Agenda
City Council Regular Meeting
Tuesday, February 7, 2017
City Hall Council Chamber | 505 Swift Boulevard

City Council Pre-Meeting - 6:45 p.m. (Discussion Only – Annex Building)

1. Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (30 minutes)
   - Heather Kintzley, City Attorney

2. Duportail Bridge Visual Treatments (10 minutes)
   - Pete Rogalsky, Public Works Director

3. Discuss Meeting Agenda Items (5 minutes)
   - City Council Members

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

4. New Hire/Retirements (5 minutes)
   - Jessica Rettig, Human Resources Generalist

5. Richland School District's Bond and Projects Update (5 minutes)
   - Rick Jansons, Richland School Board Chairman

6. Richland Quality of Life Campaign (5 minutes)
   - Hollie Logan, Communications & Marketing Manager

7. Community Development Services 4th Quarter Update (10 minutes)
   - Kerwin Jensen, Community Development Director

8. Richland Police Department 2016 Annual Report (15 minutes)
   - Chris Skinner, Police Services Director

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

9. Declaring Approximately 4,947 Square Feet of Real Property Located Adjacent to 650 George Washington Way as Surplus - Resolution No. 25-17
   - Kerwin Jensen, Community Development Director

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

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

Minutes:

10. Approve the Minutes of the Council Meeting Held on January 3 and 24, 2017; Joint Meeting with the Council and Confederated Tribes of the Umatilla Indian Reservation Board of Trustees Held on August 26, 2016
    - Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 01-17, Amending RMC Chapter 23.66, the Nonconforming Use Provisions of the Zoning Code
    - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

12. Resolution No. 01-17, Authorizing a Purchase Order Contract with Pacific Pole Inspections for Utility Pole Inspection and Replacement
    - Bob Hammond, Energy Services Director

13. Resolution No. 02-17, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management
    - Bob Hammond, Energy Services Director

14. Resolution No. 03-17, Approving the Preliminary Plat of Jolianna Heights
    - Kerwin Jensen, Community Development Director

15. Resolution No. 14-17, Authorizing Execution of a Right-of-Way Crossing Agreement with Columbia Irrigation District (CID) for Duportail Bridge Project
    - Pete Rogalsky, Public Works Director

16. Resolution No. 17-17, Authorizing Purchase Agreement with Benton PUD for Hidden Hills Phase 1 and Badger Mountain Irrigation District Pumping Station Electrical Infrastructure
    - Bob Hammond, Energy Services Director

17. Resolution No. 18-17, Authorizing a Mutual Assistance Agreement with the Bonneville Power Administration
    - Bob Hammond, Energy Services Director

18. Resolution No. 21-17, Authorizing Execution of Purchase and Sale Agreement with SP/LLU Riverpointe LLC for Duportail Bridge Project
    - Pete Rogalsky, Public Works Director

19. Resolution No. 22-17, Authorizing the Award of Art Partnership Grants (Rivers of Ink & Savvio LLC)
    - Joe Schiessl, Parks and Public Facilities Director

20. Resolution No. 24-17, Authorizing Execution of Agreement with Electric Power Systems, Inc. for Leslie Rd Substation Design and Inspection Work
    - Bob Hammond, Energy Services Director

21. Resolution No. 25-17, Declaring Approximately 4,947 Square Feet of Real Property Located Adjacent to 650 George Washington Way as Surplus
    - Kerwin Jensen, Community Development Director

22. Resolution No. 26-17, Awarding Bid to POW Contracting for Horn Rapids Irrigation Intake Rescreening Re-Bid Project
    - Pete Rogalsky, Public Works Director

23. Resolution No. 27-17, Awarding Bid to C and E Trenching LLC for Vantage Highway Pathway Phase 1 Project
    - Pete Rogalsky, Public Works Director

24. Resolution No. 28-17, Authorizing a Consulting Services Contract with PFM Financial Advisors LLC for Municipal Advisory Services Related to Bond Financing
    - Cathleen Koch, Administrative Services Director

Expenditures - Approval:

25. Expenditures from January 9, 2017 - January 27, 2017 for $12,320,182.85 including Check Nos. 241357-241948, Wire Nos. 6339-6353, Payroll Check Nos. 114765-115283, and Payroll Wire/ACH Nos. 9752-9790
    - Cathleen Koch, Administrative Services Director

Items of Business:

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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

Richland City Hall is ADA accessible. Council Chamber parking and access is available at the entrance facing George Washington Way. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the City Council Meeting by calling the City Clerk's Office at 942-7388.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: City Council Pre-Meeting - 6:45 p.m.

Key Element:

Subject:
Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (30 minutes)

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney		Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: City Council Pre-Meeting - 6:45 p.m.

Key Element:

Subject:
Duportail Bridge Visual Treatments (10 minutes)

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: City Council Pre-Meeting - 6:45 p.m.

Key Element:

Subject:
Discuss Meeting Agenda Items (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Presentations

Key Element:

Subject:
New Hire/Retirements (5 minutes)

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

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

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

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Presentations

Key Element:

Subject:
Richland School District's Bond and Projects Update (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:

Summary:
Rick Jansons, Richland School Board Chairman and Mark Panther, Executive Director of Support Services will present an update on the School District Bond and the ten facility improvements projects it will address. The bond will be on the February 14, 2017, election.

Fiscal Impact:

Attachments:
1. RSD Voter's Pamphlet
2. Report to Community

RICHLAND SCHOOL DISTRICT

VOTER'S PAMPHLET

Bond Issue Election
February 14, 2017

"The consistent updating of our facilities benefits not only Richland School District students, but the entire community as well."

- Superintendent Rick Schulte

RICHLAND
School District

BOND ISSUE CONTINUES FACILITY UPDATES

The Richland School District is placing a $99 million bond issue before voters on February 14, 2017. The bond issue addresses 10 facility improvement projects:

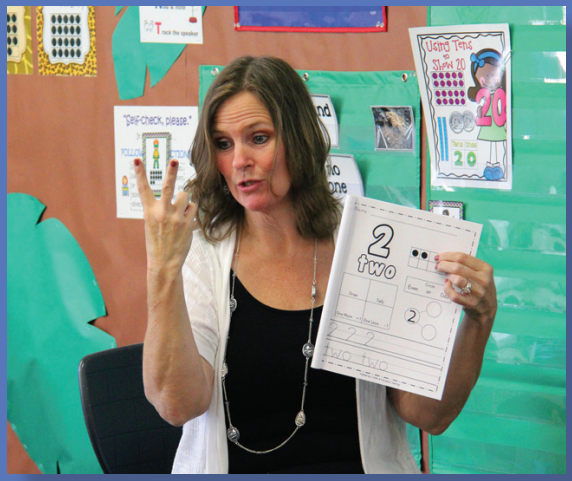
- Replace Badger Mountain Elementary School (built in 1978).
- Replace Tapteal Elementary School (built in 1978).
- Build a new elementary school in West Richland.
- Build a new elementary school in south Richland.
- Richland High School auditorium improvements.
- Fran Rish Stadium upgrades.
- Hanford High School athletic field improvements.
- New RSD Teaching/Learning/Administrative Center.
- RSD Preschool Center (renovate 1982 Jefferson wing).
- Classroom additions/Land purchases.

THANK YOU

for taking the time to study these bond issue facts:

- **COST of the bond issue**
- **WHAT the bond issue pays for**
- **WHY it is needed**

For more information, call the Richland School District at 967-6030, or any of your school board members (www.rsd.edu).



WHAT?

BUILD TWO NEW ELEMENTARY SCHOOLS

- One near the intersection of Belmont Boulevard and Bluewood Street in West Richland (RSD owns the land).
- One in south Richland at a site to be determined.

WHY?

- More students and lower class sizes require more classrooms.
- Overall RSD enrollment has grown by 2,000 students since 2012.
- Enrollment is projected to increase another 2,000 students by 2021.
- The 10 existing elementary schools have 246 classrooms. Even with moderate enrollment growth, we will need 47 more classrooms by 2019.

One of the Richland School District's new elementary schools will be built on this land near the intersection of Belmont Boulevard and Bluewood Street in West Richland.

HOW MUCH?

$48 million
Local Bond: $26 million
State Match: $22 million

"It's no secret that Richland and West Richland are growing. New housing developments and apartments are going up and there are plans for more."

- Superintendent Rick Schulte

WHAT?

MODERNIZE THE RICHLAND HIGH AUDITORIUM

The auditorium is the largest performing arts venue in the Tri-Cities with 1,500 seats.

The Richland High School auditorium will be a much improved performing arts venue and teaching space.

WHY?

The 35-year-old auditorium is inadequate for both school and community groups such as the Mid-Columbia Ballet's annual production of *The Nutcracker.* The outdated auditorium will be brought up to code. Half of this project will be paid for through state matching money.

The improvements list includes:

- Replace 1,500 seats (250 will have folding tablet arms).
- Add restroom facilities (800 square feet).
- Add handicapped seating and access.
- Add a center aisle to eliminate the current safety hazard.
- Replace stage curtains, riggings, and wood floor.
- Replace sound and lighting systems.
- Modernize all mechanical and electrical systems.
- Construct new vestibule(s).

HOW MUCH?

$8 million
Local Bond: $4 million
State Match: $4 million

"The 2017 bond is part of a long-term plan to meet the needs of our community and to responsibly maintain our existing facilities."

- Rick Jansons, President, Richland School Board

WHAT?

UPGRADE FRAN RISH STADIUM

New field turf, resurfaced track, and replacement of home side bleachers, restrooms, and locker rooms.

"Replacing grass with field turf would be a very positive change for students. No longer would our P.E. classes, marching band, and sports teams be restricted from using the surface."

- Mike Edwards, RHS athletic director

WHY?

- The home side bleachers, locker rooms, and restrooms do not meet health and safety codes.
- The track needs resurfacing and recent patches are only temporary.
- The grass field can only host about 10 varsity football games per year and cannot host any playoff games.
- An artificial surface field can be used 12 hours a day all year long and is expected to host football, soccer, lacrosse, marching band, P.E. classes, and other events.

The Fran Rish home side will be upgraded and the grass field will be replaced with field turf.

HOW MUCH?

Local Bond Cost: $10 million

WHAT?

REPLACE BADGER MOUNTAIN AND TAPTEAL ELEMENTARY SCHOOLS

These 1978 buildings are too small, inefficient, and not up to current code.

WHY?

- Electrical and mechanical systems are failing; last year, RSD spent over $200,000 in labor/materials for repairs at each school.
- 1978 electrical wiring cannot handle the educational requirements of 21st century learners.
- Fire safety and air quality systems need to be upgraded.
- Roofs leak due to old age.
- The number of classrooms is inadequate; portables are unpopular, unsightly, and expensive.
- Both Badger Mountain and Tapteal Elementary qualify for full state match funding; we build new schools in lieu of modernizing current buildings.

With ongoing population growth in south and West Richland, the current Badger Mountain and Tapteal are undersized at 48,000 square feet; the new buildings will be significantly larger (around 65,000 sf) providing the necessary instructional space for smaller class sizes, full day kindergarten, and more special education classrooms.

The new Badger Mountain and Tapteal will:

- have a separate gym and commons area.
- have designated rooms for art, music, and special education services.
- meet current seismic and handicapped access codes.
- be more secure – front entrances will have secure vestibules for visitor check in; no exterior classroom doors.

HOW MUCH?

$51.2 million
Local Bond: $34.6 million
State Match: $16.6 million

The portables at Badger Mountain and Tapteal will be removed when the new schools open.

"It's time to provide Badger Mountain and Tapteal students with the same up-to-date educational facilities as our recently completed schools such as Marcus Whitman and Orchard."

- Superintendent Rick Schulte

WHAT?

UPGRADE HANFORD HIGH SCHOOL ATHLETIC FIELD

The current facility is inadequate for a 4A high school.

WHY?

- Need bleacher seating for entire student body (2,000).
- Need restrooms and concession stand.
- Need a field turf surface to host 150 events per year including P.E. classes and marching band.
- The track needs resurfacing.
- There is potential for a cooperative stadium project with WSU Tri-Cities.

HOW MUCH?

Local Bond Cost: $6 million

"Installing artificial turf, restrooms, bleachers, and concession stand will allow the Richland School District and Hanford High School to develop more community partnerships while meeting the educational needs of our students."

- Eric Davis, HHS Athletic Director

WHAT?

NEW TEACHING, LEARNING, AND ADMINISTRATION CENTER

RSD administrative staff are currently scattered around Richland due to the inadequate administration building on Snow Avenue.

The Teaching & Learning Department rents this space on Wright Avenue because the RSD administration building is too small.

WHY?

- The current Administration Building is a converted corner grocery store built in 1947.
- The building is far too small to house the District's administrative staff. The Teaching & Learning Department now rents office space on Wright Avenue; the Special Programs Department now rents office space on Bradley Boulevard
- Electrical, HVAC, and plumbing systems have exceeded their useful life.
- The board room is too small for public involvement and participation.
- There are no conference rooms or confidential meeting places.
- Restrooms are dysfunctional.

"The RSD administration building is woefully inadequate for a school district our size"

- Superintendent Rick Schulte.

HOW MUCH?

Local Bond Cost: $10 million

WHAT?

LAND PURCHASES AND ADDITIONAL CLASSROOMS

Purchase land for future school sites and additional classroom space when needed.

WHY?

- Enrollment growth requires more schools and the land on which to build them; suitable locations must be purchased well in advance of planned construction.
- Additional classrooms are often needed to house a sudden influx of new students before a new school can be built and before the district qualifies for state matching funds.

HOW MUCH?

Local Bond Cost: $7 million

WHAT?

RSD PRESCHOOL CENTER

The Jefferson Elementary 1982 wing will be repurposed into a Richland School District preschool center.

Moderate upgrades will include restrooms, carpet, painting, and roof.

This 1982 wing of Jefferson Elementary will become a RSD preschool center if the bond issue is approved.

HOW MUCH?

Local Bond Cost: $1.4 million

SUCCESS

A LOOK BACK AT THE 2013 BOND ISSUE

Photos from top:
Visitor Side at Fran Rish Stadium
The new Marcus Whitman Elementary School
The new Orchard Elementary School

"We've been good stewards of the community's tax dollars and that will continue."

- Rick Jansons
President, Richland School Board

TAX RATE INFO

- The Richland School District's 2016 bond tax rate is $1.56 per $1000 of assessed valuation.
- If voters approve the $99 million bond issue, the estimated tax rate will increase 49 cents to $2.05 in 2018.
- Yearly property taxes will increase $98 on a $200,000 home.

BOND ISSUE FINANCES

- Total cost to RSD taxpayers - $99 million.
- State matching money - $42 million.
- This bond debt will be retired in 15 years.

"Our financing plan keeps the tax rate as low as possible."

- Rick Jansons, President, Richland School Board

The Benton County Auditor's Office will mail out election ballots to all Richland School District residents around January 24.

Ballots must be returned by February 14.

RICHLAND
School District

2017 Bond Issue Pamphlet is published by the Richland School District Communications Office as a community service to citizens of the area.

Board of Directors
Rick Jansons, *President*
Heather Cleary, *Vice President*
Brett Amidan, Gordon Comfort, Rick Donahoe

Rick Schulte, *Superintendent*
Steve Aagaard, *Editor*

January 2017

Richland School District
615 Snow Ave.
Richland, WA 99352

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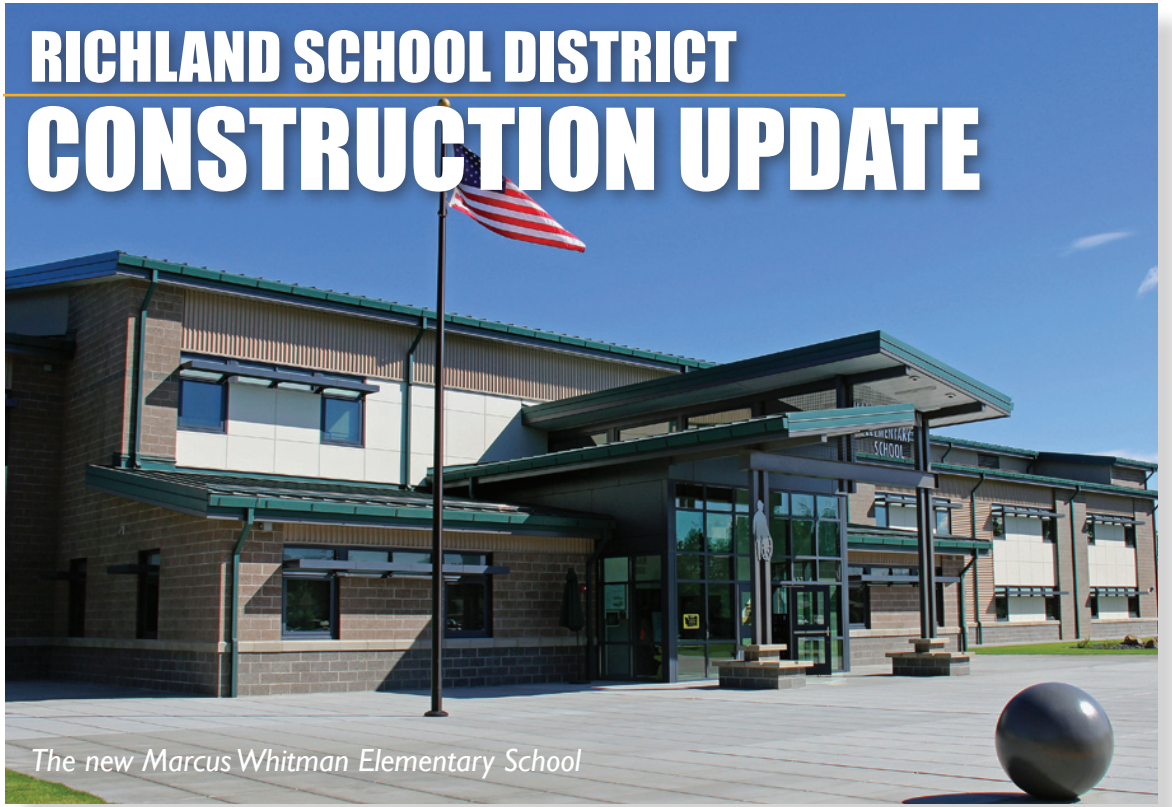
RICHLAND SCHOOL DISTRICT
CONSTRUCTION UPDATE



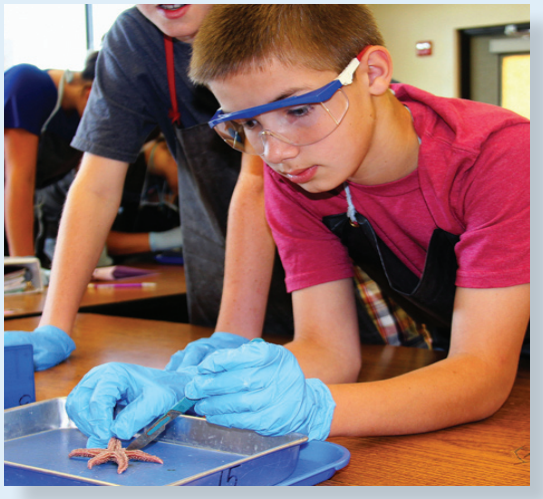
The new Marcus Whitman Elementary School

"The continual updating of our facilities ensures that all Richland School District students will learn in high quality educational environments."

- Superintendent Rick Schulte

RICHLAND
School District

UPDATE



In February 2013, Richland School District residents approved a $98 million bond issue to address nine specific facility improvement projects.

We are pleased to report that seven of these projects are complete:

- ✔ The new HVAC system at Chief Joseph Middle School
- ✔ The Fran Rish Stadium visitors side
- ✔ The new Lewis & Clark Elementary School
- ✔ The new Marcus Whitman Elementary School
- ✔ The new Sacajawea Elementary School
- ✔ The new Orchard Elementary School
- ✔ The new Three Rivers HomeLink

Here is the status of the other two projects:

- Construction of the new middle school in West Richland is underway; the school will open in August 2017.
- Architects are designing the new Jefferson Elementary School; the school will open in August 2018.

COMPLETE

Lewis & Clark, Marcus Whitman, Sacajawea… same design for all three schools

Automatic locking doors and controlled entries **have improved security and safety.**

Orchard Elementary School

When all projects are complete, the Richland School District will have **added 130 new classrooms and replaced 72 classrooms.** The average elementary class size is now **four students less** than three years ago.

COMPLETE

Modular, factory-built schools are **cost effective and provide student-friendly environments.**

HomeLink

New bleachers and restrooms **meet handicap access codes and earthquake safety standards.**

Fran Rish Stadium visitors side upgrades

COMPLETE

HVAC system at Chief Joseph Middle School

All new heating and cooling systems are **rated at 95% efficiency,** replacing units rated at only 65% efficiency. All new schools are built to **conserve energy and use sustainable "green" design features.**

"We've been good stewards of the community's tax dollars and that will continue."

- Rick Jansons, President of the Richland School Board

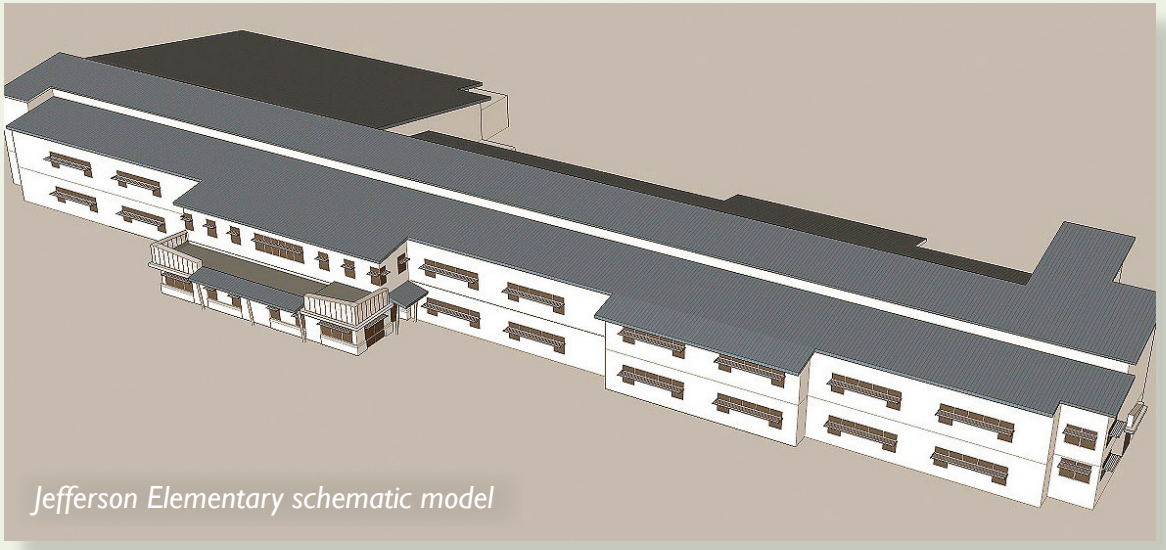
IN PROGRESS

New middle school architectural drawing

The District's fourth middle school is currently being built near the intersection of Keene Road and Belmont Boulevard in West Richland. The new school will be 108,000 square feet in size and house 800 students. Every classroom will have full access to instructional technology. The school will open in August 2017.

RSD enrollment has increased 2100 FTE students since 2013. By 2020, enrollment is projected to increase another 2000 students.

Community members will be invited to submit names for the new school later this fall.



Jefferson Elementary schematic model

The new Jefferson Elementary School will be 65,000 square feet in size and house 630 students. The school will open in 2018.

Larger elementary schools with more classrooms allowed the Richland School District to offer **full day kindergarten serving 900 students in 41 classrooms.**

Tour the New Marcus Whitman Elementary School

The Richland School District invites community members to tour Marcus Whitman Elementary School on Wednesday, September 28, between 6:30 - 7:30 pm. The school is located at 1704 Gray Street.

"We encourage everyone to see first-hand how their tax dollars have been invested," says Superintendent Rick Schulte.

GOOD NEWS

FOR RSD TAXPAYERS

There is positive financial news to report regarding the 2013 bond issue.

"Our voters approved a $98 million bond issue, but we'll end up with $160 million worth of new facilities by the time all nine projects are done," states Superintendent Rick Schulte.

- The District expected to receive $32 million in state matching money; instead, the District will receive $62 million.
- The additional state dollars enabled the District to add significant square footage at Lewis & Clark, Marcus Whitman, Orchard, Sacajawea, HomeLink, and the upcoming new middle school in West Richland.
- The District will use some of these additional dollars to build an entirely new Jefferson Elementary instead of just the 1952 wing as originally planned.

RICHLAND
School District

Construction Update is published by the Richland School District Communications Office as a community service to citizens of the area.

Board of Directors
Rick Jansons, *President*
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September 2016

Richland School District
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Presentations

Key Element:

Subject:
Richland Quality of Life Campaign (5 minutes)

Department:
Assistant City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Presentations

Key Element: Key 1 - Financial Stability & Operational EffectivenessKey 3 - Economic Vitality

Subject:
Community Development Services 4th Quarter Update (10 minutes)

Department:
Community & Development Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:
A review of fourth quarter activity and year end indicators.

Fiscal Impact:
None

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Presentations

Key Element:

Subject:
Richland Police Department 2016 Annual Report (15 minutes)

Department:
Police Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Public Hearing

Key Element: Key 3 - Economic Vitality

Subject:
Declaring Approximately 4,947 Square Feet of Real Property Located Adjacent to 650 George Washington Way as Surplus - Resolution No. 25-17

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	25-17	Public Hearing Item

Recommended Motion:

Summary:
A public hearing is necessary for the surplus of city owned real property. Subject property is located adjacent to 650 George Washington Way.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Approve the Minutes of the Council Meeting Held on January 3 and 24, 2017; Joint Meeting with the Council and Confederated Tribes of the Umatilla Indian Reservation Board of Trustees Held on August 26, 2016

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:
Approve the Minutes of the Council Meeting Held on January 3 and 24, 2017; Joint Meeting with the Council and Confederated Tribes of the Umatilla Indian Reservation Board of Trustees Held on August 26, 2016

Summary:
None.

Fiscal Impact:
None.

Attachments:
1. Draft 082617 Meeting Minutes
2. Draft 010317 Meeting Minutes
3. Draft 012417 Meeting Minutes

Draft

MINUTES

Joint Meeting of the Richland City Council and the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees
Friday, August 26, 2016
City Hall Council Chamber | 505 Swift Boulevard

Joint Meeting of the Richland City Council and the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Board of Trustees – 10:30 a.m.

Attendance:
City of Richland: Mayor Thompson; Mayor Pro Tem Christensen; Councilmembers Lemley and Kent.

Also present were: City Manager Reents; Parks and Public Facilities Director Schiessl; and Community Development Director Jensen.

CTUIR – Board of Trustees Members: Armand Minthorn, David Close, Secretary.
CTUIR – Staff Members: Debra Croswell, Deputy Executive Director; Teara Farrow-Ferman, Cultural Resources Manager; Bill Tovey, Department of Economic and Community Development.

Agenda Items:

1. Discussion of Items of Mutual Interest

    a. Columbia Point South

Mr. Minthorn mentioned that in past experience, the CTUIR came to a decision with the City to not develop Columbia Point South, but said there was always room for negotiation within federal and state law. He stated that resources are invaluable in the Tri-Cities and are protected but there is some latitude. He said the CTUIR will discuss this topic further.

Mayor Thompson asked if both parties could work together on a mutually agreeable project, perhaps involving economic development dollars.

Mr. Minthorn said economic development can benefit everyone and more discussion about Columbia Point South would be agreeable. He said he would refer CTUIR staff to work with City on this topic.

    b. Proposed Land Transfer of Columbia River Shoreline from U.S. Army Corps of Engineers

Mr. Minthorn said the CTUIR would not want to trade any protection or treaty rights. He spoke to the U.S. Forest Service about his concerns, however, he has not spoken to Congress at this point.

Mayor Thompson encouraged the CTUIR to make their concerns known as timing is important. He said he appreciated the CTUIR sharing their position on the topic with the City. He said Richland was intrigued by the land transfer, but has not made any decisions as there were many unknowns for both Richland and the CTUIR.

c. Hanford Land Conveyance

Mr. Minthorn said they have made proposals to the Department of Energy regarding 40 acres of commercial land and 70 acres of industrial land. He said if the partnership with the City is strengthened, then the CTUIR and City are more apt to agree and have a future of working together. Mr. Minthorn asked for resources to help with the proposal, as they have not received feedback from Department of Energy on their request. He said the land is located in the SE portion, adjacent to Horn Rapids Road and Route 4S.

Mayor Thompson said the City was willing to assist as it is able and said that Los Alamos and Oakridge have examples of this process that they may be able to use as templates. He said the Energy Communities Alliance may be able to facilitate a meeting.

Mr. Minthorn said the current Memorandum of Understanding was good and that he would like future discussions to include:

- Bateman Island, as the CTUIR wants to work together to protect the island
- A golf tournament with the City; Ms. Croswell would be the contact person to make arrangements
- A Trading Post in Richland, as the CTUIR is committed to work with City. He said by working at the staff/committee level, progress can be made

Adjournment

The meeting was adjourned at 11:45 p.m.

Following the meeting, attendees toured the new HAPO Community Stage located at John Dam Plaza which demonstrates a successful example of a project that was a private/public partnership with the City.

Respectfully Submitted,

_____

Marcia Hopkins, City Clerk

FORM APPROVED: _____

Robert J. Thompson, Mayor

DATE APPROVED: _____

MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 3, 2017

Draft

Pre-Meeting:
Mayor Thompson called the pre-meeting to order at 7:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:
Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Rose, Lemley, Anderson, Kent and Luzzo Gilmour were present.

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

Agenda Items:

1. Closed Session per RCW 42.30.140(4)(b) to Discuss SEWTG Labor Negotiations
   - Jon Amundson, Assistant City Manager

The closed session discussion was held for 15 minutes.

Community Development Director Jensen, Economic Development Manager Ratkai and City Clerk Hopkins joined the meeting at 7:15 p.m.

2. Inland Seaport Facilities
   - Zach Ratkai, Economic Development Manager

Mr. Ratkai gave a briefing on the feasibility of an inland seaport facility including: the need for such a facility, how the City would benefit, where it would be located, the stakeholders interest and what responsibilities the City may need to consider regarding the facility.

3. Discussion of Council Meeting Agenda Items

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

Regular Meeting:
Mayor Thompson called the Council meeting to order at 7:30 p.m. in the Council Chamber at City Hall.

Welcome and Roll Call:
Mayor Thompson welcomed those in the audience and expressed appreciation for their attendance.

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

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

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

Approval of Agenda:

COUNCILMEMBER LEMLEY MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. New Hire/Retirements
   - Allison Jubb, Human Resources Director

Ms. Jubb said Owe Berg, General Crafts Worker, retired after 25 years of service. She introduced new hires Shelly Horton, Accounting Specialist and Jordon Roberts, Electrical Engineer and gave their backgrounds.

Public Comments:
City Clerk Hopkins read the public comments procedure.

Phyllis Strickler, 1015 McPherson Avenue, Richland, WA, expressed her appreciation for how well the City has done with snow removal due to the recent extreme weather conditions.

Samantha Sullivan, 69 Jadwin Avenue, Apt. No. 59, Richland, WA, reported that it was very icy around the recycling bins in the Uptown Shopping Center parking and wanted the City to address the problem.

Consent Calendar:
City Clerk Hopkins read the Consent Calendar.

<u>Minutes:</u>

1. Approve the Minutes of the Council Meeting Held December 20, 2016
   - Heather Kintzley, City Attorney

<u>Ordinances - Second Reading/Passage</u>:

2. Ordinance No. 70-16, Approving the 2020 Council Compensation Plan
   - Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

3. Resolution No. 10-17, Awarding Bid to Premier Excavation for the Logan Street and Hagen Road Construction Project
   - Pete Rogalsky, Public Works Director

4. Resolution No. 11-17, Authorizing a Consultant Agreement with Gray and Osborne, Inc. for Wastewater Treatment Facility Influent Upgrades Project
   - Pete Rogalsky, Public Works Director

5. Resolution No. 13-17, Authorizing an Interlocal Agreement with the Port of Benton for the Logan Road Improvement Project
   - Kerwin Jensen, Community Development Director

Items for Approval:

6. Authorize Travel for Mayor Thompson
   - Cindy Reents, City Manager

Expenditures - Approval:

7. Expenditures from December 12, 2016 - December 23, 2016 for $4,473,479.56 including Check Nos. 240566-240944, Wire Nos. 6317-6322, Payroll Check Nos. 113771-114267, and Payroll Wire/ACH Nos. 9725-9741
   - Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

Reports and Comments:

1. City Manager Reents said the City uses a priority based system for snow removal that is posted on the City website. She said the City is responding as quickly as possible to the snow removal needs of the City.

2. Mayor Thompson and the Councilmembers expressed their best wishes to the citizens for a safe and happy new year.

Adjournment:

Mayor Thompson adjourned the meeting at 7:43 p.m.

Respectfully Submitted,

_____

Marcia Hopkins, City Clerk

FORM APPROVED: _____

Robert J. Thompson, Mayor

DATE APPROVED: _____

DATE PUBLISHED: _____

Draft

MINUTES

CITY COUNCIL SPECIAL MEETING / REGULAR WORKSHOP
Richland City Hall ~ 505 Swift Boulevard
Tuesday, January 24, 2017

City Council Special Meeting – 6:00 p.m. (City Hall Council Chamber)
Mayor Thompson called the Special Meeting to order at 6:00 p.m.

Attendance:
Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Anderson, Kent, Lemley, Luzzo Gilmour, and Rose were present.

Also present were Assistant City Manager Amundson, City Attorney Kintzley, Energy Services Director Hammond, Business Services Manager Edgemon, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Administrative Services Director Koch, Finance Director Allen, Public Works Director Rogalsky and City Clerk Hopkins.

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

Consent Calendar: (Approved by single vote of Council)

Ms. Hopkins read the Consent Calendar.

1. Resolution No. 04-17, Purchasing Fire Services Enforcer Pumper from PNC Equipment Finance
   - Cathleen Koch, Administrative Services Director

2. Resolution No. 12-17, Authorizing Agreements with Washington State Department of Transportation (WSDOT) for Queensgate Drive Improvements
   - Pete Rogalsky, Public Works Director

3. Resolution No. 15-17, Awarding of Bid to Prater Electric, Inc. for Snyder Substation Bank 2 Addition
   - Bob Hammond, Energy Services Director

4. Authorize Travel for Councilmember Lemley
   - Cindy Reents, City Manager

5. Expenditures from December 26, 2016 - January 6, 2017 for $7,548,786.78 including Check Nos. 240945-241356, Wire Nos. 6323-6338, Payroll Check Nos. 114268-114764, and Payroll Wire/ACH Nos. 9742-9751
   - Cathleen Koch, Administrative Services Director

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 7-0.

Workshop Agenda Items:

1. Electric Vehicles - EVITA Status (10 minutes)
   - Bob Hammond, Energy Services Director

Mr. Hammond said the objective of the Electric Vehicle Infrastructure Transportation Alliance (ETIVA) is to advocate for sustainable electric transportation infrastructure by promoting public/private partnerships in developing fast charging stations throughout the service areas of local utilities with Benton and Franklin Counties, as well as along the major highways leading into the Tri-Cities area. EVITA has an interlocal agreement with Benton and Franklin PUDs, Energy Northwest and the City of Richland to support this concept.

Energy Northwest is preparing a grant application to help enable private enterprise to own and operate the charging stations. The grant would seek funds for the expensive switch gear that goes between the high voltage transformers and the charging equipment. Covering this expense would help enable private enterprise to open and operate charging stations as part of a five-year startup plan. Utility providers would be responsible for the high voltage transformers, standardized interconnection specifications, and creating a specific rate classification for electric vehicles charging.

Mr. Hammond said as part of the grant application, a letter of support for EVITA from the Mayor was requested. He went on to explain the steps in the grant application and how Council approval would be involved.

Council had a question and answer period with Mr. Hammond.

2. Update on Electric Utility Cost of Service Analysis and Rates (20 minutes)
   - Bob Hammond, Energy Services Director

Mr. Hammond said Richland Energy Services Department (RES) staff continue to work with rates consultant FCS regarding the electric utility cost of service analysis (COSA) update. Originally, based on forward financial projections at the end of 2015, RES staff believed an approximate 9.5% rate increase could be necessary, effective July 2017, in order to continue recovering operating expenses through retail rates.

Fortunately, the preliminary COSA work has shown the electric utility's financial status to be more positive than originally projected, and based on that preliminary analysis, RES staff does not intend at this time to recommend rate increases in 2017.

Mr. Hammond reviewed the current financial status of the utility compared to the latest published COSA and the latest conclusions on the COSA update work underway by RES and FCS staff. As part of the COSA update work, several COSA policy assumptions need to be revisited with the UAC, notably the level of rate-financed capital and revenue bonding levels.

RES staff and FCS will continue updating the COSA, and as a result, will refine the forward rate program analysis and present the results to the UAC at its March 2017 meeting. Assuming there is no recommendation for a 2017 rate increase, a specific recommendation for a 2018 rate increase is anticipated coming out of the May 2017 UAC meeting.

Council did not have any questions for Mr. Hammond.

3. Proposed Amendment - Nonconforming Zoning Standards (10 minutes)
- Kerwin Jensen, Community Development Director

Mr. Jensen said the nonconforming use provisions of the City zoning code provide standards for uses that were legally established but are no longer permitted under existing regulations. The current code language does not provide clear guidance and so staff has been working with the Planning Commission to improve this code chapter. The first reading of Ordinance No. 01-17 will be on the February 7, 2017, Council agenda for consideration.

Council did not have any questions for Mr. Jensen.

Other Business:
Mr. Amundson said there was a correction to a Tuesday Notes item; the Tri-Cities National Park Committee open house that was posted for January 16 and should have been posted for February 16. He also noted the Richland School District will be making a five-minute presentation on the upcoming bond issue at the February 7, 2017, Council meeting.

Mayor Thompson said he was recently contacted by Brad Fischer through email and wanted to discuss shoreline issues with him.

Adjournment:
Mayor Thompson adjourned the workshop at 6:25 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 01-17, Amending RMC Chapter 23.66, the Nonconforming Use Provisions of the Zoning Code

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	01-17	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 01-17, amending the nonconforming use provisions of the zoning code.

Summary:
The nonconforming use provisions of the City zoning code provide standards for uses that were legally established but are no longer permitted under existing regulations. The current code language does not provide clear guidance, so staff has been working with the Planning Commission to improve this code chapter. The Commission held a public hearing on November 9, 2016 and has recommended approval of Ordinance No. 01-17.

Fiscal Impact:
The proposed code amendments are not anticipated to have a fiscal impact to the City.

Attachments:
1. Staff Report to Planning Commission
2. Ordinance 01-17

STAFF REPORT

TO: PLANNING COMMISSION PREPARED BY: RICK SIMON
FILE NO.: Z2016-105 MEETING DATE: NOVEMBER 9, 2016

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO CHAPTER 23.66 CONCERNING NONCONFORMING USES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Recent review of the City's nonconforming use provisions in the zoning code has revealed that the current language is lacking in that it does not clearly address the topic of nonconforming structures and uses.

FINDINGS AND CONCLUSIONS
Staff has drafted text amendments to the nonconforming use chapter of the Richland Municipal Code and submits that:

1. Current code language does not provide clear guidance regarding nonconforming uses and structures;

2. The nonconforming use provisions of a zoning code are necessary and desirable to both further the public purposes of the City's zoning regulation and to provide property owners with reasonable use of their properties;

3. The proposed code language provides clear standards governing the continued use and termination of nonconforming lots, uses and structures, including provisions for ordinary repair and maintenance of nonconforming uses and ;

4. The proposed code language provides flexibility for nonconforming uses to be extended or changed through a public review process conducted by the Richland Hearing Examiner.

5. The proposed code language addresses nonconforming parking lots and landscaping and establishes requirements for when such facilities need to be brought into conformance with the zoning regulation.

6. Based upon the above findings and conclusions, the adoption of the proposed amendments Chapter 23.66 of the Richland Municipal Code providing regulations for nonconforming lots, uses and structures is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2016-105) and recommend to the City Council adoption of the proposed code amendments to RMC Chapter 23.66.

ATTACHMENTS

A. Supplemental Information
B. Draft Code Language

ATTACHMENT A
(Z2016-105)

SUPPLEMENTAL INFORMATION

The City's existing code concerning nonconforming uses has been in place for years without amendment and lacks clarity, so amendment to this section is warranted. The Commission previously discussed this issue at workshops held earlier this summer.

The purpose of nonconforming use provisions is to establish regulations for uses and/or structures that were legal at the time of their original construction but due to changing code requirements or annexation, no longer meet current regulations. There are three types of nonconformity, as described below:

Nonconforming structure: Buildings that do not conform to current dimensional standards in one or more areas, such as setbacks to property lines, height, lot coverage or are nonconforming to design standards.

Nonconforming use: Use of property that is not permitted under current zoning regulations.

Nonconforming lot: Lot that does not meet minimum size or width requirements.

Nonconforming uses are one area of law is not regulated by the state. So local communities are free, within constitutional limits, to establish their own standards for nonconforming situations.

EXISTING CODE

The current City code relating to nonconforming uses is set forth in Chapter 23.66 of the municipal code, along with the definition of a nonconforming use found in Section 23.06.0925:

23.06.925 Use – Nonconforming.
"Use – nonconforming" means the use of a building or other structure or of a tract of land which does not conform to the use regulations of this title for the district in which it is located, either at the effective date of the ordinance codified in this title or as a result of subsequent amendments which may be incorporated into this title.

23.66.010 Nonconforming uses of land and buildings – Continuance.
Any nonconforming use of land or buildings lawfully existing at the effective date of the ordinance codified in this title may be continued subject to the provisions of RMC 23.66.020 through 23.66.040.

23.66.020 Nonconforming uses of land and buildings – Yard, area and building design requirements.
Any building or structure conforming as to use but nonconforming as to height, lot area, lot coverage, or yards at the effective date of the ordinance codified in this title may be altered, repaired or extended; provided, that such alteration, repair, or extension shall not increase the existing degree of nonconformance.

23.66.030 Nonconforming uses and buildings – Termination.
Any nonconforming use not involving a structure, or one involving a fence or similar landscape enclosure or one involving a structure having an assessed value of less than $100.00 on the effective date of the ordinance codified in this title may be continued for no longer than one year after said date and any nonconforming use involving a structure having an assessed value of more than $100.00 but less than $300.00 on the effective date of the ordinance codified in this title may be continued for no longer than two years after said date.

23.66.040 Nonconforming uses and buildings – Limitations.
Any nonconforming building or part thereof may be maintained with ordinary repair; provided, however, no such building or part shall be extended, expanded, or structurally altered, except as otherwise required by law, nor shall a nonconforming use be extended, enlarged or expanded.

Any change of a nonconforming use in a conforming building shall be to a conforming use.

A nonconforming building or part thereof which has been unoccupied continuously for a period of one year or more shall not be reoccupied except by a conforming use.

A nonconforming use of a fractional part of a building shall not be extended throughout the building.

CONSIDERATIONS

Nonconforming uses are those which are not desired uses at least within their present location. The intent of the zoning code would be to eliminate those uses. However, eliminating nonconforming uses altogether would likely be unconstitutional or at least unfair. Therefore, some appropriate balance is needed to provide for a reasonable regulation that is both fair to the property owner and which accomplishes the purpose of the zoning regulation.

The proposed code provides much greater specificity in regulating nonconforming uses. This provides property owners and lenders more certainty in knowing how the City will regulate nonconforming properties.

Fortunately, Richland has relatively few nonconforming uses. The greatest concentration of nonconforming uses can be found in the Island View area.

PROPOSED CODE CHANGES

Staff is recommending that the existing code language be replaced entirely with the attached draft language. The proposed code amendment includes the following provisions. The items listed below summarize the differences between the proposed amendment and the existing code language:

- Defines nonconforming lots and explicitly allows for conforming structures to be built on them;
- Provides that nonconforming uses can be maintained but not enlarged or expanded, as does the existing code;
- Establishes that nonconforming use remain valid unless they cease operation for a period of 12 months;
- Provides that the owner of a nonconforming use that has ceased for more than 12 months may apply for an extension to the Hearing Examiner;
- Prohibits changes in structures that contain nonconforming uses, unless the change is made to accommodate a permitted use;
- Provides for one nonconforming use to be exchanged for another one if the Hearing Examiner determines that the proposed use is more appropriate to the zone that the existing nonconforming use;
- Allows nonconforming structures to be altered or enlarged as long as the alteration or enlargement does not increase the structure's nonconformity, as the existing code does;
- Requires that whenever a nonconforming structure is moved that it moved so that it becomes a conforming structure;
- Limits ordinary maintenance and repair of structures housing nonconforming uses to 20% of the assessed value of the building in any year;
- Limits repair of fire or other damage to no more than 50% of the assessed value of the nonconforming structure;
- Requires nonconforming parking lots to be made conforming when such parking lots are doubled in size. If expansion is less than 100%, then only the new portion of the lot needs to be made conforming;
- Requires nonconforming landscape areas to be made conforming when structures on site are modified.
- Clarifies that when a legal use becomes nonconforming and requires a special use permit under a new regulation, the existing use does not require a special use permit unless the use is expanded or enlarged.

SUMMARY

The proposed code amendments would provide specific standards governing nonconforming uses which would be beneficial to both property owners and City staff.

ORDINANCE NO. 01-17

AN ORDINANCE of the City of Richland amending Richland Municipal Code Chapter 23.66, amending regulations for nonconforming lots, uses and structures.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to bring the code into alignment with applicable state law and to eliminate or clarify ambiguity; and

WHEREAS, several sections of the current municipal code related to nonconforming lots, uses and structures allow for ambiguity, which can make application of said provisions challenging; and

WHEREAS, on November 9, 2016, the Planning Commission held a legally advertised public hearing to formally consider amendments to RMC Chapter 23.66 and has unanimously recommended approval of the proposed code amendments.

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

Section 1. Richland Municipal Code, Chapter 23.66, entitled Nonconforming Uses, as enacted by Ordinance No. 28-05 and last amended by Ordinance No. 04-09, shall be amended to read as follows:

Chapter 23.66
NONCONFORMING USES

Sections:
~~23.66.010 – Nonconforming uses of land and buildings – Continuance.~~
~~23.66.020 – Nonconforming uses of land and buildings – Yard, area and building design requirements~~
~~23.66.030 – Nonconforming uses and buildings – Termination.~~
~~23.66.040 – Nonconforming uses and buildings – Limitations.~~

~~**23.66.010 Nonconforming uses of land and buildings – Continuance.**~~
~~Any nonconforming use of land or buildings lawfully existing at the effective date of the ordinance codified in this title may be continued subject to the provisions of RMC 23.66.020 through 23.66.040.~~

~~**23.66.020 Nonconforming uses of land and buildings – Yard, area and building design requirements.**~~
~~Any building or structure conforming as to use but nonconforming as to height, lot area, lot coverage, or yards at the effective date of the ordinance codified in this title may be altered, repaired or extended; provided, that such alteration, repair, or extension shall not increase the existing degree of nonconformance.~~

~~**23.66.030 Nonconforming uses and buildings – Termination.**~~
~~Any nonconforming use not involving a structure, or one involving a fence or similar landscape enclosure or one involving a structure having an assessed value of less than $100.00 on the effective date of the ordinance codified in this title may be continued for no longer than one year after said date and any nonconforming use involving a structure having an assessed value of more than $100.00 but less than $300.00 on the effective date of the ordinance codified in this title may be continued for no longer than two years after said date.~~

~~**23.66.040 Nonconforming uses and buildings – Limitations.**~~
~~Any nonconforming building or part thereof may be maintained with ordinary repair; provided, however, no such building or part shall be extended, expanded, or structurally altered, except as otherwise required by law, nor shall a nonconforming use be extended, enlarged or expanded.~~

~~Any change of a nonconforming use in a conforming building shall be to a conforming use.~~

~~A nonconforming building or part thereof which has been unoccupied continuously for a period of one year or more shall not be reoccupied except by a conforming use.~~

~~A nonconforming use of a fractional part of a building shall not be extended throughout the building.~~

Sections:
23.66.010 Purpose.
23.66.020 Nonconforming lots.
23.66.030 Nonconforming uses.
23.66.040 Nonconforming structures.
23.66.050 Repairs and maintenance.
23.66.060 Nonconforming parking lots.
23.66.070 Nonconforming landscaped areas.
23.66.080 Special uses.

23.66.010 Purpose.
It is the purpose of this chapter to establish limitations on the expansion and extension of nonconforming uses and structures which adversely affect the development and perpetuation of desirable residential, commercial and industrial areas with appropriate groupings of compatible and related uses.

23.66.020 Nonconforming lots.
A lot legally created that does not conform to the minimum area requirements established under the zone in which the lot is located is considered a nonconforming lot. A structure containing a conforming use may be built on any nonconforming lot provided that the applicable dimensional standards, including setbacks, lot coverage and building height as required in this title are met; however; minimum lot width requirements do not have to be met.

23.66.030 Nonconforming uses.
Any preexisting lawful use of land that exists that is made nonconforming under the terms of this title as enacted may be continued, subject to the following provisions:

A. Unless otherwise authorized in this title, no such nonconforming use shall be enlarged or increased nor extended to occupy a greater area and/or height than was occupied at the effective date of adoption of the ordinance codified in this title.

B. If any such nonconforming use ceases for any reason for a period of more than 12 consecutive months, any subsequent use shall conform to the regulations specified by this title for the district in which such use is located. Upon request by the owner, the hearing examiner may grant an extension of time beyond the 12 consecutive months. Such time extensions may be granted by the hearing examiner upon a demonstration of hardship that the owner or tenant of the building had intention of continuing the nonconforming use but were unable to do so due to extraordinary circumstances beyond their control.

C. Unless otherwise authorized in this title, no existing structure devoted to a use not permitted by this title in the zone in which it is located shall be structurally altered except in changing the use of the structure to a use permitted in the zone in which it is located.

D. If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to another nonconforming use; provided that the hearing examiner, by making findings in the specific case, shall find that the proposed use is more appropriate to the zone than the existing nonconforming use. The hearing examiner shall consider the impacts of the existing nonconforming use on the surrounding properties and the anticipated impacts of the proposed new use on the surrounding properties. In permitting such change, the hearing examiner may require appropriate conditions and safeguards in accord with the provisions of this title.

E. Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the zone in which such structure is located, and the nonconforming use may not thereafter be resumed.

23.66.040 Nonconforming structures.

Where a lawful structure exists at the effective date of adoption of the ordinance codified in this title that could not be built under the terms of this title by reason of restrictions on area, lot coverage, height, required yards or other characteristics of the structure, it may be continued so long as the structure remains otherwise lawful subject to the following provisions:

A. No such structure may be enlarged or altered in a way which increases its degree of nonconformity. Alterations, additions or enlargements may be allowed as long as the work done does not extend further into any required yard or violate any other portion of this title. Complete plans shall be required of all work contemplated under this section.

B. Should such structure be moved for any reason or any distance whatsoever, it shall thereafter conform to the regulations for the zone in which it is located after it is moved.

23.66.050 Repairs and maintenance.

If any building is devoted in whole or in part to any nonconforming use, normal maintenance and repair or incidental alterations may be made in any period of 12 consecutive months in accordance with the following limitations:

A. Ordinary maintenance includes minor interior and exterior repairs and incidental alterations. Minor maintenance and repair may include but is not limited to painting, roof repairs and replacement, plumbing, wiring, mechanical equipment replacement, and weatherization. Incidental alterations may include construction of nonbearing walls and partitions. Ordinary maintenance and incidental alterations shall not exceed 20 percent of the value of the building at the time of repair or alteration. The calculation for determining 20 percent of the value shall be based on the records of the assessed value of the structure as determined by the records of the Benton County Assessor and the valuation of the proposed maintenance or alteration as determined by the latest edition of the ICC Building Valuation Data.

B. No building damaged by fire or other causes to the extent of more than 50 percent of the assessed value of the structure as determined by the records of the Benton County Assessor shall be repaired or rebuilt. The calculation for determining 50 percent of the value shall be based on the records of the assessed value of the structure as determined by the records of the Benton County Assessor and the valuation of the proposed repair or rebuild as determined by the latest edition of the ICC Building Valuation Data.

C. Nothing in this chapter shall prevent the strengthening or restoring to a safe condition of any nonconforming building ordered by any official charged with protecting public health or safety.

D. Any structure or portion thereof declared unsafe by the Building Official may be restored to a safe condition and continue as a nonconforming use, unless such repairs exceed 50 percent of the assessed valuation of the structure as determined by the records of the Benton County Assessor. The calculation for determining 50 percent of the value shall be based on the records of the assessed value of the structure as determined by the records of the Benton County Assessor and the valuation of the proposed restoration as determined by the latest edition of the ICC Building Valuation Data.

23.66.060 Nonconforming parking lots.

A. Nothing contained in this chapter shall be construed to require a change in any aspect of a structure or facility covered thereunder including, without limitation, parking lot layout, loading space requirements and curb cuts, for any structure or facility which existed on the date of adoption of the ordinance codified in this title.

B. If a change of use takes place or an addition is proposed which requires an increase in the parking area by an increment less than 50 percent, the requirements shall be complied with for the additional parking area.

C. If a change of use takes place, or an addition is proposed, which requires an increase in the parking area by an increment greater than 50 percent, the requirements shall be complied with for the entire parking area.

23.66.070 Nonconforming landscaped areas.

A. Adoption of the landscaping regulations contained in this title shall not be construed to require a change in the landscaped improvements for any legal landscape area which existed on the date of adoption of the ordinance codified in this title, unless and until a change of use or alteration of the structure is proposed.

B. At such time as a change is proposed for a use or structure and associated premises which does not comply with the landscape requirements of this title, a landscape plan which conforms to the requirements of this title shall be submitted to the City for approval. Once approved, the landscape plan shall be completed prior to the time a Certificate of Occupancy is issued for the project.

23.66.080 Special uses.

A legal use does not become nonconforming because the zone in which it is located is changed to a zone which requires a special use permit for the use, or because the use is changed from an allowed use to a special use within the same zone; provided, however, that expansion of the use may not be allowed or

buildings may not be enlarged without first obtaining a special use permit, as long as the use remains the same.

23.66.090 Nonconforming shoreline uses

In addition to the regulations set forth within this chapter, for any property falling under the jurisdiction of the Shoreline Management Act RCW 98.50, the Administrator shall find that alteration, repair, or extension of any nonconforming use or structure is consistent with the master program, including requirements for no net loss of shoreline ecological functions.

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

PASSED by the City Council of the City of Richland on this _____day of _____, 2017.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

Date Published: _____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 01-17, Authorizing a Purchase Order Contract with Pacific Pole Inspections for Utility Pole Inspection and Replacement

Department:	Ordinance/Resolution Number:	Document Type:
Energy Services	01-17	Resolution

Recommended Motion:
Motion to adopt Resolution No. 01-17, authorizing the City Manager to sign and execute a purchase order contract with Pacific Pole Inspections for utility pole inspection and replacement.

Summary:
Annually, contract crews inspect and treat wood utility poles in a designated percentage of the City's service area to ensure they meet certain strength requirements for the safety of employees and the general public. Wood poles are on a 12-year inspection cycle. In addition to ensuring the strength requirement of the pole, this program extends the service life of the pole through optional reinforcement and fire retardant treatment in areas susceptible to range land fires.

The City chose to use a cooperative purchasing arrangement for the selection process of a utility pole inspection and treatment contractor. RCW 39.34.030 allows the City to enter into a Cooperative Purchasing Agreement with Benton PUD. The solicitation, evaluation, and award process conducted by Benton PUD meets the City of Richland's procurement requirements.

Benton PUD advertised Bid Package 16-22 requesting bids for wood pole inspection and treatment using their prequalification list. Three bids were received. BPUD awarded the contract to Pacific Pole Inspections. Pacific Pole Inspections is currently working at Franklin PUD and Benton PUD. Both PUDs are satisfied with their work and recommend them as a contractor.

Staff recommends approval of Resolution 01-17.

Fiscal Impact:	Utility pole inspection, treatment and replacement services are included in the City's 2017 Capital Improvement Plan, and funding is included in the Electric Utility Fund of the City's 2017 approved budget. This time and materials contract is not to exceed $52,000.

Attachments:
1. Draft Resolution No. 01-17
2. Benton PUD Bid Package 16-22 Summary
3. Benton PUD 11/29/16 Minutes - Approval of Award

RESOLUTION NO. 01-17

A RESOLUTION of the City of Richland authorizing the execution of a Purchase Order Contract with Pacific Pole Inspections for utility pole inspections and replacement services.

WHEREAS, the City of Richland owns and maintains utility poles; and

WHEREAS, the City contracts crews to inspect and treat wood utility poles in a designated percentage of the City's service area to ensure they meet certain strength requirements for the safety of employees and the general public; and

WHEREAS, an inspection contract was last awarded five years ago and has now expired; and

WHEREAS, RCW 39.34.030 allows the City to enter into Cooperative Purchasing Agreements with other public agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by Benton PUD meets the City of Richland's procurement requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to sign and execute a Purchase Order Contract between the City and Pacific Pole Inspections for utility pole inspections and treatment services.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

BENTON PUD
Wood Pole Inspection & Treatment
Bid Package #16-22
Recap

Bidder	**Total Bid Price**
Pacific Pole Inspection Kelso, WA	$146,345.00 (G-Fume)
Pacific Pole Inspection Kelso, WA	$169,745.00
Mi-Tech Services, Inc. Fond de Lac, WI	$184,214.50
Osmose Utilities Services, Inc. Peachtree City, GA	$195,186.70

PUBLIC UTILITY DISTRICT NO. 1
OF
BENTON COUNTY

Date: November 29, 2016
Time: 9:00 a.m.
Place: 2721 West 10th Avenue, Kennewick, Washington

Attendees:
Commissioners Sanders, Bush and Hall
General Manager Bartram
Assistant General Manager Hunter
Legal Counsel Hultgrenn
Senior Director of Engineering and Power Management Dunn
Director of Finance Meyer
Director of Customer Programs and Services Ball
Manager of Power Resources Johnson
Manager of Human Resources Wenner
Manager of Information Technology Folta
Manager of Communications and Governmental Relations Miller
Manager of Contracts and Purchasing Ochweri
Manager of Key Accounts McAloon
Supervisor of System Engineering Edwards
Supervisor of Risk Management & Treasury White
Supervisor of Executive Administration Cole
Financial Analyst Pryor
Executive Assistant – AGM Schlekewey

Guests: Greg Marney, Rich Nall and Tonya Tier, Northwest Open Access Network (NoaNet); Larry Felton, Bonneville Power Administration (BPA)

The Pledge of Allegiance was given.

Open Public Hearing – Discussion on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, Kennewick, Washington
President Lori Sanders opened the public hearing at 9:00 a.m. and stated the purpose of the public hearing was to hear staff recommendation and accept public comments on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, in Kennewick, Washington.

Supervisor of System Engineering gave a presentation on the property located at 401 North Hartford Street, Kennewick, and reviewed the portion of the property recommended to surplus and sell. Supervisor stated the fair market value of the property was determined to be $28,772,

which was the price included in the proposed "Agreement to Purchase and Sell Real Estate", and that the property was surplus to the District's needs.

At 9:10 a.m., President Lori Sanders asked for public comment and none was received.

At 9:11 a.m., President Lori Sanders closed the public hearing.

Resolution No. 2386, Property Surplus and Sale – A portion of Benton PUD Future Substation Property Located at 401 North Hartford Street, Kennewick, Washington
Supervisor of System Engineering recommended the Commission adopt a resolution to surplus and sell a portion of District-owned property located at 401 North Hartford Street, Kennewick, Washington.

A brief discussion was held on other properties owned by the District.

Motion by Barry Bush, seconded by Jeff Hall to adopt Resolution No. 2386, declaring certain property surplus to the District's needs, and authorizing the sale of certain property located at 401 North Hartford Street, Kennewick, Washington.
MOTION CARRIED UNANIMOUSLY.

Management Report
General Manager:
1. A draft Designation of Representatives for 2017 was distributed. A final recommendation will be brought to the December 13, 2016 commission meeting. A discussion was held on the District's current membership with the Benton Franklin Council of Governments, and after discussion the Commission concurred to cancel the membership at this time and remove from the Designation of Representatives for 2017.

Manager of Communications and Governmental Relations:
1. A recap of the Columbia River System Operations meeting held by federal agencies in Pasco on the subject of breaching the Snake River dams was provided and an editorial and article from the Tri-City Herald were distributed.

Senior Director of Engineering and Power Management:
1. The Commission was updated on the Pacific PUD pole attachment case which ruled in favor of Pacific PUD. Legal Counsel briefed the Commission on possible next steps that may occur. Senior Director discussed Consent Agenda Item 6g as representing one of the creative strategies the District is implementing in order to deal with pole attachment deficiencies.

Consent Agenda
Motion by Barry Bush, seconded by Jeff Hall to approve the Consent Agenda as follows:
a) Approving the minutes of the regular commission meeting of November 15, 2016.
b) Approving the minutes of public hearing on preliminary 2017 budget of November 7, 2016.

c) Approving the Periodic Travel Report dated November 29, 2016.

d) Approving Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing made available to the Commission. As of this date, the Commission does approve the following for payment: Accounts Payable: Automated Clearing House (ACH) payments 16416-16495 in the total amount of $708,824.14, Warrants (CHK) 66086-66131 66233-66241 in the total amount of $351,412.72, Electronic Fund Transfer (EFT) Payments 3747-3757 in the total amount of $959,671.18, Customer Refund (CC&B) payments 66132-66232 in the total amount of $15,048.58; Residential Conservation Rebates: Credits on Customer Accounts in the total amount of $160.00; Payroll: Direct Deposit 11/17/16 52808-52967 in the total amount of $330,549.25, for a grand total of $2,365,665.87. For November 2016, cancelled CC&B in the total amount of $286.59 and voided ACH in the total amount of $9,601.34 were included on the report.

e) Awarding Contract No. 16-21 for Electric Utility Tree Pruning-Vegetation Management, to Boyd's Tree Service of Kennewick, Washington, for the total amount of $676,000, with the option to extend for four (4) additional one year terms.

f) Awarding Contract No. 16-22 for Wood Pole Inspection and Treatment to Pacific Pole Inspections, of Kelso, Washington, for the total amount of $169,745, plus Washington State sales tax in accordance with RCW 54.04.080, for a term of one year with an option to extend for four (4) additional one year terms.

g) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 6 of Contract No. 10-21-12 with Falcon Video Communications, LP dba Charter Communications, for Benton PUD to furnish and retain ownership of communications cross-arms as a means to correct NESC violations related to Charter's pole attachments on District poles, with Charter personnel installing the cross-arms at no charge.

h) Reviewing Strategic Plan – 2016-2017 Addendum.

MOTION CARRIED UNANIMOUSLY.

2017 Preliminary Budget – Close Public Comment Period

Director of Finance stated no public comments were received on the preliminary 2017 budget since the District's public hearing held on November 7, 2016.

Motion by Jeff Hall, seconded by Barry Bush to close the public comment period on the 2017 Preliminary Budget.

MOTION CARRIED UNANIMOUSLY.

Director of Finance gave a presentation update on the District's financial forecast, noting that BPA has published its first BP-18 Power and Transmission Rate proposal, which is slightly lower than what was assumed in the 2017 preliminary budget. The District's preliminary budget has been adjusted accordingly.

Supervisor of Risk Management and Treasury updated the Commission on changes to the budget, stating net power costs are reduced by $0.5 million and 2017 revenue increase assumptions are lowered to 2.9%.

Resolution No. 2387, Declaring December 15, 2016 as Hydropower Appreciation Day in Benton County

Manager of Communications and Governmental Relations recommended the Commission adopt a resolution declaring December 15, 2016 as Hydropower Appreciation Day. In order to show support of the dams and to promote the multitude of benefits of the hydro system, PUDs across the state are passing similar resolutions.

Motion by Barry Bush, seconded by Jeff Hall approving Resolution No. 2387, declaring December 15, 2016 as Hydropower Appreciation Day in Benton County.
MOTION CARRIED UNANIMOUSLY.

At 9:40 a.m., President Lori Sanders announced that the commission meeting would recess for 10 minutes.

At 9:50 a.m., President Lori Sanders announced that the commission meeting would reconvene into regular open public session.

Broadband Workshop – Strategic Discussion

General Manager stated that periodically commission workshops are held on issues relating to broadband or when opportunities arise, with the most recent workshop being held in May of 2015 with Mr. Tim Blodgett. General Manager stated that no recommendations are being requested today; however a presentation is planned on some identified opportunities.

Senior Director of Engineering and Power Management introduced Mr. Greg Marney, Mr. Rich Nall, and Ms. Tonya Tier, of the Northwest Open Access Network (NoaNet). Senior Director reviewed Schedule A of the District's current policy on telecommunications, stating that District and NoaNet staff recommend the District consider taking action to restructure rates to increase the value of the broadband system to customers and increase cash flows over the long term.

Mr. Nall briefly discussed what was occurring in the market with the retail service providers. Senior Director held a discussion with the Commission on marketing new services.

Concluding the presentation, Senior Director recommended the Commission consider a pilot project, starting at an initial 60 days, revising the existing line extension policy with up to a $10,000 credit towards construction, and bundling transport and internet rates (Access Internet). The Commission held a discussion on asking the retail service providers to document the pilot project to identify statistics. Senior Director stated he could develop a template for use.

President Lori Sanders asked if there were any public comments. Mr. Felton, BPA, asked if business owners of property could help control their costs for example by digging their own

trench and Senior Director noted staff always works with property owners to determine if costs can be lowered.

The Commission concurred with staff's direction of preparing for a pilot project, and asked for a recommendation on the pilot at an upcoming commission meeting.

Executive Session

At 11:30 a.m., President Lori Sanders announced that the Commission would go into Executive Session with legal counsel for 10 minutes to discuss potential litigation.

At 11:40 a.m., President Lori Sanders announced that the commission meeting would continue in Executive Session for the same purpose with legal counsel an additional 20 minutes.

At 12:00 p.m., President Lori Sanders reconvened the commission meeting into regular open public session.

General Manager distributed a public records request from Stoel Rives relating to power sales or power purchase agreements.

Hearing no objection, President Lori Sanders adjourned the Commission Meeting at 12:05 p.m.

Lori Kays-Sanders, President

ATTEST:

Jeffrey D. Hall, Secretary

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 02-17, Authorizing a Purchase Order Contract with Boyd's Tree Service, LLC for Tree Pruning and Vegetation Management

Department:	Ordinance/Resolution Number:	Document Type:
Energy Services	02-17	Resolution

Recommended Motion:
Adopt Resolution No. 02-17, authorizing the City Manager to sign and execute a purchase order contract between the City and Boyd's Tree Service, LLC for tree pruning and vegetation management control.

Summary:
Annually, contract crews trim trees within utility power lines and manage vegetation in and around substations and utility infrastructure. This helps to improve safety by maintaining safe and proper clearances while improving reliability by reducing tree-related power outages.

The City chose to use a cooperative purchasing arrangement for the selection process of a tree trimming and vegetation management contractor. RCW 39.34.030 allows the City to enter into a Cooperative Purchasing Agreement with Benton PUD (BPUD). The solicitation, evaluation and award process conducted by BPUD meets the City of Richland's procurement requirements.

BPUD advertised Bid Package 16-21 requesting bids for electric utility tree pruning-vegetation management using their prequalification list, and two bids were received. BPUD awarded the contract to Boyd's Tree Service, LLC on November 29, 2017. Boyd's Tree Service, LLC has worked for City of Richland recently, and staff is satisfied with their work.

Staff recommends approval of Resolution 02-17.

Fiscal Impact:	Tree trimming and vegetation management services are included in the City's 2017 Capital Improvement Plan, and funding is included in the Electric Utility Fund of the City's 2017 approved budget. This time and materials contract is not to exceed $350,000.

Attachments:
1. Draft Resolution No. 02-17
2. Benton PUD Bid Tab 16-21 Summary
3. BPUD 11/29/16 Commission Minutes

RESOLUTION NO. 02-17

A RESOLUTION of the City of Richland authorizing the execution of a purchase order contract with Boyd's Tree Service LLC for tree trimming and vegetation management services.

WHEREAS, the City of Richland owns and maintains power lines throughout our service area; and

WHEREAS, trees must be pruned annually to maintain safe and proper clearances of overhead electrical lines; and

WHEREAS, the City contracts outside service crews to trim trees within power lines and manage vegetation in and around substations to reduce tree-related power outages; and

WHEREAS, a tree trimming and vegetation management contract was last awarded five years ago and has now expired; and

WHEREAS, RCW 39.34.030 allows the City to enter into Cooperative Purchasing Agreements with other public agencies; and

WHEREAS, the solicitation, evaluation, and award process conducted by Benton PUD meets the City of Richland's procurement requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to sign and execute a purchase order contract between the City of Richland and Boyd's Tree Service LLC for tree trimming and vegetation management services.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

ATTACHMENT

BENTON PUD
Electric Utility Tree Pruning Vegetation Management
Bid Package #16-21
Recap

Bidder	**Class A3B – Rate Per Hour**
Boyd's Tree Service Kennewick, WA	$185.98

Additional Equipment	
60'-70' Elevator Lift	$25.00
Skid Steer Mower w/Fecon head	$185.75
90' Aerial Man-lift	$97.20
4x4 Truck Mounted Self feed Chipper	$15.95
Hydraulic Excavator w/Slashbuster Head	$197.20

Bidder	**Class A3B – Rate Per Hour**
Asplundh Tree Expert Co. Kenmore, WA	$188.40

Additional Equipment	
60'-70' Elevator Lift	$21.00
Skid Steer Mower w/Fecon head	$175.00
90' Aerial Man-lift	$61.00
4x4 Truck Mounted Self feed Chipper	$8.25
Hydraulic Excavator w/Slashbuster Head	$210.00

PUBLIC UTILITY DISTRICT NO. 1
OF
BENTON COUNTY

Date: November 29, 2016
Time: 9:00 a.m.
Place: 2721 West 10th Avenue, Kennewick, Washington

Attendees:
Commissioners Sanders, Bush and Hall
General Manager Bartram
Assistant General Manager Hunter
Legal Counsel Hultgrenn
Senior Director of Engineering and Power Management Dunn
Director of Finance Meyer
Director of Customer Programs and Services Ball
Manager of Power Resources Johnson
Manager of Human Resources Wenner
Manager of Information Technology Folta
Manager of Communications and Governmental Relations Miller
Manager of Contracts and Purchasing Ochweri
Manager of Key Accounts McAloon
Supervisor of System Engineering Edwards
Supervisor of Risk Management & Treasury White
Supervisor of Executive Administration Cole
Financial Analyst Pryor
Executive Assistant – AGM Schlekewey

Guests: Greg Marney, Rich Nall and Tonya Tier, Northwest Open Access Network (NoaNet); Larry Felton, Bonneville Power Administration (BPA)

The Pledge of Allegiance was given.

Open Public Hearing – Discussion on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, Kennewick, Washington
President Lori Sanders opened the public hearing at 9:00 a.m. and stated the purpose of the public hearing was to hear staff recommendation and accept public comments on the District's consideration to surplus and sell a portion of real property located at 401 North Hartford Street, in Kennewick, Washington.

Supervisor of System Engineering gave a presentation on the property located at 401 North Hartford Street, Kennewick, and reviewed the portion of the property recommended to surplus and sell. Supervisor stated the fair market value of the property was determined to be $28,772,

which was the price included in the proposed "Agreement to Purchase and Sell Real Estate", and that the property was surplus to the District's needs.

At 9:10 a.m., President Lori Sanders asked for public comment and none was received.

At 9:11 a.m., President Lori Sanders closed the public hearing.

Resolution No. 2386, Property Surplus and Sale – A portion of Benton PUD Future Substation Property Located at 401 North Hartford Street, Kennewick, Washington
Supervisor of System Engineering recommended the Commission adopt a resolution to surplus and sell a portion of District-owned property located at 401 North Hartford Street, Kennewick, Washington.

A brief discussion was held on other properties owned by the District.

Motion by Barry Bush, seconded by Jeff Hall to adopt Resolution No. 2386, declaring certain property surplus to the District's needs, and authorizing the sale of certain property located at 401 North Hartford Street, Kennewick, Washington.
MOTION CARRIED UNANIMOUSLY.

Management Report
General Manager:
1. A draft Designation of Representatives for 2017 was distributed. A final recommendation will be brought to the December 13, 2016 commission meeting. A discussion was held on the District's current membership with the Benton Franklin Council of Governments, and after discussion the Commission concurred to cancel the membership at this time and remove from the Designation of Representatives for 2017.

Manager of Communications and Governmental Relations:
1. A recap of the Columbia River System Operations meeting held by federal agencies in Pasco on the subject of breaching the Snake River dams was provided and an editorial and article from the Tri-City Herald were distributed.

Senior Director of Engineering and Power Management:
1. The Commission was updated on the Pacific PUD pole attachment case which ruled in favor of Pacific PUD. Legal Counsel briefed the Commission on possible next steps that may occur. Senior Director discussed Consent Agenda Item 6g as representing one of the creative strategies the District is implementing in order to deal with pole attachment deficiencies.

Consent Agenda
Motion by Barry Bush, seconded by Jeff Hall to approve the Consent Agenda as follows:
a) Approving the minutes of the regular commission meeting of November 15, 2016.
b) Approving the minutes of public hearing on preliminary 2017 budget of November 7, 2016.

c) Approving the Periodic Travel Report dated November 29, 2016.

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f) Awarding Contract No. 16-22 for Wood Pole Inspection and Treatment to Pacific Pole Inspections, of Kelso, Washington, for the total amount of $169,745, plus Washington State sales tax in accordance with RCW 54.04.080, for a term of one year with an option to extend for four (4) additional one year terms.

g) Authorizing the General Manager, on behalf of the District, to sign Change Order No. 6 of Contract No. 10-21-12 with Falcon Video Communications, LP dba Charter Communications, for Benton PUD to furnish and retain ownership of communications cross-arms as a means to correct NESC violations related to Charter's pole attachments on District poles, with Charter personnel installing the cross-arms at no charge.

h) Reviewing Strategic Plan – 2016-2017 Addendum.

MOTION CARRIED UNANIMOUSLY.

2017 Preliminary Budget – Close Public Comment Period

Director of Finance stated no public comments were received on the preliminary 2017 budget since the District's public hearing held on November 7, 2016.

Motion by Jeff Hall, seconded by Barry Bush to close the public comment period on the 2017 Preliminary Budget.

MOTION CARRIED UNANIMOUSLY.

Director of Finance gave a presentation update on the District's financial forecast, noting that BPA has published its first BP-18 Power and Transmission Rate proposal, which is slightly lower than what was assumed in the 2017 preliminary budget. The District's preliminary budget has been adjusted accordingly.

Supervisor of Risk Management and Treasury updated the Commission on changes to the budget, stating net power costs are reduced by $0.5 million and 2017 revenue increase assumptions are lowered to 2.9%.

Resolution No. 2387, Declaring December 15, 2016 as Hydropower Appreciation Day in Benton County

Manager of Communications and Governmental Relations recommended the Commission adopt a resolution declaring December 15, 2016 as Hydropower Appreciation Day. In order to show support of the dams and to promote the multitude of benefits of the hydro system, PUDs across the state are passing similar resolutions.

Motion by Barry Bush, seconded by Jeff Hall approving Resolution No. 2387, declaring December 15, 2016 as Hydropower Appreciation Day in Benton County.
MOTION CARRIED UNANIMOUSLY.

At 9:40 a.m., President Lori Sanders announced that the commission meeting would recess for 10 minutes.

At 9:50 a.m., President Lori Sanders announced that the commission meeting would reconvene into regular open public session.

Broadband Workshop – Strategic Discussion

General Manager stated that periodically commission workshops are held on issues relating to broadband or when opportunities arise, with the most recent workshop being held in May of 2015 with Mr. Tim Blodgett. General Manager stated that no recommendations are being requested today; however a presentation is planned on some identified opportunities.

Senior Director of Engineering and Power Management introduced Mr. Greg Marney, Mr. Rich Nall, and Ms. Tonya Tier, of the Northwest Open Access Network (NoaNet). Senior Director reviewed Schedule A of the District's current policy on telecommunications, stating that District and NoaNet staff recommend the District consider taking action to restructure rates to increase the value of the broadband system to customers and increase cash flows over the long term.

Mr. Nall briefly discussed what was occurring in the market with the retail service providers. Senior Director held a discussion with the Commission on marketing new services.

Concluding the presentation, Senior Director recommended the Commission consider a pilot project, starting at an initial 60 days, revising the existing line extension policy with up to a $10,000 credit towards construction, and bundling transport and internet rates (Access Internet). The Commission held a discussion on asking the retail service providers to document the pilot project to identify statistics. Senior Director stated he could develop a template for use.

President Lori Sanders asked if there were any public comments. Mr. Felton, BPA, asked if business owners of property could help control their costs for example by digging their own

trench and Senior Director noted staff always works with property owners to determine if costs can be lowered.

The Commission concurred with staff's direction of preparing for a pilot project, and asked for a recommendation on the pilot at an upcoming commission meeting.

Executive Session

At 11:30 a.m., President Lori Sanders announced that the Commission would go into Executive Session with legal counsel for 10 minutes to discuss potential litigation.

At 11:40 a.m., President Lori Sanders announced that the commission meeting would continue in Executive Session for the same purpose with legal counsel an additional 20 minutes.

At 12:00 p.m., President Lori Sanders reconvened the commission meeting into regular open public session.

General Manager distributed a public records request from Stoel Rives relating to power sales or power purchase agreements.

Hearing no objection, President Lori Sanders adjourned the Commission Meeting at 12:05 p.m.

Lori Kays-Sanders, President

ATTEST:

Jeffrey D. Hall, Secretary

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 03-17, Approving the Preliminary Plat of Jolianna Heights

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	03-17	Resolution

Recommended Motion:
Adopt Resolution No. 03-17, Approving the Preliminary Plat of Jolianna Heights.

Summary:
Wes Hodges has requested approval of the Jolianna Heights preliminary plat, a division of 28.4 acres into 55 single family residential lots. The property is located in South Richland, south of Shockley Road, north of Westcliffe Boulevard and west of Apple Cider Court.

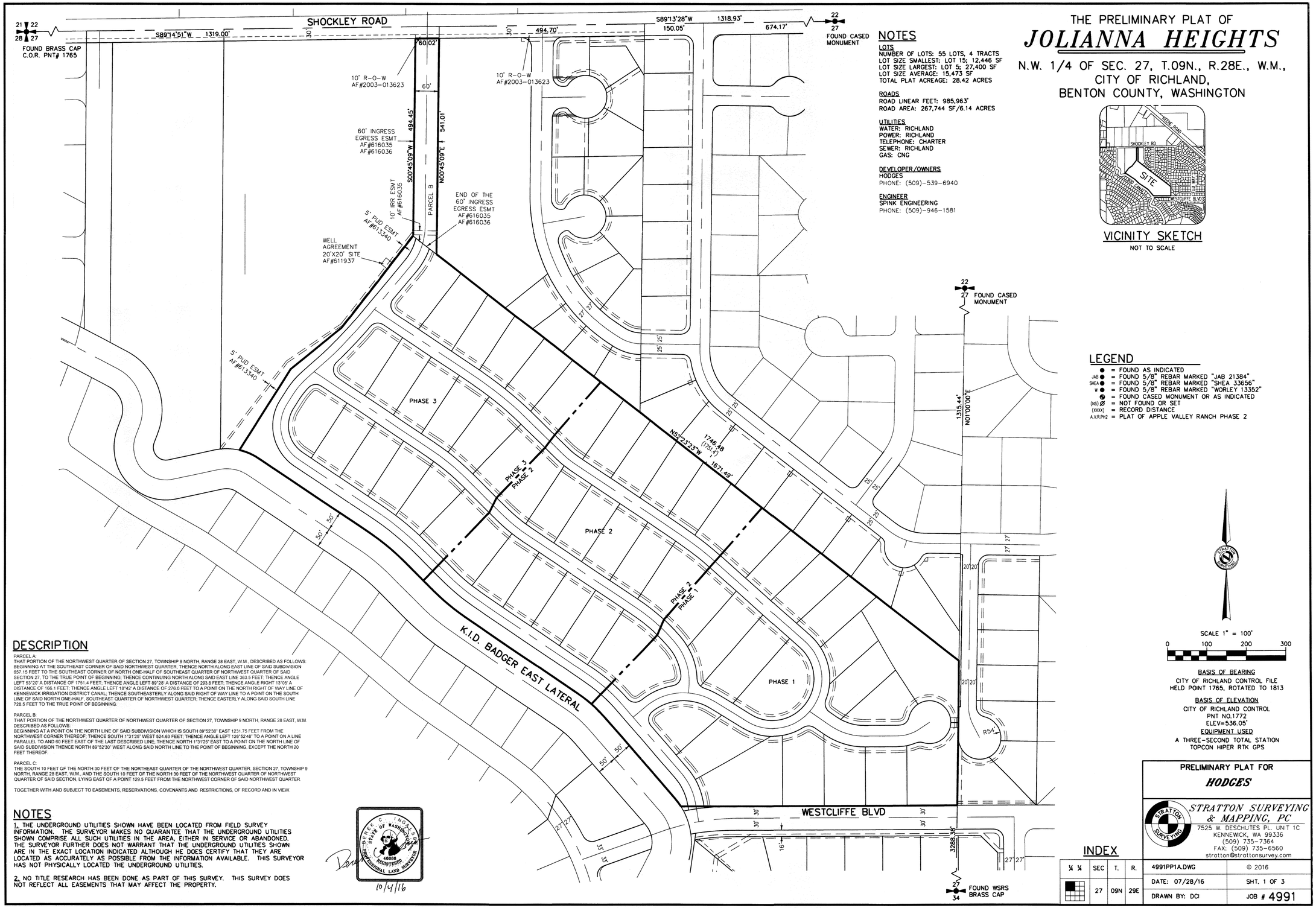
On November 17, 2016, the Hearing Examiner conducted a public hearing to consider the application, and on December 21, 2106, he issued a written report recommending approval of the application. Both the Examiner's report and the staff report presented to the Examiner are attached. Proposed Resolution No. 03-17 will approve the preliminary plat application of Jolianna Heights subject to the recommended conditions of approval.

Fiscal Impact: Approval of the preliminary plat application will not result in direct fiscal impacts to the City. Over time, as the project is developed, property values will increase, resulting in additional tax revenue to the City along with an increased demand for City services.

Attachments:
1. Exhibit A - Plat Map
2. Exhibit B - Plat Conditions
3. Hearing Examiner Recommendation
4. Staff Report
5. Resolution 01-17

THE PRELIMINARY PLAT OF
JOLIANNA HEIGHTS

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



NOTES

LOTS
NUMBER OF LOTS: 55 LOTS, 4 TRACTS
LOT SIZE SMALLEST: LOT 15; 12,446 SF
LOT SIZE LARGEST: LOT 5; 27,400 SF
LOT SIZE AVERAGE: 15,473 SF
TOTAL PLAT ACREAGE: 28.42 ACRES

ROADS
ROAD LINEAR FEET: 985,963'
ROAD AREA: 267,744 SF/6.14 ACRES

UTILITIES
WATER: RICHLAND
POWER: RICHLAND
TELEPHONE: CHARTER
SEWER: RICHLAND
GAS: CNG

DEVELOPER/OWNERS
HODGES
PHONE: (509)-539-6940

ENGINEER
SPINK ENGINEERING
PHONE: (509)-946-1581

VICINITY SKETCH
NOT TO SCALE

LEGEND

- ● = FOUND AS INDICATED
- JAB ● = FOUND 5/8" REBAR MARKED "JAB 21384"
- SHEA ● = FOUND 5/8" REBAR MARKED "SHEA 33656"
- W ● = FOUND 5/8" REBAR MARKED "WORLEY 13352"
- ◎ = FOUND CASED MONUMENT OR AS INDICATED
- (NS) Ø = NOT FOUND OR SET
- (XXXX) = RECORD DISTANCE
- A.V.R.PH2 = PLAT OF APPLE VALLEY RANCH PHASE 2

SCALE 1" = 100'
0 100 200 300

BASIS OF BEARING
CITY OF RICHLAND CONTROL FILE
HELD POINT 1765, ROTATED TO 1813

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL
PNT NO.1772
ELEV=536.05'

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
TOPCON HIPER RTK GPS

DESCRIPTION

PARCEL A:
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH ALONG EAST LINE OF SAID SUBDIVISION 657.15 FEET TO THE SOUTHEAST CORNER OF NORTH ONE-HALF OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 27, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID EAST LINE 363.5 FEET. THENCE ANGLE LEFT 53°20' A DISTANCE OF 1751.4 FEET; THENCE ANGLE LEFT 89°28' A DISTANCE OF 293.8 FEET; THENCE ANGLE RIGHT 13°05' A DISTANCE OF 166.1 FEET; THENCE ANGLE LEFT 18°42' A DISTANCE OF 276.0 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF KENNEWICK IRRIGATION DISTRICT CANAL; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF, SOUTHEAST QUARTER OF NORTHWEST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE 728.5 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1°31'25" WEST 524.63 FEET; THENCE ANGLE LEFT 126°52'48" TO A POINT ON A LINE PARALLEL TO AND 60 FEET EAST OF THE LAST DESCRIBED LINE; THENCE NORTH 1°31'25" EAST TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPT THE NORTH 20 FEET THEREOF.

PARCEL C:
THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SAID SECTION, LYING EAST OF A POINT 129.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER.

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

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. NO TITLE RESEARCH HAS BEEN DONE AS PART OF THIS SURVEY. THIS SURVEY DOES NOT REFLECT ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.

