the travel lane resulting in an unsuccessful attempt to reenter the roadway. This countermeasure addressed all types of crashes. Unless shoulder widening requires additional right-of-way and environmental impacts, these treatments can be implemented in a relatively short timeframe. This countermeasure only applies to crashes occurring within the limits of the new shoulder.

### Benefit-Cost

- » Implementation on this treatment reduces crashes by 3-6% (ODOT).
- » 20 years of expected life
- » Estimated \$50,000 (varies)
- » The cost of adding a navigable non-paved shoulder would depend whether extensive roadside modification and shoulder stabilization are required.

Sources: CA-Local Roadway Safety Manual

### IMPLEMENTATION



## R7. Install Chevron Signs on Horizontal Curves

Set up on roadways that have an unacceptable level of crashes on relatively sharp curves during periods of light and darkness. Ideally this type of safety countermeasure would be combined with other sign evaluations and upgrades (install warning signs, delineators, markers, beacons, and relocation of existing signs per MUTCD standards). This treatment can address all types of crashes; but, specifically, run-offroad crashes occurring near curves. This treatment only applies to crashes occurring within the influence area of the new signs (i.e. only through the curve).

### Benefit-Cost:

- » Implementation of this treatment reduces crashes by 64% (WSDOT).
- » 10 years of expected life.
- » Estimated \$1,000 per curve
- » Costs for implementing this strategy are nominal and depend on the number of signs. When considered at a single location, these low-cost improvements are usually funded through local funding by local maintenance crews. However, this treatment can be effectively and efficiently implemented using a systematic approach with numerous locations, resulting in moderate cost projects that are more appropriate to seek state or federal funding.

Sources: CA-Local Roadway Safety Manual

### IMPLEMENTATION



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## R8. Add Speed Feedback Signs

This type of treatment addresses all crashes caused by motorist traveling too fast, including horizontal curves. Before choosing this treatment, the agency needs to confirm the ability to provide power to the site (solar may be an option).

### Benefit-Cost

- » Implementation on this treatment reduces crashes by 46% (WSDOT).
- » 10 years of expected life
- » Estimated \$20,000-100,000
- » Cost varies by type of implementation.

Sources: CA-Local Roadway Safety Manual

### IMPLEMENTATION



## R9. Install Edge Line and Centerline Pavement Marking

Applicable on any road with a history of run-off-road right, head-on, opposite-direction-sideswipe, or run-off-road-left crashes is a candidate for this treatment. This treatment addresses all types, specifically impacts head-on and run-off road crashes. It only applies to crashes occurring within the limits of the new centerlines and/or edge lines. The treatment is not intended to be used for general maintenance activities (i.e. the replacement of existing striping) and must include upgraded safety features over the existing striping. For two lane roadways allowing passing, a striping audit must be done to ensure the passing limits meeting the MUTCD standards. Both the centerline and edge lines are expected to be upgraded.

### Benefit-Cost

- » Implementation on this treatment reduces run off road, opposite direction and nighttime crashes by 21% (WSDOT).
- » 10 years of expected life
- » Estimated \$4,000 (depends on number and length of segment, as well as striping material)
- » Costs for implementing this strategy are nominal and depend on the number and length of segment as well as the striping material (paint, thermoplastic, etc.). This countermeasure can be effectively implemented using a systemic approach with numerous and long locations.

Sources: CA-Local Roadway Safety Manual

### IMPLEMENTATION



## R10. Install No Passing Zone

Installed on roadways that have a high percentage of head-on crashes suggesting that many head-on crashes may relate to failed passing maneuvers. No Passing Zones should be installed where drivers' "passing sight distance" is not available due to horizontal or vertical obstructions. This treatment addresses all types of crashes that occur when drivers cannot differentiate the centerline markings between passing and no-passing area. This treatment only applies to crashes occurring within the limits of the new or extended no-passing zones.

### Benefit-Cost

- » Implementation of this treatment reduces crashes by 45%.
- » 10 years of expected life
- » Estimated \$2,000 (varies)
- » When considered at a single location, these low cost improvements are usually funded through local funding by local maintenance crews. However, This treatment can be effectively and efficiently implemented using a systematic approach with numerous and long locations, resulting in low to moderate cost projects that are more appropriate to seek state or federal funding.

### IMPLEMENTATION



## R11. Install Centerline Rumble Strips/Stripes

Center Line rumble strips/stripes should be used on segments with a history of head-on crashes. This treatment addresses head-on and opposite-direction side-swipe crashes by alerting drivers who travel into the oncoming travel lane.

### Benefit-Cost

- » Implementation of this treatment reduces crashes by 20%.
- » 10 years of expected life
- » Estimated \$3,000 per mile
- » Costs for implementing this strategy are nominal and depend on the number and length of locations.

### IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

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## R12. Install Edge Line Rumble Strips/Stripes

Shoulder and edge line milled rumble strips/stripes should be used on roads with a history of roadway departure crashes. This treatment addresses run-off road crashes by providing an auditory and tactile warning when driven on, alerting drivers drifting outside their travel lanes.