STEVEN C. INGALLS
STATE OF WASHINGTON
48506
REGISTERED PROFESSIONAL LAND SURVEYOR
10/4/16

PRELIMINARY PLAT FOR
HODGES

STRATTON SURVEYING & MAPPING, PC
7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

INDEX

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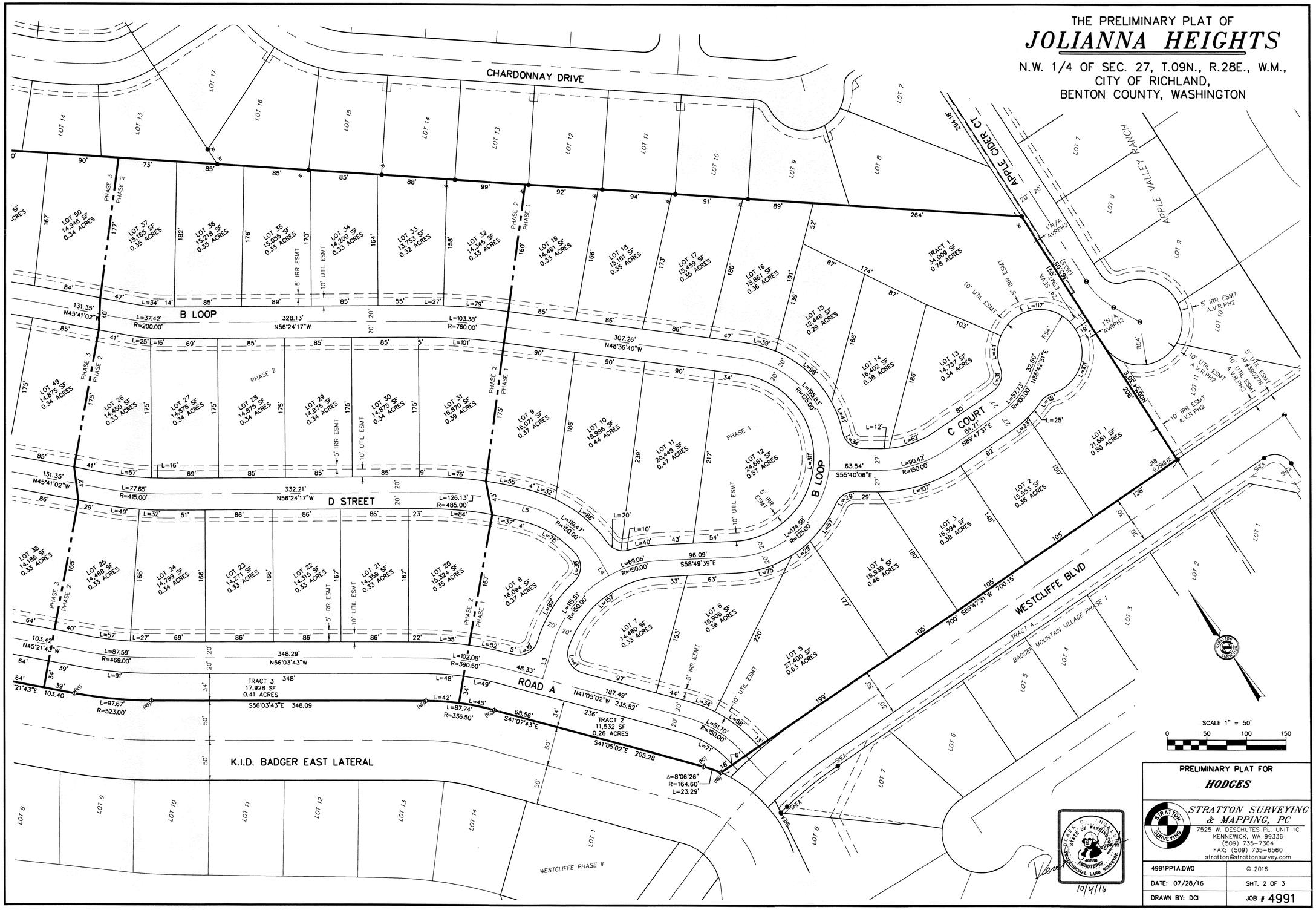
DATE: 07/28/16	SHT. 1 OF 3
DRAWN BY: DCI	JOB # 4991

THE PRELIMINARY PLAT OF

JOLIANNA HEIGHTS

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



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DATE: 07/28/16	SHT. 2 OF 3
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10/4/16

THE PRELIMINARY PLAT OF

JOLIANNA HEIGHTS

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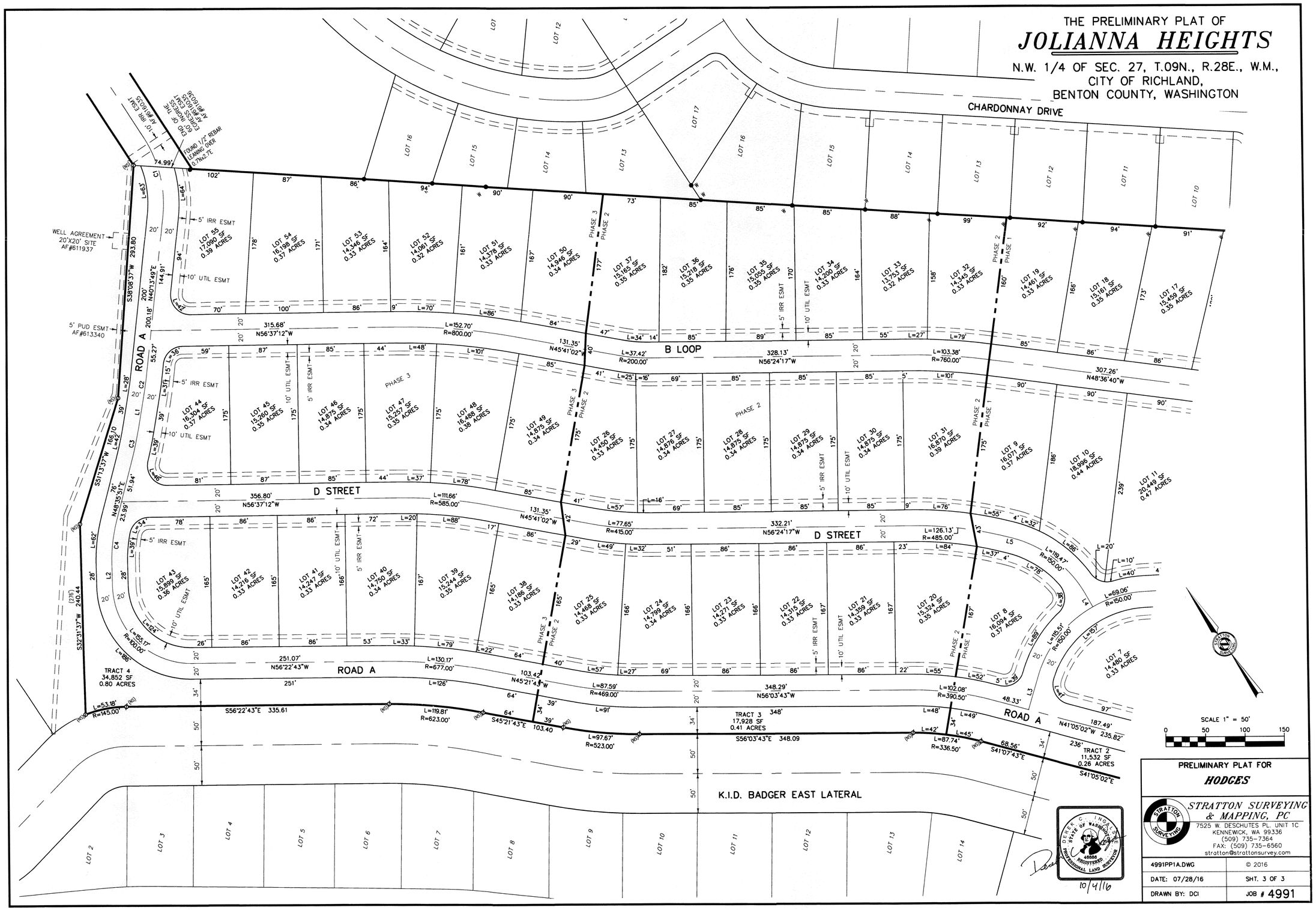

EXHIBIT B

CONDITIONS OF APPROVAL

"Jolianna Heights"
Preliminary Subdivision
File No. S2016-102

A. General.

1. Preliminary plat approval shall be null and void if any condition enumerated herein is not satisfied.

2. As provided in RCW 58.17.140, a final plat meeting all applicable requirements must be submitted to the city for approval within five years of the date of preliminary plat approval; provided, however, the applicant must comply with any otherwise applicable provisions of the city's code, including those pertaining to extension of the approval period presently found at RMC 24.12.055, or as may subsequently be amended.

3. No construction or site development activities related to the plat may be undertaken until the land use and engineering approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.

4. Unless modified by the Public Works Director, Applicant shall comply with requirements of applicable utility service providers, including – but not limited to – purveyors of sewer, water, irrigation, electricity, gas, and telecommunication (phone, internet, television, cable) services.

5. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and or amended by the City.

6. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits/licenses shall be considered conditions for this project.

7. The final engineering plans and final plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.

B. Conditions, based on recommendations from the City's Technical Advisory Committee, Exhibit 11, dated November 10, 2016.

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.

2. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s**):**

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

3. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City's performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **"Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

5. Transportation impact fees as required by Richland Municipal Code (RMC) Chapter 12.03 shall be paid prior to the City's performance of a final inspection for any hew home within the plat boundaries. The following note shall be placed **on the final plat: "Transportation impact fees as required by Richland Municipal Code Chapter 12.03 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

6. If a TEMPORARY Secondary Emergency Vehicle Access (SEVA) road is constructed from the end of the cul-de-sac in the southeast corner of the project site onto Apple Cider Court, such SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent nonemergency access from the project site to or from Apple Cider Court. Any SEVA shall be designed to provide for pedestrian access. [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].

7. The project shall proceed in conformance with the Geotechnical Investigation Report for Jolianna Heights prepared by White Shield, Inc. dated September 26, 2016, including recommendations for review of final site grading and construction plans and engineering observation of soil pretreatment, soil placement and compaction, soil testing, engineering observation of slope construction process, geotechnical engineering approval of final site grading, soil compaction and monitoring of groundwater conditions.

8. Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington as identified by permit conditions issued by the City of Richland and/or the Washington State Department of Ecology.

9. An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion for occurring within the site and to prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.

10. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.

11. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.

12. The applicant shall comply with City and state noise standards throughout the construction of the project.

13. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

14. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all nonresidential tracts within the plat boundaries.

15. If construction of the plat requires the abandonment of the existing domestic well that currently serves adjacent properties, then the applicant shall provide connections to the City water system for all existing users of that domestic well.

16. The applicant is responsible for compliance with all standards and conditions contained in the Kennewick Irrigation District correspondence dated November 1, 2016; provided, any erroneous references to standards or timelines of any city other than Richland are to be ignored, and any comparable standards found in Richland Development standards shall apply. Further, in the event of any conflict between requirements sought by the Irrigation District and city standards, the City Manager or her designee shall have full discretion and authority to make final determinations for purposes of approving final designs, engineering plans and the like for the Jolianna Heights subdivision.

17. The final plat shall clearly identify the location of the United States Bureau of Reclamation Right of Way that exists on or adjacent to the subject property.

18. As the Kennewick Irrigation District requires review and approval of all plat construction plans, the applicant is responsible for providing construction plans to the District concurrent with submittal of said plans to the City.

Format, plans, permits, drawings.

19. All final plans for public improvements shall be submitted prior to pre-con on a 24” x 36” hardcopy format and also electronically in .dwg format compatible with the City’s standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City’s “Record Drawing Requirements”. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City’s standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

20. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

21. 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.

22. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

23. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

24. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.

25. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.

26. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.

27. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

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

29. 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.

30. 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.

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

A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
B. Storm sewer shall be aligned on the south and east side of street centerlines.
C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
D. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
E. Water lines shall be aligned on the south and east side of street centerlines.
F. Watermains larger than 8-inches in diameter shall be ductile iron.
G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
H. All watermains outside areas zoned R1 shall be ductile iron.
I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
L. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
O. The minimum centerline radius for local streets shall be 100-feet.
P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
R. A detailed grading plan shall be included in the submitted plan set.
S. 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.
T. 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.
U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.

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

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

Y. COMMERCIAL ONLY: All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).

Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius style driveways are not allowed.

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

BB. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).

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

32. 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.

33. The City Fire Marshal may require a TEMPORARY secondary emergency vehicle access (SEVA), which can only be required if the two-proposed access points (from the North access road connecting with

Shockley, and from the South, connecting with Westcliffe) are not to be completed or cannot be adequately developed or improved to provide emergency vehicle access before occupancy of homes built in Phases 1 and/or 2 of the subdivision (as shown in Ex. 2, on the preliminary plat site plan sheet 1 of 3). The Temporary SEVA shall be included in the construction plan set and be designed to the following standards:

A. 2-inches compacted gravel, minimum (temp. SEVA only);

B. 2% cross-slope, maximum;

C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal;

D. Be 20-feet in width; and

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

NOTE: There was no showing in the Record that would support a permanent SEVA for the project as proposed, which will have two access points built to city street standards, when the full subdivision is complete. Absent a plat amendment, a permanent SEVA is prohibited as a condition for this project.

Survey Monument Protections.

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

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

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

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

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR. It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Street Conditions.

35. The phase adjacent to and including the 60-foot wide strip of land extending north to Shockley Road labeled as "Parcel B" shall construct a full-width City street in Parcel B with typical frontage improvements on both sides at the time that this phase is constructed. This road shall be 34-feet wide and shall be dedicated as public Right-of-Way on the face of the final plat. Alternatively, if Parcel B is consolidated into one of the adjacent properties to the west or east of it, and the developer of Jolianna Heights can establish a future road alignment through the adjacent parcel to the west of Parcel B and obtain that property owner's consent to the road alignment, then the requirement to construct a road in Parcel B will be nullified. This road should extend northwest from "B Loop" making that a 4-way intersection. This will also remove the short road segment adjacent to lot 55.

36. Street access across Tract 4 shall be provided to the property to the west, even if the street in Parcel B is constructed. The final location of such access shall be noted on the final plat, subject to review and approval by the City Engineer as part of engineering review for any phase of the subdivision that includes Tract 4.

37. Tract 4 (the tract of land running along the west and south boundary of the plat located just outside of the road Right-of-Way), must include a note on final plat documents, subject to review and approval by the City Engineer at the time of engineering review for the applicable phase of the subdivision development, that appropriately identifies the ownership of or encumbrance(s) affecting such tract, and its purpose; i.e. homeowners' association, access and/or utility easement, other owner/entity with access rights, for open space, access, or other lawful purpose.

38. The Technical Advisory Committee Report for the project notes that the proposed plat site plans submitted as part of the application show a 1-foot wide strip of property with a "No Access" easement in an area where a possible secondary emergency vehicle access (SEVA) is depicted on sheet 2 ("Tract A" on the plat of Apple Valley Ranch). If the applicant seeks a temporary SEVA onto Apple Cider Court at such location, permission from the property owner of Tract A will have to be obtained before such approval can be granted by the City. The City's Technical Advisory Committee Report expressly notes that such access "likely isn't needed [because adequate] secondary emergency access could be obtained off of Shockley Road." [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].

39. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).

40. The Jolianna Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

41. The Westcliffe Blvd. frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to Westcliffe is developed. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A fence may be needed at the back of sidewalk, dependent upon the slope constructed adjacent to it. A ten-foot public utility easement along the Westcliffe frontage shall be provided on the face of the final plat.

42. There is an existing Bureau of Reclamation easement and an irrigation drainpipe along the South boundary of the plat that will have to be addressed at the time of phase 1 construction. Please contact the City of Richland Public Works Dept. for more information.

43. A note will be shown on the face of the final plat stating that Westcliffe Blvd. is classified as an "Arterial Collector street". Accordingly, no driveways accessing single-family lots will be allowed onto Westcliffe.

44. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.

45. If the project is to be constructed in phases, all dead-end streets longer than 150- feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If

the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water conditions.

46. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. The closest Tapteal 2 watermain is located in Westcliffe Blvd.to the south, and Shockley Road to the north. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction.

47. In accordance with the City's comprehensive water plan, a portion of the 10-inch "Tapteal 2" water distribution main is designed to run in a north-south direction through this plat. This water main shall be extended to connect the existing main in Shockley Road to the existing main in Westcliffe Blvd. This watermain shall follow the alignment of the road that is extended north to Shockley Road, whether it be in Parcel B or through the neighboring property to the west as outlined in condition #17 above.

48. 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 offsite locations, or oversizing of the main where needed.

49. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer System conditions.

50. The closest sanitary sewer available for this development is located in Shockley Road to the north and also in Apple Cider Court to the east. 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. Any easements or permissions required to cross private property shall be the responsibility of the developer to obtain.

51. 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.

52. As required by the City's municipal code, sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Groundwater.

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

Storm Water conditions.

54. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

55. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

56. The flow-rate of the public storm drainage system shall be designed using the 2- Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

57. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

58. If any existing storm drainage or ground water seepage drains onto the proposed site, or if an on-site underdrain system contributes flow to the property's storm drain system, 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.

59. 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").

60. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it

longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.

61. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

62. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

63. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements.

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

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

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

69. A one-foot “No access / screening easement” will be required along the Westcliffe Blvd. Right of Way, except at the intersection of the proposed street.

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

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

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

BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND

FINDINGS, CONCLUSIONS AND RECOMMENDATION OF APPROVAL "JOLIANNA HEIGHTS" PRELIMINARY PLAT

FILE NUMBER: S2016-102

APPLICANT/OWNER: WES HODGES

APPLICATION: TO SUBDIVIDE 28.4 ACRES INTO 55 SINGLE FAMILY RESIDENTIAL LOTS AND 4 TRACTS

LOCATION: 761 SHOCKLEY ROAD, LOCATED NORTH OF WESTCLIFFE BOULEVARD, SOUTH OF SHOCKLEY ROAD AND WEST OF APPLE CIDER COURT.

PARCEL NUMBER: BENTON COUNTY ASSESSOR PARCEL NO. 1-27982000009000 (26.38 ACRES); THE PLAT ALSO INCLUDES A PRE-EXISTING ACCESS ROUTE, RUNNING THROUGH PROPERTY TO THE NORTH OF THE SITE, CONNECTING WITH SHOCKLEY ROAD.

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: DECEMBER 21, 2016

*NOTE: THE ASSESSOR'S OFFICE ONLINE SUMMARY REPORTS THAT THE SITE IS 26.38 ACRES. THE APPLICATION USES THE SAME FIGURE. THE STAFF REPORT READS 28.4 ACRES. THE DISCREPANCY IS NOT MATERIAL IN THIS APPLICATION, AS THE PROPOSED DENSITY IS WELL-WITHIN CITY ZONING STANDARDS APPLICABLE TO THE PROPERTY.

PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS

Theran W. (Wes) and Laura Hodges, residents of Richland, Washington, are the owners of the property at issue in this matter. *(See Benton County Assessor's online Property Summary for Parcel ID 127982000009000, at 761 Shockley Rd, Richland, WA).* Wes Hodges submitted the underlying application to subdivide the property on or about October 6, 2016. *(Exhibit 1, Preliminary Plat Application).*

The proposed subdivision would divide 28+ acres into a development site with 55 single family residential lots known as the plat of Jolianna Heights, which will be served by City utilities, include internal streets, and four tracts. *(Staff Report, page 2; Exhibit 2, Preliminary Plat Site Plans, see sheet 1 of 3 for "Notes" summarizing plat features and sizes).*

The site is now a cherry orchard that includes an existing residence and an agricultural building on the property. It is located in the southern part of the City of Richland, North of Westcliffe Boulevard, South of Shockley Road, West of Apple Cider Court, and Northeast of an existing Kennewick Irrigation District canal that forms the southwestern property boundary. *(Staff Report, page 2, Figure 1 – Vicinity Map).*

Because the property slopes at about a 15 degree angle, from its high point along the irrigation canal dropping down to its low point near the site's northeast corner, the proposed plat would use "single loaded streets" that will provide access to buildable lots on only one side of the street (the downhill side), using city street standards for single frontage local streets. *(Staff Report, pages 2, 5, and 6; Ex. 2, site plans; Ex. 4, site photos; Ex. 8, Geotechnical Report, at page 5).*

SEPA Compliance.

Exhibit 6 is the Environmental Checklist submitted by the applicant, and Exhibit 7 is the City's Mitigated Determination of Non-Significance (MDNS) issued on October 14, 2016 for the proposed plat. The MDNS included eight (8) specific conditions that will apply to development on the site, including: i. provisions mandating compliance with the Geotech Report (Ex. 8); ii. Stormwater control measures during construction activities; iii. Erosion control plan and measures for the construction process; iv. Dust control plan; v. grading permit requirements; vi. Noise control standards; vii. Park and traffic mitigation fees, as mandated by Chapters 12.03 and 22.12 RMC; and viii. Compliance with archeological and paleontological resource regulations. The SEPA comment period expired on October 31, 2016. No one, including the applicant, submitted comments regarding the MDNS or indicated any interest in appealing the City's SEPA determination for the proposed plat. With such documentation and process, the pending application satisfied applicable SEPA review requirements.

Public Hearing.

The open-record public hearing for the application occurred on November 17, 2016, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. Throughout the written comment period and the public testimony portion of the public hearing, local residents raised legitimate questions, most about the construction and development process. However, no one appeared to oppose the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing.

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

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the "Jolianna Heights" Preliminary Plat, File No. S2016-102, dated November 17, 2016;

1 – 11. As described and indexed on page 14 of the Staff Report.

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

1. Rick Simon, Development Services Manager for the City of Richland;
2. Wes Hodges, the applicant;
3. C. Mark Smith, local resident, lives on Chardonnay Drive;
4. Sue BeMerchant, local resident, lives on Riesling, north of the proposed plat;
5. Alana Carter, local resident;
6. Ken Wells, local resident, lives on Chardonnay Drive, near proposed stormwater pond for the new plat; and
7. Ben Zinsly, owns the undeveloped/unincorporated-property lying to the west of the proposed access road running south from Shockley Road.

APPLICABLE LAW

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

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

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

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

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

> ***Richland Municipal Code 24.12.053 Preliminary plat – Required findings.***
>
> *The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:*
>
> *A. The preliminary plat conforms to the requirements of this title;*

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

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

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

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

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

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

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

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

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

Additional Requirements for Properties located within an Irrigation District Boundaries.

Because the property addressed in the pending Jolianna Heights Subdivision lies within the boundaries of the Kennewick Irrigation District, additional state-law requirements are applicable as part of this review process. The primary statute addressing review and comments from an irrigation district is in found at RCW 58.17.310, and reads as follows:

> **RCW 58.17.310 – Application for approval of plat within irrigation district – Approval without provision for irrigation prohibited.**
>
> (1) Whenever a city, town, or county receives an application for the approval of a plat of a subdivision that lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW, the responsible administrator shall give written notice of the application, including a legal description of the short subdivision and a location map, to the irrigation district. The irrigation district shall, after receiving the notice, submit to the responsible administrator who furnished the notice a statement with any information or conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district.
>
> (2) In addition to any other requirements imposed by the provisions of this chapter, the legislative authority of any city, town, or county shall not approve a short plat or final plat, as defined in RCW 58.17.020, for any subdivision, short subdivision, lot, tract, parcel, or site which lies in whole or in part in an irrigation district organized pursuant to chapter 87.03 RCW unless there has been provided an irrigation water right-of-way for each parcel of land in such district. In addition, if the subdivision, short subdivision, lot, tract, parcel, or site lies within land within the district classified as irrigable, completed irrigation water distribution facilities for such land may be required by the irrigation district by resolution, bylaw, or rule of general applicability as a condition for approval of the short plat or final plat by the legislative authority of the city, town, or county. Rights-of-way shall be evidenced by the respective plats submitted for final approval to the appropriate legislative authority. In addition, if the subdivision, short subdivision, lot, tract, parcel, or site to be platted is wholly or partially within an irrigation district of two hundred thousand acres or more and has been previously platted by the United States bureau of reclamation as a farm unit in the district, the legislative authority shall not approve for such land a short plat or final plat as defined in RCW 58.17.020 without the approval of the irrigation district and the administrator or manager of the project of the bureau of reclamation, or its successor agency, within which that district lies. Compliance with the requirements of this section together with all other applicable provisions of this chapter shall be a prerequisite, within the expressed purpose of this chapter, to any sale, lease, or development of land in this state. *(Emphasis added to key terms by the Examiner).*

ISSUE PRESENTED

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

Short Answer: Yes.

FINDINGS of FACT

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.

2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony

3. At the hearing, Mr. Simon summarized his Staff Report and recommendation of approval for the proposed plat.

4. Mr. Simon observed that the proposed plat is for just 55 lots on a 28.4 acre site, with lots that will average 15,500 sq.ft., well within density limits for the underlying zone for the site, which is R 1-10. In his testimony, and the Staff Report (at page 6), Mr. Simon demonstrated how the proposed plat features lot-sizes that are larger than those found in surrounding subdivisions.

5. Wes Hodges appeared on this own behalf, as the applicant. He explained that he might be the developer and speculated that the lots/homes within the new subdivision would sell somewhere in the $400,000-$700,000 range.

6. Mr. Hodges testified that he plans to develop the project in three phases, beginning at the plat's south end. Ultimately, the plat is designed to be accessible by connections with Westcliffe Boulevard to the south and Shockley Road to the north. So, if the south end moves forward before the connection to Shockley Road is completed, Mr. Hodges observed that a temporary connection might be necessary to provide an additional access-point for the site via the neighboring Apple Cider Court.

7. Mr. Hodges generally took exception to the Technical Report recommendation for a full-street development to meet City standards along the north-access road that would connect the new plat to Shockley Road. He asked that a "rural-street" standard be required for such route, and expressed concern that he could be required to build-out a full street connection that could eventually be used to benefit the owner/future-developer of the vacant parcels immediately west of the access road, and south of Shockley, now owned by Mr. Zinsly, who also appeared at the hearing.

8. Mr. Hodges comments were not convincing, and run contrary to city development standards for projects of this type throughout Richland. Further, his remarks appeared to be motived by one or possibly two self-interests: one, to reduce the development costs for

his project; and/or two, to avoid bearing the full-cost of street improvements that might benefit the owners of currently vacant properties when such properties are developed at some point in the future. Whatever the case, the applicant and any future owner of the Jolianna Heights plat may want to learn more about using a "latecomers agreement".[3]

9. Mr. Hodges acknowledged that he is open to allowing/coordinating a water service connection to the Gulley property, using the city water line that will run along the new north-access road connecting the site to Shockley Road.

10. Mr. Smith appeared at the hearing and raised questions to learn more about the stormwater system design for the new plat, which includes a stormwater pond that will be west of his home, which is on Chardonnay Drive.

11. Sue BeMerchant raised a number of questions and expressed legitimate concerns about the development and construction process for the site, challenging the removal of all the cherry trees at once, causing the loss of a "green-space" for the area. She questioned how dirt and water runoff will be prevented, after the trees are removed, and how long the construction process might take.

12. Alana Carter spoke in favor of the new development, explaining that she feels the high-end homes will be good for the area, and that most area residents will be happy to see trees removed from the irrigation canal. She expressed concern about the aesthetics of the storm-pond.

13. Ken Wells testified that he lives just north of the proposed storm-pond. He asked if mosquito control measures would be undertaken for the pond, and general questions about the development process, including plans to widen Westcliffe Blvd.

14. Ben Zinsly appeared at the hearing and testified that he owns the unincorporated/undeveloped property located north of the new plat, south of Shockley Road, and west of the new access route that the applicant, Mr. Hodges, addressed during his comments. Mr. Zinsly explained that he will be petitioning to annex his property into the City of Richland in early-2017. He feels that there is an economic and environmental benefit to keep the cherry trees on the project site until phases 2 and 3 are fully-developed. He observed that the new Queensgate extension will benefit the area, so traffic concerns should not hold-up progress. Finally, he expressed interest in coordinating access point(s) from his property onto the new access road running from Shockley south to the proposed new Jolianna Heights subdivision.

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[3] RMC 12.09.010, addressing "Latecomer Agreements" for street improvements, reads as follows: *Any developer using private funds to construct street system improvements within the corporate boundary of the city may request to enter into a latecomer agreement with the city in order to recover a pro rata share of the costs of construction from other property owners that will later derive a benefit from the street system improvements made by the developer. The procedure for entering into such an agreement is administered by the city and provided in Chapter 3.10 RMC.*

15. Responding to questions, Mr. Simon explained that the new storm-drainage pond would be city-maintained, and mosquito control measures are commonly part of such work.

16. Responding to public comments, Mr. Hodges expressed an interest in using "low impact development" standards for stormwater control on the site, noting he would comply with whatever the city requires in such regard. Mr. Hodges noted that dust-control measures will apply as part of the construction process. He explained that the timing / phasing for the site-development is dependent on the marketplace, and if he is fortunate enough to see healthy, active interest from homebuilders/buyers, he may move forward with developing the site all at once, instead of slower-phasing. In sum, he speculated that 2 to 3 lots would be developed per month, meaning the entire build-out should take from 1.5 to 2 years to complete, with 3 years as his "worst case" scenario.

17. The Examiner conducted a site visit on the day of the hearing, visiting the street network surrounding the project site. The cherry orchard is currently a prominent feature of the area landscape. There is already a rough/rural-style access road of unknown condition that appears to run from Shockley into the project site to the south, generally running where the north access road for the plat is proposed.

Comments from irrigation district.

18. The local irrigation district with facilities on the project site (Kennewick Irrigation District) submitted written comments by letter, dated November 1, 2016, included in the Record as Exhibit 9. No one from the District appeared at the public hearing to provide sworn testimony or answer any questions to clarify issues raised in its letter.

19. Conditions of approval recommended by the City's Technical Advisory Committee reflect appropriate consideration and deference to applicable irrigation-infrastructure items as required by state law. However, the irrigation district's letter appears to exceed authority granted under state law, where it implies that formal subdivision approval is required by the district. The Examiner notes that RCW 58.17.310(2) only requires approval by an irrigation district with jurisdiction over the matter when the proposed subdivision lies *"within an irrigation district of two hundred thousand acres or more."*

20. The Examiner takes official notice of the Kennewick Irrigation District's online website, where it includes a page link captioned "History of KID". The History reads in relevant part: "The District serves over 20,200 acres of land within a 55,000 acre boundary."

21. In any event, and consistent with RCW 58.17.310(1), the proposed plat will be conditioned and designed to properly address: *"conditions for approval that the irrigation district deems to be necessary regarding the proposed division's effect upon the structural integrity, including lateral support, of the irrigation district facilities, other risk exposures, and the safety of the public and irrigation district."*

22. The Record does not include any reference to city codes, statutory authority, or the existence of any Interlocal Agreement or similar legal instrument that vests authority with the irrigation district to formally approve subdivisions located within the City of Richland.

Construction related impacts, phasing, conditions of MDNS.

23. The site plans for the proposed subdivision reflect three phases. *(See Ex. 2, sheet 1 of 3)*. Mr. Hodges testified that he intended to develop the site starting with Phase 1, moving north. He speculated that progress would be affected by market conditions. He was non-committal on whether grading work would include removing all trees from the cherry orchard at one-time, or if portions of the orchard-trees would remain undisturbed until various phases of the project move forward. Some public comments requested that trees be protected until they needed to be removed, as a way to maintain green space in the area.

24. The Examiner finds and respects that the applicant, Mr. Hodges, is under no obligation to retain ownership of the proposed plat and property at issue. In sum, his assurances are well-intended and to be commended. However, a subdivision is a long-term type of project, which often move forward with developers and contractors who were not a part of the original plat-review process.

25. Several public comments expressed legitimate concern that tree-removal, grading work, and other development activity on the site could leave their properties, located downhill from the plat, vulnerable to dust, water runoff, and possibly mud flowing down hill during weather events.

26. The Mitigated Determination of Non-Significance for the Jolianna Heights subdivision includes 8 specific conditions, including items 1-5, that mandate compliance with the Geotech Report (Ex. 8); Stormwater control measures during construction activities; an erosion control plan and measures for the construction process; a dust control plan; and grading permit requirements.

27. Any plan to move forward with phased-development on the property should be carefully reviewed and subjected to strict oversight, based on experiences noted during the last real-estate recession which resulted in partially-developed sites, that were sometimes abandoned by original developers, who did not have the resources, bonds, assignments-of-funds, or other assurances needed to implement and satisfy mitigation measures that are designed to protect neighboring properties, residents and the public interest from possible adverse impacts. Here, adequate bonds, timelines, assignments of funds, or other lawful measures should be imposed by City officials to ensure that a potentially tree-cleared hillside with a 15% slope is not left vulnerable for an unreasonable period of time, before final home construction within the plat occurs.

28. The Record, in Exhibit 10, includes staff responses to public questions regarding potential access for the plat via or onto "Apple Cider Court", a small, partial cul-de-sac abutting the southeast portion of the Jolianna Heights plat. By email dated November 3, 2016, the Development Services Manager wrote to a local resident and explained:

"*When the Apple Valley Ranch subdivision, which includes Apple Cider Court, was approved by the City, it was with the condition that Apple Cider Court would not provide access to this property [the Jolianna Heights site]. The rationale was that Apple Cider Court was intended to serve as a small cul-de-sac street that carried traffic from only a few lots and was not intended to carry traffic generated from other properties."*

And, on November 1, 2016, the Manager explained: *"The two access points to the subdivision would be along the southerly boundary of the property, from Westcliffe Boulevard and from a roadway that would be extended south from Shockley Road, along the alignment of an existing private road that currently serves the existing cherry orchard. Apple Cider Court abuts the proposed development along its eastern boundary, but no vehicular access is planned at that location."*

29. The Examiner finds that there is nothing in the Record that would support any condition of approval mandating a permanent emergency-access connection with Apple Cider Court. Depending on the applicant's phased-development plans for the plat, a temporary connection, for emergency-access purposes only, may be needed, with Apple Cider Court, but only until such time as appropriate connections are made with Westcliffe Boulevard and the existing roadway route that connects the existing orchard on the plat property with Shockley Road. Public notices did not adequately identify such a possibility, and staff communications with members of the public indicated that Apple Cider Court would not be used to access the new plat. These factors greatly diminishes the ability or likelihood that potentially-affected neighbors would submit meaningful comments regarding such a road connection. The Examiner finds that Apple Cider Court is not built to serve as an access point to serve the new plat, and that any access should only be for a limited time, if at all, and reserved exclusively for emergency purposes only. Convincing public comments expressed the need for city staff to carefully review the proposed storm pond for aesthetics – the same would hold true for any temporary secondary access connection with Apple Cider Court. The Examiner is concerned that such a connection could be an eyesore, and a point of future conflict with existing homeowners and residents living on the small, partial cul-de-sac. *(See prohibition on any permanent emergency access connection with Apple Cider Court, as noted in Condition No. 33).*

Compliance with city development regulations achieves consistency with the Comprehensive Plan

30. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is *"in furtherance of the comprehensive plan of the city"* and that such regulations contained in the city's platting and subdivision codes *"are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements."* The effect of this provision boils down to this: compliance with

the City's Comprehensive Plan can be established, or at least partially established, through compliance with the city's platting and subdivision regulations found in Title 24 of the Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city's land platting regulations that are applicable to this project, thus implementing and complying with the City's Comprehensive Plan. (*See Staff Report, all Findings).*

Proposed plat will provide public benefits

31. The applicant's submittals and testimony provided by Mr. Hodges, several written public comments, members of the public at the public hearing, and the Staff Report, 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, appropriately connected, pedestrian-friendly community.

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

32. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:

    A. The public health, safety, and general welfare: *See Staff Report; all Findings; Exhibits 3, 7, 8, and 11.*

    B. Open Spaces: *The project is subject to payment of park mitigation fees, which will be used to construct futurepark and trail improvements within the South Richland community. The project site is within .4 miles of an existing City park. Lot sizes are far larger than many neighboring subdivisions, providing more on-site open space for future residents in the new plat. See Staff Report, and discussion in item H.*

    C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manuel for Eastern Washington. *Staff Report, page 9; Ex. 3, grading and drainage plans; Ex. 11, pages 10-12, recommended Storm Water conditions.*

    D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Testimony of Mr. Simon; Staff Report; Exhibit 2, site plans; Exhibit 11, Technical Advisory Committee report and proposed conditions.*

E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 9.*

F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will be available within the plat, as provided by the Kennewick Irrigation District. *Staff Report, page 9; Ex. 11, recommended Domestic Water conditions.*

G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 9; Ex. 11, recommended Sanitary Sewer conditions.*

H. Parks and recreation, playgrounds, schools: The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. A condition of approval will include a note on the final plat detailing Park fee requirements. *Ex. 11, Technical Advisory Committee recommended conditions of approval.* The site is located .6 miles from an existing elementary school in the Richland School District, and the District did not provide any comments after receiving city notice regarding the project. Site development for the project would result in a walking route for school children from the new plat to Orchards Elementary School that could be entirely on sidewalks. *Staff Report, page 12*

I. Planning features to assure safe walking conditions for students: See above. *Staff Report, discussion on page 12.*

33. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned hearing examiner.[4]

34. 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 feedback received from the Kennewick Irrigation District (Ex. 9), and that the

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

public use and interest will be served by the proposed plat and associated dedications and improvements.

CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.

2. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as *Exhibit 11,* as revised and supplemented by the Examiner, are reasonable, supported by the evidence, and capable of accomplishment.

3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

RECOMMENDATION

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE** the **"Jolianna Heights" Preliminary Plat** application, subject to the attached Conditions of Approval as recommended by the City's planning and public works staff, revised or added by the Examiner, and adopted herein by reference.

Recommendation issued: December 21, 2016.

Gary N. McLean
Hearing Examiner for the City of Richland

CONDITIONS OF APPROVAL

"Jolianna Heights"
Preliminary Subdivision
File No. S2016-102

A. General.

1. Preliminary plat approval shall be null and void if any condition enumerated herein is not satisfied.

2. As provided in RCW 58.17.140, a final plat meeting all applicable requirements must be submitted to the city for approval within five years of the date of preliminary plat approval; provided, however, the applicant must comply with any otherwise applicable provisions of the city's code, including those pertaining to extension of the approval period presently found at RMC 24.12.055, or as may subsequently be amended.

3. No construction or site development activities related to the plat may be undertaken until the land-use and engineering approvals become effective, and the City and other regulatory authorities with jurisdiction issue applicable permits.

4. Unless modified by the Public Works Director, Applicant shall comply with requirements of applicable utility service providers, including − but not limited to − purveyors of sewer, water, irrigation, electricity, gas, and telecommunication (phone, internet, television, cable) services.

5. The applicant shall comply with all professional report conclusions and recommendations submitted in connection with the preliminary plat and engineering reviews, as approved and or amended by the City.

6. Applicant shall be responsible for consulting with state and federal agencies, and tribal entities with jurisdiction (if any) for applicable permit or other regulatory requirements. Approval of a preliminary plat does not limit the applicant's responsibility to obtain any required permit, license or approval from a state, federal, or other regulatory body. Any conditions of regulatory agency permits/licenses shall be considered conditions for this project.

7. The final engineering plans and final plat shall conform to all applicable provisions of the Richland Municipal Code and the Conditions of Approval herein.

B. Conditions, based on recommendations from the City's Technical Advisory Committee, Exhibit 11, dated November 10, 2016.

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.

2. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s)**: "Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance."**

3. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City's performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **"Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

5. Transportation impact fees as required by Richland Municipal Code (RMC) Chapter 12.03 shall be paid prior to the City's performance of a final inspection for any hew home within the plat boundaries. The following note shall be placed **on the final plat: "Transportation impact fees as required by Richland Municipal Code Chapter 12.03 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

6. If a TEMPORARY Secondary Emergency Vehicle Access (SEVA) road is constructed from the end of the cul-de-sac in the southeast corner of the project site onto Apple Cider Court, such SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent non-emergency access from the project site to or from Apple Cider Court. Any SEVA shall be designed to provide for pedestrian access. [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].

7. The project shall proceed in conformance with the Geotechnical Investigation Report for Jolianna Heights prepared by White Shield, Inc. dated September 26, 2016, including recommendations for review of final site grading and construction plans and engineering observation of soil pretreatment, soil placement and compaction, soil testing, engineering observation of slope construction process, geotechnical engineering approval of final site grading, soil compaction and monitoring of groundwater conditions.

8. Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington as identified by permit conditions issued by the City of Richland and/or the Washington State Department of Ecology.

9. An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion for occurring within the site and to prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.

10. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.

11. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.

12. The applicant shall comply with City and state noise standards throughout the construction of the project.

13. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

14. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries.

15. If construction of the plat requires the abandonment of the existing domestic well that currently serves adjacent properties, then the applicant shall provide connections to the City water system for all existing users of that domestic well.

16. The applicant is responsible for compliance with all standards and conditions contained in the Kennewick Irrigation District correspondence dated November 1, 2016; provided, any erroneous references to standards or timelines of any city other than Richland are to be ignored, and any comparable standards found in Richland Development standards shall apply. Further, in the event of any conflict between requirements sought by the Irrigation District and city standards, the City Manager or her designee shall have full discretion and authority to make final determinations for purposes of approving final designs, engineering plans and the like for the Jolianna Heights subdivision.

17. The final plat shall clearly identify the location of the United States Bureau of Reclamation Right of Way that exists on or adjacent to the subject property.

18. As the Kennewick Irrigation District requires review and approval of all plat construction plans, the applicant is responsible for providing construction plans to the District concurrent with submittal of said plans to the City.

Format, plans, permits, drawings.

19. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

20. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

21. 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.

22. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

23. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

24. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.

25. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.

26. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.

27. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

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

29. 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.

30. 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.

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

A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
B. Storm sewer shall be aligned on the south and east side of street centerlines.
C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
D. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
E. Water lines shall be aligned on the south and east side of street centerlines.
F. Watermains larger than 8-inches in diameter shall be ductile iron.
G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
H. All watermains outside areas zoned R1 shall be ductile iron.
I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
L. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
M. All utilities shall be extended to the adjacent property (properties) at the time of construction.

N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
O. The minimum centerline radius for local streets shall be 100-feet.
P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
R. A detailed grading plan shall be included in the submitted plan set.
S. 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.
T. 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.
U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
Y. COMMERCIAL ONLY: All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).
Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
AA. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
BB. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
CC. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

32. 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.

33. The City Fire Marshal may require a TEMPORARY secondary emergency vehicle access (SEVA), which can only be required if the two-proposed access points (from the North access road connecting with Shockley, and from the South, connecting with Westcliffe) are not to be completed or cannot be adequately developed or improved to provide emergency vehicle access before occupancy of homes built in Phases 1 and/or 2 of the subdivision (as shown in Ex. 2, on the preliminary plat site plan sheet 1 of 3). The Temporary SEVA shall be included in the construction plan set and be designed to the following standards:

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

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

NOTE: There was no showing in the Record that would support a permanent SEVA for the project as proposed, which will have two access points built to city street standards, when the full subdivision is complete. Absent a plat amendment, a permanent SEVA is prohibited as a condition for this project.

Survey Monument Protections.

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

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

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

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

    When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.
    It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Street Conditions.

35. The phase adjacent to and including the 60-foot wide strip of land extending north to Shockley Road labeled as "Parcel B" shall construct a full-width City street in Parcel B with typical frontage improvements on both sides at the time that this phase is constructed. This road shall be 34-feet wide and shall be dedicated as public Right-of-Way on the face of the final plat. Alternatively, if Parcel B is consolidated into one of the adjacent properties to the west or east of it, and the developer of Jolianna Heights can establish a future road alignment through the adjacent parcel to the west of Parcel B and obtain that property owner's consent to the road alignment, then the requirement to construct a road in Parcel B will be nullified. This road should extend northwest from "B Loop" making that a 4-way intersection. This will also remove the short road segment adjacent to lot 55.

36. Street access across Tract 4 shall be provided to the property to the west, even if the street in Parcel B is constructed. The final location of such access shall be noted on the final plat, subject to review and approval by the City Engineer as part of engineering review for any phase of the subdivision that includes Tract 4.

37. Tract 4 (the tract of land running along the west and south boundary of the plat located just outside of the road Right-of-Way), must include a note on final plat documents, subject to review and approval by the City Engineer at the time of engineering review for the applicable phase of the subdivision development, that appropriately identifies the ownership of or encumbrance(s) affecting such tract, and its purpose; i.e. homeowners' association, access and/or utility easement, other owner/entity with access rights, for open space, access, or other lawful purpose.

38. The Technical Advisory Committee Report for the project notes that the proposed plat site plans submitted as part of the application show a 1-foot wide strip of property with a "No Access" easement in an area where a possible secondary emergency vehicle access (SEVA) is depicted on sheet 2 ("Tract A" on the plat of Apple Valley Ranch). If the applicant seeks a temporary SEVA onto Apple Cider Court at such location, permission from the property owner of Tract A will have to be obtained before such approval can be granted by the City. The City's Technical Advisory Committee Report expressly notes that such access "likely isn't needed [because adequate] secondary emergency access could be obtained off of Shockley Road." [See Condition No. 33, for circumstances under which a temporary SEVA might be required, and prohibition on requiring any permanent SEVA as a condition of approval].

39. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).

40. The Jolianna Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

41. The Westcliffe Blvd. frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to Westcliffe is developed. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A fence may be needed at the back of sidewalk, dependent upon the slope constructed adjacent to it. A ten-foot public utility easement along the Westcliffe frontage shall be provided on the face of the final plat.

42. There is an existing Bureau of Reclamation easement and an irrigation drainpipe along the South boundary of the plat that will have to be addressed at the time of phase 1 construction. Please contact the City of Richland Public Works Dept. for more information.

43. A note will be shown on the face of the final plat stating that Westcliffe Blvd. is classified as an "Arterial Collector street". Accordingly, no driveways accessing single-family lots will be allowed onto Westcliffe.

44. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developer's expense. The restricted parking areas shall be indicated on the construction plans and the final plat.

45. If the project is to be constructed in phases, all dead-end streets longer than 150- feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water conditions.

46. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. The closest Tapteal 2 watermain is located in Westcliffe Blvd.to the south, and Shockley Road to the north. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction.

47. In accordance with the City's comprehensive water plan, a portion of the 10-inch "Tapteal 2" water distribution main is designed to run in a north-south direction through this plat. This water main shall be extended to connect the existing main in Shockley Road to the existing main in Westcliffe Blvd. This watermain shall follow the alignment of the road that is extended north to Shockley Road, whether it be in Parcel B or through the neighboring property to the west as outlined in condition #17 above.

48. 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.

49. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer System conditions.

50. The closest sanitary sewer available for this development is located in Shockley Road to the north and also in Apple Cider Court to the east. 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. Any easements or permissions required to cross private property shall be the responsibility of the developer to obtain.

51. 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.

52. As required by the City's municipal code, sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Groundwater.

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

Storm Water conditions.

54. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

55. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

56. The flow-rate of the public storm drainage system shall be designed using the 2- Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no

modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

57. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

58. If any existing storm drainage or ground water seepage drains onto the proposed site, or if an on-site underdrain system contributes flow to the property's storm drain system, 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.

59. 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").

60. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.

61. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

62. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

63. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements.

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

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

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

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

69. A one-foot "No access / screening easement" will be required along the Westcliffe Blvd. Right of Way, except at the intersection of the proposed street.

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

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

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

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

GENERAL INFORMATION:

PROPOSAL NAME:	Jolianna Heights Preliminary Plat
LOCATION:	North of Westcliffe Boulevard, west of Apple Cider Court and south of Shockley Road.
APPLICANT:	Wes Hodges
FILE NO.:	S2016-102
DESCRIPTION:	Request to divide 28.4 acres into 55 single family residential lots and 4 tracts.
PROJECT TYPE:	Type III Preliminary Plat
HEARING DATE:	November 17, 2015
REPORT BY:	Rick Simon, Development Services Manager
RECOMMENDED ACTION:	Approval subject to completion of proposed conditions.

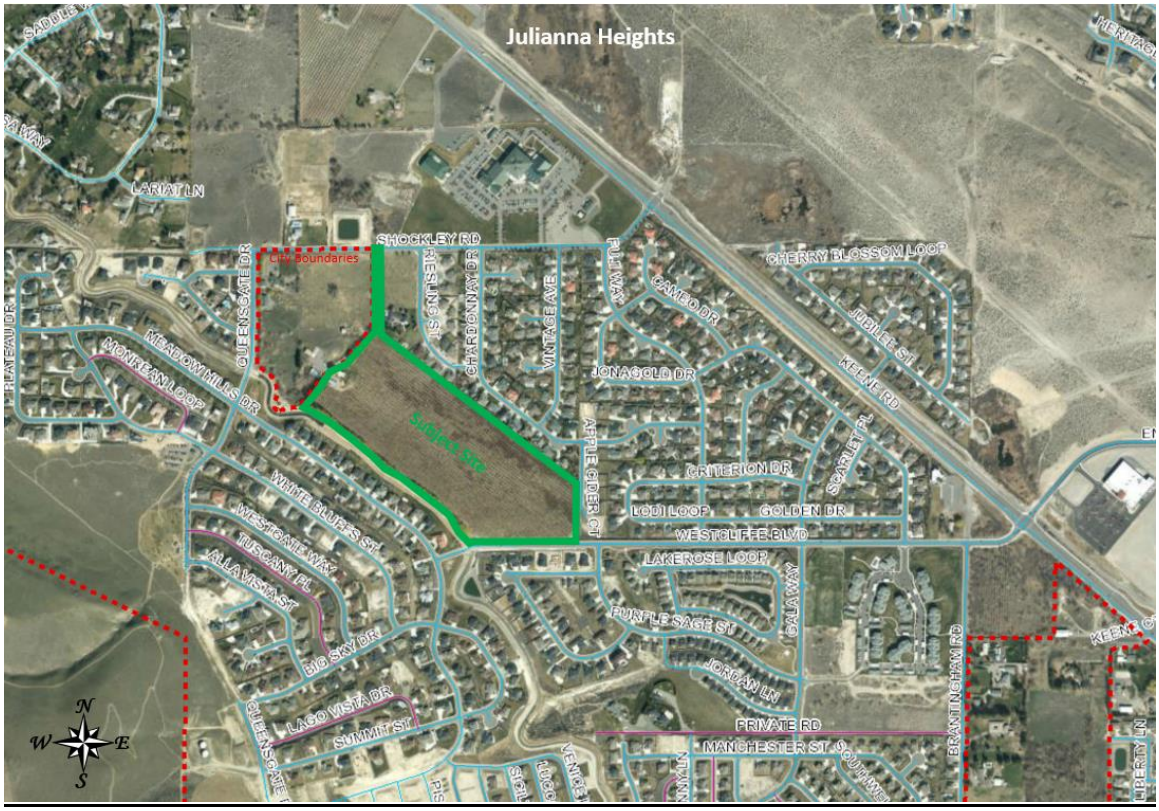


Figure 1 - Vicinity Map (site highlighted in green)

DESCRIPTION OF PROPOSAL

Wes Hodges has filed an application for a preliminary plat to divide 28.4 acres into 55 single family residential lots, known as the plat of Jolianna Heights. The lots would be accessed from Westcliffe Boulevard, which forms the southern boundary of the plat and from a proposed road that would extend southerly from Shockley Road into the northern portion of the site. The site also abuts Apple Cider Court along its eastern boundary, but no vehicular access is proposed from that street. The Kennewick Irrigation District canal forms the southwestern boundary of the property. The interior road system proposed would consist of a series of single loaded streets, providing access to lots on only one (downhill) side of the street, as the hillside site would be terraced to provide level building pads on each lot, utilizing the city's standard for a single frontage local street. Lots would be served with city water, sewer and power and would average 15,473 square feet in area. The plat also proposes a total of four tracts. (Refer to the attached application, preliminary plat map and grading plan – Exhibits 1 - 3.)

COMPREHENSIVE PLAN

The subject property and all adjacent properties are designated as Low Density Residential in the comprehensive plan. The plan anticipates an average density

of 3.5 units/acre and a maximum of 5 units/acre within the low density residential designation. The density of the proposed plat is 1.9 lots/acre.

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

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

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

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

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

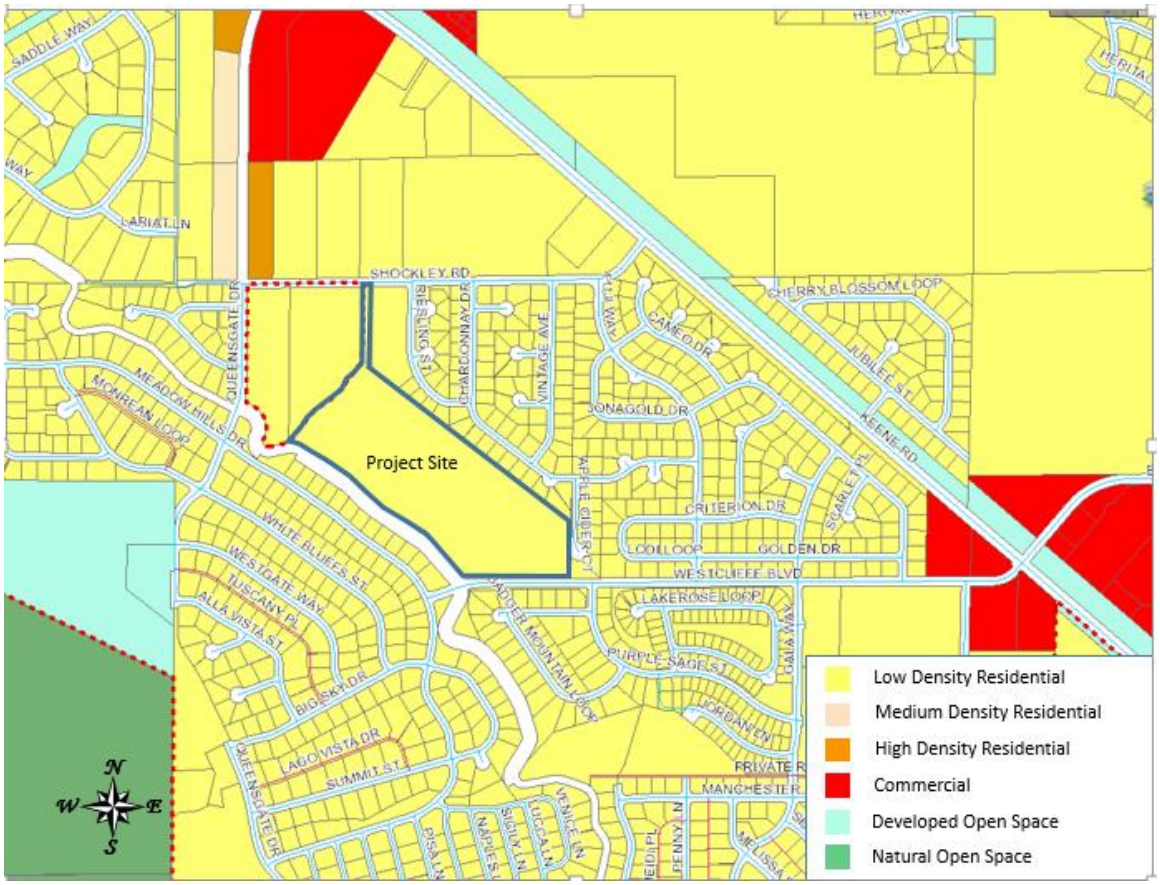


Figure 2 – Comprehensive Plan

Both Shockley Road and Westcliffe Boulevard are designated as Collector Arterial streets in the transportation element of the comprehensive plan. The City's Transportation element of its comprehensive plan includes the following policy statement (Goal #4, Policy 3):

The City will encourage public/private partnerships for financing transportation projects that foster economic growth and address the needs of growth and development.

Policy 1: The City will reserve property for needed rights-of-way as quickly as possible by requiring dedication of right-of-way as a condition for development.

Policy 2: The City will only consider land use changes (such as planned unit development, master planned projects, rezones and plats) when existing and proposed transportation needs are adequately met.

Policy 3: The City will route major and secondary arterials around, rather than through, neighborhoods and communities so as to minimize traffic impacts on residential neighborhoods.

a. New residential collector street corridors should be designed and constructed through areas that are not already developed with single family housing.
b. Existing local residential streets should not be converted into collector street routes. In instances where existing streets must be converted to collector roads, these streets shall be brought up to the minimum design standards for collector roads.
c. In those cases where collector street corridors must be built in close proximity to existing residential neighborhoods, the collector street must be designed in such a way as to minimize the impact to adjoining residents through the use of landscape buffers, sound barriers or similar measures.
d. In order for arterial collector streets to function effectively, access restrictions shall be imposed on new arterial collector streets. Such access restrictions shall not prevent commercial businesses from accessing directly onto an arterial collector street. Further, residential access may be allowed in specific instances where such access can be demonstrated to have no negative impacts on traffic safety, road function and/or circulation.

ZONING

The site is located within the R1-10 Single Family Residential District. Adjacent property to the northwest is located outside of the City limits and is zoned Urban Growth Area Residential under the Benton County zoning regulations. Property

to the northeast is zoned Suburban Agriculture. All other adjacent properties are included in the R1-10 Single Family Residential district.

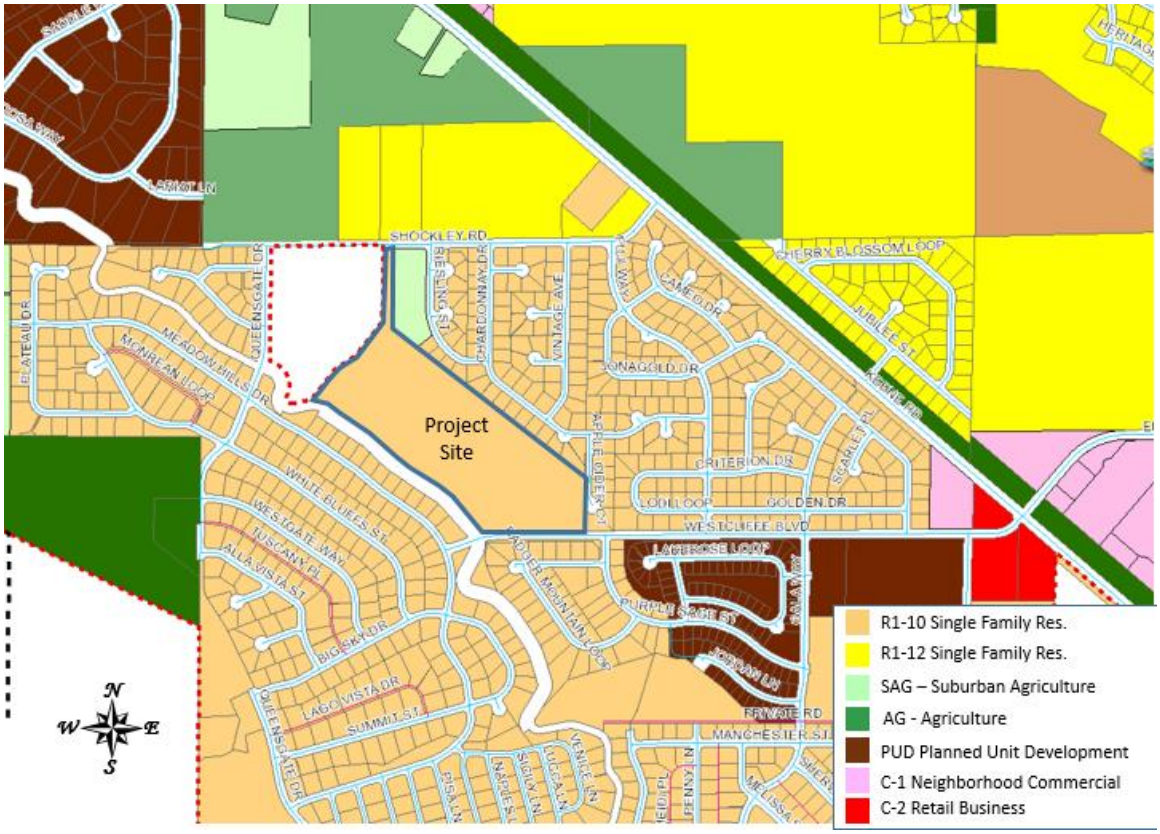


Figure 3 - Zoning

Land Uses and Dimensional Standards

The following standards apply in the R1-10 Single Family Residential Zone:

Uses Permitted:	Single Family House Accessory Unit
Front yard setback:	20 foot minimum;
Side yard setback:	10 foot minimum
Rear yard setback:	25 foot minimum
Maximum building height:	30 feet

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of a cherry orchard and contains an existing residence and agricultural building. The site slopes from south to north, with the highest point of the property located along the southerly boundary adjoining the irrigation canal at

approximately elevation 664 and the lowest point at the northeast corner of the property at approximately elevation 560. (Site photos are included in Exhibit 4.)

Existing uses in the vicinity include unplatted large lots that contain single family residences located to the northwest and northeast of the site. All other adjacent properties are single family platted lots consisting of the following plats and lot sizes:

Plat Name	**Average Lot Size (square feet)**
Westcliffe Phase 1	11,435
Bordeaux Grove	10,089
Vineyards Phase 2	12,268
Apple Valley Ranch	13,232
Badger Mountain Village Phase 1	14,480
Overall Average Lot Size	*12,718*

CRITERIA FOR PRELIMINARY PLAT APPROVAL

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

> The hearing examiner shall not recommend approval of any preliminary plat application, unless the approval is accompanied by written findings that:
> A. The preliminary plat conforms to the requirements of this title;
> B. Appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;
> C. The public use and interest will be served by the platting of such subdivision and dedication; and
> D. The application is consistent with the requirements of RMC 19.60.095

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

PUBLIC NOTICE

Application Date:	October 6, 2016
Notice of Hearing Mailed:	October 26, 2016
Notice of Hearing Posted:	October 27, 2016
Notice of Hearing Published:	October 30, 2016
Public Hearing:	November 17, 2016

A combined notice of application, SEPA determination and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 5.

UTILITY AVAILABILITY

City sewer lines are located in Apple Cider Court and along Shockley Road adjacent to the site. Water mains are located on Shockley Road, Apple Cider Court and in Westcliffe Boulevard. Electrical power lines are located along Shockley Road and Westcliffe Boulevard. The site is located within the Kennewick Irrigation District boundaries and is currently served with irrigation water.

TRANSPORTATION

Both Shockley Road and Westcliffe Boulevard are designated as Collector Arterial streets in the transportation element of the comprehensive plan. Apple Cider Court lies immediately adjacent to the site. The plat of Apple Valley Ranch included a note on the final plat stating that a "*One foot no access/screening easement shall exist along the west side of Apple Cider Court*." This condition was a plat requirement imposed by the City to ensure that Apple Cider Court remained only a low traffic volume local access street and did not serve a collector street function when the subject site was developed. The proposed plat does not contemplate any vehicular access from Apple Cider Court.

SEPA

The applicant filed an environmental checklist with the City (see Exhibit 6). Staff reviewed the checklist and issued a Mitigated Determination of Non-Significance on October 14, 2016 (see Exhibit 7).

CRITICAL AREAS

The site has been mapped by the City as a geologic hazard area under its Sensitive Areas Ordinance (RMC Section 22.10.260) and requires that a geologic report be provided. The applicant submitted a report (See Exhibit 8).

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Comments received were from the Kennewick Irrigation District, Richland Civil & Utility Engineering Division (see Exhibit 9).

PUBLIC COMMENTS

At the time this report was prepared, the City had received three comment letters from the public. (See Exhibit 10.)

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

City staff has prepared a list of recommended conditions for the application. (See Exhibit 11.)

ANALYSIS

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

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

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

- The proposed plat does not include specific provisions for open space but City code requires the payment of a parks mitigation fee at the time that homes are constructed within the plat. These fees would be used by the City to purchase park land and/or construct park improvements within the South Richland park district. The site is located approximately .4 miles from the nearest neighborhood park located at the southeast corner of Westcliffe Boulevard and Gala Way. The Badger Mountain Park, a regional facility is located approximately a mile from the site on Keene Road.
- The existing adjacent collector street of Westcliffe Boulevard would provide access to the proposed subdivision. The function of collector

streets is to collect traffic from local streets and provide a route of travel to the arterial street system. The portion of Westcliffe Boulevard adjacent to the site is narrow and does not include a sidewalk or walk path on the north side of the street. City development regulations require that the applicant improve the street frontage to meet City standards, including widening of the street and installation of curb, gutter and sidewalk.

- The existing collector street of Shockley Road would also provide access to the proposed subdivision. The panhandle portion of the site that extends south from Shockley Road into the site would be developed with a standard local residential street, with curb, gutter and sidewalk on both sides of the street.
- Apple Cider Court which adjoins the site would not be used for access into the subdivision, so all traffic generated from the subdivision would be directed onto collector streets.
- The site is located within the Ben Franklin Transit service area, Bus service is provided along Keene Road, approximately 1/3 mile from the site. The transit service was given an opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.
- The plat would be served by City domestic water and sewer lines that are located within the adjacent streets. Said lines have capacity to provide for the proposed project.
- The plat would be served by existing Richland Energy Services electrical power.
- The plat would be served by Kennewick Irrigation District irrigation water.
- In accordance with City development standards, storm water drainage would have to be retained on-site. The proposed plat design includes a tract for a storm water drainage facility to be located in the northeastern (lowest) portion of the site.
- The site is located approximately .6 miles from the nearest elementary school, which is Orchards Elementary. The proposed project, with its requirement to improve its frontage along Westcliffe Boulevard, would result in a walking path from the subdivision to school that would be improved with sidewalks over the entire route. The Richland School District was given an opportunity to comment on the preliminary plat proposal, but did not provide any comments to the City.

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

The proposed project is consistent with the comprehensive plan, both in terms of the proposed density of the plat and with the proposed access, which provides direct access onto collector streets and avoids directing traffic from the project onto existing local streets. Further, the project is consistent with the City's zoning regulations, and would be consistent with development pattern in the surrounding neighborhood.

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

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

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

The proposal is consistent with the comprehensive and does meet the requirements of the municipal code as outlined above.

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

Chapter 22.09 is the City's adoption of the State Environmental Policy Act provisions. The applicants filed an environmental checklist and the City issued and distributed a Mitigated Determination of Non-Significance, which completed the SEPA review process.

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

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

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

The project would add 55 new residential lots onto an existing collector street system (Shockley Road and Westcliffe Boulevard). This volume of traffic was anticipated in the City's transportation plan and would not be expected to result in any decrease in the level of service of these transportation facilities. The City requires the payment of a transportation impact fee that is used to fund planned improvements to the transportation system. This fee is levied on each home constructed within South Richland.

E. *Any conditions attached to a project approval are as a direct result of the impacts of the development proposal and are reasonably needed to mitigate the impacts of the development proposal*.
The conditions of approval recommended for this project are as a direct result of imposing City development standards as contained in City code. One of the conditions responds to the public comment received from an adjacent land owner, who indicated a shared community well is located on the project site. However, the application shows the well location to be outside of the plat boundaries. Regardless of the exact location of the well, if construction of the plat damages the well, the applicant has some responsibility to ensure that domestic water is provided to the existing well users. This issue is addressed in the TAC report.

FINDINGS AND CONCLUSIONS

Staff has completed its review the preliminary plat application of Jolianna Heights (S2016-102) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 11) based on the following findings:

Findings of Fact:

1. The Richland Comprehensive Plan designates the project site as suitable for low density residential development, with an average density of 3.5 units per acre and a maximum density of 5 units per acre.
2. The proposed preliminary plat consists of 55 lots averaging 15,473 square feet in area, representing a density of 1.9 units per acre, a lower density than the existing, adjacent residential developments.
3. The adjacent road to the south is Westcliffe Boulevard and the adjacent road to the north is Shockley Road, both of which are classified as collector streets within the City's transportation plan.
4. The proposed project would direct all traffic from within the proposed subdivision onto the adjacent collector streets.

Conclusion of Law:

The proposed preliminary plat is consistent with and would provide for development of the subject property in conformance with the density and type of land use envisioned in the land use and transportation elements of the adopted comprehensive plan.

Findings of Fact:

5. The site is zoned R1-10 Single Family Residential, which requires a minimum 8,000 square foot lot size and an average lot size of 10,000 square feet.

6. The 55 lots proposed have an average lot size of 15,493 square feet and the smallest lot is 12,446 square feet.

Conclusion of Law:
The lots within the proposed subdivision are consistent with the provisions of the City's R1-10 Single Family Residential zoning regulations.

Findings of Fact:

7. Section 24.12.053 of the RMC sets forth standards for review of preliminary plats that require the Hearing Examiner to consider whether appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
8. The proposed preliminary plat provides for the extension of streets that are consistent with the surrounding street network, includes provisions for the extension of public domestic water, sewer, irrigation water and electrical power lines.
9. The proposed preliminary plat would not provide access onto Apple Cider Court, in conformance with the plat restrictions against vehicular access applied to the Apple Valley Ranch plat but would allow emergency vehicle access as required under City code.
10. The proposed improvements to serve the preliminary plat are consistent with the City's development standards.
11. The project is subject to payment of park mitigation fees, which will be used to construct future park and trail improvements within the South Richland community. The site is also within .4 miles of an existing City park.
12. The project is located .6 miles from an existing elementary school in the Richland School District. The District was given an opportunity to comment on the proposal but did not provide any comments.
13. Development of the proposed project in conformance with City standards would result in a walking route for school children from the project site to the Orchards Elementary School that would be entirely on sidewalks.
14. Bus service is currently provided approximately .3 miles from the project site. The Benton Franklin Transit Authority was given an opportunity to comment on the project but did not provide any comments.
15. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report.

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

Findings of Fact:

16. The applicant submitted a geotechnical report as required under the City's Sensitive Areas Ordinance.
17. The applicant filed an environmental checklist along with their preliminary plat application as required under the State Environmental Policy Act.
18. After review of the checklist and application materials, staff issued a Mitigated Determination of Non-Significance on October 14, 2016.

Conclusion of Law:
Pursuant to Chapters 22.09 and 22.10 of the RMC, the procedures required under the City's Sensitive Areas Ordinance and the State Environmental Policy Act have been completed.

Findings of Fact:

19. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
20. The proposed project would add 55 single family lots that would have direct access onto two collector streets: Westcliffe Boulevard and Shockley Road.
21. The City's transportation plan for the South Richland area assumed development of the project site and surrounding areas to average approximately 3 units per acre. The actual density of development is slightly under 2 units per acre and so would generate traffic volumes well within that anticipated in the transportation plan that was designed to keep transportation facilities in South Richland operating at a level of service D or better.
22. The project will be required to pay transportation impact fees in accordance with the provisions of RMC Chapter 12.03 and so will provide its proportionate share of funding for transportation system improvements planned for the south Richland area.

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

Overall Conclusion:
Based on the above findings and conclusions, approval of the proposed preliminary plat of Jolianna Heights subject to the recommended conditions lists in the Technical Advisory Committee Report is warranted because the project conforms to the City's adopted comprehensive plan and zoning regulations; has followed the required Sensitive Areas Ordinance and State Environmental Policy Act procedures; and is consistent with the requirements of the City's subdivision regulations.

EXHIBIT LIST

1. Application
2. Preliminary Plat Map
3. Grading Plan
4. Site Photos
5. Public Notice
6. Environmental Checklist
7. Mitigated Determination of Non-Significance
8. Geotechnical Report
9. Public Agency Comments
10. Public Comments
11. Technical Advisory Committee Report

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

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor: Wes Hodges			
Address: 1191 Plateau Pl	City: Richland	State: WA	Zip: 99352
Phone Number: 509 539 6940	Fax Number	Other	
Proposed Subdivision Name: Johanna Heights	Legal Description: ~~[illegible]~~ N 1/2 of NW Q N 1/2 of S 1/2 NW		
Average Size Lots	Proposed Number of Tracts		
Average Lot Size (Residential Lots): 12,500 SQF	Area in Acres: 26.38		
Proposed Number of Lots: 55	Proposed Number of Blocks		
Name of Surveyor Platting Subdivision: Stratton Survey			
Address: 7525 W. Deschutes Pl Ste C	City: Kennewick	State: WA	Zip: 99336 ~~99212~~
Phone Number: 509-735 7324	Fax Number	Other	

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

Wes Hodges
Applicant's Signature

10-6-16
Date

OFFICE USE ONLY

Filed on 10/6/16

Signature

Case File No. S2016-102

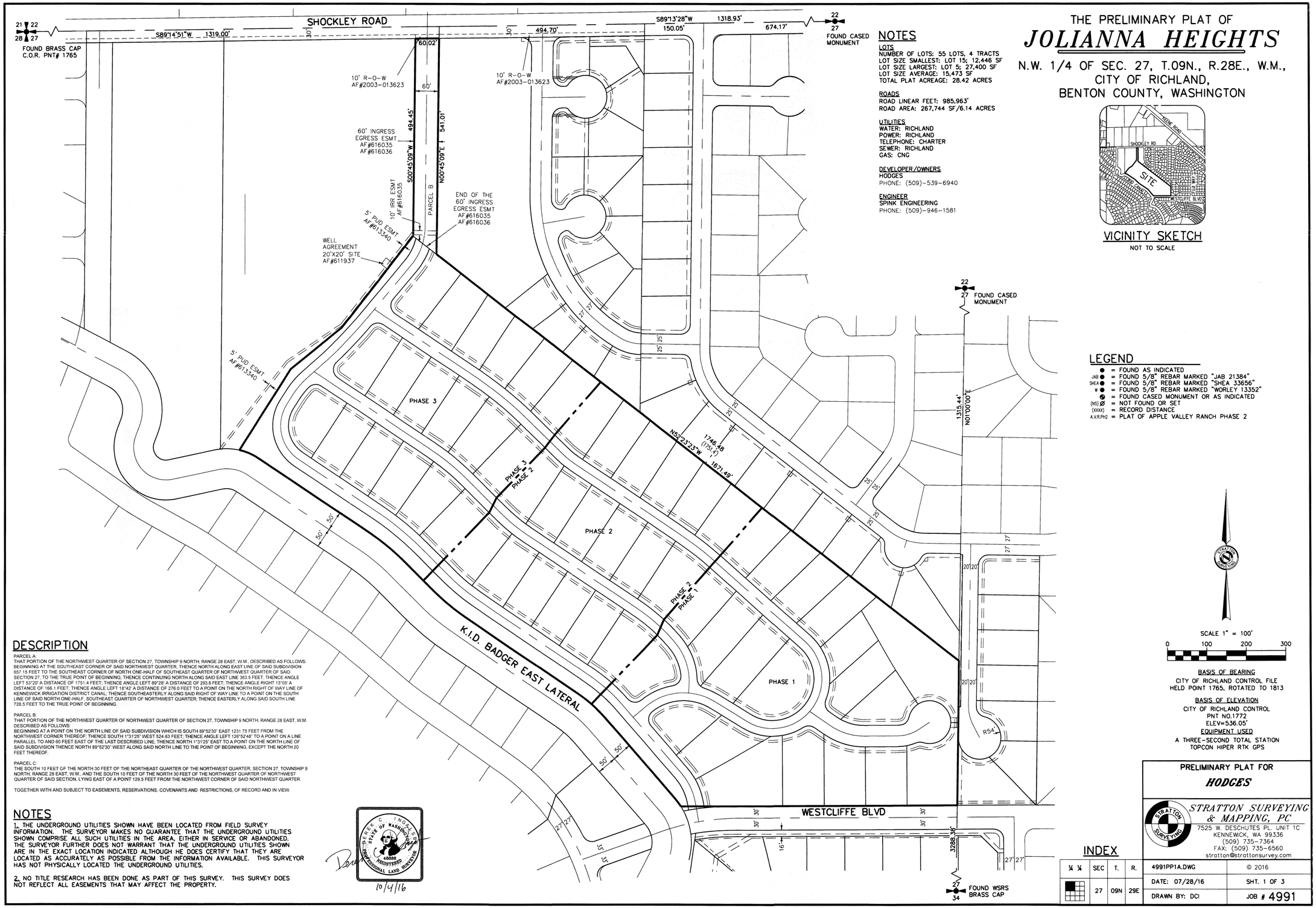
Date of Planning Commission Hearing _____

Action by Planning Commission - Minutes _____

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

THE PRELIMINARY PLAT OF
JOLIANNA HEIGHTS

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



NOTES

LOTS
NUMBER OF LOTS: 55 LOTS, 4 TRACTS
LOT SIZE SMALLEST: LOT 15; 12,446 SF
LOT SIZE LARGEST: LOT 5; 27,400 SF
LOT SIZE AVERAGE: 15,473 SF
TOTAL PLAT ACREAGE: 28.42 ACRES

ROADS
ROAD LINEAR FEET: 985,963'
ROAD AREA: 267,744 SF/6.14 ACRES

UTILITIES
WATER: RICHLAND
POWER: RICHLAND
TELEPHONE: CHARTER
SEWER: RICHLAND
GAS: CNG

DEVELOPER/OWNERS
HODGES
PHONE: (509)-539-6940

ENGINEER
SPINK ENGINEERING
PHONE: (509)-946-1581

VICINITY SKETCH
NOT TO SCALE

LEGEND

- ● = FOUND AS INDICATED
- JAB ● = FOUND 5/8" REBAR MARKED "JAB 21384"
- SHEA ● = FOUND 5/8" REBAR MARKED "SHEA 33656"
- W ● = FOUND 5/8" REBAR MARKED "WORLEY 13352"
- ◎ = FOUND CASED MONUMENT OR AS INDICATED
- (NS) Ø = NOT FOUND OR SET
- (XXXX) = RECORD DISTANCE
- A.V.R.PH2 = PLAT OF APPLE VALLEY RANCH PHASE 2

SCALE 1" = 100'
0 100 200 300

BASIS OF BEARING
CITY OF RICHLAND CONTROL FILE
HELD POINT 1765, ROTATED TO 1813

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL
PNT NO.1772
ELEV=536.05'

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
TOPCON HIPER RTK GPS

DESCRIPTION

PARCEL A:
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH ALONG EAST LINE OF SAID SUBDIVISION 657.15 FEET TO THE SOUTHEAST CORNER OF NORTH ONE-HALF OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 27, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH ALONG SAID EAST LINE 363.5 FEET. THENCE ANGLE LEFT 53°20' A DISTANCE OF 1751.4 FEET; THENCE ANGLE LEFT 89°28' A DISTANCE OF 293.8 FEET; THENCE ANGLE RIGHT 13°05' A DISTANCE OF 166.1 FEET; THENCE ANGLE LEFT 18°42' A DISTANCE OF 276.0 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF KENNEWICK IRRIGATION DISTRICT CANAL; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF, SOUTHEAST QUARTER OF NORTHWEST QUARTER; THENCE EASTERLY ALONG SAID SOUTH LINE 728.5 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:
THAT PORTION OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M. DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION WHICH IS SOUTH 89°52'30" EAST 1231.75 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE SOUTH 1°31'25" WEST 524.63 FEET; THENCE ANGLE LEFT 126°52'48" TO A POINT ON A LINE PARALLEL TO AND 60 FEET EAST OF THE LAST DESCRIBED LINE; THENCE NORTH 1°31'25" EAST TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION THENCE NORTH 89°52'30" WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, EXCEPT THE NORTH 20 FEET THEREOF.

PARCEL C:
THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 27, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., AND THE SOUTH 10 FEET OF THE NORTH 30 FEET OF THE NORTHWEST QUARTER OF NORTHWEST QUARTER OF SAID SECTION, LYING EAST OF A POINT 129.5 FEET FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER.

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

NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

2. NO TITLE RESEARCH HAS BEEN DONE AS PART OF THIS SURVEY. THIS SURVEY DOES NOT REFLECT ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.

STEVEN C. INGALLS
STATE OF WASHINGTON
48506
REGISTERED PROFESSIONAL LAND SURVEYOR
10/4/16

PRELIMINARY PLAT FOR
HODGES

STRATTON SURVEYING & MAPPING, PC
7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

INDEX

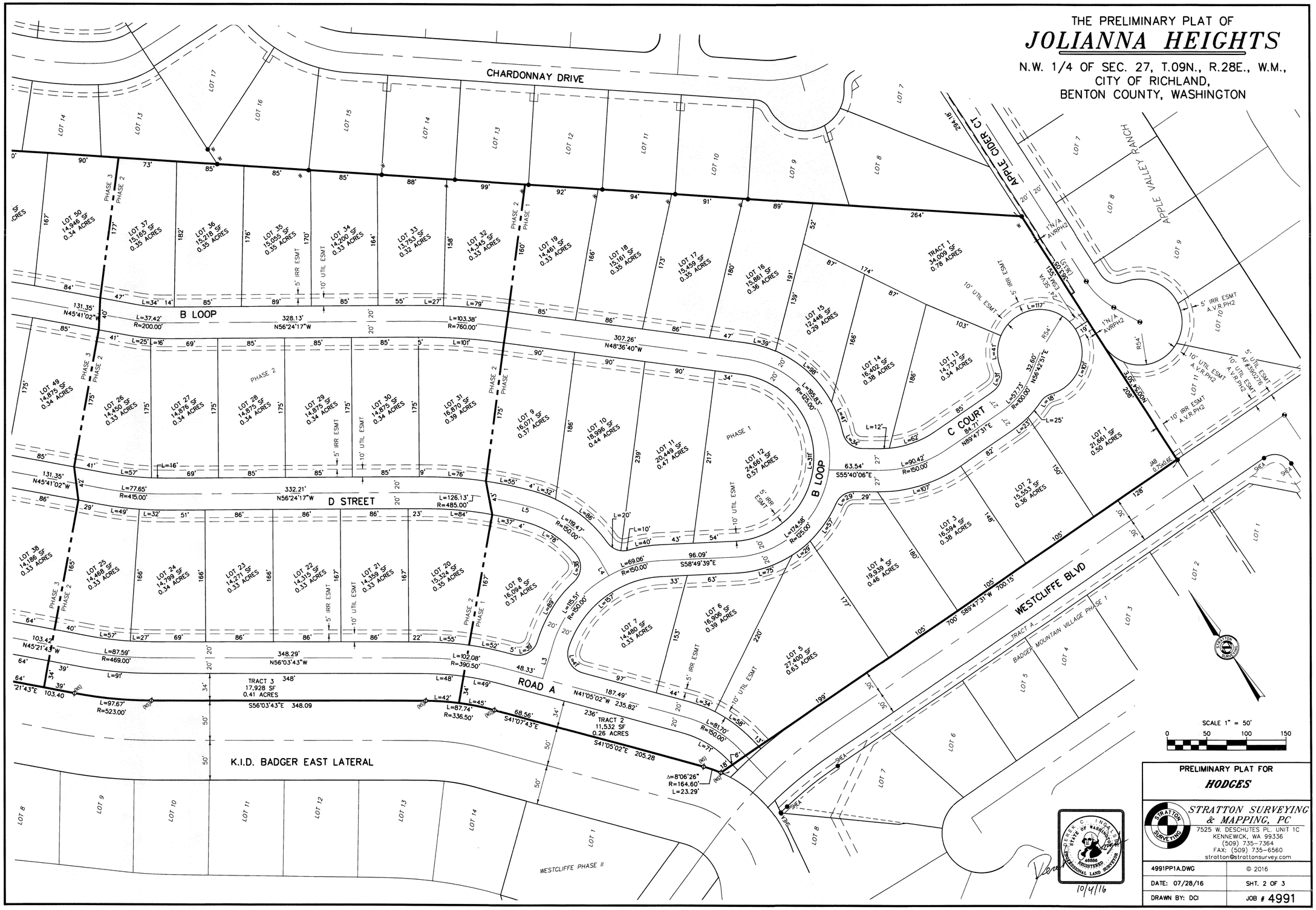
¼ ¼	SEC	T.	R.
	27	09N	29E

4991PP1A.DWG	© 2016
DATE: 07/28/16	SHT. 1 OF 3
DRAWN BY: DCI	JOB # 4991

THE PRELIMINARY PLAT OF

JOLIANNA HEIGHTS

N.W. 1/4 OF SEC. 27, T.09N., R.28E., W.M.,
CITY OF RICHLAND,
BENTON COUNTY, WASHINGTON



PRELIMINARY PLAT FOR

HODGES

STRATTON SURVEYING & MAPPING, PC
7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

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DATE: 07/28/16	SHT. 2 OF 3
DRAWN BY: DCI	JOB # 4991

10/4/16

THE PRELIMINARY PLAT OF

JOLIANNA HEIGHTS

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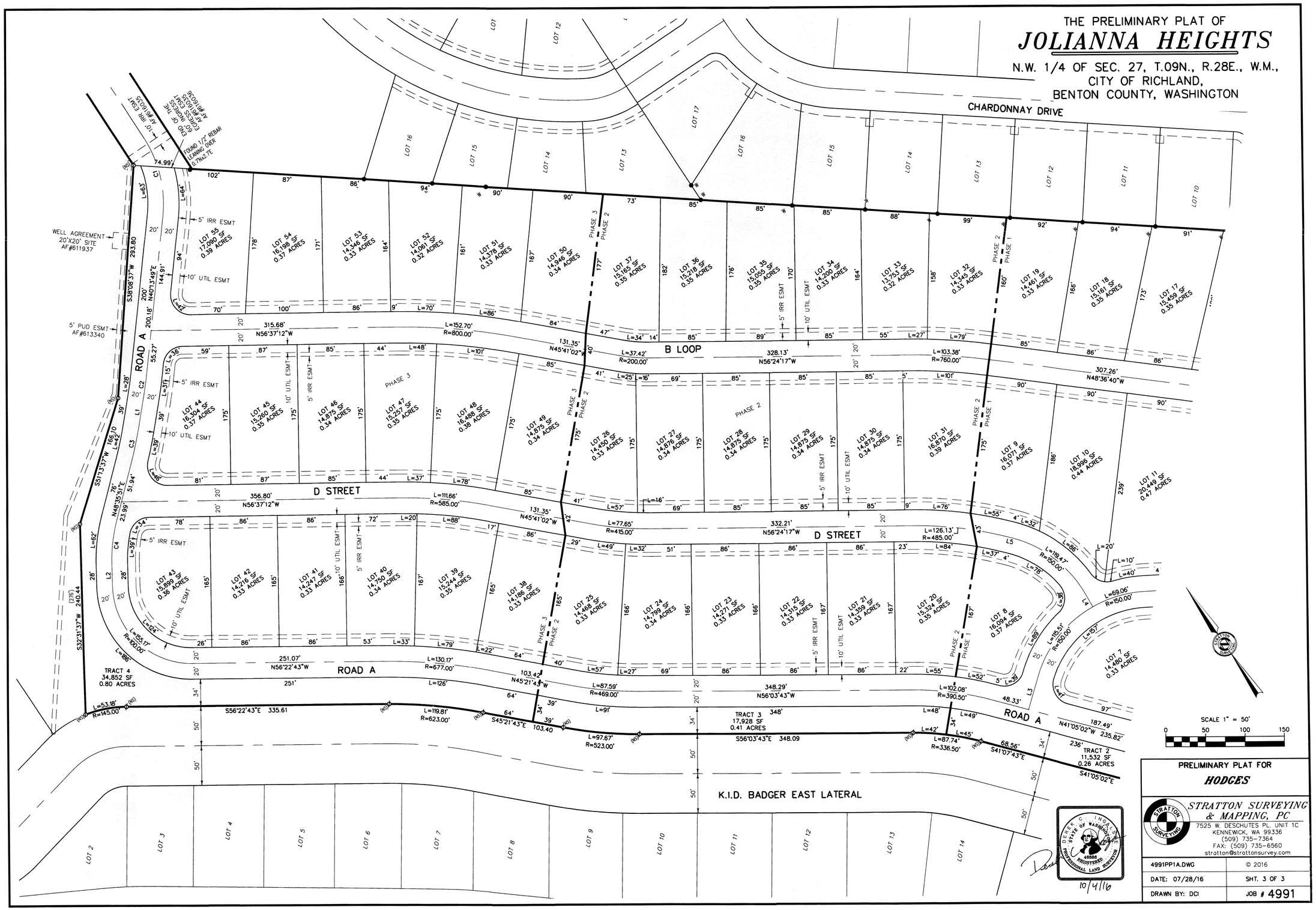
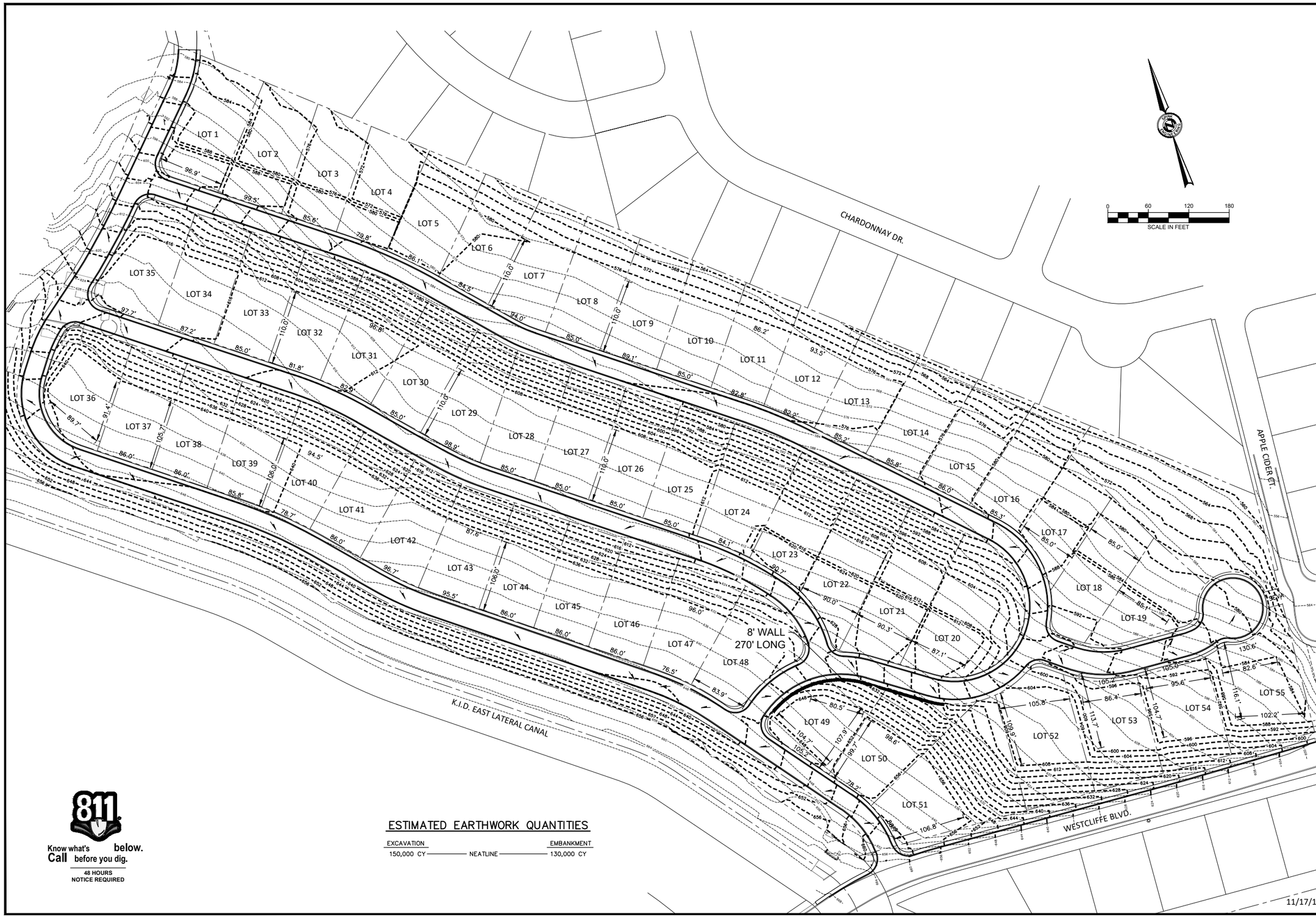
BENTON COUNTY, WASHINGTON





Know what's below.
Call before you dig.
48 HOURS
NOTICE REQUIRED

ESTIMATED EARTHWORK QUANTITIES

EXCAVATION		EMBANKMENT
150,000 CY	NEATLINE	130,000 CY

11/17/15

REV	DATE	REVISION COMMENTS	BY	APP
-	-	-	-	-

SPINK ENGINEERING
1045 Jadwin Ave., Suite E • Richland, WA • 509.946.1581 • www.spinkeng.com

DRAWN BY:
DESIGNED BY:
APPROVED BY:
FILE: 15116.dwg

HODGES

PRELIMINARY GRADING PLAN

JOLIANNA HEIGHTS

RICHLAND WASHINGTON

SHEET 1 of 1

JOB# 15-116

DWG# 600-XXX

From Westcliffe Boulevard Looking Northwest

From Westcliffe Boulevard Looking North

From Westcliffe Boulevard Looking East

From Westcliffe Boulevard Looking West – along KID Canal

From Shockley Road Looking Southeast

From Shockley Road Looking Southeast – along Access Road to Site

From Riesling Street Looking South

CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (S2016-102)

Notice is hereby given that Wes Hodges on October 6, 2016, filed an application for preliminary plat approval to subdivide an approximately 28.4 acre site into 55 single family residential lots (Preliminary Plat of Jolianna Heights). The proposed plat is located north of Westcliffe Boulevard, west of Apple Cider Court and south of the plat of Vineyards and Shockley Road. The proposed plat would have an average lot size of 15,473 square feet.