### Benefit-Cost

- » Implementation of this treatment reduces opposite direction crashes by 40% and fatal/injury crashes by 8%.
- » 10 years of expected life
- » Estimated \$3,000 per mile
- » Costs for implementing this strategy are nominal and depend on the number and length of locations.

### IMPLEMENTATION



Sources: CA-Local Roadway Safety Manual

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## R13. Rail Crossing Treatments

**Four Quadrant Gates** extend across all roadway lanes on both the approach and the departure side of the crossing. Unlike two-quadrant gate systems, four-quadrant gates provide additional visual constraints and inhibit most traffic movements over the crossing after the gates have been lowered. Safe guards are put in place to ensure vehicles are not trapped on the tracks.

**Wayside Horns** can be used as an adjunct to train-activated crossing warning systems to provide audible warning of an approaching train for traffic on each approach to the highway-rail crossing. A wayside horn system consists of a horn or series of horns located at a public highway-rail crossing and directed at oncoming motorists. The wayside horn system simulates a train horn and sounds at a minimum of 15 seconds prior to the train's arrival at the highway-rail crossing, until the lead locomotive has traversed the crossing. It is typically used at locations where the train horn is not sounded.

### Benefit-Cost

- » Quantified benefits unknown.
- » 10 Years of expected life
- » Estimated \$700,000 for four quadrant gate system
- » Estimated \$500,000 for wayside horn system

Sources: FHWA, FRA

### IMPLEMENTATION



Four Quadrant Gate



Wayside Horn

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## R14. No Passing Zone Signs

A No Passing Zone, indicated by a solid yellow line on the left side of the driver's direction of travel, indicates a zone through which sight distance is restricted or where other conditions make overtaking and passing inappropriate. No Passing Zones are regulatory and legally enforceable.

In situations where head-on collision history is observed, a NO PASSING ZONE pennant can provide additional information to drivers at the beginning of the No Passing Zone, discouraging passing maneuvers. The NO PASSING ZONE sign is installed on the left side of the roadway.

Additionally, DO NOT PASS signs can be added as a supplement to No Passing Zone pavement markings to emphasize the restriction on passing. It can be installed at the beginning of, and at intervals within, the No Passing Zone.

### Benefit-Cost

- » Quantified benefits unknown.
- » 10 Years of expected life
- » Estimated \$200 per sign

Sources: FHWA

### IMPLEMENTATION





## Figure Links

S1a <https://www.aaroads.com/california/ca-238.html> S1b <https://www.aaroads.com/california/ca-262.html>  
S2a <https://safety.fhwa.dot.gov/provencountermeasures/lighting.cfm>  
S2b <http://wishstv.com/2016/02/16/new-traffic-signals-aim-to-reduce-crashes/>  
S3a <http://www.k-state.edu/roundabouts/ada/news/USNews.htm>  
S3b <https://parade.com/19072/marilynvossavant/what-would-traffic-light-synchronization-cost/>  
S4a <https://www.fhwa.dot.gov/publications/research/safety/09036/index.cfm>  
S4b <http://www.madriverunion.com/samoa-boulevard-traffic-light-system-changed-up/>  
S5a <https://dohanews.co/qatars-civil-defense-junction-is-now-a-proper-intersection/>  
S5b <http://www.gulf-times.com/story/461946/Ashghal-opens-signal-controlled-intersection-on-New-Rayyan-Road>  
S6a <http://www.cochraneagle.com/article/Cochrane-families-celebrate-cultural-diversity-20170803>  
S6b [https://rspcb.safety.fhwa.dot.gov/noteworthy/html/edccasestudy\\_ky.aspx](https://rspcb.safety.fhwa.dot.gov/noteworthy/html/edccasestudy_ky.aspx)  
S7a <https://bouldercolorado.gov/transportation/median-maintenance>  
S7b Unknown  
S8a Google Streetview  
S8b <https://nacto.org/publication/urban-bikeway-design-guide/intersection-treatments/through-bike-lanes/>  
S9a Google Streetview  
S9b Google Streetview  
S10 <https://www.sacbee.com/news/local/article239121918.html>  
S11 [https://safety.fhwa.dot.gov/provencountermeasures/lead\\_ped\\_int.cfm](https://safety.fhwa.dot.gov/provencountermeasures/lead_ped_int.cfm)