The Richland Hearings Examiner, on Thursday November 17, 2016, will conduct a public hearing and review of the application at 6:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express his views or to be notified of any decisions pertaining to this application should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to rsimon@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Wednesday, November 9, 2016 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Tile 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.

_____

Rick Simon,
Development Services Manager

SHOCKLEY RD
WHITE TAIL DR
COTTONTAIL LN
QUEENSGATE DR
RIESLING ST
SAUVIGNON CT
CHARDONNAY DR
NAPA CT
VINTAGE AVE
FUJI WAY
SPARTAN CT
ROME CT
CAMEO DR
MERLOT CT
JONAGOLD DR
MEADOW HILLS DR
Project Site
KID Irrigation Canal
APPLE CIDER CT
LODI LOOP
CORTLAND AVE
WHITE BLUFFS ST
WESTGATE WAY
TUSCAN
WESTCLIFFE BLVD
LAKEROSE LOOP
N
W
E
S

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Lynne Follett, who, being first duly sworn upon oath deposes and says:

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

2. On the 26th day of October, 2016, I mailed a copy of the attached NOTICE OF PUBLIC HEARING for the preliminary plat approval to subdivide approximately 28.4 acres, file number S2016-102, to the attached list of individuals via regular USPS mail on the date indicated above.

Lynne Follett
Print Name: Lynne Follett

SIGNED AND SWORN to before me this 26th day of October, 2016.

Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Cynthia Lynn Somers
Printed Name
Residing at Kennewick WA
My appointment expires: July 10, 2020

CYNTHIA LYNN SOMERS
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-20
STATE OF WASHINGTON

CYNTHIA LYNN SOMERS
NOTARY
PUBLIC
STATE OF WASHINGTON
07-10-20

AFFIDAVIT OF POSTING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, **Shane O'Neill**, who, being first duly sworn upon oath deposes and says:

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

2. On the 27th day of October, 2016, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2016-102 on the property at:

761 Shockley Road
PIN # 1- 27982000009000

Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 27th day of October, 2016 by SHANE O'NEILL.

Signature of Notary

Cynthia Lynn Somers
Printed Name

Notary Public in and for the State of Washington,
Residing in Kennewick WA
My appointment expires: 07/10/2020

CYNTHIA LYNN SOMERS
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-20
STATE OF WASHINGTON

City of Richland
Notice of Public Hearing

File No: S2016-102
Proponent: Wes Hodges
Proposal: Preliminary Plat of Jolianna Heights to divide 28.4 acres into 55 single family residential lots, and 4 tracts.
Location: North of Westcliffe Boulevard, west of Apple Cider Court & south of the plat of Vineyards and Shockley Road.
Hearing: Before the Richland Hearing Examiner on Thursday, November 17, 2016 at 6:00 p.m. in the Council Chambers, Richland City Hall, 505 Swift Boulevard.
Contact: Rick Simon, Development Services Manager
PO Box 190, MS-35
Richland, WA 99352
rsimon@ci.richland.wa.us

A. BACKGROUND

1. Name of proposed project, if applicable: Joliauna Heights

2. Name of applicant: Wes Hodges

3. Applicant contact information:
   Address: 1191 Plateau Dr.
   Richland WA 99352
   Phone #: 509 539 6940
   email address:

4. Date checklist prepared: 9-30-16

5. Agency requesting checklist:

City of Richland
RS
10/12/16

6. Proposed timing or schedule (including phasing, if applicable): Within 1 year 2017

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

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No

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

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
28 Acres of Land, subdivided into appx 57 lots
Average size 12,500 SQF

Attached preliminary plat show 55 lots and 4 tracts
RS
10/12/16

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. 760 Shockley Rd Richland WA 99352
761
Portion of NW Quarter of Section 2 Township N. Range 28 E

...location cont'd:

_____

_____

_____

_____

B. ENVIRONMENTAL ELEMENTS

1. Earth

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

b. What is the steepest slope on the site (approximate percent slope)? 15 %

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. Sandy Loam

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. NO

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.
ON SITE FILL / GRADE APPY 150 SQ YARDS

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

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? 90%

Typical impervious surface coverage for large lot SF subdivision and accompanying street system is approx 50%
RS
10/12/16

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
WATER and SOILD CONTROL MEASURES

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. NONE

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. NO

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

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. NO

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 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, NO
describe the type of waste and anticipated volume of discharge. NO

b. Ground Water:

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

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

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

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

4. Plants

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

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
____grass
____pasture
____crop or grain
_X_ 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? All Cherry Trees

c. List threatened and endangered species known to be on or near the site. none

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: none

e. List all noxious weeds and invasive species known to be on or near the site. None

5. Animals

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

birds: hawk, heron, eagle, songbirds, other: _____

mammals: deer, bear, elk, beaver, other: _____

fish: bass, salmon, trout, herring, shellfish, other _____

According to Dept. of Fish and Wildlife PHS mapping, there are no known priority habitats or species on-site
RS
10/12/16

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

c. Is the site part of a migration route? If so, explain. NO
Yes, Richland is within the Pacific Flyway.

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

e. List any invasive animal species known to be on or near the site. None

6. Energy and natural resources

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

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: Development of site will require compliance with WA State Energy Code RS 10/12/16

7. Environmental health

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

1) Describe any known or possible contamination at the site from present or past uses. None

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. None

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. None

4) Describe special emergency services that might be required. None

5) Proposed measures to reduce or control environmental health hazards, if any: None

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. none

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

8. Land and shoreline use

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

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

i) 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

b. Describe any structures on the site. manufactured house, and shop

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

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

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

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

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? 150

j. Approximately how many people would the completed project displace? none

k. Proposed measures to avoid or reduce displacement impacts, if any: none

R1-10 Single Family Residential RS 10/12/16

Low Density Residential RS 10/12/16

Slopes in excess of 15% require geotechnical review under City Sensitive Areas Ordinance. Report is attached RS 10/12/16

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Adhere to City/ Ordinance

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

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. 57 high income

Proposal consists of 55 lot subdivision RS 10/12/16

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. None

c. Proposed measures to reduce or control housing impacts, if any: None

10. Aesthetics

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

Zoning limits building height to 30 feet RS 10/12/16

b. What views in the immediate vicinity would be altered or obstructed? None

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

11. Light and glare

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

b. Could light or glare from the finished project be a safety hazard or interfere with views? no

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: N/A

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? no

There is an existing neighborhood park approximately .3 miles east of the site. the site is adjacent to the KID canal, which is informally used as a walking path RS 10/12/16

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: N/A

Project is subject to payment of park mitigation fees per RMC 22.12 RS 10/12/16

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. NO

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. NO

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. N/A

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

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Access to be provided from adjacent Shackley Road and Westcliffe Blvd. RS 10/12/16

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? Yes, Bus

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? None

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

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. NO

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? 150. / ITE Trip generation manual estimates 10 trips per single family residence / day, resulting in an estimated ADT of 550. RS 10/12/16

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. no

h. Proposed measures to reduce or control transportation impacts, if any: N/A Project is subject to payment of traffic impact fees RS 10/12/16

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. no

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

16. Utilities

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

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

C. Signature

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

Signature: W Hodges

Name of signee: Wes Hodges

Position and Agency/Organization: Owner

Date Submitted: 9-30-16

Community & Economic Development Department

This application was reviewed by the Planning Division of the Community & Economic Development Department. Any comments or changes made by the Department are entered in the body of the checklist and contain initials of the reviewer.

Reviewer Signature _____ Date 10/12/16

D. supplemental sheet for nonproject actions

File No. EA2016-30

CITY OF RICHLAND
Mitigated Determination of Non-Significance

Description of Proposal the subdivision of a 28.4 acre site to consisting of 55 single family residential lots and 4 tracts with associated street construction, utility line extensions and storm drainage system construction.

Proponent Wes Hodges

Location of Proposal South of Shockley Road, North of Westcliffe Boulevard and Kennewick Irrigation District East Badger Lateral Canal and West of Apple Cider Court in the Northwest ¼ of Section 27, Township 9 North, Range 28 E.W.M.

Lead Agency City of Richland

The lead agency for this proposal has determined that, as conditioned, it does not have a probable significant adverse impact on the environment. (A copy of the required conditions is attached.) 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.

(**XX**) This MDNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by **October 31, 2016**.

( ) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official Rick Simon

Position/Title Planning and Development Services Manager

Address P.O. Box 190, Richland, WA 99352

Date October 14, 2016 **Signature**_____

CONDITIONS FOR MITIGATING ENVIRONMENTAL IMPACTS

1) The project shall proceed in conformance with the Geotechnical Investigation Report for Jolianna Heights prepared by White Shield, Inc. dated September 26, 2016, including recommendations for review of final site grading and construction plans and engineering observation of soil pretreatment, soil placement and compaction, soil testing, engineering observation of slope construction process, geotechnical engineering approval of final site grading, soil compaction and monitoring of groundwater conditions.

2) Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington and as identified by permit conditions issued by the City of Richland and or the Washington State Department of Ecology.

3) An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion from occurring within the site and prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.

4) A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.

5) No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland.

6) The applicant shall comply with City and state noise standards throughout the construction of the project.

7) Development within the project site shall be subject to the payment of traffic and parks mitigation fees as required under Chapters 12.03 and 22.12 of the Richland Municipal Code.

8) If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contact the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

Geotechnical Investigation Report
Jolianna Heights
Richland, Washington

September 26, 2016

Submitted To:

Mr. Wes Hodges
Richland, Washington

Prepared By:

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White Shield, Inc. Project No. 116-073-01

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APPENDICES

APPENDIX A

Figure 1: Site Location Map
Figure 2: Site Exploration/Topography Map
Figure 3: Geologic Cross-Section of the Pasco Basin

APPENDIX B

Soil Classification and Log Key
Test Pit Logs TP-1 through TP-24
Infiltration Test Plot
Seven Sieve Analyses

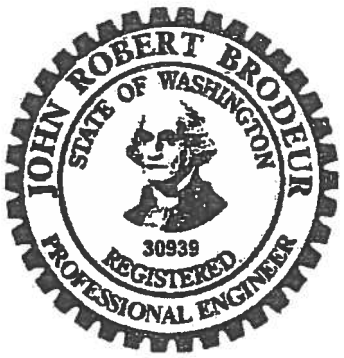
APPENDIX C

Washington State Department of Ecology Well Log Data

CERTIFICATE OF ENGINEER

Geotechnical Investigation Report
Jolianna Heights
Richland, Washington

The technical information and data contained in this report were prepared under the direction and supervision of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



JOHN ROBERT BRODEUR

Prepared by:

John R. Brodeur, PE, LEG
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1.0 INTRODUCTION

1.1 Project Background

White Shield Inc. (WSI) is pleased to present this Geotechnical Investigation Report for the Jolianna Heights development in Richland, Washington (site). The site location is shown in the attached Appendix A, Figure 1: Site Location Map.

The proposed project consists of construction of a housing development covering 26 acres of land with 55, ⅓-acre lots. A draft site development plan showing the proposed lot layout is provided on Figure 2: Site Exploration/Topography Map. The entire site currently consists of a cherry orchard surrounded by high density residential development. The property has a moderate slope toward the northeast with an average grade across the site of about 15 percent.

This report presents the results of our geotechnical investigation. The investigation was conducted to determine the basic soil and groundwater conditions at the development site and to provide geotechnical design and construction specifications for construction of the development. It includes a review of the regional and local geology, a description of site soils and soil profiles, an assessment of the infiltration rate of the soils for stormwater system design, and geotechnical recommendations and specifications for construction of the development.

The site investigation for this report was accomplished by excavating twenty-four exploration test pits across the site to allow WSI to observe, sample, and test the soil and to assess subsurface conditions. One test pit infiltration test was conducted at a possible infiltration site to measure the infiltration rate of the soil.

1.2 Scope of Services

This geotechnical investigation scope of services for this project was limited to the following principal tasks.

1.2.1 Literature Review

Literature review for this project included a review of geology references of the area, a review of groundwater well logs from the area, and an assessment and correlation of information about the local geology that we have obtained from previous work in the area. Basic site geology information is provided in the detailed geologic map of the Richland Quadrangle compiled by Reidel and Fecht (1994). Additional information on the basic geology of the Mid-Columbia area is included in Lindsey (1996) and a discussion of the underlying Miocene-age basalt bedrock structure is provided in Reidel (et al., 1994). The additional information about the underlying geology and geohydrology of the site comes from correlating the site data with data from nearby locations.

Well logs of two nearby groundwater wells were obtained from the Washington State Department of Ecology online database and are provided in Appendix C. However, the logs proved to contain little reliable inform about the sediments overlying bedrock. The two logs did provide an assessment of the approximate depth-to-bedrock in the area.

1.2.2 Test Pit Investigation

The subsurface exploration was completed by excavating twenty-four exploration test pits across the site (designated as TP-1 through TP-24). The test pits were excavated around the perimeter of the existing orchard using a large trackhoe to depths of up to 16 feet below the ground surface (bgs). Test pits placed across the middle of the orchard were excavated by a mini-excavator to depths of up to 10 feet bgs. The test pits were logged by WSI geotechnical staff, representative soil samples were collected, in-situ soil tests were conducted, and soil moisture conditions were determined. All test pit logs are provided in Appendix B. Approximate test pit locations are provided on Figure 2.

1.2.3 Infiltration Testing

One infiltration test was conducted adjacent to test pit TP-6 at the northeast corner of the property to assess the infiltration rate at the proposed location of an infiltration pond. The infiltration test involved excavating a test pit to a depth of 10 feet bgs, filling it with water, and monitoring the drawdown over time until a steady-state infiltration rate was achieved. The results of the infiltration test are provided in Appendix B as a drawdown plot over time.

1.2.4 Laboratory Soils Testing

Soil samples collected during the field investigation were returned to our geotechnical laboratory for characterization, classification, and testing. Soil testing for this project included index properties testing, dry sieve analyses, and moisture content determinations of select soil samples. Soil characterization laboratory tests and classification results are shown on the test pit logs. Sieve analyses results are also provided in Appendix B.

1.2.5 Geotechnical Design Analysis

Data collected during our site investigation were analyzed to develop site- and project-specific geotechnical design and construction recommendations for the proposed development.

1.2.6 Report Preparation:

This Geotechnical Investigation Report presents the results of our work including information as it relates to the following:

- Test pit exploration logs.
- Infiltration test results.
- Laboratory test results.
- Description of subsurface soil and groundwater conditions.
- Earthwork and site preparation recommendations.
- Slope design and construction recommendations.
- Design recommendations for shallow-home foundations.
- Design earth pressure recommendations.
- International Building Code (IBC [2012]) seismic design parameters.

- Site infiltration design/stormwater management recommendations.

2.0 SITE CONDITIONS

2.1 Local and Site Geology

Keene Road is the approximate center of a synclinal depression between two northwest- to southeast-trending uplifts or fold belts in the Columbia River basalt bedrock that underlies the site. The site is located near the base of a sloping uplifted block of basalt that extends up into the Westcliffe development above the Kennewick Irrigation District (KID) canal.

Well log data, provided in Appendix C, indicates that basalt bedrock underlies adjacent areas just below the site at about 100 feet deep. Test pit data suggest that basalt bedrock may be shallow along the drainage on the northwest side of the site. Older Google Earth™ images of that drainage show that it extended up into the upper uplifted block. Since most of the drainages off of Badger Mountain developed in areas with transverse thrust faults, this would explain the shallow rock encountered in the northwest corner of the site.

Supra-basalt sediments deposited in the Keene Road valley area on top of the folded Miocene-age basalt bedrock include sediments of the pre-Pleistocene Ringold Formation as well as Pleistocene-age outwash flood deposits and post-Pleistocene eolian (wind-blown) sediments. An idealized geologic cross section of the Pasco Basin (Lindsey [1996]) is provided on Figure 3 for the following discussion. Sediments of the Savage Island Member at the top of the Ringold Formation are present beneath the site, although they were not intercepted at the site by any of the deep test pits.

At about 3.4 Ma (mega-annum [millions of years]) the environment in Columbia Valley turned into a drying lake bed conditions for about a million years, and a silt and carbonate evaporite layer formed at the top of the Ringold Formation. This carbonate-cemented silt layer forms the top of the White Bluffs overlooking the Columbia River. At Moses Lake, in the middle of the Columbia Basin, the carbonate and silt layer is about 50 feet thick and is covered with about 50 feet of glacial outwash material. This carbonate layer is referred to as the Plio-Pleistocene unit (Plio-P) and it is specifically labeled on Figure 3.

In the Pasco Basin, the Plio-P unit is found in West Richland at Paradise and Bombing Range Road and we have traced it across Richland and Kennewick up against the Badger Mountain and Thompson's Hill uplifts right at the base of the main KID canal. At the base of Thompson's hill, the Plio-P is about 2 feet thick and is continuous across the base of the uplift. Throughout most of the upper valleys, such as that along Keene Road, the Plio-P unit was eroded away during the early Pleistocene-age cataclysmic floods, leaving only a remnant bathtub ring of carbonate up against the uplifts and within the native bedrock where it has sealed the fractures and pores in the bedrock. The Plio-P carbonate unit creates a temporal marker bed that tells exactly where one is within the geologic time section (refer, Figure 3). The Plio-P unit is also highly impermeable, creating areas in Kennewick and Richland where storm and irrigation water infiltrates onto the slopes up above and travels downslope along the top of the Plio-P, only to daylight-out down below.

At this site, we would expect to find the Plio-P unit up against the KID canal. However, we found evidence of the Plio-P unit only in test pit TP-14 at a depth of 10 feet bgs. In this case, it was too deep to positively confirm this interpretation.

During the late Pleistocene, cataclysmic flood events occurred at times when Wallula Gap was clogged with previous flood debris. This inundated the Pasco Basin multiple times creating temporary glacial Lake Lewis. When a flood event occurred and Lake Lewis formed, the static lake water was laden with silt that rained down onto the temporary lake bed depositing rhythmically-bedded silt deposits that are referred to as Touchet Beds. The fine rhythmic bedding lines are formed by slow moving currents in the slackwater as the silt settled down on the lake bed. Areas inundated by glacial Lake Lewis that had faster currents show sequences of coarser sand rather than silt and classic deep water current structures were formed, such as parallel bedding, cross bedding, and deeper cross cuts in the soil profile.

The geologic map of the project area shows the surface material on the site as (Qht) for Quaternary Touchet Bed deposits. These deposits are described as:

> *Rhythmically bedded silt with stringers of coarse-grained sand and gravel. Deposited in low energy slackwater areas of Pleistocene floods, predominantly quartz and feldspar, often containing discrete ash horizons. Ice-rafted debris locally on top surface of unit.*

This is the principal soil type found at this site. Qht also includes Mount Saint Helens volcanic ash that is dated to about thirteen-thousand years before present (ka) in the late Pleistocene.

2.2 Site Description and Surface Conditions

The southwest side of this rough, rectangular- polygonal-shaped site borders the somewhat level KID canal and the surface of the site slopes toward the northeast. The total drop across the site from southwest to northeast is about 100 feet and the net grade across the site is about 14 percent. That grade is relatively consistent across the site, no doubt due to previous earthwork when they set up the cherry orchard. The orchard covers most of the site except for perimeter roadways. The orchard has been and continues to be irrigated for production next spring.

Paleodrainages are present on the northwest and southeast sides of the site as indicated by the upgradient V shapes in the KID canal at these points. A review of historical Google Earth images revealed both drainages are seen in the oldest image from 1996, before the WestCliffe development was constructed above the canal. The paleodrainages would likely control the subsurface drainage in the local area and the bottom of the drainages would be the best place to look for shallow groundwater.

2.3 Site Soils

The basic soil profile at this site consists of a variable thickness surface layer of eolian fine sand and silt overlying a thick sequence of late Pleistocene Touchet Bed silt deposits. The

surface eolian soil is highly disturbed from the native condition and the surface soil is likely mixed to some degree with the underlying silt soil.

The Touchet Bed silt soil is described as dry to moist, olive-brown to light olive-brown silt with little to some fine sand.

Six sieve analyses of this soil showed silt content between 60 and 70 percent silt, classifying the soil as **ML** for sandy silt. This soil shows relatively high soil strength, or a medium dense to dense consistency, as determined by dynamic penetrometer measures. That high strength is the result of a high degree of carbonate cementation in the soil.

Nuclear density measures of the mass density of the silt were not obtained during our site investigation. However, our experience with the local Touchet Bed silt soils tells us that the native soil density is likely to be low and the soil has some potential for hydro-collapse. The low density is caused by the way it was deposited into deep, slack-floodwater conditions where the silt accumulated on the lake bottom without any compaction. The soil is held together by carbonate and clay cementation. The cementation largely breaks down with wetting. As a result, areas of the project with native soil must be remediated with deep moisture conditioning and compaction treatment during construction, and then proof-rolling to verify. Touchet Bed silt was found in most of the test pits and it represents the principal soil that will be encountered at this site. The thickness of the Touchet Bed deposits is greater than the deepest test pit at about 16 feet bgs.

On the northwest side of the development in test pits TP-1, TP- 16 and TP-17, gravel and cobble were encountered, which eventually turned into coarse angular basalt cobble colluvium. As a result, we believe there is a bedrock subcrop below the shallow overburden in this area. Review of the surface topography contours on Figure 2 suggest the presence of a small subsurface ridge of bedrock adjacent to the drainage just northwest of the site. This would not be a good place to plan for extensive soil cuts. Better definition of that area is possible in the future if required. Sewer line installation in this area may require some bedrock excavation.

On the southeast side of the development in test pits TP-8, TP-9 and TP-24, subrounded gravel and cobble were encountered. This was likely deposited within the old paleo drainage that cut through this area. This was not angular basalt cobble that would suggest the presence of bedrock in this area. This gravel is probably alluvium material from above that was carried down by floodwaters and co-deposited with the Touchet Bed silt.

In test pit TP-14 at a depth of 10 feet bgs, we found probable remnants of the Plio-Pleistocene carbonate unit. This carbonate unit was only about 2 feet thick, which is consistent with other occurrences of the unit elsewhere in Richland and Kennewick. The carbonate was underlain by an indurated silt that we believe to be the Savage Island member of the Ringold Formation.

The Touchet Bed silt soil also contains volcanic ash from an eruption from Mount Saint Helens 13 thousand years ago—dating the soil to the end of the Pleistocene as one would

expect. The volcanic ash also contributes to the soils low density, high cementation, and relatively high strength of the Touchet Beds.

2.4 Site Groundwater

No areas with perched groundwater were found within the thick sequence of Touchet Bed silt soil at the site in any of the test pits. Areas with moist soil were limited to the upper few feet of the subsurface. No deep subsurface moist areas were found at the site. Test pits along the northeast side of the site were extended as deep as 16 feet bgs with a trackhoe for the purpose of looking for any subsurface water on the downhill side. Instead, we found nothing but dry Touchet Bed silt soil. In spite of the fact that the site has been continually irrigated, not subsurface perched groundwater conditions have developed at the site.

3.0 GEOTECHNICAL DESIGN RECOMMENDATIONS

3.1 Site Grading Design

Grading design should use a maximum slope of 1V:2H (vertical to horizontal), or 50 percent grade for all cut and fill slopes. Preliminary grading plans by Spink Engineering, LLC call for three terraced rows with level home pads and 1V:2H slopes between terraces.

3.2 Earthwork

3.2.1 Site Preparations

Prior to start of construction, the cherry trees must be removed and all major roots and stumps must be removed from the site. The site must be cleared and grubbed to remove all areas of surface vegetation. Grubbing material should either be used as landscape fill or it should be hauled off the site. Remove all roots and organic material, loose or soft soil, and old topsoil from all areas to receive fill soil, foundations, driveways, etc.

Positive drainage away from structures and pavement subgrade areas should be constructed and maintained throughout the project.

3.2.2 Base Soil Preparations

Some areas with high silt content may have a low soil density creating the potential for the soil to exhibit hydrocollapse. This is particularly the case with the high silt Touchet Bed deposits. Therefore, after grubbing is complete, all areas to receive soil fill shall be deep moisture conditioned and compacted to a minimum of 95 percent of the maximum dry density per ASTM International (ASTM) D1557. In areas of soil cut, the final cut surface shall also be deep moisture conditioned and compacted to specifications. Moisture conditioning shall penetrate at least 3 feet deep before the soil is compacted. In areas where the soil has a silt content of 80 percent or more, deep moisture conditioning may require a flood treatment to get good moisture penetration for effective compaction. Soil compaction shall be accomplished by wheel rolling with heavy equipment or with a large vibratory sheep's-foot roller compactor.

3.2.3 Proof-rolling and Native Subgrade Compaction Verification

Prior to receiving fill soil, the subgrade soil shall be proof-rolled with a heavily-loaded scraper or other wheeled grading equipment to allow the geotechnical engineer to verify compaction.

All final grade soil cut areas on the lots and roadways with native undisturbed soil shall also be deep moisture conditioned and compacted to a minimum of 95 percent of the maximum dry density per ASTM D1557. Soil compaction shall be verified by nuclear density test method. The 1V:2H cut slopes in native undisturbed soil areas generally will not need moisture conditioning and compaction treatment as described above. Soil cut slopes shall be inspected by the geotechnical engineer to determine if any additional soil compaction is required.

3.2.4 Excavations

Conventional excavation and large earth-moving equipment can be used to excavate the silt and sand soil at this site. A maximum slope of 1V:1.5H is recommended for all

unsupported excavation sidewalls in the soil at the site. Any trenching or excavations over 4 feet bgs will require either the side slopes or shoring and bracing of the excavation.

The information excavation on slope protection is based on the Occupational Safety and Health Administration (OSHA) regulations and is provided entirely as a service to WSI's Client. Under no circumstances should the Client, their contractors, or subcontractors interpret this information to mean, or otherwise imply, that WSI assumes responsibility for construction site safety and/or temporary slope stability or the contractor's activities. Such responsibility is not implied and should not be inferred.

3.2.5 Structural Fill Soil Placement and Compaction

All soil fill placed during site grading operations is considered to be structural fill that must be placed and compacted according to the specifications in this section.

For structural fill, use existing on-site soil or approved imported soil. The on-site soil can be used as structural fill, provided it is free of organics and boulders that are greater than 6 inches in diameter and is installed in lifts and compacted in place. Imported structural fill soil should be sand or gravel that is well graded from fine to coarse and contains less than 15 percent by weight passing the No. 200 Sieve (silt). Crushed gravel is the best structural fill for home foundation subgrade areas.

All structural fill shall be placed in maximum 8-inch-loose lifts, moisture conditioned to optimum moisture content, and compacted to at least 95 percent of maximum dry density per ASTM D1557. Large, heavy, vibratory roller compactors or wheel-roller compaction equipment generally produces the best soil compaction results for large areas. If lightweight compaction equipment is used to compact the soil the maximum lift, thickness may need to be decreased.

Moisture requirements for soil compaction will vary as the silt content of the cut soil varies. It may be necessary to increase or decrease the water content during soil compaction to match the requirements of the soil. Mass grading and soil placement and compaction operations shall be observed and documented by WSI geotechnical staff. Soil compaction testing shall be accomplished using the Standard Test Method for In-Place Density (ASTM D6938).

3.2.6 Soil Cut and Fill Slopes

Soil cut slopes constructed in native undisturbed soil do not require the deep moisture conditioning and compaction treatment described in Section 3.2.2. Soil cut slopes shall be final graded, moisture conditioned and compacted to a non-yielding condition.

Soil fill slopes shall be built by first excavating a 2-foot by 2-foot keyway at the base or the toe of the slope to be constructed. The keyway excavation shall be backfilled with excavated soil that is placed in layers and compacted to specifications in Section 3.2.5. Upon completion of the keyway construction, the slope shall be constructed by laying in the soil fill in horizontal layers from the base upward, compacting each lift and overbuilding the slope as the soil is placed. Final grading should cut the final slope to a

maximum slope angle of 1V:2H. All soil fill slopes shall be constructed as structural fill slopes with the compaction of each layer conforming to the compaction requirements for structural fill in Section 3.2.4.

3.3 Geotechnical Recommendations for Home Construction

3.3.1 Foundation Design

Homes in this development can be supported on conventional spread footings in a manner consistent with IBC requirements. All footings should be supported on properly prepared subgrade in native soils, or on structural fill as previously discussed in this report. Footings shall have minimum widths, consistent with IBC Table 1805.3.1, and the bottom of the exterior footings shall be at least 24 inches below the lowest adjacent exterior grade for frost protection.

3.3.2 Foundation Subgrade Preparation

Home foundation subgrade areas shall be moisture conditioned and compacted to at least 95 percent of the maximum dry density per ASTM D1557.

3.3.3 Bearing Pressure

Building foundations will bear on the sandy silt soil at this site. WSI recommends the footings be sized to be consistent with the requirements of IBC Section 1804 and as summarized in Table 1804.2. For a sandy silt soil-type, foundations should exert a maximum soil bearing pressure of 1,500 pounds per square foot (lb/ft^2). Please note that this allowable soil bearing pressure assumes a minimum confinement depth, or depth of burial, of 2 feet bgs.

An assessment of loading on the foundation system should be completed by the structural engineer or building designer, to verify that the footing sizes comply with the aforementioned IBC requirements and the footings are correctly apportioned for the specified bearing capacity. For lateral forces, use a friction coefficient of 0.3 between the base of the footings and the underlying subgrade soil.

3.3.4 Foundation Walls and Lateral Earth Pressure

For foundation wall design purposes, use the following data:

Assumed Soil Density		=	110 lb/ft^3
Assumed Soil Internal Friction Angle		=	30 degrees
Coefficient of At-Rest Earth Pressure	K_o	=	0.50
At-rest Earth Pressure Equivalent Fluid Density		=	55 lb/ft^3
Coefficient of Active Earth Pressure	K_a	=	0.33
Active Earth Pressure Equivalent Fluid Density		=	36.3 lb/ft^3
Coefficient of Passive Earth Pressure	K_p	=	3.0
Passive Earth Pressure Equivalent Fluid Density		=	300 lb/ft^3

Use the at-rest pressure coefficient for the design of foundation walls and compact the backfill as recommended to fully mobilize the passive earth resistance.

3.3.5 Lot grading, Drainage, and Stormwater Infiltration

The ground surface adjacent to the homes shall slope away from the stem wall or slab at 5 percent for a minimum distance of 100 feet from the structure, per the requirements of IBC 1803.3. Landscaping and lot grading should consider drainage requirements of the structures and prevent ponding of water near structures or in yard areas. Roof drainage and other stormwater generated at each lot shall be infiltrated on each lot.

3.3.6 Seismic Design Criteria

The silty sand soil profile at this site has soil properties consistent with a seismic design Site Class D for a "Soft Soil Profile". For this site, use the seismic design parameters provided in the following Table 1.

Table 1: 2012 IBC Seismic Design Parameters

	Short Period	1 sec
Maximum Credible Earthquake Acceleration	S_s = 0.428	S_1 = 0.164
Site Class	D	
Site Coefficient	F_a = 1.45	F_v = 2.14
Adjusted Spectral Acceleration	S_{MS} = 0.623	S_{M1} = 0.352
Design Response Acceleration	S_{DS} = 0.416	S_{D1} = 0.235
Design Peak Ground Acceleration	0.16 g	

3.4 Site Infiltration Rate and Stormwater Recommendations

Preliminary plans call for stormwater to be infiltrated into infiltration trenches graded into the soil adjacent to the upper roadways. Infiltration trenches will be cut into all roadways, which

will be sloped toward the trenches. Any trench overflow will be routed to infiltration/evaporation ponds located along the bottom of the site.

The proposed stormwater infiltration approach will distribute and retain the runoff within the upper portion of the Touchet Bed silt soil and prevent the concentration of water in one area. This approach has the lowest potential for creating deep downgradient groundwater issues because the stormwater will infiltrate into the thick sequence of late Pleistocene Touchet Bed silt and not into the deeper subsurface. This soil is considered to have a high treatment capacity for adsorption of contaminants.

3.4.1 Infiltration Rate

The drawdown plot from the infiltration tests at TP-6 shows asymptotic steady-state drawdown rate of about 10 in/hr. To determine a reliable estimated infiltration or drawdown rate, WSI recommends starting with 10 inches per hour (in/hr) and reducing that value by a factor of 3 to account for horizontal to vertical anisotropy of the soil, as well as the inaccuracies in the infiltration test. WSI recommends using a design infiltration rate of 3 to 3.5 in/hr for the Touchet Bed silt soil at this site.

4.0 SUMMARY CONCLUSIONS

A geotechnical investigation was completed by conducting test pit explorations at the site and by collecting relevant geologic and geotechnical information about the site and surrounding area. Soil samples were collected for laboratory analyses including index properties testing, sieve analyses, and soil classification.

The basic soil profile consists of a few feet of near-surface silty sand (**SM**) and sandy silt (**ML**) which is underlain by late Pleistocene slackwater flood deposits called Touchet Bed silt. This soil is composed of a thick sequence of finely laminated sandy silt (**ML**). This soil shows a high degree of carbonate cementation and a significant amount of volcanic ash. Both the cementation and the volcanic ash content cause the soil to have a low density and relatively high soil strength. The Touchet Bed silt soil extends to a depth that is greater than 16 feet deep across most of the site.

Geotechnical specifications and recommendations are provided for site grading operations including recommendations for native soil moisture treatment, soil placement and compaction and slope construction. All native undisturbed areas that will receive soil fill and areas that remain after a soil cut, require deep moisture conditioned and compacted prior to placing fill soil. Pretreatment of the native soil is intended to densify any potentially collapsible soil areas.

Geotechnical specifications are included in this report for construction of homes according to standard IBC criteria.

Preliminary plans call for infiltration of stormwater into infiltration trenches along the side of the roadways. This effectively distributes the stormwater within the upper portion of the Touchet Bed silt soil where it will be retained for evapotranspiration. This infiltration method minimizes the possibility for the development of deep subsurface perched groundwater conditions. WSI recommends using a net design infiltration rate that is between 3.0 and 3.5 in/hr.

5.0 CONSTRUCTION OBSERVATION AND TESTING

Geotechnical engineering construction observation is required during construction of the development to monitor earthwork and soil and groundwater conditions. Construction observation will allow us to identify unexpected soil or groundwater conditions that were not identified in our test pit explorations and allow us to adjust our geotechnical recommendations as required. For this project, the following construction observation and field verification program is required.

- Geotechnical engineering review of the final site grading and construction plans and specifications.
- Geotechnical engineering observation of the soil pretreatment, including moisture conditioning and deep compaction of the soil.
- Geotechnical engineering observation of soil placement and compaction method, process, and soil testing to verify compaction.
- Geotechnical engineering observation of the slope construction process.

- Geotechnical engineering approval of final site grading and soil compaction.
- Geotechnical engineering monitoring of groundwater conditions.

6.0 LIMITATIONS AND RESTRICTIONS

The opinions, discussion, and conclusions presented in this report were based on information obtained or collected in the conduct of this geotechnical investigation. Soil conditions that are encountered beyond our exploratory test pits may vary. Unanticipated soil conditions and seasonal soil moisture variations are commonly encountered and cannot be fully determined by a few test pits or soil borings. Such variations may result in changes to our recommendations and may require that additional expenditures be made to attain a properly constructed project.

If there is a substantial lapse of time between submission of this report and the start of excavation work at the site, or if site conditions have changed due to natural causes, or if the basic project scheme is significantly modified from that assumed in the preparation of this report, WSI recommends that the report be reviewed to determine the applicability of the conclusions and recommendations.

This report was prepared exclusively for the Client and their architects and engineers for aiding in the design and construction of the proposed project and is not to be used for other projects of similar type or at a site in close proximity to this site. This report is not to be photographed, photocopied, or reproduced in total or in part, without the written consent of the Client and White Shield, Inc.

7.0 REFERENCES

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APPENDIX A

Figure 1: Site Location Map
Figure 2: Draft Site Exploration/Topography Map
Figure 3: Geologic Cross-Section of the Pasco Basin

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FIGURE 1 : SITE LOCATION MAP

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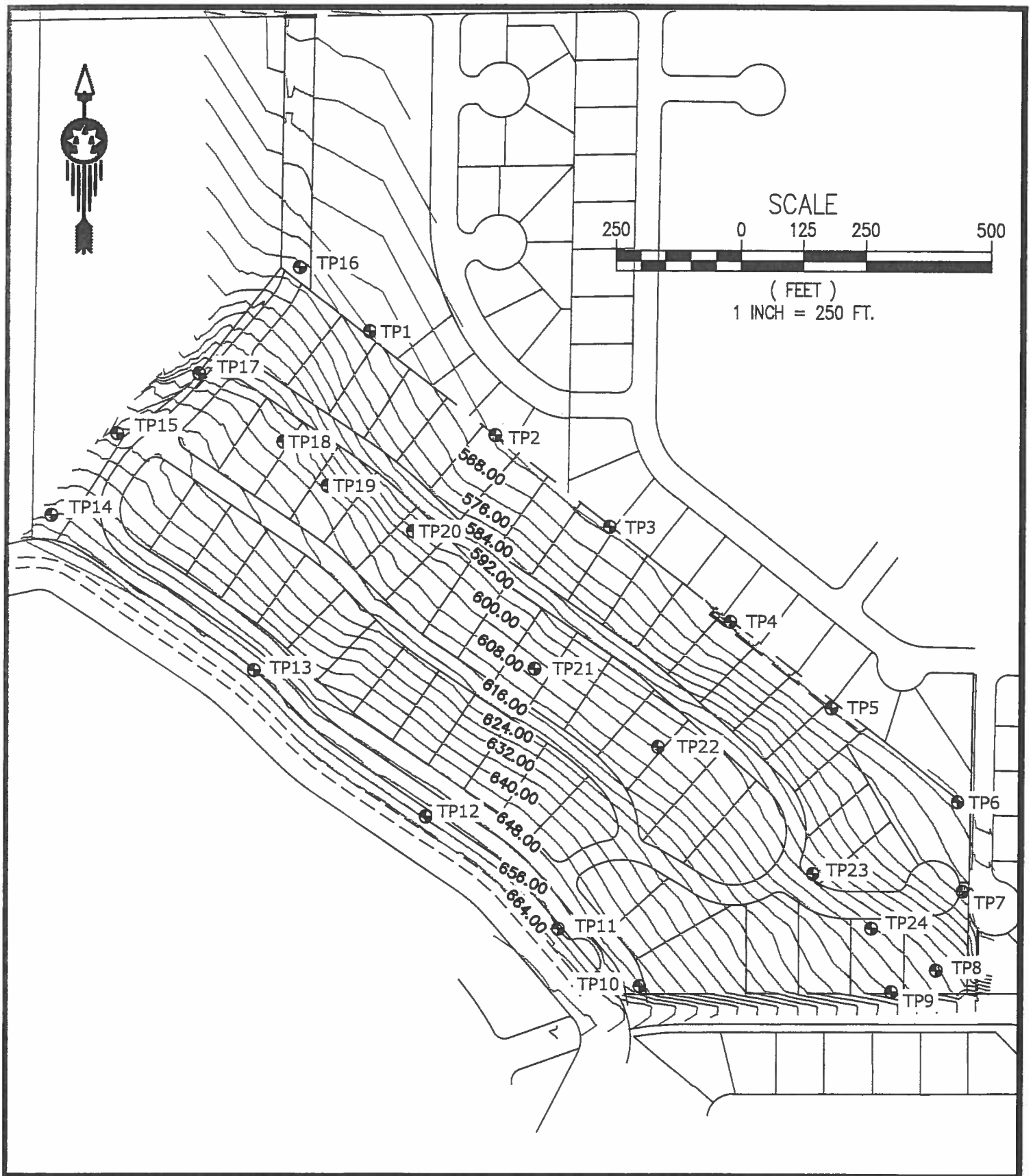

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FIGURE 2 : SITE EXPLORATION/TOPOGRAPHIC MAP

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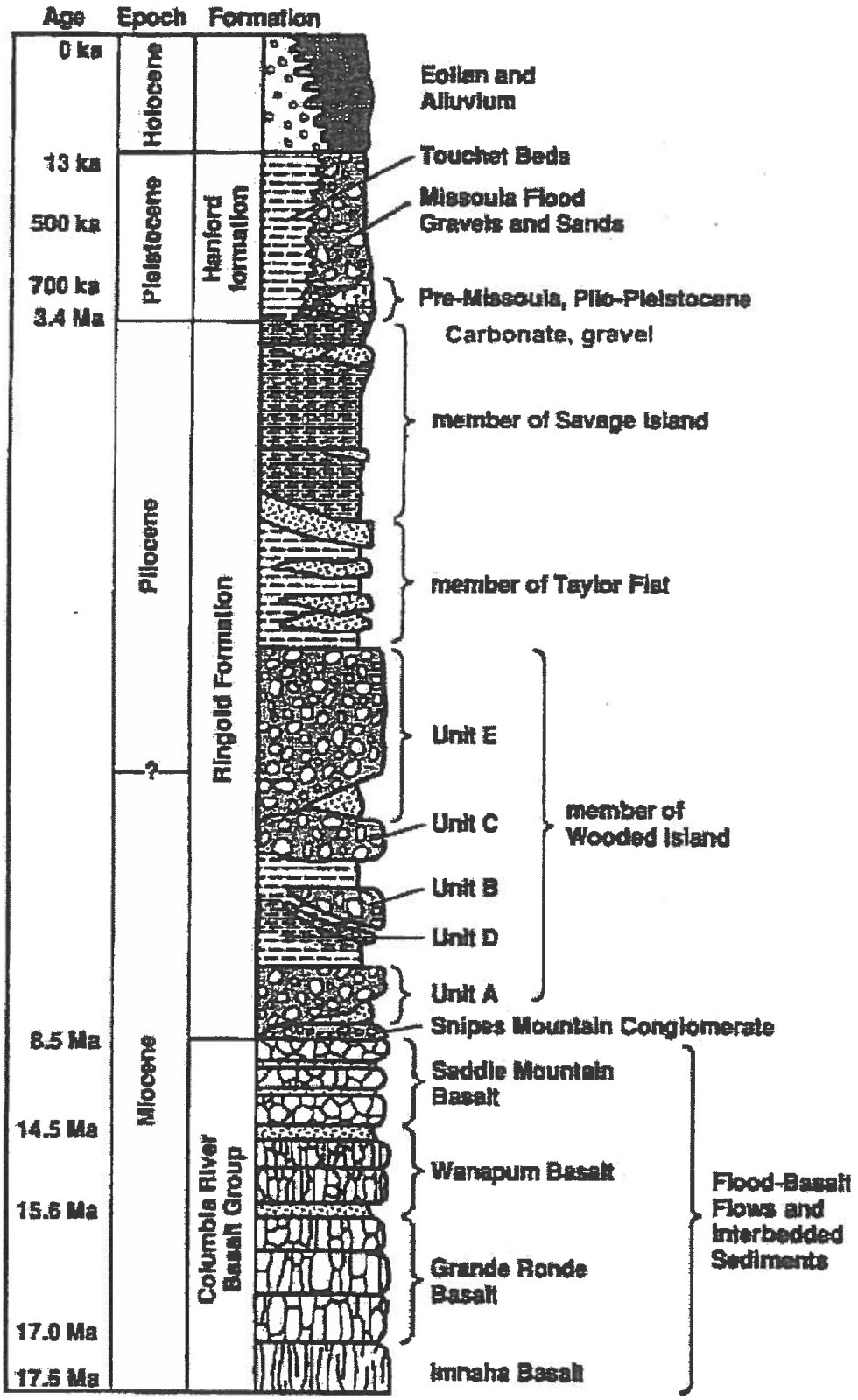

REFERENCE:KEVIN LINDSEY, 1996

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FIGURE 3 : GEOLOGIC CROSS SECTION OF THE PASCO BASIN

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APPENDIX B

Soil Classification and Log Key
Test Pit Logs TP-1 through TP-24
Infiltration Test Plot
Seven Sieve Analyses

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SOIL CLASSIFICATION AND LOG KEY

White Shield, Inc. (WSI) uses a soil classification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this page. Soil descriptions are based on visual-manual procedures (ASTM D 2488-93) unless otherwise noted.

MATERIAL GRAPHICS

- ASH
- BOULDERS
- CALICHE
- CARBONATE
- CLAY
- COBBLES
- CONGLOMERATE
- GRAVEL
- ORGANICS
- PEAT
- SAND
- SAND (BLACK)
- SAND/SILT
- SILT
- SLOUGH
- TOPSOIL

ROCK GRAPHICS

- BASALT
- BEDROCK
- IGNEOUS
- INTRUSIVE ROCK
- LIMESTONE
- MEDIMORPHIC ROCK
- SEDIMENTARY ROCK

FILL

- FILL
- FILL/BOULDERY
- FILL/CLAYEY
- FILL/GRAVELLY
- FILL/SANDY/SILTY
- FILL/SILTY
- FILL/TRASH

OTHER SYMBOLS

- ASPHALT
- CONCRETE

WELL GRAPHICS

- BENTONITE GROUT
- BENTONITE
- CONCRETE
- PVC CAP
- SILICA SAND
- SLOUGH/NATIVE/CAVE-IN

WSI CLASSIFICATION OF SOIL CONSTITUENTS

- Major constituents compose more than 50 percent by weight of the soil. Major constituent is capilalized ("SAND").
- Minor constituents compose 12 to 50 percent of the soil and precede the major constituent ("silty" SAND). Minor constituent preceded by "slightly" compose 5 to 12 percent of the soil ("slightly" silty SAND).
- Trace constituents compose 0 to 5 percent of the soil (slightly silty SAND, "trace" of gravel).

MOISTURE CONTENT DEFINITIONS

Dry	Absence of moisture, dusty, dry to the touch
Damp	Slight moisture
Moist	Obvious moisture but no visible water
Wet	Visible free water, usually below water table

GRAIN SIZE DEFINITIONS

Description	Sieve Size
FINES	< #200 (0.8 mm)
SAND*	
- Fine	#200 - #40 (0.4 mm)
- Medium	#40 - #10 (2 mm)
- Coarse	#10 - #4 (5 mm)
GRAVEL*	
- Fine	#4 - 3/4 inch
- Coarse	3/4 - 3 inches
COBBLES	3 - 12 inches
BOULDERS	> 12 inches

RELATIVE DENSITY/CONSISTENCY

Coarse-Grain Soil		Fine-Grain Soil	
N, SPT Blows/Ft.	Relative Density	N, SPT Blows/Ft.	Relative Density
0 - 4	Very loose	<2	Very soft
4 - 10	Loose	2 - 4	Soft
10 - 30	Medium dense	4 - 8	Medium stiff
30 - 50	Dense	8 - 15	Stiff
Over 50	Very dense	15 - 30	Very stiff
		Over 30	Hard

ABBREVIATIONS

AMSL	Above Mean Sea Level	IN	Inch(s)	RES	Resilient Modulus
ATD	At Time of Drilling	kPa	KiloPascal	SIEV	Sieve
ATT	Atterberg	LBS	Pounds	SP	Static Penetrometer
BGS	Below the Ground Surface	LL	Liquid Limit	SPT	Standard Penetration Test
CBR	California Bearing Ratio	MON	Monument	SS	Split-Spoon Sampler
CON	Consolidation	N	Blows Last two 6" Increments	TOR	Torvane
DCP	Dynamic Cone Penetrometer	NA	Not Applicable/Not Available	UC	Unconfined Compression
DD	Dry Density	OC	Organic Content	USC	Unified Soil Classification
DS	Direct Shear	OD	Outside Diameter	VS	Vane Shear
ELE	Elevation	OVA	Organic Vapor Analyzer	WLI	Water Level Indicator
FT	Foot/Feet	P200	Percent Passing No. 220 Sieve		
GPS	Global Positioning System	PI	Plasticity Index		
HCL	Hydrocloric Acid	PID	Photoionization Detector		
HSA	Hollow-Stem Auger	PL	Plasticity Limit		
HCL	Hydrochloric Acid	PP	Pocket Penetrometer		
HYD	Hydrometer Gradation	PPM	Part Per Million		
ID	Inside Diameter	PVC	Polyvinyl Chloride		

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FIGURE TP-1

APPROX. TEST PIT TP-1 LOCATION:
Lat: 46° 14.419' N Long: 119° 18.038' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0						
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand	3.0	☒	SIEV IP DP	
4.0		very strong HCL	3.5			
		USCS Classification: ML, sandy SILT	4.5			
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND				
6.0		Dry, dense, light olive-brown (2.5Y, 5/3), subrounded, coarse GRAVEL and COBBLE, some silt and fine sand matrix	6.0	☒		
		Dry, dense, light olive-brown (2.5Y, 5/3) subrounded, coarse GRAVEL and COBBLE, some silt and fine sand matrix; clasts are carbonate covered				
8.0		very strong HCL	8.0		IP	
		dry, dense, light olive brown (2.5Y, 5/3); sub-rounded coarse GRAVEL and COBBLE, some silt and fine sand matrix				
10.0		very strong HCL becomes cleaner, more angular, coarse GRAVEL and COBBLE	11.0			
		Total depth: 11.0 feet bgs				
12.0						
14.0						
16.0						
18.0						
20.0						

Legend: ◆ DYNAMIC CONE PENETROMETER (DCP); ☒ STATIC PENETROMETER (SP); ● MOISTURE CONTENT (%); INDEX PROPERTIES (IP); NUCLEAR DENSITY (ND); DRY DENSITY (DD); SIEVE (SIEV)

Scale: 0 – 25 – 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-1

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-2

APPROX. TEST PIT TP-2 LOCATION:
Lat: 46° 14.386' N Long: 119° 17.98' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Surface ¾-inch-minus crushed GRAVEL, 2-inches thick (FILL)	0.0 0.2				
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND					
2.0							
4.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand strong HCL **USCS Classification: ML**, sandy SILT	4.0	⊠	SIEV IP DP	10 ◆ ◆ 13	
6.0							
8.0							
		Dry, medium dense, light olive-brown (2.5Y, 5/3), subrounded, coarse GRAVEL and COBBLE, some silt and fine sand matrix	8.5 9.0				
10.0		Damp, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand; partially indurated **Touchet Bed Deposits**					
12.0		Damp, medium dense, white (2.5,8/1), SILT, little fine sand; partially indurated mudstone strong HCL **USCS Classification: ML**, sandy SILT	12.0	⊠	IP		
14.0		**Touchet Bed Deposits**	14.0		IP		
		Total depth: 14.0 feet bgs					
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-2

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV_TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-3
Page 1 of 1

APPROX. TEST PIT TP-3 LOCATION:
Lat: 46° 14.356' N Long: 119° 17.925' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	DYNAMIC CONE PENETROMETER (DCP) / STATIC PENETROMETER (SP) / MOISTURE CONTENT (%) / INDEX PROPERTIES (IP) / NUCLEAR DENSITY (ND) / DRY DENSITY (DD) / SIEVE (SIEV) (0 – 25 – 50)	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
4.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand strong HCL **USCS Classification: ML**, sandy SILT	3.5	X	SIEV IP DP	11 ◆◆ 13	
6.0							
8.0		Damp, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; partially indurated strong HCL **Touchet Bed Deposits**	7.0				
10.0							
12.0		Damp, medium dense, pale yellow (2.5Y, 8/2), SILT, little fine sand, trace clay; carbonate-cemented mudstone **USCS Classification: ML**, sandy SILT	12.0	X			
14.0		**Touchet Bed Deposits** Total depth: 14.0 feet bgs	14.0				
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-3

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-4
Page 1 of 1

APPROX. TEST PIT TP-4 LOCATION:
Lat: 46° 14.325' N Long: 119° 17.868' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0						
4.0		Moist, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand	4.0	X	IP DP	
		strong HCL	5.0			
6.0		Moist, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand, trace clay; partially indurated strong HCL **Touchet Bed Deposits**				
8.0						
10.0						
12.0		Moist, medium dense, dark olive-brown (2.5Y, 3/3), SILT, little fine sand, trace clay; partially indurated **USCS Classification: ML**, sandy SILT **Touchet Bed Deposits**	11.0 11.5 12.0	X	SIEV IP W% IP	W% = 14.0%
14.0		Moist, medium dense, light yellowish-brown (2.5Y,6/4), SILT; partially indurated mudstone negative HCL Total depth: 12.0 feet bgs				
16.0						
18.0						
20.0						

Legend: ◆ DYNAMIC CONE PENETROMETER (DCP); ⊠ STATIC PENETROMETER (SP); ● MOISTURE CONTENT (%); INDEX PROPERTIES (IP); NUCLEAR DENSITY (ND); DRY DENSITY (DD); SIEVE (SIEV)

Scale: 0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-4

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-5
Page 1 of 1

APPROX. TEST PIT TP-5 LOCATION:
Lat: 46° 14.297' N Long: 119° 17.818' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand	2.5		DP	10 ◆◆ 12	
		strong HCL					
4.0		**USCS Classification: ML,** sandy SILT					
6.0		Damp, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; partially indurated	6.0				
		Touchet Bed Deposits					
8.0							
10.0		Damp, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; partially indurated	10.0				
		USCS Classification: ML, sandy SILT	11.0				
12.0		**Touchet Bed Deposits**					
		Total depth: 11.0 feet bgs					
14.0							
16.0							
18.0							
20.0							

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COMPLETED: 8/12/16

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TEST PIT TP-5

TEST PIT LOG - 1 PER PG-30% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-6
Page 1 of 1

APPROX. TEST PIT TP-6 LOCATION:
Lat: 46° 14.266' N Long: 119° 17.759' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) (0 – 25 – 50)	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand	3.0	⊠	SIEV IP DP	14 ◆ 15	
4.0		strong HCL **USCS Classification: ML,** sandy SILT					
6.0							
8.0		Damp, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; partially indurated **Touchet Bed Deposits**	8.0				
10.0		Moist, medium dense, light yellowish-brown (2.5Y, 6/3), SILT, some fine sand, trace clay; partially indurated negative HCL **USCS Classification: ML,** sandy SILT **Touchet Bed Deposits**	10.0	⊠			
12.0							
14.0							
16.0		Total depth: 16.0 feet bgs	16.0				
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-6

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNAHGTSDEV_TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-7

APPROX. TEST PIT TP-7 LOCATION:
Lat: 46° 14.237' N Long: 119° 17.757' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) (0 – 25 – 50)	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
		Moist, medium dense, light olive-brown (2.5Y, 5/3), SILT, some fine sand	3.0	⊠	IP DP	15 ◆ 15	
4.0		**USCS Classification: ML,** sandy SILT					
6.0							
8.0							
		Moist, medium dense, light olive-brown (2.5Y, 5/3),SILT, little fine sand, trace clay; partially indurated	9.0				
10.0		**Touchet Bed Deposits**					
12.0							
		Total depth: 13.0 feet bgs	13.0				
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-7

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANA\GTSDEV_TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-8
Page 1 of 1

APPROX. TEST PIT TP-8 LOCATION:
Lat: 46° 14.212' N Long: 119° 17.77' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0		Dry, dense, light olive-brown (2.5Y, 5/3), subrounded, coarse GRAVEL and COBBLE, some silt and fine sand matrix; clasts are carbonate covered becomes very dense	2.0 3.0			Hard digging at 3.0 feet bgs
4.0		Total depth: 3.0 feet bgs				
6.0						
8.0						
10.0						
12.0						
14.0						
16.0						
18.0						
20.0						

DYNAMIC CONE PENETROMETER (DCP)
STATIC PENETROMETER (SP)
MOISTURE CONTENT (%)
INDEX PROPERTIES (IP)
NUCLEAR DENSITY (ND)
DRY DENSITY (DD)
SIEVE (SIEV)

0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-8

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-9
Page 1 of 1

APPROX. TEST PIT TP-9 LOCATION:
Lat: 46° 14.206' N Long: 119° 187.792' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ■ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
4.0							
6.0		Dry, dense, light olive-brown (2.5Y, 5/3), subrounded, coarse COBBLE and GRAVEL, little silt and fine sand; clasts are carbonate covered	6.0				
		becomes very dense	7.0				
8.0		Total depth: 7.0 feet bgs					
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-9

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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RICHLAND, WASHINGTON

WSI PROJECT NUMBER:
116-073-01

FIGURE TP-10
Page 1 of 1

APPROX. TEST PIT TP-10 LOCATION:
Lat: 46° 14.209' N Long: 119° 17.909' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	✚ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0		hit 4-inch-diameter irrigation drainpipe; no damage, no water					
		becomes damp					
4.0							
6.0							
8.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT little fine sand; rhythmic bedding	8.0				
		Touchet Bed Deposits					
10.0							
12.0							
		Total depth: 13.0 feet bgs	13.0				
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-10

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-11

APPROX. TEST PIT TP-11 LOCATION:
Lat: 46° 14.227' N Long: 119° 17.947' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
4.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; mudstone partially indurated **Touchet Bed Deposits**	4.0				
6.0							
8.0							
10.0							
		Total depth: 11.0 feet bgs	11.0				
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-11

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-12

APPROX. TEST PIT TP-12 LOCATION:
Lat: 46° 14.263' N Long: 119° 18.008' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0			2.5	X	SIEV IP	
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND, trace clay; partially indurated				
4.0			4.5	X	IP	
		Damp, medium dense, dark grayish-brown (2.5Y,4/2), coarse to fine SAND and SILT, trace clay; sticky when wet				
6.0		Total depth: 6.0 feet bgs	6.0			
8.0						
10.0						
12.0						
14.0						
16.0						
18.0						
20.0						

DYNAMIC CONE PENETROMETER (DCP)
STATIC PENETROMETER (SP)
MOISTURE CONTENT (%)
INDEX PROPERTIES (IP)
NUCLEAR DENSITY (ND)
DRY DENSITY (DD)
SIEVE (SIEV)

0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-12

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV_TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-13
Page 1 of 1

WSI PROJECT NUMBER:
116-073-01

APPROX. TEST PIT TP-13 LOCATION:
Lat: 46° 14.308' N Long: 119° 18.088' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0						
4.0						
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT, little fine sand, trace clay; partially indurated	5.0			
6.0		**Touchet Bed Deposits**				
8.0						
10.0						
		Damp, medium dense, light olive-brown (2.5Y, 5/4), silty MUDSTONE, little fine sand	11.5	X		
12.0		negative HCL	12.0			
		Total depth: 12.0 feet bgs				
14.0						
16.0						
18.0						
20.0						

TESTING: ✦ DYNAMIC CONE PENETROMETER (DCP); ⊠ STATIC PENETROMETER (SP); ● MOISTURE CONTENT (%); INDEX PROPERTIES (IP); NUCLEAR DENSITY (ND); DRY DENSITY (DD); SIEVE (SIEV)

0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-13

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-14

APPROX. TEST PIT TP-14 LOCATION:
Lat: 46° 14.358' N Long: 119° 18.18' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND, trace clay; partially indurated	2.5				
4.0		**USCS Classification: ML,** sandy SILT **Touchet Bed Deposits**					
6.0							
8.0							
10.0		Dry, medium dense, olive-yellow (2.5Y, 6/6), silty CARBONATE (possible Ringold Formation)	10.0				
12.0		Dry, medium dense, olive-yellow (2.5Y, 6/6), clumps of indurated SILT; carbonate cemented very strong HCL	12.0	⊠	IP		
14.0		Total depth: 12.0 feet bgs	14.0				
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-14

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-15

APPROX. TEST PIT TP-15 LOCATION:
Lat: 46° 14.386' N Long: W19° 18.152' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
2.0						
4.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND, trace clay; partially indurated **USCS Classification: ML**, sandy SILT **Touchet Bed Deposits**	4.0			
6.0						
8.0						
10.0						
12.0		Dry, medium dense, olive-yellow (2.5Y, 6/6), SAND, little silt	12.0			
14.0		Total depth: 14.0 feet bgs	14.0			
16.0						
18.0						
20.0						

TESTING: ◆ DYNAMIC CONE PENETROMETER (DCP); ■ STATIC PENETROMETER (SP); ● MOISTURE CONTENT (%); INDEX PROPERTIES (IP); NUCLEAR DENSITY (ND); DRY DENSITY (DD); SIEVE (SIEV)

0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-15

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-16

APPROX. TEST PIT TP-16 LOCATION:
Lat: 46° 14.438' N Long: 119° 18.072' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0			
6.0		Dry, dense, dark olive-brown (2.5Y, 6/3), angular, coarse, basalt GRAVEL and COBBLE **COLLUVIUM** becomes very dense	6.0			Hard digging at 7.0 feet bgs
		Total depth: 7.5 feet bgs	7.5			

TESTING: ✚ DYNAMIC CONE PENETROMETER (DCP); ⊠ STATIC PENETROMETER (SP); ● MOISTURE CONTENT (%); INDEX PROPERTIES (IP); NUCLEAR DENSITY (ND); DRY DENSITY (DD); SIEVE (SIEV)

0 25 50

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-16

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-17
Page 1 of 1

APPROX. TEST PIT TP-17 LOCATION:
Lat: 46° 14.403' N Long: 119° 18.117' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0		Dry, dense, dark olive-brown (2.5Y, 6/3), angular, coarse, basalt GRAVEL and COBBLE, carbonate stained **COLLUVIUM** carbonate band, 1½ foot thick, in GRAVEL and COBBLE	2.0				
4.0							
6.0		carbonate stained					
		Total depth: 7.0 feet bgs	7.0				
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-17

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-18
Page 1 of 1

APPROX. TEST PIT TP-18 LOCATION:
Lat: 46° 14.38' N Long: 119° 18.082' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	✚ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
		Volcanic ASH layer 1 foot thick	3.2				
4.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND, trace clay; partially indurated	4.2				
		USCS Classification: ML, sandy SILT **Touchet Bed Deposits** partial cementation	5.5				
6.0		Total depth: 5.5 feet bgs					
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-18

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-19
Page 1 of 1

APPROX. TEST PIT TP-19 LOCATION:
Lat: 46° 14.367' N Long: 119° 18.06' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	✚ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND, trace clay; partially indurated	1.0				
2.0		**USCS Classification: ML**, sandy SILT **Touchet Bed Deposits**					
4.0		Dry, medium dense, white to pale yellow, fine SAND (possible Ringold Formation)	4.0				
		Total depth: 5.0 feet bgs	5.0				
6.0							
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-19

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV_TP1-24.GPJ PRINT DATE 8/11/16

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FIGURE TP-20
Page 1 of 1

APPROX. TEST PIT TP-20 LOCATION:
Lat: 46° 14.351' N Long: 119° 18.022' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
		Dry, white, volcanic ASH and GRAVEL and fine SAND	1.5				
2.0		Dry, medium dense, dark olive-brown (2.5Y, 6/3), subrounded, COBBLE, coarse GRAVEL, some SILT and trace fine sand	2.0	⊠	IP		
4.0							
		Dry, white, fine SAND; partially cemented chunks of soil with carbonate cementation (possible Ringold Formation)	5.0				
6.0							
		Total depth: 7.0 feet bgs	7.0				
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-20

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV_TP1-24.GPJ PRINT DATE 8/1/16

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FIGURE TP-21
Page 1 of 1

APPROX. TEST PIT TP-21 LOCATION:
Lat: 46° 14.31' N Long: 119° 17.957' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0		becomes grayish-brown					
		Total depth: 2.5 feet bgs due to presence of 3-inch-diameter metal pipe	2.5				
4.0							
6.0							
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-21

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-22
Page 1 of 1

APPROX. TEST PIT TP-22 LOCATION:
Lat: 46° 14.284' N Long: 119° 17.901' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
4.0			4.5				
		Dry, medium dense, dark olive-brown (2.5Y, 6/3) subrounded COBBLE, coarse GRAVEL, some silt and trace fine sand	5.0				
6.0		Dry, pale white, fine SAND, some rounded gravel; partially cemented	6.5				
		Total depth: 6.5 feet bgs					
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-22

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16

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FIGURE TP-23
Page 1 of 1

APPROX. TEST PIT TP-23 LOCATION:
Lat: 46° 14.243' N Long: 119° 17.829' W
See Site Exploration Map, Figure 2

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
2.0							
4.0							
6.0							
		Dry, grayish-brown to pale white, fine SAND and GRAVEL	7.0				
		Total depth: 7.5 feet bgs	7.5				
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-23

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANAHGTSDEV TP1-24.GPJ PRINT DATE 8/1/16

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RICHLAND, WASHINGTON

WSI PROJECT NUMBER:
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FIGURE TP-24

APPROX. TEST PIT TP-24 LOCATION:
Lat: 46° 14.225' N Long: 119° 17.801' W
See Site Exploration Map, Figure 2

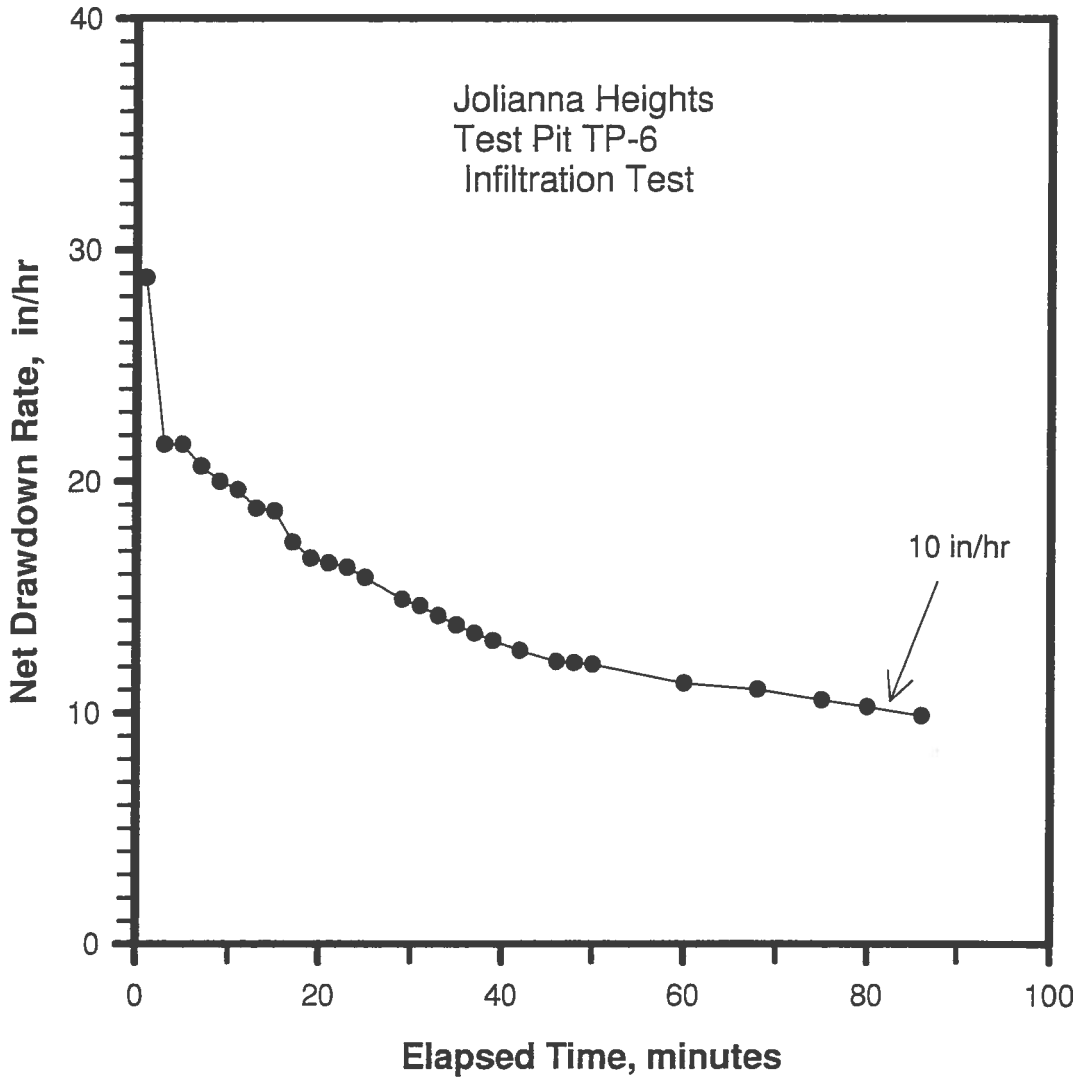
DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION	DEPTH	SAMPLE TYPE SAMPLE ID	TESTING	◆ DYNAMIC CONE PENETROMETER (DCP) ⊠ STATIC PENETROMETER (SP) ● MOISTURE CONTENT (%) INDEX PROPERTIES (IP) NUCLEAR DENSITY (ND) DRY DENSITY (DD) SIEVE (SIEV) 0 25 50	COMMENTS
0.0		Dry, medium dense, light olive-brown (2.5Y, 5/3), SILT and fine SAND	0.0				
		Dry, medium dense, white to light gray, GRAVEL, COBBLE and fine SAND; carbonate-stained clasts	1.5				
2.0							
4.0		Dry, medium dense, light brownish-gray (2.5Y, 6/2), fine SAND **USCS Classification: SP**, poorly-graded, fine SAND	4.0				
6.0							
8.0		Total depth: 8.0 feet bgs	8.0	⊠	SIEV IP		
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

LOGGED BY: J.R. Brodeur, PE
COMPLETED: 8/12/16

EXCAVATED BY: Emac
EXCAVATION METHOD: Trackhoe and Mini Excavator

TEST PIT TP-24

TEST PIT LOG - 1 PER PG-50% SCALE JOLIANNHGTSDEV TP1-24.GPJ PRINT DATE 9/1/16


Jolianna Heights
Test Pit TP-6
Infiltration Test
10 in/hr
Net Drawdown Rate, in/hr
Elapsed Time, minutes
0
10
20
30
40
0
20
40
60
80
100

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Description: light olive brown (2.5Y, 5/3) silt, little fine sand
Unified classification: **ML** - sandy silt

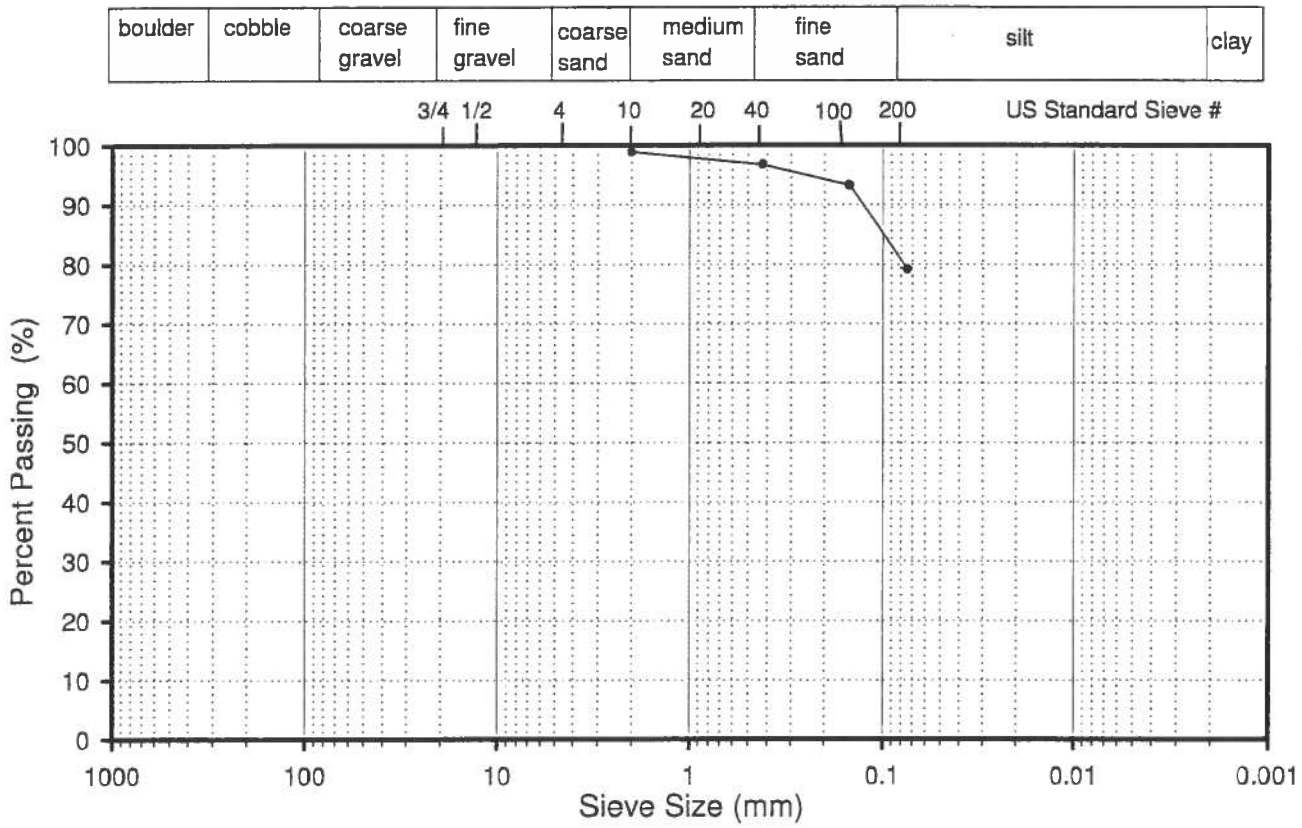
Sample Origin: Test pit TP-1 at 3 feet

Sample Number:

TP-1 @ 3 ft

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0.9				0.2	% coarse sand
10	2	0.2	0.2	98.9		2.1	% Med Sand
40	0.42	2.2	2.1	96.8		17.7	% Fine Sand
100	0.149	3.7	3.5	93.3		79.2	% Silt
200	0.074	14.8	14.1	79.2			
Pan		82.8	79.2				
Sum		104.6	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Description: light olive brown (2.5Y, 5/3) silt, some fine sand
Unified classification: **ML** - sandy silt

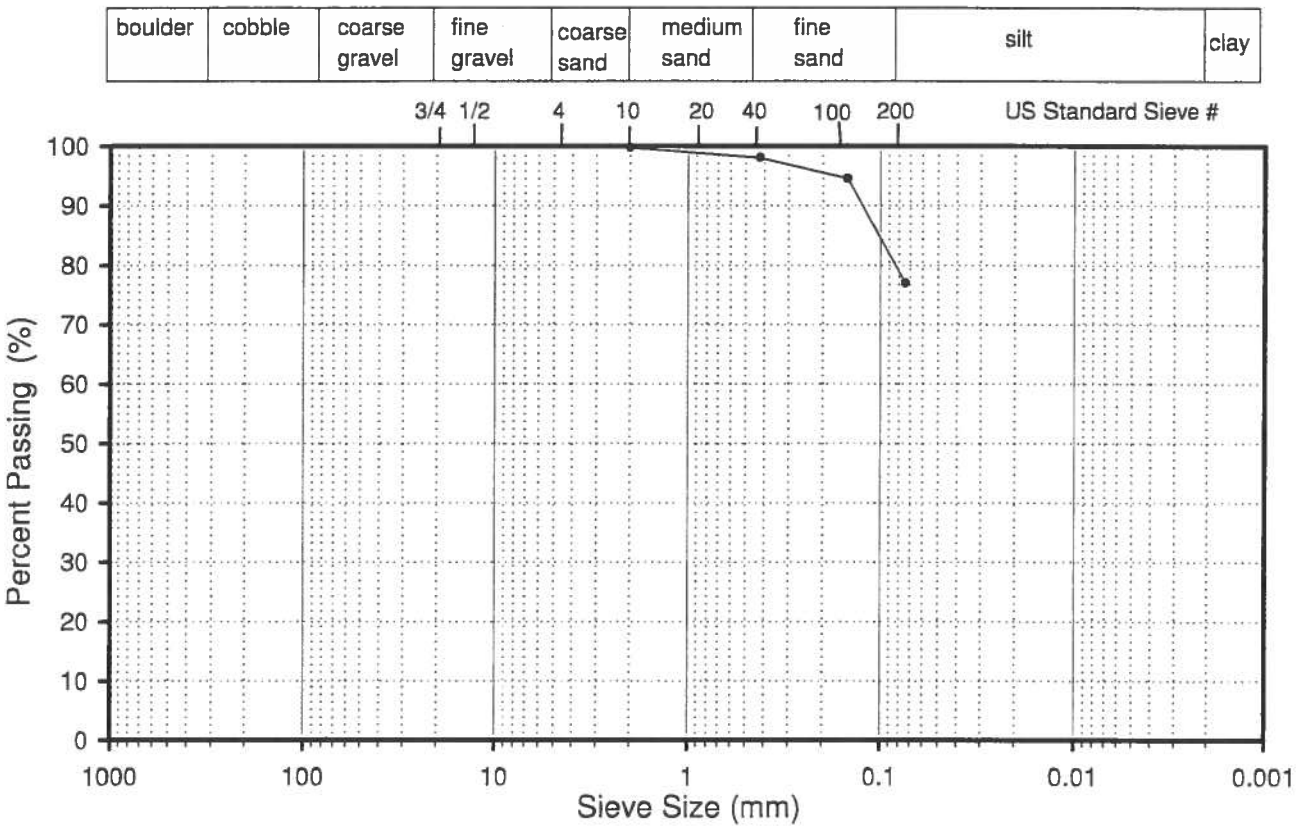
Sample Origin: Test pit TP-3 at 3.5 feet

Sample Number:

TP-3 @ 3.5 ft

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0				0.2	% coarse sand
10	2	0.2	0.2	99.8		1.7	% Med Sand
40	0.42	1.7	1.7	98.1		21.1	% Fine Sand
100	0.149	3.5	3.5	94.6		77.0	% Silt
200	0.074	17.6	17.6	77.0			
Pan		77	77.0				
Sum		100	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Number:

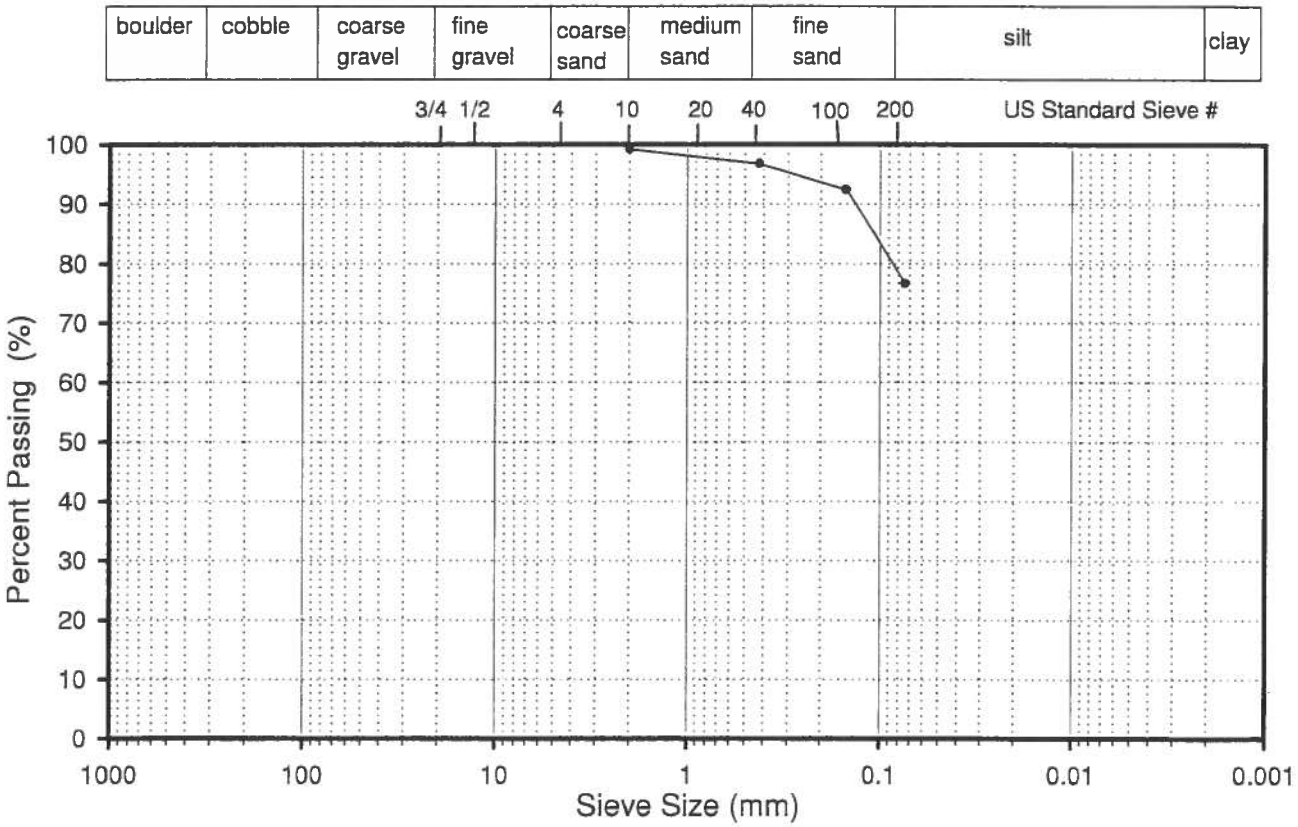
TP-2 @ 4 ft

Sample Description: light yellowish brown (2.5Y, 6/3) silt, some fine sand
Unified classification: **ML** - sandy silt

Sample Origin: Test pit TP-2 at 4 feet

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0				0.7	% coarse sand
10	2	0.9	0.7	99.3		2.4	% Med Sand
40	0.42	3	2.4	96.8		20.1	% Fine Sand
100	0.149	5.4	4.4	92.5		76.7	% Silt
200	0.074	19.5	15.8	76.7			
Pan		94.8	76.7				
Sum		123.6	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Description: dark olive brown (2.5Y, 3/3) silt and fine sand
Unified classification: **ML** - sandy silt

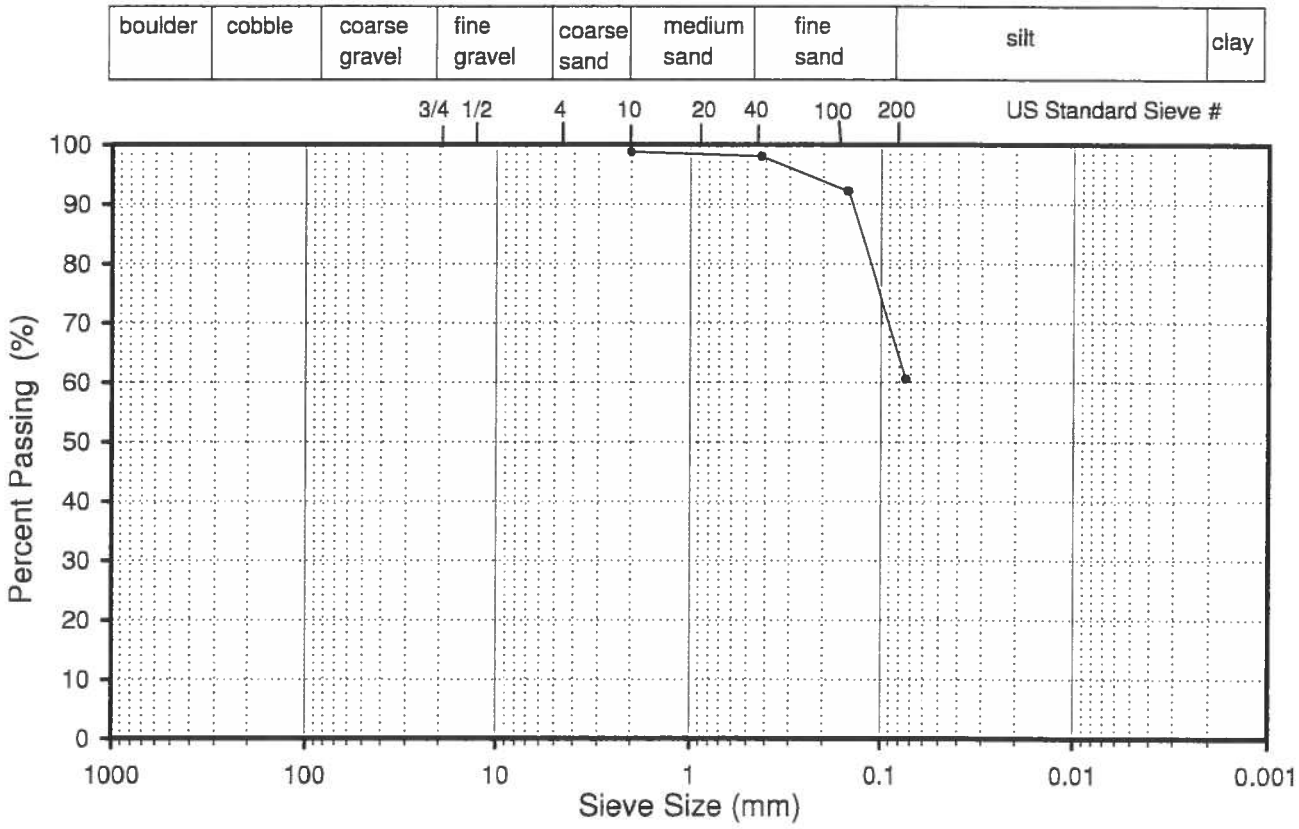
Sample Origin: Test pit TP- 4 at 11 feet

Sample Number:

TP- 4 @ 11 ft

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0.4				0.8	% coarse sand
10	2	0.8	0.8	98.8		0.8	% Med Sand
40	0.42	0.8	0.8	98.0		37.5	% Fine Sand
100	0.149	5.9	5.8	92.3		60.6	% Silt
200	0.074	32.3	31.7	60.6			
Pan		61.8	60.6				
Sum		102	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Number:

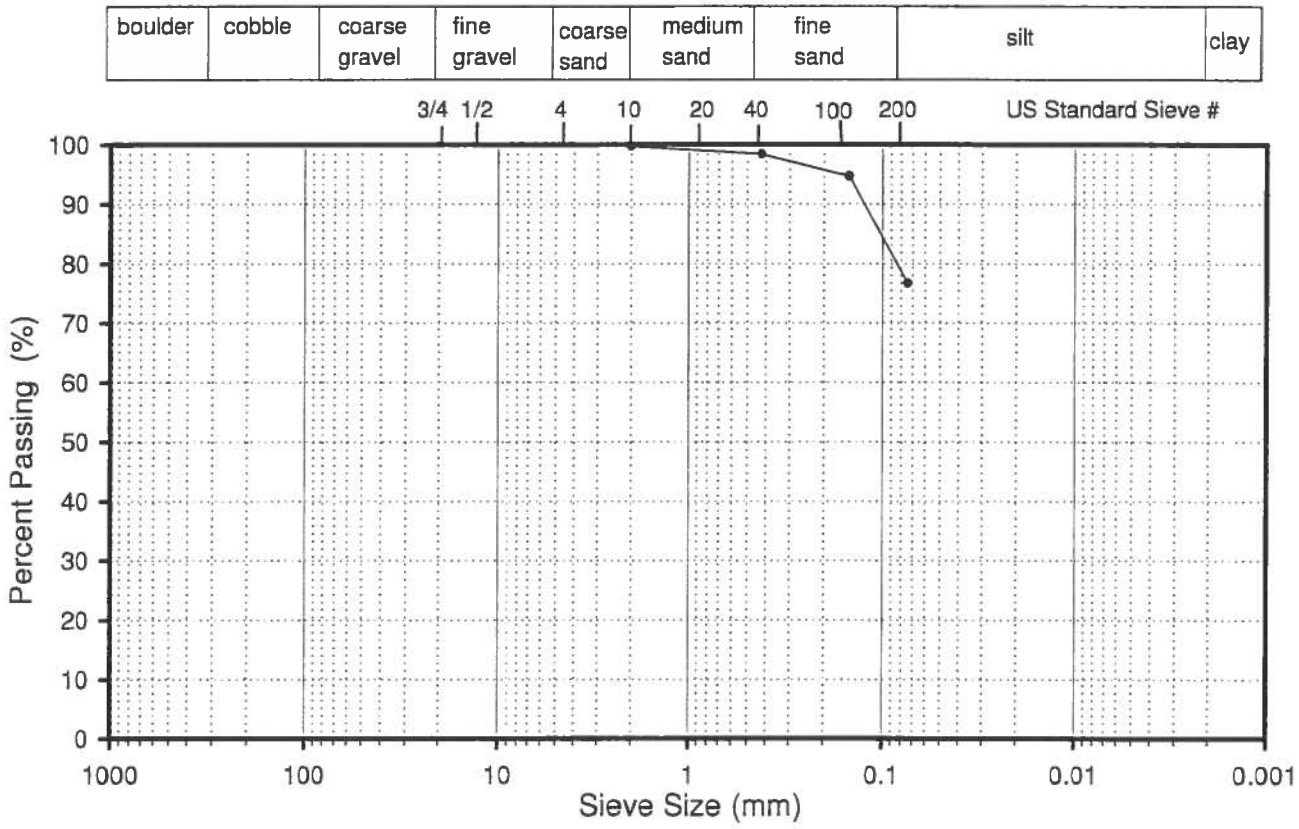
TP-6 @ 3 ft

Sample Description: light olive brown (2.5Y, 5/3) silt, some fine sand
Unified classification: **ML** - sandy silt

Sample Origin: Test pit TP-6 at 3 feet

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0				0.2	% coarse sand
10	2	0.3	0.2	99.8		1.3	% Med Sand
40	0.42	1.9	1.3	98.5		21.7	% Fine Sand
100	0.149	5.4	3.8	94.7		76.7	% Silt
200	0.074	25.8	18.0	76.7			
Pan		110.1	76.7				
Sum		143.5	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Description: light olive brown (2.5Y, 5/3) silt and fine sand
Unified classification: **ML** - sandy silt

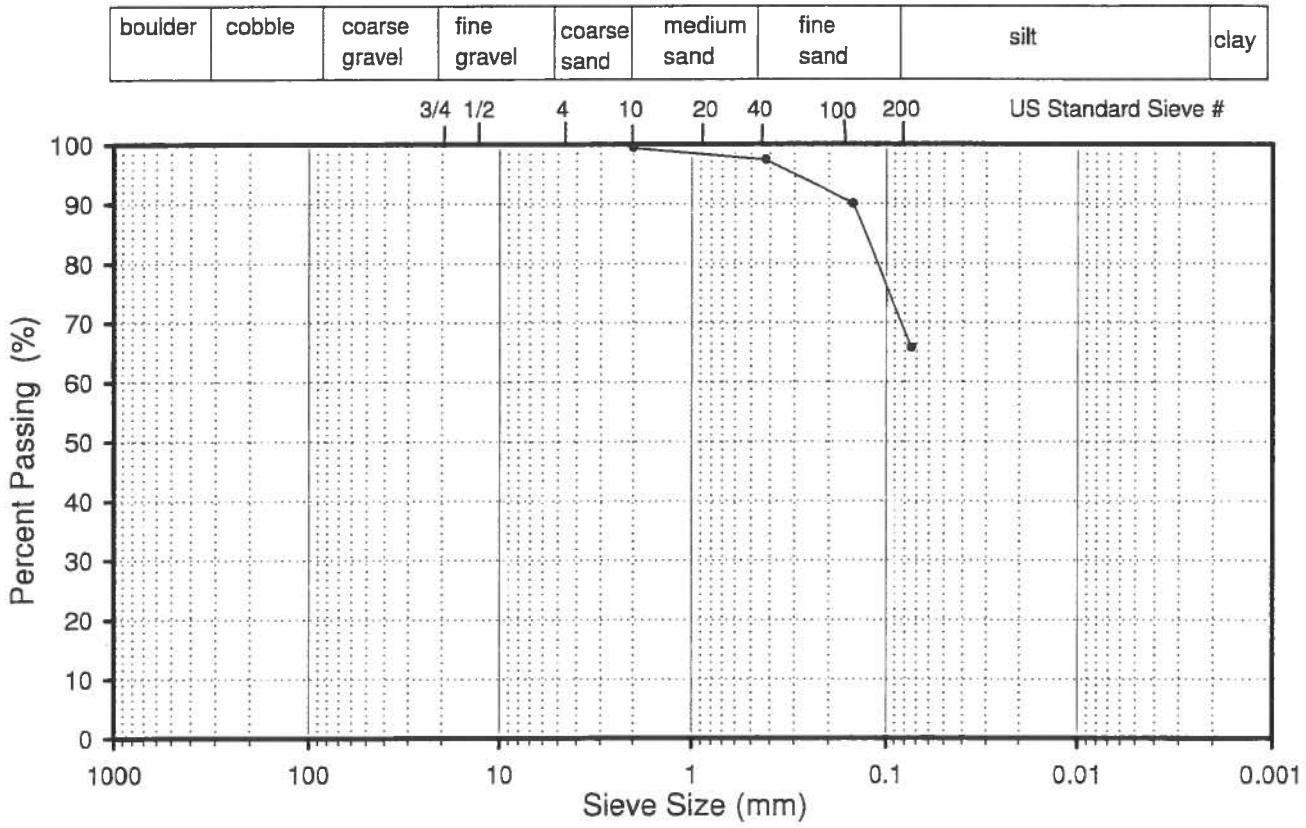
Sample Origin: Test pit TP- 12 at 2 feet

Sample Number:

TP- 12 @ 2 ft

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0.2				0.4	% coarse sand
10	2	0.6	0.4	99.5		2.0	% Med Sand
40	0.42	3.1	2.0	97.4		31.6	% Fine Sand
100	0.149	11.3	7.4	90.1		65.9	% Silt
200	0.074	37	24.2	65.9			
Pan		100.7	65.9				
Sum		152.9	100				

Geotechnical Laboratory Test Results

Soil Particle-Size Analysis
ASTM D 422 - 63
Dry sample preparation

Project:: **Jolianna Heights, Richland**
WSI Project # 116-073-01

Sample Number:

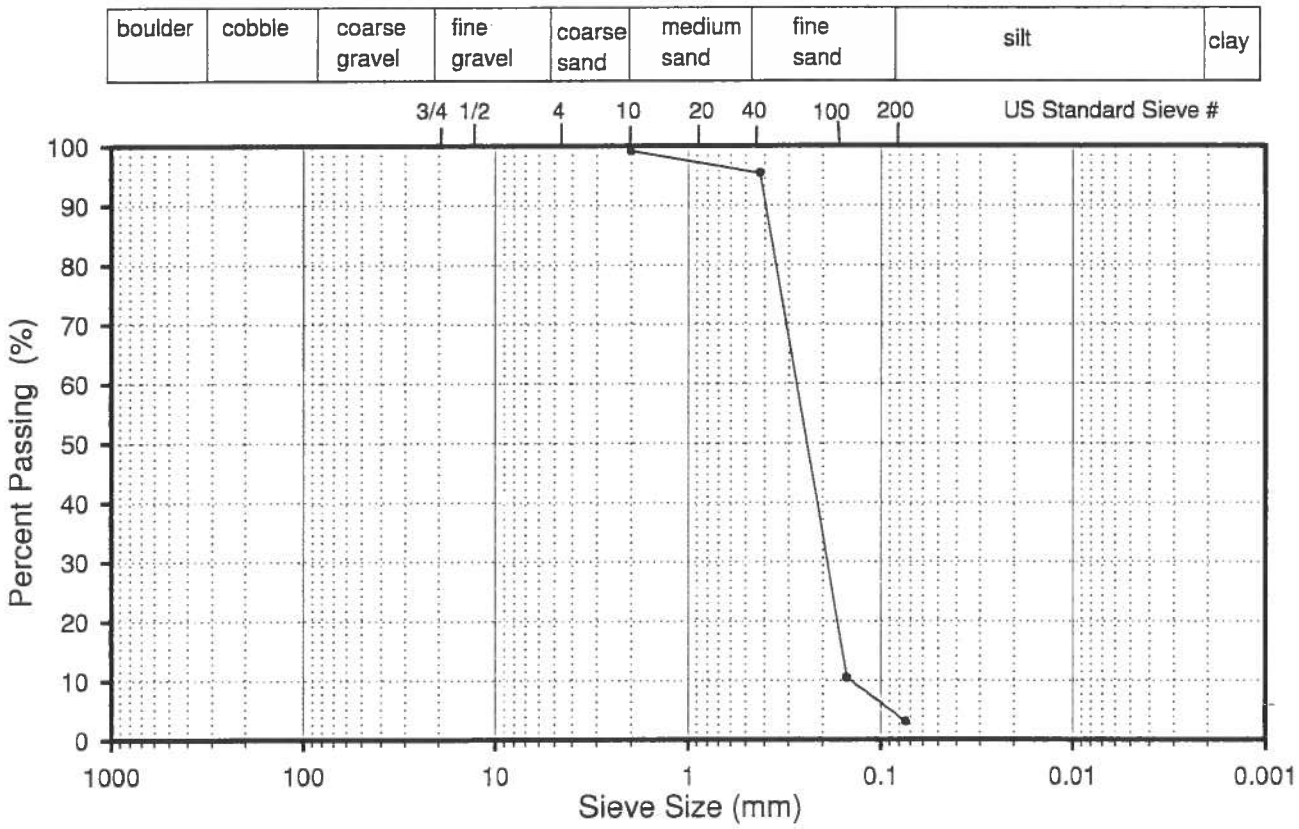
TP- 24 @ 8 ft

Sample Description: light brownish gray (2.5Y, 6/2)
fine sand, trace med sand, trace silt
Unified classification: **SP** - poorly graded fine sand

Sample Origin: Test pit TP- 24 at 8 feet

Test Date: 8/12/16
Test by: J. Brodeur

Soil Particle Size Distribution



Sieve #	Size	Retained	Retained	Passing		Summary Results	
	mm	grams	%	%			
4	4.75	0.6				0.3	% coarse sand
10	2	0.4	0.3	99.2		3.7	% Med Sand
40	0.42	4.7	3.7	95.5		92.5	% Fine Sand
100	0.149	107	85.0	10.5		3.0	% Silt
200	0.074	9.4	7.5	3.0			
Pan		3.8	3.0				
Sum		125.9	100				

APPENDIX C

Washington State Department of Ecology Well Log Data

File Original and First Copy with the Division of Water Resources
Second Copy — Owner's Copy
Third Copy — Driller's Copy

WATER WELL REPORT

STATE OF WASHINGTON

Application No. .....

Permit No. .....

(1) OWNER: Name George Sharp Address Keene Rd. Richland

(2) LOCATION OF WELL: County Benton — NW ¼ NW ¼ Sec. 27 T. 9 N., R. 28 E. W.M.

Bearing and distance from section or subdivision corner

(3) PROPOSED USE: Domestic ☒ Industrial ☐ Municipal ☐ Irrigation ☐ Test Well ☐ Other ☐

(4) TYPE OF WORK: Owner's number of well (if more than one) 2

New well ☒ Deepened ☐ Reconditioned ☐

Method: Dug ☐ Bored ☐ Cable ☐ Driven ☐ Rotary ☒ Jetted ☐

(5) DIMENSIONS: Diameter of well 6 inches.

Drilled 274 ft. Depth of completed well 274 ft.

(6) CONSTRUCTION DETAILS:

Casing installed: 6 " Diam. from ..... ft. to 135 ft.

Threaded ☐ ..... " Diam. from ..... ft. to ..... ft.

Welded ☐ ..... " Diam. from ..... ft. to ..... ft.

Perforations: Yes ☐ No ☒

Type of perforator used .....

SIZE of perforations ..... in. by ..... in.

..... perforations from ..... ft. to ..... ft.

..... perforations from ..... ft. to ..... ft.

..... perforations from ..... ft. to ..... ft.

Screens: Yes ☐ No ☒

Manufacturer's Name .....

Type ..... Model No. .....

Diam. ..... Slot size ..... from ..... ft. to ..... ft.

Diam. ..... Slot size ..... from ..... ft. to ..... ft.

Gravel packed: Yes ☐ No ☐ Size of gravel: .....

Gravel placed from ..... ft. to ..... ft.

Surface seal: Yes ☒ No ☐ To what depth? ..... ft.

Material used in seal Bentonite

Did any strata contain unusable water? Yes ☐ No ☒

Type of water? ..... Depth of strata .....

Method of sealing strata off .....

(7) PUMP: Manufacturer's Name Red Jacket

Type: Submersible H.P. .....

(8) WATER LEVELS: Land-surface elevation above mean sea level .... ft.

Static level 187 ft. below top of well Date .....

Artesian pressure ..... lbs. per square inch Date .....

Artesian water is controlled by ..... (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level

Was a pump test made? Yes ☐ No ☐ If yes, by whom? .....

Yield:	gal./min. with	ft. drawdown after	hrs.
" 30	"	"	"
"	"	"	"

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test .....

Bailer test ..... gal./min. with ..... ft. drawdown after ..... hrs.

Artesian flow ..... g.p.m. Date .....

Temperature of water ..... Was a chemical analysis made? Yes ☐ No ☐

(10) WELL LOG: D

Formation: *Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.*

MATERIAL	FROM	TO
Pea Gravel & boulders	0	22
Brown clay	22	103
Black basalt	103	128
Red porous basalt	128	135
Grey basalt solid	135	207
Grey clay	207	212
Fractured grey basalt	212	221
(small amt water)		
Green clay	221	249
Black porous basalt	249	262
Brown " "	262	268
Fractured grey basalt	268	274

RECEIVED
OCT 24 1978
DEPARTMENT OF ECOLOGY
CENTRAL REGIONAL OFFICE

Work started 6-9- 1970 Completed 6-17 1970

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME H & H Drilling Inc. (Person, firm, or corporation) (Type or print)

Address Richland, Wn.

[Signed] James E. Haney (Well Driller)

License No. 6783 Date ....., 19....

(USE ADDITIONAL SHEETS IF NECESSARY)

S. F. No. 7356—(Rev. 2-66)—2-66—5M. 4616.

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

By Sharp

2015 South Ely Street
Kennewick, WA 99337
Phone 509-586-9111
FAX 509-586-7663
www.kid.org

November 1, 2016

Rick Simon
Development Services Manager
City of Richland
Development Services Division
PO Box 190
Richland, WA 99352

Subject: Preliminary Plat S2016-102 – Jolianna Heights Review Comments

Dear Mr. Simon:

This letter provides Kennewick Irrigation District (KID) review comments on Preliminary Plat No. S2016-102 Jolianna Heights submitted by Wes Hodges, 1191 Plateau Dr, Richland, WA 99352. Jolianna Heights is generally located northeast of the Badger East Lateral and north of Westcliffe Blvd and includes the following parcel:

- 1-2798-200-0009-000 (27.67 irrigable acres)

The properties identified on the proposed preliminary plat are located within the KID boundaries. The properties within this preliminary plat are classified as irrigable land and consist of **27.67 irrigable acres**. KID provides the following comments as a condition of approval by the legislative authority for R.C.W. 58.17.310:

1) The following are KID easement requirements:
    a. Dedicate to KID an irrigation easement 10 feet in width via a recorded deed to match any irrigation system components, centered on an irrigation pipe line.
    b. Dedicate to KID an irrigation easement 10 feet in width, five (5) feet in width if adjacent to a utility easement, along the road frontage of all lots.

2) Please note that there exists a 100 foot United States Bureau of Reclamation (USBR) Right-of-Way (ROW) adjacent to the properties. Please show this ROW on the preliminary plat and indicate if the land under the ROW is owned by the applicant. Copies of the ROW maps are available upon request.
    a. *Deed subject to license*. At the time of final plat, ***if the Applicant owns the land under the ROW***, applicant must deed to KID/USBR a tract of land equal in dimension to the USBR ROW, subject to the Applicant and KID entering into a license under which Applicant agrees to construct and maintain fencing and landscaping.
    b. Applicant must construct and maintain a fence adjacent to the USBR ROW.
    c. Please add a note to the face of the plat that states: "No grading may be performed or any permanent structure built within the United States Bureau of Reclamation right of

way without an approved permit from the Kennewick Irrigation District and/or the United States Bureau of Reclamation, when applicable."

3) The property owner or developer is required to remove all trees and vegetation located in the USBR ROW on the northeast canal bank. Tree roots may over time, grow into and impact the compacted embankment of the canal resulting in a canal breach. After tree and trunk removal clean fill shall be brought in and compacted 95% of maximum density.

4) The property owner or developer is required to decommission private infrastructure in the canal ROW at the southwest corner of the property to fill in the existing irrigation pond serving this property.

5) The property owner or developer is required to install an irrigation system that conforms to the most recent edition of the KID Standard Specifications pursuant to Resolution 86-15-A. This includes providing distribution pipelines adequate to provide individual pressurized irrigation services to each lot within the preliminary plat. This system will be dedicated to the KID upon completion, at the time of final plat.
    a. In addition, KID Standard Specifications require that a storage pond facility be constructed and sized appropriately for this plat application. Please dedicate this storage facility as a Tract of land deeded to the KID. In addition, the KID Standard Specifications require that a pump station facility be construction and sized appropriately for this plat application.
    b. **As an alternative** to a pond, pump station, and other "on site" construction requirements per KID Standards Specifications, the Applicant and KID may mutual agree that it is in each of their best interests that other "off site" improvements may be made to allow for the delivery of pressurized irrigation water to the project. The other improvements would be proportionate and equitable to the "on site" requirements and may include:
        i. The installation of irrigation pipelines off-site.
        ii. The upsizing of irrigation pipelines within the subdivision
        iii. Improvements to KID's existing pond and pump facility located southeast of the property.
        iv. Entering into a voluntary mitigation agreement with the KID.

6) The property owner or developer is required to submit an irrigation plan designed by a professional engineer for review and approval by the KID. The plan may be hand drawn or computer drafted. The plan shall be accurate and to a scale not to exceed one (1) inch = 50 feet. This is a vital step of the approval process. After approval of the plan, completion of all the facilities is required prior to KID signature on the Final Plat. Please contact me at 586-9111 for more information regarding this irrigation plan.
    a. In addition, this plan shall ensure all reasonable measures are taken to protect any easements, ROW's, and facilities. In the event any KID facilities are damaged during construction, the damage must be fully repaired to KID's then-existing standards.
    b. For each phase of the Project, KID review and approval of construction and grading plans is required to allow KID to assure all reasonable measures to protect any

easements and ROW's. Such review and approval will be coordinated as part of the City's review and Final Plat approval process.

c. KID will require that USBR signage be installed by the Applicant along the Canal ROW prior to final plat approval of each phase abutting the Canal.
d. No permanent structures are allowed within the KID's ROW.

7) The KID must inspect any new irrigation system installations or modifications. The property owner or developer shall contact the KID to arrange an inspection at least 48 hours in advance of the desired inspection date.

8) Prior to approval of each phase, the current year's assessment must be paid. If the final plat is submitted for review after May 31st of a given year or submitted for review prior to May 31st but not submitted for final approval prior to June 15th, the next year's estimated assessment (125% of the current year's assessment) must be paid prior to plat approval.

9) Prior to approval of the first phase, the United States Bureau of Reclamation (USBR) construction loan for **all parcels** owned by the property owner within the boundaries of the KID must be paid and all other USBR requirements associated with this payout must be completed.

10) The Review and Inspection fees in place at the time of each review request must be paid. At the time of application the review fees are as follows:
    a. A Preliminary Plat review fee of $825.00 which must be paid prior to scheduling for final plat approval at a KID Board meeting for the first phase.
    b. For each Phase an inspection fee $350 for the first 20 lots/tracts plus $25 per lot/tract after 20 lots/tracts.
    c. Final Plat review fee for each phase of $225.00.

11) Per KID Policy 4.17, "Irrigable Land Recalibration Principles," as land within the boundaries of the KID is subdivided or developed; KID will remove the irrigation water allocation from the impermeable surfaces, such as streets, from the plats.

12) In order to receive KID irrigation water delivery, a Watermaster (or point of contact) for the subdivision must be appointed. This water master can be appointed by the Home Owners Association (or similar organization) officers, or must be elected from among the property owners within the boundary of this proposed subdivision. If no HOA (or similar organization) is organized, than an election method similar to the attached document is required.

13) Prior to approval of each phase, an electronic file (AutoCAD 2004 format) and hard copy (6-mil mylar, sealed by a professional engineer) of construction as-builts must be provided to KID.

14) All subdivisions of land are required to be approved by the KID Board of Directors during a KID Board Meeting. KID Board Meetings are regularly scheduled on the first and third Tuesdays of each month. All conditions must be completed prior to submittal to KID for final

approval. The submittal for final approval must be received by KID a minimum of two weeks prior to a regularly scheduled Board Meeting in order to be considered at that meeting.

15) Conditions Related to Design, Grading, and Construction
    a. For each phase of the Project, KID review and approval of construction plans is required to allow KID to assure all reasonable measures to protect any easements and ROWs. Such review and approval will be coordinated as part of the City's review and Final Plat approval process.

16) Conditions Related to Residential Use, The Applicant Shall:
    a. Include the potential failure of KID system components in its public offering statement for the plat pursuant to RCW 58.19.055(1)(r), which requires a public offering statement to include "[a] list of any physical hazards known to the developer which particularly affect the development or the immediate vicinity in which the developer is located and which are not readily ascertainable by the purchaser"; and

17) Future review, KID reserves the following rights regarding future review of the plat:
    a. KID reserves the right to provide review comments under RCW 58.17.330(1) and RCW 58.17.330(2) in response to future design submittals by the Applicant prior to final plat approval. The scope of these reviews will be limited to Phases that are adjacent to the District's Rights of Way. KID review of construction plans will be consistent with the City of Kennewick's plan review timelines.
    b. KID reserves the right to review and comment on the Applicant's plat line revisions for potential additional revisions to protect KID system components for Phases that are adjacent to KID's easements or ROWs.
    c. KID reserves the right to review and comment on the Applicant's CC&Rs to evaluate whether they should include any terms regarding protection of KID system components after construction and fencing requirements.
    d. KID reserves the right to submit additional comments during the City's review process under the State Environmental Policy Act (SEPA).
    e. All subdivisions of land are required to be approved by the KID Board of Directors.

Please provide notice to KID of any Public meeting or hearing where this project will be an agenda item. If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,

Jason McShane, P.E.
Engineering/Operations Manager

Enc: Sample Water Master Information
C: LB\correspondence\File: [27-9-28]

Sample Watermaster Election Process

That the Water Users are deemed to agree as a condition of water delivery as follows::

i. The LID participants will elect a Watermaster from among themselves, as follows:

   a. Election of First Watermaster. The first Watermaster shall be elected prior to April 1, 2011, and shall be elected as described in paragraph d. below.

   b. Resignation of Watermaster. If the Watermaster resigns, the parties shall meet at a place and time designated by the resigning Watermaster in a written notice and elect a new Watermaster, or if the Watermaster does not designate a time and a place for such a meeting, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.

   c. Death or Incapacity of Watermaster. If the Watermaster dies or becomes incapacitated, the parties shall meet at a time and a place first designated in writing by two of the parties hereto to elect a new Watermaster.

   d. Elections and Replacement of Watermaster. The Watermaster shall be assigned by the elected members of the Royal Ann Estates Homeowner Association Board of Directors. If the Homeowner's Association defaults or stops functioning, the Watermaster shall be elected by and may be replaced by a sixty percent (60%) majority of the Water Users participating in the LID at an election called for by a majority of the properties that are subject hereto. Each property shall have one (1) vote. If more than one person owns a property, the owners of the property shall designate in writing the person who shall have the right to vote for that property. If the owners of the property cannot agree on the person who shall vote for the property, that property shall have no vote in the election. The owners' properties which are calling for an election or replacement of a new Watermaster shall give or cause the other parties to be given a written notice stating the place and time of the election. Any notice required under this paragraph, which notice shall be mailed by U.S. Mail as certified mail to the common address identified above for the property not more than thirty days and not less than ten days

prior to the election. Any election held hereunder shall be held in Benton County, Washington, between 6:00 p.m. and 9:00 p.m.

ii. Powers and Duties of Watermaster. The Watermaster shall have the power and it shall be his or her duty to take all actions reasonably necessary to fulfill the purposes of this agreement, including but not limited to:

a. Provide a primary point of contact for KID to communicate system problems, outages, schedules, drought mitigation measures, etc.

b. Assist KID in providing the LID participants information regarding system problems, outages, water schedules, drought mitigation measures, etc.

iii. Qualified Immunity of Watermaster from Liability. The Watermaster shall not be liable for any damages caused to the parcels or persons subject hereto so long as the Watermaster acts in good faith.

iv. No water delivery unless a Watermaster is performing duties. If at any time a Watermaster no longer is performing his/her duties, as outlined above, for more than 30 days, KID will stop water delivery to the participants of the LID until a new Watermaster has been elected.

v. Alternate Watermaster. An alternate Watermaster may be elected in the same manner as described above for the Watermaster. This alternate Watermaster can function as Watermaster for a limited time, not to exceed 60 days, in case of the elected Watermaster being unavailable.

CITY OF RICHLAND
CIVIL AND UTILITY ENGINEERING
DEVELOPMENT COMMENTS

DATE: November 10, 2016

TO: RICK SIMON, DEVELOPMENT SERVICES MANAGER

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

PROJECT NAME: JOLIANNA HEIGHTS (S2016-102)

PROJECT LOCATION: NORTH OF THE PLAT OF WESTCLIFFE, SOUTH OF THE PLAT OF THE VINEYARDS

The Civil and Utility Engineering Division has reviewed the preliminary plat received in this office on October 14, 2016, for the above referenced property and has the following conditions.

General Conditions:

1. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

2. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

5. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record

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

6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.

7. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.

8. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.

9. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

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

11. 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.

12. 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:

13. Public improvement design shall follow the following general format:
    - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
    - B. Storm sewer shall be aligned on the south and east side of street centerlines.
    - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
    - D. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
    - E. Water lines shall be aligned on the south and east side of street centerlines.
    - F. Watermains larger than 8-inches in diameter shall be ductile iron.
    - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
    - H. All watermains outside areas zoned R1 shall be ductile iron.
    - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
    - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.

K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
L. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
O. The minimum centerline radius for local streets shall be 100-feet.
P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
Q. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
R. A detailed grading plan shall be included in the submitted plan set.
S. 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.
T. 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.
U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
Y. COMMERCIAL ONLY: All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).
Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.
AA. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
BB. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
CC. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

14. 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.

15. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
A. 2-inches compacted gravel, minimum (temp. SEVA only).
B. 2% cross-slope, maximum.

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

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

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

A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.
It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

Traffic & Streets:

17. The phase adjacent to and including the 60-foot wide strip of land extending north to Shockley Road labeled as "Parcel B" shall construct a full-width City street in Parcel B with typical frontage improvements on both sides at the time that this phase is constructed. This road shall be 34-feet wide and shall be dedicated as public Right-of-Way on the face of the final plat. Alternatively, if Parcel B is consolidated into one of the adjacent properties to the west or east of it, and the developer of Jolianna Heights can establish a future road alignment through the adjacent parcel to the west of Parcel B and obtain that property owner's consent to the road alignment, then the requirement to construct a road in Parcel B will be nullified. This road should extend northwest from "B Loop" making that a 4-way intersection. This will also remove the short road segment adjacent to lot 55.

18. Street access across the tract of land noted in condition #19 shall be provided to the property to the west, even if the street in Parcel B is constructed.

19. The tract of land along the west and south boundary of the pre-plat outside of the road Right-of-Way (Tract 4) needs to note an ownership and a purpose (open space, etc.).

20. There is a 1-foot wide strip of property with a “No Access” easement on it at the S.E.V.A. location shown on sheet 2 (“Tract A” on the plat of Apple Valley Ranch). This project is proposing a secondary emergency access onto Apple Cider Court at that location. Access likely isn’t needed from here as secondary emergency access could be obtained off of Shockley Road. Permission from the property owner of Tract A will have to be obtained prior to constructing the emergency access.

21. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).

22. The Jolianna Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

23. The Westcliffe Blvd. frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to Westcliffe is developed. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A fence may be needed at the back of sidewalk, dependent upon the slope constructed adjacent to it. A ten-foot public utility easement along the Westcliffe frontage shall be provided on the face of the final plat.

24. There is an existing Bureau of Reclamation easement and an irrigation drain pipe along the South boundary of the pre-plat that will have to be addressed at the time of phase 1 construction. Please contact the City of Richland Public Works Dept. for more information.

25. A note will be shown on the face of the final plat stating that Westcliffe Blvd. is classified as an “Arterial Collector street”. Subsequently, no driveways accessing single family lots will be allowed onto Westcliffe.

26. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.

27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

28. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. The closest Tapteal 2 watermain is located in Westcliffe Blvd.to the south, and Shockley Road to the north. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction.

29. In accordance with the City’s comprehensive water plan, a portion of the 10-inch “Tapteal 2” water distribution main is designed to run in a north-south direction through this plat. This water main shall be extended to connect the existing main in Shockley Road to the existing main in Westcliffe Blvd. This watermain shall follow the alignment of the road that is extended north to Shockley Road, whether it be in Parcel B or through the neighboring property to the west as outlined in condition #17 above.

30. 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.

31. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

32. The closest sanitary sewer available for this development is located in Shockley Road to the north and also in Apple Cider Court to the east. 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. Any easements or permissions required to cross private property shall be the responsibility of the developer to obtain.

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

34. Per municipal code, sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Ground Water:

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

Storm Water:

36. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

37. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

38. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the

design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

39. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

40. If any existing storm drainage or ground water seepage drains onto the proposed site, or if an on-site underdrain system contributes flow to the property's storm drain system, 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.

41. 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").

42. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.

43. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

44. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

45. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

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

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

47. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.

48. 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.

49. 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.

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

51. A one-foot "No access / screening easement" will be required along the Westcliffe Blvd. Right of Way, except at the intersection of the proposed street.

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

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

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

From: Simon, Rick
Sent: Thursday, November 03, 2016 9:46 AM
To: 'Laurie Gerboth'
Subject: RE: Notice of Application and Public Hearing (S2016-102)

One of the City's development standards is to require improvement to existing streets that abut a development site. In this case, that means that the narrow portion of Westcliffe Road would be widened and curb, gutter and sidewalk would be installed.

When the Apple Valley Ranch subdivision, which includes Apple Cider Court was approved by the City, it was with the condition that Apple Cider Court would not provide access to this property. The rationale was that Apple Cider Court was intended to serve as a small cul-de-sac street that carried traffic from only a few lots and was not intended to carry traffic generated from other properties.

Rick Simon
Development Services Manager
City of Richland
509-942-7596
rsimon@ci.richland.wa.us

From: Laurie Gerboth [mailto:Laurie_Gerboth@hotmail.com]
Sent: Thursday, November 03, 2016 8:54 AM
To: Simon, Rick
Subject: Re: Notice of Application and Public Hearing (S2016-102)

Mr. Simon,

Thank you for your prompt answers to my questions. I have a couple of follow-on questions.

- The Westcliff road adjacent to the planned development does not have a sidewalk and the road narrows at this point. Will a sidewalk be installed? If a sidewalk is installed will the road width remain the same?

- Why is no access being provided via Apple Cider Court? It appears that an access could easily be added.

My concern is traffic on Westcliff Road which is narrow and missing sidewalks on the west side.

Sincerely,

Laurie Gerboth
1423 Badger Mountain Loop
Richland, Washington 99352

(509)554-9727

Laurie_Gerboth@hotmail.com

From: Simon, Rick <RSimon@CI.RICHLAND.WA.US>
Sent: Tuesday, November 1, 2016 1:34 PM
To: 'Laurie Gerboth'
Subject: RE: Notice of Application and Public Hearing (S2016-102)

Ms. Gerboth,

I have attached a copy of the proposed plat for your information. The two access points to the subdivision would be along the southerly boundary of the property, from Westcliffe Boulevard and from a roadway that would be extended south from Shockley Road, along the alignment of an existing private road that currently serves the existing cherry orchard. Apple Cider Court abuts the proposed development along its eastern boundary, but no vehicular access is planned at that location.

Rick Simon
Development Services Manager
City of Richland
509-942-7596
rsimon@ci.richland.wa.us

From: Laurie Gerboth [mailto:Laurie_Gerboth@hotmail.com]
Sent: Tuesday, November 01, 2016 1:26 PM
To: Simon, Rick; Mark Gerboth
Subject: Notice of Application and Public Hearing (S2016-102)

Mr. Simon,

I received the letter containing the City of Richland Notice of Application and Public Hearing (2016-102) regarding the request from Wes Hodges to subdivide the 28.4 acre site into 55 single family residential lots (Preliminary Plat of Jolianna Heights). My questions are regarding access for the 55 homes:

- What roads will provide access to the homes?
- Are there plans to revise existing roads to provide access?

Thank you in advance for answers to the questions above.

Laurie Gerboth
1423 Badger Mountain Loop
Richland, Washington 99352

(509)554-9727

Laurie_Gerboth@hotmail.com

Dear Mr. Simon,

We plan to attend the Public Hearing regarding the application for preliminary plat approval on the proposed development contained in S2016-102, and are sending this email just in case we are unable to do so.

According to the map provided with the notice we will border the proposed development along Westcliffe Boulevard. We have a couple of questions/comments and are interested in being notified of any decisions pertaining to this application.

1. The proposed application states the plat will be subdivided for 55 homes. This could mean, at least, 110 additional cars. What considerations will be made to limit the impact on the already heavy traffic issue at the intersections of Shockley/Keene, Keene/Queensgate and Queensgate/I-182?
As it is now, between 7am and 9am, traffic trying to enter I-182 backs up on Queensgate all the way to Keene and beyond (as well as on Queensgate to Duportail). This translates to an additional 10-15 minutes just to make it onto the freeway, due to the heavy traffic. Even if the City's proposal to lengthen Queensgate up into the Westcliffe neighborhood is completed (west of the Keene/Queensgate intersection) all traffic will still funnel into the same area in order to access I-182.

2. Will the City make changes to Westcliffe Boulevard if/when the proposed development proceeds? Specifically, the removal of the small section of overhead power lines and widening of the road along that section of the plat that borders Westcliffe Boulevard?

3. What is the proposed market value of the 55 homes that are being considered for this development? Will they be comparable in value to the surrounding developments?

Thank you.
Jeffrey Leuze
Jan Stack-Leuze
1419 Badger Mountain Loop
Richland, WA 99352

From: Simon, Rick
Sent: Tuesday, November 01, 2016 12:16 PM
To: 'desert99301'
Subject: RE: Richland Public Hearing S2016-102

Good morning,

Your comments will be forwarded to the Hearing Examiner. At this time, I can provide the following responses to your questions:

1.Several improvements are planned to accommodate future growth in South Richland. WSDOT will be replacing the signal at the eastbound I-182 ramp terminals with a roundabout in 2017 which will add a second lane onto the eastbound on-ramp. This should allow more cars through and help to relieve the backup that currently exists. Plans are also underway to add a right-turn lane on Keene Road at Queensgate and add lanes to Queensgate Drive between Keene Road and I-182. This work is dependent on acquiring the necessary funding. Part of the City's requirements for new development is the payment of traffic impact fees. The proposed subdivision would be required to pay fees that would be used to help pay for projects like these.

2.The City development regulations require that a developer improve the street frontage along their project site. That would involve widening of the street and installation of curb, gutter and sidewalk. Typically, this does not involve the undergrounding of existing power lines. We are in the process of gathering comments from the departments and agencies that will be responsible for serving this proposed project and have yet to receive comments from the electrical utility, so cannot comment with certainty concerning the existing power lines. That will be an item that is addressed when the staff report is prepared for the Hearing Examiner, which will be ready about 10 days from now. If you check back with us then, we can forward a copy to you.

3.The City does not regulate the value/size of homes in any particular neighborhood. In the application materials submitted by Wes Hodges, he characterized the homes that would be built within the subdivision as "high income".

Thank you for your comments. If you have further questions, please don't hesitate to contact me.

Rick Simon
Development Services Manager
City of Richland
509-942-7596
rsimon@ci.richland.wa.us

-----Original Message-----
From: desert99301 [mailto:desert99301@gmail.com]
Sent: Monday, October 31, 2016 9:33 AM
To: Simon, Rick
Subject: Richland Public Hearing S2016-102

Rick Simon
Development Services Manager
840 Northgate Drive, PO Box 190
Richland, WA 9352

Mr. Rick Simon
Development Services Manager
City of Richland, Washington

665 Shockley
Richland, WA 99352
October 31, 2016

Dear Mr Simon:

My wife Dale and I have one request regarding the Preliminary Plat of Jolianna Heights which is to be reviewed on Thursday November 17, 2016, at 6:00 p.m. in the Richland City Hall Council Chambers:

If development of the 60 ft wide by 541 ft long easement road that bounds the west side of our property will include the higher pressure of the two domestic water lines currently in Shockley Road, we would appreciate being considered for a water service connection to the higher pressure water line. We are currently drawing domestic water from a well located on the subject plat. The parcel number for the property which includes this easement road and the well is: 127982000009000

The parcel number for the property we wish to eventually service with the high pressure water line is: 127982000002002

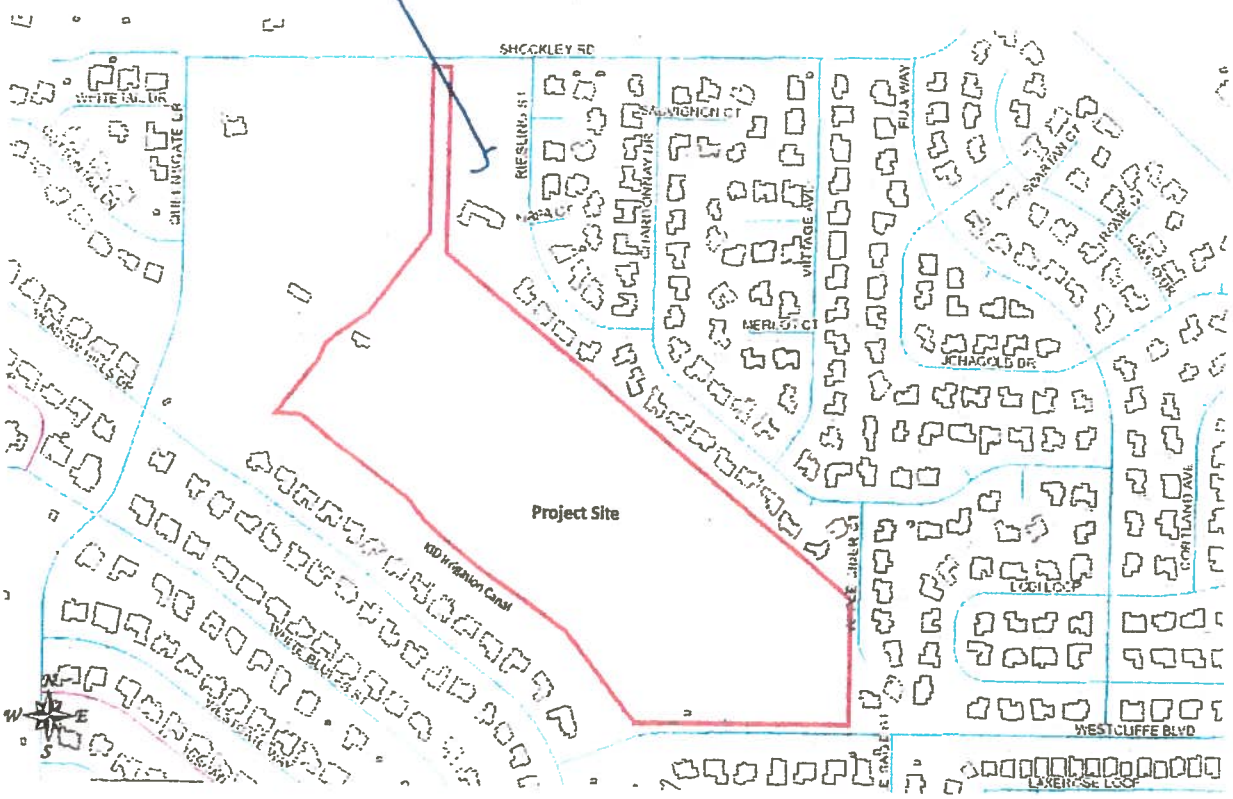
Thank you for your consideration.

Sincerely yours,

Robert L Gulley, Trustee
Dale Leslie Gulley, Trustee

Robert and Dale Gulley Trustees
for The Gulley Living Trust
Dated July 02, 1996

Robert & Dale Gulley



(S2016-102)

RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2015-100)
NOVEMBER 10, 2016

APPLICANT:	WES HODGES
REQUEST:	PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 28 ACRES INTO 55 RESIDENTIAL LOTS, (JOLIANNA HEIGHTS).
LOCATION:	SOUTH OF SHOCKLEY ROAD, WEST OF APPLE CIDER COURT AND NORTH OF WESTCLIFFE BOULEVARD.
ENGINEER:	SPINK ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

1. Prior to final plat approval, complete engineering plans indicating street design and grading, utility plans including water and sewer, electrical, street lighting, telephone, television cable, natural gas, and irrigation system shall be approved by the Richland Civil and Utility Engineering Division and shall be consistent with the requirements of the responsible departments or companies.

2. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **"Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance."**

3. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

4. Park fees as required by Richland Municipal Code (RMC) Chapter 22.12 shall be paid prior to the City's performance of a final inspection for any new home within the plat boundaries. The following note shall be placed on the final plat: **"Park fees as required by Richland Municipal Code Chapter 22.12 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

5. Transportation impact fees as required by Richland Municipal Code (RMC) Chapter 12.03 shall be paid prior to the City's performance of a final inspection for any hew home within the plat boundaries. The following note shall be placed

on the final plat: "**Transportation impact fees as required by Richland Municipal Code Chapter 12.03 shall be paid by the property owner prior to the time that a final building inspection is performed by the City for any home on any lot within this subdivision."**

6. If a Secondary Emergency Vehicle Access (SEVA) road shall is constructed from the end of the cul-de-sac in the southeast corner of the project site onto Apple Cider Court. This SEVA road shall be blocked with bollards or gated in a manner that is acceptable to the Richland Fire Department and that would prevent non-emergency access from the project site onto Apple Cider Court. The SEVA shall be designed to provide for pedestrian access.

7. The project shall proceed in conformance with the Geotechnical Investigation Report for Jolianna Heights prepared by White Shield, Inc dated September 26, 2016, including recommendations for review of final site grading and construction lans and engineering observationof soil pretreatment, soil placement and compaction, soil testing, engineering observationof slope constructionprocess, geotechnical engineering approval of final site grading, soil compactiona dn monitoring of groundwater conditions.

8. Stormwater control measures shall be implemented during construction activities, utilizing best management practices in accordance with the Storm Water Control Manual for Eastern Washington as identified by permit conditions issued by the City of Richland and/or the Washington State Department of Ecology.

9. An erosion control plan shall be prepared by the applicant and submitted to the City of Richland for review and approval at the time that engineered plans are submitted for project construction. The plan shall be designed to prevent erosion for occurring within the site and to prevent erosion or deposition onto adjacent properties. Erosion control measures shall be maintained throughout the construction of the project.

10. A dust control plan shall be prepared by the applicant and approved by the Benton Clean Air Authority prior to the commencement of earth moving or construction activities on-site. Said dust control plan shall be implemented throughout the duration of project construction.

11. No grading and excavation work shall be permitted on-site without the issuance of a valid grading permit by the City of Richland. No final plat shall be recorded prior to the time that the City has completed its final inspection approval of all grading activities and the geotechnical engineer has submitted the final field observation report to the City.

12. The applicant shall comply with City and state noise standards throughout the construction of the project.

13. If during grading and construction activities archeological or paleontological resources are uncovered, the developer shall suspend work in that particular area and contract the Washington State Office of Archeology and Historic Preservation to determine a plan for mitigation of the disturbance to the resource.

14. The final plat(s) shall include a note identifying the intended use, ownership and maintenance of all non-residential tracts within the plat boundaries.

15. If construction of the plat requires the abandonment of the existing domestic well that currently serves adjacent properties, then the applicant shall provide connections to the City water system for all existing users of that domestic well.

16. The applicant is responsible for compliance with all standards and conditions contained in the Kennewick Irrigation District correspondence dated November 1, 2016.

17. The final plat shall clearly identify the location of the United States Bureau of Reclamation Right of Way that exists on or adjacent to the subject property.

18. As the Kennewick Irrigation District requires review and approval of all plat construction plans, the applicant is responsible for providing construction plans to the District concurrent with submittal of said plans to the City.

19. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

20. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.

21. 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.

22. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.

23. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

24. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.

25. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.

26. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.

27. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.

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

29. 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.

30. 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.

31. Public improvement design shall follow the following general format:
    A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
    B. Storm sewer shall be aligned on the south and east side of street centerlines.
    C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
    D. 10-feet horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
    E. Water lines shall be aligned on the south and east side of street centerlines.
    F. Watermains larger than 8-inches in diameter shall be ductile iron.
    G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
    H. All watermains outside areas zoned R1 shall be ductile iron.
    I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
    J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
    K. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
    L. Trash compactors (high capacity dumpsters) shall be plumbed to the sanitary sewer system.
    M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
    N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
    O. The minimum centerline radius for local streets shall be 100-feet.
    P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.

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

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

S. 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.

T. 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.

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

V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.

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

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

Y. COMMERCIAL ONLY: All intersections with public streets shall meet horizontal, vertical and intersectional design requirements for sight distance (A.K.A. the Vision Clearance Triangle).

Z. All driveways for commercial projects shall construct City standard commercial driveways. Radius-style driveways are not allowed.

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

BB. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).

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

32. 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.

33. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
    A. 2-inches compacted gravel, minimum (temp. SEVA only).
    B. 2% cross-slope, maximum.
    C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
    D. Be 20-feet in width.
    E. Have radii that are accommodating with those needed for City Fire apparatus.

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

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

    A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
    B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
    C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

    When a monument must be removed during an activity that might disturb or destroy it, a licensed Engineer or Land Surveyor must complete, sign, seal and the file a permit with the DNR.
    It shall be the responsibility of the designing Engineer to identify the affected monuments on the project plans and include a construction note directing them to the DNR permit.

35. The phase adjacent to and including the 60-foot wide strip of land extending north to Shockley Road labeled as “Parcel B” shall construct a full-width City street in Parcel B with typical frontage improvements on both sides at the time that this phase is constructed. This road shall be 34-feet wide and shall be dedicated as public Right-of-Way on the face of the final plat. Alternatively, if Parcel B is consolidated into one of the adjacent properties to the west or east of it, and the developer of Jolianna Heights can establish a future road alignment through the adjacent parcel to the west of Parcel B and obtain that property owner’s consent to the road alignment, then the requirement to construct a road in Parcel B will be nullified. This road should extend northwest from “B Loop” making that a 4-way intersection. This will also remove the short road segment adjacent to lot 55.

36. Street access across the tract of land noted in condition #19 shall be provided to the property to the west, even if the street in Parcel B is constructed.

37. The tract of land along the west and south boundary of the pre-plat outside of the road Right-of-Way (Tract 4) needs to note an ownership and a purpose (open space, etc.).

38. There is a 1-foot wide strip of property with a “No Access” easement on it at the S.E.V.A. location shown on sheet 2 (“Tract A” on the plat of Apple Valley Ranch). This project is proposing a secondary emergency access onto Apple Cider Court at that location. Access likely isn’t needed from here as secondary emergency access could be obtained off of Shockley Road. Permission from the property owner of Tract A will have to be obtained prior to constructing the emergency access.

39. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).

40. The Jolianna Heights preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

41. The Westcliffe Blvd. frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to Westcliffe is developed. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. A fence may be needed at the back of sidewalk, dependent upon the slope constructed adjacent to it. A ten-foot public utility easement along the Westcliffe frontage shall be provided on the face of the final plat.

42. There is an existing Bureau of Reclamation easement and an irrigation drain pipe along the South boundary of the pre-plat that will have to be addressed at the time

of phase 1 construction. Please contact the City of Richland Public Works Dept. for more information.

43. A note will be shown on the face of the final plat stating that Westcliffe Blvd. is classified as an “Arterial Collector street”. Subsequently, no driveways accessing single family lots will be allowed onto Westcliffe.

44. All proposed Right of Ways that are narrower than 54-feet shall have parking restricted, as per City standards. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the construction plans and the final plat.

45. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

46. The proposed preliminary plat is located within the Tapteal 2 water pressure zone. The closest Tapteal 2 watermain is located in Westcliffe Blvd.to the south, and Shockley Road to the north. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction.

47. In accordance with the City’s comprehensive water plan, a portion of the 10-inch “Tapteal 2” water distribution main is designed to run in a north-south direction through this plat. This water main shall be extended to connect the existing main in Shockley Road to the existing main in Westcliffe Blvd. This watermain shall follow the alignment of the road that is extended north to Shockley Road, whether it be in Parcel B or through the neighboring property to the west as outlined in condition #17 above.

48. 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.

49. The fire hydrant layout shall be approved by the City Fire Marshal.

50. The closest sanitary sewer available for this development is located in Shockley Road to the north and also in Apple Cider Court to the east. 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. Any easements or permissions

required to cross private property shall be the responsibility of the developer to obtain.

51. 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.

52. Per municipal code, sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

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

54. This project may require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

55. All storm drainage systems shall be designed following the core elements defined in the latest edition of the Stormwater Management Manual for Eastern Washington. The Hydrologic Analysis and Design shall be completed based on the following criteria: Washington, Region 2, Benton County; SCS Type 1A – 24 Hour storm for storm volume. The applicant's design shall provide runoff protection to downstream property owners.

56. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50%

impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

57. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.

58. If any existing storm drainage or ground water seepage drains onto the proposed site, or if an on-site underdrain system contributes flow to the property's storm drain system, 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.

59. 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").

60. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.

61. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.

62. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be

considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.

63. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

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

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

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

69. A one-foot "No access / screening easement" will be required along the Westcliffe Blvd. Right of Way, except at the intersection of the proposed street.

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

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

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

RESOLUTION NO. 03-17

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

WHEREAS, on November 17, 2016, the Richland Hearing Examiner held an open record public hearing to consider the preliminary plat application of Jolianna Heights submitted by Wes Hodges; and

WHEREAS, the Hearing Examiner recommended to the City Council that it approve the preliminary plat of Jolianna Heights subject to conditions listed in the Hearing Examiner's report; and

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

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

Section 1. The preliminary plat of Jolianna Heights, a copy of which is attached and labeled as Exhibit A, is hereby approved subject to the conditions of approval contained in the Hearing Examiner's recommended conditions of approval, hereto attached and labeled as Exhibit B.

Section 2. The written findings and conclusions of the Hearing Examiner, as identified in his report dated December 21, 2016, are incorporated herein by reference and are adopted as the written findings of the City Council.

Section 3. City staff is hereby directed to provide notice of this decision to parties of record in accordance with Title 19 of the Richland Municipal Code.

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 14-17, Authorizing Execution of a Right-of-Way Crossing Agreement with Columbia Irrigation District (CID) for Duportail Bridge Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	14-17	Resolution

Recommended Motion:
Adopt Resolution No. 14-17, authorizing the City Manager to sign and execute a right-of-way crossing agreement with Columbia Irrigation District to acquire easements necessary to support construction of the Duportail Bridge.

Summary:
The Duportail Bridge is the highest priority transportation system improvement being developed by the City. The project requires acquisition of property rights from a number of public and private entities. The process of acquiring these property rights has been underway for over a year, with only a small number of transactions left to complete.

The Columbia Irrigation District (CID) owns and operates an irrigation canal that crosses the Duportail Bridge alignment. The Bridge design crosses over the canal at a height too low to accommodate normal operations and maintenance of the existing canal. Accommodating normal canal operations would have required a much steeper bridge than is desirable.

In light of this challenge, engineering representatives from the CID and the City developed a cost-effective solution that reconstructs the CID canal and access road at the location of the Bridge crossing and for some distance to the west. This solution allows the City to construct the bridge at its desired slope while resolving CID concerns with the operability of the canal.

The proposed agreement represents the successful negotiation to acquire permanent easement rights for the Duportail Bridge, and also to resolve concerns with the impacted CID infrastructure. The CID approved the proposed agreement at its January 6, 2017 meeting. Staff recommends approval.

Fiscal Impact:	The total cost of the proposed agreement is estimated to be $811,168. Of this amount, $950 is for the permanent easement rights and $810,218 is the estimated cost of the CID infrastructure construction. These costs are included in the budget estimates for the Duportail Bridge. The permanent easement costs are the only costs the City will incur before project construction. The current available budget from which these costs will be paid is $567,720.45.

Attachments:
1. Res. No. 14-17 CID Property Acquisition
2. Columbia Irrigation District Easement Agreement

RESOLUTION NO. 14-17

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from the Columbia Irrigation District by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge project.

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

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

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

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

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

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

WHEREAS, The Columbia Irrigation District has property affected by the Duportail Bridge project in the form of a permanent easement and has agreed to terms allowing the City to acquire the necessary portion of property rights required for this project; and

WHEREAS, The Columbia Irrigation District operates an irrigation canal on the affected property; and

WHEREAS, the Duportail Bridge design requires changes to the Columbia Irrigation District's canal; and

WHEREAS, the property acquisition agreement includes provisions resolving Columbia Irrigation District's concerns about the Duportail Bridge design by requiring the City to construct new canal features for the Columbia Irrigation District; and

WHEREAS, City staff and its design consultant endorse the irrigation canal changes as reasonable and the best technical solution to each agencies' concerns; and

WHEREAS, the funds necessary to acquire the property and construct the canal features shall be paid by Duportail Bridge Project funds; and

WHEREAS, City staff recommends approval of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the right of way crossing agreement and all other documents necessary to complete the purchase of the required property rights from the Columbia Irrigation District.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

DISTRICT RIGHT OF WAY CROSSING AGREEMENT

THIS AGREEMENT is entered into by and between the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, hereafter referred to as "Richland", and the **COLUMBIA IRRIGATION DISTRICT**, a quasi-municipal corporation of the State of Washington, hereafter referred to as "District".

WHEREAS, the District is the owner of the right of way for an irrigation canal and access road situated on the south side of the Yakima River in Richland, Washington hereafter referred to as "District Right of Way".

WHEREAS, Richland owns Duportail Street, a public street within the City of Richland. Richland intends to construct a bridge across the Yakima River to extend Duportail Street and utilities (hereafter "Duportail Project") across the District Right of Way in the locations described on the attached Exhibit 1.

WHEREAS, the parties wish to provide in this Agreement for the acquisition of easement across the District Right of Way, and for the modifications and improvements to the District's canal and access road to accommodate Richland's street extension and utilities.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The District agrees to grant Richland an easement, in the form attached hereto as Exhibit 2, across the real property described as Parcel 1 on Exhibit 1 attached hereto, allowing Richland to construct the Duportail Project, subject to the terms and conditions set forth in this Agreement. The District agrees to execute and deliver the Easement Deed to Richland within ten (10) days of the title review process described below in Sections 1.1 and 1.2.

   1.1 Richland shall have thirty (30) days after the execution of this Agreement to review the title of the real property and determine if there are any exceptions to the District's title which are unacceptable to Richland. Richland shall provide written notice to the District of any unacceptable exceptions to the District. The District will have seven (7) days after receiving such notice to give Richland written notice stating whether the District will remove any or all of the exceptions which have been objected to by Richland. If the District fails to provide a written notice to Richland within seven (7) days, the District will be deemed to have elected <u>not</u> to remove the objectionable exceptions.

   1.2 Within five (5) days after receiving the District's written notice or after the expiration of the seven-day period if the District does not respond,

Richland shall, by written notice to the District, elect whether to acquire the Easement subject to the objectionable exceptions that will not be removed by the District. If Richland elects not to acquire the Easement subject to the objectionable exceptions, this Agreement shall terminate. If Richland elects to proceed with the acquisition, it shall be deemed to have taken the Easement subject to the exceptions.

2. The District hereby grants to Richland a temporary construction easement, over the real property described as Parcel 2 on Exhibit 1 attached hereto, subject to the terms and conditions set forth in this Agreement. The temporary construction easement may be used by Richland, its consultants and contractors for the purpose of constructing the Duportail Project and for completing the modifications to the District's facilities and right of way as provided in this Agreement. The use of this temporary construction easement by Richland, its consultants and contractors may create periodic, temporary restrictions upon the District's operation within the Right of Way. Richland agrees to use its best efforts to minimize the operational impacts upon the District and Richland, its consultants and contractors will schedule all work within the Right of Way to avoid any interference or interruption of the delivery of water by the District. District agrees to absorb reasonable operational impacts without additional claim for damages against Richland or its contractors.

3. As consideration for the permanent easement, the temporary construction easement and the other obligations in the Agreement, Richland agrees to provide the following to the District:

3.1 Upon execution of this Agreement by both parties, Richland shall pay to the District the sum of Nine Hundred Fifty Dollars ($950.00).

3.2 At the time Richland constructs the Duportail Project, Richland shall construct the modifications to the District's canal and access road summarized in the May 6, 2016 Technical Memorandum prepared by JUB Engineers, a copy of which is attached as Exhibit 3. The modifications will include replacing approximately six hundred twenty (620) feet of the existing canal with rectangular concrete channel and constructing seven hundred thirty (730) feet of access road (hereafter referred to as "Canal Modifications"). The construction shall be at the sole cost of Richland. Prior to beginning the construction of the Canal Modifications, Richland shall provide the plans and specification to the District and its consulting engineers for review and approval. The District agrees to promptly review the plans and specifications and to respond within thirty (30) days with any requested corrections, modifications or alterations of the plans and specifications. The review of the design documents by the District and its consultants shall not relieve Richland of its obligations set forth in this Agreement related to complying with applicable standards, regulation or laws and for indemnification of the District.

3.3 All modifications or alterations constructed by Richland within the District Right of Way and all equipment installed within the District Right of Way shall be constructed or installed in accordance with the plans and specifications and in compliance with all applicable federal codes and regulations, all State statutes and regulations and all local codes. Richland shall indemnify and hold the District harmless from any liability, cost or expense related to the design, construction of improvements or installation of equipment, and Richland shall not allow liens or encumbrances to attach to the District property by reason of Richland's activities within the District Right of Way.

3.4 At least thirty (30) days prior to Richland issuing a Notice of Substantial Completion to its contractor responsible for the construction of the Canal Modifications, Richland shall provide written notice to the District of the completion. The District shall have thirty (30) days from the receipt of the written notice in which to inspect the Canal Modifications and to provide written notice to Richland of any defective work which is disclosed by the District's inspection. After the repair or replacement of any defective work identified by the District, Richland shall deliver possession and ownership of the Canal Modifications to the District for operation and maintenance. Richland shall certify that all of the Canal Modifications were constructed in accordance with the plans and specifications approved by the District. Neither the District's inspection nor the District's acceptance of the Canal Modifications shall relieve Richland of its obligations under set forth in this Agreement, including but not limited to the obligations set forth in Section 3.3; provided, however, that once the District accepts ownership and control of the improvements, the District shall hold harmless and indemnify Richland for any claims or suits for damage or loss attributed to the District's maintenance or control of the Canal Modifications.

3.5 Richland shall require its consultants and contractors working within the District Right of Way, including those working on the Canal Modifications, to indemnify the District and to hold the District harmless for any damages, losses, claims or expenses for repairs arising from the consultants' or contractors' work within the District Right of Way. Richland shall require its consultants and contractors to maintain insurance coverages to protect the District against claims arising from the consultants' or contractors' work within the District Right of Way.

3.6 Richland shall reimburse the District for cost incurred by the District for engineering services during the design and construction of Richland's Duportail Project and the Canal Modifications. Richland shall pay for engineering at the rates and standard charges of the District's engineers not to exceed $10,000.00 unless this amount is modified by a written amendment to this Agreement.

4. Richland shall maintain or provide for the maintenance of its transportation and utility improvements constructed within the District Right of Way and

owned by Richland, in compliance with all applicable federal codes and regulations, all State statutes and regulations and all local codes, as the same may now exist or as hereafter adopted. After transfer to the District, the Canal Modifications will not be owned, operated, or maintained by Richland.

5. This Agreement may be amended only by written agreement signed by all of the parties.

6. All notices and other communications provided for herein shall be validly given, made or served, in writing and delivered personally or sent by certified mail postage prepaid, to the addresses listed below:

CITY OF RICHLAND:
Public Works Director
P.O. Box 190
Richland, WA 99352

COLUMBIA IRRIGATION DISTRICT
Manager
10 East Kennewick Avenue
Kennewick, WA 99336

Or to such other parties as designated in writing and delivered to the party receiving notice as provided herein.

7. This agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereto; provided, however, that the parties hereto may not assign this Agreement without the prior written consent of the non-assigning party, which may not be unreasonably withheld or delayed.

8. The foregoing terms and conditions and the attached exhibits and addenda represent the entire agreement between the District and Richland with respect to the subject matter and supersede all prior and contemporaneous agreements or understanding that parties may have. All pre-existing easements, crossing permits, or licenses with and among other parties shall remain unaffected by this agreement.

9. All questions concerning the interpretation or application of provisions of this agreement shall be decided according to the laws of the State of Washington. Venue of any action based on this agreement shall be Benton County Superior Court.

10. Should it become necessary to enforce any provision of this agreement by use of any court action or proceeding, the prevailing party shall be entitled to a reasonable attorney's fee, costs and expenses.

11. The waiver of the breach of any provision herein by either party shall in no way impair the right of either party to enforce that provision in any subsequent breach thereof.

DATED this____ day of _____, 2017.

CITY OF RICHLAND

By: _____

Title: _____

Approved as to form:

_____
Richland City Attorney

COLUMBIA IRRIGATION DISTRICT

By: _____
PRESIDENT
Board of Directors

By: _____
HOWARD ELLISON
Secretary/Manager

LEGAL DESCRIPTION
COLUMBIA IRRIGATION DISTRICT OWNERSHIP 4
PERMANENT EASEMENT ACQUISITION
PROJECT NO. 30-07-050 DUPORTAIL STREET
January 6, 2016

A parcel of land located in the Southeast 1/4 of Section 16, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at an Aluminum Cap monumenting the Center ¼ corner of said Section 16 from which a Brass Cap monumenting the South ¼ corner of said Section 16 bears South 00°14'48" East, 2624.93 feet;

Thence along the North line of the Southeast ¼ of said Section 16, North 89°38'48" East, 1962.70 feet to the Northerly boundary of the Columbia Irrigation District parcel;

Thence along said Northerly boundary South 75°39'40" East, 289.88 feet to the POINT OF BEGINNING;

Thence continuing South 75°39'40" East, 36.70 feet;

Thence South 69°29'40" East, 263.85 feet;

Thence leaving said Northerly boundary 144.46 feet along the arc of a non-tangent curve to the left having a radius of 1730.00 feet, a delta of 4°47'04" and a long chord that bears South 20°27'59" West a chord distance of 144.42 feet;

Thence North 35°44'10" West, 34.95 feet;

Thence North 69°29'40" West, 41.69 feet;

Thence 100.18 feet along the arc of a non-tangent curve to the left having a radius of 1800.00 feet, a delta of 3°11'20" and a long chord that bears South 17°11'35" West a chord distance of 100.17 feet to the Southerly boundary of said Columbia Irrigation District parcel;

Thence along said Southerly boundary North 69°29'40" West, 155.53 feet;

Thence leaving said Southerly boundary 100.15 feet along the arc of a non-tangent curve to the right having a radius of 1955.00 feet, a delta of 2°56'07" and a long chord that bears North 17°27'22" East a chord distance of 100.14 feet;

Thence North 69°29'40" West, 31.41 feet;

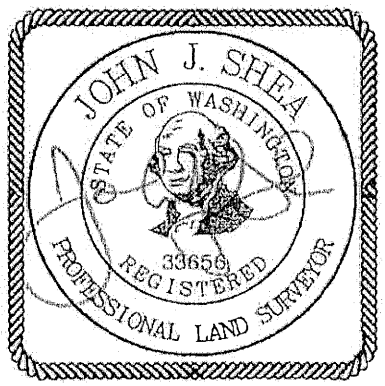
Thence North 75°39'40" West, 43.74 feet;

Thence 125.78 feet along the arc of a non-tangent curve to the right having a radius of 2030.00 feet, a delta of 3°33'00" and a long chord that bears North 20°37'28" East a chord distance of 125.76 feet to the POINT OF BEGINNING.

Containing 1.22 acres, more or less.

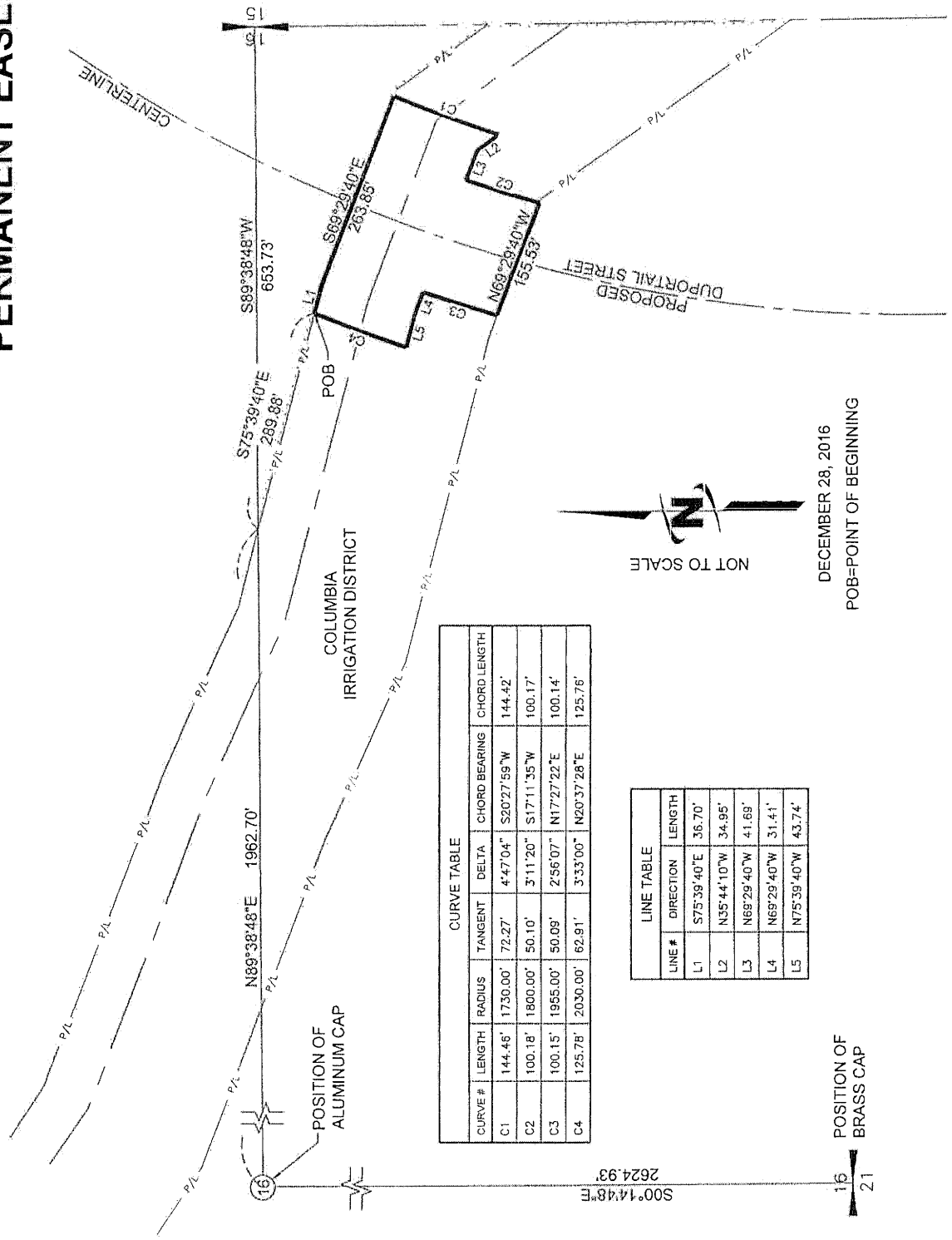
TOGETHER WITH AND SUBJECT TO covenants, easements, and restrictions apparent or of record.

Prepared by:
J-U-B ENGINEERS, Inc.
John J. Shea, P.L.S.



01-06-2016

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PERMANENT EASEMENT



CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	DELTA	CHORD BEARING	CHORD LENGTH
C1	144.46'	1730.00'	72.27'	4°47'04"	S20°27'59"W	144.42'
C2	100.18'	1800.00'	50.10'	3°11'20"	S17°11'35"W	100.17'
C3	100.15'	1955.00'	50.09'	2°56'07"	N17°27'22"E	100.14'
C4	125.78'	2030.00'	62.91'	3°33'00"	N20°37'28"E	125.76'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S75°39'40"E	36.70'
L2	N35°44'10"W	34.95'
L3	N69°29'40"W	41.69'
L4	N69°29'40"W	31.41'
L5	N75°39'40"W	43.74'

LEGAL DESCRIPTION
COLUMBIA IRRIGATION DISTRICT OWNERSHIP 4
SECTION 16 SOUTH OF YAKIMA RIVER
TEMPORARY CONSTRUCTION EASEMENTS ACQUISITION
PROJECT NO. 30-07-050 DUPORTAIL STREET
December 28, 2016

A temporary easement for work associated with the Duportail Street bridge construction located in the East half of Section 16, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at an Aluminum Cap monumenting the Center quarter corner of said Section 16 from which a Brass Cap monumenting the South quarter corner of said Section 16 bears South 00°14'48" East, 2624.93 feet;

Thence along the North line of the Southeast quarter of said Section 16, North 89°38'48" East, 1757.87 feet to the POINT OF BEGINNING.

Thence leaving the North line of the Southeast quarter of said Section 16 North 24°00'20" East, 67.18 feet to the Northerly boundary of the Columbia Irrigation District parcel;

Thence along the Northerly boundary of said Columbia Irrigation District parcel, South 65°59'40" East, 85.00 feet;

Thence South 75°39'40" East, 392.94 feet;

Thence leaving the Northerly boundary of said Columbia Irrigation District parcel, 125.78 feet along the arc of a non-tangent curve to the left having a radius of 2030.00 feet, a delta of 3°33'00" and a long chord that bears South 20°37'28" West a chord distance of 125.76 feet;

Thence North 75°39'40" West, 389.74 feet;

Thence North 65°59'40" West, 95.57 feet;

Thence North 24°00'20" East, 57.82 feet to the POINT OF BEGINNING.

Containing 1.38 acres, more or less.

TOGETHER WITH

A temporary easement for work associated with the Duportail Street bridge construction located in the Southeast quarter of Section 16, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at an Aluminum Cap monumenting the Center quarter corner of said Section 16 from which a Brass Cap monumenting the South quarter corner of said Section 16 bears South 00°14'48" East, 2624.93 feet;

Thence along the North line of the Southeast quarter of said Section 16, North 89°38'48" East, 1962.70 feet to the Northerly boundary of the Columbia Irrigation District parcel;

Thence leaving the North line of the Southeast quarter of said Section 16, and continuing along the Northerly boundary of said Columbia Irrigation District parcel, South 75°39'40" East, 326.59 feet;

Thence South 69°29'40" East, 263.86 feet to the POINT OF BEGINNING;

Thence continuing along the Northerly boundary of said Columbia Irrigation District parcel South 69°29'40" East, 8.97 feet;

Thence South 35°44'10" East, 145.35 feet to the East line of the Southeast quarter of said Section 16;

Thence leaving the Northerly boundary of said Columbia Irrigation District parcel South 00°36'01" East, along the East line of the Southeast quarter of said Section 16 for a distance of 217.20 feet;

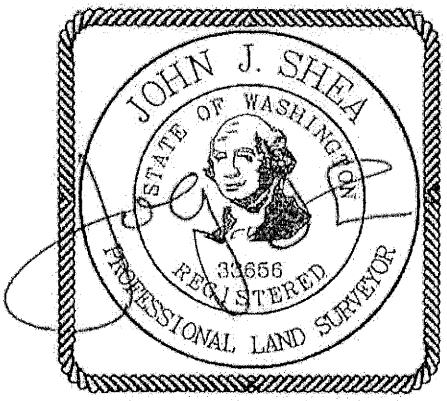
Thence leaving the East line of the Southeast quarter of said Section 16 North 35°44'10" West, 250.10 feet;

Thence 144.46 feet along the arc of a non-tangent curve to the right having a radius of 1730.00 feet, a delta of 4°47'04" and a long chord that bears North 20°27'59" East a chord distance of 144.42 feet to the POINT OF BEGINNING.

Containing 0.59 acres, more or less.

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

END OF DESCRIPTION



12-28-2016

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENTS

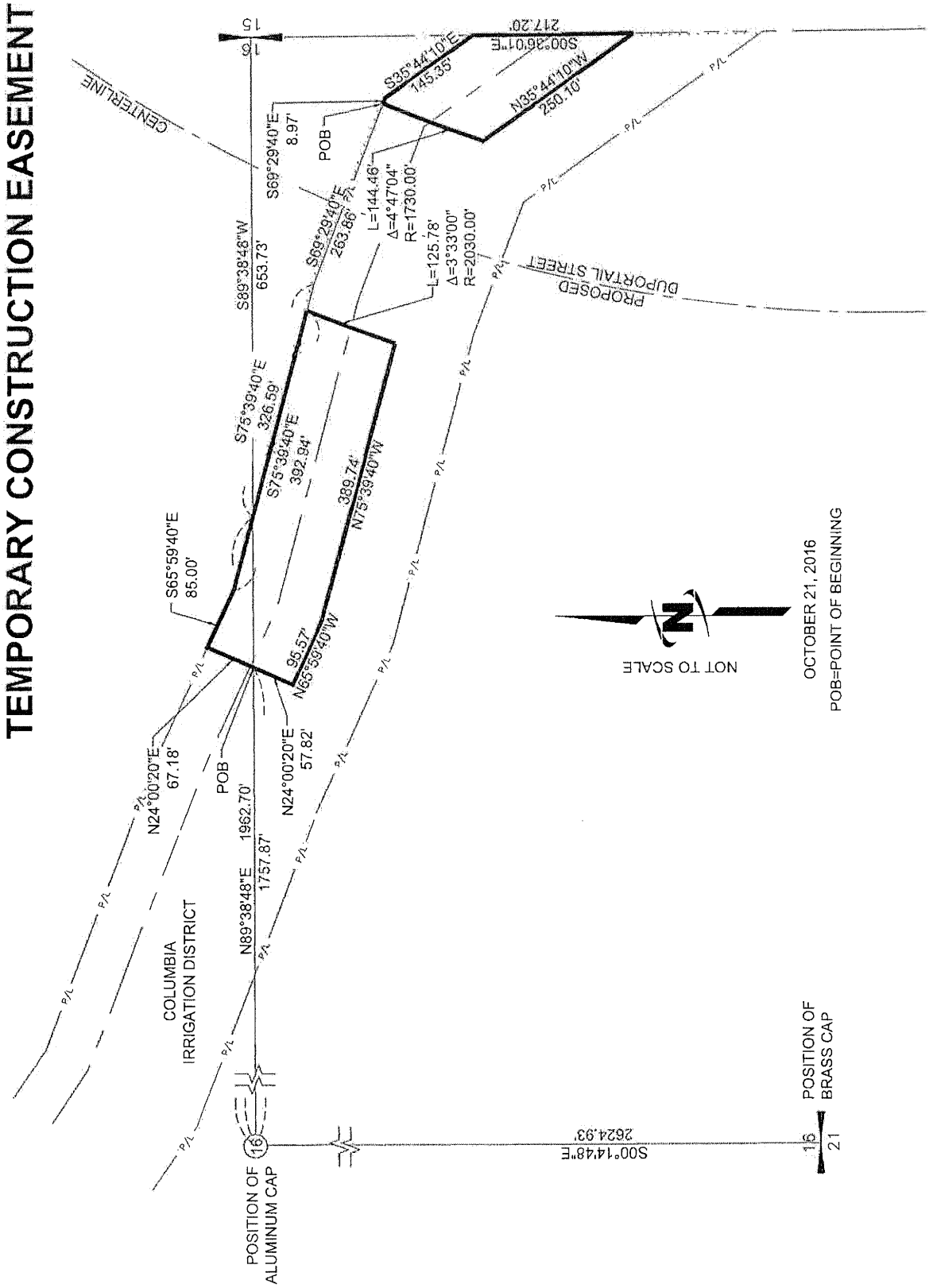


EXHIBIT 2
District Right of Way Crossing Agreement

After recording return to:
Richland City Attorney
505 W. Swift Blvd
Richland, WA 99352

EASEMENT DEED

THE GRANTOR, **COLUMBIA IRRIGATION DISTRICT,** a quasi-municipal corporation of the State of Washington, hereby quit claims, conveys and transfers to the Grantee, the **CITY OF RICHLAND**, a municipal corporation of the State of Washington, an easement over, under and across the real estate situated in Benton County, Washington, more particularly described in Exhibit 1.

This easement is granted for the purpose of constructing and installing a public street within the real property described in Exhibit 1, attached hereto, including the right to construct, install, maintain, repair and replace roadways, curbs, gutters, sidewalks, landscaping within the easement.

The easement may be used for the installation of utilities, including water, sewer, phone, communications, electrical and gas transmission lines. All utilities shall be underground.

This easement is granted pursuant to a District Right of Way Crossing Agreement entered into between the Grantor and the Grantee. The use of this easement is subject to all the terms and conditions of the District Right of Way Crossing Agreement and is subject to the District's use and operation of its facilities within the Right of Way.

DATED on this ___ day of January, 2017.

COLUMBIA IRRIGATION DISTRICT

By: _____

VINCENT SHAWVER,
President, Board of Directors

By: _____
HOWARD ELLISION,
Secretary/Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

On this day, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Vincent Shawver and Howard Ellison, to me known to be the President and Secretary of the Columbia Irrigation District, a municipal corporation of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the District, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official hereto affixed this ___ day of January, 2017.

_____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

Exhibit 3

OTHER J-U-B COMPANIES

TECHNICAL MEMORANDUM

DATE: September 16, 2016

TO: Howard Ellison, Manager
Columbia Irrigation District
10 E. Kennewick Ave.
Kennewick, WA 99336

Pete Rogalsky
City of Richland
840 Northgate
Richland, WA 99352

FINAL

CC: Chuck Spry, PE Project Manager Berger/ABAM

FROM: Rick Door, P.E. Project Manager J-U-B Engineers

SUBJECT: **Engineering Memorandum for Columbia Irrigation District and City of Richland Duportail Bridge Crossing of the Main Canal**

Background

The City of Richland is currently in the process of designing the Duportail Bridge Project for construction starting in late 2017 or early 2018. This project will provide the citizens of Richland an additional Yakima River crossing, reduce area traffic congestion, and provide a means of replacing the 36 inch waterline. This waterline serves all of south Richland and is the only link to storage for all of the City north of the Yakima River. It also provides supplemental water to the City of West Richland. The completion of the missing Duportail Street link across the Yakima River will require a grade separated crossing of Columbia Irrigation District's (CID) main canal and requires reconstruction of portions of the existing channel. Portions of the canal and maintenance and operation (M&O) access road will require reconstruction in order to mitigate impacts to CID. The typical methods of operation and maintenance of the existing canal system will change as a result. Additionally, CID access will be affected during construction of the bridge. On-going coordination between CID and City of Richland has prompted the need to document design parameters, decisions made and engineering backup for those decisions, construction impacts to CID operations, issues and concerns from both parties. The project is currently being developed by the following entities, denoted as "the design team" throughout this document: City of Richland, Columbia Irrigation District, BergerABAM, and J-U-B Engineers. BergerABAM is the prime consultant for the project and responsible for the bridge and structural design. J-U-B Engineers is the engineer responsible for the design of the CID modifications.

Location and Need for Canal Reconstruction

CID, City of Richland, BergerABAM, and J-U-B held meetings on March 22, 2016 and June 16, 2016 to discuss the hydraulic analysis and design of the channel improvements necessary for the construction of a new bridge above the existing canal system and maintenance roads. The location of the existing canal system within the bridge project limits is shown on Figure 1.

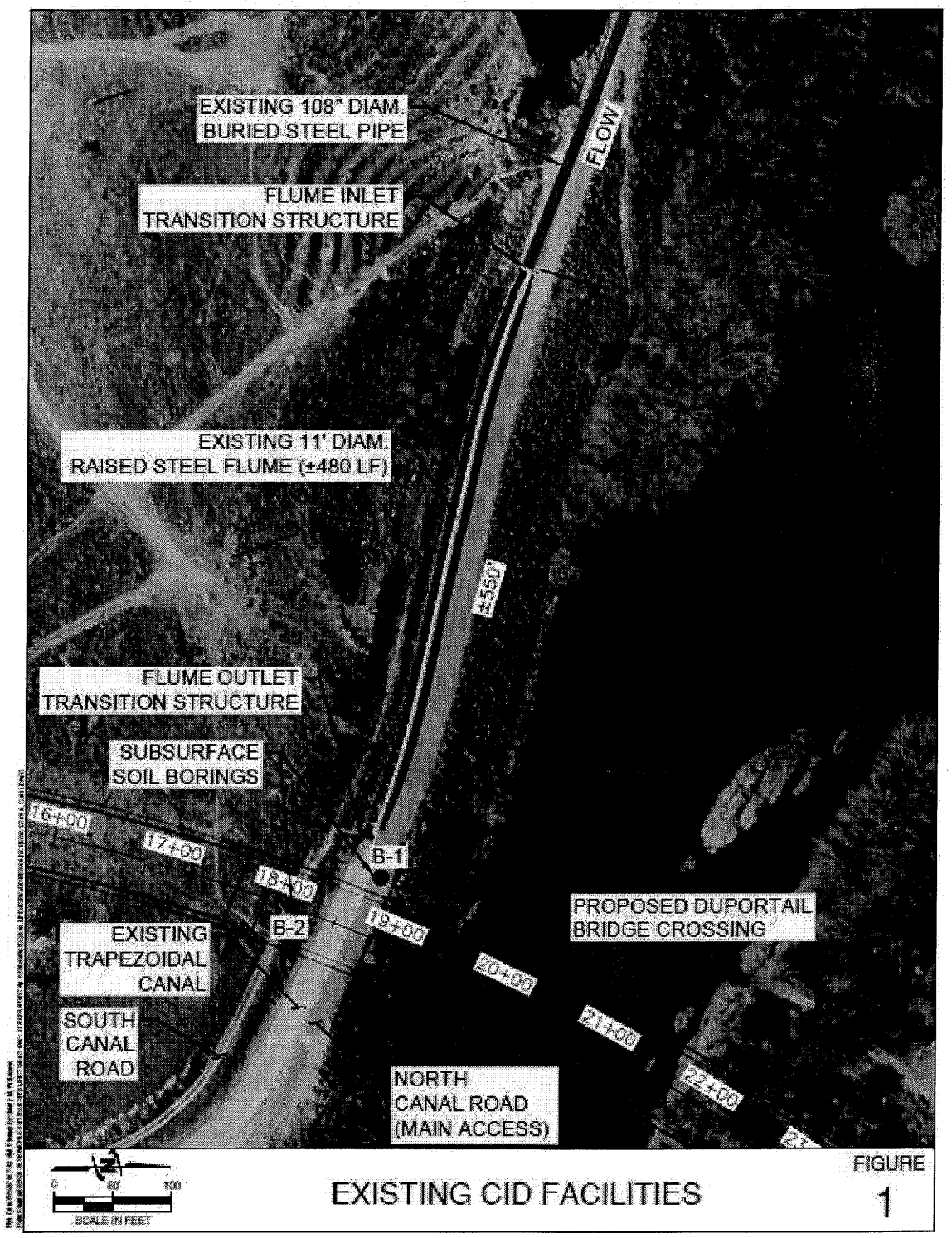
Construction of the bridge poses two challenges for CID:

1. The current canal is periodically cleaned using a track mounted excavator to remove deposits of fine soil and organic material that build up along the bottom of the channel which requires 30 feet of vertical clearance. The proposed bridge structure would prevent CID from using an excavator directly underneath, so a different conveyance structure that can be maintained with a minimum 16' – 6" vertical clearance is necessary.

2. Constructing a new method of conveyance in the canal system creates additional long term maintenance issues and reduces efficiencies in the canal capacity. Currently the canal is made up of three different

conveyance systems: a buried steel pipe, a raised steel flume, and an earthen trapezoidal channel (refer to Figure 1)

Adding a fourth conveyance type between the steel flume and earthen channel are causes for concern for CID. For these reasons CID and City of Richland agreed to replace the steel flume. As a result of the initial March 22, 2016 meeting, the design team investigated two alternatives consisting of a pipeline replacement and an open rectangular cement concrete channel. The pipeline would conflict with the existing 36 inch waterline under the canal and was the more expensive option. The rectangular cement concrete channel is the selected alternative from the June 16, 2016 meeting.



EXISTING CID FACILITIES

Hydraulic and Operational Design Parameters

At the June 16, 2016 meeting, it was decided that the rectangular cement concrete channel option, although slightly smaller than the existing channel, is the preferred option. This rectangular channel is designed for CID's flow rate of 160 cubic feet per second (CFS) at a slope of 0.0002 ft/ft. The width of the channel will provide the same normal water depth as the existing trapezoidal channel. The CID Board of Directors approved the 160 CFS design flow rate at their July 1, 2016 meeting. The Board discussed the proposed rectangular channel and agreed to proceed with design.

The preliminary design of the rectangular channel is depicted on Exhibits EX2-1 through EX2-5 as included as part of this memorandum. These exhibits were presented at the June 16th meeting representing the design concept for the selected rectangular concrete channel. The design will be refined through the final design process and ultimately constructed as part of the Duportail Bridge project. Replacement of the aging existing steel flume provides benefit to CID as it would eventually require replacement. The City and CID will negotiate directly the funding responsibilities for this work.

CID prefers a minimum of 15 foot width for the main access road on the side closest to the river. The preliminary rectangular channel section shown on Exhibits EX2-3 through EX2-5 depict an open top cement concrete box with footing extending beyond the walls of the box. CID requested the design team investigate the need for the extended footings and consider eliminating it. If the footing was eliminated the channel section could be moved into the southern slope and would maximize the available width on the river side for a wider M&O access road. The structural design of the rectangular channel will occur during the final design stage and efforts will be made to minimize the footing width and maximize the access road width.

Bridge Construction Steps/Impacts to CID

The estimated construction duration of the Duportail project will be late 2017 through summer of 2020. It is anticipated that work will not start on the CID canal until the winter shutdown of November 1, 2018 through March 1 2019. This will allow the Contractor time to procure materials and have the full benefit of the closure window. Although the construction schedule is the responsibility of the Contractor, there are conditions that can be required within the specifications. The following is the anticipated construction schedule and activities that can be addressed during the final design:

Late 2017 through October 2018
It is anticipated that there will be minimal construction activity in the vicinity of the CID canal. However, the Contractor will periodically need access for preconstruction activities prior to October 2018. Installation of temporary erosion control devices will occur along with possible grading work uphill of the CID canal and survey work. During this time frame the Contractor will need to coordinate limited access road use with CID in order to keep the access road unobstructed during normal CID operations.