NS1a Google Streetview  
NS1b Google Streetview  
NS2a Google Streetview  
NS2b <http://www.ite.org/uiig/types.asp>  
NS3a <https://www.flickr.com/photos/repowers/2933707788/>  
NS3b Google Streetview  
NS4a <https://alchemistsdiary.wordpress.com/2017/07/22/>  
NS4b [https://safety.fhwa.dot.gov/intersection/other\\_topics/fhwasa09020/fhwasa09020.pdf](https://safety.fhwa.dot.gov/intersection/other_topics/fhwasa09020/fhwasa09020.pdf)  
NS5a [http://www.cleveland.com/berea/index.ssf/2012/11/berea\\_changes\\_stop\\_sign\\_parkin.html](http://www.cleveland.com/berea/index.ssf/2012/11/berea_changes_stop_sign_parkin.html)  
NS5b <https://radiobintangsembilan.com/2016/03/07/hindari-kecelakaan-anak-sekolah-warga-minta-garis-kejut/>  
NS6a <http://www.jurist.org/hotline/2014/03/zachary-heiden-maine-panhandling.php>  
NS6b [https://www.edmonton.ca/transportation/on\\_your\\_streets/neighbourhood-traffic-concerns.aspx](https://www.edmonton.ca/transportation/on_your_streets/neighbourhood-traffic-concerns.aspx)  
NS7a Google Streetview  
NS7b <https://ux.stackexchange.com/questions/42867/how-does-the-projection-angle-of-road-arrows-change-drivers-expectations-of-the>  
NS8a [https://en.wikipedia.org/wiki/Uncontrolled\\_intersection](https://en.wikipedia.org/wiki/Uncontrolled_intersection)  
NS8b <https://safety.fhwa.dot.gov/provencountermeasures/crosswalk-visibility.cfm>  
NS9a Google Streetview  
NS9b <https://nacto.org/publication/urban-bikeway-design-guide/bicycle-boulevards/major-street-crossing/>

R1a <https://www.shutterstock.com/nb/video/clip-9830723-4k-driving-car-on-highway-roadway-night>  
R1b <https://www.wsdot.wa.gov/research/reports/fullreports/847.1.pdf>  
R2a Google Streetview  
R2b Google Streetview  
R3a Google Streetview  
R3b [https://www.reddit.com/r/funny/comments/4zcplq/a\\_local\\_plumbers\\_truck\\_decal/](https://www.reddit.com/r/funny/comments/4zcplq/a_local_plumbers_truck_decal/)  
R4a Unknown  
R4b <http://lslee.com/attenuators/Impact-Attenuators>  
R5a Unknown  
R5b [https://safety.fhwa.dot.gov/ped\\_bike/tools\\_solve/fhwasa11018/](https://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwasa11018/)  
R6b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>

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R7b [https://safety.fhwa.dot.gov/provencountermeasures/enhanced\\_delineation.cfm](https://safety.fhwa.dot.gov/provencountermeasures/enhanced_delineation.cfm)  
R8b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>  
R9b <https://www.fhwa.dot.gov/publications/research/safety/15030/009.cfm>  
R10b <https://www.shutterstock.com/nb/search/double+yellow+lines>  
R11b [https://safety.fhwa.dot.gov/roadway\\_dept/pavement/rumble\\_strips/bike\\_ig/](https://safety.fhwa.dot.gov/roadway_dept/pavement/rumble_strips/bike_ig/)  
R12b [https://safety.fhwa.dot.gov/roadway\\_dept/pavement/rumble\\_strips/bike\\_ig/](https://safety.fhwa.dot.gov/roadway_dept/pavement/rumble_strips/bike_ig/)  
R13a [https://cms.cityoftacoma.org/PublicWorks/RR\\_Crossing/Dome\\_OldTown/Option4\\_S\\_C\\_St\\_Poster\\_1of2.pdf](https://cms.cityoftacoma.org/PublicWorks/RR_Crossing/Dome_OldTown/Option4_S_C_St_Poster_1of2.pdf)  
R13b [https://safety.fhwa.dot.gov/hsip/xings/com\\_roaduser/fhwasa18040/](https://safety.fhwa.dot.gov/hsip/xings/com_roaduser/fhwasa18040/)  
R14a [https://safety.fhwa.dot.gov/older\\_users/fhwasa15088/ch4.cfm](https://safety.fhwa.dot.gov/older_users/fhwasa15088/ch4.cfm)  
R14b <https://driving-tests.org/road-signs/do-not-pass-sign/>