Winter CID shutdown November 2018 to March 2019
During this timeframe the CID canal access road will not be usable by the CID since there will be substantial bridge substructure construction and wall construction on the Duportail alignment at the CID canal. Along with those operations the existing raised flume will be demolished and removed and construction of the new open concrete channel will occur. The Contractor will need full and unrestricted access of the work site to ensure that work progresses uninterrupted to achieve the March 1 opening date for the CID canal. The Contract will contain a clause that allows the City to assess liquidated damages to the Contractor if the canal is not open by the March 1 milestone date. (NOTE: If we use this language we will need to work with the CID to evaluate a daily damage that is defensible. This will also need approval from WSDOT HLP). Following are anticipated work activities that will occur during this time frame:

- Demo canal and access road at Duportail alignment
- Demo and remove existing pipe flume section
- Construct Pier 2 footings and retaining wall at pier 2 (See Exhibit EX2-2)

- Rebuild access road and construct canal section
- Install work platform piles
- Have canal operational on or before March 1. (Special Provision in Contract Specifications including Liquidated Damages clause)

March 2019 to October 2019 Canal Access Limited
During this time frame the Contractor will continue to work on pier 2 including placing the columns and pier cap. It is anticipated that work will begin on pier 1 abutment and grading work uphill of pier 1, unless Contractor includes this work prior to October 2018. It is anticipated that the span 1 and 2 girders will be set, deck forming work, deck placement and stripping of deck form will occur within this time frame also. Following are work activities that will occur during this time frame:

- A work platform will be constructed over the canal and access road to support a crane (See Exhibit AC-8). Support piles will be installed during pier 2 wall construction. This work platform will be used to facilitate pier 2 construction, setting of span 1 and 2 girders and placement of concrete bridge deck.
- Completion of pier 2. Support crane and concrete truck will utilize work platform.
- Set span 2 girders. Large crane on work platform (See Exhibit AC-8).
- Set span 1 girders. Large crane on work platform.
- Form and pour span 1 and 2 diaphragms. Support crane and concrete pump on platform.
- Form and pour span 1 and 2 deck. Support crane and concrete pump on platform.
- Strip span 1 and 2 formwork. Platform my not be in place for this operation but equipment access for forklifts and or man-lifts will be needed below span 1.
- Install waterline hanger supports into inserts previously cast into bridge deck and hang waterline. This work will likely be done from below using the CID access road.
- Complete wall number 2 and CID access road construction.

During this time frame the CID access road may not be passable to ditch riders. It is anticipated the work platform may need to stay in place until fall of 2019 to facilitate bridge construction. The platform will block the access road and it is not feasible to remove it each time the CID needs access. The crane or cranes and concrete pump trucks will be on and off the platform during this construction period. Given the limited workspace below span 1, the crane or concrete pump, using the platform, may be in a position that it cannot move off the platform or out of the way to allow passage. The Contract will include special provisions requiring the Contractor to submit a staging and operations plan intended to minimizing CID access closure or providing a temporary bypass route for CID.

As the design develops, the Engineering team will continue to evaluate mitigation methods and Contract requirements to minimize CID access impacts. . However, during girder erection the Contractor cannot allow access under the load for safety concerns. Therefore it is proposed that the Contract contain language that allows complete closure of the CID access road at Duportail. These requests would be submitted two weeks prior any closure, and the closure will be limited to a two week duration.

The Contract will also contain a requirement that the Contractor keep all debris out of the canal by use of a cable supported minimum mil construction fabric to be specified in the contract.

November 2019 through Summer 2020 (estimated project completion date)
During this time frame the Contractor may need access under span 1 to perform work activities such as completing construction of bridge supported utilities, applying pigmented sealer to the bridge and other miscellaneous activities. Since these work activities do not require large equipment and will not be continuous minimal to no impacts are anticipated to the CID access road.

Construction Coordination Items

- CID has concerns with vibration during canal operation. Vibrations from pile driving for the construction of the work platform is not anticipated to occur during the irrigation season nor impact CID facilities, but will be closely monitored by the Contractor, City, and CID. Regular inspections of the concrete canal channel and liner will be conducted, looking for signs of vertical and lateral movement. Any indicators will be brought to the attention of CID and a plan for future pile driving will be developed.
- The minimum design criteria for temporary canal access roads or ramps shall be 12 feet clear width with a maximum longitudinal slope of 15% and a maximum cross slope of 4%. Temporary access roads will be maintained by the Contractor.
- During Pier 2 and Span 2 construction there will be times when access through the work zone will not be possible. A temporary bypass route may be constructed to allow CID access, but any bypass routes must be within the identified Area of Potential Effect for the environmental permitting. Prior to final acceptance by CID at the conclusion of the project the Contractor shall be responsible to maintain and protect the newly constructed irrigation conveyance systems. It is anticipated that the CID canal construction will be complete and turned over to CID by the start of the 2020 irrigation season.
- The Contractor will not use CID access road outside of the project construction area without obtaining a permit or easement.

Agreements, Easements, and Access to CID Right-of-Way

Access to CIDs right-of-way is necessary for the construction of numerous portions of this project including Piers 1 and 2, retaining wall between the CID maintenance road and Pier 2, rectangular cement concrete channel to replace the existing flume and trapezoidal channel under the bridge superstructure, and widening/reconstruction of the CID access roads. The use of CIDs right-of-way and access roads will be by permission from the Board of Directors, and as such, they will want assurances that the roads will be maintained to a level equal to or better than current conditions. Use of CID operation and maintenance roads and construction within CID right of way is limited to the project limits. Any deviation requires approval from CID.

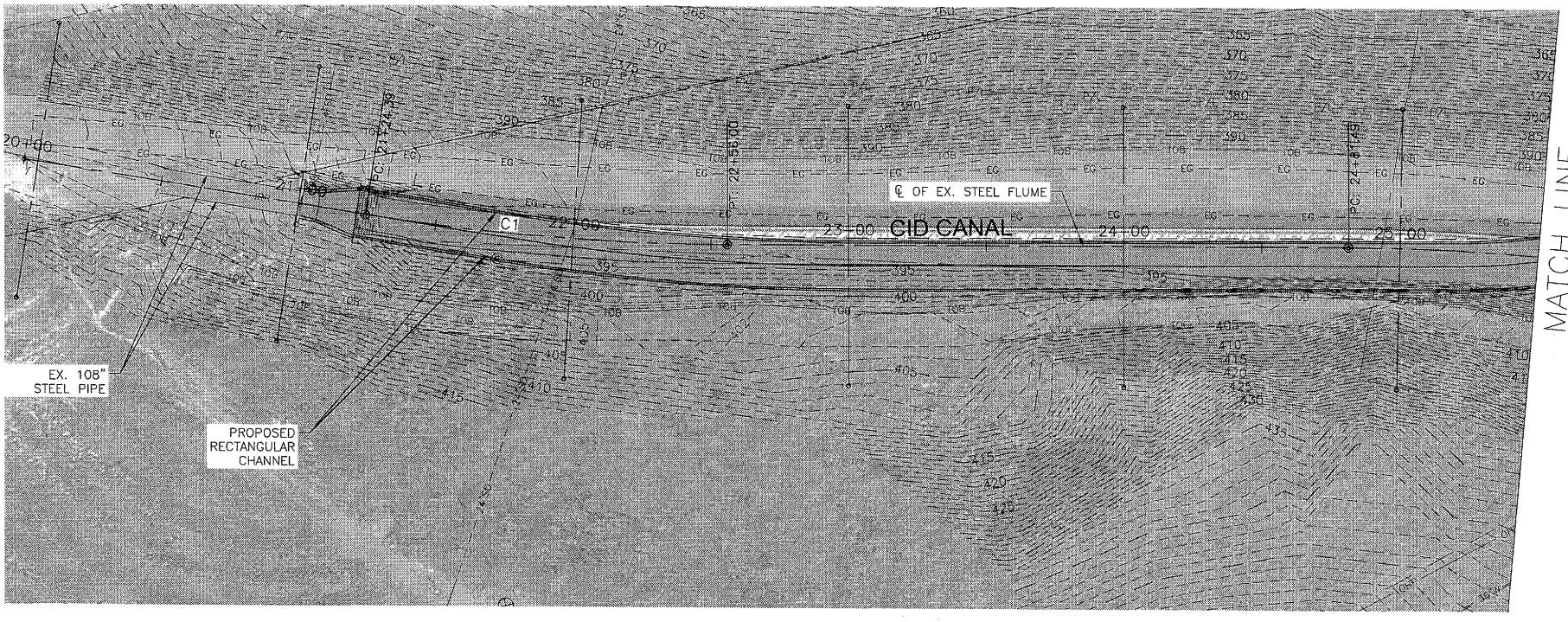
Liability for working within the canal right-of-way will be the responsibility of the City and their selected contractor. Contract specifications that allow contractor access onto, through or within CID right-of-way boundaries will be reviewed by the CID Board of Directors. In order to meet project critical schedule milestones, authorization for construction will be granted by CID to the City by **December 31, 2016**. CID will be given the opportunity to review and provide comments on the 90% design level plans and specifications in May 2017. Comments must be received no later than June 13, 2017 in order to meet advertisement date.

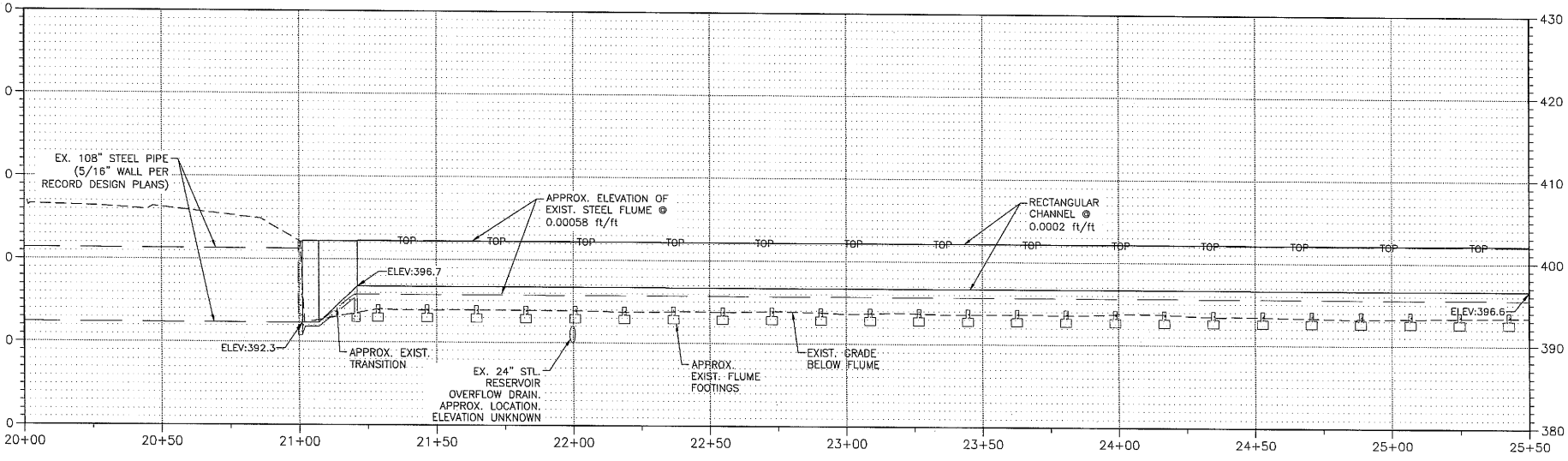
Submittals

Design submittals will provide the City and CID the opportunity to review ongoing progress and verify agreed upon design parameters are incorporated into the bid documents.

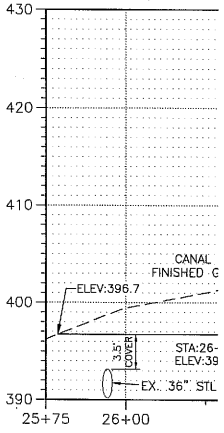
Design Milestones:
30% Plans Submittal – August 2016
Right-of-Way and Access Agreement – December 31, 2016
Construction Agreement – December 31, 2016
90% Plans and Specifications Review – May 16, 2017
CID Review Comments Received by June 13, 2017
Final Plans, Specifications and Cost Estimate – July 2017

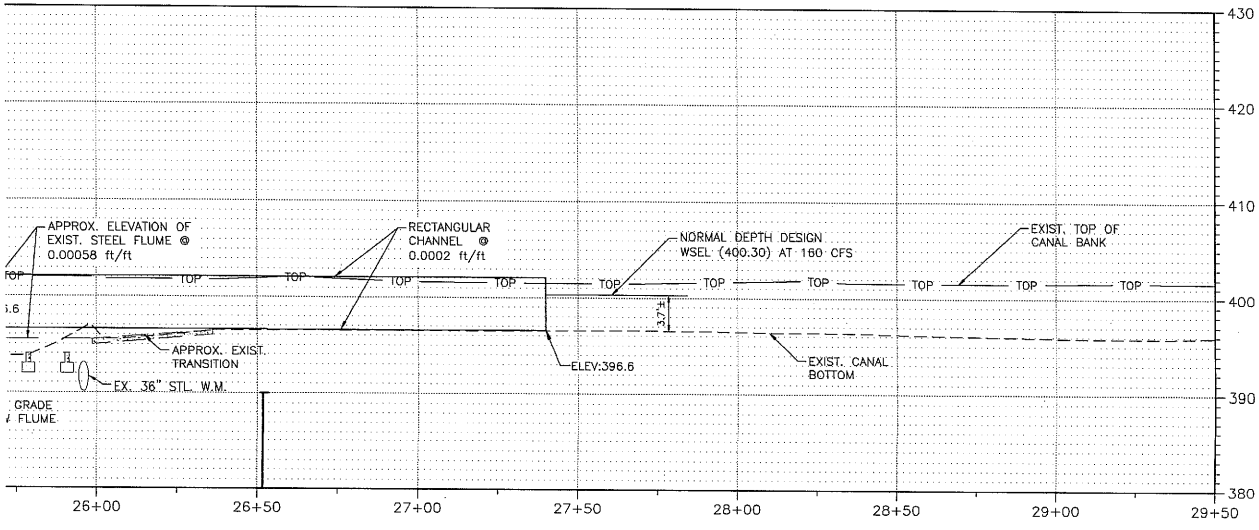
Bid and Award:
Advertise - August 2017
Award Contract – November 2017


20+00
21+00
22+00
23+00
24+00
25+00
CID CANAL
℄ OF EX. STEEL FLUME
EX. 108" STEEL PIPE
PROPOSED RECTANGULAR CHANNEL
MATCH LINE STA. 25+50 SEE EX 2-2


EX. 108" STEEL PIPE (5/16" WALL PER RECORD DESIGN PLANS)
APPROX. ELEVATION OF EXIST. STEEL FLUME @ 0.00058 ft/ft
RECTANGULAR CHANNEL @ 0.0002 ft/ft
ELEV:396.7
ELEV:392.3
APPROX. EXIST. TRANSITION
EX. 24" STL. RESERVOIR OVERFLOW DRAIN. APPROX. LOCATION. ELEVATION UNKNOWN
APPROX. EXIST. FLUME FOOTINGS
EXIST. GRADE BELOW FLUME
ELEV:396.6
TOP
430
420
410
400
390
380
20+00
20+50
21+00
21+50
22+00
22+50
23+00
23+50
24+00
24+50
25+00
25+50

EG 400.30
EG 400.30
3.7 FT NORMAL DEPTH DESIGN WSEL (400.30) AT 160 CFS
APPROX. LOCATION OF VERTICAL BEND ON EX. 36" WATER MAIN
27+00
28+00
29+00
30+00
30+99
PI: 29+88.78
28+19.00


430
420
410
400
390
25+75
26+00
CANAL FINISHED G
ELEV:396.7
3.5' COVER
STA:26-
ELEV:39
EX. 36". STL


APPROX. ELEVATION OF EXIST. STEEL FLUME @ 0.00058 ft/ft
RECTANGULAR CHANNEL @ 0.0002 ft/ft
NORMAL DEPTH DESIGN WSEL (400.30) AT 160 CFS
EXIST. TOP OF CANAL BANK
TOP
3.7±
APPROX. EXIST. TRANSITION
EX. 36" STL. W.M.
ELEV:396.6
EXIST. CANAL BOTTOM
GRADE
FLUME
430
420
410
400
390
380
26+00
26+50
27+00
27+50
28+00
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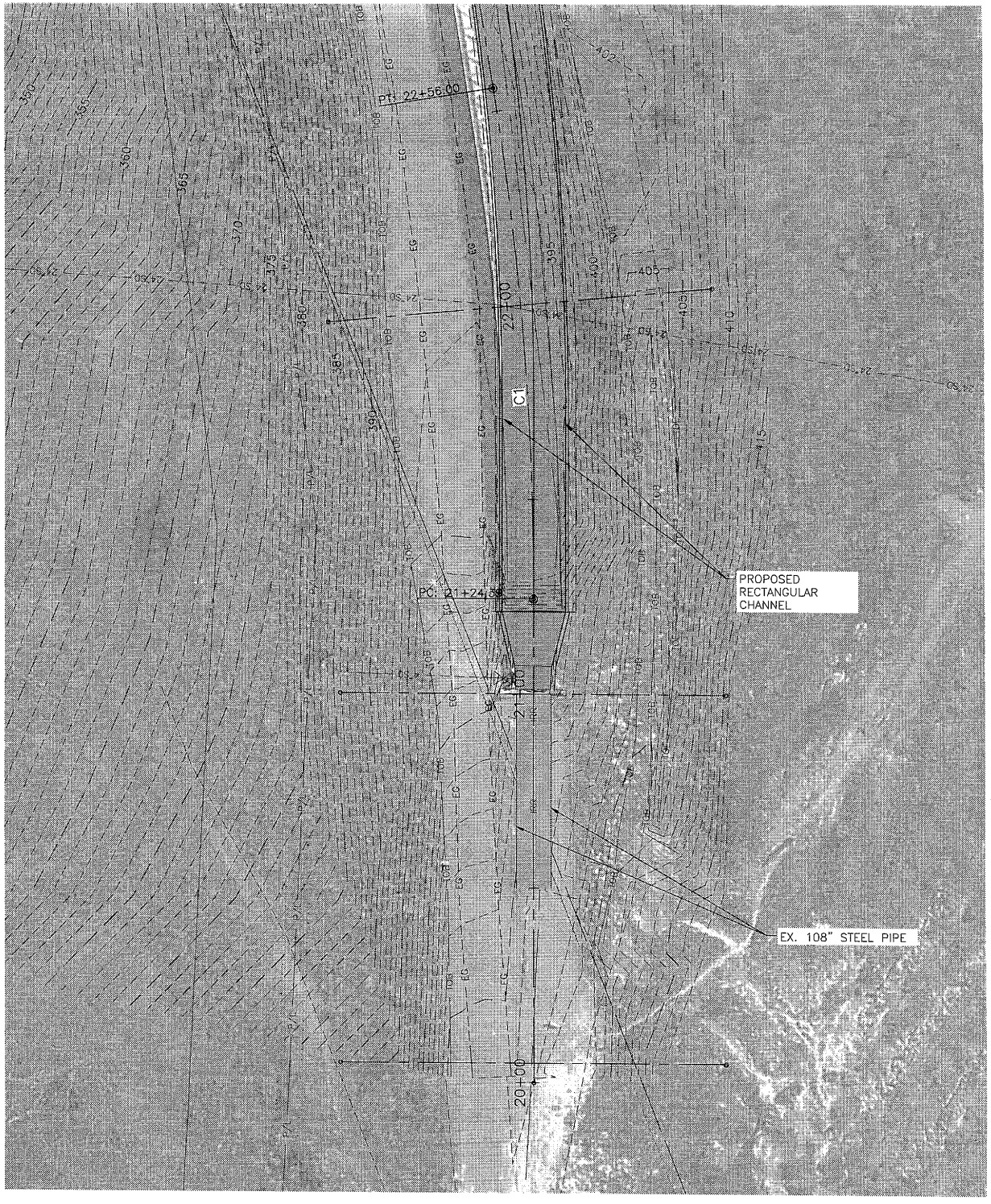
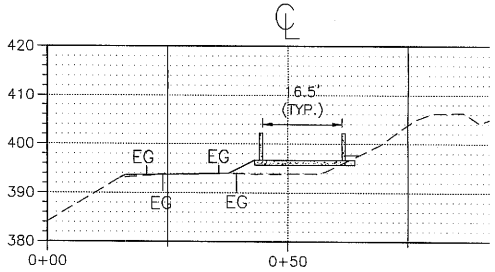
29+00
29+50



CROSS SECTION 22+0(
CID CANAL



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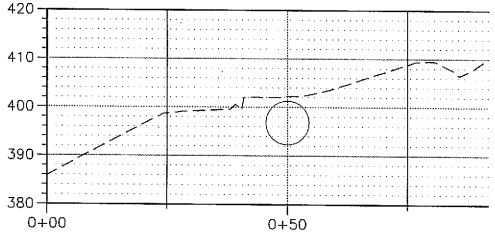
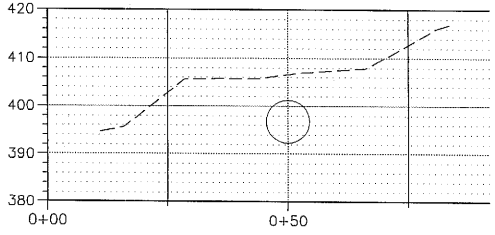
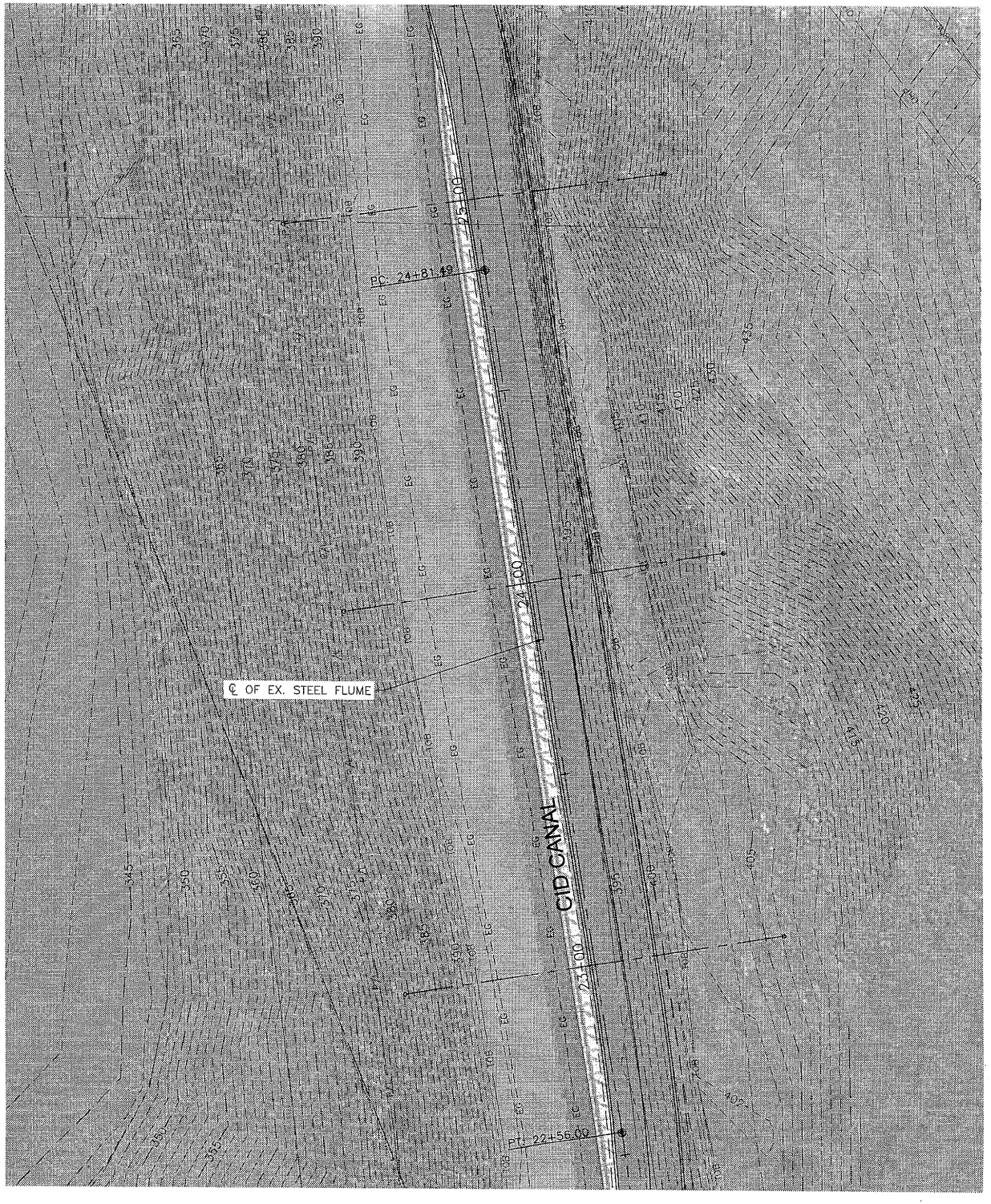


CROSS SECTION 20+0!
CID CANAL





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CID CANAL
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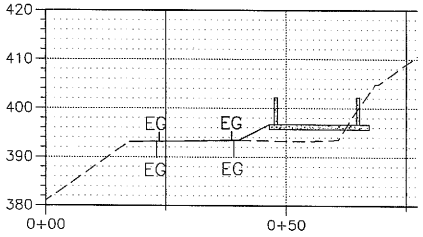

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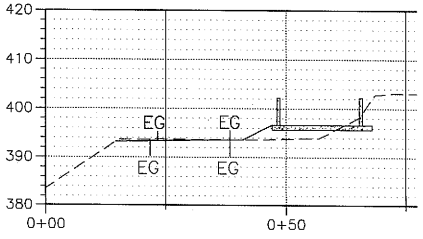

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CID CANAL
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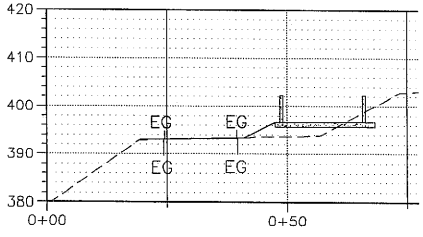

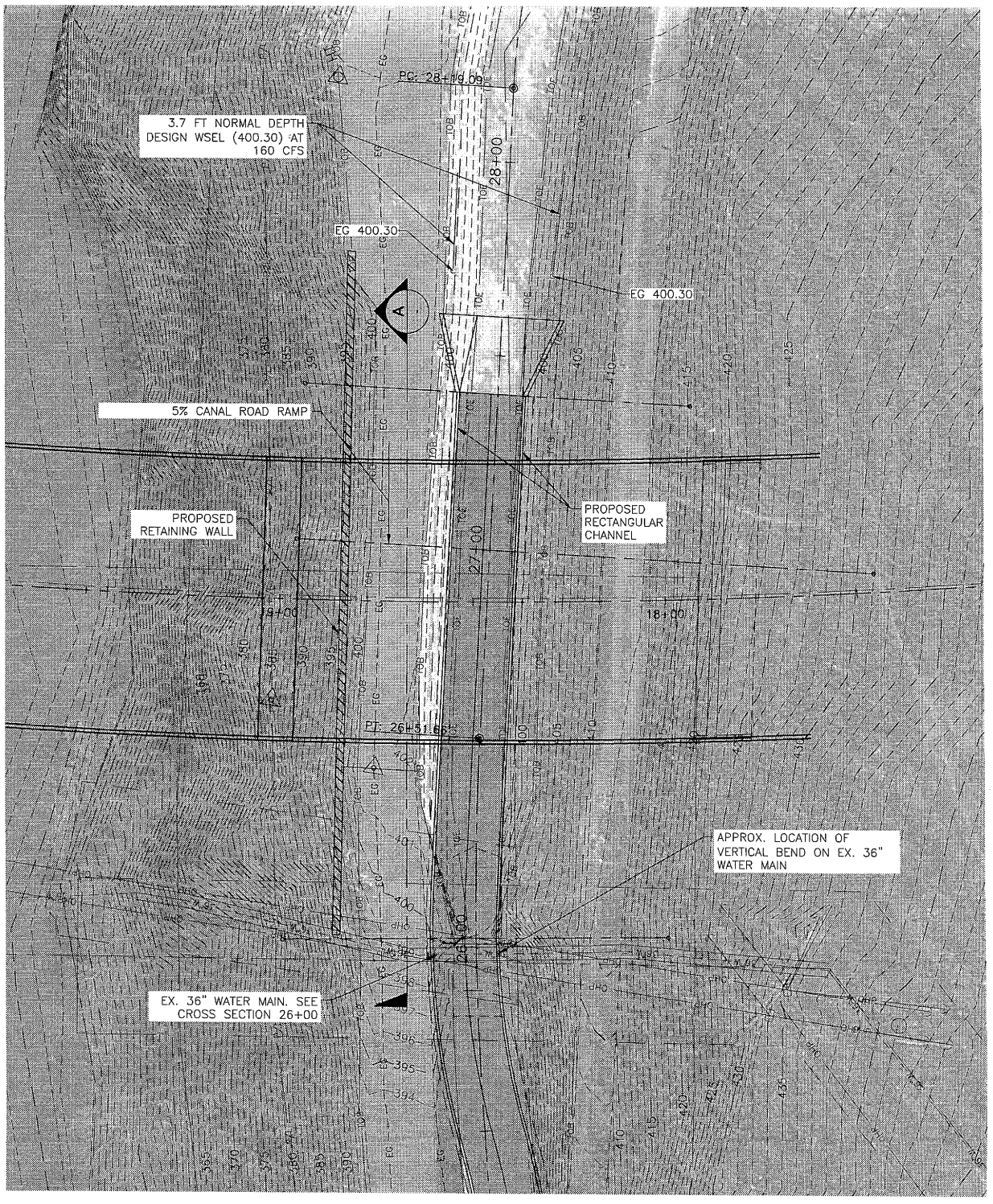

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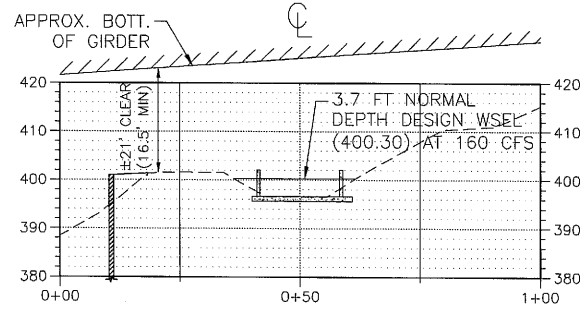

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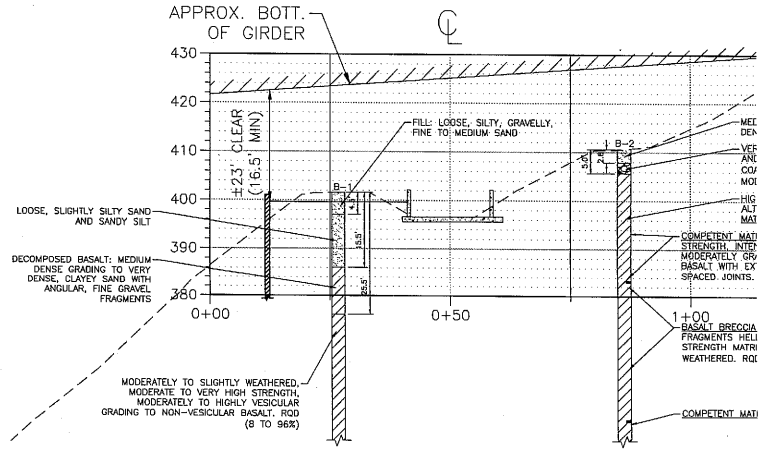

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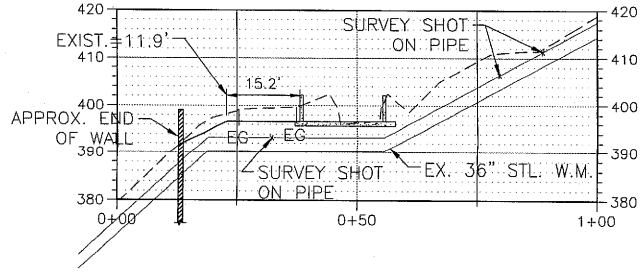
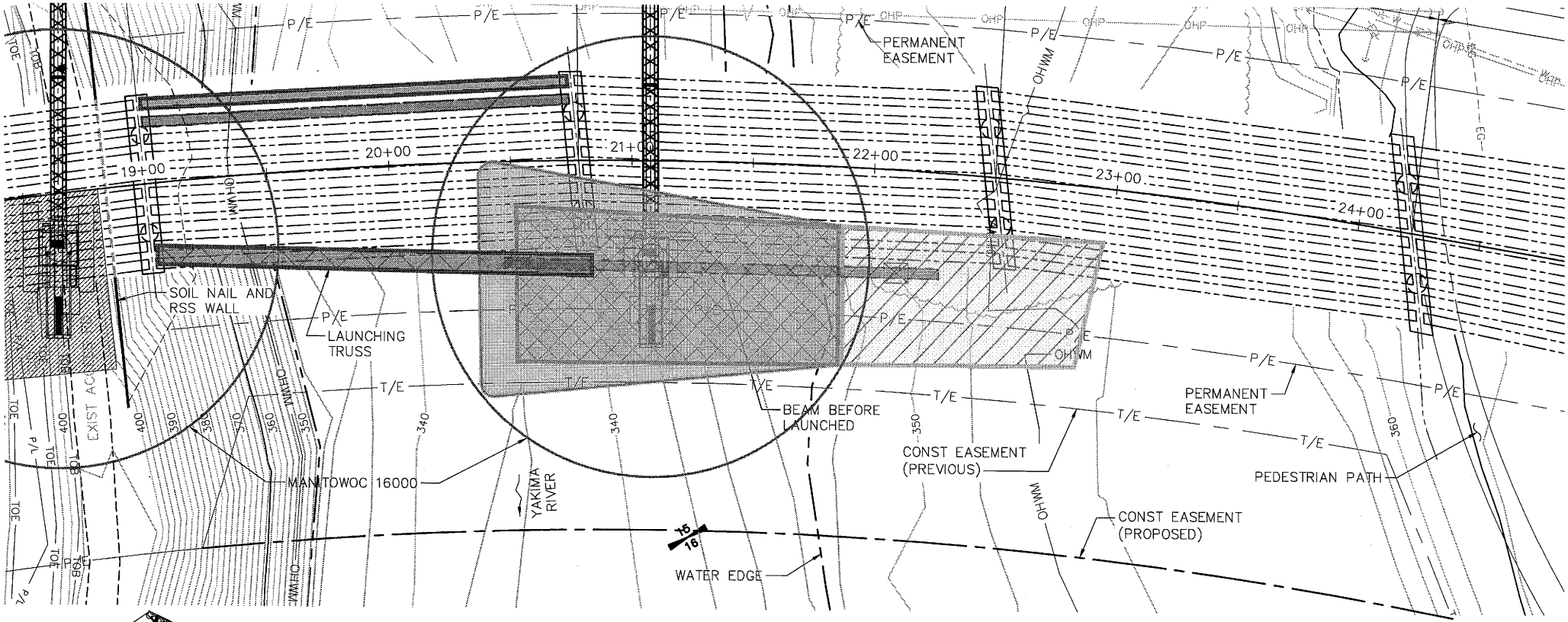
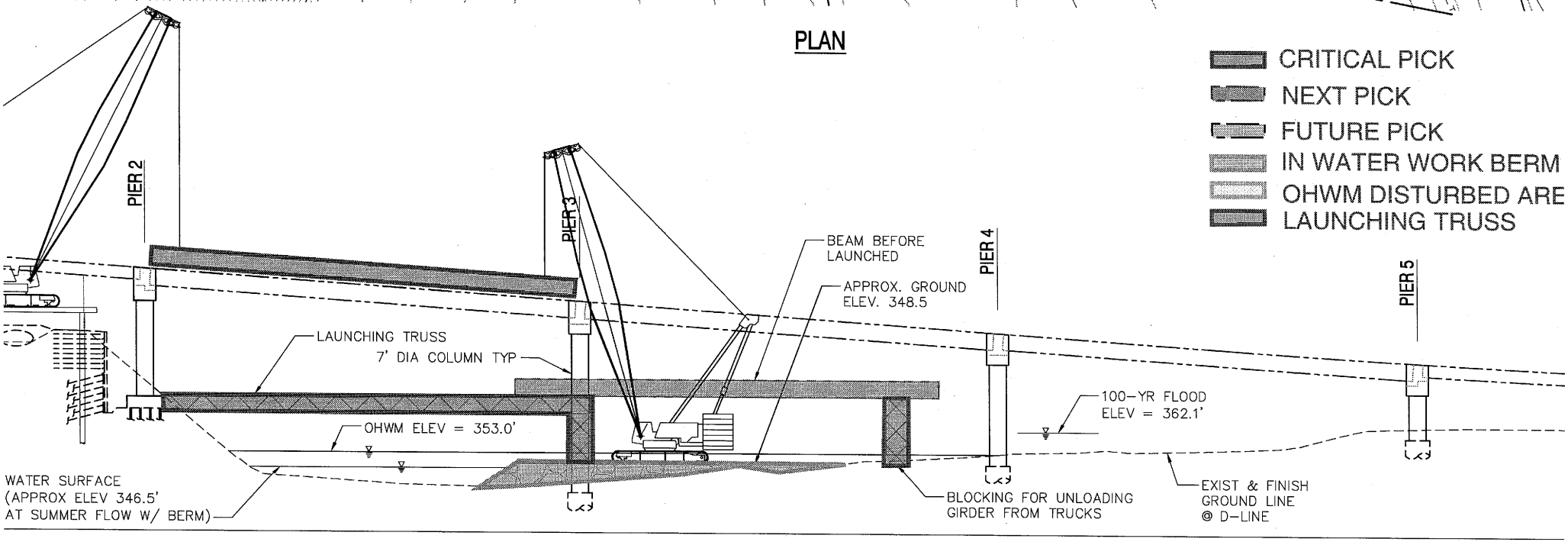




PLAN



ELEVATION

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 17-17, Authorizing Purchase Agreement with Benton PUD for Hidden Hills Phase 1 and Badger Mountain Irrigation District Pumping Station Electrical Infrastructure

Department:	Ordinance/Resolution Number:	Document Type:
Energy Services	17-17	Resolution

Recommended Motion:
Adopt Resolution No. 17-17, authorizing the City Manager or designee to sign and execute a purchase agreement and related documents with Benton PUD to purchase electrical system infrastructure necessary to serve the Badger Mountain Irrigation District pumping station in the amount of $179,680.80 and to serve the Hidden Hills Phase 1 development in the amount of $41,547.69.

Summary:

In 2005, the City and Benton PUD executed Contract No. 67-05, Electrical Service Area and Facility Purchase Agreement (Agreement), a 25-year agreement establishing the boundary between Energy Services (RES) and Benton PUD (BPUD) and setting forth the conditions of transfer of service. The Agreement established the terms and conditions to be followed for valuation and purchase of BPUD electrical infrastructure by the City, and transfer of the respective customers to RES for future electric utility service.

According to the procedure outlined in the Agreement, the City Manager sent the BPUD a May 5, 2015 letter notifying of RES' intention to serve customers in the Hidden Hills Phase 1 development and the Badger Mountain Irrigation District pump station. Since then, RES and BPUD staff have collaborated to ensure an efficient, effective service transfer for the affected customers, including transferring the electrical infrastructure and conveyance of assignable easements, permits and licenses.

RES staff obtained a third-party valuation of the infrastructure proposed to be purchased and finds it consistent with Benton PUD's valuation.

RES staff recommends Council approve the purchase of electrical infrastructure and transfer easements from BPUD to serve Hidden Hills Phase 1 and Badger Mountain Irrigation District Pumping Station.

Fiscal Impact: This project is included in the City's approved 2017 Capital Improvement Plan, and funding exists in the City's 2017 approved budget for the Electric Utility Fund.

Attachments:
1. Draft Resolution No. 17-17
2. Proposed Map of Transfer Area
3. BPUD Contract No. 67-05

RESOLUTION NO. 17-17

A RESOLUTION of the City of Richland approving the purchase of Benton PUD electrical infrastructure to serve Hidden Hills Phase 1 and Badger Mountain Irrigation District Pumping Station.

WHEREAS, the City of Richland operates a municipal electric utility (RES); and

WHEREAS, RES intends to purchase electrical infrastructure and transfer easements from Benton PUD (BPUD) to serve Hidden Hills Phase 1 and Badger Mountain Irrigation District Pumping Station; and

WHEREAS, in 2005, the City and BPUD executed Contract No. 67-05, Electrical Service Area and Facility Purchase Agreement (Agreement), a 25-year agreement establishing the boundary between the two utilities and setting forth the conditions of transfer of service; and

WHEREAS, the Agreement sets forth the terms and conditions to be followed regarding valuation and purchase of BPUD electrical infrastructure by the City and transfer of the respective customers to the City for future electric utility service; and

WHEREAS, the Agreement sets forth the terms and conditions to be followed regarding the transfer of a bill of sale for electrical infrastructure by the City with conveyance of all assignable easements, permits, and licenses; and

WHEREAS, in accordance with procedure set forth in the Agreement, the City Manager sent a notice of intention to serve certain customers to BPUD in a May 5, 2015, letter; and

WHEREAS, since that time RES staff have collaborated with BPUD through various planning steps to ensure an efficient and effective transfer of service to the respective customers; and

WHEREAS, RES obtained a third-party valuation of the infrastructure proposed to be purchased and finds it consistent with BPUD's valuation.

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

Section 1. The City Council authorizes the City Manager or designee to sign and execute an agreement and related documents with BPUD to purchase electrical system infrastructure; and

Section 2. The City Council authorizes purchase in the amount of $179,680.80 for BPUD infrastructure necessary to serve the Badger Mountain Irrigation pumping station; and

Section 3. The City Council authorizes purchase in the amount of $41,547.69 for BPUD infrastructure necessary to serve the Hidden Hills Phase 1 development.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

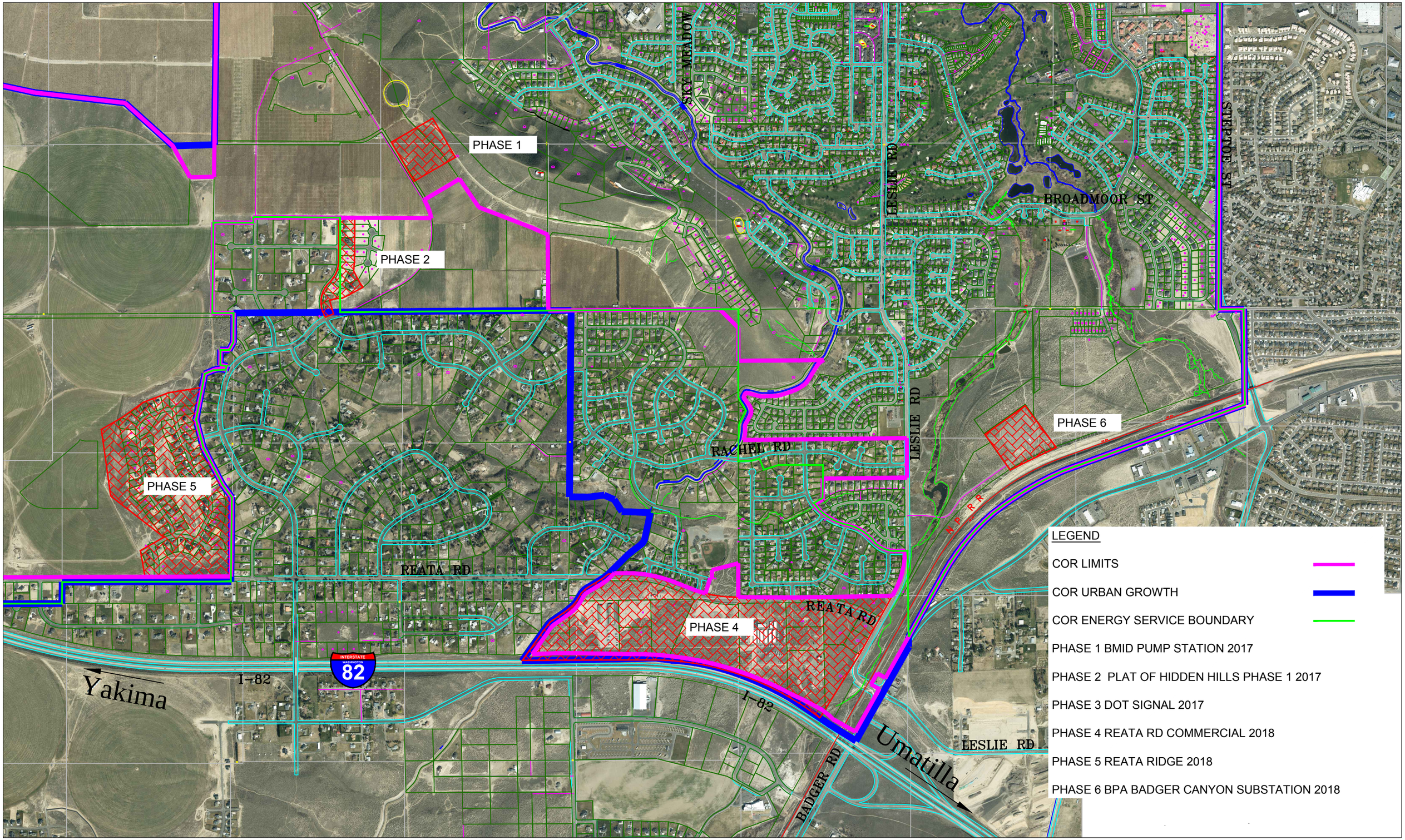
ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney



RENERGY SERVICES	DATE:		MAP#:
	DRAWN:		SVC JT:
	ENGR:		PROJ JT:
	SCALE:	SHT 1 of 1	WO#:

ELECTRICAL SERVICE AREA AND FACILITIES PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), is made and entered into by and between Public Utility District No. 1 of Benton County, herein referred to as the "District" and the City of Richland, herein referred to as the "City," sometimes referred to individually as "utility" and jointly as "utilities" both of said parties being operating electric utilities in the State of Washington.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RECITALS AND FINDINGS.

A. WHEREAS, RCW 54.48.030 authorizes public utilities "to enter into agreements ... for the designation of the boundaries of adjoining service areas which each ... utility ... shall observe, for the establishment of procedures for orderly extension of service in adjoining areas not currently served by any such public utility or ... and for the acquisition or disposal by purchase or sale ... of duplicating utility facilities;" and

B. WHEREAS, City and District representatives have met and reached agreement in order to avoid duplication of their facilities and to encourage the orderly extension of service into areas in Benton County; and

C. WHEREAS, the actions contemplated by this Agreement will make the City the sole supplier of electric service to areas within the City that have historically been served by the District, and accordingly will render District facilities within the District surplus to the District's needs upon full implementation of this Agreement; and

D. WHEREAS, RCW 54.16.180 authorizes the District to sell and convey property to a city utility without voter approval if the property has become obsolete and is no longer necessary, material to, and useful in such operations; and

E. WHEREAS, the Agreement should provide for the transfer of assets that is mutually agreeable to the parties.

II. DEFINITIONS.

When capitalized and used in this Agreement the following terms are defined as follows:

A. "Contribution-in-Aid" means those monies received from the owner and/or developer of a Development served by a utility to defray the utility's installed cost of Electric Plant so long as the construction of such Electric Plant was completed within five (5) years prior to the date of the transfer of an Electric Plant under this Agreement.

B. "Depreciation" means the loss in value from all causes including such factors as physical depreciation, functional obsolescence and economic obsolescence. For the

purpose of calculating Original Cost Less Depreciation (OCLD) or Reproduction Cost New Less Depreciation (RCNLD), Depreciation shall be calculated using the straight line, age-life method of depreciation, with the average age of the electrical distribution equipment presumed to have an average service life equal to thirty (30) years. This presumption may be rebutted by sufficient evidence of actual service life. A maximum of ninety (90) percent accumulated Depreciation shall be deducted for any equipment that is still in service as of a specific date.

C. "Development" means residential, commercial, industrial or agricultural electric facilities that are intended to serve an end use consumer(s), and whose delivery service is secured through a project development.

D. "Distribution Lines" means overhead and underground lines, poles, transformers, wire and affiliated equipment owned by the utility, rated up to and including 34.5 kv, whose primary purpose is to provide service connection to the end use consumer.

E. "Electric Plant" means equipment and material used in distribution of electricity and includes Distribution Lines, Transmission Lines, Substations and associated real property. Any part or component of an Electric Plant is referred to as a facility or an electric facility.

F. "Environmental Law" means any state, federal and local statutes, regulations and ordinances relating to release of a hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW).

G. "Original Cost" means the cost of Electric Plant when it was first put into public service.

H. "Plant Value" is used for the purpose of future sale and transfer of Electric Plant and is determined by applying the following formula: Reproduction Cost New Less Depreciation (RCNLD) plus twelve (12) months annual gross revenue, averaged over the three (3) years prior to the notification of transfer described in subsection V. C.

I. "Reintegrate" means, where Distribution Lines have been separated by the sale of certain other facilities, the cost to construct new electric facilities and/or modify remaining electric facilities to achieve the same standard of service, reliability and safety consistent with standard industry practices, as existed on the transferring party's system prior to the transfer of the other electric facilities.

J. "Reproduction Cost New" means the current cost of a reproduction of the Electric Plant or facility with the same or closely similar materials as of a specific date.

K. "Salvage Value" means the value of equipment and materials, less reasonable and necessary costs of removal and storage of said equipment and materials, which can be utilized by the utility at other locations on its electric distribution system or sold to another party. Where the equipment can be used by the utility elsewhere on its electric distribution system, the Salvage Value shall be based on the Original Cost Less Depreciation (OCLD) value of the equipment, less cost of removal and storage of the equipment. Where the equipment is sold to a third party, the Salvage Value shall be based on the dollar amount received on sale of the equipment, less the cost of removal.

L. "Service Area" means the geographic area as described and shown by a map in Exhibit A to this Agreement, where one of the parties to this Agreement has the exclusive right, except as otherwise provided in this Agreement, to provide delivery services to existing or new customers.

M. "Service Area Boundary Line" means the line, located outside the City limits as they exist May 1, 2005 but inside the UGA, more particularly described by the map in Exhibit A.1. and the legal description set forth in Exhibit A.2.

N. "Stranded Facilities" means Electric Plant facilities owned by one utility that are rendered unusable by virtue of the transfer of facilities from that utility to the other utility. The value of Stranded Facilities shall be determined based on the Original Cost Less Depreciation (OCLD) value of the facilities rendered unusable.

O. "Substations" means the facilities that transfer power between the Transmission Lines and Distribution Lines.

P. "Transmission Lines" means lines that are used primarily to transfer power from an outside power supply to the utility's points of delivery or points of integration, or that are used to transfer power between the distribution facilities of the utility, in excess of 34.5 kv that are used for transmission purposes.

Q. "Urban Growth Area" or "UGA" means the urban growth area established from time to time for the City pursuant to the provisions of chapter 36.70A RCW.

R. "Utility Planning" means the development of a plan of electrical service for an area that takes into account the existing Electric Plant and future Development within the area under study, ensures that the electrical services necessary to support development are available on a timely basis, and encourages the coordination and communication of the parties in order to develop consistent and cost-effective programs that avoid duplication of effort.

III. SERVICE AREA.

Each party hereto has the exclusive right to provide electrical service to its Service Area.

IV. TERM.

A. Initial Term And Effective Date. Subject to the provisions for revision as set forth in section V., the term of this Agreement shall commence upon: (i) approval of this Agreement by the Board of Commissioners of Public Utility District No. 1 of Benton County and the City Council of the City of Richland, and (ii) execution of the Agreement by an authorized representative of each utility. The date of the last signature by the authorized representative shall be the Effective Date of the Agreement. The Agreement shall remain in effect for an initial period of twenty-five (25) years from the Effective Date.

B. Automatic Renewal. This Agreement shall be automatically renewed for successive ten (10) year periods after the initial twenty-five (25) year period unless either utility provides notice to the other of its intent to terminate or renegotiate this Agreement upon the conclusion of an initial or successive term. Such notice shall be provided not less than fifteen (15) months and not more than eighteen (18) months prior to the conclusion of any term.

V. REVISIONS AND BOUNDARY CHANGES.

A. Modifications in Writing. The provisions of this Agreement and the exhibits may be amended by mutual agreement of the parties set out in writing.

B. Modifications to Comply with Change of Law. If at any time either party hereto determines that a portion of the Agreement is in conflict with applicable federal or state law, or a substantial change in applicable federal or state law has occurred which materially affects a provision or provisions of this Agreement, both parties agree that they will enter into good faith negotiations, on a timely basis, for purposes of eliminating the conflict and otherwise making the Agreement consistent with such applicable law. If negotiations result in impasse then the dispute resolution provisions in section XI. will apply.

C. Service Provider and Boundary Changes.

1. Neither the expansion of City limits through annexation nor changes in Urban Growth Area boundaries supersede this Agreement or effect a change for purposes of this subsection (V.C.). Exhibit A.1. shows the UGA to the south of the current City limits. During the first ten (10) years of the Agreement existing District customers north of the Service Area Boundary Line will be served by the District; new Development north of the Service Area Boundary Line will be served by the City unless written notice is given to the District to serve them. The District will identify future Stranded Facilities at the time of the request. During a ninety (90) day period prior to the end of this initial ten (10) year period, or during ninety (90) day periods prior to the end of each five (5) year interval following the initial ten (10) year period, the City can give written notice to the District of its

desire to purchase all or a portion of the District's facilities on the north side of the Service Area Boundary Line as shown in Exhibits A.1. and A.2.

2. The City can initiate a ninety (90) day notification of transfer for any existing District customers in the area outside of the City's Service Area described in Exhibit A after the initial ten (10) year period and after annexation by the City. This notification process can be initiated every five (5) year after the initial ten (10) year period; i.e. 2015, 2020 or 2025. For example for existing District customers, if the City annexes property in the twelfth (12) year of this Agreement, notice for transfer would be no earlier the fifteenth (15) year.

3. The City can initiate a ninety (90) day notification of transfer for any new Development outside of the City's Service Area described in Exhibit A at any time after the initial ten (10) year period and after annexation by the City. For example, for new Developments, if the City annexes property in the twelfth (12) year of this Agreement, notice for transfer and actual transfer could occur at the twelfth (12) year.

4. The provisions of section X. of this Agreement shall be followed to implement all transfer and sale of facilities between the utilities under this Agreement including those in this subsection V.C.

VI. RULES REGARDING THE PROVISION OF DELIVERY SERVICE.

A. Application of Utility Planning.

1. Utilities will avoid duplicating the existing delivery services of the other. There will be no extension of Electric Plant for the purpose of otherwise obtaining an advantage under this Agreement. The parties shall to the extent possible apply "Utility Planning" in the design and installation of Electric Plant. Without written agreement between the utilities, neither utility will serve or offer to serve existing or new customers in the Service Area of the other party. Within a Service Area, the serving utility may voluntarily agree that in order to avoid duplication, delivery service to customers may be released to the other utility providing the other utility agrees to serve the load. Any such agreements shall be in writing.

2. The parties agree to meet annually, in the month of April, to discuss plans and designs associated with electrical service in the City of Richland's Urban Growth Area. The intent of these annual meetings is to share planning ideas and designs to minimize duplication of facilities and future Stranded Facilities.

B. Exchange of Information. As of the effective date of this Agreement, the parties will jointly agree to a map of Benton County displaying the existing distribution plant of each utility. On at least an annual basis, the parties will exchange information electronically showing a map of Benton County to show the then existing Distribution Lines of each utility. Either utility will, if requested by the other utility, meet in the field to

locate and identify facilities and to provide information needed to resolve issues regarding delivery service.

C. Remedy. The parties shall follow the application of the dispute resolution process as set forth in section XI. below for any dispute relating to the provision of delivery service.

VII. IMPACT ON PRIOR AGREEMENTS.

This Agreement supercedes any previous agreements between the parties, both written and verbal, that the parties may have entered into under the authority of RCW 54.48.

VIII. FUTURE ACQUISITION, DISPOSITION OR EXCHANGE OF SERVICE TERRITORY AND DISTRIBUTION PLANT.

In order to avoid or minimize duplication of service, or to achieve economic and operational efficiencies, the parties to this Agreement recognize that there may be future Service Areas proposed for each utility. Such Service Areas may involve the sale or exchange of service territory, distribution plant, customers, and financial considerations as defined in section V. The designation of future Service Areas, as mutually agreed by the parties, will amend but not terminate this Agreement.

IX. INITIAL PURCHASE AND SALE OF DISTRICT FACILITIES

A. Within one-hundred and twenty (120) days after the effective date of the Agreement, the District will sell and convey to the City its Electric Plant in the geographical area outlined in Exhibit B for a total purchase price of $3.25 million.

B. The City shall transfer twenty (20) percent, or $650,000.00, of the purchase price set out in subsection IX.A. above immediately on execution of this Agreement to the District via federal wire transfer per instructions provided by the District unless otherwise agreed to by both parties. The City agrees to pay all transaction and other associated sales costs, including sales or use tax if any, using this same method.

C. The City will pay the remaining balance of the purchase price in four (4) equal payments of $650,000.00 on July 1st of each of the subsequent years: 2006, 2007, 2008, and 2009.

D. The District shall deliver to the City a bill of sale and a quit claim deed to any interests in real property for the Electric Plant purchased on an "as is – where is" basis except as set forth in subsection IX.E. below. Exhibit C identifies the Electric Plant that the District will retain after the initial sale set out in this section IX. The District shall also assign the City all easements, permits, or licenses in the area outlined in Exhibit B that it holds for such transferred facilities to the extent such easements, permits, or licenses are assignable.

E. In the event that any of the Electric Plant identified in Exhibit B hereto contains more than 50 parts per million (ppm) of polychlorinated biphenyls, then the District shall retain ownership of any such items and shall provide the City with substitute equipment at the District's cost to the extent such equipment is necessary for the provision of service to the service areas being transferred to the City. The District agrees to defend, fully indemnify and hold entirely free and harmless the City from and against all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims and attorneys' fees) that are imposed on, paid by or asserted against the City on account of the District's violation of any Environmental Law, with respect to the electric equipment that existed prior to the date of transfer of the electric equipment to the City.

F. Each utility will pay its own Reintegration cost for the initial sale set out in this section IX. Both utilities will work together to coordinate transfer of customers in a systematic fashion. Deposits held by the District will be applied to the customer's account or refunded to the customer.

X. FUTURE TRANSFER AND SALE OF FACILITIES.

A. **Process.** The parties agree that the following procedures shall be followed for each transfer and sale of facilities made pursuant to sections V. and VIII. above:

1. The acquiring party shall provide notice to the transferring party of its desire to acquire facilities according to the terms of this Agreement.
2. Each party shall then designate representatives who shall perform the following tasks:
    a. a field inventory, inspection and analysis of the facilities to be transferred and those that will be retained;
    b. an investigation and analysis of whether there will be Stranded Facilities arising out of the transfer of facilities;
    c. an investigation and analysis of available alternatives for connection of the acquiring party's electric system to the service facilities to be transferred, with emphasis on sound engineering practices and cost efficiency, to achieve elimination or minimization of Stranded Facilities; and,
    d. a field inventory, inspection and analysis of the components of any Stranded Facilities which have Salvage Value.
3. In conjunction with the tasks described in subsection X.A.2., the transferring party shall also determine the labor, material and overhead, if any, required to reintegrate its electric system due to the transfer of facilities.
4. In conjunction with the tasks described in subsection X.A.2., the acquiring party shall also determine the necessary procedures to connect the facilities to be transferred with its electric system to provide retail electric service and the impacts thereof.
5. In conjunction with the tasks described in subsection X.A.2., the transferring party shall also determine the Contribution-in-Aid received for the facilities transferring.

6. Based on the information derived from the field work described in subsections X.A.2. and X.A.3., the transferring party shall develop:

a. a Plant Value of the facilities less, if applicable, Contribution-in-Aid; if applicable, Stranded Facilities less Salvage Value and;

b. if applicable, an estimate of reasonable and necessary costs to Reintegrate the transferring party's other facilities.

7. If the parties reach agreement on value of facilities and, if applicable, estimates of costs, all of which are described in subsection X.A.6., the parties shall proceed in accordance with subsections X.B. and X.C. below. If the parties are unable to agree on the amount of payment representing Plant Value for the service facilities to be transferred, or, if applicable, the amount of payment representing Salvage Value of such Stranded Facilities, or, if applicable, the amount of payment representing the reasonable and necessary costs to Reintegrate the transferring party's other facilities, the parties shall proceed in accordance with section XI. below. Both parties agree that if mediation or arbitration is used to resolve valuation issues, sale of such facilities is not mandated; the acquiring party can agree to not buy the facilities.

B. **Method of Payment**. The acquiring party shall pay the agreed upon value before the transfer to the transferring party. Payment shall be made by federal wire transfer or other method agreed to by both parties.

C. **Conveyance**. The transferring party shall deliver to the acquiring party, a Bill of Sale for the facilities purchased, on an "as is – where is" basis. The transferring party shall also assign to the acquiring party all assignable easements, permits, or licenses that it holds for such facilities to the extent such easements, permits and licenses are assignable.

XI. DISPUTE RESOLUTION.

A. **Initial Procedure.** If a dispute arises between the parties with respect to the matters set out in sections V., VI., and X., notification in writing by one party to the other outlining the dispute is required.

B. **Mediation.** If a dispute cannot be resolved within thirty (30) days following the initial notice by one party to the other of such dispute, the parties shall then meet and seek to agree on a mediator, or invoke a process whereby a mediator is appointed for purposes of convening appropriate proceedings in an attempt to settle the dispute.

C. **Mandatory Binding Arbitration for Valuation Disputes.** In the event that procedures set out in subsections XI.A. and XI.B. above do not result in a resolution of a dispute relating to valuation of facilities to be transferred pursuant to section X. of this Agreement, within ninety (90) days, or any mutually agreed extension, following initial notice of the dispute by one party or the other, then the parties shall invoke a procedure for appointment of an arbitrator to establish procedures for and to conduct prompt arbitration of the matter, provided that the costs and fees in connection with such

arbitration shall be equally divided between the parties, unless otherwise ordered affirmatively by such arbitrator, except each party shall bear all costs of its own counsel and expenses related to arbitration or litigation. The parties shall attempt to mutually agree upon the arbitrator. In the event the parties cannot agree, each party shall select an arbitrator and the two arbitrators shall select a third. Any arbitration proceeding pursuant to section XI. shall be held in Benton County, Washington. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in accordance with applicable law in Benton County Superior Court. The arbitrator shall employ American Arbitration Association Commercial Arbitration rules, unless the parties agree otherwise.

D. **Other Remedies Preserved.** Each party retains its rights to all remedies available at law or in equity to enforce any provision of this Agreement except as provided in subsection XI.C. above.

XII. CHOICE OF LAW.

This Agreement shall be interpreted in accordance with the laws of the State of Washington.

XIII. VENUE.

In the event either party commences an action against the other and the action includes allegations relating to or arising out of this Agreement, such action shall be commenced in Benton County Superior Court.

XIV. NO ASSUMPTION OF LIABILITIES.

Except for the obligations imposed by law on each of the parties to provide electric service to their customers within their respective electric Service Areas, as revised by this Agreement, neither party assumes any obligation or liability of the other whether or not arising from, out of or in connection with (a) the transactions contemplated by this Agreement, (b) the operation of electric facilities or provision of electric service or any other events occurring prior to or subsequent to the date of this Agreement or (c) any liability, claim or litigation arising from customer deposits, prepayments, or contracts.

XV. RENEGOTIATIONS AND INTENT.

A. **Renegotiations.** The parties agree that one (1) year in advance of the date of termination of this Agreement, if either party has given notice to terminate or renegotiate pursuant to subsection IV.B. above, they will initiate negotiations toward the execution of a new agreement governing the respective rights and service areas of the parties in future years beyond the term of this Agreement. If renegotiations are not successful within six (6) months, both parties agree that the terms of this Agreement remain in place and effective until resolved per section XI.

B. **Cooperation**. The parties agree to cooperate with each other in carrying out the intentions expressed in this Agreement, and each agrees in good faith to do and perform any and all acts necessary in order that the intent and purposes of this Agreement shall be fulfilled and the needs of the residents of both utilities shall be served. Such cooperation shall include without limitation the City preparing and submitting for County approval updated versions of its planning documents to reflect the parties' respective service areas under this Agreement.

C. **Negotiations**. Regardless of the terms or conditions which may have been discussed during the negotiations leading up to the execution of this Agreement, this Agreement constitutes the entire Agreement between the parties and the only conditions agreed upon are those set forth herein.

XVI. LIMITED SCOPE OF AGREEMENT; CONSTRUCTION.

The District and the City acknowledge that this Agreement has been the result of negotiations considering the risk and cost of litigation among other factors. The terms of the Agreement do not necessarily reflect the positions of the parties as to the appropriate application of the law determining rights and obligations of the parties or compensation and service territory matters and shall not be offered by the District or the City as evidence in any other proceeding related to service territory matters. This Agreement has been drafted by mutual negotiations among the parties. It shall be construed according to the fair intent of the language as a whole, and not for or against any party.

XVII. NOTICES.

Any notice required or permitted hereunder shall be in writing and shall be given by hand or by first class registered or certified mail, and by facsimile and by email.

Notices to the District shall be directed to:
Public Utility District #1 of Benton County
Director of Engineering
P.O. Box 6270
Kennewick, WA 99336

Notices to the City shall be directed to:
City of Richland
Director of Energy Services
P.O. Box 190,
Richland, WA 99352

XVIII. BINDING AND INTEGRATED NATURE OF AGREEMENT; NO THIRD PARTY BENEFICIARY.

This Agreement shall be binding upon the parties hereto, their successors and assigns. This Agreement shall constitute and contain the entire agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or corporation other than the parties hereto any rights, remedy or claim under or by reason of this Agreement or any provision or conditions hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding only upon the parties hereto and their respective representatives, successors, and assigns.

XIX. RELEASE OF CLAIMS.

Each party hereby releases and waives any claims it may have against the other arising out of the subject matter of this Agreement or arising out of the parties' respective claims to serve customers in the City and in the vicinity of the City.

XX. WAIVER OF TERMS.

Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of any other terms or conditions hereof. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) provided below.

CITY OF RICHLAND

By: John C. Darrington, City Manager

Date: 5/18/05

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY

By: James Sanders, General Manager

Date: 5/24/05

MAP
ATTACHMENTS
ARE FILED
WITH THE
ORIGINAL
CONTRACT

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 18-17, Authorizing a Mutual Assistance Agreement with the Bonneville Power Administration

Department:	Ordinance/Resolution Number:	Document Type:
Energy Services	18-17	Resolution

Recommended Motion:
Adopt Resolution No. 18-17, authorizing the City Manager to sign and execute a Mutual Assistance Agreement with Bonneville Power Administration.

Summary:
The City of Richland (City) and Bonneville Power Administration (BPA) entered into two previous agreements in order to allow for mutual assistance should the need arise. One is a Reciprocal Operating and Emergency Repair Agreement, executed on January 24, 2008 (BPA Contract No. 14-03-47909). The City and BPA also entered into a Interutility Cooperative Assistance/Mutual Aid Agreement, executed on December 17, 2007.

In order to uniformly administer future mutual aid opportunities with all its customers, BPA has developed a standardized template for such agreements. BPA now wishes to terminate the aforesaid agreements with the City and replace them with one Mutual Assistance Agreement, BPA Contract 16TX-16315, using this new standardized template.

City staff has reviewed the agreement proposed by BPA and found it acceptable for replacement of the historical mutual aid agreements with BPA. City staff recommends approval of Resolution No. 18-17 authorizing the City Manager to sign and execute this Mutual Assistance Agreement with BPA.

Fiscal Impact: None.

Attachments:
1. Proposed Resolution No. 18-17
2. Proposed BPA Agreement

RESOLUTION NO. 18-17

A RESOLUTION of the City of Richland authorizing a mutual assistance agreement with Bonneville Power Administration.

WHEREAS, the City of Richland (City) and Bonneville Power Administration (BPA) entered into a Reciprocal Operating and Emergency Repair Agreement, executed on January 24, 2008 (BPA Contract No. 14-03-47909); and

WHEREAS, the City and BPA entered into a Interutility Cooperative Assistance/Mutual Aid Agreement, executed on December 17, 2007; and

WHEREAS, in order to uniformly administer future mutual aid opportunities, BPA has developed a standardized template for such agreements; and

WHEREAS, BPA wishes to terminate the aforesaid agreements with the City and replace them with one Mutual Assistance Agreement using the new BPA standardized agreement template; and

WHEREAS, City staff has reviewed the content of the BPA proposed Mutual Assistance Agreement and finds it acceptable and to contain the same conditions related to mutual assistance as have been previously administered through the historical agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Council authorizes the City Manager to sign and execute a Mutual Assistance Agreement with BPA.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

Contract No. 16TX-16315

MUTUAL ASSISTANCE AGREEMENT

executed by the

UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

CITY OF RICHLAND, WASHINGTON

This MUTUAL ASSISTANCE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA) and CITY OF RICHLAND, WASHINGTON (Richland). BPA and Richland may participate in this Agreement as either "Assisting Party" or "Requesting Party" as the situation requires. BPA and Richland may be referred to individually as "Party" and collectively as "Parties." This Agreement terminates and replaces in its entirety the prior Reciprocal Operating and Emergency Repair Agreement, Contract No. 14-03-47909 and the Interutility Cooperative Assistance/Mutual Aid Agreement executed January 24, 2008 (BPA) and December 17, 2007 (Richland).

RECITALS

Whereas, the Parties recognize that assistance may be desired when electric service has been disrupted by acts of the elements, equipment malfunctions, accidents or any other occurrence where the Parties deem assistance to be necessary or advisable;

Whereas, it is in the mutual interest of the Parties to be prepared to provide or receive assistance for emergency repair and restoration to such electric service and facilities; and

Whereas, the Parties recognize that, in the case of electric service interruption, one Party can provide valuable assistance to the other Party in the form of personnel, equipment and/or materials, and other technical assistance. The purpose of this Agreement is to provide the procedures under which one Party may request and receive assistance from the other Party.

The Parties therefore agree as follows:

1. DEFINITIONS

When used in this Agreement, the following terms have the meaning shown below:

(a) "Assistance" means the actions taken by the Assisting Party, including during Mobilization, to provide personnel, materials, equipment, supplies and/or tools to the Requesting Party in order to expedite restoration of electrical service that has been disrupted by acts of the elements, equipment malfunctions, accidents or any other emergencies. Assistance does not include routine maintenance or work stoppages.

(b) "Assistance Period" means the period of time that starts when the Assisting Party has mobilized and dispatched resources to the Requesting Party and shall be deemed to have terminated when Demobilization is complete.

(c) "Demobilization" means the actual return of all of the Assisting Party's mobilized resources to the Assisting Party's normal base.

(d) "Mobilization" means the planning, collecting, assigning, preparing and transporting of all assistance personnel, materials, equipment, supplies and/or tools. Mobilization also includes any pre-engineering work necessary to provide Assistance. Mobilization may start in advance of execution of the Reimbursable Agreement.

(e) "Reimbursable Agreement" means a separate agreement whereby the Assisting Party agrees to provide Assistance to the Requesting Party, and the Requesting Party agrees to pay the Assisting Party's expenses incurred while providing Assistance.

(f) "Assisting Party" means the Party that is asked to provide Assistance.

(g) "Requesting Party" means the Party that is requesting Assistance.

2. TERM OF AGREEMENT

This Agreement will be effective at 0000 hours on the date that this Agreement has been signed by the Parties (Effective Date), and shall terminate on the earlier of: (1) 90 days written notice of either Party, or (2) 30 years after the Effective Date.

3. EXHIBITS

Exhibit A, Notices, is incorporated into and made part of this Agreement.

4. NO OBLIGATION TO REQUEST OR PROVIDE ASSISTANCE

Nothing in this Agreement shall be construed to create an enforceable legal obligation to provide or receive Assistance. The Assisting Party has the right to refuse, in its sole discretion, to provide Assistance, or to discontinue providing Assistance with notice to the Requesting Party, and shall not be liable for any damage or consequences resulting from any refusal, failure or delay in providing Assistance. The Requesting Party shall be liable for all costs incurred by the Assisting Party up to the point of the Assisting Party no longer provides Assistance. All costs incurred by the Assisting Party will be resolved in accordance with Section 5(e) of this Agreement.

5. REQUESTING AND PROVIDING ASSISTANCE

(a) In the event of an emergency affecting the generation, transmission or distribution services and/or related facilities owned or controlled by a Party, the Requesting Party may request the Assisting Party to provide Assistance by contacting the appropriate representative listed in Exhibit A.

(b) The Requesting Party shall provide the Assisting Party with a general description of the damage sustained, including location of the damages, and the Assistance desired.

(c) The Assisting Party shall, in its sole discretion, determine if it will provide Assistance, including the extent and limitations of Assistance.

(d) If the Assisting Party determines it can provide Assistance, the Assisting Party shall document in an email or letter to the Requesting Party of the Assistance it will provide, including equipment, materials, supplies, number of personnel by job function and an estimate of the Assistance Period. Before Mobilization can occur, the Requesting Party shall confirm in an email or letter to the Assisting Party that it will accept the Assistance.

By accepting Assistance, the Requesting Party agrees to pay all costs that the Assisting Party incurs to provide Assistance, including applicable overheads, from the period when Mobilization begins through the term of the Reimbursable Agreement executed by the Parties pursuant to section 5(e) below or Demobilization. The Requesting Party shall also pay the costs for any materials that are used to provide Assistance that the Assisting Party determines it cannot re-use. The Assisting Party will determine the costs for such materials by either determining the cost to replace the materials, including applicable overheads, or, if the Assisting Party chooses to not replace the materials, the current value of the materials, including applicable overheads.

The Assisting Party shall specify all costs it incurs to provide Assistance in an invoice that it will send to the Requesting Party, and the Requesting Party shall pay the Assisting Party consistent with the instructions on the invoice.

(e) A Reimbursable Agreement shall be executed by the Parties as soon as possible after the agreement to proceed with Mobilization. Before a Reimbursable Agreement is executed, the Assisting Party may provide Assistance to the Requesting Party under this Agreement. Cost of Assistance provided under this Agreement prior to the Reimbursable Agreement will be reflected in the Reimbursable Agreement. After the Reimbursable Agreement is executed, the Reimbursable Agreement shall provide the terms and conditions under which Assistance is provided and will supersede this Agreement for the Assistance Period; provided, however, that the Reimbursable Agreement will not relieve the Requesting Party of its obligation to pay the Assisting Party for all costs it incurs providing Assistance under this Agreement.

6. SCOPE OF ASSISTANCE

(a) All costs associated with the furnishing of Assistance shall be the responsibility of the Requesting Party and are deemed to have commenced upon Mobilization by the Assisting Party.

(b) The Assisting Party and Requesting Party shall coordinate the preparation of Mobilization and Demobilization.

(c) Wages, hours and other terms and conditions of employment applicable to personnel provided by the Assisting Party shall continue to be those of the Assisting Party.

(d) If the Assisting Party provides a crew or crews, it shall assign supervisory personnel as deemed necessary by the Assisting Party, who shall be directly in charge of the crew or crews providing Assistance.

(e) All time sheets, equipment and work records pertaining to personnel, material, vehicles, equipment, supplies and/or tools provided by the Assisting Party shall be kept by the Assisting Party for billing and auditing purposes as provided in this Agreement.

(f) No Party shall be deemed the employee, agent, representative, partner or the coventurer of another Party or the other Parties in the performance of activities undertaken pursuant to this Agreement.

(g) The Parties shall, in good faith, attempt to resolve any differences in work rules and other requirements affecting the performance of the Parties' obligations pursuant to this Agreement.

7. OPERATION OF FACILITIES

(a) **Dispatch Jurisdiction**
Dispatch jurisdiction and switching authority will not change during the period Assistance is provided, except that in emergency situations when life or property is endangered, any Party may de-energize lines or equipment and perform such switching as necessary according to its best judgment. The jurisdictional dispatcher must be notified and involved as soon as practical. The Parties will continue to follow all instructions issued by the jurisdictional dispatcher.

(b) **Safety Standards and Work Procedures**
The Assisting Party shall follow the Requesting Party's and jurisdictional dispatcher's safety standards and work practices when providing Assistance. However, the Assisting Party shall have the right to stop work if it has concerns regarding safety.

8. ACCESS

The Requesting Party shall grant access to the Assisting Party in accordance with the Requesting Party's safety and security requirements. Access and escort by the Requesting Party shall be sufficient to allow the Assisting Party to provide Assistance.

9. LIABILITY

Within the limitations of applicable law, each Party assumes all liability for injury or damage to person or property from the intentional actions or negligence of its own employees and agents. Notwithstanding the preceding sentence, neither Party shall be liable to the other Party hereto for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement, whether or not arising from such Party's sole, joint or concurrent negligence and whether or not such Party has been advised of the possibility of such damages.

10. STANDARD PROVISIONS

(a) **Amendments**
Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**
This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld.

(c) **Choice of Law**

This Agreement shall be interpreted, construed and enforced in accordance with Federal law.

(d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(e) **Freedom of Information Act (FOIA)**

Either Party may release information provided by the other to comply with the Freedom of Information Act (FOIA), the Washington State Public Records Act (PRA) or if required by any other Federal or State law, or court order. Upon such a request, the disclosing Party's sole obligations shall be to: (1) notify the non-disclosing Party of the records request; and (2) refrain from disclosing such records for a period of up to no less than 20 business days to allow the non-disclosing Party an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The disclosing Party will not withhold requested records beyond the 20 business days unless it may do so based on good faith reliance upon an exception to disclosure under the FOIA or the PRA, or upon a valid court order prohibiting release. Determination of whether an exception to disclosure under the FOIA or PRA is available to prevent release shall be made in the disclosing Party's sole discretion. The disclosing Party may, but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. The disclosing Party shall not be liable to the non-disclosing Party for any loss, cost or expense relating to the disclosure of requested records if the non-disclosing Party fails to obtain legal protection against disclosure and the disclosing Party releases the records in good faith.

For information that either Party identifies in writing as proprietary, the other Party will limit the use and dissemination of that information within the organization to employees who need the information for purposes of this Agreement.

(f) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

(1) strikes or work stoppage;

(2) floods, earthquakes, or other natural disasters; terrorist acts; and

(3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices.

(h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

11. SIGNATURES

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The Parties have executed this Agreement as of the last date indicated below.

CITY OF RICHLAND, WASHINGTON	UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration
By: _____	By: ERIC CARTER Digitally signed by ERIC CARTER DN: c=US, o=U.S. Government, ou=Department of Energy, cn=ERIC CARTER, 0.9.2342.19200300.100.1.1=89001000581950 Date: 2017.01.24 14:28:44 -08'00'
Title: _____	Title: Senior Transmission Account Executive

If opting out of the electronic signature:

By: _____

Name: _____
(Print/Type)

Title: _____

Date: _____

EXHIBIT A
NOTICES

1. REQUESTS FOR ASSISTANCE AND NOTICES OF AN OPERATING NATURE
Any notice, request, or demand of an operating nature by the Transmission Provider or the Transmission Customer shall be made either orally or in writing by First Class mail or by facsimile.

If to Richland:

City of Richland, Washington
804 Northgate Drive
Richland, WA 99352
Attention: Robert Hammond
Title: Director of Energy Services
Phone: (509) 942-7403
Fax: (509) 942-7405
E-mail: rhammond@ci.richland.wa.us

If to BPA:

(a) **To request Assistance of personnel, material, equipment, supplies and/or tools, contact the BPA representative in the order listed below:**

(1) District Manager: (509) 544-4701

(2) Dispatch with Primary Jurisdiction for the Customer:

Munro Dispatch:
Phone: (509) 465-1820
or (509) 465-0315
Fax: (509) 466-2444

(3) Dispatch with Alternate Jurisdiction:

Dittmer Dispatch:
Phone: (360) 418-2281
or (360) 418-2280
Fax: (360) 418-2938

(4) Chief Substation Operator: (509) 544-4701

(5) Transmission Customer Service Engineer: (509) 822-4605

(6) Transmission Account Executive: (360) 607-8411 or (360) 619-6005

(b) **To request Assistance for materials-only, contact the BPA Representative in the order listed below:**

(1) BPA Logistics Services Foreman: (360) 907-4217

(2) Traffic Management Specialist: (360) 518-0784

2. ADMINISTRATIVE CONTACTS

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 1 above), shall be in writing and shall be deemed to have been received if delivered in person, by First Class mail, by facsimile or sent by overnight delivery service.

If to Richland:

City of Richland, Washington
840 Northgate Drive
Richland, WA 99352
Attention: Robert Hammond
Title: Director of Energy Services
Phone: (509) 942-7403
Fax: (509) 942-7405
E-mail:rhammond@ci.richland.wa.us

If to BPA:
To request a Reimbursable Agreement

Attention: Transmission Account Executive for City of Richland, Washington – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940

If by First Class Mail:
Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

If by Overnight Delivery Service:
Bonneville Power Administration – TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

3. CHANGES IN NOTICES

If either Party changes its contact(s), that Party shall notify the other Party by voice phone, facsimile transmission, or other means immediately. The Party making the change shall send written notice of the change to the other Party within 3 business days. BPA shall revise this Exhibit upon such notice.

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 21-17, Authorizing Execution of Purchase and Sale Agreement with SP/LLU Riverpointe LLC for Duportail Bridge Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	21-17	Resolution

Recommended Motion:
Adopt Resolution No. 21-17, authorizing execution of a purchase and sale agreement, and other necessary documents, to acquire property from SP/LLU Riverpointe LLC for the Duportail Bridge project.

Summary:
The Duportail Bridge project is the City's highest priority transportation system improvement. When completed, the Duportail Bridge will provide many benefits to the community including more efficient vehicular travel, improved emergency response times, improved access for transit, bicycles and pedestrians, improved access to the Chamna open space, and economic development.

City staff have initiated right-of-way acquisition procedures for the project that are guided by State and Federal regulations, including offers that are based on fair-market value appraisals.

The proposed Purchase and Sale Agreement with SP/LLU Riverpointe LLC (Riverpointe Apartments) includes purchasing approximately 871 square feet of land in fee, including improvements, and approximately 1,307 square feet of temporary construction easement. The total purchase price is $7,700.

Staff recommends approval of this agreement.

Fiscal Impact:	The total cost of the property acquisition is estimated to be $7,700 plus closing costs. These costs were anticipated in the project budget and funding is available to complete this acquisition. There is currently $567,724.45 available in the Duportail Bridge project budget.

Attachments:
1. Res. No. 21-17 Riverpointe PSA
2. Purchase and Sale Agreement - Riverpoint

RESOLUTION NO. 21-17

A RESOLUTION of the City of Richland authorizing the acquisition of real property interests from SP/LLU Riverpoint, LLC by negotiated voluntary purchase for the purpose of constructing the Duportail Bridge project.

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

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

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

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

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

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

WHEREAS, SP/LLU Riverpoint, LLC (Riverpointe Apartments) has property affected by the Duportail Bridge project in the form of land-in-fee and temporary construction easement and has agreed to terms allowing the City to acquire the necessary portion of property rights required for this project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute the purchase and sale agreement and all other documents necessary to complete the purchase of the required portion of the SP/LLU Riverpoint, LLC property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **SP/LLU RIVERPOINTE LLC**, a Delaware limited liability company ("Seller").

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

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

***See* Exhibit A and Exhibit B**

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

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

1.4. Timing of Conveyance.

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

1.4.2 The Temporary Construction Easement described in **Exhibit B** shall be conveyed to Purchaser at the time of payment by means of a Temporary Construction Easement Deed delivered to Purchaser at closing. The parties agree that the Temporary Construction Easement shall not be recorded.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property interests described herein the sum of seven thousand seven hundred dollars and no cents ($7,700), which is a rounded total that includes four thousand three hundred twenty-two dollars and no cents ($4,322) for land in fee; one hundred twenty-five dollars and no cents ($125) for improvements; and three thousand two hundred forty-one dollars and no cents ($3,241) for a temporary construction easement.

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

3.1. Executed Contract. The "Executed Contract Date" is the date upon which

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

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

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

3.4. Mortgage/Financial Institution. The closing of this transaction is contingent upon approval of this Agreement and the transactions contemplated hereby by the Seller's mortgage company/financial institution holding a lien on the property, and any other approvals required under the Seller's Deed of Trust.

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

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

4.1. Closing Costs. Purchaser shall pay all attorney's fees (including but not

limited to the reasonable attorney's fees of Seller's counsel and any reasonable attorney's fees charged to Seller by its lender related to the review of this Agreement and the transactions contemplated hereby), recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance.

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

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

6. Covenants, Representations and Warranties.

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

6.1.1. From the date of this Agreement through the closing date, the Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining specifically to the Property without the Purchaser's prior written consent; provided, however, that Seller may obtain licenses and permits and/or enter into leases, agreements and service contracts with respect to the property adjacent to the Property so long as Seller will retain such licenses, permits, leases, agreements and service contracts following Closing and Purchaser shall have no rights or obligations thereunder.

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

6.1.3. Seller shall use commercially reasonable efforts to remove all disapproved exceptions within the preliminary title report; provided, however, that Seller shall not be required to spend any material sum to have such exception removed (including but not limited to the costs of any endorsement coverage) other than the payment when due of sums due to parties who have the right to file mechanics' or materialmans' liens against the Property.

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

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

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

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

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

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

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

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

6.2.7. Seller is a Delaware limited liability company owning fee title to the Property.

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

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

Agreement and such other documents have been, or will be, taken.

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

6.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 6 of this Agreement shall survive the delivery and recording of the Deed from the Seller to the Purchaser for a period of three (3) months from Closing. In no event shall the total liability of Seller to Purchaser for all breaches of all Seller provisions surviving Closing exceed an amount equal to three quarters of one percent (0.75%) of the portion of the purchase price allocated to the purchase of the land in fee.

7. Casualty and Condemnation.

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

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

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

9. Miscellaneous.

9.1. Finder's Fee. Purchaser and Seller each agree that a real estate finder's fee ("Real Estate Compensation") is not due to each other or to any third party. Each

party hereby agrees to indemnify and defend the other against and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorney's fees, resulting from any claims for Real Estate Compensation by any person or entity other than provided herein. The provisions of this section shall survive the closing.

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

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

TO SELLER:
SP/LLU Riverpointe LLC
Attn: Asset Manager
701 Fifth Avenue
Suite 5700
Seattle, WA 98104
Phone: (206) 628-8024
Email: JasonM@secprop.com

TO PURCHASER:
City of Richland
Attn: Mr. Jeff Peters
505 Swift Blvd.
Richland, WA 99352
Phone: (509) 942-7500
Fax: (509) 942-7468
Email: jpeters@ci.richland.wa.us

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

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

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

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

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

9.8. Construction. The parties acknowledge that each party and its counsel

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

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

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

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

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

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

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

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

[*Signature page to follow*]

SP/LLU RIVERPOINTE LLC - SELLER		**CITY OF RICHLAND - PURCHASER**	
By: Its:	Date	By: Cynthia D. Reents, ICMA-CM Richland City Manager	Date
		Marcia Hopkins, City Clerk	
Approved by Legal Counsel:		Approved as to Form:	
By:		Heather Kintzley, City Attorney	

Exhibit A

Legal Description of Subject Property

Land in Fee

That portion of Parcel Two as shown on Record Survey No. 1405 dated March, 1991 (Records of Benton County, Washington) located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at a Brass Cap monumenting the centerline intersection of Duportail Street and Riverstone Drive from which a Brass Cap monumenting the centerline intersection of Duportail Street and Cottonwood Drive (West of Duportail Street) bears North 38°05’12” East, 652.77 feet;

Thence along the centerline of Duportail Road South 38°05’12” West, 60.01 feet;

Thence leaving said centerline North 51°54’48” West, 50.00 feet to a point on the existing Westerly right-of-way of Duportail Street and the POINT OF BEGINNING.

Thence along said existing Westerly right-of-way the following (2) courses and distances:

South 38°15’16” West, 69.31 feet;

South 38°17’29” West, 111.47 feet;

Thence leaving said existing Westerly right-of-way North 51°42’31” West, 5.00 feet;

Thence North 38°17’29” East, 168.24 feet;

Thence North 38°05’12” East, 17.54 feet to the Southerly right-of-way of Riverstone Drive;

Thence along said Southerly right-of-way South 06°51’45” East, 7.08 feet to the POINT OF BEGINNING.

Containing 0.02 acres, more or

less. TOGETHER WITH

A parcel of land located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

Commencing at Corp. of Engineers monument U-5 as shown on Amended Map of Record for the McNary Lock and Dam Project Boundary, recorded in Book 1 of Surveys, Page 2316, (Records of Benton County, Washington) from which Corp. of Engineers monument U-4 bears North 70°55’36” West, 761.69 feet;

Thence along the McNary Lock and Dam Project Boundary South 54°58’11” East, 92.06 feet to THE POINT OF BEGINNING.

Thence leaving said Project Boundary North 81°39'39" East, 26.46 feet to a point on the existing Westerly right-of-way of Duportail Street;

Thence along said Westerly boundary South 48°10'35" West, 18.66 feet to the SAID McNary Lock and Dam Project Boundary;

Thence along said Project boundary North 54°58’11" West, 14.99 feet to the POINT OF BEGINNING.

Containing 136.18 SQ. Ft., more or less.

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

Exhibit B

Legal Description - Temporary Construction Easement

A temporary easement for roadway construction located in the Northwest 1/4 of Section 15, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and more particularly described as follows:

BEGINNING at Corp. of Engineers monument U-5 as shown on Amended Map of Record for the McNary Lock and Dam Project Boundary, recorded in Book 1 of Surveys, Page 2316, (Records of Benton County, Washington) from which Corp. of Engineers monument U-4 bears North 70°55’36” West, 761.69 feet;

Thence along the McNary Lock and Dam Project Boundary North 70°55’36” West, 91.33 feet to the West line of the Northwest 1/4 of said Section 15;

Thence leaving said Project Boundary along said West line North 00°36'01" West, 2.60 feet;

Thence leaving said West line South 70°58'51" East, 54.68 feet;

Thence 93.33 feet along the arc of a curve to the right having a radius of 332.88 feet, a delta of 16°03’53” and a long chord that bears South 62°56’54” East a chord distance of 93.03 feet;

Thence South 54°58’11” East, 41.04

feet; Thence North 71°51’56” East, 25.95

feet; Thence North 41°58’40” East, 95.55

feet;

Thence South 50°45’50” East, 4.05 feet to the existing Westerly right-of-way of Duportail Street;

Thence along said Westerly right-of-way the following (2) courses and distances:

South 38°17’29” West, 43.12

feet; South 48°10’35” West,

60.68 feet;

Thence leaving said Westerly right-of-way South 81°39’39" West, 26.46

feet;

Thence North 54°58’11” West, 92.06 feet to the POINT OF BEGINNING. Containing 0.03 acres, more or less.

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

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 6 - Community Amenities

Subject:
Resolution No. 22-17, Authorizing the Award of Art Partnership Grants (Rivers of Ink & Savvio LLC)

Department:	Ordinance/Resolution Number:	Document Type:
Parks & Public Facilities	22-17	Resolution

Recommended Motion:
Adopt Resolution No. 22-17, Authorizing the Award of Art Partnership Grants.

Summary:

The City initiated a trial Art Partnership Grant Program modeled after the existing and successful Park Partnership Program where private funds match City funds one-to-one. Staff sought solicitation of applications based on written standards and expectations, and the City's Arts Commission entertained applicant presentations and recommends that grants be awarded as follows:

$3,000 to Joseph Rastovich (artist), Savvio LLC, for a phase of the Hanford Reach Solar System Project along portions of the Richland Riverfront Trail from the Reach Museum at Columbia Park West to the Port of Benton's Triton Sail Park.

$1,000 to Rivers of Ink for the 9th Annual Writer's Conference at the Richland Public Library.

Staff recommends approval.

Fiscal Impact:	$4,000 from the City's public art budget will match another $4,000 of private cash and volunteer efforts for two (2) public art projects. Adequate funding is available in the City's public art budget.

Attachments:
1. Resolution 22-17
2. Rivers of Ink Writer's Convention at RPL Application
3. Joseph Rastovich Savvio LLC Solar System Application

RESOLUTION NO. 22-17

A RESOLUTION of the City of Richland authorizing award of Art Partnership grant funds.

WHEREAS, the City of Richland initiated a trial Art Partnership grant program modeled after the existing Park Partnership grant program; and

WHEREAS, staff administered a solicitation of applications based on written standards and expectations; and

WHEREAS, private funds will be equally matched with available City public art funds; and

WHEREAS, the Richland Arts Commission entertained applicant presentations and recommends grants be awarded as follows:

1. $3,000 to Joseph Rastovich (Artist), Savvio LLC, for a Hanford Reach Solar System Project (HRSS) along portions of the Richland Riverfront Trail from the Reach Museum at Columbia Park West to the Port of Benton's Triton Sail Park; and

2. $1,000 to Rivers of Ink for the 9th Annual Writer's Conference at the Richland Public Library.

WHEREAS, adequate funding is available in the City's public art budget to support these funding recommendations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Council authorizes Art Partnership grant funding be awarded as recommended by the Richland Arts Commission and described above.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

City of Richland
Parks and Public Facilities Department

Art Partnership Program 2016
Application

Project Information

Location: Richland, WA

Project Location: Rivers Of Ink Writer's Convention at Richland Public Library

Brief Description of Project:

Rivers Of Ink (ROI) 2017 will be the 9th annual writer's conference -- the only one in the Mid-Columbia region. It brings award-winning published authors, agents, editors, publishers and interested local writers together for a weekend in Richland, benefitting local businesses with trade and encouraging exploration in the literary arts. The highlight of the conference is a community writing contest, awarding 1st, 2nd, and 3rd place prizes. Rivers of Ink has been active since 2008 recognizing local emerging talent and promoting literary arts here in Richland, WA.

Contact Person

Name: Jennifer Churchill
Organization Representing: River Of Ink, part of the Arts Foundation of Mid-Columbia

Contact Address: 1536 Sacajawea Ave

City/State/ZIP: Richland, WA 99352
Home Phone: 509-619-0706 Work Phone: 509-373-9169

Cell Phone: 509-563-2236 E-mail: jenniferchurchill@outlook.com

Project Cost

Amount from City: $ 4,000

Cash Amount from Applicant: $ 3,362.50

"In-Kind" Amount from Applicant: $ 662.70

Cash from Other Sources: $ 0

Total Project Cost: $ 8,025.20

Return Completed Application to:

City of Richland
Parks and Recreation Department
500 Amon Park Drive Richland, Washington
99352

DUE DATE: 4:00 pm, October 14, 2016

City of Richland
Parks and Public Facilities Department

Art Partnership Program Application

Work Plan

Steps	Responsible Party	Completion Date
Nominate/invite keynote speakers	ROI Committee	Already completed for 2017
Open call for presentations for 2017	ROI Committee	October 17, 2016
Presentation application deadline	ROI Committee	November 30, 2016
Open "Leap of Faith" registration	ROI Committee	December 1, 2016
Create press kit	ROI Committee	December 1, 2016
Open call for writing contest submissions	ROI Committee	December 1, 2016
Secure contest judges	ROI Committee	February 28, 2017
Select presenters and finalize schedule	ROI Committee	March 31, 2017
Writing contest deadline closes	ROI Committee	May 30, 2017
Select contest finalists	ROI Committee	July 31, 2017
Event set-up	ROI Committee	October 5, 2017
Conference	ROI Committee	October 6-7, 2017
Event clean-up	ROI Committee	October 7, 2017
Closeout of financials	ROI Chairman and AFMC Treasurer	October 21, 2017

City of Richland
Parks and Public Facilities Department

Art Partnership Program Application
Budget Plan

	Total Cost	Applicant "In Kind"	Applicant Cash	City's Cash Match
1. Personnel				
110 hours volunteer labor @ $11.82/hr	$1300.20	$662.70		$637.50
2 Keynotes honorariums (@$500 ea)	$1000		$500	$500
16 Speakers honorariums (@$125 ea)	$2000		$1000	$1000
2 Keynotes travel & lodging	$1450		$725	$725
Sub Total	**$5,750.20**	**$662.70**	**$2,225**	**$2,862.50**
2. Supplies/ Equipment Materials				
100 Lunches (50 per day @$10ea, 2 days)	$1000		$500	$500
Meet & Greet event	$400		$200	$200
Writing contest prizes	$175		$87.50	$87.50
Programs printing & misc. supplies for nametags	$200		$100	$100
Sub Total	**$1,775**		**$887.50**	**$887.50**
3. Professional Services				
Publicity (press kit, posters, advertising)	$500		$250	$250
Sub Total	**$500**		**$250**	**$250**

PROJECT TOTAL	**$8,025.20**	**$662.70**	**$3,362.50**	**$4,000**

CITY OF RICHLAND

PARKS AND PUBLIC FACILITIES DEPARTMENT

2016 Richland Arts Commission Partnership Program Application

Applicant: JOSEPH RASTOVICH (ARTIST)
SAVVIO LLC

Contributors: Trevor MacDuff
William Peintinger

APPLICATION CONTENT:

Application: 7 Pages
Attachment: 1 Page

December 1, 2016

City of Richland
Parks and Public Facilities Department

2016 Richland Arts Commission Partnership Program Application

Introduction:

The City of Richland will designate up to $4,000 total for 2016 to provide matching fund grants to encourage and support art in Richland. This designation is a one-year pilot to evaluate the benefit of an Art Partnership Program.

Goals:

- To enhance the city's quality of life, character and image through art
- To explore enhancing city programs, activities and amenities through art
- To leverage city resources to expand local art opportunities

Program Guidelines:

Eligible Applicants:

Applications will be accepted from visual, performing, literary, and media artists.

Non-Profit [501(c)3] arts organizations, service and civic groups are also invited to apply.

Project Time Line:

Application Due Dates: Applications must be submitted by 4:00 pm on Friday October 14, 2016. Applications shall be submitted to the Parks and Recreation Department, 500 Amon Park Drive, Richland, WA 99352.

Award Decisions: Award decisions will be announced within sixty (60) working days of application deadlines. Successful applicants will be expected to sign a contract outlining the specific conditions and budget of their project.

Project Time Limit: All projects must be completed within twelve (12) months of award.

Excess Monies: A second call for applications will be made in the spring of 2017 if there are unused funds remain in the program after the initial disbursement.

Project Evaluation:

Written applications will be reviewed by the Director of Parks and Facilities or his/her designee to determine eligibility. Projects which fall within program guidelines will be forwarded to the Richland Arts Commission for review, Applicants will be asked to schedule an oral presentation to the Commission before the final awards are announced. A second brief presentation to the Commission will be required upon completion of the project.

Those applications that support the attached Richland Arts Commission (RAC) goals will be considered as a higher priority to receive funding. Applications that do not support these goals will be accepted and considered for funding on a lower priority basis. Arts Commission will forward to City Council for approval.

Project Eligibility:

1. Installation must be located on publicly-owned property, within Richland city limits to be eligible. A performance must be at a City of Richland facility.

2. Projects should be in conformance with the 2016 Richland Arts Commission Work Plan (attached).

3. Art Partnership Program applicants are required to provide a minimum 50% for each dollar requested. Match may consist of cash, donated labor, donated materials, use of construction equipment or architectural/landscape design services.

    a. Volunteer labor is valued at $11.82 per hour.
    b. Equipment donations will be credited at fair market value.
    c. Donated professional services will be accepted at fair market value.

Applicant Responsibilities:

Applicants will be required to present their proposals to the Richland Arts Commission (RAC). Presentations are limited to five minutes and must address the following subject matter:

1. Please explain the public benefits of the project.

2. Please explain how this request supports the RAC 2016 goals, as expressed in the work plan.

3. Give an overview of the project's design and budget.

4. If applicable, please address each of the following:

    a. How will the project be maintained?
    b. Does the project have demonstrated support from neighborhood and stakeholder groups?
    c. Is the project in an appropriate location with respect to neighborhood impact, access environmental impact and proximity to potential facility users?

Applications will be disqualified if the applicant or a designated representative fails to present the proposal orally to the RAC.

Prior to the disbursement of funds, awardees will complete the Final Work Plan, Budget Plan and Match Pledge sheets and submit them to the City. When the project is complete, or at the end of the award year, awardees will be required to make an oral report to the Art Commission at a mutually convenient time.

Application Instructions:

Project Applications: Applications can be obtained at the Parks and Recreation Department, 500 Amon Park Drive. Please call 942-7533 to have an application mailed or e-mailed. Application packets contain:

Application Form: This form describes the project location, a brief description, contact person information and project costs.

Draft Work Plan. List in chronological order, the specific steps you will take to complete this project. Next to each step identify who will be responsible for the activity and the estimated completion date.

Draft Budget Plan: List each resource needed to complete your project. Include quantity as well. Calculate the total cost for each resource (include tax). Next, breakdown the total cost of each resource by how much is applicant "in-kind", applicant cash, and how much of the City's match (if any) you will spend on this item.

Draft Match Pledge: This form is provided to help solicit and gather match pledges. Applicant match can be pledged or secured at the time of application. Pledged means that the donor has made a verbal promise to provide the match item; secured means that the donor has signed the application's Match Pledged / Secured Form to confirm the commitment.

Staff Consultation: Staff consultation is available to applicants prior to submission of application.

City of Richland
Parks and Public Facilities Department

Art Partnership Program 2016
Application

Project Information

Location: ***CITY OF RICHLAND***
Project Location: ***ALONG RIVERFRONT TRAIL FROM REACH CAMPUS AT COLUMBIA PARK WEST TO PORT OF BENTON HEADQUARTERS AT THE SUB-SAIL PARK***
Brief Description of Project: ***HANFORD REACH SOLAR SYSTEM PROJECT(HRSS PROJECT) THE TWIN 40FT ARCHES NOW COMPLETED AT THE REACH CAMPUS (SYMBOLIZING OUR SUN) IS THE STARTING POINT FOR THE HRSS PROJECT THAT IS DESIGNED TO DISPLAY PLANET MARKERS AT THEIR SCALED ORBITS AROUND THE SUN. THE TOTAL PROJECT ENTAILS THE SUPPLY AND INSTALLATION OF MONUMENTS THAT PROVIDE INFORMATION TO THE PUBLIC ABOUT THE PLANETS OF OUR SOLAR SYSTEM. THIS IS PHASE 1 OF THE HRSS PROJECT CONSISTING OF THREE (3) PLANETARY MARKERS IDENTIFYING EARTH, JUPITER & SATURN. ENCLOSED IS A RENDERING OF A TYPICAL PLANETARY MARKER MONUMENT AS APPROVED BY COR PARKS & RECREATION DEPT.***

Contact Person

Name: ***JOSEPH RASTOVICH (ARTIST)***
Organization Representing***: SAVVIO LLC.***

Contact Address: ***404 S AGUA MANSA CT.***

City/State/ZIP: ***KENNEWICK, WA 99338***

Home Phone: ***509.308.7647***

Work Phone: ***509.308.7647***

FAX:

E-mail***: josephrastovich@gmail.com***

Project Cost

Amount from City: $ ***3,000.00***

Cash Amount from Applicant: ***$ 0.00***

"In-Kind" Amount from Applicant: $ ***2,300.00***

Cash from Other Sources: $ ***3,700.00***

Total Project Cost: $ ***9,000.00***

Return Completed Application to:

City of Richland
Parks and Recreation Department
500 Amon Park Drive
Richland, Washington 99352

DUE DATE: 4:00 pm, October 14, 2016

City of Richland
Parks and Public Facilities Department

Art Partnership Program Application

Work Plan (Summary)

Steps	Responsible Party	Completion Date
PROJECT APPLICATION RECEIVED	*COR*	*DEC 1/16*
PROJECT AWARD/CONTRACT SIGNED	*COR*	*FEB 28/17*
FUNDRAISING FOR APPLICANT CASH	*SAVVIO LLC/ ET AL*	*MAY 31/17*
FUNDRAISING FOR APPLICANT IN KIND	*SAVVIO LLC/ ET AL*	*MARCH 31/17*
START PROJECT	*SAVVIO LLC*	*JUNE 1/17*
COMPLETE PROJECT	*SAVVIO LLC*	*SEPT 8/17*
PROJECT HAND OVER TO CITY	*COR*	*SEPT 14/17*

City of Richland
Parks and Public Facilities Department

Art Partnership Program Application

Budget Plan

	Total Cost	Applicant "In Kind"	Applicant "Other Sources"	City's Cash Match
1. Personnel				
VOLUNTEERS	*$2,300.00*	*$2,300.00*	*$0*	*$0*
Sub Total	*2,300.00*	*$ 2,300.00*	*$0*	*$0*
2. Supplies/ Equipment Materials				
	$800.00		*$800.00*	*$0*
Sub Total	*$800.00*		*$800.00*	*$0*
3. Professional Services				
BASALT SUPPLY/INSTALL	*$2,400.00*		*$1,000.00*	*$1,400.00*
Sub Total	**$2,400.00**		**$1,000.00**	**$1,400.00**
4. Construction/Capital				
PLAQUE – SUPPLY	*$1,700.00*		*$900.00*	*$800.00*
MINI ARCH's - SUPPLY	*$1,800.00*		*$1,000.00*	*$800.00*
Sub Total	*$3,500.00*		*$1,900.00*	*$1,600.00*
PROJECT TOTAL	***$9,000.00***	***$2,300.00***	***$3,700.00***	***$3,000.00***

City of Richland
Parks and Public Facilities Department

Art Partnership Program Application

Match Pledge / Secured Form

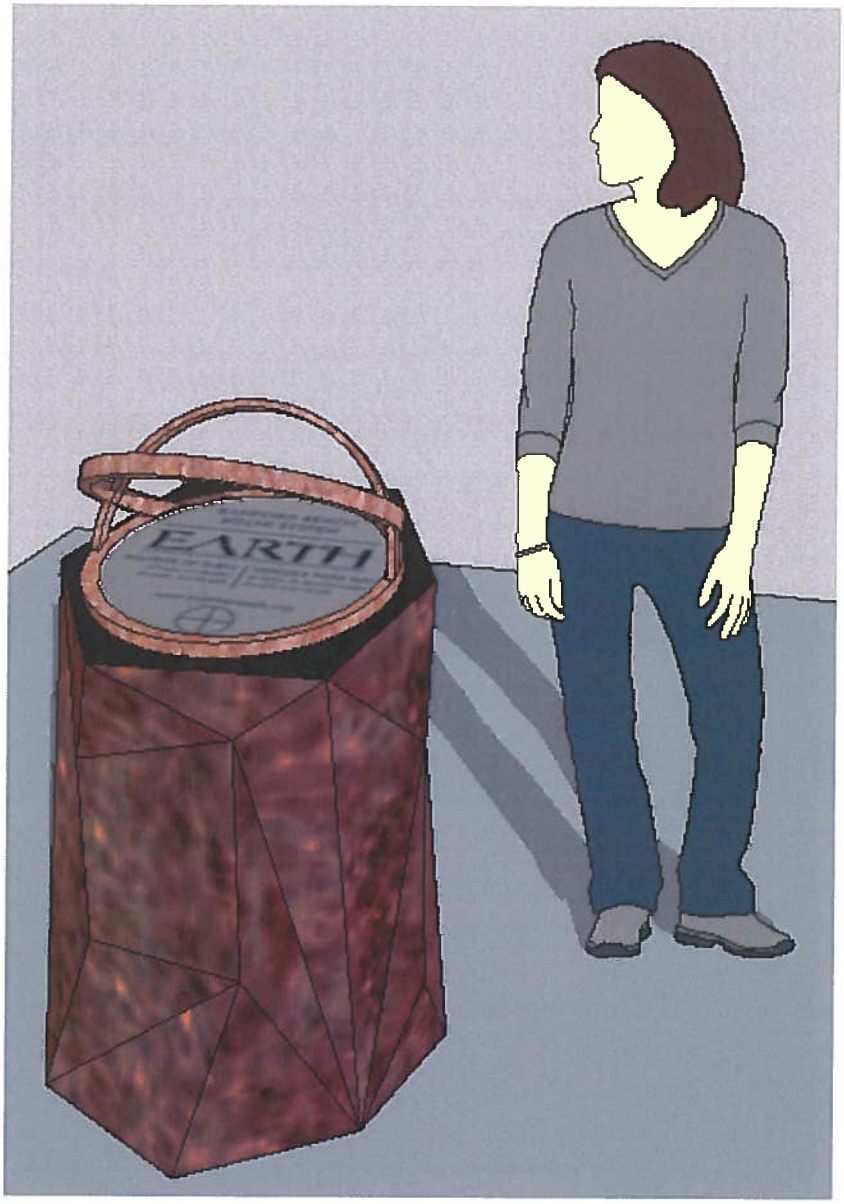
The following individuals, businesses, and organizations have made a commitment to donate the following items to__Estimated__ for its "In Kind" match.

Type of Work	Print Name	Address & Zip	Phone #	# of hours	Estimated Value	Signature
EXC./BACKFILL	*TBD*	*TBD*	*TBD*	*80*	*$1,000.00*	
FOUNDATION	*TBD*	*TBD*	*TBD*	*60*	*$690.00*	
COMPLETION	*TBD*	*TBD*	*TBD*	*50*	*$610.00*	
					$2,300.00	

HANFORD REACH SOLAR SYTEM PROJECT

PLANETARY MARKER: COR-TEN (A588) STEEL MINI ARCHES OVER BASALT COLUMN w/LASER CUT 10ga STAINLESS STEEL PLAQUE OVER COR-TEN STEEL BASE PLATE

(Design by J. Rastovich/T.MacDuff)



BASALT HEIGHT (above ground): ~ 30 inches
BASALT WIDTH (diameter): ~ 24 inches
MINI-ARCHES: COR-TEN (A588) STEEL FLAT STOCK ½" X 1"
MINI-ARCHES BASE: COR-TEN(A588) STEELPLATE ¼"X 20" DIA
PLAQUE: LASER CUT 10ga STAINLESS STEEL SHEET 18" DIA
MINI-ARCH/PLAQUE ANCHORING TO BASALT: TBD

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 24-17, Authorizing Execution of Agreement with Electric Power Systems, Inc. for Leslie Rd Substation Design and Inspection Work

Department:	Ordinance/Resolution Number:	Document Type:
Energy Services	24-17	Resolution

Recommended Motion:
Adopt Resolution No. 24-17, authorizing the City Manager to sign and execute a contract with Electric Power Systems, Inc. for $774,141 and execute change orders up to 10% of the approved contract amount for the Leslie Rd Substation design and inspection work.

Summary:
The City of Richland Energy Services (RES) completed a twelve-year long-range electric utility infrastructure plan in 2014. Included in this plan is the construction of a new substation in southeast Richland area to address the need for additional capacity in the area due to growth.

The Leslie Rd Substation is planned to serve new residential loads in the area and reduce the loads on existing substations. RES and Benton PUD (BPUD) have an interlocal agreement to build and operate a co-located substation. The co-located substation will allow for cost-sharing of common facilities within the substation.

The City issued a Request for Qualifications for this project and received seven responses. Electric Power Systems, Inc. was selected as the best qualified to provide substation design and inspection services based on the firm's qualifications and past performance.

RES staff recommends adoption of Resolution No. 24-17 for completion of the design, preparation of the construction bid documents and engineering, and inspection services during the substation construction.

Fiscal Impact:	The consulting services for this project are included in the City's 2017 Capital Improvement Plan and the Electric Utility Fund of the approved 2017 Budget. This time and material contract is not to exceed $774,141 plus 10% of the approved contract amount.

Attachments:
1. Proposed Resolution No. 24-17
2. Contract No. 19-17

RESOLUTION NO. 24-17

A RESOLUTION of the City of Richland authorizing execution of an agreement with Electric Power Systems, Inc. for Leslie Road Substation design and inspection services.

WHEREAS, the City of Richland operates and maintains an electric utility (RES), consisting of substations, distribution equipment and infrastructure that delivers power to customers served by RES; and

WHEREAS, the 2015 Long Range Plan completed by HDR Engineering, Inc. (HDR) identified the near-term need for a new electrical substation located in the southeast portion of Richland's electric utility service area; and

WHEREAS, HDR assisted RES in locating and acquiring a parcel of land to build Leslie Road Substation; and

WHEREAS, the Leslie Road Substation is needed to support the load growth in the southeast Richland area and help reduce existing loads on nearby substations; and

WHEREAS, current budgeting allows for system improvements through the City's Capital Improvement Plan; and

WHEREAS, RES and Benton PUD (BPUD) have an Interlocal Agreement to build and operate a co-located substation at Leslie Road; and

WHEREAS, there will be cost savings by sharing the design and construction costs of common facilities within the substation; and

WHEREAS, RES selected Electric Power Systems, Inc. as best qualified to provide substation design services based on the firm's qualifications and past performance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City Council authorizes the City Manager to sign and execute a contract with Electric Power Systems, Inc. for $774,141 and execute change orders up to ten percent (10%) of the approved contract amount for the Leslie Road power substation design and inspection work.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of February, 2017 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and **Electric Power Systems, Inc.**, 4020 148th Avenue NE Suite C, Redmond, Washington (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide design, bid documents, construction assistance and project management services for the Leslie Rd Power Substation Design and Inspection Work.

b) The following exhibit(s) are attached hereto and made a part of this Agreement:
   (i) Exhibit A – Scope of Work
   (ii) Exhibit B – Cost Estimate
   (iii) Exhibit C – Project Schedule

c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
   (i) City of Richland Agreement No. 19-17
   (ii) Exhibit A: Scope of Work
   (iii) Exhibit B: Cost Estimate
   (iv) Exhibit C: Project Schedule
   (v) City Richland RFQ 16-0127
   (vi) RFP 16-0127 Exhibit B - proposal response submitted by Electric Power Systems, Inc. dated November 17, 2016

2) GENERAL REQUIREMENTS

a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation

b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of

performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **April 30, 2018**.

4) PAYMENT

a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed **seven hundred seventy-four thousand one hundred forty-one dollars and no cents ($ 774,141.00).** Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A – Scope of Work and Exhibit B – Project Schedule.

b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.

c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.

d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.

e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.

f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

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

b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay $.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.

c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not

refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

10) DEBARMENT CERTIFICATION

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

www.sam.gov and
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

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 insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d) Other Insurance Provisions. The Consultant's 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 the Consultant's insurance and shall not contribute with it.

e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

i) Public Entity Full Availability of Consultant Limits. If the 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 the Consultant, irrespective of whether such limits maintained by the 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 the 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 acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

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

Purchasing Manager	Contact Name:	Dan Rogers, P.E.
City of Richland	Name of Firm:	Electric Power Systems, Inc.
2700 Duportail Street, Bldg. 200	Address:	4020 148th Avenue NE
	Address:	Suite C
Richland, WA 99352	Address:	Redmond, WA 98052
Email: purchasing@ci.richland.wa.us	Email:	drogers@epsinc.com
Phone: (509) 942-7710	Phone Number:	(907) 646-5121
Fax: (509) 942-7397	Fax Number:	(907) 522-1182

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not

disclose 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, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

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

CITY OF RICHLAND, WASHINGTON	CONSULTANT
_____	_____
CYNTHIA D. REENTS, ICMA-CM City Manager	Signature
	Dan Rogers _____
ATTEST:	Printed Name
_____	4020 148th Avenue NE, Suite C _____
MARCIA HOPKINS City Clerk	Address
	Phone: 907.646.5121 _____
APPROVED AS TO FORM:	Email: DRogers@epsinc.com _____
	Fax: 907.522.1182 _____
_____	
HEATHER D. KINTZLEY City Attorney	

EXHIBIT A: Scope of Work – See Attached

EXHIBIT B: Cost Estimate – See Attached

EXHIBIT C: Project Schedule – See Attached

City of Richland – Leslie Substation
Electric Power Systems, Inc. (EPS) Proposed Scope

January 19, 2017

General

Leslie Substation will consist of two utilities, the City of Richland (COR) and Benton PUD (BPUD), and their 115 kV/12.47kV facilities to step down the 115kV supply voltage to the 12.47kV distribution facilities.

The location of the substation will be at the Northwest corner of the intersection of Leslie Rd and Reata Rd. BPA's existing 115 kV transmission line (located East and parallel to Leslie Rd) will be tapped to serve Leslie Substation. BPA will complete the design and construction of all necessary transmission line modifications. EPS will include the design of the overhead conductor crossings Leslie Rd from the substation 115KV bus to BPA tap structure (Assumption: BPA to provide adequate elevation for conductor attachments to allow for road crossing clearance).

The 115 kV will be fed into and out of the substation, per the attached one line sketch. The 115 kV bus within the substation will include three (3) each 115kV gang operated disconnect switches. The 115 kV will have separate feeds from the bus to both COR and BPUD facilities.

The COR portion of the substation will be composed of a 115 kV circuit switcher, a 15/20/25 MVA, 115kV/12.47kV transformer, 15 kV disconnect switch and a 15 kV, 5 breaker shelter isle metalclad switchgear building (currently on order from Meyers Power).

The engineering and inspection costs for the facilities needed by both utilities are site development, fence, ground grid, transmission deadend structure, 115 kV bus/switches, oil containment, similarly sized utility transformers, foundations, station lighting, etc. Engineering and inspection costs needed for COR defined facilities are control house, circuit switcher, stepdown transformer, 15 kV equipment, cable and conduit, switchgear, etc. Both shared and COR defined facilities have been included in the estimate. These costs shall be tracked separately for the joint facilities and for the COR defined facilities which can be used for determination of the COR and BPUD cost sharing. The defined scope assumes BPUD facilities are similar and considered a duplicate of COR facilities. This cost savings is realized in the attached cost estimate, any deviations from this will be considered in the appropriate change process. Likewise, if it is decided not to include BPUD facilities in the design their will not be a 50% cost reduction realized.

The proposed engineering and construction schedule is shown on the attached Gant Chart.

All necessary permitting for the substation construction and operation are by others.

Task 1: Predesign/Purchasing Support

Task 1 work effort will support COR engineering and purchasing efforts in regard to specifying and reviewing submittals for major substation equipment including the 12kV switchgear, substation switches, S&C Series 2000 Circuit Switcher, and pre-engineered control building. The power transformer will be specified by COR and EPS will review submittals on the transformer.

Task 2: Design

EPS will develop a basis of design memorandum for the COR review and approval.
The design will include:

- Pre-design concepts for COR review and comments
- Civil Design for Site Development:
  EPS will provide the site civil design for the substation. This design will provide driveway access, working/parking areas, soil removal and import, grading and drainage, and best management practices (BMP). Sound and visual impacts will be design considerations. The following will be prepared for grading permit submittal by COR:

  - Civil cover sheet with general notes
  - Temporary Erosion and Sedimentation Control (TESC) Plan
  - TESC details, notes and construction sequence
  - Grading and drainage plan and profiles
  - Horizontal control plan

  Similar drawings will be prepared for construction. Site development technical specifications will also be prepared for construction.

  Clarifications

  1. No upstream or downstream analysis of the adjacent storm network is included in our scope.
  2. Neither retention systems nor treatment of storm water is anticipated.
  3. COR will pay all application submittal fees, review fees, and permit fees.
  4. No National Pollutant Discharge Elimination System (NPDES) permit is anticipated for the project.
  5. Application for a Construction Stormwater General Permit will be by others.
  6. Development of stormwater pollution prevention plan (SWPPP) will be by others.
  7. No landscaping other than grass seeding is included in this scope. Design will include a water source for irrigation needs for outside perimeter of station.
  8. Site development work will be performed under the same contract as substation construction.
- Geotechnical Investigation and Report (GeoEngineers)
- Substation Fence (Preformed or block wall)
- Station Layout
- Ground Grid Design (Includes soil resistivity measurement)
- Transformer Containment (Utilizing COR previous containment design as a “go-by”)

- SPCC Plan (Travis Peterson Environmental Consultants, Inc.)
- Bus Design (Civil)
- Steel Structure Design (Structural)
- Foundation Design (Civil)
- Design and integration of the previously ordered 15 kV metalclad switchgear
- Control House layout (Includes water and sewer)
- Cable and Conduit design
- Station Battery Design (utilizing existing battery design concept, battery make & size)
- Station Service design (w/ ATS and backup SS from offsite source. SS sources are not shared between COR and BPUD because of 30 degree phase shift)
- Substation Lighting design
- AC Distribution design
- DC Distribution Design
- 15 kV Distribution Feeder Getaway design (to the point the conduits exit the site)
- BPA Metering Provision design
- Identify equipment commissioning test & acceptance criteria)
- 65% Package development
- 95% package development
- Engineers Estimate

Task 3: Construction Bid Documents

EPS will assist the COR in bidding the construction of the Leslie Substation. Specific tasks scoped in this item include:

- Review and modification of CORs General Contract Conditions
- Development of Specific Conditions
- Issued for Construction (IFC) package development
- Attend and assist in the Pre-Bid Meeting. Respond to Contractor Questions prior to the bid
- Assist in the Bid Evaluation
- Assemble final operation and maintenance manual for the substation.

Task 4: Construction Assistance

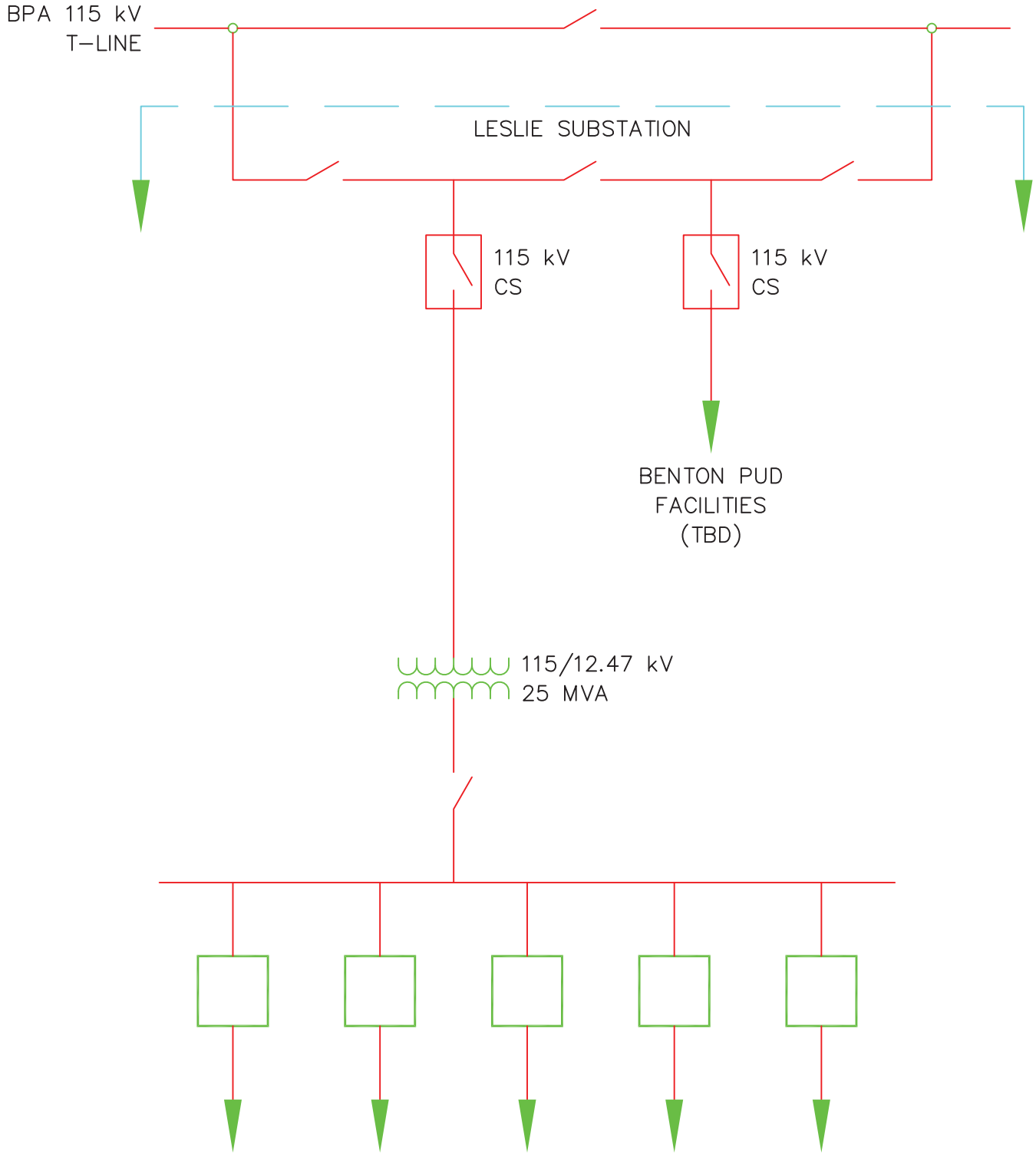
The Construction Assistance Task includes Construction Inspection, Test Report Review and Approval, Engineering During Construction, and the completion and drafting of contractor provided as-built drawings.

Task 5: Project Management and Design Oversight

The EPS project manager (Jack Anderson) will oversee the project design, and will serve as the single point of contact for COR personnel.

Task 6: Miscellaneous

Task 6 includes travel cost for on-site design support.



Electric Power Systems Inc.
Consulting Engineers
TEL: (907) 522-1953
FAX: (907) 522-1182

ENG. STAMP

CITY OF RICHLAND
PROPOSED LESLIE SUBSTATION

DESIGNER/PROJECT ENGINEER:

REV	DATE	DESCRIPTION	DRAWN	APPROVED
A	12-22-16	LESLIE SUB EPS PROPOSAL		

ENGINEERING COST ESTIMATE

Rev 1/1/95

ELECTRIC POWER SYSTEMS, INC.

CLIENT: City of Richland
PROJ NAME: Leslie Substation
JOB CODE:
PROJ MGR.: J. ANDERSON
DATE: 1/19/2017

PREPARED BY: JSA **DATE:** 1/19/2017
CHECKED BY: **DATE:**

		STAFF LABOR HOURS REQUIRED BY TASK (Benefit Rate 1.00)										EXTENDED LABOR COSTS (at Labor Factor 1.00)				TASK SUMMARY						
		DCR	GDH	JSA	SM	MG	CAM	DMB	TCC	KR	DanK											
	Billing Rate or Salary	212.00	212.00	212.00	148.00	154.00	139.00	212.00	205.00	133.00	120.00											
	Escalation	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%											
TASK	DESCRIPTION Billing Cost (1)	212.00	212.00	212.00	148.00	154.00	139.00	212.00	205.00	133.00	120.00	Hours	Labor Cost	Percent Cntgcy	Labor Revenue	Expenses (2)	Subconsultant Expenses (3)	Subconsultant Labor (3)	Labor Revenue	Task Total	COR Portion	PUD Portion
TASK 1	Predesign/Purchasing Support													0%		0	0	0	42,968	42,968	42,968	
COR	RFI - Information Request			4	6							10.0	1,736	0	1,736						1,736	
COR	Switchgear Submittals				6	2		12				20.0	3,740	0	3,740						3,740	
COR	Switchgear FAT					30						30.0	4,620	0	4,620						4,620	
COR	Review Transformer Submittals			4		8		12				24.0	4,624	0	4,624						4,624	
COR	Switch Specs				8							8.0	1,184	0	1,184						1,184	
COR	Switch Bid Docs				12							12.0	1,776	0	1,776						1,776	
COR	Switch Bid Reviews				8							8.0	1,184	0	1,184						1,184	
COR	S2000 Specs			4	8							12.0	2,032	0	2,032						2,032	
COR	S2000 Bid Docs			4	12							16.0	2,624	0	2,624						2,624	
COR	S2000 Bid Reviews			2	8							10.0	1,608	0	1,608						1,608	
COR	Control House Spec		40	20	10							70.0	14,200	0	14,200		` `				14,200	
COR	Control House Bid Documents			4	12							16.0	2,624	0	2,624						2,624	
COR	Control House Bid Reviews			2	4							6.0	1,016	0	1,016						1,016	
	Subtotals	**0.0**	**40.0**	**44.0**	**94.0**	**40.0**	**0.0**	**24.0**	**0.0**	**0.0**	**0.0**	**242.0**	**42968.0**	**0.0**	**42968.0**							
TASK 2	Design													0%		0	66,594	0	269,924	336,518	199,407	137,111
50/50	Basis of Design	4			30	10				4		48.0	7,360	0	7,360						3,680	3,680
50/50	Pre-Design/Site Plan Development		4	8	16		16			8		52.0	8,200	0	8,200						4,100	4,100
50/50	Site Civil Design-Site Development (includes Field Survey)		24	4			80			16		124.0	19,184	0	19,184		13,728				16,456	16,456
50/50	Geotech Report (GeoEng)		8									8.0	1,696	0	1,696		40,766				21,231	21,231
50/50	Substaton Fence		8				24			12		44.0	6,628	0	6,628						3,314	3,314
50/50	Station Layout			40			60			16		116.0	18,948	0	18,948						9,474	9,474
50/50	Ground Grid Design					120			20	8		148.0	23,644	0	23,644		6,600				15,122	15,122
50/50	Transformer Containment (assumes 2 similar sized x-former)		12	6	10		120			24		172.0	25,168	0	25,168						12,584	12,584
50/50	SPCC Plan (TPECI - regstered ok, not WA specific)			4								4.0	848	0	848		5,500				3,174	3,174
65%-50/50, 35%-COR	Bus Design (Civil)			10	60	60		5	6	4		145.0	23,062	0	23,062						15,567	7,495
COR	Control House (Davis-Elect/HVAC hrs in MG)		4	4	16	40				24		88.0	13,416	0	13,416						13,416	
50/50	BPA 115 kV Tap Coordination (Structural)		40	4			8					52.0	10,440	0	10,440						5,220	5,220
65%-50/50, 35%-COR	Structure Design (Structural)		60	4			8			16		88.0	16,808	0	16,808						11,345	5,463
50/50	Foundation Design (Civil)		60				8			16		84.0	15,960	0	15,960						7,980	7,980
COR	Relaying/SCADA	4		4	32					8		48.0	7,496	0	7,496						7,496	
COR	Cable and Conduit Design				20		4			4		28.0	4,048	0	4,048						4,048	
COR	Station Battery - Capacity Calculations				8		2					10.0	1,462	0	1,462						1,462	
COR	Station Service Design				24		2			4		30.0	4,362	0	4,362						2,181	2,181
50/50	Substation Lighting Design					24	2			8		34.0	5,038	0	5,038						5,038	
COR	AC Distribution Design (outdoor subpanels)				8		2			8		18.0	2,526	0	2,526						2,526	
COR	DC Distribution Design (outdoor subpanels)				8		2			8		18.0	2,526	0	2,526						2,526	
COR	BPA Metering Design				10					4		14.0	2,012	0	2,012						2,012	
40%-PUD, 60%-COR	65% Package Development	4		20	60	10	10		10	40		154.0	24,268	0	24,268						14,561	9,707
40%-PUD, 60%-COR	95% Package Development	4		10	30	10	4		4	20		82.0	12,984	0	12,984						7,790	5,194
40%-PUD, 60%-COR	Engineers Estimate				30	30	20					80.0	11,840	0	11,840						7,104	4,736
	Subtotals	**16.0**	**220.0**	**118.0**	**362.0**	**304.0**	**372.0**	**5.0**	**40.0**	**252.0**	**0.0**	**1689.0**	**269924.0**	**0.0**	**269924.0**							
TASK 3	Construction Bid Documents													0%		0		0	38,537	38,537	23,122	15,415
40%-PUD, 60%-COR	General Conditions							10				10.0	2,120	0	2,120						1,272	848
40%-PUD, 60%-COR	Specific Conditions				16	8	16	24				64.0	10,912	0	10,912						6,547	4,365
40%-PUD, 60%-COR	IFC package development	4		10	20	10	4		4	20		72.0	11,504	0	11,504						6,902	4,602
40%-PUD, 60%-COR	Pre-Bid Meeting/Questions	2			4	8	3	2				19.0	3,089	0	3,089						1,853	1,236
40%-PUD, 60%-COR	Bid Evaluation				16	8	16	24				64.0	10,912	0	10,912						6,547	4,365
												0.0	0	0	0							
	Subtotals	**6.0**	**0.0**	**10.0**	**56.0**	**34.0**	**39.0**	**60.0**	**4.0**	**20.0**	**0.0**	**229.0**	**38537.0**	**0.0**	**38537.0**							

ENGINEERING COST ESTIMATE

ELECTRIC POWER SYSTEMS, INC.

Rev 1/1/95

CLIENT: City of Richland
PROJ NAME: Leslie Substation
JOB CODE:
PROJ MGR.: J. ANDERSON
DATE: 1/19/2017

PREPARED BY: JSA **DATE:** 1/19/2017
CHECKED BY: **DATE:**

			STAFF LABOR HOURS REQUIRED BY TASK										EXTENDED LABOR COSTS				TASK SUMMARY						
								Benefit Rate	1.00				at Labor Factor		1.00								
			DCR	GDH	JSA	SM	MG	CAM	DMB	TCC	KR	DanK											
		Billing Rate or Salary	212.00	212.00	212.00	148.00	154.00	139.00	212.00	205.00	133.00	120.00											
		Escalation	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%											
TASK	DESCRIPTION	Billing Cost (1)	212.00	212.00	212.00	148.00	154.00	139.00	212.00	205.00	133.00	120.00	Hours	Labor Cost	Percent Cntgcy	Labor Revenue	Expenses (2)	Subconsultant Expenses (3)	Subconsultant Labor (3)	Labor Revenue	Task Total	COR Portion	PUD Portion
TASK 4	Construction Assistance														0%		56,760		0	199,066	255,826	153,496	102,330
40%-PUD, 60%-COR	Inspection (24 wk, per EPS est - assume 50 hr/wk) Constr. - 6.0 mo											1200	1,200.0	144,000	0	144,000	56,760					120,456	80,304
40%-PUD, 60%-COR	Test Report Review (use Kellin - estimate with MGs rate)						24						24.0	3,696	0	3,696						2,218	1,478
40%-PUD, 60%-COR	Engineer Support during Construction (20 wk per EPS schedule est)		30	30		40	20			10			130.0	23,770	0	23,770						14,262	9,508
40%-PUD, 60%-COR	As-built drawings					60	10	20				120	210.0	27,600	0	27,600						16,560	11,040
		Subtotals	**30.0**	**30.0**	**0.0**	**100.0**	**54.0**	**20.0**	**0.0**	**10.0**	**0.0**	**1320.0**	**1564.0**	**199066.0**	**0.0**	**199066.0**							
TASK 5	Project Management														0%		0		0	88,192	88,192	52,915	35,277
40%-PUD, 60%-COR	PM/Design Oversight (6 mo@10hr/wk, 6 mo@6hr/wk) Proj. Duration 12 mo				256								256.0	54,272	0	54,272						32,563	21,709
40%-PUD, 60%-COR	Principal/Design Oversight (4 mo@4hr/wk, 4 mo@2hr/wk)		96										96.0	20,352	0	20,352						12,211	8,141
40%-PUD, 60%-COR	PM reports (monthly with Invoice)				32								32.0	6,784		6,784						4,070	2,714
40%-PUD, 60%-COR	Invoice Prep/Review (monthly)				32								32.0	6,784	0	6,784						4,070	2,714
		Subtotals	**96.0**	0	**320.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**416.0**	**88192.0**	**0.0**	**88192.0**							
TASK 6	Miscellaneous Tasks																12,100	0	0	0	12,100	7,260	4,840
40%-PUD, 60%-COR	Design Travel/Per diem (assume 20 day@200/day+car, 6 tickets @ $1000)												0.0	0		0	12,100					7,260	4,840
		Subtotals	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**	**0.0**							
		TOTALS: hrs	**148.0**	**290.0**	**492.0**	**612.0**	**432.0**	**431.0**	**89.0**	**54.0**	**272.0**	**1320.0**	**4140.0**	**638687.0**	**0.0**	**638687.0**	**68860.0**	**66,594**	**0.0**	**638687.0**	**774141.0**		
						Check sum of hours:			**4,140**	**4,140**	**ok**												
		labor costs	**31,376**	**61,480**	**104,304**	**90,576**	**66,528**	**59,909**	**18,868**	**11,070**	**36,176**	**158,400**				**Total Hours**	**4,140**						
		labor revenue	**31,376**	**61,480**	**104,304**	**90,576**	**66,528**	**59,909**	**18,868**	**11,070**	**36,176**	**158,400**											
					Check sum of labor costs:				**638,687**	**638,687**	**ok**												

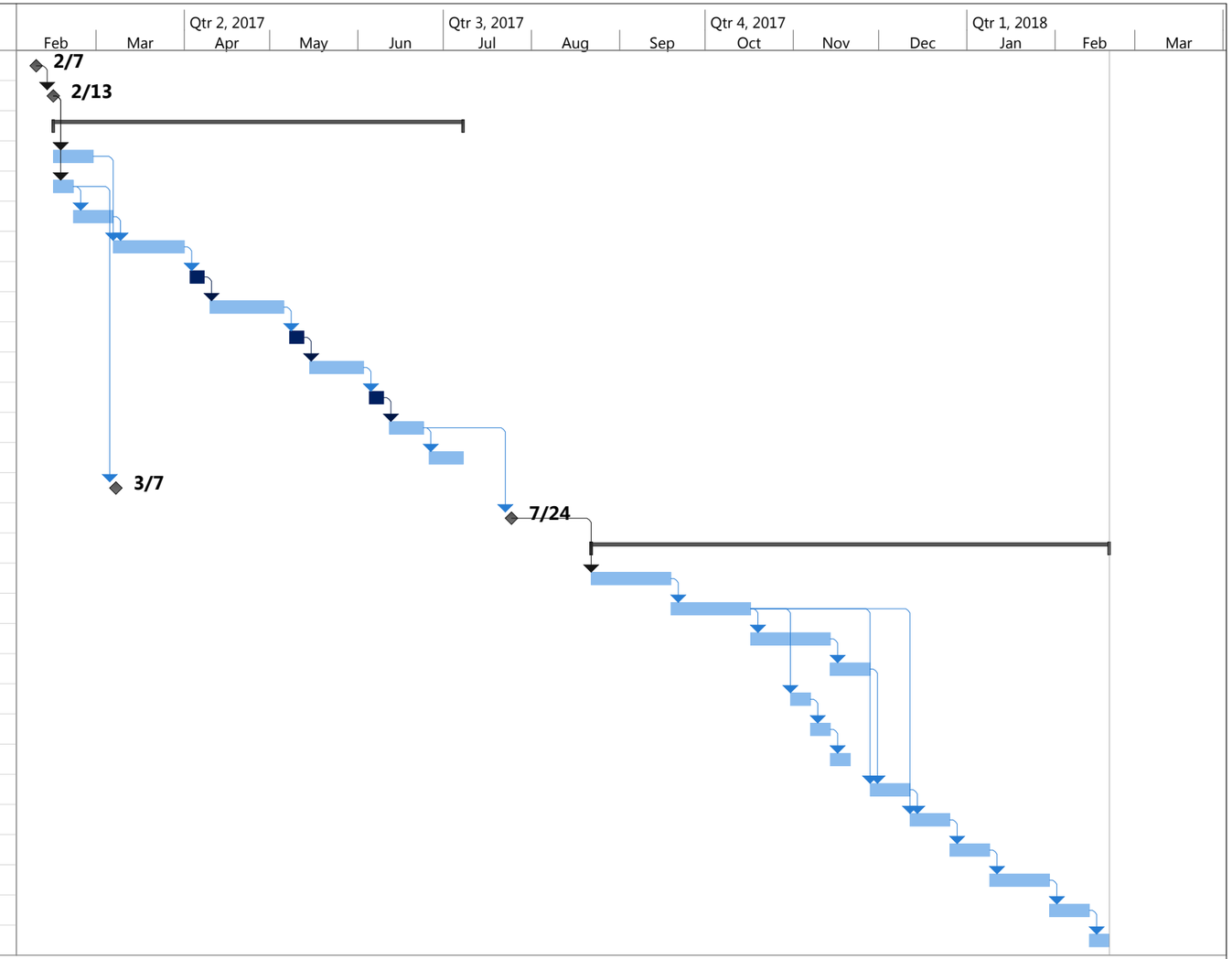
LABOR REVENUE	**$638,687**	**$404,555**	**$234,132**
EXPENSES	**$68,860**	**$41,316**	**$27,544**
SUBCONSULTANT EXPENSES	**$66,594**	**$39,956**	**$26,638**
SUBCONSULTANT LABOR	**$0**		
TOTAL PROJECT REVENUE	**$774,141**	**$485,828**	**$288,313**

NOTES:

1. Salary Cost = Salary x Salary Escalation x Benefit Rate.

SUBCONSULTANTS (3)

ID	Task Name	Start	Finish	Predecessors	Resource Names
1	**Council Meeting**	**Tue 2/7/17**	**Tue 2/7/17**		
2	**Award of Project Design**	**Mon 2/13/17**	**Mon 2/13/17**	**1**	
3	**Design**	**Tue 2/14/17**	**Fri 7/7/17**		
4	Site Survey	Tue 2/14/17	Mon 2/27/17	2	
5	Pre-Design Site Plan	Tue 2/14/17	Mon 2/20/17	2	
6	Geotechnical Study	Tue 2/21/17	Mon 3/6/17	5	
7	Issued For 35% Review	Tue 3/7/17	Fri 3/31/17	6,4	
8	COR Review	Mon 4/3/17	Fri 4/7/17	7	
9	Issued for 65% Review	Mon 4/10/17	Fri 5/5/17	8	
10	COR Review	Mon 5/8/17	Fri 5/12/17	9	
11	Issued for 95% Review	Mon 5/15/17	Fri 6/2/17	10	
12	COR Review	Mon 6/5/17	Fri 6/9/17	11	
13	Issued for Bid Package	Mon 6/12/17	Fri 6/23/17	12	
14	Issued for Construction Package	Mon 6/26/17	Fri 7/7/17	13	
15	**Award Control House**	**Tue 3/7/17**	**Tue 3/7/17**	**5FS+10 days**	
16	**Award of Construction Bid**	**Mon 7/24/17**	**Mon 7/24/17**	**13FS+20 days**	
17	**Construction**	**Tue 8/22/17**	**Mon 2/19/18**		
18	Site Work	Tue 8/22/17	Mon 9/18/17	16FS+20 days	
19	Foundation Build	Tue 9/19/17	Mon 10/16/17	18	
20	Ground Grid	Tue 10/17/17	Mon 11/13/17	19	
21	Conduit Runs	Tue 11/14/17	Mon 11/27/17	20	
22	Control House	Tue 10/31/17	Mon 11/6/17	19FS+10 days	
23	Transformer	Tue 11/7/17	Mon 11/13/17	22	
24	Switchgear	Tue 11/14/17	Mon 11/20/17	23	
25	Oil Containment	Tue 11/28/17	Mon 12/11/17	21,19FS+10 days	
26	Steel Structure	Tue 12/12/17	Mon 12/25/17	25,19FS+10 days	
27	Equipment	Tue 12/26/17	Mon 1/8/18	26	
28	Buswork	Tue 1/9/18	Mon 1/29/18	27	
29	Final Site Work	Tue 1/30/18	Mon 2/12/18	28	
30	Site Clean Up	Tue 2/13/18	Mon 2/19/18	29	



Project: Leslie Substation Schedule
Date: Jan. 06, 2017

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 25-17, Declaring Approximately 4,947 Square Feet of Real Property Located Adjacent to 650 George Washington Way as Surplus

Department:	Ordinance/Resolution Number:	Document Type:
Community & Development Services	25-17	Resolution

Recommended Motion:
Adopt Resolution No. 25-17, declaring approximately 4,947 square feet of real property surplus to City needs and authorizing staff to negotiate directly with The Crown Group, Inc., for potential acquisition of the property.

Summary:
The City owns approximately 4,947 square feet of land located within the boundaries of Howard Amon Park and adjacent to the City-owned property at 650 George Washington Way that is currently under contract for sale to The Crown Group, Inc.

The proposed surplus was requested by The Crown Group, Inc. to allow it to construct additional parking spaces on the property in support of its proposed mixed-use development of 650 George Washington Way.

City staff, the Economic Development Committee, the Planning Commission and the Parks and Recreation Commission have reviewed the proposed surplus of real property, and have provided a positive recommendation to City Council that the surplus be approved.

Assuming surplus of the subject property is approved, the anticipated sale to The Crown Group, Inc. will be brought to City Council for consideration.

Pursuant to state law, a public hearing was held tonight to consider this surplus action.

Staff recommends approval.

Fiscal Impact:	A decision to find this property surplus will have no fiscal impact. The potential fiscal impact as a result of a subsequent sale of this property will be determined through the negotiated sales process.

Attachments:
1. Resolution 25-17
2. Memo to Council regarding Surplus Action
3. Legal Description_Surplus
4. Aerial Photo - TCG Surplus

RESOLUTION NO. 25-17

A RESOLUTION of the City of Richland declaring certain real property surplus to the City's needs and available to sell, lease or exchange.

WHEREAS, the City of Richland owns approximately 4,947 square feet of land within the established boundaries of Howard Amon Park adjacent to the City-owned land at 650 George Washington Way currently under contract for purchase with The Crown Group, Inc.; and

WHEREAS, the City Council, as legislative authority of the City of Richland, is authorized to declare property surplus per Richland Municipal Code (RMC) 3.06.030; and

WHEREAS, The Crown Group, Inc. has requested that the 4,947 square-foot property be declared surplus and that special consideration be provided to The Crown Group, Inc. as a forthcoming abutting landowner after closing on the sale of property at 650 George Washington Way; and

WHEREAS, the Executive Leadership Team (ELT) identified no further municipal need for the property; and

WHEREAS, at their January 11, 2017 meeting, the Planning Commission provided a positive recommendation to surplus the property; and

WHEREAS, at their January 23, 2017 meeting, the Economic Development Committee provided a positive recommendation to surplus the property; and

WHEREAS, at their January 26, 2017 meeting, the Parks and Recreation Commission provided a positive recommendation to surplus the property; and

WHEREAS, on February 7, 2017, the Richland City Council held a duly advertised Public Hearing in accordance with RMC Title 3.06.030 to receive public comment on the declaration of surplus.

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

Section 1. The City Council finds and declares that certain real property as provided in the attached legal description, is no longer needed and therefore is surplus to the City's needs.

Section 2. The City Council further finds that special consideration should be given to The Crown Group, Inc. and directs staff to negotiate solely with The Crown Group, Inc. for potential acquisition of the property.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

RICHLAND CITY COUNCIL

MEMORANDUM

TO: Richland City Council

FROM: Kerwin Jensen, Community & Development Services Director

DATE: February 7, 2017

SUBJECT: Proposed Surplus of 4,497 Square Feet of Land in Howard Amon Park

Background

On March 17, 2015, Council authorized the City Manager to enter into a Purchase and Sale Agreement (Contract No. 54-15) with The Crown Group for the sale and development of 650 George Washington Way. Per the contract, The Crown Group initially agreed to develop the site as a mixed-use project with 10,000 square feet of retail space and 18,000 square feet of office space.

On November 15, 2016, Council approved a Fourth Amendment to Contract No. 54-15 which authorized an alternative design concept by The Crown Group to develop the site with no less than 5,000 square feet of retail and no fewer than 60 residential units. The Crown Group is actively pursuing this alternative.

At the November 15, 2016 meeting, the City Council also approved a number of concessions sought by The Crown Group in order for them to maximize the development opportunities of 650 George Washington Way. The City Council also discussed the potential of including approximately 4,947 square feet of City-owned property located within the boundary of Howard Amon Park (adjacent to 650 George Washington Way) be declared surplus and sold to The Crown Group to be used for additional parking for their mixed-use development.

Proposal

The Economic Development Office has been working with The Crown Group over the past two years in their purchase and development of 650 George Washington Way.

Multi-family residential development in the Central Business District has long been identified as a key strategy for the revitalization of the City's downtown. The Crown Group's current mixed-use development concept of retail and multi-family residential is

viewed as a significant investment toward diversifying and stimulating the City's economy as well as infusing new life into the City's downtown neighborhood.

650 George Washington Way, however, is presently hampered by a number of challenges, primarily the difficulty in maximizing the full development potential of the 2.60-acre site while also accommodating the required on-site parking spaces.

In order to develop multi-family residential units well-above the required 60-unit minimum, The Crown Group is seeking to construct 23 additional parking spaces on 4,947 square-feet of property that is presently located within the boundary of Howard Amon Park and adjacent to the 650 George Washington Way site.

PROCESS

Per RMC 3.06, the Economic Development Office sought input from other City departments, as well as the Economic Development Committee, the Planning Commission and the Parks & Recreation Commission, prior to bringing the item before the City Council.

A survey of City departments indicated that there is no future need for the property.

The Planning Commission provided a positive recommendation at their January 11, 2017 meeting. Additionally, the Economic Development Committee recommended approval of the surplus proposal at their January 23, 2017 meeting, and the Parks & Recreation Commission provided a positive recommendation at their January 26, 2017 meeting.

The transfer of the surplus property to The Crown Group will require an additional Purchase and Sale Agreement that will, in turn, require City Council approval.

STRATTON SURVEYING & MAPPING, PC

7525 W. DESCHUTES PL. UNIT 1C
KENNEWICK, WA 99336
PHONE: (509) 735-7364
(800) 730-7364
FAX: (509) 735-6560
E-MAIL: stratton@strattonsurvey.com

DATE: 02/02/17
LEGAL DESCRIPTION FOR PORTION OF HOWARD AMON PARK

ORIGINAL DESCRIPTIONS:
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 2, BLOCK 563, PLAT OF RICHLAND, RECORDED IN VOLUME 6 & 7 OF PLATS, RECORDS OF BENTON COUNTY WASHINGTON; THENCE NORTH 74°37'46" EAST 25.00 FEET; THENCE SOUTH 15°22'44" EAST 198.00 FEET; THENCE SOUTH 74°37'46" WEST 25.00 FEET TO A POINT ON THE EASTERLY LINE OF LOT 1 OF SAID BLOCK; THENCE NORTH 15°22'44" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 198.00 FEET RETURNING TO THE TRUE POINT OF BEGINNING.

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

DARRELL WAYNE SOWARDS JR
STATE OF WASHINGTON
49919
REGISTERED
PROFESSIONAL LAND SURVEYOR

1-31-17

N
PROPOSED SURPLUS
AMON PARK DRIVE
ALLEY EASEMENT
Richland Food Mart
(GTY Pacific Leasing)
GTY
Pacific Leasing
650 GEO. WA. WAY
CITY OF RICHLAND
[PSA w/ THE CROWN GROUP]
GEORGE WASHINGTON WAY
LEE BLVD
JADWIN AVE

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 26-17, Awarding Bid to POW Contracting for Horn Rapids Irrigation Intake Rescreening Re-Bid Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	26-17	Resolution

Recommended Motion:
Adopt Resolution No. 26-17, authorizing the City Manager to sign and execute an agreement with POW Contracting for completion of the Horn Rapids Irrigation Intake Rescreening project.

Summary:
In 2012, the City, with the help of a consultant, prepared an Irrigation System Plan that analyzed the condition of several irrigation water systems operated by the City. The largest of these systems operates in the Horn Rapids area, providing service to residential, industrial, and municipal facilities. The 2012 Plan identified capital improvements needed to address system deficiencies and prepare for anticipated growth. Among the improvements identified was replacement of the intake screen equipment where the Horn Rapids draws water from the Columbia River. The City's consultant determined that the existing screens were not functionally sound and did not meet current regulatory standards.

The City's consultant completed project design and permitting, preparing to solicit contractor bids in mid-2016. That bid produced contractor prices that were well-above the Engineer's estimate and available budget for the project. Council, on staff recommendation, rejected those bids.

A modified project design was advertised for bid in early January, 2017. This modified project design included consolidation of the screen controls and several other design adjustments. On January 30, 2017, three bids were received with a high bid of $1,149,541.86 and a low bid of $1,047,172.24. The Engineer's estimate for the project was $911,834.85. Analysis of the bids shows that the Engineer's estimate, prepared by the consultant, underestimated the costs of the controls system. Staff believes that despite the costs exceeding the Engineer's estimate and current budget, this set of bids represents the true cost of the necessary work. Staff recommends award of the bid.

The project requires purchasing of equipment with long delivery times. Construction work at the site is expected to start in December 2017, and be complete in March 2018 in time for the 2018 irrigation season.

Fiscal Impact:	Total project costs are estimated at $1,176,500, including engineering and construction contingency. This project was previously approved by Council with adoption of the 2016-2030 Capital Improvement Plan. There is currently $876,618.08 available in this project budget. Staff intends to administratively add $300,000 to the available project budget from funds remaining from completed projects. The resulting total available budget will be $1,176,500.

Attachments:
1. Res. No. 26-17 HR Irrigation Rescreening Award
2. Horn Rapids Irrigation Rescreening - Bid Tab

RESOLUTION NO. 26-17

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to POW Contracting for the Horn Rapids Irrigation Rescreening Re-Bid Project.

WHEREAS, the 2017–2030 Capital Improvement Plan includes a program titled Irrigation Utility Capital Improvements; and

WHEREAS, the authorized program includes upgrades to the inlet screen equipment at the Horn Rapids Irrigation system intake on the Columbia River; and

WHEREAS, the City contracted with IRZ Consultants to design and assist the City with bidding the project; and

WHEREAS, the City first bid the project in August 2016; and

WHEREAS, the first bids were rejected for exceeding the Engineer's Estimate and available budget; and

WHEREAS, the City, with IRZ, modified the project design in an attempt to get a more reasonable bid; and

WHEREAS, staff reevaluated the project budget, concluding that additional funding was needed to complete the project. As a result, the 2017–2030 Capital Improvement Plan included additional funds to complete the project; and

WHEREAS, the City re-bid the project with a bid opening of January 30, 2017; and

WHEREAS, three (3) reasonable bids were received; and

WHEREAS, POW Contracting submitted the lowest responsible bid of those received; and

WHEREAS, the bids received exceeded the Engineer's Estimate for the work; and

WHEREAS, the approved budget is inadequate to complete the project; and

WHEREAS, staff believes that the lowest responsible bid reflects the true best value for completing this important project and is recommending that the project budget be increased to allow the project to proceed; and

WHEREAS, funding, in the form of project savings from completed projects, is available to complete this project without requiring an increase in the 2017 budget or utility rates; and

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the City Manager to sign and execute a contract award to POW Contracting in the amount of $1,047,172.24 and execute change orders up to the amount of $100,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: January 30, 2017	ITB # 17-0003
HORN RAPIDS IRRIGATION INTAKE RESCREENING (RE-BID)	

				ENGINEER'S ESTIMATE		POW CONTRACTING PASCO, WA		ORION MARINE CONTRACTORS INC PLUMMER, ID	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - WATER								
1	Mobilization / Demobilization & crane rental.	1	LS	$80,000.00	80,000.00	63,000.00	63,000.00	64,000.00	64,000.00
2	SPCC plan.	1	LS	2,000.00	2,000.00	750.00	750.00	4,500.00	4,500.00
3	Hydrolox S1800 water screen (304 stainless steel) or approved alternative.	3	EA	146,550.00	439,650.00	146,666.00	439,998.00	165,000.00	495,000.00
4	Structural steel - materials & fabrication.	1	LS	104,450.00	104,450.00	84,000.00	84,000.00	54,000.00	54,000.00
5	Passive screen - materials & fabrication.	1	LS	10,300.00	10,300.00	36,000.00	36,000.00	23,000.00	23,000.00
6	Driving piles & sheet piles.	14	EA	4,600.00	64,400.00	6,500.00	91,000.00	4,700.00	65,800.00
7	Driving screen supports.	3	EA	6,150.00	18,450.00	7,500.00	22,500.00	11,500.00	34,500.00
8	Setting screens.	3	EA	8,900.00	26,700.00	1,333.00	3,999.00	5,000.00	15,000.00
9	Electrical (incl controls).	1	LS	75,000.00	75,000.00	195,000.00	195,000.00	245,000.00	245,000.00
10	Extended deck including footings.	40	SF	250.00	10,000.00	300.00	12,000.00	220.00	8,800.00
11	Spray water piping including connections.	1	LS	8,000.00	8,000.00	5,000.00	5,000.00	28,000.00	28,000.00
12	Existing screen removal.	1	LS	2,000.00	2,000.00	5,000.00	5,000.00	10,000.00	10,000.00
13	Submittals.	1	LS	1,000.00	1,000.00	6,000.00	6,000.00	4,500.00	4,500.00
	SCHEDULE A - WATER SUBTOTAL				$841,950.00		$964,247.00		$1,052,100.00
	8.6% SALES TAX				72,407.70		82,925.24		90,480.60
	SCHEDULE A - WATER TOTAL				$914,357.70		$1,047,172.24		$1,142,580.60
	GRAND TOTAL				$914,357.70		$1,047,172.24		$1,142,580.60

City of Richland

DATE BIDS OPENED:	January 30, 2017	ITB #	17-0003
HORN RAPIDS IRRIGATION INTAKE RESCREENING (RE-BID)			

				BERGERSON CONTRUCTION INC RICHLAND, WA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - WATER								
1	Mobilization / Demobilization & crane rental.	1	LS	88,592.00	88,592.00		-		-
2	SPCC plan.	1	LS	3,194.00	3,194.00		-		-
3	Hydrolox S1800 water screen (304 stainless steel) or approved alternative.	3	EA	150,828.00	452,484.00		-		-
4	Structural steel - materials & fabrication.	1	LS	61,791.00	61,791.00		-		-
5	Passive screen - materials & fabrication.	1	LS	17,394.00	17,394.00		-		-
6	Driving piles & sheet piles.	14	EA	5,581.00	78,134.00		-		-
7	Driving screen supports.	3	EA	14,867.00	44,601.00		-		-
8	Setting screens.	3	EA	3,758.00	11,274.00		-		-
9	Electrical (incl controls).	1	LS	242,952.00	242,952.00		-		-
10	Extended deck including footings.	40	SF	495.00	19,800.00		-		-
11	Spray water piping including connections.	1	LS	24,450.00	24,450.00		-		-
12	Existing screen removal.	1	LS	12,094.00	12,094.00		-		-
13	Submittals.	1	LS	1,750.00	1,750.00		-		-
	SCHEDULE A - WATER SUBTOTAL				$1,058,510.00		$0.00		$0.00
	8.6% SALES TAX				91,031.86		-		-
	SCHEDULE A - WATER TOTAL				$1,149,541.86		$0.00		$0.00
	GRAND TOTAL				$1,149,541.86		$0.00		$0.00

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 27-17, Awarding Bid to C and E Trenching LLC for Vantage Highway Pathway Phase 1 Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	27-17	Resolution

Recommended Motion:
Approve Resolution No. Adopt Resolution No. 27-17, authorizing the City Manager to sign and execute an agreement with C and E Trenching, LLC for the Vantage Highway Pathway Phase 1 project.

Summary:
The City's Six-Year Transportation Program and the 2016-2030 Capital Improvement Plan prioritize completion of the Vantage Highway Path way as a segment of the City's non-motorized transportation system. The Vantage Highway pathway project consists of three separate phases: Robertson Drive to Hanford Legacy Park; Stevens Drive to Robertson Drive; and Twin Bridges Road to Kingsgate Way. The currently funded project would complete the phase from Robertson Drive to Hanford Legacy Park.

The project was first solicited for bids in September 2016. Bids were rejected due to exceeding the available budget. Staff evaluated the bids and concluded that rebidding for spring construction with some design changes would likely yield lower bid prices.

Public Works Engineering staff completed project development work, including design and coordination with Washington State Department of Transportation staff.

Staff solicited new construction bids in accordance with City purchasing policies. Eight (8) responsive bids were received on January 30, 2017 with a high bid of $509,031.81 and a low bid of $249,741.65. C and E Trenching of Pasco, WA was the low bidder. The Engineer's estimate for the project was $305,022.40.

Construction is scheduled to start spring of 2017 and should last approximately nine (9) weeks.

Staff recommends approval.

Fiscal Impact:	This project has been approved as part of the 2016-2030 Capital Improvement Plan. There is currently $295,294.25 available in this project budget. Total estimated expenses, including engineering and construction contingency, are $295,000.

Attachments:
1. Res. No. 27-17 Vantage Highway Pathway Bid Award
2. Vantage Highway Pathway - Bid Tab

RESOLUTION NO. 27-17

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract with C and E Trenching, LLC for the Vantage Highway Pathway – Phase 1 project.

WHEREAS, the 2016-2030 Capital Improvement Plan included a fully-funded project titled Vantage Highway Pathway – Phase 1; and

WHEREAS, City staff completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in September of 2016; and

WHEREAS, the September, 2016 bids were rejected as they exceeded both the Engineer's Estimate and the project budget; and

WHEREAS, staff revised the project design in an attempt to reduce costs; and

WHEREAS, City staff solicited bids on the revised design in accordance with the City's purchasing policies, receiving and opening eight (8) bids on January 30, 2017; and

WHEREAS, C and E Trenching, LLC submitted the lowest responsible bid of the eight (8) bids received; and

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

WHEREAS, it is in the City's best interest to proceed to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland authorizes the City Manager to sign and execute a contract award with C and E Trenching, LLC in the amount of $249,741.65 and execute change orders up to the amount of $20,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: January 30, 2017	ITB # 17-001
VANTAGE HIGHWAY PATHWAY - PHASE 1 (REBID)	

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE Unit Price	ENGINEER'S ESTIMATE Total Price	C & E TRENCHING LLC PASCO, WA Unit Price	C & E TRENCHING LLC PASCO, WA Total Price	PREMIER EXCAVATION INC PASCO, WA Unit Price	PREMIER EXCAVATION INC PASCO, WA Total Price
	SCHEDULE A - BASE BID								
1	Mobilization.	1.00	LS	$14,525.00	14,525.00	9,746.09	9,746.09	6,295.00	6,295.00
2	SPCC plan.	1.00	LS	500.00	500.00	712.92	712.92	750.00	750.00
3	ESC Lead.	1.00	LS	500.00	500.00	356.46	356.46	800.00	800.00
4	Record drawings (minimum bid $500)	1.00	LS	500.00	500.00	2,761.93	2,761.93	500.00	500.00
5	Removal of structures & obstructions.	1.00	LS	3,500.00	3,500.00	1,952.25	1,952.25	3,000.00	3,000.00
6	Roadway excavation including haul.	6,850.00	CY	6.50	44,525.00	1.61	11,028.50	9.75	66,787.50
7	Embankment compaction.	3,330.00	CY	2.00	6,660.00	1.03	3,429.90	4.00	13,320.00
8	Commercial HMA for pathway.	1,367.00	TON	85.00	116,195.00	72.36	98,916.12	66.17	90,454.39
9	Soil residual herbicide.	11,718.00	SY	0.10	1,171.80	0.11	1,288.98	0.09	1,054.62
10	Crushed surfacing top course.	1,541.00	CY	33.00	50,853.00	29.39	45,289.99	22.09	34,040.69
11	Detectable warning surface.	216.00	SF	20.00	4,320.00	22.10	4,773.60	15.00	3,240.00
12	Solid wall PVC storm sewer pipe 24" diameter.	54.00	LF	61.00	3,294.00	90.67	4,896.18	64.93	3,506.22
13	Imported pipe zone bedding.	54.00	LF	1.00	54.00	14.55	785.70	0.10	5.40
14	Imported pipe zone backfill.	54.00	LF	1.00	54.00	8.28	447.12	0.10	5.40
15	Trench safety.	54.00	LF	1.00	54.00	0.94	50.76	0.10	5.40
16	Trash grate 24" diameter.	2.00	EA	650.00	1,300.00	657.44	1,314.88	775.00	1,550.00
17	Quarry spalls (outfall pad).	2.70	CY	200.00	540.00	157.00	423.90	222.26	600.10
18	Initial mulching.	1.84	AC	1,200.00	2,208.00	1,435.10	2,640.58	1,850.00	3,404.00
19	Seeding, fertilizing & final mulching.	1.84	AC	1,700.00	3,128.00	2,510.04	4,618.47	2,670.00	4,912.80
20	Structural earth wall.	430.00	SF	45.00	19,350.00	40.97	17,617.10	35.61	15,312.30
21	Remvoing plastic line.	76.00	LF	7.00	532.00	13.26	1,007.76	10.00	760.00
22	Plastick wide lane line (8").	116.00	LF	7.00	812.00	8.84	1,025.44	6.55	759.80
23	Plastic stop line.	113.00	LF	8.00	904.00	13.26	1,498.38	5.15	581.95
24	Plastick crosswalk line.	560.00	SF	6.00	3,360.00	4.42	2,475.20	5.00	2,800.00
25	Site restoration.	1.00	LS	10,000.00	10,000.00	5,865.38	5,865.38	1,000.00	1,000.00
26	Permanent signing.	1.00	LS	7,500.00	7,500.00	8,617.22	8,617.22	4,000.00	4,000.00
27	Project temporary traffic control.	1.00	LS	3,500.00	3,500.00	4,954.90	4,954.90	5,780.00	5,780.00
28	Chain link fence Type 4.	135.00	LF	16.50	2,227.50	30.11	4,064.85	16.30	2,200.50
29	End, gate, corner & pull post for chain link fence.	4.00	EA	50.00	200.00	46.95	187.80	45.00	180.00
	ELECTRICAL								
30	Conduit pipe 2" diameter.	88.00	LF	3.20	281.60	1.06	93.28	2.79	245.52
31	Conduit pipe 3" diameter.	155.00	LF	4.20	651.00	1.56	241.80	3.38	523.90
32	Electrical trench.	243.00	LF	4.50	1,093.50	5.59	1,358.37	4.00	972.00
33	Imported pipe zone bedding.	243.00	LF	1.00	243.00	13.21	3,210.03	0.10	24.30
34	Imported pipe zone backfill.	243.00	LF	1.00	243.00	8.28	2,012.04	1.00	243.00
35	Trench safety.	243.00	LF	1.00	243.00	0.32	77.76	0.10	24.30
	SCHEDULE A - BASE BID TOTAL				**$305,022.40**		**$249,741.65**		**$269,639.09**

City of Richland

DATE BIDS OPENED: January 30, 2017	ITB # 17-001
VANTAGE HIGHWAY PATHWAY - PHASE 1 (REBID)	

				BIG Ds of TRI CITIES PASCO, WA		WHEELER EXCAVATION LLC BENTON CITY, WA		GRANITE CNST CO PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	Mobilization.	1.00	LS	10,000.00	10,000.00	7,910.00	7,910.00	23,681.00	23,681.00
2	SPCC plan.	1.00	LS	200.00	200.00	500.00	500.00	150.00	150.00
3	ESC Lead.	1.00	LS	200.00	200.00	1,000.00	1,000.00	150.00	150.00
4	Record drawings (minimum bid $500)	1.00	LS	500.00	500.00	500.00	500.00	500.00	500.00
5	Removal of structures & obstructions.	1.00	LS	5,000.00	5,000.00	5,500.00	5,500.00	4,350.00	4,350.00
6	Roadway excavation including haul.	6,850.00	CY	3.28	22,468.00	4.35	29,797.50	1.90	13,015.00
7	Embankment compaction.	3,330.00	CY	1.00	3,330.00	5.25	17,482.50	7.00	23,310.00
8	Commercial HMA for pathway.	1,367.00	TON	74.00	101,158.00	80.00	109,360.00	83.00	113,461.00
9	Soil residual herbicide.	11,718.00	SY	0.25	2,929.50	0.15	1,757.70	0.15	1,757.70
10	Crushed surfacing top course.	1,541.00	CY	29.00	44,689.00	36.00	55,476.00	39.00	60,099.00
11	Detectable warning surface.	216.00	SF	38.00	8,208.00	16.25	3,510.00	39.00	8,424.00
12	Solid wall PVC storm sewer pipe 24" diameter.	54.00	LF	48.00	2,592.00	55.00	2,970.00	86.00	4,644.00
13	Imported pipe zone bedding.	54.00	LF	1.00	54.00	5.00	270.00	1.00	54.00
14	Imported pipe zone backfill.	54.00	LF	1.00	54.00	16.00	864.00	1.00	54.00
15	Trench safety.	54.00	LF	1.00	54.00	2.00	108.00	1.00	54.00
16	Trash grate 24" diameter.	2.00	EA	600.00	1,200.00	725.00	1,450.00	1,100.00	2,200.00
17	Quarry spalls (outfall pad).	2.70	CY	60.00	162.00	99.00	267.30	235.00	634.50
18	Initial mulching.	1.84	AC	1,100.00	2,024.00	1,675.00	3,082.00	1,300.00	2,392.00
19	Seeding, fertilizing & final mulching.	1.84	AC	2,000.00	3,680.00	2,730.00	5,023.20	2,275.00	4,186.00
20	Structural earth wall.	430.00	SF	37.00	15,910.00	38.00	16,340.00	32.00	13,760.00
21	Remvoing plastic line.	76.00	LF	10.50	798.00	13.00	988.00	20.00	1,520.00
22	Plastick wide lane line (8").	116.00	LF	4.20	487.20	9.00	1,044.00	7.00	812.00
23	Plastic stop line.	113.00	LF	7.87	889.31	13.00	1,469.00	10.00	1,130.00
24	Plastick crosswalk line.	560.00	SF	9.45	5,292.00	4.50	2,520.00	7.00	3,920.00
25	Site restoration.	1.00	LS	20,000.00	20,000.00	19,000.00	19,000.00	20,250.00	20,250.00
26	Permanent signing.	1.00	LS	6,500.00	6,500.00	8,463.00	8,463.00	6,350.00	6,350.00
27	Project temporary traffic control.	1.00	LS	14,000.00	14,000.00	6,500.00	6,500.00	25,500.00	25,500.00
28	Chain link fence Type 4.	135.00	LF	30.25	4,083.75	30.00	4,050.00	21.00	2,835.00
29	End, gate, corner & pull post for chain link fence.	4.00	EA	47.50	190.00	47.00	188.00	225.00	900.00
	ELECTRICAL								
30	Conduit pipe 2" diameter.	88.00	LF	3.55	312.40	3.50	308.00	6.80	598.40
31	Conduit pipe 3" diameter.	155.00	LF	4.28	663.40	4.50	697.50	9.30	1,441.50
32	Electrical trench.	243.00	LF	3.00	729.00	4.50	1,093.50	1.00	243.00
33	Imported pipe zone bedding.	243.00	LF	1.50	364.50	2.00	486.00	1.00	243.00
34	Imported pipe zone backfill.	243.00	LF	1.00	243.00	4.00	972.00	1.00	243.00
35	Trench safety.	243.00	LF	1.00	243.00	1.00	243.00	1.00	243.00
	SCHEDULE A - BASE BID TOTAL				**$279,208.06**		**$311,190.20**		**$343,105.10**

City of Richland

DATE BIDS OPENED: January 30, 2017	ITB # 17-001
VANTAGE HIGHWAY PATHWAY - PHASE 1 (REBID)	

				HLT CONST INC SPOKANE, WA		TOTAL SITE SERVICES LLC RICHLAND, WA		JAMES COPRO INC RANDLE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
1	Mobilization.	1.00	LS	24,000.00	24,000.00	6,339.80	6,339.80	32,813.00	32,813.00
2	SPCC plan.	1.00	LS	1,000.00	1,000.00	1,137.31	1,137.31	1,120.00	1,120.00
3	ESC Lead.	1.00	LS	900.00	900.00	296.17	296.17	3,283.00	3,283.00
4	Record drawings (minimum bid $500)	1.00	LS	500.00	500.00	592.35	592.35	1,120.00	1,120.00
5	Removal of structures & obstructions.	1.00	LS	8,500.00	8,500.00	16,744.55	16,744.55	62,857.00	62,857.00
6	Roadway excavation including haul.	6,850.00	CY	9.00	61,650.00	8.01	54,868.50	4.63	31,715.50
7	Embankment compaction.	3,330.00	CY	3.00	9,990.00	6.24	20,779.20	6.41	21,345.30
8	Commercial HMA for pathway.	1,367.00	TON	84.00	114,828.00	90.04	123,084.68	81.20	111,000.40
9	Soil residual herbicide.	11,718.00	SY	0.11	1,288.98	0.17	1,992.06	0.35	4,101.30
10	Crushed surfacing top course.	1,541.00	CY	35.00	53,935.00	45.07	69,452.87	39.48	60,838.68
11	Detectable warning surface.	216.00	SF	40.00	8,640.00	23.69	5,117.04	24.37	5,263.92
12	Solid wall PVC storm sewer pipe 24" diameter.	54.00	LF	70.00	3,780.00	61.89	3,342.06	59.46	3,210.84
13	Imported pipe zone bedding.	54.00	LF	1.00	54.00	5.45	294.30	72.94	3,938.76
14	Imported pipe zone backfill.	54.00	LF	1.00	54.00	2.639	142.51	33.26	1,796.04
15	Trench safety.	54.00	LF	1.00	54.00	0.02	1.08	8.30	448.20
16	Trash grate 24" diameter.	2.00	EA	1,000.00	2,000.00	471.06	942.12	425.50	851.00
17	Quarry spalls (outfall pad).	2.70	CY	100.00	270.00	152.31	411.24	156.66	422.98
18	Initial mulching.	1.84	AC	2,000.00	3,680.00	1,538.93	2,831.63	1,626.00	2,991.84
19	Seeding, fertilizing & final mulching.	1.84	AC	3,000.00	5,520.00	2,691.64	4,952.62	2,818.00	5,185.12
20	Structural earth wall.	430.00	SF	50.00	21,500.00	21.32	9,167.60	44.24	19,023.20
21	Remvoing plastic line.	76.00	LF	15.00	1,140.00	14.22	1,080.72	13.43	1,020.68
22	Plastick wide lane line (8").	116.00	LF	7.00	812.00	9.48	1,099.68	8.96	1,039.36
23	Plastic stop line.	113.00	LF	8.00	904.00	14.22	1,606.86	13.43	1,517.59
24	Plastick crosswalk line.	560.00	SF	6.00	3,360.00	4.74	2,654.40	4.48	2,508.80
25	Site restoration.	1.00	LS	10,000.00	10,000.00	7,214.82	7,214.82	104,854.40	104,854.40
26	Permanent signing.	1.00	LS	6,500.00	6,500.00	9,240.66	9,240.66	3,222.00	3,222.00
27	Project temporary traffic control.	1.00	LS	6,000.00	6,000.00	10,431.28	10,431.28	6,081.00	6,081.00
28	Chain link fence Type 4.	135.00	LF	20.00	2,700.00	32.28	4,357.80	26.75	3,611.25
29	End, gate, corner & pull post for chain link fence.	4.00	EA	50.00	200.00	50.35	201.40	520.50	2,082.00
	ELECTRICAL								
30	Conduit pipe 2" diameter.	88.00	LF	2.00	176.00	1.51	132.88	7.11	625.68
31	Conduit pipe 3" diameter.	155.00	LF	4.00	620.00	2.63	407.65	9.07	1,405.85
32	Electrical trench.	243.00	LF	5.00	1,215.00	2.80	680.40	1.15	279.45
33	Imported pipe zone bedding.	243.00	LF	1.00	243.00	1.84	447.12	5.55	1,348.65
34	Imported pipe zone backfill.	243.00	LF	1.00	243.00	1.31	318.33	24.28	5,900.04
35	Trench safety.	243.00	LF	1.00	243.00	0.0049	1.19	0.86	208.98
	SCHEDULE A - BASE BID TOTAL				$356,499.98		$362,364.87		$509,031.81

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Resolutions – Adoption

Key Element:

Subject:
Resolution No. 28-17, Authorizing a Consulting Services Contract with PFM Financial Advisors LLC for Municipal Advisory Services Related to Bond Financing

Department:	Ordinance/Resolution Number:	Document Type:
Administrative Services	28-17	Resolution

Recommended Motion:
Adopt Resolution No. 28-17, authorizing the City Manager to sign and execute a contract with PFM Financial Advisors LLC for an amount not to exceed $200,000 for Municipal Advisory Services.

Summary:
The City's 2017 CIP contemplates issuing LTGO bonds for City Hall construction, and Revenue bonds for Water projects and Sewer projects this year. In addition, there are opportunities for refunding 2006 LTGO bonds and 2007 Electric Revenue bonds to save on interest costs. Since 2014, the City of Richland has retained the services of PFM Financial Advisors LLC ("PFM", formerly Public Financial Management, Inc.) to provide independent advice and analysis of the City's debt and the bond markets, assistance in preparing the required Official Statement ("OS") and other documents associated with bond issuance, and preparation for obtaining bond ratings from rating agencies. PFM also works on the City's behalf to ensure that debt structure and underwriting costs are reasonable. Due to the number of potential financings this year, the City expects PFM's fees to be over the $50,000 limit for administrative approval of the consulting contract.

Fees paid to PFM for work related to specific debt issuance are based on the amount of bond proceeds, plus an hourly rate for assistance in preparing the OS. These fees, like any other bond issuance costs, are paid out of bond proceeds, and the amount of bond issuance is sized accordingly. Certain other financial advisory services related to debt, but not necessarily to a specific debt issuance, are described in the contract as special projects paid at hourly rates plus travel, and would be covered under a separate contract.

Staff recommends approval of Resolution 28-17 to allow the City to retain PFM's services.

Fiscal Impact: Based on the possibility of up to three financings totaling approximately $51 million, PFM's fees may reach approximately $200,000 in 2017, all of which would be financed by the bond proceeds.

Attachments:
1. Res. No. 28-17
2. PFM Consulting Services Contract

RESOLUTION NO. 28-17

A RESOLUTION of the City of Richland approving a Consulting Services contract with PFM Financial Advisors, LLC.