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## APPENDIX E: DEFINITIONS

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Intersection Related Crashes | This includes crashes that reported a junction relationship of “At Driveway within Major Intersection”, “At Intersection and Not Related”, “At Intersection and Related”, “At Roundabout but not Related”, “Circulating Roundabout”, “Entering Roundabout”, “Exiting Roundabout”, “Intersection Related but Not at Intersection”, “Roundabout Related but not at Roundabout” and “Traffic Calming Circle”.                                                                                                                                                                                                                                                                                                                                       |
| Signalized Intersection      | This includes intersection related crashes that reported a traffic control of “Signals” for at least one vehicle involved. This does not include any crashes that overlap with Unsignalized Intersections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Unsignalized Intersection    | This includes intersection related crashes that reported no traffic control of “Signals” for any vehicle involved. This does not include any crashes that overlap with Signalized Intersections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Lane Departure               | <p>Lane departure crashes involve a vehicle unintentionally leaving its lane of travel. It is based on the WSDOT Target Zero Flag that includes crashes of indicator:</p> <ul style="list-style-type: none"> <li>• Boulder (stationary)</li> <li>• Bridge Rail - Face</li> <li>• Building</li> <li>• Concrete Barrier/Jersey Barrier - Face</li> <li>• Earth Bank or Ledge</li> <li>• Fence</li> <li>• Fire Hydrant</li> <li>• Garbage / Recycle Containers (Out for PU)</li> <li>• Guardrail - Face</li> <li>• Guardrail - Leading End</li> <li>• Guardrail - Through, Over or Under</li> <li>• Linear Curb</li> <li>• Mailbox</li> <li>• Metal Sign Post</li> <li>• Other Objects</li> <li>• Over Embankment - No Guardrail Present</li> </ul> |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                             | <ul style="list-style-type: none"> <li>• Retaining Wall (concrete, rock, brick, etc.)</li> <li>• Roadway Ditch</li> <li>• Signal Pole</li> <li>• Snow Bank</li> <li>• Street Light Pole or Base</li> <li>• Traffic Island</li> <li>• Trailer Parked (Legally or Not)</li> <li>• Tree or Stump (stationary)</li> <li>• Utility Box</li> <li>• Utility Pole</li> <li>• Vehicle overturned</li> <li>• Wood Sign Post</li> </ul> |
| Roadway Departure at Curves | <p>This flag was created to identify roadway departure crashes that occurred along a curve. This includes all the crashes that were classified as “Lane Departure” and also reported the following roadway characteristic:</p> <ul style="list-style-type: none"> <li>• Curve &amp; Grade</li> <li>• Curve &amp; level</li> <li>• Curve &amp; Hillcrest</li> <li>• Curve in Sag</li> </ul>                                   |
| Distracted Driver           | <p>Based on WSDOT Target Zero Flags, this includes crashes that are reported:</p> <ul style="list-style-type: none"> <li>• Inattention</li> <li>• Unknown Distraction</li> <li>• Disregard Stop and Go Light</li> <li>• Other Driver Distractions Inside Vehicle</li> <li>• Distractions Outside Vehicle</li> <li>• None</li> <li>• Improper Turn/Merge</li> <li>• Under Influence of Alcohol</li> </ul>                     |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Driver Interacting with Passengers, Anim</li> <li>• Operating Other Electronic Devices (comp</li> <li>• Operating Handheld Cell Phone</li> <li>• Eating or Drinking</li> <li>• Other Contributing Circ Not Listed</li> <li>• Did Not Grant R/W to Non Motorist</li> <li>• Other Distractions</li> <li>• Distracted by Other Occupant</li> <li>• Distracted by Adjusting Vehicle Cntrl</li> <li>• Did Not Grant RW to Vehicle</li> <li>• Lost in Thought / Day Dreaming</li> <li>• Operating Hands-Free Cell Phone</li> <li>• Exceeding Stated Speed Limit</li> <li>• Exceeding Reas. Safe Speed</li> <li>• Disregard Yield Sign - Flashing Yellow</li> <li>• Driver Adjusting Audio or Entertainment</li> <li>• Operating Defective Equipment</li> <li>• Follow Too Closely</li> <li>• Improper U-Turn</li> <li>• Under Influence of Drugs</li> <li>• Apparently Fatigued</li> <li>• Smoking</li> <li>• Apparently Asleep or Fatigued</li> </ul> |
|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## APPENDIX F: BENEFIT/COST RATIO SPREADSHEETS

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## WSDOT Safety Program Benefit/Cost Worksheet