WHEREAS, the City of Richland's 2017 Capital Improvement Plan (CIP) anticipates the issuance of both LTGO and Revenue bonds in the current year; and

WHEREAS, since 2014 the City has retained the services of PFM Financial Advisors LLC ("PFM"), an independent registered municipal advisor for bond-related advice and analysis; and

WHEREAS, Richland Municipal Code (RMC) 3.04.130 allows the City Manager to establish a policy exempting certain procurements or classes of procurements from the competitive process; and

WHEREAS, City Policy No. 2220, Exemptions to Competitive Solicitation Requirements, exempts services related to debt issuances; and

WHEREAS, RMC 3.04.060 requires City Council authorization for all service contracts greater than $50,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign the contract for 2017 consulting services provided by PFM.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 7th day of February, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this 7th day of February , 2017 by and between the City of Richland, 505 Swift Ave., Richland, Washington, (hereinafter referred to as the "City"), and PFM Financial Advisors LLC (PFM), 1735 Market Street, 43rd Floor, Philadelphia, PA 19103 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall provide financial advisory and consulting services for the City.

b) The following exhibit(s) are attached hereto and made a part of this Agreement:
   (i) Exhibit A: Scope of Work

c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
   (i) Exhibit A: Scope of Work

2) GENERAL REQUIREMENTS

a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation.

b) The Consultant shall prepare a monthly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2017. This contract may be renewed annually by mutual agreement of both parties for an additional two (2) years. Total life of this contract shall not exceed three (3) years.

4) PAYMENT

a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed two hundred thousand dollars ($200,000.00) annually. Payment shall be made on the basis of Exhibit A, herein. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.

b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.

c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.

d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.

e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.

f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) <u>TERMINATION</u>

a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.

b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) <u>AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION</u>

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

b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay $.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.

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

d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.

b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolved by legal action.

10) DEBARMENT CERTIFICATION

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

www.sam.gov and
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

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 insurance appropriate to the Consultant's profession.

c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

d) Other Insurance Provisions. The Consultant's 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 the Consultant's insurance and shall not contribute with it.

e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.

h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach,

immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

i) Public Entity Full Availability of Consultant Limits. If the 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 the Consultant, irrespective of whether such limits maintained by the 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 the 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 negligent or intentionally wrongful acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15) STANDARD OF CARE

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

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

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

Purchasing Manager	Contact Name:	Susan Musselman
City of Richland	Name of Firm:	PFM Financial Advisors LLC
2700 Duportail Street, Bldg. 200	Address:	1200 5th Avenue
PO Box 190, M/S #11	Address:	Suite 1220
Richland, WA 99352	Address:	Seattle, WA 98101
Email: purchasing@ci.richland.wa.us	Email:	musselmans@pfm.com
Phone: (509) 942-7710	Phone Number:	360.445.0238
Fax: (509) 942-7397	Fax Number:	206.264.9699

18) EQUAL OPPORTUNITY AGREEMENT

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

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

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

21) CHANGE IN LAW

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

22) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose 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. Notwithstanding the foregoing, Consultant may disclose such information if required to do so by law or regulatory or judicial process.

23) CHANGES OF WORK

a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.

b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

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

25) REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

Consultant is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If the City has designated the Consultant as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. The Consultant shall not be responsible for, or have any liability in connection with, verifying that the Consultant is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). The City acknowledges and agrees that any reference to the Consultant, its personnel and its role as IRMA, including in the written representation of CITY required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by the Consultant. The City further agrees not to represent that the Consultant is the City's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without the Consultant's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to their clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in the Consultant's Disclosure Statement delivered to the City together with this Agreement.

INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records ("Data") in the possession of the City or any third party necessary for carrying out any services to be performed under this Agreement shall be furnished to the Consultant and the City shall, and shall cause its agent(s) to, cooperate with the Consultant in its conduct of reasonable due diligence in performing the services, including with respect to the facts that are necessary in its recommendation(s) to the City in connection with a municipal securities transaction or municipal financial product and/or relevant to the

City's determination whether to proceed with a course of action. To the extent the City requests that the Consultant provide advice with regard to any recommendation made by a third party, the City will provide to the Consultant written direction to do so as well as any Data it has received from such third party relating to its recommendation. The City acknowledges and agrees that while the Consultant is relying on the Data in connection with its provision of the services under this Agreement, the Consultant makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

_____
CYNTHIA D. REENTS, ICMA-CM
City Manager

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER D. KINTZLEY
City Attorney

CONSULTANT

_____
Signature

_____
Printed Name

_____

_____
Address

Phone: _____

Email: _____

Fax: _____

EXHIBIT A: Scope of Work

The Advisor will provide financial advisory and consulting services to the City relating to the issuance of general obligation or revenue bonds, to include, but not limited to:

- Assist the City in developing a financing strategy and bond structure that best meets the City's needs. Review and advise the City relative to any financing proposals provided by other parties.
- Develop a work plan and time schedule for any financing.
- As requested by the City, meet with the City Council (the "Council") or other representatives of the City, to provide information and discuss recommendations, as appropriate.
- Advise the City on method of sale for any financing, or use of bank placement.
- Evaluate and make a recommendation on the number of ratings and rating agenc(ies) to use. Present the bond issue to the bond rating agency and bond insurers, if advisable, and work with the agencies to secure the best possible results.
- Provide guidance to the City in matters relating to the terms to be negotiated with providers of other services relative to the financing.
- Coordinate with bond counsel in regard to legal documentation for any financing and provide review and input as appropriate.
- Review (or upon request, assist in the preparation of, for an additional fee) the City's Preliminary Official Statements and final Official Statements for use in marketing any bonds and meeting regulatory requirements.
- Assist the City in selecting an underwriter for a negotiated sale of bonds. Review and oversee the Underwriter's bond marketing plan, review the interest rates, reoffering yields, Underwriter's compensation and other terms and conditions of the sale, and advise the City on the reasonableness of the Underwriter's purchase proposal.
- For any competitive sale of bonds, prepare official notice of sale, recommend sale parameters, take steps necessary to ensure broad market exposure of the issue, through the use of newswire services and official statement distribution, and perform additional steps necessary and customary for competitive bond sales.
- Coordinate parties to the closing, and ensure wire instructions and transfer amounts are confirmed.
- Provide additional services directly related to the successful completion of financing.

1. Financial consulting or general financial services are to be considered Special Projects, and will be set forth in a written scope of services including compensation relating thereto, including but not limited to:
2. Assist City in the formulation of Financial and Debt Policies and Administrative Procedures.
3. Assist City in the development of City's Capital Improvement Program by identifying sources of capital funding.
4. Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt

issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by City.

5. Conduct strategic financial modeling and planning and related consulting.

COMPENSATION

Compensation for Consulting Services

For Consulting Services as defined in the scope above, PFM will be compensated in accordance with the following hourly schedule. Maximum compensation shall not exceed $10,000.

Position Title	Hourly Rate
Director/Managing Director	$315
Senior Managing Consultant	$295
Senior Analyst	$250
Analyst	$210
Associate	$185

Compensation for Financing Services

For Financing Services, as described in the scope above, PFM will be compensated in accordance with the following fee schedule for proceeds related to each separate bond issue:

For financing proceeds up to $20 million: $1.50 per $1,000, with a $20,000 minimum
For financing proceeds up to $75 million: $30,000 plus $0.75 per $1,000 over $20 million
For financing proceeds over $75 million: $75,000 plus $0.25 per $1,000 over $75 million

For multiple financings completed under a common financing plan, the parties may negotiate a reduced fee, depending on the amount of time between financings.

Official Statement Preparation

PFM will coordinate and assist with preparation of bond official statements, with compensation based on an additional fee which will depend on the estimated time involved in preparation of the official statement. This cost is estimated at approximately $8,000 to $12,000 depending on the complexity of the transaction. Although the Consultant may assist with preparation of official statements, the City is primarily responsible for providing accurate and complete information for inclusion in the official statement, and will be responsible for reviewing the official statement.

Expenses

In addition to financial advisory and consulting fees, the City will reimburse the firm for costs of travel as identified in Section 4 Payment d) of Contract No. 37-17 completed at the request of the City, as well as telephone, postage, and similar direct charges. Additionally, the City will be responsible for payment of costs of any of the City's third-party services requested on behalf of the City (i.e. bond ratings, official statement printing, electronic dissemination of official statements, bond counsel, trustee and CPA verification).

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Expenditures from January 9, 2017 - January 27, 2017 for $12,320,182.85 including Check Nos. 241357-241948, Wire Nos. 6339-6353, Payroll Check Nos. 114765-115283, and Payroll Wire/ACH Nos. 9752-9790

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:
Approve the expenditures from January 9, 2017 to January 27, 2017 in the amount of $12,320,182.85.

Summary:
Breakdown of Expenditures:

Check Nos.	241357-241948	3,237,959.37
Wire Nos.	6339-6353	4,492,331.62
Payroll Check Nos.	114765-115283	52,293.31
Payroll Wires/ACH	9752-9790	4,537,598.55
TOTAL		$12,320,182.85

Fiscal Impact:
Yes

Total Disbursements: $12,320,182.85. Disbursements (wire transfers) include $3,937,747.00 for purchase power.

Attachments:
1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JANUARY 9 - JANUARY 27, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6339 to 6353		
AW Rehn Insurance	Fire Health Reimbursement Account	315.00
Bonneville Power Administration	Purchase Power	3,937,747.00
CIGNA Health	Funding for new TPA Imprest Account	39,816.68
Conover	Section 125	7,645.00
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,344.00
LEOFF Trust	Fire Health Premiums	76,581.28
Vision Service Plan	Monthly Vision Premium	8,656.00
Zenith Administrators/Matrix	Insurance Claims	420,226.66
	Total Claim Wire Transfers	$ 4,492,331.62
Payroll Wires & Direct Deposits (ACH) - Wire No. 9752 to 9790		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$ 4,537,598.55
	Total Claim & Payroll Wires/ACH	**$ 9,029,930.17**

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
ALBERT SANTJER		133099	241552	CPL LATE RENEWL PAYMENT REFUND	$10.00
BANK OF AMERICA		TXN00030439	241620	PAYPAL NTOA - REGISTRATION 17	$79.00
		TXN00030478		DELTA AIR -MATHENY 17-006 SHOT	$279.20
		TXN00030481		NATIONAL SHOOTING SPOR - SHOT	$60.00
		TXN00030690		PAYPAL IAPE - MEMBERSHIP RENE	$50.00
		TXN00030768		WA.ECON. DEV.- 2017 CONF TUITI	$225.00
BARRACUDA NETWORKS INC	P057303	1591748	241857	Barracuda Annual Renewal per q	$4,448.00
BECKER, PHIL		16-467 BECKER	241363	16-467 AZ MFG & COLLECTION	$193.00
BENTON COUNTY TREASURER		1216BC	241364	CRIME VICTIMS COMP BCDC-DEC 16	$468.62
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		DEC 2016	241658	HELPING HANDS 4TH QTR 2016	$3,186.52
CITY OF RICHLAND		120816	241377	CASHIER SHORTAGE-HANE	$0.20
FLORENCE, ANDREW C		17-001 FLORENCE	241882	17-001 FBI-LEEDA SPRVSR INS	$804.40
WA STATE DEPARTMENT OF REVENUE		Q4-16LHT	241795	LEASEHOLD TAX-4TH QTR 2016	$75,431.88
WASHINGTON STATE PATROL		I17004450	241797	BACKGROUND CHECKS-DEC 2016	$744.00
WASHINGTON STATE TREASURER		1216WS-	241462	FINES & FORFEITURES BC-DEC 16	$27,263.53
				FINES & FORFEITURES BC-DEC 16	$1,139.50
WEBCHECK INC		5586	241798	WEBCHECK SRVC DEC 16	$938.30
XIOLOGIX LLC	P057318	5048	241466	EMC PowerPath Renewal Contract	$148.62
				UNASSIGNED TOTAL****	**$115,469.77**
Division: 001 CITY COUNCIL					
BANK OF AMERICA		TXN00030499	241620	4IMPRINT-POLO SHTS	$1,504.16
		TXN00030595		4IMPRINT-POLO SHTS-RPLCMT	$61.72
		TXN00030604		HOTEL MONTELEONE N ORL - Credi	($346.09)
		TXN00030656		4IMPRINT-COR CAPS	$1,109.09
		TXN00030704		4IMPRINT-COR JKTS	$251.48
		TXN00030706		4IMPRINT-COR JKTS	$251.48
PARADISE BOTTLED WATER CO		10/16-CITYATTORNE	241748	BOTTLED WATER-OCTOBER	$22.01
		11/16-CITYATTORNE		BOTTLED WATER-NOVEMBER	$25.40
		12/16-CITYATTORNE		BOTTLED WATER-DECEMBER	$9.14
VERIZON WIRELESS	P057358	9777802394	241931	VERIZON CHARGES FOR DECEMBER	$180.14
				CITY COUNCIL TOTAL****	**$3,068.53**
Division: 100 CITY MANAGER					
BANK OF AMERICA		TXN00030474	241620	ALBERTSONS-CKE-PD-N-FUL	$27.99
		TXN00030610		FIESTA MEX RSTNT-CM DIR MTG	$179.98
		TXN00030771		TC HERALD-SUBSCRPTN	$187.77
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$38.67
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$55.70

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				CITY MANAGER TOTAL****	**$490.11**
Division: 101 CITY CLERK					
BANK OF AMERICA		TXN00030346	241620	Record Ord 68-16 & 69-16	$81.00
		TXN00030597		Record Ord 59-16	$155.80
BENTON COUNTY AUDITOR		2016 GENERAL	241654	NOV 2016 GENERAL ELECTION COST	$1,871.29
CODE PUBLISHING INC		55118	241380	RMC ELECTRONIC UPDATES 12/16	$559.07
		55231		RMC ELECTRONIC UPDATES 12/16	$605.66
		55316	241866	RMC ELECTRONIC UPDATES 01/17	$360.99
PARADISE BOTTLED WATER CO		10/16-CITYATTORNE	241748	BOTTLED WATER-OCTOBER	$6.61
		11/16-CITYATTORNE		BOTTLED WATER-NOVEMBER	$7.62
		12/16-CITYATTORNE		BOTTLED WATER-DECEMBER	$2.75
TRI CITY HERALD	S017255	2788017	241928	MTG NOTICE 120616 COUNCIL RAN	$29.66
	S017255	2814862		PHN 120616 PW RAN ON 12/4/16	$32.13
	S017255	2823611		ORD 67-16 PW AD #2823611	$51.91
	S017255	2823660		ORD 66-16 PW AD #2823660	$29.66
	S017255	2823673		ORD 69-16 CDS AD #2823673	$32.13
	S017255	2823735		ORD 65-16 AS AD #2823735	$27.19
	S017255	2823962		ORD 68-16 ADS AD #2823962	$32.13
	S017255	2824823		ORD 72-16 122016 CA	$24.15
	S017255	2834490		MTG NOTICE 122016 COUNCIL	$27.19
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$36.11
				CITY CLERK TOTAL****	**$3,973.05**
Division: 102 CITY ATTORNEY					
BANK OF AMERICA		TXN00030514	241620	STARBUCKS - SHARED VALUES	$50.00
		TXN00030525		LU LU'S CRAFT BAR - CA/CC RETR	$83.68
		TXN00030636		STARBUCKS - SHARED VALUES	$25.00
		TXN00030742		ALASKA AIR - WCIA MEETING	$182.20
		TXN00030743		STAPLES - MISC SUPPLIES	$101.95
BELL BROWN & RIO PLLC		822	241475	PROSECUTION SRVCS-JANUARY	$22,143.88
BENTON COUNTY TREASURER		DECEMBER 2016	241938	DISTRICT COURT/OPD COSTS DEC	$126,914.36
COLUMBIA INDUSTRIES SUPPORT LLC		0043440	241684	ON SITE SHREDDING WO #0067614	$40.29
KENYON DISEND PLLC		184932	241728	LEGAL SERVICES-GOLF COURSE	$4,803.45
MENKE JACKSON BEYER LLP		11&12/2016-068	241738	SIGN CODE REVIEW	$15,869.90
		12/2016-065	241899	GENERAL (CITY ATTY)	$419.50
OGDEN MURPHY WALLACE, PLLC		731462	241904	MOBILITIE CONSORTIUM-DEC	$618.60
PARADISE BOTTLED WATER CO		10/16-CITYATTORNE	241748	BOTTLED WATER-OCTOBER	$4.41
		11/16-CITYATTORNE		BOTTLED WATER-NOVEMBER	$5.08
		12/16-CITYATTORNE		BOTTLED WATER-DECEMBER	$1.83
PRONTO PROCESS SERVICE INC		PTO-2017000055	241435	MESSENGER SERVICE-DECEMBER	$40.00
SUMMIT LAW GROUP PLLC		82460	241945	EMPLOYEE INVESTIGATIONV	$4,486.70

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE CICOTTE LAW FIRM, PLLC		4099	241947	PLAN COMPLIANCE REVIEW	$691.25
THOMSON REUTERS-WEST		835344953	241799	INFORMATION CHARGES-DEC 2016	$2,171.87
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$38.67
	P057399			VERIZON CELL PHONE CHARGES Inv	$38.67
XEROX CORPORATION		087605132	241801	W7855 BASE CHRG/PRINTS-DEC	$48.74
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$57.49
				CITY ATTORNEY TOTAL****	**$178,837.52**
Division: 110 ASSISTANT CITY MANAGER					
BANK OF AMERICA		TXN00030519	241620	OFFICE DEPOT-OFC SPLY	$11.94
		TXN00030524		OFFICE DEPOT-KEYBD-JAYRS	$110.86
		TXN00030558		OFFICE DEPOT - OFC SPLY	$53.70
		TXN00030648		LU LUS-JMA-ZR-ECON DEV	$34.41
		TXN00030783		PAYPAL SGR - REG-JMA	$399.00
PARADISE BOTTLED WATER CO		10/16-CITYATTORNE	241748	BOTTLED WATER-OCTOBER	$6.61
		11/16-CITYATTORNE		BOTTLED WATER-NOVEMBER	$7.62
		12/16-CITYATTORNE		BOTTLED WATER-DECEMBER	$2.75
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$38.92
XEROX CORPORATION		087605132	241801	W7855 BASE CHRG/PRINTS-DEC	$236.69
				W7855 BASE CHRG/PRINTS-DEC	$48.01
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$37.54
				ASSISTANT CITY MANAGER TOTAL****	**$988.05**
Division: 111 COMMUNICATIONS & MARKETING					
BANK OF AMERICA		TXN00030326	241620	SMARTSHEET-SUBSCR	$123.80
		TXN00030329		ISTOCK-STOCK PHOTOS	$12.00
		TXN00030341		OFFICE DEPOT-PODIUM	$217.19
		TXN00030351		FACEBK DQQANAEKW2-NOV	$19.41
		TXN00030359		OFFICE DEPOT-PODIUM CR	($217.19)
		TXN00030435		STK SHUTTERSTOCK, INC.	$29.00
		TXN00030466		FROST ME SWEET-SHD VALS	$32.58
		TXN00030472		CAN CANONUSA-SPEEDLITE	$162.89
		TXN00030492		AMPLIVOX SOUND SYSTEMS/PODIUM	$1,605.07
		TXN00030506		COSTCO.COM-SUPLIES	$144.74
		TXN00030516		STAPLES-DESK PD	$9.86
		TXN00030545		STAPLES-STRIPS CALEDAR	$14.11
		TXN00030612		MY BINDING COM-COMBS	$427.41
		TXN00030660		TARGET-MIRROR-STUDIO	$6.51
		TXN00030700		FASTSIGNS-PODIUM SIGN	$47.03
		TXN00030721		B&H PHOTO-SENSEI BULB	$26.41
		TXN00030732		LU LU CRAFT BAR-CMO-KPR	$19.83
		TXN00030778		TCRGNL CHMBR-TC WBC-HL	$105.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030792	241620	ADOBE-STOCK SMALL ALL	$32.57
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$76.15
XEROX CORPORATION		087605148	241801	D95 PRINT SHOP BASE CH-DEC	$384.40
		087605149		C75 PRINT SHOP COPIER-DEC	$140.31
		087605150		C75 PRINT SHOP COPIER-DEC	$425.01
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$13.92
				PHONE CHARGES 12/23-1/22/17	$0.27
				PHONE CHARGES 12/23-1/22/17	$14.05
				COMMUNICATIONS & MARKETING TOTAL****	**$3,872.33**
Division: 112 CABLE COMMUNICATIONS					
BANK OF AMERICA		TXN00030516	241620	STAPLES-CD/DVD SLIM CS	$28.37
		TXN00030624		STAPLES-DVD-R	$38.37
		TXN00030651		CREATIVELIVE INC-CTYVW	$510.40
UNITED PARCEL SERVICE	S017250	000986641027	241597	2ND DAY AIR FTO KRAMER ELETRON	$15.88
	S017257	000986641037	241929	WEIGHT CORRECTION FOR PKG TO 3	$17.14
	S017257			2ND DAY AIR PKG W/INSURANCE TO	$108.95
VECTOR BROADCAST LLC	S017240	4125	241599	QUARTERLY MAINTENANCE FOR AUDI	$1,859.78
	S017240	4125 RETAINAGE	241930	QUARTERLY MAINTENANCE FOR AUDI	$203.62
WASHINGTON ASN OF TELECOMMUNICATIONS OFFICERS	P057407	01-2017-RICH	241932	WATOA MEMBERSHIP FEE FOR 2017	$100.00
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$15.27
				CABLE COMMUNICATIONS TOTAL****	**$2,897.78**
Division: 113 HANFORD COMMUNITIES					
BANK OF AMERICA		TXN00030677	241620	AGENT FEE-ECA PE DC-PBL	$35.00
		TXN00030684		ALASKA AIR-DC-PBL-ECA-PE	$549.20
		TXN00030777		AGENT FEE-PHOENIX-EM-PBL	$35.00
		TXN00030786		ALASKA AIR-PHOENIX-EM CONF	$301.20
PARADISE BOTTLED WATER CO		10/16-CITYATTORNE	241748	BOTTLED WATER-OCTOBER	$4.41
		11/16-CITYATTORNE		BOTTLED WATER-NOVEMBER	$5.08
		12/16-CITYATTORNE		BOTTLED WATER-DECEMBER	$1.83
XEROX CORPORATION		087605132	241801	W7855 BASE CHRG/PRINTS-DEC	$48.74
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$9.72
				HANFORD COMMUNITIES TOTAL****	**$990.18**
Division: 120 FIRE					
BANK OF AMERICA		TXN00030412	241620	ALBERTSONS - BC RETREAT	$29.88
		TXN00030414		STARBUCKS - BC RETREAT	$17.32
		TXN00030437		CHARTER - STA INTERNET FEES	$251.20
		TXN00030457		AMAZON - DIAL, LYSOL, TLT BRSH	$56.50
				AMAZON - CAR WASH	$10.34
		TXN00030458		AMAZON - LYSOL, DAWN, CLOROX	$93.59

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030511	241620	STARBUCKS - BLUE RUDDER TRNG	$17.32
		TXN00030528		SPUDNUT SHOP - BLUE RUDDER	$18.35
		TXN00030534		PROVANTAGE - TONER CART'S	$258.42
		TXN00030563		IAAI - RAMSAY FIT INV CERT'N	$90.00
		TXN00030603		GMRS OUTLET - ICOM LAPEL MIC	$577.47
		TXN00030606		GMRS OUTLET - ICOM RADIOS	$1,309.00
		TXN00030619		AMAZON - STANLEY FUBAR III	$385.40
		TXN00030639		FIRE STORE - HYDRANT BAG	$113.58
		TXN00030659		FARMERS EXCHANGE - CHAIN SAW	$799.25
		TXN00030661		FARMERS EXCHANGE - REPAIR	$14.64
		TXN00030669		TECHSMITH - SNAGIT SW DOWNLOAD	$46.64
		TXN00030670		DRI TECHSMITH -CAMTASIA SW DOW	$194.39
		TXN00030673		HOME DEPOT - CRDLS DRILL	$343.08
		TXN00030744		AMAZON - DISH SOAP	$23.94
		TXN00030767		AMAZON - BOTTLELESS H2O DISP	$728.46
		TXN00030790		BASECAMP - DEC MONTHLY FEES	$54.30
		TXN00030791		FULL SOURCE LLC - SAFETY VESTS	$824.38
BLUE RUDDER		141	241664	BC LEADERSHIP COURSE SERIES	$6,000.00
		142		BC LEADERSHIP COURSE SERIES	$2,357.96
CASCADE FIRE EQUIPMENT CORP DBA		118449	241669	HYDRO TESTING (X12)	$162.30
CHAPLAIN SERVICES NETWORK		RFD-12312016	241673	CHAPLAIN SRVCS OCT-DEC 2016	$236.25
CITY OF KENNEWICK		012669	241675	AFG GRANT PREP	$177.78
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$3,553.21
D&D TELECOMMUNICATION PROPERTIES LLC		307-	241562	PERRY MONUMENT RD RENT-JAN	$737.93
FEDERAL EXPRESS CORP		5-653-53161	241704	SCBA PART RETURN	$4.69
FORESTRY CONSERVATION COMMUNICATIONS ASSOC.		F160190	241708	PUBLIC WORKS SIMULCAST	$1,200.00
FRONTIER		12/16 2061880334	241710	VHF PHONE LINE 12/19-01/18/17	$422.86
		12/16 2530045365		SILVER CLOUD PHONE LINE	$66.64
INTERNATIONAL MUNICIPAL SIGNAL ASSN		M170012	241569	MODIFY CALL SIGN WQLF400	$1,600.00
NATIONAL FIRE PROTECTION ASSN		6838360X	241585	CODES ON LINE 2017 RENEWAL	$1,495.00
OXARC INC		F342548	241747	FIRE EXTINGUISHER SRVC/RECHRG	$96.44
PARADISE BOTTLED WATER CO		11/16-FIRE ST 71	241748	BOTTLED WATER-NOVEMBER	$83.87
		11/16-FIRE ST 72		BOTTLED WATER-NOVEMBER	$65.57
		11/16-FIRE ST 73		BOTTLED WATER-NOVEMBER	$47.27
		11/16-FIRE ST 74		BOTTLED WATER-NOVEMBER	$51.84
		12/16-FIRE ST 71		BOTTLED WATER-DECEMBER	$93.02
		12/16-FIRE ST 72		BOTTLED WATER-DECEMBER	$102.17
		12/16-FIRE ST 73		BOTTLED WATER-DECEMBER	$60.99
		12/16-FIRE ST 74		BOTTLED WATER-DECEMBER	$42.69
PRO ACTIVE FIRE TRAINING		DEC 2016	241753	ADVANCED ITAC CLASS 12/28-29	$2,276.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PUBLIC SAFETY TESTING INC		2016-7259	241755	4TH QTR 2016 SUBSCRIPTION FEES	$283.60
RADIOSOFT INC		1691066	241758	PUBLIC WORKS SIMULCAST	$735.00
REENTS, DEAN E		2946	241911	REIMBURSE SHOE REPAIR EXP	$14.00
RICHLAND ACE HARDWARE		212441	241439	ICE MELT	$9.33
		212562	241589	BUNGEE CORDS	$34.58
		54509	241764	CABLE BOOSTER 10'GA BAG	$21.71
		54697		FLOOD LIGHT	$8.68
		54781	241589	BUNGEE CORDS	$10.38
RICHLAND BELL FURNITURE INC		5548	241440	RECLINERS (3)	$346.00
				RECLINERS (3)	$2,569.90
RICHLAND NAPA		375316	241414	ICE MELT	$32.53
		375495		D EARTH	$73.24
		375498		ICE MELT	$13.01
		375499		ICE MELT	$26.02
SPRINT		891160522-154	241771	RFD CELL PHONES 11/18-12/17/16	$109.59
TARGETSOLUTIONS LEARNING, LLC	P057094	INV00000017331	241452	Target Solutions Platform Prem	$4,587.00
UNIVERSITY OF WASHINGTON		CE000136675-	241598	2017 FIRE MARSHAL WEBINARS	$800.00
UPTOWN CLEANERS		30871	241791	LINEN/UNIFORM LAUNDRY SRVCS	$265.20
		30932		LINEN/UNIFORM LAUNDRY SRVCS	$231.80
		31021		LINEN/UNIFORM LAUNDRY SRVCS	$278.00
		31059		LINEN/UNIFORM LAUNDRY SRVCS	$293.69
		31119		LINEN/UNIFORM LAUNDRY SRVCS	$278.23
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$774.02
	P057399			VERIZON CELL PHONE CHARGES Inv	$336.10
XEROX CORPORATION	P057374	087207864	241936	OFFICE COPIER LEASE/USAGE (NOV	$338.15
	P057405	087605147		ST 73 MFD - 4TH QTR MAINT PLAN	$32.58
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$204.40
				FIRE TOTAL****	**$39,898.67**
Division: 130 POLICE					
101 CLEANERS		12/16-9427360	241606	UNIFORM LAUNDRY SRVCS-DEC	$190.22
ADVENTOS LLC		3277	241469	SMARTFORCE LICENSE FEES-2017	$13,575.00
AMERICAN MESSAGING SERVICES LLC		W4100724RA	241471	PAGER RENTAL JANUARY 2017	$47.80
ANOVAWORKS		1128	241359	HEARING TESTING-RPD 12/6-12/13	$1,620.00
BANK OF AMERICA		TXN00030324	241620	JN TACTICAL - VANDAL BR3SH SIN	$409.00
		TXN00030334		LAW ENFORCEMENT TARGETS - DUMM	$51.91
		TXN00030343		FRED-MEYER - CORDSET	$8.13
		TXN00030353		ZZOUNDS.COM - WIRELESS IN EAR	$524.99
		TXN00030354		PALACE ADV ROOM DEP - Credit	($80.63)
		TXN00030368		SIRCHIE -MASKS/GLOVES/CLEANER	$200.65
		TXN00030371		SPS MARKETING, INC - Credit	($49.69)
		TXN00030376		SUNWEST SPORTSWEAR - BEANIE HA	$333.29

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030378	241620	OAKLEY, INC. -SAFETY GLASSES	$463.29
		TXN00030380		SPORTSMANS WAREHOUSE 207 -GUN	$799.98
		TXN00030384		SANDYS TROPHIES INC -NAME TAPE	$84.38
		TXN00030402		GLOBAL ASSETS TAC GROUP - DOOR	$357.46
		TXN00030405		WAL-MART #3261 -RCA ADAPTER	$10.82
		TXN00030406		OFFICE DEPOT #2766 - DYMO LABE	$147.69
		TXN00030409		AMAZON - PHONE CASE	$18.98
		TXN00030426		UPS 0000002654EE496	$29.97
		TXN00030430		WM SUPERCENTER #3261 - TAPE	$19.42
		TXN00030434		WOOS TERIYAKI - COMMAND STAFF	$99.82
		TXN00030445		EAGLE PRINTING INC - BADGES/PE	$1,174.40
		TXN00030471		UPS 0000002654EE476	$20.75
		TXN00030473		UPS 0000002654EE486	$79.58
		TXN00030475		FIRSTSPEAR - GUN BELT/PLATFROM	$183.48
		TXN00030494		THE HOME DEPOT - TAPE/SCREWDRI	$320.24
		TXN00030495		TRI-CITIES BATTERY - BATTERIES	$358.55
		TXN00030500		SUNWEST SPORTSWEAR - RPD TSHIR	$1,946.81
		TXN00030522		THE HOME DEPOT -TOOL BOX/INSPE	$281.11
		TXN00030536		UPS 0000002654EE506	$29.74
		TXN00030546		SUNWEST SPORTSWEAR - LANYARDS/	$1,187.16
		TXN00030553		STAPLES - PAPER	$252.92
		TXN00030562		SQ EATZ PIZZERIA -PIZZA TRAIN	$152.32
		TXN00030567		SUNWEST SPORTSWEAR -SCARVES/KN	$560.43
		TXN00030596		SWATOOLS - Credit	($662.24)
		TXN00030608		AMAZON MKTPLACE PMTS - LABEL W	$133.95
		TXN00030609		STAPLES - WIPES/CUPS/PLATES/TA	$171.77
		TXN00030613		STAPLES - EXAM GLOVES	$310.38
		TXN00030622		MULTI-HEALTH SYSTEMS -EMOTIONA	$60.00
		TXN00030653		5.11 TACTICAL.COM - TRAFFIC CO	$279.17
		TXN00030664		BC SALES CO INC - BOOTS CROUCH	$206.29
		TXN00030665		UPS 0000002654EE516	$19.48
		TXN00030676		EAGLE PRINTING INC - TRAVEL MU	$397.80
		TXN00030681		KENNEWICK RANCH & HOME - BOOTS	$439.67
		TXN00030686		SQ FAT OLIVES -VOLUNTEER RECO	$380.00
		TXN00030688		NIKE.COM - BOOTS PARISH	$217.20
		TXN00030699		STAPLES - POST IT NOTES	$28.01
		TXN00030702		5.11 TACTICAL.COM - DUTY BAG	$328.49
		TXN00030705		WWW.NEWEGG.COM - HARD DIS DRIV	$452.23
		TXN00030715		BEST BUY -SEAGATE BACKUP PLUS	$89.04
		TXN00030722		AMAZON.COM -SYNOLOGY DISK STAT	$1,721.09
		TXN00030725		LOWES #00249 - 100FT CLOSED CA	$16.27

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030727	241620	THE HOME DEPOT - KNEE PADS/BLA	$61.10
		TXN00030736		OFFICE DEPOT -ADDRESS LABELS	$38.00
		TXN00030741		SPORTSMANS WAREHOUSE -P-TEC RE	$96.62
		TXN00030746		UPS 0000002654EE526	$61.50
		TXN00030752		COSTCO WHSE #0486 - CITIZENS A	$56.00
				COSTCO WHSE #0486 - CITIZENS A	$16.84
		TXN00030772		IACIS - LICENSE	$100.00
		TXN00030775		AMAZON.COM -SPACE HEATERS	$103.72
		TXN00030781		APPLEBEES COLU54254180 - GIFT	$125.00
BENTON COUNTY PROSECUTOR'S OFFICE		4TH QTR 2016	241655	KIDS HAVEN 4TH QTR 2016	$2,695.16
BENTON COUNTY SHERIFF'S OFFICE		07/16-MEDICAL	241656	MEDICAL SUPPLIES/SRVCS-JULY	$4,184.42
		08/16-MEDICAL		MEDICAL SUPPLIES/SRVCS-AUG	$4,402.23
		09/16-MEDICAL		MEDICAL SUPPLIES/SRVCS-SEP	$10,496.52
BUSH CAR WASH		3597	241788	VEHICLE WASHES-NOVEMBER (54)	$283.50
		3755		VEHICLE WASHES-DECEMBER (53)	$280.25
CASCADE NATURAL GAS CORP		12/16-75997100005	241670	NAT GAS 871 GW WAY 11/16-12/15	$1,212.60
CHARTER COMMUNICATIONS		01/17-0309703POL	241481	RPD INTERNET SRVCS 12/29-01/28	$78.94
CITY OF PASCO		COP 002017	241559	ANIMAL TAGS-VIOLET/TEARDROP	$1,038.80
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$2,163.56
		16-417 SKINNER	241378	16-417 WASPC FALL CONFERENC	$317.50
		17-001 FLORENCE	241864	17-001 FBI/LEEDS SUPRVSR IN	$804.40
		17-002 JENKINS		17-002 FBI/LEEDA SUPRVSR IN	$834.45
DAY WIRELESS SYSTEMS		425886	241691	MOLDED GEL EAR INSERTS	$824.28
		426785		FLASHLIGHT INSTALL	$40.73
DOMESTIC VIOLENCE SERVICES		23779	241693	DOMESTIC VIOLENCE SRVCS-DEC 16	$888.50
FLORENCE, ANDREW C		17-001 FLORENCE	241882	17-001 FBI/LEEDS SUPRVSR IN	$0.05
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$65.96
GALLS, LLC	S017236	006713990	241498	CREDIT FOR RETURNED XL JACKET	($271.49)
	S017236	BC0360768		SHIPPING	$12.62
	S017236			JA935 BLK LG SABRE 2.0 JACKET	$271.49
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001229592	241568	2017 IACP DUES-COBB	$150.00
		1001230555		2017 IACP DUES-SKINNER	$150.00
		1001236773		2017 IACP DUES-J TAYLOR	$150.00
IRON MOUNTAIN INC		7346035833	241720	SHREDDING SRVCS-DECEMBER	$164.61
LANGUAGE LINE SERVICES LLC		3981874	241731	NONEMERGENCY TRANSLATION-DEC	$11.47
LARSEN GUNSMITHING & FIREARMS	P057363	9044	241577	SUREFIRE UE-SR07-BK	$1,645.29
	P057363			AIMPOINT H1 2MOA - w/ LRP MOUN	$10,181.25
	P057363			SUREFIRE M600U-Z68-BK	$3,241.71
	P057363			MAGPUL MAG592 9-SLOT M-LOK RAI	$26.06
	P057363			MAGPUL MS4SLING - DUAL QD MOUN	$863.37
	P057363			MIDWEST MCTAR-30 QD ADAPTER FO	$456.12

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LN CURTIS & SONS	P056860	INV72893	241419	DSDM45 DBL STACK DBL MAG 0.45	$31.44
MOON SECURITY SERVICES INC		855843	241584	ALARM RECEIVER & INSTALLATION	$350.78
NET TRANSCRIPTS INC		0011145-IN	241742	TRANSCRIPTION SRVS - DEC	$232.83
OXARC INC		R460354	241747	CYLINDER RENTAL-DECEMBER	$8.00
PDR DISTRIBUTION LLC		73360863	241525	PHYSICIANS DESK REFERENCE 2017	$65.11
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$264.75
QUALITY CONTROL SERVICES INC		47193	241757	CALIBRATE ANALOG BALANCE, COC	$105.00
RIVER CITY TOWING INC		15192	241766	TOW CHARGE	$48.87
		15200		TOW CHARGE	$48.87
		15205		TOW CHARGE	$48.87
		15212		TOW CHARGE	$48.87
		15221	241590	TOW CHARGE	$48.87
TRANS UNION RISK & ALTERNATIVE DATA		12/16-204527	241783	RPD RECORDS SEARCH - DECEMBER	$110.00
TREASURE VALLEY COFFEE CO		107857	241784	RPD COFFEE DELIVERY	$118.37
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$3,973.88
XEROX CORPORATION		087605139	241801	W7225PT BASE CHG/PRINTS-DEC	$230.10
		087605140		W7225PT BASE CHG/PRINTS-DEC	$230.89
		087605141		W7855PT BASE CHRG/PRINTS-DEC	$464.95
		087679250		W7845PT BASE CHRG/PRINTS-DEC	$244.09
		087696499		W7225PT BASE CHG/PRINTS-DEC	$280.42
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$7.59
				PHONE CHARGES 12/23-1/22/17	$340.05
				POLICE TOTAL****	**$85,624.30**
Division: 210 ADMINISTRATIVE SERVICES					
BANK OF AMERICA		TXN00030422	241620	UW-CREDIT-CANCELLATION CLASS-C	($59.00)
		TXN00030576		FAT OLIVES-ASD MTG-CK/IB/MC/AL	$59.28
PARADISE BOTTLED WATER CO		12/16-ADMIN SRVCS	241748	BOTTLED WATER-DECEMBER	$6.60
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$38.67
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$22.30
				ADMINISTRATIVE SERVICES TOTAL****	**$67.85**
Division: 211 FINANCE					
BANK OF AMERICA		TXN00030423	241620	UW-CREDIT-CANCELLATION CLASS-A	($118.00)
		TXN00030447		STAPLES-COVERS/LABELS/FILES/PO	$133.42
				STAPLES-RECEIPTS PAPER/PAPER	$195.00
		TXN00030468		STAPLES-VOID STAMP	$24.96
		TXN00030469		STAPLES-STACKING CRATE-MAIL	$9.76
		TXN00030482		STAPLES-POST-IT FLAGS W/DISPEN	$8.93
		TXN00030531		DOMINO'S-CUST SRV LUNCH	$44.05
		TXN00030712		STAPLES-FINANCE PAPER/BINDERS	$106.15
		TXN00030745		AMAZON-WIRELESS KEYBOARD	$60.30

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030770	241620	STAPLES-TONER/PAPER/FILES	$989.13
COLLECTORSOLUTIONS INC		2016939	241681	MERCHANT SRVC CHRGS DEC 16	$31,711.75
COLUMBIA INDUSTRIES SUPPORT LLC		0043373	241684	ON SITE SHREDDING WO #0068085	$32.13
		0043524		ON SITE SHREDDING WO #0068072	$16.07
GARDA CL NORTHWEST INC		10263931	241711	ARMORED CAR SRVCS DEC 2016	$435.20
		20201425		EXCESS LIABILITY DEC 2016	$223.20
GRIMES, KYLIE		2016 MILEAGE	241714	GRIMES MILEAGE 4/27 - 11/29	$34.56
HARRINGTON'S TROPHIES		76351	241567	NAME PLATES-SH/RB/JW	$49.41
N HARRIS COMPUTER CORPORATION		XT00123321-	241429	2016 TAX FORMS	$683.09
PARADISE BOTTLED WATER CO		12/16-ADMIN SRVCS	241748	BOTTLED WATER-DECEMBER	$13.21
				BOTTLED WATER-DECEMBER	$30.99
PITNEY BOWES INC		102833329	241433	POSTAGE METER-INK	$295.36
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$6,732.15
POSTMASTER		PERMIT 153-12/20	241434	POSTAGE 12/20-12/29/16	$1,331.14
REDSSON LTD		194479	241760	PORTAL SERVICE LOCATES-DEC	$258.00
RETAIL LOCKBOX INC		16124812	241762	UB PYMT PROCESSING DEC 2016	$2,224.29
TALENT WISE INC		96066770	241777	BACKGROUND CHECKS-DECEMBER	$24.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$52.93
	P057399			VERIZON CELL PHONE CHARGES Inv	$38.67
XEROX CORPORATION		087354061	241801	W7225PT BASE CHG/PRINTS-DEC	$162.52
		087605142		W7855PT BASE CHG/PRINTS-DEC	$303.74
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$84.43
				PHONE CHARGES 12/23-1/22/17	$148.03
				PHONE CHARGES 12/23-1/22/17	$0.22
				FINANCE TOTAL****	**$46,338.79**
Division: 212 PURCHASING					
BANK OF AMERICA		TXN00030395	241620	OFFICE DEPOT/SORTER	$14.13
		TXN00030432		OFFICE DEPOT /PAPER,SHARPIES,P	$109.43
		TXN00030594		AMAZON/SHIPPING TAGS	$77.84
		TXN00030617		NAPCP - Purchase - Membership	$495.00
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$830.27
MID COLUMBIA ENGINEERING INC	S016902	ST009068	241423	RACHAEL BALTHAZOR - BUYER 1	$712.80
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$3.55
STEEBER'S LOCK SERVICE		015280	241592	GM CHIP KEY FOR WH TRUCK	$65.16
TRI CITY HERALD	S017255	2817127	241928	CALL FOR BID JANITORIAL PAPER	$118.33
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$33.00
	P057399			VERIZON CELL PHONE CHARGES Inv	$19.33
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$65.65
				PHONE CHARGES 12/23-1/22/17	$48.79
				PURCHASING TOTAL****	**$2,593.28**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 213 INFORMATION TECHNOLOGY					
ADVANCED UTILITY SYSTEMS	P057334	MN00095235	241468	CIS Infinity Support	$65,839.31
AUTODESK INC	P057335	2017DEVR1731	241474	Autodesk Developer NW Annual R	$1,520.40
BANK OF AMERICA		TXN00030418	241620	SUBWAY -LUNCH FOR BUS ANALYST	$25.52
		TXN00030513		NEWEGG-KVM SWITCH	$314.99
		TXN00030537		NEWEGG-KVM SWITCH OUT OF STOCK	($314.99)
		TXN00030547		TECHPOWER-10k HardDrive	$1,765.84
		TXN00030618		STAPLES - OFFICE SUPPLY	$59.78
		TXN00030729		FAMOUS DAVES-IT BUS LNCHN-JMA	$366.50
BRUTZMAN'S INC		0000785532	241556	ARM CAP REPLACEMENTS FOR CHAIR	$30.78
CASELLE INC	P057390	77958	241862	ANIMAL LICENSE SOFTWARE MONTHL	$169.33
COLLABWARE	P057330	328	241484	Annual Renewal for Records Mng	$10,800.00
COLUMBIA BASIN INFORMATION TECHNOLOGY	P057381	INV-000133	241869	INTERNET SERVICE MONTHLY FEE	$800.00
GOVERNMENTJOBS.COM INC	P057336	INV19875	241502	Insight & PE SW License Rnwl,	$17,457.80
MICROFLEX INC	P057323	00022480	241518	Annual Online Service Fee	$1,303.20
MOBILEGUARD, INC		INV00205694	241740	MobileGuard's NetGuard Softwar	$1,130.00
N HARRIS COMPUTER CORPORATION	P057326	MN00094474	241522	ANNUAL MNTNC SUPPORT CAFR	$4,228.87
	P057326			ADJUST FOR TAX	$0.01
	P057375	MN00095262	241521	FMS/ HRMS Annual Mntnc from	$97,390.30
	P057375			TAX	$1,259.93
TELE WORKS INC	P057366	8971	241540	HOSTED INFINITY.TELECONNECT IV	$24,508.00
TELEMATE NET SOFTWARE	P057329	28658	241541	Annual Mntnc Call Accounting S	$2,796.00
UNITED PARCEL SERVICE	S017257	000986641037	241929	GROUND PKG TO MONNIT CORP FOR	$4.17
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON M2M CHARGES Invoice	$15.02
	P057399			VERIZON CELL PHONE CHARGES Inv	$323.76
WEBQA, INC	P057332	1131-161201	241549	GOVQA Annual Rnwl Invoice	$8,700.00
XEROX CORPORATION		087605137	241936	W7855PT BASE CHG/PRINTS-DEC	$177.31
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$279.00
				INFORMATION TECHNOLOGY TOTAL****	**$240,950.83**
Division: 220 HUMAN RESOURCES					
BANK OF AMERICA		TXN00030459	241620	NEWEGG-RACHELL KEYBOARD/MOUSE	$110.22
		TXN00030460		STAPLES-TAPE/PAPER/WASTE BSKTS	$105.53
		TXN00030462		STAPLES-LABEL MAKER RIBBON	$44.94
		TXN00030555		EMPLOYMENT SCREENING-BACKGROUN	$105.00
		TXN00030569		RITE AID-NOTEBOOKS	$51.63
		TXN00030631		STAPLES-SLASH FOLDERS	$55.35
		TXN00030635		SIMPLY STAMPS-JR HR REC STAMP	$52.80
		TXN00030637		BED BATH & BEYOND-KEURIG CUPS	$34.99
		TXN00030640		STAPLES-COPY/CONFIDENTIAL STAM	$140.68
		TXN00030644		STAPLES-PAPER/FOLDERS/PENS/MAR	$1,278.24

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030652	241620	AMAZON-LABEL MAKER/BILL TABLET	$185.79
		TXN00030672		STAPLES-DRAFT STAMPS	$68.35
		TXN00030675		STAPLES-SLASH FOLDERS	$18.44
		TXN00030788		COSTCO-KEURIG	$135.74
BIOSH		3396-B	241663	DOT DRUG/ALCOHOL SCREEN	$370.00
CABOT DOW ASSOCIATES INC		2016	241668	DEC COMPENSATION STUDY/REPORTS	$1,237.50
COLUMBIA INDUSTRIES SUPPORT LLC		0043626	241684	ON SITE SHREDDING WO #0066977	$28.05
EMPLOYMENT SCREENING SERVICES, INC		36859141194	241394	BACKGROUND/REFERENCE CHECKS	$397.00
		36892741194	241701	BACKGROUND/REFERENCE CHECKS	$65.00
MID COLUMBIA ENGINEERING INC	S016901	ST009073	241423	LORI HENDERSON - CLERICAL ASSI	$518.40
PARKER, RACHELL		2016 MILEAGE	241430	PARKER MILEAGE 1/6 -12/29/1	$257.31
SOCIETY FOR HUMAN RESOURCE MANAGEMENT		9006917459	241591	SHRM MEMBER DUES-L. PAULSEN	$199.00
TALENT WISE INC		96066770	241777	BACKGROUND CHECKS-DECEMBER	$47.96
TRANS UNION LLC		12649404	241782	CREDIT REPORTS-DECEMBER	$79.20
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$70.44
XEROX CORPORATION		087605137	241936	W7855PT BASE CHG/PRINTS-DEC	$0.81
	P056238	087605143	241801	LEASE FEES 2016 #W7855PT	$373.19
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$79.52
				HUMAN RESOURCES TOTAL****	**$6,111.08**
Division: 300	COMMUNITY &DEVELOPMENT SERVICE				
BANK OF AMERICA		TXN00030564	241620	Claim ADJ/DOMINO'S 7166 - Cred	($3.00)
		TXN00030565		FAT OLIVES -SHARED VALUES 2	$25.00
		TXN00030566		FAT OLIVES -SHARED VALUES 3	$25.00
		TXN00030571		BOBS BURGERS -SHARED VALUES 4	$25.00
		TXN00030579		FAT OLIVES - SHARED VALUES 5	$25.00
		TXN00030582		FAT OLIVES - SHARED VALUES 1	$25.00
		TXN00030584		FAT OLIVES -SHARED VALUES 6	$25.00
		TXN00030586		BOBS BURGERS - SHARED VALUES 7	$25.00
		TXN00030587		BOBS BURGERS - SHARED VALUES 8	$25.00
		TXN00030588		BOBS BURGERS - SHARED VALUES 9	$25.00
		TXN00030590		FAT OLIVES -SHARED VALUES 10	$25.00
		TXN00030591		BOBS BURGERS - SHARED VALUES 1	$25.00
		TXN00030611		CASA MIA - STAFF RECOGN.	$125.00
		TXN00030614		AMER ASSOC NOTARIE- STAMP, L.F	$32.90
LDK ASSOCIATES, LLC		650	241896	INDIAN COUNTRY SEMINAR	$325.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$68.92
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$22.55
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$846.37**
Division: 301	DEVELOPMENT SERVICES				
ABADAN INC		CNIN126812	241357	XEROX6605 MAINT 12/23-1/22/17	$128.30

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030348	241620	ALLIED ELECTRONICS- SOUND LVL	$104.69
		TXN00030390		NCS ITL CDE COUNCIL-EXAM,T.JEN	$199.00
		TXN00030397		STAPLES -MAGNETS,MARKERS,FILES	$184.02
		TXN00030505		VARIDESK - DESK RISE, C.SOMERS	$395.00
		TXN00030600		NCS ITL CDE COUNCIL-EXAMS, T.J	$398.00
		TXN00030642		STAPLES - CARD HOLDER, NOTEBOO	$87.50
		TXN00030663		RITE AID - RECORDER BATTERY	$5.42
		TXN00030762		STAPLES --PRINTER PAPER	$42.95
		TXN00030782		Amazon.-SPECIALTY STAPLES	$32.03
BENTON COUNTY TREASURER		UGA2017	241657	ANNEXATION APPLICATION	$50.00
MCLEAN LAW OFFICE		GM-011117	241737	C178-14 HEARING EXAMINER SRVCS	$3,433.75
ONEZA & ASSOCIATES		#5	241907	COMP PLAN UPDATE	$5,083.47
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$4.48
RUSSELL, WILLIAM		010517	241914	REIMBURSE RES INSPECT EXAM FEE	$199.00
TRI CITY HERALD	S017255	2820766	241928	DETERMINATION OF NON-SIGINIFIC	$86.51
	S017255	2833629		DETERMINATION OF NON-SIGNIFICA	$88.99
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$476.58
WATER SOLUTIONS INC		15089	241603	3 WTR MACHINES - JAN 2017	$16.29
				3 WTR MACHINES - JAN 2017	$39.63
XEROX CORPORATION		087605133	241801	W7855PT BASE CHRG/PRINTS-DEC	$329.25
		087605135		W7225PT BASE CHG/PRINTS-DEC	$70.66
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$124.95
				PHONE CHARGES 12/23-1/22/17	$22.61
				DEVELOPMENT SERVICES TOTAL****	**$11,603.08**
Division: 302 REDEVELOPMENT					
BANK OF AMERICA		TXN00030448	241620	DELTA AIR-BAGGAGE, TRIP 16-318	$25.00
		TXN00030465		CHEVRON - RENTAL CAR, TRIP 16-	$34.66
		TXN00030467		UBER- TRIP 16-318, ZACH RATKAI	$14.19
		TXN00030477		STAPLES -EXT CORD, HOOKS	$61.00
		TXN00030503		HAMPTON INN & SUITES-TRIP 16-3	$195.46
		TXN00030508		UBER - TRIP 16-318, Z. RATKAI	$13.27
		TXN00030509		RPS PASCO TRICITIES -TRIP 16-3	$45.00
		TXN00030523		DELTA AIR -BAGGAGE, TRIP 16-31	$25.00
		TXN00030526		HILTON, ATLANTA - HOTEL-TRIP 1	$784.42
		TXN00030542		STERLING`S -DPT.COMMERCE MTG	$29.85
		TXN00030667		STAPLES -BATTERY	$1.73
ROGER BROOKS INTERNATIONAL, INC		13773	241441	WATERFRONT CONSULTING SVCS	$8,725.00
SHANNON & WILSON INC		8202	241446	GROUNDWATER MONITORING-SHOPS	$1,701.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$146.67
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$6.96
				PHONE CHARGES 12/23-1/22/17	$22.24

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				REDEVELOPMENT TOTAL****	**$11,831.45**
Division: 303 LIBRARY					
BANK OF AMERICA		TXN00030336	241620	INGRAM BOOKS	$236.01
		TXN00030338		MEETING SUPPLIES	$56.84
		TXN00030347		WINE COUNTRY LIBRARIAN'S MTG	$35.12
		TXN00030355		INGRAM BOOKS	$92.80
		TXN00030360		OVERDRIVE DIGITAL BOOK	$233.85
		TXN00030367		INGRAM BOOKS	$208.07
		TXN00030370		INGRAM BOOKS	$120.15
		TXN00030383		INGRAM BOOKS	$832.94
		TXN00030393		INGRAM BOOKS	$178.54
		TXN00030394		INGRAM BOOKS	$71.96
		TXN00030398		INGRAM BOOKS	$54.06
		TXN00030416		INGRAM BOOKS	$90.72
		TXN00030433		INGRAM BOOKS	$78.60
		TXN00030450		INGRAM BOOKS	$76.34
		TXN00030451		OFFICE DEPOT #2766 - ARTS COMI	$19.53
		TXN00030455		INGRAM BOOKS	$163.66
		TXN00030461		MEETING SUPPLIES	$86.74
		TXN00030483		BLACKSTONE AUDIO	$284.26
		TXN00030497		INGRAM BOOKS	$1,305.75
		TXN00030510		INGRAM BOOKS	$37.46
		TXN00030518		INGRAM BOOKS	$116.96
		TXN00030520		INGRAM BOOKS	$162.85
		TXN00030521		INGRAM BOOKS	$108.81
		TXN00030527		INGRAM BOOKS	$24.91
		TXN00030530		INGRAM BOOKS	$28.04
		TXN00030533		INGRAM BOOKS	$30.45
		TXN00030538		INGRAM BOOKS	$285.44
		TXN00030544		INGRAM BOOKS	$216.37
		TXN00030578		BLACKSTONE AUDIO	$1,151.25
		TXN00030585		TRI-CITY HERALD	$177.80
		TXN00030601		INGRAM BOOKS	$677.87
		TXN00030615		INGRAM BOOKS	$341.13
		TXN00030620		INGRAM BOOKS	$37.32
		TXN00030628		BLACKSTONE AUDIO	$228.49
		TXN00030630		INGRAM BOOKS	$23.01
		TXN00030678		INGRAM BOOKS	$1,126.89
		TXN00030687		OVERDRIVE DIGITAL	$2,406.42
		TXN00030695		OVERDRIVE DIGITAL	$334.76
		TXN00030696		MICE	$192.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030703	241620	INGRAM BOOKS	$147.85
		TXN00030714		INGRAM BOOKS	$160.84
		TXN00030716		INGRAM BOOKS	$303.52
		TXN00030717		OFFICE SUPPLIES	$303.49
		TXN00030728		INGRAM BOOKS	$35.23
		TXN00030730		INGRAM BOOKS	$39.94
		TXN00030734		OVERDRIVE DIGITAL	$131.40
		TXN00030735		OVERDRIVE DIGITAL	$2,018.08
		TXN00030737		PHONE CASE	$29.75
		TXN00030738		INGRAM BOOKS	$784.73
		TXN00030739		INGRAM BOOKS	$54.93
		TXN00030740		INGRAM BOOKS	$153.35
		TXN00030757		BLACKSTONE AUDIO	$47.80
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$3,158.77
COLUMBIA INDUSTRIES SUPPORT LLC		0043625	241684	ON SITE SHREDDING WO #0067008	$80.58
DESIGN WEST ARCHITECTS	P057191	16086/4	241692	DESIGN SERVICES LIBRARY MAKERS	$1,007.67
EBSCO		1000046968-1	241492	NOVELIST	$12,090.04
ENVISION WARE INC	P057337	INV-US-28603	241493	Annual Mntnc for Envisionware,	$2,700.28
		INV-US-29273	241395	CREDIT CARD SOFTWARE	$900.00
HAWORTH INC	S017157	3000793473	241716	LABOR	$1,650.72
	S017157			VZVE-0800-A, TR-E, COMPOSE, PA	$35.79
	S017157			UZGF-1648-QML, TR-E, P8-AW, LR	$1,356.34
	S017157			VZCC-0048-A, TR-E COMPOSE, TOP	$36.25
	S017157			WURA-2460-LJSA, H-ED, HP-3E	$140.32
	S017157			KZPY-1648, TR-E COMPOSE, SLAT	$206.45
	S017157			VZCT-5000-A, TR-E, TR-E COMPOS	$126.84
	S017157			VZTI-4848-FNC, C1-AK COMPOSE,	$162.51
	S017157			VZFF-5048-NNNNNR, TR-E COMPOSE	$86.39
	S017157			VZCE-5000-A, TR-E, COMPOSE, PA	$67.38
INFOGROUP		10003082618	241411	DATABASES	$1,877.70
LIBRARY IDEAS LLC		52950	241512	FREEGAL MUSIC SUBSCRIPTION CXL	($167.01)
		52962		FREEGAL MUSIC SUBSCRIPTION	$13,520.00
MIDWEST TAPE		94655604	241425	DATABASES	$2,452.14
OCLC INC		0000508373	241745	CATALOGING SRVCS - DECEMBER	$1,004.55
RECORDED BOOKS LLC		75458758	241529	SUBSCRIPTION 01/01/17-12/31/17	$3,740.00
		75459915		SUBSCRIPTION 01/01/17-12/31/17	$9,350.50
SBN MARBLE GRANITE AND TILE INC		1975	241444	REFERENCE DESK CUT & MOVE	$3,070.13
SECRETARY OF STATE		00007167	241535	2016 WDLC CONTRACT #IG-4513	$19,343.37
THERMAL SUPPLY INC		6251511	241922	WATER FILTER	$88.67
TUMBLEWEED PRESS INC		77944	241544	SUBSCRIPTION 1/5/17-1/5/18	$1,000.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$219.19

Vendor			P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION				087605152	241801	W7225PT BASE CHG/PRINTS-DEC	$302.52
				087605153		W7225PT BASE CHG/PRINTS-DEC	$139.83
				087646355		W7225PT BASE CHG/PRINTS-DEC	$169.23
				087646356		W7225PT BASE CHG/PRINTS-DEC	$249.15
XO HOLDINGS LLC DBA				0287588599	241467	PHONE CHARGES 12/23-1/22/17	$169.23
						LIBRARY TOTAL****	**$96,481.57**
Division:	330	PARKS & RECREATION ADMIN					
BANK OF AMERICA				TXN00030425	241620	BLUEBEAM SW-END USER LICENSE	$548.00
VERIZON WIRELESS			P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$1,337.35
						PARKS & RECREATION ADMIN TOTAL****	**$1,885.35**
Division:	331	PARKS & REC - RECREATION					
BANK OF AMERICA				TXN00030327	241620	WAL-MART #3261 - WINTER WONDER	$51.73
				TXN00030330		LOWES #02344 - PROPANE HEATERS	$639.52
				TXN00030345		C&C SMART FOOD52305752 - WINTE	$67.73
				TXN00030364		THE HOME DEPOT #4746 - SAND FO	$4.18
				TXN00030366		LOWES #02344 - WINTER WONDERLA	$282.69
				TXN00030399		WM SUPERCENTER #3380 - WINTER	$269.23
				TXN00030400		LOWES #02344 - RETURN	($112.44)
				TXN00030404		ALBERTSONS STO00002139 - WINTE	$62.91
				TXN00030408		THE HOME DEPOT #4746 - WINDER	$57.19
				TXN00030410		BENNETT RENTALS - PATIO HEATER	$80.36
				TXN00030535		RADIOSHACK COR00133843 - ADAPT	$21.71
				TXN00030551		WAL-MART #3261 - STORAGE TOTES	$158.96
				TXN00030556		TARGET 00023143 - STORA	$74.87
				TXN00030573		SUNHOPE CONSULTING INC - PROJE	$1,237.39
				TXN00030575		DXE MEDICAL INC - AED	$1,804.00
				TXN00030593		INTERNATIONAL TRANSACTION -	$9.90
				TXN00030623		JOINHOMEBASE.COM - TIME CARD L	$9.95
				TXN00030638		HOMEDEPOT.COM - RCC SUPPLIES	$79.33
				TXN00030641		ENVIROSCENT, INC. - FRAGRANCE	$199.98
				TXN00030643		STAPLES - RCC SUPPLIES	$201.32
				TXN00030645		STAPLES - RCC SUPPLIES	$15.79
				TXN00030647		STAPLES - RCC SUPPLIES	$8.95
				TXN00030650		ERGOSTORE.NET INC - Printer St	$136.74
				TXN00030655		JACKSON HIRSH INC - LAMINATOR	$364.01
				TXN00030692		DELL-PROJECTOR 1650	$830.78
				TXN00030709		DELL-Projector 1220	$350.76
				TXN00030710		STAPLES - RCC OFFICE SUPPLIES	$65.05
				TXN00030719		THE UPS STORE 4420 - POSTAGE	$16.47
				TXN00030726		STAPLES - RCC SUPPLIES	$238.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030749	241620	SUNWEST SPORTSWEAR - STAFF SHI	$894.36
		TXN00030753		Sure Shot Billiards - FOOS BAL	$35.30
		TXN00030758		STAPLES - RCC SUPPLIES	$78.17
		TXN00030780		JOINHOMEBASE.COM - TIME CARD L	$9.95
CITY OF RICHLAND		16-062 BROWN	241679	16-062 STARFISH SWIM SCHOOL	$574.64
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$188.68
GRAINGER	S017254	9323840448	241889	FLAT PANEL HEATERS ITEM #34CF0	$169.06
HEALTHY FEET LLC		DECEMBER 2016	241400	FOOT CARE CLASSES-DECEMBER	$662.40
MASON, PATTI L			241421	FITNESS CLASSES - DECEMBER	$274.51
MILESTONES ATHLETIC SUPPLY INC		85713	241519	WHISTLES/BASKETBALLS	$762.37
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$7.30
SUSAN KATHLEEN VITULLI		11/2016	241775	PAINTING CLASS #5616	$371.25
TALENT WISE INC		96066770	241777	BACKGROUND CHECKS-DECEMBER	$380.00
TEAM SIDELINE.COM		TS-INV-4296	241539	2017 TEAM SIDELINE MEMBERSHIP	$748.50
TREASURE VALLEY COFFEE CO		107927	241926	RCC COFFEE DELIVERY	$308.00
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$107.65
				PHONE CHARGES 12/23-1/22/17	$41.77
				PHONE CHARGES 12/23-1/22/17	$6.96
				PARKS & REC - RECREATION TOTAL****	**$12,848.83**

Division: 335 PARKS & REC - PARKS&FACILITIES

AIREFCO INC		3655560	241607	FREIGHT FROM VENDOR ORDER	$9.37
		3700008	241358	EDGE PRO PROG STAT	$226.97
APPLIED INDUSTRIAL TECH INC		7009469580	241360	MARTINI QUADRA FLEX	$16.33
ARAMARK UNIFORM SERVICES INC	S017227	12/16-934962000	241613	LINEN CHARGES FOR DECEMBER 201	$462.20
BANK OF AMERICA		TXN00030325	241620	DRI FABULATECH - LICENSE FEE F	$49.95
		TXN00030352		THE HOME DEPOT #4746 - CLAYBEL	$49.78
		TXN00030362		LOWES #02344 - SHELVING SHOPS	$85.64
		TXN00030381		THE HOME DEPOT #4746 - SHOPS 1	$4.28
		TXN00030392		LOWES #02344 - SHELVING SHOPS	$7.10
		TXN00030396		THE HOME DEPOT #4746 - BARTH P	$72.11
		TXN00030415		THE HOME DEPOT #4746 - CRAIGHI	$37.18
		TXN00030420		ACE HDWE -COLUMBIA POINT MARIN	$43.33
		TXN00030428		GRIGGS ACE RICHLAND - DOCK WIN	$106.17
		TXN00030438		ACE HDWE - INS CLAIM LYNWOOD L	$22.35
		TXN00030487		MILLER PAINT KENNEWICK -	$424.27
		TXN00030489		UNITED VOLLEYBALL/MONSON POLE	$10,925.27
		TXN00030491		MILLER PAINT KENNEWICK - PAINT	$424.27
		TXN00030493		ACE HDWE - LYNNWOOD PARK INS R	$32.54
		TXN00030507		GOTOCITRIX.COM - MEETING FEE D	$20.64
		TXN00030532		ACE HDWE - SNOW REMOVAL SNOW S	$15.19
		TXN00030554		MILLER PAINT KENNEWICK - WYE P	$490.33

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030574	241620	INTL SOC ARBORICULTURE - LARRY	$180.00
		TXN00030592		LOWES #02344 - CONTACT CEMENT	$5.41
		TXN00030627		BAVCO -GEORGE PROUT POOL	$83.24
		TXN00030632		BAVCO - FIRE STATION 3	$88.78
		TXN00030633		GRIGGS ACE RICHLAND - PATHWAYS	$5.08
		TXN00030658		WM SUPERCENTER #3261 - SPRAY E	$6.86
		TXN00030682		THE HOME DEPOT #4746 - RCC REG	$51.70
		TXN00030691		LOWES #02344 - RCC REMODEL	$23.85
		TXN00030693		THE HOME DEPOT #4746 - RCC REM	$22.21
		TXN00030708		PLATT/130V 75W LIGHT BULBS FOR	$103.53
		TXN00030750		FERGUSON ENTERPRISES 3161 - CO	$312.00
		TXN00030754		LOWES #02344 - 20 FT SELF LASE	$43.42
		TXN00030756		B AND B TRAILERS/HITCH FOR VEH	$249.78
		TXN00030763		B AND B TRAILERS/TRAILER, VEH	$4,746.81
		TXN00030769		HARBOR FREIGHT TOOLS 49 - TRAI	$327.99
		TXN00030793		THE HOME DEPOT #4746 - WINDOW	$21.69
BEAVER BARK & ROCK		786858	241362	SOIL	$43.40
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$141.19
				CITY UTILITY BILLS/DEC 2016	$119.06
				CITY UTILITY BILLS/DEC 2016	$120.82
				CITY UTILITY BILLS/DEC 2016	$115.41
				CITY UTILITY BILLS/DEC 2016	$123.50
				CITY UTILITY BILLS/DEC 2016	$158.94
				CITY UTILITY BILLS/DEC 2016	$164.70
				CITY UTILITY BILLS/DEC 2016	$187.08
				CITY UTILITY BILLS/DEC 2016	$186.55
				CITY UTILITY BILLS/DEC 2016	$190.51
				CITY UTILITY BILLS/DEC 2016	$79.10
				CITY UTILITY BILLS/DEC 2016	$63.24
				CITY UTILITY BILLS/DEC 2016	$876.26
				CITY UTILITY BILLS/DEC 2016	$65.18
				CITY UTILITY BILLS/DEC 2016	$206.85
				CITY UTILITY BILLS/DEC 2016	$68.23
				CITY UTILITY BILLS/DEC 2016	$72.08
				CITY UTILITY BILLS/DEC 2016	$73.55
				CITY UTILITY BILLS/DEC 2016	$65.79
				CITY UTILITY BILLS/DEC 2016	$74.00
				CITY UTILITY BILLS/DEC 2016	$115.34
				CITY UTILITY BILLS/DEC 2016	$81.17
				CITY UTILITY BILLS/DEC 2016	$94.93
				CITY UTILITY BILLS/DEC 2016	$95.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$96.00
				CITY UTILITY BILLS/DEC 2016	$96.69
				CITY UTILITY BILLS/DEC 2016	$105.85
				CITY UTILITY BILLS/DEC 2016	$108.42
				CITY UTILITY BILLS/DEC 2016	$110.95
				CITY UTILITY BILLS/DEC 2016	$73.87
				CITY UTILITY BILLS/DEC 2016	$1,184.90
				CITY UTILITY BILLS/DEC 2016	$931.36
				CITY UTILITY BILLS/DEC 2016	$943.59
				CITY UTILITY BILLS/DEC 2016	$944.49
				CITY UTILITY BILLS/DEC 2016	$984.95
				CITY UTILITY BILLS/DEC 2016	$1,108.18
				CITY UTILITY BILLS/DEC 2016	$1,114.18
				CITY UTILITY BILLS/DEC 2016	$692.43
				CITY UTILITY BILLS/DEC 2016	$1,136.06
				CITY UTILITY BILLS/DEC 2016	$601.68
				CITY UTILITY BILLS/DEC 2016	$1,220.87
				CITY UTILITY BILLS/DEC 2016	$1,282.71
				CITY UTILITY BILLS/DEC 2016	$1,391.58
				CITY UTILITY BILLS/DEC 2016	$1,407.85
				CITY UTILITY BILLS/DEC 2016	$1,565.33
				CITY UTILITY BILLS/DEC 2016	$2,643.97
				CITY UTILITY BILLS/DEC 2016	$53.90
				CITY UTILITY BILLS/DEC 2016	$1,130.83
				CITY UTILITY BILLS/DEC 2016	$305.14
				CITY UTILITY BILLS/DEC 2016	$221.75
				CITY UTILITY BILLS/DEC 2016	$226.37
				CITY UTILITY BILLS/DEC 2016	$230.03
				CITY UTILITY BILLS/DEC 2016	$231.97
				CITY UTILITY BILLS/DEC 2016	$252.79
				CITY UTILITY BILLS/DEC 2016	$261.82
				CITY UTILITY BILLS/DEC 2016	$262.98
				CITY UTILITY BILLS/DEC 2016	$749.64
				CITY UTILITY BILLS/DEC 2016	$285.69
				CITY UTILITY BILLS/DEC 2016	$609.00
				CITY UTILITY BILLS/DEC 2016	$310.95
				CITY UTILITY BILLS/DEC 2016	$357.45
				CITY UTILITY BILLS/DEC 2016	$495.85
				CITY UTILITY BILLS/DEC 2016	$517.45
				CITY UTILITY BILLS/DEC 2016	$539.29
				CITY UTILITY BILLS/DEC 2016	$577.24

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$216.22
				CITY UTILITY BILLS/DEC 2016	$276.41
				CITY UTILITY BILLS/DEC 2016	$26.23
				CITY UTILITY BILLS/DEC 2016	$10.29
				CITY UTILITY BILLS/DEC 2016	$12.62
				CITY UTILITY BILLS/DEC 2016	$239.28
				CITY UTILITY BILLS/DEC 2016	$31.11
				CITY UTILITY BILLS/DEC 2016	$30.90
				CITY UTILITY BILLS/DEC 2016	$17.98
				CITY UTILITY BILLS/DEC 2016	$29.82
				CITY UTILITY BILLS/DEC 2016	$29.03
				CITY UTILITY BILLS/DEC 2016	$28.69
				CITY UTILITY BILLS/DEC 2016	$27.28
				CITY UTILITY BILLS/DEC 2016	$8.66
				CITY UTILITY BILLS/DEC 2016	$26.90
				CITY UTILITY BILLS/DEC 2016	$32.20
				CITY UTILITY BILLS/DEC 2016	$25.41
				CITY UTILITY BILLS/DEC 2016	$24.97
				CITY UTILITY BILLS/DEC 2016	$24.91
				CITY UTILITY BILLS/DEC 2016	$24.15
				CITY UTILITY BILLS/DEC 2016	$23.27
				CITY UTILITY BILLS/DEC 2016	$22.13
				CITY UTILITY BILLS/DEC 2016	$18.85
				CITY UTILITY BILLS/DEC 2016	$19.67
				CITY UTILITY BILLS/DEC 2016	$19.60
				CITY UTILITY BILLS/DEC 2016	$19.44
				CITY UTILITY BILLS/DEC 2016	$27.05
				CITY UTILITY BILLS/DEC 2016	$37.16
				CITY UTILITY BILLS/DEC 2016	$48.03
				CITY UTILITY BILLS/DEC 2016	$44.36
				CITY UTILITY BILLS/DEC 2016	$42.49
				CITY UTILITY BILLS/DEC 2016	$41.73
				CITY UTILITY BILLS/DEC 2016	$39.30
				CITY UTILITY BILLS/DEC 2016	$37.55
				CITY UTILITY BILLS/DEC 2016	$37.51
				CITY UTILITY BILLS/DEC 2016	$35.01
				CITY UTILITY BILLS/DEC 2016	$34.43
		12/2016-24	241678	#24 LANDFILL FEES	$574.53
		16-061 THOMPSON	241679	16-061 LOCKSMITH SKILLS CLA	$108.00
		16-453 SWEENEY		16-453 DBIA EXPO	$290.00
COLE INDUSTRIAL INC		YA23561	241381	TUNE CITY HALL BOILER	$928.53

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COMPLETE CLEANING SYSTEMS		73321	241685	MACHINE SCRUB WAREHOUSE	$175.00
		73767	241384	MACHINE SCRUB WAREHOUSE	$175.00
		73862	241685	MACHINE SCRUB WAREHOUSE	$175.00
EWING IRRIGATION PRODUCTS INC		2624686	241396	ICE MELT	$412.63
		2674557	241878	DINNER DOCK REPAIR	$132.34
FARMERS EXCHANGE		180498	241879	SPARK PLUGS/FILTERS	$128.75
		180499		AIR FILTERS	$295.94
FERGUSON ENTERPRISES INC		0521778	241705	RUB PARTS	$158.39
		4689524		GPM SNSR LAV	$865.29
		4851393		BLAC SPRAY HD ONLY	$261.95
		4853294		TOTE W/O TANKS VIC	$184.61
		CM488964		GPM SNSR LAV	($1,297.94)
		SC32585		CUSTOMER NUM 34718 NOV SVC CHG	$2.38
		SC354857		CUSTOMER NUM 194123 NOV SVC CH	$33.28
FIRE PROTECTION SPECIALISTS LLC		47968	241399	DOOR MAGS	$222.64
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$1,087.64
	S017229			TELEPHONE CHARGE 12/16/16-1/18	$31.05
G-A-P SUPPLY CORP DBA		20334871-00	241402	HVAC INSTALLER KIT	$60.39
GENSCO INC		846506636	241403	REPLACEMENT DAMPER MOTOR	$586.44
		846506639		CAPACITOR SHELF	$182.58
		846526233		RUT WHITEOFF	$8.16
		846564029	241712	WARM AIR ELBOW	$3.75
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$10.94
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$312.50
HD FOWLER COMPANY INC		I4402193	241406	DEEP THAW SNOW & ICE MELT	$402.63
HERC RENTALS INC		28949989-001	241408	EXCAVATOR RENTAL	$1,620.16
MIGHTY JOHNS PORTABLE TOILET & SEPTIC		37177	241739	POL RENTAL-GOETHALS PARK	$55.00
MILLER PAINT COMPANY INC		29892671	241426	EASY CAR CARTRIDGE	$62.60
		29895743		AQUAPON GLOSS	$118.10
OXARC INC		R460322	241747	CYLINDER RENTAL	$138.08
		R460325		CO2	$87.48
RICHLAND ACE HARDWARE		212451	241764	COUPLE/ELBOW/PIPE	$33.45
		212475	241439	PREM ROLLER/ACE ROLLER	$10.08
		212522		SPLYFC/COMP UNION	$12.47
		212546		PLUNGER/CLEANER	$14.75
		212618	241912	SNOW SHOVELS/WHEEL	$144.57
		53529	241764	BROOM	$15.19
		54454		KEY AMERICAN RA4	$21.21
		54670		FASTENERS	$3.32
		54694		ANTIFREEZE RV GAL	$4.33
		54764	241912	PAINTER TOOL/SANDSPONG	$17.35

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		54765	241912	SPACKLE/WALL SCRAPER	$9.97
		54845		CERAMIC HEATER	$211.74
SIEMENS INDUSTRY INC		5444407641	241915	INSTALLATION OF WA21-BAU	$18,645.37
SPRAGUE PEST SOLUTIONS		3064942	241916	SPRAY EXTERIOR-ST 71	$81.45
STONEWAY ELECTRIC SUPPLY		S101856037.001	241449	ADVANCE IOPA	$42.99
		S101882194.001	241918	FLUORESCENT LAMPS	$93.52
		S101882650.001		LEVITON BLADES	$8.67
		S101885673.001		BATHROOM SWITCHES	$115.75
		S101885673.002		LEVITON DUAL VLT	$38.59
		S101886100.001		WALL & CEILING PLATE	$6.87
		S101886464.001		RELAY MODULE/LIGHT BULBS	$77.39
SUNBELT RENTALS INC		65354120-001	241450	UTILITY TRAILER, WALK BEHIND	$155.95
THE SHERWIN WILLIAMS CO		0127-5	241454	PAINT	$322.40
		0166-3		PAINT	$49.16
		0178-8		PAINT SUPPLIES	$41.58
		0551-6	241921	GILLIGAMS ISLE PAINT	$44.96
		4847-3	241454	PAINT	($2.94)
		4884-6		PAINT	$44.71
TRI CITIES BATTERY & AUTO REPAIR		116023	241927	FIRE ALARM BATTERY	$31.53
TRI CITY LUMBER CO		10107117	241786	DENALI GREEN METAL GABLE	$1,481.40
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$109.03
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$82,916.82**
Division: 338	PARKS & REC - PROJECT ADMIN				
BANK OF AMERICA		TXN00030759	241620	THE HOME DEPOT #4746 - TRUE TE	$75.99
XEROX CORPORATION		087605137	241936	W7855PT BASE CHG/PRINTS-DEC	$56.48
				PARKS & REC - PROJECT ADMIN TOTAL****	**$132.47**
Division: 900	NON-DEPARTMENTAL				
ARBAUGH & ASSOCIATES INC		1579	241614	ARBAUGH CONTRACT FEES-DEC 16	$1,532.71
BANK OF AMERICA		16120065299	241619	BANK ANALYSIS FEES	$2,289.10
		TXN00030358	241620	GRIGGS ACE RICHLAND - WINTER W	$149.77
		TXN00030363		ACE HDWE - WINTER WONDERLAND	$221.88
		TXN00030373		WM SUPERCENTER #3261 - WINTER	$100.69
		TXN00030391		SQ RICHLAND FIREFIGHTERS - WI	$120.00
		TXN00030504		AMAZON MKTPLACE PMTS - BATON L	$26.50
		TXN00030723		COSTCO WHSE #0486 - STORAGE BI	$146.45
		TXN00030733		VARIDESK - CITY CLERK	$495.00
CITY OF PASCO		2016-00000013	241676	COP-ANNUAL ANIMAL CONTROL SERV	$20,301.91
HERC RENTALS INC		28983600-001	241408	BOOM LIFT RENTAL	$1,590.99
RICHLAND ACE HARDWARE		212395	241764	CONDUIT EMT	$32.53
		54392	241439	MECH MINI TIMER INDR	$13.19

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND PARKWAY IMPROVEMENT ASSOCIATION		BLRF2016-009	241765	BLRF CONTRACT#64-16	$5,000.00
STATE AUDITOR'S OFFICE		L118193	241772	AUDIT SERVICES-DECEMBER 2016	$12,068.80
THE OBSERVER		2367737	241779	THE OBSERVER-TRSM-DEC	$1,210.64
UPTOWN BUSINESS IMPROVEMENT DISTRICT		BLRF2016-001	241790	UBID 2016 CHALK ART CONTEST	$5,000.00
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$48.76
				NON-DEPARTMENTAL TOTAL****	**$50,348.92**
				GENERAL FUND Total ***	**$1,001,066.98**
FUND 101		**CITY STREETS**			
Division: 401	STREETS MAINTENANCE				
BANK OF AMERICA		TXN00030350	241620	BestBuy - TV	$651.59
		TXN00030356		FAST MEASURE/DISTANCE MEASURIN	$411.50
		TXN00030386		BestBuy-TV-SENT IN ERROR-RETUR	$542.99
		TXN00030427		AMAZON - SCREEN PROTECTOR	$169.00
		TXN00030436		SUNWEST SPORTSWEAR - SCREEN PR	$256.03
		TXN00030453		AMAZON - MOUNTS	$25.96
		TXN00030484		OFFICE DEPOT - OFFICE SUPPLIES	$68.54
		TXN00030550		BEST BUY - CREDIT - SENT TV ON	($542.99)
		TXN00030755		MOUSER ELECTRONICS/LOCKS	$174.79
BENTON PUD		12/16 72866300000	241660	WYE LIGHTS-BADGER REPEATER	$61.64
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$1,002.62
				CITY UTILITY BILLS/DEC 2016	$90.89
ECONOLITE CONTROL PRODUCTS INC		132736	241697	12 TRAFFIC SIGNAL CAMERAS	$57,471.12
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$55.45
	S017229			TELEPHONE CHARGE 12/16/16-1/18	$31.05
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$7.00
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$200.00
METROPOLITAN TRANSPORTATION COMMISSION	P057354	4926-AR10265	241517	STREETSAVER ANNUAL SUBSCRIPTIO	$2,500.00
RICHLAND ACE HARDWARE		54776	241912	TOW STRAP	$26.05
TOTEM PACIFIC CORP	S017253	70860	241925	35.10 TONS OF ROAD SALT	$3,045.30
	S017253	70861		34.58 TONS OF ROAD SALT	$3,000.18
	S017253	70865		34.45 TONS OF ROAD SALT	$2,988.90
	S017253	70873		35.00 TONS OF ROAD SALT	$3,036.62
	S017253	70879		35.99 TONS OF ROAD SALT	$3,122.51
	S017253	70885		35.42 TONS OF ROAD SALT	$3,073.05
	S017253	70889		35.65 TONS OF ROAD SALT	$3,093.01
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$271.80
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$27.85
				STREETS MAINTENANCE TOTAL****	**$84,862.45**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				CITY STREETS Total ***	**$84,862.45**
FUND 111		**PARK RESERVE FUND**			
Division: 304		PARK RESERVE			
LOWER COLUMBIA BASIN AUDOBON SOCIETY		C116-16-	241735	2016 PARK PARTNERSHIP PROGRAM	$2,661.00
				PARK RESERVE TOTAL****	**$2,661.00**
				PARK RESERVE FUND Total ***	**$2,661.00**
FUND 112		**INDUSTRIAL DEVELOPMENT FUND**			
Division: 305		ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1579	241614	ARBAUGH CONTRACT FEES-DEC 16	$156.40
BANK OF AMERICA		TXN00030333	241620	COSTCO- PORT SUMMIT MTG	$49.96
		TXN00030357		SPUDNUT-INLAND PORT SUMMIT	$9.01
		TXN00030375		DUPUS BOOMERS -INLAND PORT SUM	$372.80
		TXN00030407		GRAZE -PORT SUMMIT	$199.12
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$254.54
DEPARTMENT OF COMMERCE		CERB-1037	241491	CERB LOAN C2003-148 FERGUSON	$5,328.23
				CERB LOAN C2003-148 FERGUSON	$50,928.32
RATKAI, N. ZACH		120616	241759	16-318 REIMBURSE MISSED EXP	$87.25
RGW ENTERPRISES PC	P056316	12/16-LRF PROJECT	241763	ADDITION FOR 2016	$1,700.00
	P056316	12/16-NATL GUARD		PROJECT MANAGEMENT AND ENGINEE	$1,877.19
	P056316			ADDITION FOR 2016	$337.81
	P056316	12/16-NW SEAPORTS		ADDITION FOR 2016	$800.00
	P056316			ADDITION TO COVER REST OF 2016	$350.00
	P056316	12/16-SI STEEL		ADDITION FOR 2016	$850.00
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$30.52
				ECONOMIC DEVELOPMENT TOTAL****	**$63,331.15**
Division: 306		ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$84.44
CTC INC	P056352	16043-2	241688	STEPTOE-TAPTEAL INTERSECTION -	$1,776.17
	P056352	16043-3		STEPTOE-TAPTEAL INTERSECTION -	$1,124.12
JUB ENGINEERS INC	P056376	105765	241726	STEPTOE-TAPTEAL INTERSECTION-S	$2,870.00
PERMIT SURVEYING INC		16140-1	241432	TOPO CORRIDOR	$1,055.00
		16150-3		SURVEY AND EXHIBIT MAP	$490.00
SHANNON & WILSON INC		8200	241446	RAIL LOOP MITIGATION	$3,025.69
		8201		HR MITIGATION 204-15	$230.00
WA STATE DEPT OF TRANSPORTATION		C268-16/060716	241796	SR240/HAGAN TRAFFIC SIG 6/16	$50,000.00
				ECONOMIC DEVELOPMENT PROJECTS TOTAL****	**$60,655.42**
				INDUSTRIAL DEVELOPMENT FUND Total ***	**$123,986.57**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 117		**CRIMINAL JUSTICE SALES TAX**			
Division: 131		CJST POLICE ACTIVITY			
BANK OF AMERICA		TXN00030776	241620	STARBUCKS STORE -GIFT CARDS	$100.00
		TXN00030784		JIMMY JOHNS - GIFT CARDS	$100.00
LN CURTIS & SONS	P056860	INV72893	241419	DSDM45 DBL STACK DBL MAG 0.45	$31.44
MENKE JACKSON BEYER LLP		12/2016-065	241899	GENERAL (CITY ATTY)	$58.50
PUBLIC SAFETY TESTING INC		2016-7259	241755	4TH QTR 2016 SUBSCRIPTION FEES	$468.50
				CJST POLICE ACTIVITY TOTAL****	**$758.44**
				CRIMINAL JUSTICE SALES TAX Total ***	**$758.44**
FUND 150		**HOTEL/MOTEL FUND**			
Division: 307		HOTEL/MOTEL TAX			
TRI CITIES VISITOR & CONVENTION BUREAU		154675	241785	TCVCB MONTHLY DUES-DEC 2016	$16,850.53
				HOTEL/MOTEL TAX TOTAL****	**$16,850.53**
				HOTEL/MOTEL FUND Total ***	**$16,850.53**
FUND 151		**SPECIAL LODGING ASSESSMENT**			
Division: 339		TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		DEC 2016	241785	SPECIAL LODGING ACCESS DEC 16	$38,007.33
				TOURISM PROMOTION AREA TOTAL****	**$38,007.33**
				SPECIAL LODGING ASSESSMENT Total ***	**$38,007.33**
FUND 153		**COMMUNITY DEV BLOCK GRANT**			
Division: 308		CDBG PROGRAM			
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$6.96
				PHONE CHARGES 12/23-1/22/17	$7.25
				CDBG PROGRAM TOTAL****	**$14.21**
				COMMUNITY DEV BLOCK GRANT Total ***	**$14.21**
FUND 154		**HOME FUND**			
Division: 309		HOME PROGRAM			
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$7.25
				HOME PROGRAM TOTAL****	**$7.25**
				HOME FUND Total ***	**$7.25**
FUND 301		**STREETS CAPITAL CONSTRUCTION**			
Division: 402		ARTERIAL STREETS			
ANDERSON HEIGHTS DEVELOPMENT LLC		4TH QTR 2016	241609	TRAFFIC IMPACT FEES-QTR 4'16	$580.03
BERGER ABAM ENGINEERS INC	S054546	317426	241662	CO #1 FINAL DESIGN & BID DOCUM	$162,100.66