### For Crash Reduction

|                                                                       |                                                                                                                             |                                                       |              |                         |             |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------|-------------------------|-------------|
| <b>Project name:</b>                                                  | Systemic Stop Controlled Intersections: Tier 1                                                                              |                                                       |              |                         |             |
| <b>Application year:</b>                                              | 2024                                                                                                                        |                                                       |              |                         |             |
| <b>Agency:</b>                                                        | City of Richland                                                                                                            |                                                       |              |                         |             |
| <b>Improvement:</b>                                                   | Low Cost Stop Control Intersection Treatments, Actuated Intersection Warning Beacons, Mini Roundabouts, and Curb Extensions |                                                       |              |                         |             |
| <b>Evaluator:</b>                                                     | Houssam Ghandour, Sheida Carugati, Veronica Sullivan                                                                        |                                                       |              | <b>Date:</b> 1/29/2024  |             |
| <b>1a. Initial Total Project Cost, I:</b>                             | <b>\$1,602,000</b>                                                                                                          | <b>1b. Year 11 Cost, J:</b>                           |              | <b>\$0</b>              |             |
| <b>2. Annual Op. Costs, H:</b>                                        | <b>\$0</b>                                                                                                                  |                                                       |              |                         |             |
| <b>3. Annual Safety Benefits in Number of Collisions:</b>             |                                                                                                                             |                                                       |              |                         |             |
| Crash Type                                                            | Existing Raw #                                                                                                              | Existing Calculated                                   | After Raw #  | After Calculated        | Difference  |
| a) Fatal injury                                                       | 0                                                                                                                           | 0.00                                                  | 0.00         | 0.00                    | 0.00        |
| b) Suspected serious injury                                           | 1                                                                                                                           | 0.20                                                  | 0.73         | 0.15                    | 0.05        |
| c) Suspected minor injury                                             | 7                                                                                                                           | 1.40                                                  | 1.57         | 0.31                    | 1.09        |
| d) Possible Injury                                                    | 13                                                                                                                          | 2.60                                                  | 3.69         | 0.74                    | 1.86        |
| e) Property damage only                                               | 28                                                                                                                          | 5.60                                                  | 8.64         | 1.73                    | 3.87        |
|                                                                       | <b>Totals</b>                                                                                                               | <b>49.00</b>                                          | <b>14.63</b> |                         | <b>6.87</b> |
| <b>4. Societal Costs Per Crash:</b>                                   |                                                                                                                             | <b>5. Annual Safety Benefits by Costs of Crashes:</b> |              |                         |             |
| Crash Type                                                            | Cost                                                                                                                        |                                                       |              | Benefit                 |             |
| a) Fatality (K)                                                       | \$3,423,400                                                                                                                 |                                                       |              | \$0                     |             |
| b) Suspected serious injury (A)                                       | \$3,423,400                                                                                                                 |                                                       |              | \$184,864               |             |
| c) Suspected minor injury (B)                                         | \$237,400                                                                                                                   |                                                       |              | \$257,794               |             |
| d) Possible Injury (C)                                                | \$142,300                                                                                                                   |                                                       |              | \$264,947               |             |
| e) Property damage only (O)                                           | \$14,800                                                                                                                    |                                                       |              | \$57,309                |             |
|                                                                       |                                                                                                                             | Yearly Benefits= <b>\$764,913</b>                     |              |                         |             |
| <b>7. Salvage Value, T</b>                                            |                                                                                                                             |                                                       |              |                         |             |
| Feature                                                               | Cost                                                                                                                        |                                                       | Factor       |                         |             |
| a) Right of Way (from cost estimate)                                  | \$0                                                                                                                         | x                                                     | 0.45 =       | \$0                     |             |
| b) Grading & Drainage (from cost estimate)                            | \$0                                                                                                                         | x                                                     | 0.40 =       | \$0                     |             |
| c) Structures (from cost estimate)                                    | \$0                                                                                                                         | x                                                     | 0.43 =       | \$0                     |             |
|                                                                       |                                                                                                                             |                                                       |              | d) Total, T: <b>\$0</b> |             |
| <b>8. Present Worth of Costs (PWOC) = I + .68J + 13.59H - T:</b>      |                                                                                                                             |                                                       | \$1,602,000  |                         |             |
| <b>9. Present Worth of Benefits (PWOB) = 13.59 x Yearly Benefits:</b> |                                                                                                                             |                                                       | \$10,395,163 |                         |             |
| <b>10. Net Benefit = PWOB-PWOC:</b>                                   |                                                                                                                             |                                                       | \$8,793,163  |                         |             |
| <b>11. Benefit Cost Ratio, B/C = PWOB/PWOC:</b>                       |                                                                                                                             |                                                       | <b>6.49</b>  |                         |             |

## WSDOT Safety Program Benefit/Cost Worksheet

### For Crash Reduction

|                                                                       |                                                      |                             |                                                       |                  |                        |
|-----------------------------------------------------------------------|------------------------------------------------------|-----------------------------|-------------------------------------------------------|------------------|------------------------|
| <b>Project name:</b>                                                  | Systemic Pedestrian Crossings                        |                             |                                                       |                  |                        |
| <b>Application year:</b>                                              | 2024                                                 |                             |                                                       |                  |                        |
| <b>Agency:</b>                                                        | City of Richland                                     |                             |                                                       |                  |                        |
| <b>Improvement:</b>                                                   | RRFBs                                                |                             |                                                       |                  |                        |
| <b>Evaluator:</b>                                                     | Houssam Ghandour, Sheida Carugati, Veronica Sullivan |                             |                                                       |                  | <b>Date:</b> 1/29/2024 |
| <b>1a. Initial Total Project Cost, I:</b>                             | <b>\$1,571,000</b>                                   | <b>1b. Year 11 Cost, J:</b> |                                                       | <b>\$0</b>       |                        |
| <b>2. Annual Op. Costs, H:</b>                                        | <b>\$0</b>                                           |                             |                                                       |                  |                        |
| <b>3. Annual Safety Benefits in Number of Collisions:</b>             |                                                      |                             |                                                       |                  |                        |
| Crash Type                                                            | Existing Raw #                                       | Existing Calculated         | After Raw #                                           | After Calculated | Difference             |
| a) Fatal injury                                                       | 0                                                    | 0.00                        | 0                                                     | 0.00             | 0.00                   |
| b) Suspected serious injury                                           | 1                                                    | 0.20                        | 0.93                                                  | 0.19             | 0.01                   |
| c) Suspected minor injury                                             | 7                                                    | 1.40                        | 6.68                                                  | 1.34             | 0.06                   |
| d) Possible Injury                                                    | 6                                                    | 1.20                        | 5.93                                                  | 1.19             | 0.01                   |
| e) Property damage only                                               | 28                                                   | 5.60                        | 23.3924                                               | 4.68             | 0.92                   |
| Totals                                                                |                                                      | 42.00                       | 36.93                                                 | 1.01             |                        |
| <b>4. Societal Costs Per Crash:</b>                                   |                                                      |                             | <b>5. Annual Safety Benefits by Costs of Crashes:</b> |                  |                        |
| Crash Type                                                            | Cost                                                 |                             |                                                       | Benefit          |                        |
| a) Fatality (K)                                                       | \$3,423,400                                          |                             |                                                       | \$0              |                        |
| b) Suspected serious injury (A)                                       | \$3,423,400                                          |                             |                                                       | \$47,928         |                        |
| c) Suspected minor injury (B)                                         | \$237,400                                            |                             |                                                       | \$15,194         |                        |
| d) Possible Injury (C)                                                | \$142,300                                            |                             |                                                       | \$1,992          |                        |
| e) Property damage only (O)                                           | \$14,800                                             |                             |                                                       | \$13,638         |                        |
|                                                                       |                                                      |                             | Yearly Benefits= <b>\$78,752</b>                      |                  |                        |
| <b>7. Salvage Value, T</b>                                            |                                                      |                             |                                                       |                  |                        |
| Feature                                                               | Cost                                                 |                             | Factor                                                |                  |                        |
| a) Right of Way (from cost estimate)                                  | \$0                                                  | x                           | 0.45 =                                                | \$0              |                        |
| b) Grading & Drainage (from cost estimate)                            | \$0                                                  | x                           | 0.40 =                                                | \$0              |                        |
| c) Structures (from cost estimate)                                    | \$0                                                  | x                           | 0.43 =                                                | \$0              |                        |
|                                                                       |                                                      |                             | d) Total, T: <b>\$0</b>                               |                  |                        |
| <b>8. Present Worth of Costs (PWOC) = I + .68J + 13.59H - T:</b>      |                                                      |                             | <b>\$1,571,000</b>                                    |                  |                        |
| <b>9. Present Worth of Benefits (PWOB) = 13.59 x Yearly Benefits:</b> |                                                      |                             | <b>\$1,070,238</b>                                    |                  |                        |
| <b>10. Net Benefit = PWOB-PWOC:</b>                                   |                                                      |                             | <b>(\$500,762)</b>                                    |                  |                        |
| <b>11. Benefit Cost Ratio, B/C = PWOB/PWOC:</b>                       |                                                      |                             | <b>0.68</b>                                           |                  |                        |



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority 3 - Focused Development

**Subject:**

Resolution No. 2024-31, Declaring Surplus and Authorizing Relinquishment of a Certain Portion of an Irrigation Easement Lying within 3353 Village Parkway

Department/Office  
Public Works

Ordinance/Resolution Number:  
2024-31

Document Type:  
Resolution

**Recommended Motion:**

Adopt Resolution No. 2024-31, declaring surplus and authorizing relinquishment of a certain portion of an irrigation easement lying within 3353 Village Parkway.

**Summary:**

The property owners at 3353 Village Parkway have requested relinquishment of a certain portion of an irrigation easement to enable construction of a swimming pool. An alternate route has been granted to the City by the property owners as depicted on Exhibit B of Resolution No. 2024-31 and recorded under Benton County Auditor's File No. 2024-000876.

RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes. On February 18, 2024, notice was duly published that a public hearing would be held on February 20, 2024 at 6:00 p.m. to receive public testimony regarding the surplus action.

Absent compelling testimony from the hearing, staff recommends adoption of Resolution No. 2024-31.

Fiscal Impact:           None.

**Attachments:**

I.     Resolution No. 2024-31



**RESOLUTION NO. 2024-31**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON,  
DECLARING SURPLUS AND AUTHORIZING RELINQUISHMENT  
OF A CERTAIN PORTION OF AN IRRIGATION EASEMENT  
LYING WITHIN 3353 VILLAGE PARKWAY.**

**WHEREAS**, the property owners at 3353 Village Parkway, Patrick and Marilou Byrne, have requested relinquishment of a certain portion of an irrigation easement to accommodate new construction; and

**WHEREAS**, an alternate route has been granted to the City by the property owners, as depicted on **Exhibit B** and recorded in the records of Benton County under Auditor's File Number 2024-000876; and

**WHEREAS**, RCW 35.94.040 provides for the disposal of surplus property originally obtained for public utility purposes; and

**WHEREAS**, on February 18, 2024, notice was duly published that a public hearing would be held on February 20, 2024 to take testimony regarding this surplus action.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that a certain portion of an existing easement, originally acquired for irrigation purposes and described as follows, is hereby found to be surplus to the City's needs:

A portion of an irrigation easement dedicated to the City of Richland, Auditor's File Number 2017-016676 and lying within Lot 1 of Short Plat 3562, Auditor's File Number 2018-004873, legally described on **Exhibit A** and depicted by hatching on **Exhibit B**.

**BE IT FURTHER RESOLVED** that the consideration in support of this relinquishment, which covers the City's administrative processing fees and recording costs, shall be paid by the applicant.

**BE IT FURTHER RESOLVED** that the City Manager is authorized to sign and execute all documents necessary to relinquish the City's interest in the portion of the easement described and depicted herein on **Exhibit A** and **Exhibit B**, and to deliver the same upon payment.

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

*This space intentionally left blank.*

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 20<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Theresa Richardson, Mayor

Attest:

Approved as to Form:

\_\_\_\_\_  
Jennifer Rogers, City Clerk

\_\_\_\_\_  
Heather Kintzley, City Attorney

## EXHIBIT A

That portion of Lot 1, Short Plat No. 3562, according to the survey thereof recorded under Auditor's File No. 2018-004873, records of Benton County, Washington, described as follows:

Commencing at the Northwest corner of said Lot 1; thence along the North line thereof South 83°21'43" East 96.54 feet to the intersection of the Westerly and Northerly lines of that 10.00 foot Irrigation Easement recorded under Auditor's File No. 2017-016676, records of said County and State and the **True Point of Beginning**;

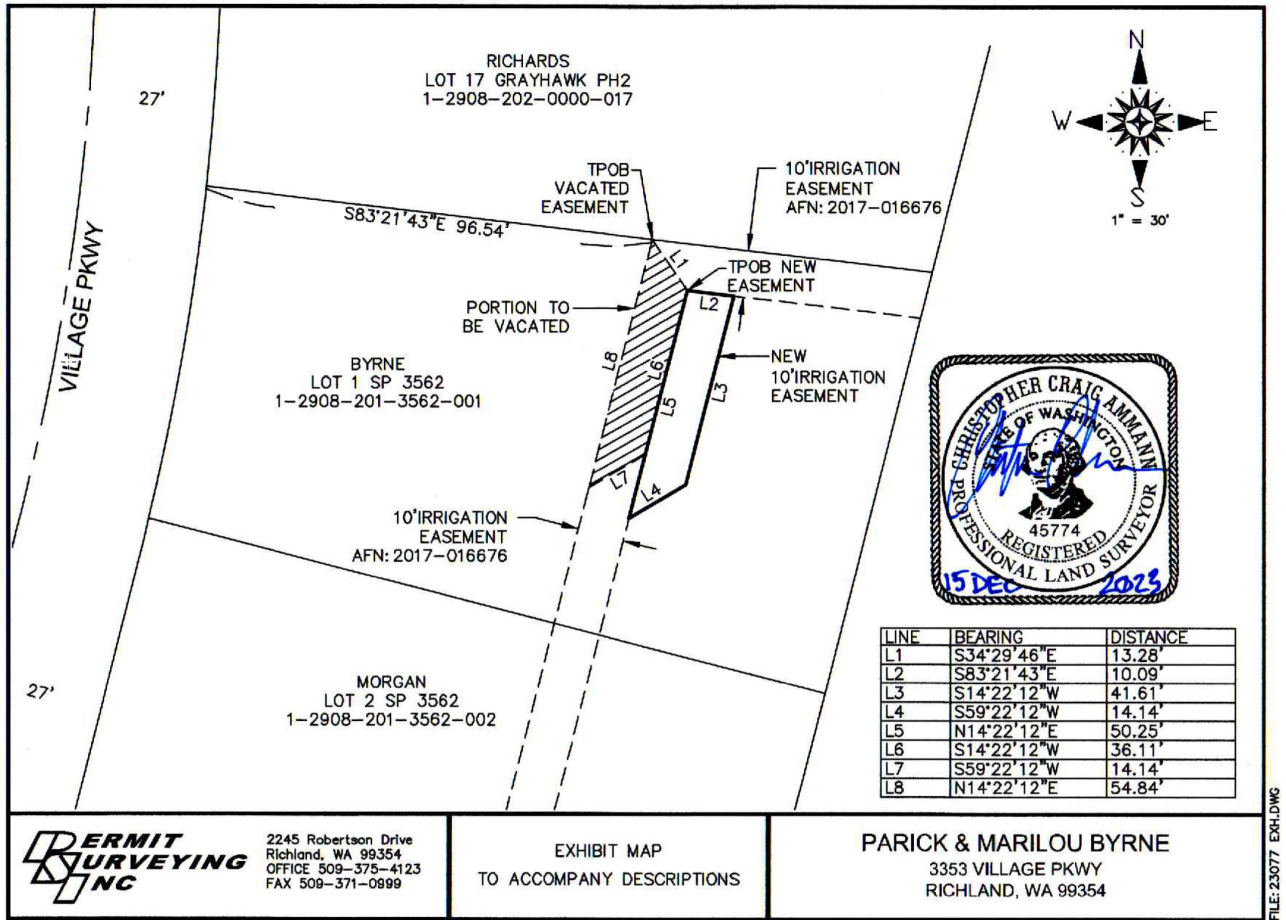
Thence leaving said North line and said intersection South 34°29'46" East 13.28 feet to the intersection of the Easterly and Southerly lines of said 10.00 foot Irrigation Easement;

Thence along said Easterly line South 14°22'12" West 36.11 feet;

Thence leaving said Easterly line South 59°22'12" West 14.14 feet to a point on said Westerly line;

Thence along said Westerly line North 14°22'12" East 54.84 feet to the **True Point of Beginning**.

# EXHIBIT B





## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

**Subject:**

Term Limit Waiver Request for Parks & Recreation Commission Membership: Maria Gutierrez

Department/Office  
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:  
General Business Item

**Recommended Motion:**

Approve the term limit waiver extension request to reappointment of Maria Guterrez to Position No. 1 on the Parks & Recreation Commission.

**Summary:**

Richland City Council first approved the appointment of Maria Gutierrez to the Parks & Recreation Commission (PRC) on June 5, 2007. Ms. Gutierrez's term on the Parks & Recreation Commission expires on March 31, 2024, and Ms. Gutierrez has submitted an application packet to continue serving the community through volunteer service with the PRC.

RMC 2.04.100(f) provides that all board, commission and committee members shall serve no more than 12 consecutive years on the same commission or committee; provided, however, that Council may waive this limitation for any member of any board, commission or committee by majority vote (except for the Library Board of Trustees).

Ms. Gutierrez has exhibited commitment and passion throughout her tenure as a Parks & Recreation Commission member. Her extensive knowledge, experience and dedication have proven invaluable in shaping the positive recreational experiences of our residents. Parks & Recreation Council Liaison Kent, Chair Mason, and Staff Liaison Schiessl are seeking Council approval to waive the term limit in order to reappoint Ms. Gutierrez for an additional three-year term.

If approved, Ms. Gutierrez's new term for Position No. 1 will be effective beginning April 1, 2024 through March 31, 2027.

The candidate's application packet is on file in the City Clerk's Office.

Fiscal Impact: None.

**Attachments:**

- I. Parks and Recreation Reappointment Recommendation Memo

**CITY OF RICHLAND**  
**PARKS & PUBLIC FACILITIES**

625 Swift Boulevard, MS-13  
Richland, WA 99352  
(509) 942-7390



**MEMORANDUM**

**TO:** City Clerk, Jennifer Rogers

**FROM:** Administrative Assistant II, Patty Roe

**DATE:** February 13, 2024

**SUBJECT:** Parks and Recreation Commission Reappointment Pos. No. 1

Richland City Council first approved Maria Gutierrez's appointment to the Parks & Recreation Commission on June 5, 2007. Ms. Gutierrez's term on the Parks & Recreation Commission expires on March 31, 2024, and Ms. Gutierrez has submitted an application packet to continue serving the community through volunteer service with the Commission.

Ms. Gutierrez has exhibited commitment and passion throughout her Parks & Recreation Commission member tenure. Her extensive knowledge, experience, and dedication have proven invaluable in shaping the positive recreational experiences of our residents. Parks & Recreation Council Liaison Kent, Chair Mason, and Staff Liaison Schiessl will seek Council approval to waive the term limit (as outlined in Chapter 2.04 of the RMC) to reappoint Ms. Gutierrez for an additional three-year term.

The new term for Position No. 1 will be effective April 1, 2024, through March 31, 2027.



## COUNCIL AGENDA ITEM COVERSHEET

Council Date: 2/20/2024

Agenda Category: Items of Business

Strategic Priority I - High Performance Government

**Subject:**

Appointment to the Arts Commission: Jet Richardson and Terri Rice

Department/Office  
Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:  
General Business Item

**Recommended Motion:**

Reappoint Jet Richardson to Position No. 1 and Terri Rice to Position No. 5 on the Richland Arts Commission.

**Summary:**

The term for Position Nos. 2 and 5 on the Richland Arts Commission will expire on March 31, 2024.

Given their experience, commitment, and the positive impact of their tenures, Arts Commission Council Liaison Whitten, Deputy City Manager/Acting Parks & Public Facilities Director Schiessl, and Staff Liaison Piper recommend the incumbents be reappointed for another three-year term. This continuity will ensure the ongoing progress of the Commission's objectives.

Position No. 2 - Jet Richardson

Position No. 5 - Terri Rice

The terms for Position Nos. 2 and 5 will be effective from April 1, 2024 to March 31, 2027.

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

Fiscal Impact:           None.

**Attachments:**

I.     Arts Commission Reappointment Recommendation Memo



**CITY OF RICHLAND**  
**PARKS & PUBLIC FACILITIES**

625 Swift Boulevard, MS-13  
Richland, WA 99352  
(509) 942-7390



**MEMORANDUM**

**TO:** City Clerk, Jennifer Rogers

**FROM:** Administrative Assistant II, Patty Roe

**DATE:** February 13, 2024

**SUBJECT:** Arts Commission Reappointment Pos. Nos. 2 and 5

The term for Position Nos. 2 and 5 on the Richland Arts Commission will expire on March 31, 2024.

Given their experience, commitment, and the positive impact of their tenures, Arts Commission Council Liaison Whitten, Deputy City Manager/Acting Parks & Public Facilities Director Schiessl, and Staff Liaison Piper recommend the incumbents be reappointed for another three-year term. This continuity will ensure the ongoing progress of the commission's objectives.

Position No. 2 - Jet Richardson  
Position No. 5 - Terri Rice

Term limits for Position Nos. 2 and 5 will be effective April 1, 2024 to March 31, 2027.