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CHARLES LAGGAN		R-2017-2	241674	CENTER PARKWAY RAILROAD	$2,026.00
CULBERT CONSTRUCTION INC	P056829	C138-16/PMT 5	241689	DUPORTAIL ST EXTENSTION - ROAD	$121,102.35
	P056829			CO #5 RE-ANCHOR SCULPTURE BASE	$6,368.78
	P056906	C164-16/PMT 4	241874	CO #4 - OVERAGE OF CONTRACT	$18,314.82
	P056906			CO #2 - REPLACE YIELD SIGN	$339.75
	P056906			DUPORTAIL RECONSTRUCTION-ROAD	$25,732.03
	P056906			CO #1 - ADDT'L MANHOLES TO	$33,916.53
DAVID EVANS & ASSOCIATES INC		390321	241690	CENTER PARKWAY EXTENSION - EXP	$5,989.68
DREAM BUILDERS LLC		4TH QTR 2016	241694	TRAFFIC IMPACT FEES-QTR 4'16	$483.36
FLETCHER & SIPPEL LLC		36500	241707	CENTER PARKWAY - LEGAL SERVICE	$11,403.92
		36501		DUPORTAIL BRIDGE - LEGAL SERVI	$122.00
		36571		CENTER PARKWAY - LEGAL SERVICE	$10,991.00
FOSTER PEPPER PLLC		1156001	241709	CENTER PARKWAY-LEGAL SERVICES	$200.00
	P057446	1157313	241940	CENTER PARKWAY-LEGAL SRV-TCRY	$8,606.50
JUB ENGINEERS INC	P056428	105813	241726	DUPORTAIL BRIDGE - CID REVIEW:	$39.61
MAKING THE CHOICE 24, LLC		NOVEMBER 2016	241458	SENIOR FIT #5341-NOV 2016	$85.32
MENKE JACKSON BEYER LLP		11/2016-077	241738	DUPORTAIL BRIDGE-LEGAL SRV RE	$2,032.08
		12/2016-077		DUPORTAIL BRIDGE-LEGAL SRV RE	$2,909.58
NORTH COAST ELECTRIC COMPANY		S7602820.001	241744	CAT5 CUT REEL/HEAD LT BATT	$173.03
THE LANGDON GROUP	P056990	0105570	241778	RACHEL ROAD ALIGHMENT STUDY -	$16,804.82
TRI CITY HERALD	S017255	2801337	241928	CALL FOR BID LOGAN/HAGEN	$268.46
WA STATE DEPT OF TRANSPORTATION		RE-313ATB60718132	241459	STEVENS DR EXTENSION-GENERAL	$121.08
WESTCLIFFE LLC		4TH QTR 2016	241800	TRAFFIC IMPACT FEES-QTR 4'16	$2,065.37
				ARTERIAL STREETS TOTAL****	**$432,776.76**
				STREETS CAPITAL CONSTRUCTION Total ***	**$432,776.76**
FUND 317		**FIRE STATION 74 CONSTRUCTION**			
Division:	900	NON-DEPARTMENTAL			
BANK OF AMERICA		TXN00030479	241620	THE HOME DEPOT #4746 - FS74 WA	$10.58
				NON-DEPARTMENTAL TOTAL****	**$10.58**
				FIRE STATION 74 CONSTRUCTION Total ***	**$10.58**
FUND 380		**PARK PROJECT CONSTRUCTION**			
Division:	337	PARKS & REC PROJECTS			
BANK OF AMERICA		TXN00030431	241620	JTPY RICHLAND CTY OF - ZONING	$170.00
TRI CITY HERALD	S017255	2822867	241928	CALL FOR BID MANUFACTURED HOME	$118.33
				PARKS & REC PROJECTS TOTAL****	**$288.33**
				PARK PROJECT CONSTRUCTION Total ***	**$288.33**
FUND 385		**GENERAL GOVT CONSTRUCTION**			

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 900 NON-DEPARTMENTAL					
BANK OF AMERICA		TXN00030369	241620	DIAMOND PARKING B218 - CORCH	$3.26
		TXN00030374		DIAMOND PARKING B282 -CORCH HV	$13.32
		TXN00030389		CHILIS - CORCH HVAC MEETIN S.	$31.18
		TXN00030441		STERLING`S RESTAURANT -D.SWEEN	$38.30
		TXN00030570		HARBOR FREIGHT TOOLS 49 - RCC	$37.96
		TXN00030577		CRAFTSMAN CABINETS FLOOR - RCC	$273.41
		TXN00030583		THE HOME DEPOT #4746 - RCC OFF	$31.95
		TXN00030649		THE HOME DEPOT #4746 - RCC OFF	$33.03
		TXN00030657		GRIGGS ACE RICHLAND - RCC REMO	$35.35
		TXN00030674		WAL-MART #3261 - TV MOUNTS AT	$300.00
		TXN00030685		WAL-MART #3261 - TV MOUNTS RCC	$210.20
		TXN00030724		HVACQUICKCOM - SILVER AIR DIFU	$122.54
		TXN00030731		THE HOME DEPOT #4746 - RCC REM	$69.37
		TXN00030747		LOWES #00249 - RCC FITNESS ROO	$130.19
		TXN00030766		GRIGGS ACE RICHLAND - RCC REMO	$3.69
		TXN00030787		THE HOME DEPOT #4746 - RCC REM	$17.33
GEOPHYSICAL SURVEY LLC		2121	241736	JADWIN AND SWIFT BLVD	$2,200.00
LEONE & KEEBLE INC	P057361	16-248 #1	241732	NEW CITY HALL DESIGN BUILD	$195,480.00
	P057361	16-248 #2		NEW CITY HALL DESIGN BUILD	$81,450.00
RICHLAND ACE HARDWARE		54589	241439	ROLLER FRAME PAINT BRUSH	$19.85
		54595		GROUT SANDED	$32.11
		54661		JNT CMPND WALLBOARD	$7.16
STONEWAY ELECTRIC SUPPLY		S101878683.001	241773	FLUORESCENT LAMP	$199.62
		S101879869.001		FLUORESCENT LAMP	$127.38
				NON-DEPARTMENTAL TOTAL****	**$280,867.20**
				GENERAL GOVT CONSTRUCTION Total ***	**$280,867.20**
FUND 401 ELECTRIC UTILITY FUND					
Division: 000					
ANIXTER INC	P056681	325224-00	241553	XFMR,PAD,3-PH 300 KVA 480Y/277	$8,105.90
	P057236	3413070-01		ARRESTER, RISER POLE, METAL	$1,115.87
GENERAL PACIFIC INC	S017191	1272502	241499	ADJUST FOR TAX	($0.01)
	S017191			HANDHOLE LID ONLY17X30(DROPIN)	$621.74
	S017191			HANDHOLE PLASTIC, 10X15 W/LID,	$717.09
H2 PRE-CAST INC	P056893	133056	241405	VAULT COVER V3, 12X25 BLOCKOUT	$434.40
	P056893			VAULT EXTENSION, 6 INCH, V3,	$92.31
	P056893			VAULT V19, 84X56X48, BASE,	$1,194.60
PERMIT REFUND		2016-001799	241448	3112 BLUFFS DR-REFUND	$200.00
STONEWAY ELECTRIC SUPPLY	P057244	S101848174.002	241536	VAULT COVER QUAZITE SPLIT PAD,	$4,887.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONEWAY ELECTRIC SUPPLY	P057244	S101848174.003	241536	PEDESTAL,SECONDARY, FLARED	$7,232.76
				TOTAL****	**$24,601.66**
Division: 501 BUSINESS SERVICES					
ARBAUGH & ASSOCIATES INC		1579	241614	ARBAUGH CONTRACT FEES-DEC 16	$875.83
BANK OF AMERICA		TXN00030328	241620	STERLING'S-UTILIWORKS LUNCH	$44.81
		TXN00030344		PORTR'S BBQ-UTILIWORKS LNCH	$56.88
		TXN00030413		STERLING`S - CONSULTANT WORKIN	$56.51
		TXN00030580		SUBWAY-SUP SPEC INTRVWS	$35.30
		TXN00030607		GOTOCITRIX.COM - GOTOMEETING M	$20.64
		TXN00030748		AMAZON-WRLS Keyboard	$60.30
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$457.58
		17-005 WHITNEY	241864	17-005 PPC MEETINGS	$437.73
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$90.06
MID COLUMBIA ENGINEERING INC	P056969	ST009070	241423	SANDRA JORGENSEN, SUPPORT	$553.50
	P057328	ST009083	241582	SANDRA JORGENSEN FOR SUPPORT	$1,066.50
	P057328	ST009097	241900	SANDRA JORGENSEN FOR SUPPORT	$1,039.50
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$0.81
				POSTAGE 12/01/16 TO 12/31/16	$0.47
UNITED PARCEL SERVICE	S017250	000986641027	241597	GRD PKG TO SCHWEITZER ENG LAB	$8.32
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$135.08
WATER SOLUTIONS INC		15089	241603	3 WTR MACHINES - JAN 2017	$30.97
XEROX CORPORATION		087605137	241936	W7855PT BASE CHG/PRINTS-DEC	$48.43
		087605138	241801	W7855PT BASE CHG/PRINTS-DEC	$330.93
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$140.51
				PHONE CHARGES 12/23-1/22/17	$59.30
				PHONE CHARGES 12/23-1/22/17	$60.95
				PHONE CHARGES 12/23-1/22/17	$114.48
				PHONE CHARGES 12/23-1/22/17	$134.26
				BUSINESS SERVICES TOTAL****	**$5,859.65**
Division: 502 ELECTRICAL ENGINEERING					
BANK OF AMERICA		TXN00030372	241620	IEEE PRODUCTS - K. H ILL MEMBE	$199.00
		TXN00030379		STAPLES - PAPER CLIPS, PENS, B	$183.24
		TXN00030444		STAPLES - FILE FOLDERS	$37.24
		TXN00030616		BENTON CO AUDITOR -ELEC RECORD	$78.27
ENERGY NORTHWEST	P057168	O&M00590	241877	WO #C49136(Gerkensmeyer)for	$13,515.60
GEODIGITAL INTERNATIONAL CORPORATION	P057352	GDS23608	241500	Annual Geodigital Mntnc from	$13,941.00
GEORGIA INSTITUTE OF TECHNOLOGY	P056166	622245	241713	SET UP AND PERFORMANCE OF A CA	$2,047.01
RELAY APPLICATION INNOVATION INC	P055597	1930	241761	PROGRAMMING & SCHEMATIC	$2,594.93
	P055597			AMENDMENT #3- PROFESSIONAL	$798.00
RESOURCE ASSOCIATES INTL	P057331	2016-11-26	241530	Hosting Fee and MNTNC 2017	$9,650.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOFTWARE ONE INC	P057319	US-PSI-548639	241447	SOFTWARE LICENSE, Adobe Acroba	$308.98
TRI CITY HERALD	S017255	2814925	241928	ITB SNYDER SUBSTATION BANK 2	$148.31
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$209.05
				ELECTRICAL ENGINEERING TOTAL****	**$43,710.63**
Division: 503 POWER OPERATIONS					
BANK OF AMERICA		TXN00030377	241620	NEWEGG- 5 USB ETHRNT ADAPTRS	$74.95
		TXN00030485		NORTH COAST/CREDIT FOR PINS	($30.54)
		TXN00030486		SAGEPORT GRILL-CO B160094	$73.54
		TXN00030529		APPLEBEES-CO F161090	$55.53
		TXN00030605		DUPUS BOOMERS-CO F161090	$126.62
		TXN00030629		BOBS BURGERS-CO B160099	$140.80
		TXN00030646		BOBS-SHARE VALUS POWER OPS	$575.00
		TXN00030662		STERLING`S-CO B160097	$106.71
		TXN00030683		SAGEPORT GRILL-CO B160100	$64.29
		TXN00030751		STERLING`S-CO F161090	$65.79
		TXN00030761		WAGNER SMITH/TOP COVER	$30.24
		TXN00030765		HOME DEPOT/CLEAN OUT SHOVEL	$30.92
BEAVER BARK & ROCK		787845	241653	ROCK/GRAVEL	$26.02
BENTON PUD	P056121	01/17-5743127752	241859	PRE-NOTIFICATION SERVICES FOR	$340.44
		12/16 72866300000	241660	WYE LIGHTS-BADGER REPEATER	$13.80
BOYD'S TREE SERVICE LLC	P056239	5049	241667	TREE PRUNING SERVICE FROM	$15,287.69
CITY OF RICHLAND		11/2016-1901	241678	#1901 DROP BOX DISP/HAULING	$173.00
		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$2,927.40
				CITY UTILITY BILLS/DEC 2016	$85.89
		12/2016-1901	241678	#1901 DROP BOX DISP/HAULING	$216.20
COLUMBIA GRAIN & FEED INC		147190	241683	16" BAR/BAR NUTS	$55.96
CONNELL OIL INC		0168241-IN	241686	KEROSENE 55GAL	$285.34
D HITTLE & ASSOCIATES INC	P056798	11337	241388	REATA SUB TO DALLAS RD SUB TRA	$3,304.00
FASTENAL COMPANY		WARIC61940	241703	SAFETY GLASS	$36.09
		WARIC62105		SAFETY GLASS	$36.15
		WARIC62159		SAFETY GLASS	$40.64
GEBHART, KEVIN		010417	241886	REIMBURSE CDL ENDORSEMETN	$102.00
HDR ENGINEERING INC	P056950	1200029958	241718	REATA SUB TRANS LINE EASEMENT.	$11,311.26
KELLEY'S TELE-COMMUNICATIONS INC	P057372	022401012017	241895	AFTER HOURS EMERGENCY CALL SVC	$285.75
OSMOSE UTILITIES SERVICES INC	P056129	C12-90 RETAINAGE	241523	UTILITY POLE TESTING FROM 1/1/	$2,502.01
RICHLAND ACE HARDWARE		54732	241589	48" LEVEL	$32.57
		54831	241912	5 PVC CAPS	$23.85
TYNDALE ENTERPRISES INC		1168561	241456	FIRE RETARDANT CLOTHING-2016	$1,644.87
		1184690	241789	FIRE RETARDANT CLOTHING-2016	$294.14
		PB2481418	241456	FIRE RETARDANT CLOTHING-2016	$84.71
		PB2486983		FIRE RETARDANT CLOTHING-2016	$150.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TYNDALE ENTERPRISES INC		PB2503608	241456	FIRE RETARDANT CLOTHING-2016	$37.96
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$410.63
ZURCHER, CHRISTOPHER		010717	241937	REIMBURSE CDL ENDORSEMETN	$102.00
				POWER OPERATIONS TOTAL****	**$41,125.18**
Division: 504 SYSTEMS DIVISION					
ARES CORPORATION	P056486	6730301-09	241615	AMENDMENT #1 REVISED EXHIBT A	$4,142.19
BANK OF AMERICA		TXN00030440	241620	WAUKESHA ELECTRIC/FILTER KITS	$3,769.34
		TXN00030560		AMAZON-EYEWASH ADDITIVE	$39.47
		TXN00030581		OFF DEP- MECH PENCIL LEAD	$5.21
		TXN00030625		WSU-HNDS RLAY SUAREZ, FAIRCLTH	$1,300.00
		TXN00030646		BOBS-SHARE VALUS SYSTEMS	$275.00
BLUEROOM		2107975	241695	POL SERVICE-1032 UNIVERSITY DR	$81.00
		2135727		POL SERVICE-1032 UNIVERSITY DR	$82.00
CARLSON SALES METERING SOLUTIONS LLC	S017182	CSM-3326-1	241372	FREIGHT	$15.55
	S017182			OPTOWAVE QUICK KIT (PROBE WITH	$705.90
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$1,608.34
ELECTRIC POWER SYSTEMS INC	P056820	011512	241699	SNYDER SUB BANK 2 EXPANSION	$26,738.13
ELR CONSULTING INC	P056102	2957	241392	PROF SERVICES PER CONTRACT 30-	$5,821.97
FASTENAL COMPANY		WARIC62681	241880	30 RED ALLIGATOR CLIPS	$125.11
GRAINGER	S017254	9321500622	241889	ANTIBIOTIC FOIL ITEM #1PCZ6	$2.63
HDR ENGINEERING INC	P055184	1200029970	241718	4-YR WORK PLAN PER CONTRACT 75	$1,118.04
	P055184			4-YR WORK PLAN PER CONTRACT 75	$3,125.97
NORCO INC		20134656	241743	ICE TRAC CLEAT	$103.17
OXARC INC		R460324	241747	CYLINDER RENTAL-DECEMBER	$63.69
PLATT ELECTRIC SUPPLY		L104846	241909	WIRE MARKING SLEEVES	$482.10
RICHLAND NAPA		376193	241725	THRD LOCK/CL ROLL	$31.91
STONEWAY ELECTRIC SUPPLY		S101882707.001	241918	30 BACK TO BACK GALV CHANL	$142.03
		S101889141.001		CRNR PLATES, TEE PLATE, CONDUI	$1,013.27
UTILITIES UNDERGROUND LOCATION CENTER		6120200	241792	UTILITIES LOCATE SERVICE	$139.32
UTILIWORKS CONSULTING LLC	P056517	4859	241793	SMART GRID PROJECT PHASE 2 PER	$7,258.00
	P056517	4860		TRAVEL EXPENSES FOR CONTRACT 3	$1,575.66
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$254.43
				SYSTEMS DIVISION TOTAL****	**$60,019.43**
Division: 505 ENERGY POLICY MGMT					
BENTON COUNTY AUDITOR/WEATHERWISE	P057324	12380 RELEASE	241476	RELEASE LIEN: VINCE WINSTON; 4	$73.00
	P057324	211360 RELEASE		RELEASE LIEN; MARK ELLWEIN; 15	$73.00
	P057414	241280 RELEASE-	241858	RELEASE LIEN; MELODY MAYNARD;	$73.00
	P057324	250100 RELEASE 2	241476	RELEASE LIEN; MICHELLE	$73.00
	P057416	251302 RELEASE	241858	RELEASE LIEN: MELISSA GOODENOU	$73.00
	P057416	320060 RELEASE		RELEASE LIEN: EMMA JONES; 1509	$73.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY AUDITOR/WEATHERWISE	P057324	332700 RELEASE 2	241476	RELEASE LIEN: ANDREA SCHADEWIT	$73.00
	P057324	60240 RELEASE		RELEASE LIEN; DANIEL RECORD; 3	$73.00
	P057324	620840 RELEASE		RELEASE LIEN: STEVEN SPINK; 30	$73.00
	P057324	72080 LIEN		Record Lien; A/C 72080;	$73.00
	P057416	753220 RELEASE	241858	RELEASE LIEN: DEBORAH FEUERBOR	$73.00
	P057324	870140 RELEASE 2	241476	RELEASE LIEN; THOMAS GAMMON; 3	$73.00
	P057324	881300 RELEASE		RELEASE LIEN; SHAROK KHABIR; 1	$73.00
BOB RHODES HEATING & A/C INC		090036	241369	2306 INVERNESS-REBATE-HP/PTCS	$1,000.00
BRUCE INC	P057253	16-1134	241861	WEATHERWISE LOAN: K. MERZOUK;	$13,934.47
CHINOOK HEATING & AIR INC		30743	241376	1409 HAINS-REBATE-HP/PTCS	$1,000.00
CITY OF RICHLAND		171400	241379	2411 SWIFT-REBATE-HP/PTCS	$1,000.00
		223380		1201 ACACIA-REBATE-HP/PTCS	$1,000.00
		601700	241680	2167 SHASTA-REBATE-WIN/HP/PTCS	$1,456.00
		693900		138 SPENGLER-REBATE-HP/PTCS	$1,000.00
		740960-	241379	1418 CIMARRON-REBATE-HP/PTCS	$1,000.00
		881200	241680	1320 OXFORD-REBATE-HP/PTCS	$1,000.00
DAYCO HEATING & AIR	P057287	004740-1	241875	WEATHERWISE LOAN: KAROL KROHN;	$8,343.74
		53395	241389	480 HERITAGE HI-REBATE-HP/PTCS	$1,000.00
		54120	241563	408 ADAMS-REBATE-HP/PTCS	$1,000.00
DELTA HEATING & COOLING INC		24646	241390	1407 SUNSET-REBATE-HP/PTCS	$1,000.00
		24649		1423 GOETHALS-REBATE-HP	$800.00
		24687		1630 HOWELL-REBATE-HP/PTCS	$1,000.00
EFFICIENCY SOLUTIONS LLC	P056123	12-16	241698	COMMERCIAL ENERGY EFFICIENCY	$642.00
ENERGY INCENTIVES INC	P056124	CORDEC2016	241702	RESIDENTIAL EE INSPECTIONS PER	$2,018.70
FINANCIAL CONSULTING SOLUTION GROUP	P057201	2429-21612110	241706	COSA, Rate Design Support, and	$350.00
IWI INC		86692	241722	405 SIERRA-REBATE-INSULATION	$563.74
JACOBS & RHODES INC		37050	241412	2190 CLEARVIEW-REBATE-HP/PTCS	$1,000.00
		37060		543 MEADOWS DR-REBATE-HP/PTCS	$1,000.00
	P057209	37078	241723	WEATHERWISE LOAN: J. JAYMES, 2	$13,805.23
		37159	241412	1634 HOWELL-REBATE-HP	$800.00
M CAMPBELL & COMPANY INC		92065	241578	1821 PEACH TREE #2-REBATE-HP	$800.00
		93085		1821 PEACH TREE #3-REBATE-HP	$800.00
		96308	241420	358 GREENBROOK-REBATE-HP/PTCS	$1,000.00
PERFECTION GLASS		9939651137	241752	2011 TRIPPE-REBATE-WINDOWS	$284.94
		9939653336	241431	333 SNYDER-REBATE-WINDOWS	$121.41
TOTAL ENERGY MANAGEMENT INC		56227WWR	241924	2008 TURNER-REBATE-HP/PTCS	$1,000.00
TRANS UNION LLC		12602432	241782	CREDIT REPORTS-GREEN/GRIFFITH	$21.60
TRI CITY GLASS INC		531055	241596	604 GIGI CT-REBATE-WINDOWS	$205.02
				ENERGY POLICY MGMT TOTAL****	**$60,895.85**
Division: 506 TECHNICAL SERVICES					
BANK OF AMERICA		TXN00030539	241620	AMAZON-10 PK LBL BLK ON YELO	$39.99

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030548	241620	AMAZON-5 PK LBL BLK ON WHITE	$24.05
		TXN00030568		OFF DEP-2017 CALENDARS	$46.98
		TXN00030572		OFF DEP-TAPE, NT PADS, PENS	$65.03
		TXN00030646		BOBS-SHARE VALUS TECH SVCS	$150.00
		TXN00030713		JADE LRNG-NEC WIRING MCMAHON	$170.00
BC SALES CO INC		B421370	241652	2 REFLECTIVE COATS	$182.29
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$1,318.34
FASTENAL COMPANY		WARIC62110	241703	JOBBER	$2.16
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$21.88
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$625.00
SOFTWARE ONE INC	P057315	US-PSI-549003	241770	Visio Standard Government Lice	$175.05
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$156.20
				TECHNICAL SERVICES TOTAL****	**$2,976.97**
				ELECTRIC UTILITY FUND Total ***	**$239,189.37**
FUND 402	**WATER UTILITY FUND**				
Division: 000					
ALMOND & SONS ASPHALT LLC		16-01259	241855	REFUND HYDRANT METER #341	($30.00)
				REFUND HYDRANT METER #341	$750.00
BADGER MOUNTAIN IRRIGATION DISTRICT		2016-4TH QTR	241618	BADGER SOUTH WTR CONNECT FEES	$3,000.00
FOWLER GENERAL CONSTRUCTION INC		15-01196	241883	REFUND HYDRANT METER #367	($30.00)
				REFUND HYDRANT METER #367	$750.00
		16-02663		REFUND HYDRANT METER #370	($30.00)
				REFUND HYDRANT METER #370	($10.45)
				REFUND HYDRANT METER #370	$750.00
G2 CONSTRUCTION		16-02208	241885	REFUND HYDRANT METER #372	$750.00
				REFUND HYDRANT METER #372	($30.00)
J & B CONSTRUCTION AND LANDSCAPING CO		16-03015	241891	REFUND HYDRANT METER #370	$750.00
PREMIER EXCAVATION INC		C47-16/ RETAINAGE	241943	C47-16 RETAINAGE	$2,112.19
PREMIER EXCAVATION INC #20780		16-01218	241910	REFUND HYDRANT METER #362	$750.00
				REFUND HYDRANT METER #362	($30.00)
				UNASSIGNED TOTAL****	**$9,451.74**
Division: 410	WATER CAPITAL PROJECTS				
BERGER ABAM ENGINEERS INC	S054546	317426	241662	CO #2 WATER LINE DESIGN	$17,413.88
HD FOWLER COMPANY INC		I4406512	241717	16" COUPLING	$1,926.46
		I4406690		SHIPPING-COUPLING	$108.60
IRZ CONSULTING LLC	P052094	7015	241734	AMENDMENT #3 TO COMPLETE THE	$1,480.00
				WATER CAPITAL PROJECTS TOTAL****	**$20,928.94**
Division: 411	WATER ADMINISTRATION				
ARBAUGH & ASSOCIATES INC		1579	241614	ARBAUGH CONTRACT FEES-DEC 16	$563.04

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RH2 ENGINEERING INC	P056226	66741	241438	WATER HYDRAULIC MODELING ON-CA	$644.13
	P055760	66742		WATER SYSTEM PLAN-2015: #180-	$17,386.43
				WATER ADMINISTRATION TOTAL****	**$18,593.60**
Division: 412 WATER OPERATIONS					
ARAMARK UNIFORM SERVICES INC	S017227	12/16-934962000	241613	LINEN CHARGES FOR DECEMBER 201	$43.44
BANK OF AMERICA		TXN00030452	241620	HARBOR FREIGHT - SHOP VACS - W	$108.58
		TXN00030540		HARBOR FREIGHT - PRY BARS - WE	$15.18
		TXN00030654		WAL-MART - BOOT WARMER	$37.98
		TXN00030707		MALLORY SAFETY AND SUPPLY - FA	$389.09
BENTON FRANKLIN HEALTH DISTRICT		8553	241659	WATER SAMPLES	$2,150.00
BENTON RURAL ELECTRIC ASSOCIATION		11/16-38510	241661	KENNEDY BOOSTER STATION	$1,949.96
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$39,445.65
COLUMBIA ELECTRIC SUPPLY		5858-778197	241682	20 PIN 16PT INPU	$373.20
GRAINGER	S017254	9330138661	241889	NEUTRAL FLOOR CLEANER ITEM #10	$23.70
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$18.38
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$525.00
LAB/COR INC		160994-3327	241730	WATER SAMPLES	$575.00
		161110-3418		WATER SAMPLES	$450.00
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$12.26
RICHLAND ACE HARDWARE		54784	241912	PROPANE/SNOW SHOVEL/TORCH	$198.66
TALLENT, JOHN		010617	241920	REIMBURSE WTPO IV APP & EXA	$185.00
UNITED PARCEL SERVICE	S017250	000986641027	241597	GRD PKG TO WATER METRICS / WAT	$19.32
	S017257	000986641037	241929	NDA PKG TO LABCOR FOR WATER	$12.52
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$170.77
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$70.29
				WATER OPERATIONS TOTAL****	**$46,773.98**
Division: 413 WATER MAINTENANCE					
AT&T WIRELESS		12/16-28724328888	241616	287243288881 11/27-12/26/16	$57.82
BANK OF AMERICA		TXN00030323	241620	OFFICE DEPOT - TONER	$86.63
		TXN00030385		GREEN RIVER COMMUNITY CO - TR	$380.00
		TXN00030443		Amazon - HEAVY DUTY TRUNK - SN	$65.93
		TXN00030446		WALMART - CELL PHONE CHARGER -	$45.31
		TXN00030549		ZORO TOOLS/LED LIGHTS	$465.54
		TXN00030552		THE HOME DEPOT - AIR VAC INSUL	$216.08
		TXN00030598		ZORO TOOLS/LED LIGHTS	$2,560.45
		TXN00030602		GREEN RIVER COMMUNITY - CREDIT	($380.00)
		TXN00030666		USA BLUE BOOK - DPD DISPENSERS	$140.86
		TXN00030689		OFFICE DEPOT - OFFICE SUPPLIES	$20.84
		TXN00030701		OFFICE DEPOT - CERTIFICATE FR	$22.15
		TXN00030707		MALLORY SAFETY AND SUPPLY - FA	$349.65

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030718	241620	OFFICE DEPOT - NOTE PADS	$15.18
		TXN00030789		OFFICE DEPOT - PAD FOLDER	$57.32
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$389.61
				CITY UTILITY BILLS/DEC 2016	$136.99
				CITY UTILITY BILLS/DEC 2016	$71.26
				CITY UTILITY BILLS/DEC 2016	$54.59
				CITY UTILITY BILLS/DEC 2016	$26.23
				CITY UTILITY BILLS/DEC 2016	$4.08
				CITY UTILITY BILLS/DEC 2016	$926.40
		12/2016-26	241678	#26 LANDFILL FEES	$60.00
FASTENAL COMPANY		WARIC62417	241880	BRASS BOLTS	$268.50
		WARIC62520		NUTS/BOLTS	$122.02
		WARIC62576		COTTER PIN/SLVS SLP	$63.44
		WARIC62621		BOLTS	$48.11
FERGUSON ENTERPRISES INC		4806278	241705	GASKET	$142.53
GRAINGER	S017254	9325652312	241889	DOOR BOTTOM SWEEP ITEM #3EGR8	$64.18
	S017254	9329208327		BOLT, FOOT, 6 IN LONG ITEM #4P	$27.24
	S017254	9329208335		V-BELT ITEM #4L380	$12.40
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		195354	241416	PVC NIPPLE/COUPLER	$10.00
OXARC INC		R460321	241747	CYLINDER RENTAL-DECEMBER	$73.41
PREMIER EXCAVATION INC #20780		16-01218	241910	REFUND HYDRANT METER #362	($235.00)
RICHLAND ACE HARDWARE		212611	241912	LIGHTER/CHAIN	$35.91
		54818		SCREW DRIVER/SIGN/HOG RING	$19.29
STEEBER'S LOCK SERVICE		015276	241917	DUPLICATE KEYS	$10.82
UTILITIES UNDERGROUND LOCATION CENTER		6120200	241792	UTILITIES LOCATE SERVICE	$23.22
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$399.28
XEROX CORPORATION		087605137	241936	W7855PT BASE CHG/PRINTS-DEC	$42.46
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$22.01
				WATER MAINTENANCE TOTAL****	**$6,922.74**
				WATER UTILITY FUND Total ***	**$102,671.00**
FUND 403	**WASTEWATER UTILITY FUND**				
Division: 000					
APOLLO INC		C266-16/PMT 1	241610	C266-16/PMT 1 RETAINAGE	($431.03)
				UNASSIGNED TOTAL****	**($431.03)**
Division: 420	SEWER ADMINISTRATION				
JUB ENGINEERS INC	P056899	105815	241726	2016 SANITARY SEWER SYSTEM	$2,375.07
				SEWER ADMINISTRATION TOTAL****	**$2,375.07**
Division: 421	SEWER CAPITAL PROJECTS				
APOLLO INC		C266-16/PMT 1	241610	WWTF HYPOCHLORITE PIPING MODS	$9,361.95

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CH2M HILL ENGINEERS INC	S054283	381091531	241375	AMENDMENT #3 ADDITIONAL SERVIC	$2,063.31
IRRIGATION SPECIALISTS INC		1197916-01	241721	SOLIDS 3FT BURY F/F HYDRANT	$230.97
MP CONSTRUCTION INC	P056970	1606-157-01	241903	WWTF CHLORINE BLDG DOOR	$4,401.02
QUALITY COATINGS INSPECTION & CONSULTING INC	P056945	11032	241756	WWTF PRIMARY CLARIFIER #2 &	$1,834.10
				SEWER CAPITAL PROJECTS TOTAL****	**$17,891.35**
Division: 422 SEWER OPERATIONS					
APPLIED INDUSTRIAL TECH INC		7009432607	241612	RAS PUMPS B108 BELTS	$101.17
		7009470244		ASPS PMP HT X 2 BLTS 108 & 62	$262.04
BANK OF AMERICA		TXN00030322	241620	INTERNATIONAL TRANSACTION - MG	$0.08
		TXN00030331		USA BLUE BOOK - NTRLZNG RINSE	$41.95
		TXN00030332		ACHIEVE TRAINING CTR - MGMT TN	$9.95
		TXN00030337		THE HOME DEPOT #4746 - PSHBRMS	$162.12
		TXN00030361		NPC NEW PIG CORP - DIKES 3 COM	$1,096.50
		TXN00030463		STAPLES - FILES/LABELS/PADS/EN	$272.84
		TXN00030470		USA BLUE BOOK - GGA 300 ML WW	$169.31
		TXN00030488		IN GLASS NOOK INC - HT LMP RP	$7.61
		TXN00030490		THE HOME DEPOT #4746 - GLVS &	$73.28
		TXN00030501		STAPLES - FILE BOXES 15 ARCHIV	$144.33
		TXN00030512		Amazon.com - TOTES 3, JUG, HOO	$57.97
		TXN00030559		DESSERTS BY KELLY - HLDAY CKIE	$28.12
		TXN00030626		OFFICE DEPOT #1078 - PHOTO PGS	$5.42
		TXN00030668		TFS FISHERSCI ECOM HUS - TBLTS	$536.31
		TXN00030671		TFS FISHERSCI ECOM HUS - SNSR	$173.44
		TXN00030680		WOODS END LABORATORIES IN - SO	$170.50
		TXN00030694		TFS FISHERSCI ECOM HUS - BASC	$142.18
		TXN00030698		COLUMBIA BASIN HOTSY - FLX ADP	$164.27
		TXN00030720		THE HOME DEPOT #4746 - CLNRS B	$54.19
		TXN00030760		SPUDNUT SHOP - DONUTS SW TRNG	$18.03
		TXN00030779		THE HOME DEPOT #4746 - TOTE VA	$197.32
		TXN00030785		FRED-MEYER #0286 - 50-INCH TV	$380.09
BLUEROOM		2135725	241695	POL SERVICE-WWTP-DECEMBER 2016	$81.00
CENTRAL HOSE & FITTINGS INC		449332	241671	HYDRANT HOSE	$61.55
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$23,002.75
		12/2016-17	241678	#17 DROP BOX/STREET SWEEPINGS	$3,660.25
		12/2016-25		#25 BIOSOLIDS LANDFILL FEES	$3,308.48
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-569162	241687	OPS BLDG OUTDR LIGHTS (6)	$258.20
COYOTE RIDGE CORRECTIONS CENTER		CRCC1612.387	241873	WORK CREW DECEMBER 2016	$104.23
ENERGY INCENTIVES INC		CORWWTF004	241876	LAB FUME HOODS TESTING	$100.00
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$18.36
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$525.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HACH COMPANY		10252170	241715	LAB LBOD PROBE W/1M CBLE	$1,158.10
IRRIGATION SPECIALISTS INC		1198721-01	241721	SLDS BLDG BLT PRS SCH80 FTGS	$63.04
LINKO TECHNOLOGY INC	P057128	4959	241897	Linko Remote Inspector Softwar	$8,840.00
MIDWEST LABORATORIES INC	P057248	833153	241424	SHIPPING (ESTIMATED)	$52.04
	P057248			CITY OF RICHLAND LANDFILL 12/1	$335.00
	P057248			CITY OF RICHLAND LANDFILL COMP	$335.00
NORTH COAST ELECTRIC COMPANY		S7588147.001	241744	MOTOR STARTER FOR CIRC PUMP	$719.34
OXARC INC		R460320	241747	CYLINDER RENTAL-DECEMBER	$12.78
PARAMOUNT SUPPLY COMPANY		463969	241750	PCLRF 2 BALL VLVS SPRY LINE	$181.08
PASCO MACHINE COMPANY INC		82903	241751	DIGESTER REBLD HOTWTR CIRC PUM	$760.88
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$7.16
RICHLAND ACE HARDWARE		54703	241764	SLDS HYDRANT HOSE NOZZLE	$14.11
SERV-A-PURE COMPANY		106053	241769	C TNK & MEMB CARTRIDGE	$441.77
		106055		MEMBRANE CARTRIDGE	$211.77
STONEWAY ELECTRIC SUPPLY		S101875172.001	241773	DIGSTR CMPRSR INSTL FTNGS	$25.26
		S101875847.001		DIGSTR CMPRSR INSTALL LUGS	$9.08
SUNBELT RENTALS INC		65241768-001	241774	COMPOST SKIDSTEER RENTAL	$1,585.93
TACOMA SCREW PRODUCTS INC		22164454	241776	CENTER PULL RAGS	$77.76
UNITED PARCEL SERVICE	S017257	000986641037	241929	NDA PKG TO ALS FOR WWTP OPS	$21.00
	S017257			WEIGHT CORRECTION FOR PKG TO A	($1.34)
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$164.44
XEROX CORPORATION		087605109	241801	W7845PT BASE CHG/PRINTS-DEC	$254.96
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$113.58
				SEWER OPERATIONS TOTAL****	**$50,771.58**
Division: 423 SEWER MAINTENANCE					
AT&T WIRELESS		12/16-28724328888	241616	287243288881 11/27-12/26/16	$42.95
BANK OF AMERICA		TXN00030342	241620	LELAND LIMITED INC - N BTLES 1	$233.31
		TXN00030387		THE HOME DEPOT #4746 - STUCCO	$49.29
		TXN00030502		THE HOME DEPOT #4746 - SNW SHV	$84.11
		TXN00030541		HARBOR FREIGHT TOOLS 49 - BRAD	$19.53
		TXN00030773		FRED-MEYER #0286 - TV WALL MT	$62.10
		TXN00030774		SHOW ME CABLES - VGA MONITOR C	$10.58
CH2O INC		251683	241672	BOILER TESTING-DEC 16 BW LABOR	$64.49
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-570888	241687	DUPORTAIL LS PUMP RELAY	$282.36
COSSMAN, TADD		16-481 COSSMAN	241387	16-481 INSPECT VACCON TRUCK	$18.00
GRAINGER	S017254	9320442065	241889	MOTOR ITEM #23TD87	$316.15
	S017254	9322785016		VISE, QUICK RELEASE ITEM #6Z84	$161.03
HD FOWLER COMPANY INC		I4406436	241717	SHOP STOCK YLW/GRN DYE TABS	$264.55
		I4407051		SHOP STOCK ORNG DYE TABS	$264.55
KAMAN INDUSTRIAL TECHNOLOGIES		P66148	241727	SHOP BELT FR WLDR EXH FAN	$5.41
LIDDELL, PHILLIP		16-482 LIDDELL	241418	16-482 INSPECT VACCON TRUCK	$18.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		54626	241764	OPS WASHMCHNE TIDE ULTRA	$21.70
		54696		OPS EXT CORD LUNCHROOM TV	$10.85
STONEWAY ELECTRIC SUPPLY		S101875452.001	241773	OPS BLTSPRY BAR UNISTRUT	$88.73
		S101881272.001		BOILER WIRING FR SRGEPRTCTR	$125.17
TACOMA SCREW PRODUCTS INC		22164574	241776	BNDSW BLADE/UBOLTS/GLOVES	$57.69
		22164689		OPS SHOP CIRC SAW KIT	$281.27
		22164755		M12 XC LITHBATPACT	$134.15
		22164758		TRK 3328 WERA 6-IN SCREWDRIVER	$10.73
		22164759		RTRN SCREWDRIVER TRK 3328	($22.05)
		22164922		FIRST AID STATION	$213.84
UTILITIES UNDERGROUND LOCATION CENTER		6120200	241792	UTILITIES LOCATE SERVICE	$23.22
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$156.63
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$1.39
				SEWER MAINTENANCE TOTAL****	**$2,999.73**
				WASTEWATER UTILITY FUND Total ***	**$73,606.70**
FUND 404		**SOLID WASTE UTILITY FUND**			
Division: 430		CAPITAL PROJECTS			
PARAMETRIX INC	P056302	01-78214	241749	LANDFILL CONTAMINATION ASSESSM	$6,238.82
SCS ENGINEERS	P056479	0292810	241768	SOLID WASTE DISPOSAL ALTERNATI	$1,862.50
				CAPITAL PROJECTS TOTAL****	**$8,101.32**
Division: 431		SOLID WASTE ADMINISTRATION			
JOYCE ZIKER PARKINSON PLLC		45768	241724	LANDFILL CONTAMINATION -INSURA	$4,851.96
		45769		LANDFILL CONTAMINATION - LEGAL	$367.00
		45998		LANDFILL CONTAMINATION -INSURA	$7,346.96
		45999		LANDFILL CONTAMINATION - LEGAL	$36.00
PARAMETRIX INC	P057224	01-78215(1)	241749	HORN RAPIDS LANDFILL GAS	$7,500.00
				SOLID WASTE ADMINISTRATION TOTAL****	**$20,101.92**
Division: 432		SOLID WASTE COLLECTION			
BANK OF AMERICA		TXN00030561	241620	SPORTS IMPORTS LTD - Snow shoe	$323.91
BECKER, PHIL		16-467 BECKER	241363	16-467 DADEE MFG & COLLECTI	$8.08
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$213.79
		16-467 BECKER	241378	16-467 DADEE MFG & COLLECTI	$193.00
GTP INVESTMENTS LLC	P057396	403820228	241566	BADGER MTN LEASE FOR CITY CELL	$10.94
	P057396	403820231		BADGER MTN LEASE FOR CITY CELL	$312.50
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$25.57
ROWAND MACHINERY CO		213899	241442	PICK UP OF WATER TRUCK	$157.48
THE SHERWIN WILLIAMS CO		0200-0	241454	PAINT	$183.92
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$716.65
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$23.60

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				SOLID WASTE COLLECTION TOTAL****	**$2,169.44**
Division: 433 SOLID WASTE DISPOSAL					
ARAMARK UNIFORM SERVICES INC	S017227	12/16-934962000	241613	LINEN CHARGES FOR DECEMBER 201	$128.93
BANK OF AMERICA		TXN00030382	241620	STAPLES - BINDERS,PENS,TABS	$82.81
		TXN00030411		NPC NEW PIG CORP - HAZARDOUS S	$100.69
		TXN00030711		STAPLES -INK FOR TREED, RUBBER	$65.49
BLAIR, JEANNETTE		DEC 2016	241368	BLAIR-MILEAGE 12/5 - 12/28/	$36.07
CAROLINA SOFTWARE	P057380	63464	241557	Quarterly Svc WasteWorks SW	$500.00
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$2,161.32
COMPLETE PEST PREVENTION INC		32636	241870	PEST CONTROL SRVCS-DECEMBER	$97.74
COYOTE RIDGE CORRECTIONS CENTER		CRCC1612.387	241873	WORK CREW DECEMBER 2016	$312.15
FASTENAL COMPANY		WARIC62178	241398	GREASE CONTROL VALVES	$98.01
FRONTIER	S017229	01/17 2061882614	241401	TELEPHONE CHARGE 12/16/16-1/18	$122.73
GRAINGER	S017254	9326709152	241889	SNOW PUSHER ITEM #4W603	$74.19
MITCHELL, FRANK		DEC 2016	241427	MITCHELL- MILEAGE DEC 2016	$49.14
ORRCO		393627	241746	USED OIL TESTING/PICK-UP/HAUL	$150.00
		393795	241908	USED OIL TESTING/PICK-UP/HAUL	$150.00
PARADISE BOTTLED WATER CO		12/16-LANDFILL	241748	BOTTLED WATER-DECEMBER	$94.97
PARAMETRIX INC	P056299	01-78215(2)	241749	2016 LANDFILL MONITORING,SAMPL	$2,422.18
RICHLAND ACE HARDWARE		53948	241439	TIRE REPAIR KITS	$29.50
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$52.34
XEROX CORPORATION		087605110	241936	W7225PT BASE CHG/PRINTS-DEC	$212.86
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$49.17
				SOLID WASTE DISPOSAL TOTAL****	**$6,990.29**
				SOLID WASTE UTILITY FUND Total ***	**$37,362.97**
FUND 405 STORMWATER UTILITY FUND					
Division: 000					
CULBERT CONSTRUCTION INC		241-15/ RETAINAGE	241689	2015 MISC. STORM REPAIRS	$4,088.49
				UNASSIGNED TOTAL****	**$4,088.49**
Division: 440 STORMWATER CAPITAL PROJECTS					
HERITAGE PROFESSIONAL LANDSCAPING INC		56418	241409	STORMWATER RETRO-WNTRIZE IRRIG	$74.94
				STORMWATER CAPITAL PROJECTS TOTAL****	**$74.94**
Division: 441 STORMWATER					
AMERICAN ROCK PRODUCTS INC		294013	241608	LESLIE PD REPAIR ECO BLOCKS	$543.00
CENTRAL HOSE & FITTINGS INC		448813	241671	VAC TRK CAM LOCK FTNGS	$134.00
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$298.34
THE SHERWIN WILLIAMS CO		0239-8	241780	STRM STRCTR YAKIMA REPAINT	$58.56
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$15.20
				STORMWATER TOTAL****	**$1,049.10**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				STORMWATER UTILITY FUND Total ***	**$5,212.53**
FUND 407		**MEDICAL SERVICES FUND**			
Division: 121		AMBULANCE			
BANK OF AMERICA		TXN00030437	241620	CHARTER - STA INTERNET FEES	$83.73
		TXN00030599		MICRO DIRECT - CO MONITOR	$1,429.31
		TXN00030606		GMRS OUTLET - ICOM RADIOS	$920.80
BOUND TREE MEDICAL LLC		82318141	241665	STERILE IRRIGATION WATER	$12.20
		82320648		ANTIMICROBIAL HAND WIPES	$14.76
		82320649		IV SETS/GLOVES/ELECTRODES	$1,516.26
		82320650		ANTIMICROBIAL HAND WIPES	$16.92
		82321976		IV SETS/BITRAC MASK/ET TUBE	$771.78
		82321977		GLOVES/IODINE/DEFIB PADS	$408.30
		82321978		HAND WIPES	$35.36
		82323176		BITRAC ED MASK/STRAP	$646.09
		82325410		SALINE/ASPRINE/KING LTS/IVS	$1,121.89
		82332375		IV SETS/GLOVES/PREP PADS	$580.93
		82333633		LARYNGOSCOPE BLADE	$127.24
		82337130		EXAM GLOVES/TUBE INTRODUCER	$356.24
		82340132		STERILE IRRIGATION WATER	$4.88
		82350126		EPINEPHRINE	$151.80
		82350127		MIDAZOLAM	$135.95
		82356385		ASPIRIN/SALINE/BVM/GLUCOSE	$274.92
		82357728		SALINE	$331.38
		82357729		SALINE	$883.68
		82359006		GLUCOSE MONITORING SYSTEM	$93.39
CARDINAL HEALTH 411 INC		1562985	241371	EPINEPHRINE/LIDOCAINE	$50.35
		1594363		AMIDATE	$62.17
CHAPLAIN SERVICES NETWORK		RFD-12312016	241673	CHAPLAIN SRVCS OCT-DEC 2016	$1,338.75
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$627.04
COLUMBIA BASIN COLLEGE	P057404	27554	241868	PARAMEDIC STUDENT WORKSHOP	$60.00
EAGLE PRINTING & GRAPHIC DESIGN INC		44432	241696	BEANIE EMBROIDERY X 61	$231.86
ON SCENE MEDICAL SERVICES, P.C.	P057377	00108	241906	HEAVY METALS TEST W/DISP FEE	$182.00
	P057377			TB TESTING (LEONARD) - PM PROG	$29.00
OXARC INC		30323PP	241747	MEDICAL OXYGEN	$43.80
		30978PP		MEDICAL OXYGEN	$65.41
		31604PP		MEDICAL OXYGEN	$42.11
		32192PP		MEDICAL OXYGEN	$51.56
		32638PP		MEDICAL OXYGEN	$26.58
PARADISE BOTTLED WATER CO		11/16-FIRE ST 71	241748	BOTTLED WATER-NOVEMBER	$27.95
		11/16-FIRE ST 72		BOTTLED WATER-NOVEMBER	$21.85

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PARADISE BOTTLED WATER CO		11/16-FIRE ST 73	241748	BOTTLED WATER-NOVEMBER	$15.75
		11/16-FIRE ST 74		BOTTLED WATER-NOVEMBER	$17.28
		12/16-FIRE ST 71		BOTTLED WATER-DECEMBER	$31.00
		12/16-FIRE ST 72		BOTTLED WATER-DECEMBER	$34.05
		12/16-FIRE ST 73		BOTTLED WATER-DECEMBER	$20.33
		12/16-FIRE ST 74		BOTTLED WATER-DECEMBER	$14.23
PHYSIO-CONTROL INC		417000263	241586	LIFEPAK MAINT 1/1-12/31/17	$8,457.78
PUBLIC SAFETY TESTING INC		2016-7259	241755	4TH QTR 2016 SUBSCRIPTION FEES	$409.90
RICHLAND BELL FURNITURE INC		5548	241440	RECLINERS (3)	$505.00
SPRINT		891160522-154	241771	RFD CELL PHONES 11/18-12/17/16	$36.53
TARGETSOLUTIONS LEARNING, LLC	P057094	INV00000017331	241452	Target Solutions Platform Prem	$2,085.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON M2M CHARGES Invoice	$35.10
	P057399			VERIZON CELL PHONE CHARGES Inv	$224.06
WALLING, JON		DEC 2016	241460	REIMBURSE TEXTBOOK/CLASS EX	$768.70
				AMBULANCE TOTAL****	**$25,432.95**
				MEDICAL SERVICES FUND Total ***	**$25,432.95**
FUND 408		**BROADBAND FUND**			
Division:	460	BROADBAND ADMINISTRATION			
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$272.23
				BROADBAND ADMINISTRATION TOTAL****	**$272.23**
				BROADBAND FUND Total ***	**$272.23**
FUND 501		**CENTRAL STORES FUND**			
Division:	903	CENTRAL STORES			
XEROX CORPORATION		087605148	241801	D95 PRINT SHOP BASE CH-DEC	$295.74
		087605150		C75 PRINT SHOP COPIER-DEC	$290.01
				CENTRAL STORES TOTAL****	**$585.75**
				CENTRAL STORES FUND Total ***	**$585.75**
FUND 502		**EQUIPMENT MAINTENANCE FUND**			
Division:	214	EQUIPMENT MAINTENANCE			
A COMPLETE JANITORIAL SUPPLY		73944	241853	MOP HANDLES	$34.38
ALAMO SALES CORPORATION		5634431	241854	PAR LIFT VEH 6582 WO 45435	$1,623.01
ALLDATA LLC		FW885265/2017	241470	ALLDATA ANNUAL SUBSCRIPTION	$1,629.00
ARAMARK UNIFORM SERVICES INC	S017227	12/16-934962000	241613	LINEN CHARGES FOR DECEMBER 201	$152.97
ATOMIC AUTO BODY INC		31228	241617	VEH REPAIR VEH 2394 WO 45358	$4,274.95
		31327	241856	VEH REPAIR VEH 1104 WO 45467	$1,557.22
BANK OF AMERICA		TXN00030335	241620	HOME DEPOT - VEH#4117 ELBOW	$7.56
		TXN00030349		OFFICE DEPOT - WIRE TAGS	$69.49

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00030388	241620	AMAZON - 21PC DRILL BIT SET	$59.99
		TXN00030476		HOME DEPOT - VEH3213 ELBOW	$11.97
		TXN00030498		FREEDOM TOOL - #2420 CRANKSHAF	$378.89
		TXN00030634		STAPLES - PRINTER TONER	$215.53
BIG WEST EQUIPMENT		931306	241554	TUNE UP KIT VEH 7150 WO 45400	$557.88
BLUE TARP FINANCIAL INC		37034685	241555	PWR INVERT VEH 2398 WO 45266	$529.99
		37111598	241860	REMOTE CABLE VEH 2398 WO 45490	$8.99
BUSH CAR WASH		3762	241788	VEHICLE WASHES-DEC	$70.00
CASCADE FIRE EQUIPMENT CORP DBA		119372	241373	BALL BEARG VEH 5029 WO 44201	$60.89
CENTRAL HOSE & FITTINGS INC		449257	241374	MAGNETIC VEH 3203 WO 45242	$31.34
		449586	241479	BRE6405 VEH 3248 WO 45394	$3.87
		449805	241558	HYD ASSEMBLY VEH 3213 WO 45399	$498.77
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$2,747.96
COAST CRANE COMPANY		DI/082901	241865	SUPER 6000 VEH 6593 WO 45447	$690.70
COLEMAN OIL COMPANY		0430748-IN	241560	LANDFILL DIESEL DYED	$3,453.48
		CL50853	241382	CARD LOCK FUEL 12/26-12/31/16	$9,556.18
		CL54530	241483	CARD LOCK FUEL 01/01/16	$473.69
		CL55072		CARD LOCK FUEL 1/2-1/8/17	$13,145.32
		CL55650	241560	CARD LOCK FUEL 01/09-01/15/17	$15,867.74
		CL56785	241867	CARD LOCK FUEL 1/16-1/22/17	$12,259.16
COMMERCIAL TIRE INC		232416	241383	WHEL SWITCH VEH 3280 WO 45314	$141.18
		233160		FLAT REPAIR VEH 3240 WO 45315	$36.92
		233161		WHEL SWITCH VEH 3284 WO 45316	$65.16
		233342	241485	FLAT REPAIR VEH 3222 WO 45380	$36.92
		233343		FLAT REPAIR VEH 3333 WO 45381	$45.07
		233358		TIRES VEH 3280 WO 45382	$1,196.23
		233359		TIRES VEH 3335 WO 45379	$2,128.20
CONNELL OIL INC		0168512-IN	241486	OIL VEH 3313 WO 45259	$38.02
		C164134-IN	241871	LUBE PRODUCTS	$635.32
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-570602	241385	PRESS TERM VEH 6603 WO 44572	$42.84
CORWIN OF PASCO LLC		392184	241487	BRAKE PAD VEH 3324 WO 44654	$87.42
		392375	241561	ELEMENTS VEH 5040 WO 45332	$119.06
		392380		ELEMENTS VEH 5043 WO 45332	$143.16
		392485	241872	ORD BOX/PIN VEH 2432 WO 45355	$615.31
		392652		PANEL VEH 5044 WO 45430	$139.86
		CM391733	241487	CORE RETURN VEH 3316	($65.16)
EMERALD SERVICES INC DBA		72450713	241700	USED OIL NON-PREQUAL SERVICE	$950.60
EMPIRE RUBBER & SUPPLY CO		273917	241393	PANGOFOL VEH 3204 WO 45124	$56.54
FAST SIGNS		139-54436	241397	VEH NUMBERS VEH 4165 WO 45288	$19.20
		139-54547		VEH NUMBERS VEH 4165 WO 445288	$46.74
FASTENAL COMPANY		WARIC62716	241880	DOM/FLT VEH 6596 WO 45445	$346.43

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FINAL TOUCH UPHOLSTERY		29583	241881	SEAT REPAIR VEH 2365 WO 45392	$543.00
FORCE AMERICA DISTRIBUTING LLC		IN001-1110517	241495	SOLENOID VEH 6582 WO 45346	$326.81
GENUINE AUTO GLASS OF TRI CITIES LLC		618336	241404	WS REPAIR VEH 3213 WO 45299	$32.58
HD INDUSTRIES INC		24832	241407	ELECTRODE VEH 3247 WO 45004	$64.90
JIM'S PACIFIC GARAGES INC		X100056903	241413	WTR SEPARATR VEH 3203 WO 45242	$47.66
		X100057370	241506	VALVE VEH 3204 WO 45274	$62.60
		X100057773		CLIP VEH 3204 WO 45274	$4.89
		X100057995		AC COMP VEH 3279 WO 45387	$336.19
		X100058011	241570	A/C HOSE VEH 3279 WO 45387	$606.70
		X100058147	241506	TARP TIES VEH 6000 WO 45386	$139.77
		X100058167		TARP TIES VEH 6000 WO 45386	$112.73
		X100058311	241570	BELT VEH 3279 WO 45387	$24.41
		X100058311:02	241892	BELT VEH 3279 WO 45466	$33.19
KUSTOM SIGNALS INC		535705	241417	RADAR UNIT VEH 4134 WO 45298	$208.80
LIBERTY LAWN & SAW SHOP		787	241733	ENGINE VEH 5036 WO 44866	$381.14
		788		IGN COIL VEH 3316 WO 44650	$83.02
		817		CARBURETOR VEH 7200 WO 45250	$147.67
MCCURLEY CHEVROLET		915747	241422	GASKETS VEH 3304 WO 45210	$1,241.48
		916073	241515	BALANCER VEH 1380 WO 45284	$622.33
		916168		WEATHERTECH VEH 2388 WO 45352	$194.31
		916246		2PANEL VEH 2365 WO 45392	$411.71
		916323	241898	HANDLE VEH 2386 WO RETURNED	$87.51
		916372	241515	HARNESS VEH 1105 WO 45376	$317.33
		916373-	241898	VEH 1105 WO 45376	$73.59
		916447	241579	ACTUATOR VEH 2303 WO 45397	$157.35
		916530		FILTER/GASK VEH 3276 WO 45416	$94.97
		916817	241898	BELT KIT VEH 2365 WO 45392	$107.24
		CM915747	241515	RETURNED HOSE VEH 3304	($32.21)
		CM916323	241898	HANDLE VEH 2386 WO CREDIT	($74.10)
MOBILE FLEET SERVICE INC		1270180015	241901	SWITCH VEH 3213 WO 45468	$63.83
MONARCH MACHINE & TOOL CO INC		A187842	241902	SHAFT VEH 3204 WO 45491	$26.53
		F187739	241583	PLOW MOUNT VEH 3212 WO 45255	$1,590.72
		F187803	241902	MOUNTG PLATE VEH 7092 WO 45068	$1,331.00
OXARC INC		R460323	241747	CYLINDER RENTAL-DECEMBER	$152.07
RDO EQUIPMENT CO		P32860	241527	DRIVE SHAFT VEH 6594 WO 45218	$712.94
		P32952		BRUSH VEH 6594 WO 45212	$665.48
		P33332	241587	BRUSH VEH 6595 WO 45433	$332.74
		W51402		FUEL SYS REP VEH 7141 WO 45438	$388.32
REBUILDING & HARDFACING INC		58289	241436	BLADE SAVER VEH 6584 WO 45347	$1,071.88
		58318	241528	BLADES VEH 3212 WO 45393	$3,859.64
		58341	241588	CURB GUARDS VEH 6584 WO 45437	$120.00

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RICHLAND NAPA		376344	241414	PAINT VEH 5042 WO 45159	$6.34
		376421		ADAPTER VEH 3292 WO 44986	$20.62
		376427		FILTER VEH 1104 WO 45203	$19.48
		376574		FILTER VEH 3304 WO 45211	$71.94
		376603		HTR PARTS VEH 3264 WO 45143	$121.98
		376619		RESISTOR VEH 3264 WO 45143	$38.64
		376634		RESISTOR VEH 3265 WO CREDIT	($24.71)
		376667		OIL 15/40 VEH 7141 WO 45229	$149.74
		376669		FILTER VEH 2446 WO 45235	$19.33
		376670		FILTER VEH 3203 WO 45242	$31.97
		376681	241893	OIL 15/40 VEH 7141 WO 45470	$169.29
		376697	241414	FLOOR DRY VEH 800 WO 45234	$91.55
		376717		SENT VEH 3309 WO 45086	$26.75
		376718		FILTER VEH 2445 WO 45232	$19.33
		376723		OIL VEH CREDIT WO CREDIT	($149.74)
		376734		TOOL WARRANTY	$0.00
		376781		WIRE VEH 3321 WO 45236	$16.82
		376786		FILTER VEH 3309 WO 44660	$11.82
		376799		FILTER VEH 1211 WO 45240	$16.93
		376814		LIGHT VEH 3312 WO 45233	$13.47
		376844		LIGHT VEH 2346 WO 45237	$6.82
		376849		SPARK PLUG VEH 2364 WO 4524	$1.99
		377016	241571	FILTER VEH 3313 WO 45260	$117.15
		377021		WIPERS VEH 3279 WO 45257	$20.61
		377022		BATTERY VEH 3328 WO 45264	$193.48
		377024		BRK CLN VEH 3304 WO 45210	$50.69
		377025		BRK CLN VEH 3313 WO 45259	$50.69
		377027		BRK CLN VEH 3304 WO 45210	$33.80
		377028		FILTERS VEH 7140 WO CREDIT	($68.43)
		377049		FILTERS VEH 6579 WO 45265	$83.99
		377062		RELAY VEH 3240 WO 45267	$32.08
		377068		DEF VEH 3313 WO 45260	$10.86
		377075		WIPERS VEH 3292 WO 45270	$20.61
		377080		ICE MELT VEH 9000 WO 45301	$29.06
		377101		FILTER VEH 2442 WO 45283	$20.37
		377102		FILTER VEH 2431 WO 45279	$20.37
		377103		FILTER VEH 2432 WO 45280	$20.37
		377105		FILTER VEH 2441 WO 45282	$20.37
		377132		FILTER VEH 1378 WO 45285	$12.95
		377133		FILTER VEH 2367 WO 45286	$16.44
		377134		FILTER VEH 2463 WO 45287	$20.37

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RICHLAND NAPA		377150	241571	FILTERS VEH 2460 WO 45291	$16.44
		377151		OIL VEH 3142 WO 45245	$17.72
		377152		FILTER VEH 3256 WO 45292	$17.01
		377153		FILTER VEH 3257 WO 45294	$17.51
		377154		FILTER VEH 3293 WO 45295	$17.20
		377155		FILTER VEH 3323 WO 45297	$16.44
		377161		FILTER VEH 3303 WO 45296	$17.20
		377215		LAMP VEH 2442 WO 45290	$67.77
		377221		BRK CLN VEH 3212 WO 45255	$33.80
		377222		BRK CLN VEH 3335 WO 45261	$16.90
		377223		BULB VEH 2410 WO 45278	$14.54
		377226		BATT VEH 2398 WO 45266	$203.43
		377251		WASH FLUID VEH 1203 WO 4531	$16.09
		377258		WASH FLUID VEH 3299 WO 4533	$16.09
		377259		WASH FLUID VEH 3335 WO 4534	$16.09
		377260		WASH FLUID VEH 3204 WO 4527	$16.09
		377262		FILTER VEH 7152 WO 45320	$234.72
		377265		FILTER VEH 2372 WO 45330	$19.83
		377266		FILTER VEH 5046 WO 45333	$22.37
		377267		FILTER VEH 2425 WO 45326	$44.33
		377268		BATT VEH 1380 WO 45284	$124.72
		377269		FILTER VEH 2426 WO 45327	$36.28
		377270		FILTER VEH 2454 WO 45329	$36.28
		377271		FILTER VEH 3243 WO 45324	$80.44
		377272		FILTER VEH 2423 WO 45323	$15.55
		377273		FILTER VEH 3275 WO 45325	$81.04
		377274		WARRANTY TOOL	$0.00
		377275		FILTER VEH 2260 WO 45322	$10.60
		377299		FILTER VEH 3279 WO 45304	$34.24
		377300		CLIPS VEH 3204 WO 45274	$13.60
		377301		CORE VEH CORE WO CORE	($19.55)
		377307		FILTER VEH 3335 WO 45345	$34.24
		377309		DOOR CLIP VEH 3204 WO 45274	$8.03
		377314		COOLING PTS VEH 3309 WO 453	$60.48
		377319		OIL VEH 3267 WO 45319	$131.56
		377331		FILTER VEH 2438 WO 45328	$16.97
		377333		FILTER VEH 2387 WO 45336	$19.83
		377369		FILTER VEH 3248 WO 45337	$18.92
		377381		TIE ROD VEH 2387 WO 45321	$146.09
		377392		COOLANT VEH 5032 WO 45340	$32.51
		377493		LIGHT VEH 3284 WO 45217	$2.06

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		377503	241571	FILTER VEH 2408 WO 45349	$17.07
		377504		FILTER VEH 2448 WO 45353	$12.92
		377526		BULB VEH 2408 WO 45350	$14.54
		377549		BRAKES VEH 2432 WO 45355	$709.33
		377550		FREIGHT VEH 2432 WO 45355	$32.58
		377564	241893	ALING BAR VEH 6581 WO 45357	$144.43
		377580	241571	BRK CLN VEH 5039 WO 45344	$16.90
		377591		ICE MELT VEH 9500 WO 45383	$14.53
		377618		ROPE VEH 4005 WO 45374	$4.40
		377644		BROOM VEH SHOP WO SHOP	$16.46
		377674		DIELECTRIC VEH 3333 WO 4536	$8.92
		377704		ACTUATER VEH 2350 WO 45395	$40.14
		377715		BELT VEH 4000 WO 45398	$23.61
		377738		BATTERY VEH 2364 WO 45407	$127.05
		377739		WIPERS VEH 3320 WO 45402	$20.61
		377743		ICE MELT VEH 9000 WO 45414	$50.86
		377759		FILTER VEH 3235 WO 45420	$17.44
		377789		FILTER VEH 3276 WO 45416	$17.38
		377791		RAD PARTS VEH 3276 WO 45415	$301.66
		377809		BRK CLN VEH 3320 WO 45419	$12.67
		377810		COIL VEH 2387 WO 45321	$54.25
		377819		BRAKE PADS VEH 3276 WO 4541	$100.47
		377825	241893	HEATER VEH 6238 WO 45425	$58.57
		377868		THERM VEH 3276 WO 45415	$13.61
		377874		LIGHT VEH 2409 WO 45431	$17.98
		377932		BRK CLN VEH 3276 WO 45415	$16.90
		377945		SOLENOID VEH 7143 WO 45453	$68.71
		377948		FILTER VEH 7152 WO 45320	$19.61
		377965		OIL DYE VEH 5043 WO 45444	$38.17
		377977		GASKETS VEH 2387 WO 45321	$88.94
		377980		WIPERS VEH 5044 WO 45446	$11.39
		377982		SOLENOID VEH 7143 WO 45453	$68.71
		377986		V-BELT VEH 7143 WO 45453	$31.42
		378002		FILTER VEH 2290 WO 45279	$18.48
		378003		BRK CLN VEH 3312 WO 45269	$16.90
		378005		DEF VEH 3331 WO 45457	$10.86
		378037		FILTER VEH 2358 WO 45462	$19.36
		378058		BULB VEH 2409 WO 45431	$14.54
		378064		GASKET SET VEH 2387 WO 4532	$14.66
		378095		WIPERS VEH 5046 WO 45333	$41.25
		378125		WIPERS VEH 3257 WO 45471	$22.78

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		378150	241893	ICE MELT VEH 5033 WO 45475	$36.33
		378168		LAMP VEH 5033 WO 45475	$5.09
ROUTEWARE INC		97878	241767	MONITOR VEH 6000 WO 45405	$1,160.30
		97879		MONITOR VEH 6000 WO 45405	$515.00
ROWAND MACHINERY CO		218545	241532	YOKE VEH 7092 WO 45068	$2,916.67
RWC INTERNATIONAL LTD		28683Y	241443	GASKET VEH 3211 WO 45206	$54.08
		28729Y		DRUM BRAKE VEH 3283 WO 45162	$140.55
TACOMA SCREW PRODUCTS INC		22164853	241451	SCREWS VEH 4144 WO 43900	$189.11
		22164855		AEROKROIL VEH 3279 WO 45243	$32.46
		22164891		DRILL VEH 4144 WO 43900	$148.73
		22165357	241538	GREASE GUN-SHOP TOOL	$566.89
		22165358		MOP HANDLE-SHOP TOOL	$29.38
		22165359		SHOP SUPPLIES-HAND CLEANER	$81.19
		22165450		WASHERS VEH 6581 WO 45357	$167.23
		22165452		WASHERS VEH 6582 WO 45346	$74.66
		22165487		GLOVES VEH 3212 WO 45255	$337.19
		22165488	241593	COMP PUSHIN VEH 3335 WO 45369	$28.18
		22165489	241538	ZIP TIES VEH 3212 WO 45255	$121.86
		22165599	241593	PLOW BOLT VEH 3321 WO 45411	$64.30
		22165602		CAP SCREWS VEH 3321 WO 45411	$77.59
		22165672		HEX SCREWS VEH 6595 WO 45433	$185.59
		22165872	241919	ROD/NUTS VEH 7143 WO 45453	$5.14
		22166057		HEX FLANGE VEH 6597 WO 45487	$34.48
TIRE FACTORY INC		03-119158	241781	CHAINS VEH 7134 WO 45308	$376.22
		03119577	241455	TIRES VEH 3307 WO 45311	$658.86
		03-119611	241542	SERVICE CALL VEH 2393 WO 45310	$43.44
		03-119679		CHAINS VEH 5046 WO 45309	$155.95
		03-119683		TIRES VEH 3212 WO 45307	$1,429.46
		03-119689		CHAINS VEH 2367 WO 45312	$236.64
		03119714		TIRES VEH 3331 WO 45313	$740.73
		03-119725		TIRES VEH 1378 WO 45391	$763.84
		03-119728		TIRES VEH 1208 WO 43415	$1,336.33
		03-119810		CHAINS VEH 6000 WO 45390	$1,611.97
		03-119865	241594	CHAINS VEH 2452 WO 45434	$117.81
		03-119925	241923	TIRES VEH 3286 WO 45463	$1,363.48
		03-119972		REPAIR VEH 7144 WO 45485	$74.93
		03-119973		FLAT REPAIR VEH 6588 45486	$81.45
TRI CITIES BATTERY & AUTO REPAIR		0240358	241927	BATT SEP VEH 2398 WO 45490	$213.81
TRUCKPRO HOLDING CORPORATION		06 241895	241787	STUDS VEH 05734 WO 45053	$28.86
		06 241951		VEH 5038 WO 45071	$390.40
		06 241975		PALLET VEH 5038 WO 45071	$629.41

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRUCKPRO HOLDING CORPORATION		06 242475	241543	AIR CAN VEH 3204 WO 45274	$894.86
UNITED PARCEL SERVICE	S017239	000986641017	241545	GRD PKG TO DSU PETERBILT /	$5.63
	S017250	000986641027	241597	GRD PKG TO COX REELS / EQUIPME	$10.34
	S017250			ADJUSTMENT CHARGE FOR EQUIPMEN	$0.81
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$38.67
	P057399			VERIZON CELL PHONE CHARGES Inv	$209.30
VERMEER ROCKY MOUNTAIN INC		P16357	241547	SHEAR BAR VEH 6579 WO 45263	$353.57
WESTERN INTEGRATED TECHNOLOGIES INC		1469737	241463	ELEMENT VEH 7141 WO 45262	$15.71
		1489296	241933	SWVL NUT VEH 6582 WO 45477	$38.68
WESTERN PETERBILT INC		H270083	241604	BRAKE KIT VEH 3283 WO 45162	$145.50
		H270112		PWRST FILTER VEH 3309 WO 45086	$21.27
		H270113		CORE VEH 3309 WO 45086	($733.05)
		H270121		GASKETS VEH 3283 WO 45162	$345.46
		H270219		CORE RETURN VEH 3283	($78.19)
		H270370		FILTERS VEH 7152 WO 45320	$50.48
		H270502		FENDER VEH 3337 WO 45370	$174.84
		H270519		BRAKE KIT VEH 5039 WO 45344	$144.20
		H270520		CORE VEH 5039 WO 45344	$97.74
		H270680		CORE RETURN VEH 5039 WO 45344	($97.74)
		H270869	241934	KIT VEH 3285 WO 45469	$114.67
WESTERN STATES EQUIPMENT COMPANY		IN000220870	241464	PLUG KIT VEH 7149 WO 45144	$19.01
		IN000220880		ELEMENTS VEH 7090 WO 45176	$404.77
		IN000222088		COUPLINGS VEH 3203 WO 45171	$46.43
		IN000225686		ENG CLNT HTR VEH 6576 WO 45300	$260.16
		IN000229936	241605	SLEEVES VEH 7151 WO 45252	$210.46
		IN000232167		COUPLING VEH 3321 WO 45289	$61.45
		IN000232191		COUPLING VEH 3212 WO 45255	$36.69
		IN000233731	241550	ENG REPAIR VEH 7090 WO 45384	$40.14
		IN000233789		AC COMP BELT VEH 7138 WO 45385	$2,322.19
WESTERN SYSTEMS & FABRICATION INC		17500	241465	AIR ACTUATOR VEH 3283 WO 45162	$542.13
		17501		PNEUMATIC VEH 3285 WO 45213	$1,299.86
		17626	241935	AIR ACTUATOR VEH 3312 WO 45269	$188.34
		17653		BELT ASSY VEH 3285 WO 45338	$156.50
		17654		BELT ASSY VEH 3284 WO 45371	$70.79
		17667		AIR ACTUATOR VEH 3312 WO 45269	$53.37
XEROX CORPORATION		087605145	241801	W7225PT BASE CHRG/PRINTS-DEC	$172.20
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$78.77
				EQUIPMENT MAINTENANCE TOTAL****	**$123,872.97**
				EQUIPMENT MAINTENANCE FUND Total ***	**$123,872.97**

FUND 505 PUBLIC WORKS ADMIN & ENGINEER

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 450 PW ADMIN & ENGINEERING					
AT&T WIRELESS		12/16-28724328888	241616	287243288881 11/27-12/26/16	$93.08
				287243288881 11/27-12/26/16	$62.71
BANK OF AMERICA		TXN00030339	241620	STAPLES - desk pad,paper,witeo	$375.34
		TXN00030340		STAPLES - lens clnr	$8.87
		TXN00030365		STAPLES - copy stamp	$10.74
		TXN00030401		SUBWAY 00999912 - Rachel Rd op	$169.85
		TXN00030403		SUBWAY 00999912 - Rache	$19.55
		TXN00030417		COURTYARD BY MARRIOTT - Transp	$278.45
		TXN00030421		BASELINE EQUIPMENT COMPAN - tr	$644.68
		TXN00030424		YOKE'S FRESH MARKET -Rachel Rd	$5.98
		TXN00030442		STAPLES -plotter cartridges	$136.29
		TXN00030454		OFFICE DEPOT #962 -SD CARD	$19.54
		TXN00030496		BATTERIES PLUS #25 - CAMERA BA	$12.48
		TXN00030517		STAPLES - ADDRES LBL, WIPES, P	$65.23
		TXN00030557		STAPLES - ERGONOMIC KEYBOARD	$65.80
		TXN00030616		BENTON CO AUDITOR - PW RECORDI	$650.51
		TXN00030679		STAPLES - USB DRIVES	$56.75
		TXN00030764		LAND SURVEYORS ASSOCIA - PLS T	$300.00
BENTON COUNTY TREASURER		3446-	241365	BC IMAGES-DEC 2016	$5.00
CITY OF RICHLAND		12/2016 DEC	241677	CITY UTILITY BILLS/DEC 2016	$637.35
IMT INC		8126	241719	W VILLAGE PH1 TESTING M16472	$562.50
		8159		WESTCLIFFE PH16 TESTING M16706	$277.50
MELTON, MARK		011117	241580	REIMBURSE MEETING EXPENSE	$14.39
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$46.99
TRANSOFT SOLUTIONS INC	P057347	126504	241595	Autoturn Map Renewal Single Si	$770.00
VERIZON WIRELESS	P057399	9777802393	241601	VERIZON CELL PHONE CHARGES Inv	$627.20
WA STATE DEPT OF NATURAL RESOURCES		0009116228	241602	DNR WEBSITE RENEWAL-2017	$298.66
WATER SOLUTIONS INC		15089	241603	3 WTR MACHINES - JAN 2017	$76.01
XEROX CORPORATION		087605134	241801	W7225PT BASE CHRG/PRINTS-DEC	$147.22
		087605135		W7225PT BASE CHG/PRINTS-DEC	$70.67
		087605136		W7855PT BASE CHG/PRINTS-DEC	$388.90
XO HOLDINGS LLC DBA		0287588599	241467	PHONE CHARGES 12/23-1/22/17	$211.31
				PW ADMIN & ENGINEERING TOTAL****	**$7,109.55**
				PUBLIC WORKS ADMIN & ENGINEER Total ***	**$7,109.55**
FUND 520 HEALTH CARE/BENEFITS PLAN					
Division: 222 EMPLOYEE BENEFIT PROGRAM					
VERDE SERVICES INC		1144159	241546	2017 FLEX PLAN RENEWAL	$400.00
		1150535	241457	4TH QTR 2016 COBRA/RETIREE	$445.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERDE SERVICES INC		1151324	241600	2017 COBRA RENEWAL	$300.00
				EMPLOYEE BENEFIT PROGRAM TOTAL****	**$1,145.00**
				HEALTH CARE/BENEFITS PLAN Total ***	**$1,145.00**
FUND 522		**POST EMP HEALTHCARE PLAN**			
Division: 224		POST EMPLOYMENT BENEFITS PRGM			
VERDE SERVICES INC		1150535	241457	4TH QTR 2016 COBRA/RETIREE	$1,520.00
				POST EMPLOYMENT BENEFITS PRGM TOTAL****	**$1,520.00**
				POST EMP HEALTHCARE PLAN Total ***	**$1,520.00**
FUND 611		**FIREMAN'S PENSION**			
Division: 216		FIRE PENSION			
COLUMBIA INDUSTRIES SUPPORT LLC		0043524	241684	ON SITE SHREDDING WO #0068072	$8.03
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$3.36
				FIRE PENSION TOTAL****	**$11.39**
				FIREMAN'S PENSION Total ***	**$11.39**
FUND 612		**POLICEMEN'S PENSION**			
Division: 217		POLICE PENSION			
COLUMBIA INDUSTRIES SUPPORT LLC		0043524	241684	ON SITE SHREDDING WO #0068072	$8.03
PITNEY BOWES PURCHASE POWER		1216/14823173	241437	POSTAGE 12/01/16 TO 12/31/16	$3.36
				POLICE PENSION TOTAL****	**$11.39**
				POLICEMEN'S PENSION Total ***	**$11.39**
FUND 641		**SOUTHEAST COMMUNICATIONS CTR**			
Division: 600		SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		12/16 03030107210	241361	FAX LINES 11/21-12/22/16	$38.78
BANK OF AMERICA		TXN00030429	241620	ACE HDWE/DE-ICER DISPENSERS	$5.60
		TXN00030449		NEWAIR APPLIANCES/ICE CASE FOR	$5.98
		TXN00030589		ANTHONY'S AT COLUMBIA PT/GIFT	$139.00
CABRERA, LUCIA		12122016	241370	TUITION REIMBURSMENT-CABRERA	$665.55
CENTURYLINK		0117/509-786-2112	241863	GENERAL 01/6-02/5/17	$100.57
CITY OF RICHLAND		4181092	241677	BCES UTILITY SRVC 12/01-1/03	$2,630.66
COLEMAN OIL COMPANY		0430752-IN	241483	GENERATOR REFILL	$135.77
CORPORATE TRANSLATION SERVICES INC		100013	241386	TRANSLATION SRVCS-DEC 2016	$118.03
DEVRIES BUSINESS SERVICES		0082728	241391	SHREDDING SRVCS-12/01/16	$4.09
FRONTIER		01/17 2061882381	241884	GENERAL 01/10-02/09/17	$241.35
		01/17 5096281472	241565	GENERAL FOR 01/04-02/03/2017	$68.92
		01/17 5096282608	241884	GENERAL 01/7-02/6/17	$81.36

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FRONTIER		01/17 5096282609	241496	GENERAL 12/25-01/24/17	$429.43
		101/17 5096282600	241884	TELEPHONE CHARGE 01/10-2/9/17	$995.29
		12/16 2061881060	241401	GENERAL 12/19-1/18/17	$412.67
HERRERA, MARIA		112416	241410	REIMBURSE FUEL FOR GEO TOUR	$25.00
IBM CORPORATION	P057383	8732983	241890	IBM MAAS360 ESSENTIAL SUITE (S	$586.44
INFORMER SYSTEMS LLC	P057343	3669	241503	SCHEDULING SOFTWARE - 2017 REN	$2,203.20
MOON, TAE-IM PHD		121216	241428	PSYCH EVALUATION-MOLSBAR	$480.00
		121716		PSYCH EVALUATION-SHEEHAN	$400.00
		121916	241741	PSYCH EVALUATION-HOUCK	$400.00
		122116		PSYCH EVALUATION-WICK	$400.00
PROVENCHER, JODY		SEPT-DEC MILEAGE	241754	PROVENCHER MILEAGE 9/19 - 1	$63.07
UNITED PARCEL SERVICE	S017239	000986641017	241545	GRD PKG TO PLANTRONICS / BCES	$4.29
	S017239			ADJUSTMENT & OTHER CHARGES FOR	$0.29
	S017239			ADJUSTMENT & OTHER CHARGES FOR	$13.70
	S017250	000986641027	241597	GRD PKG TO CONTOUR DESIGN / BC	$8.00
VERIZON WIRELESS		9778193785	241794	CELL PHONES 12/07-01/06/17	$1,002.98
WASHINGTON STATE PATROL		00062498	241461	ACCESS USER FEE 10/1-12/31/16	$5,331.00
WATER SOLUTIONS INC		15048	241548	WATER FILTRATION 1/7-2/6/17	$33.67
XEROX CORPORATION		087605129	241801	W7855PT BASE CHRG/PRINTS-DEC	$118.08
				SECOMM OPERATIONS GENERAL TOTAL****	**$17,142.77**
Division: 601 E911 OPERATIONS					
CABRERA, LUCIA		12122016	241370	TUITION REIMBURSMENT-CABRERA	$665.55
CENTURYLINK	P057342	100723412	241480	2017 INTRADO/WEST MAINTENANCE	$13,564.14
CORPORATE TRANSLATION SERVICES INC		99944	241386	TRANSLATION SRVCS-DEC 2016	$177.90
FRONTIER		01/17 2061882381	241884	GENERAL 01/10-02/09/17	$241.35
		01/17 5097352383		GENERAL 01/7-2/6/17	$160.70
		12/16 2530120862	241401	GENERAL 12/22-01/21/17	$37.81
GERA RUTH CLEMENSON		504	241888	CPR TRAINING	$280.00
INFORMER SYSTEMS LLC	P057343	3669	241503	SCHEDULING SOFTWARE - 2017 REN	$2,203.20
MOON, TAE-IM PHD		121216	241428	PSYCH EVALUATION-MOLSBAR	$480.00
		121716		PSYCH EVALUATION-PHIPPS	$400.00
		121916	241741	PSYCH EVALUATION-HOUCK	$400.00
		122116		PSYCH EVALUATION-WICK	$400.00
OLLERMAN, TRACEY		17-024 OLLERMAN	241905	17-024 ST PUB-ED SUBCOMMITT	$109.11
VERIZON WIRELESS		9778193785	241794	CELL PHONES 12/07-01/06/17	$11.38
				E911 OPERATIONS TOTAL****	**$19,131.14**
Division: 602 SECOMM AGENCY					
APOLLO SHEET METAL INC		940003278	241611	HVAC MAINTENANCE - 09/01/16	$1,416.28
MID COLUMBIA CONSTRUCTION INC DBA		1060275	241581	SNOW REM/DE-ICER 12/2-1/02/17	$286.43
				SECOMM AGENCY TOTAL****	**$1,702.71**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$37,976.62**
FUND 642		**800 MHZ PROJECT**			
Division: 610		800 MHZ			
BANK OF AMERICA		TXN00030589	241620	ANTHONY'S AT COLUMBIA PT/GIFT	$11.00
BENTON PUD		12/16 4843174575	241366	UTILITY SRVCS 11/27-12/27	$639.98
GENCORE CANDEO LTD	P057386	4276	241887	2017 GENESIS SOFTWARE RENEWAL	$6,004.00
	P057386			TAX	$516.34
IBM CORPORATION	P057383	8732983	241890	IBM MAAS360 ESSENTIAL SUITE (S	$586.44
KLICKITAT COUNTY PUD		12/16-69552623	241729	GOLGATHA UTILITIES 11/30-12/30	$260.93
MOTOROLA SOLUTIONS INC	P057325	78369353	241520	2017 MOTOROLA MAINTENANCE RENE	$569,891.03
				800 MHZ TOTAL****	**$577,909.72**
				800 MHZ PROJECT Total ***	**$577,909.72**
FUND 643		**EMERGENCY MANAGEMENT**			
Division: 620		STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC		940003278	241611	HVAC MAINTENANCE - 09/01/16	$472.09
AT&T LONG DISTANCE		12/16 03030107210	241361	FAX LINES 11/21-12/22/16	$9.70
BANK OF AMERICA		TXN00030429	241620	ACE HDWE/DE-ICER DISPENSERS	$5.60
		TXN00030449		NEWAIR APPLIANCES/ICE CASE FOR	$5.98
CITY OF RICHLAND		4181092	241677	BCES UTILITY SRVC 12/01-1/03	$438.45
COLEMAN OIL COMPANY		0430752-IN	241483	GENERATOR REFILL	$33.94
FORD MOTOR CREDIT COMPANY	P057385	1325699	241564	2017 LEASE PAYMENT: FORD EXPLO	$3,148.61
FRONTIER		101/17 5096282600	241884	TELEPHONE CHARGE 01/10-2/9/17	$248.83
IBM CORPORATION	P057383	8732983	241890	IBM MAAS360 ESSENTIAL SUITE (S	$195.48
MID COLUMBIA CONSTRUCTION INC DBA		1060275	241581	SNOW REM/DE-ICER 12/2-1/02/17	$71.61
VERIZON WIRELESS		9778193785	241794	CELL PHONES 12/07-01/06/17	$98.80
WATER SOLUTIONS INC		15048	241548	WATER FILTRATION 1/7-2/6/17	$8.42
XEROX CORPORATION		087605129	241801	W7855PT BASE CHRG/PRINTS-DEC	$68.88
				STATE / LOCAL ASSISTANCE TOTAL****	**$4,806.39**
Division: 621		RADIOLOGICAL EMGCY PREPAREDNES			
APOLLO SHEET METAL INC		940003278	241611	HVAC MAINTENANCE - 09/01/16	$472.10
AT&T LONG DISTANCE		12/16 03030107210	241361	FAX LINES 11/21-12/22/16	$9.69
BANK OF AMERICA		TXN00030419	241620	BEST BUY 00005900/SOFTWAR	$162.89
		TXN00030429		ACE HDWE/DE-ICER DISPENSERS	$5.60
		TXN00030449		NEWAIR APPLIANCES/ICE CASE FOR	$5.98
		TXN00030456		INTERNATIONAL TRANSACTION/INTE	$0.48
		TXN00030464		WWW.MAGIX.COM / RENO/AUDIO SOF	$59.99
		TXN00030543		BEST BUY 00005900/480 GB	$282.34

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		4181092	241677	BCES UTILITY SRVC 12/01-1/03	$438.44
COLEMAN OIL COMPANY		0430752-IN	241483	GENERATOR REFILL	$33.94
FORD MOTOR CREDIT COMPANY	P057385	1325699	241564	2017 LEASE PAYMENT: FORD EXPLO	$3,148.61
FRONTIER		101/17 5096282600	241884	TELEPHONE CHARGE 01/10-2/9/17	$248.82
IBM CORPORATION	P057383	8732983	241890	IBM MAAS360 ESSENTIAL SUITE (S	$195.48
MID COLUMBIA CONSTRUCTION INC DBA		1060275	241581	SNOW REM/DE-ICER 12/2-1/02/17	$71.61
VERIZON WIRELESS		9778193785	241794	CELL PHONES 12/07-01/06/17	$98.80
WATER SOLUTIONS INC		15048	241548	WATER FILTRATION 1/7-2/6/17	$8.42
XEROX CORPORATION		087605129	241801	W7855PT BASE CHRG/PRINTS-DEC	$68.88
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$5,312.07**
Division: 622 DOE EMERGENCY PREPAREDNESS					
APOLLO SHEET METAL INC		940003278	241611	HVAC MAINTENANCE - 09/01/16	$472.09
AT&T LONG DISTANCE		12/16 03030107210	241361	FAX LINES 11/21-12/22/16	$9.69
BANK OF AMERICA		TXN00030429	241620	ACE HDWE/DE-ICER DISPENSERS	$5.60
		TXN00030449		NEWAIR APPLIANCES/ICE CASE FOR	$5.98
CITY OF RICHLAND		4181092	241677	BCES UTILITY SRVC 12/01-1/03	$438.44
COLEMAN OIL COMPANY		0430752-IN	241483	GENERATOR REFILL	$33.94
FORD MOTOR CREDIT COMPANY	P057385	1325699	241564	2017 LEASE PAYMENT: FORD EXPLO	$3,148.60
FRONTIER		101/17 5096282600	241884	TELEPHONE CHARGE 01/10-2/9/17	$248.82
IBM CORPORATION	P057383	8732983	241890	IBM MAAS360 ESSENTIAL SUITE (S	$195.48
MID COLUMBIA CONSTRUCTION INC DBA		1060275	241581	SNOW REM/DE-ICER 12/2-1/02/17	$71.61
WATER SOLUTIONS INC		15048	241548	WATER FILTRATION 1/7-2/6/17	$8.41
XEROX CORPORATION		087605129	241801	W7855PT BASE CHRG/PRINTS-DEC	$68.88
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$4,707.54**
Division: 623 JURISIDICTION					
AT&T LONG DISTANCE		12/16 03030107210	241361	FAX LINES 11/21-12/22/16	$9.69
BANK OF AMERICA		TXN00030429	241620	ACE HDWE/DE-ICER DISPENSERS	$5.59
		TXN00030449		NEWAIR APPLIANCES/ICE CASE FOR	$5.98
		TXN00030589		ANTHONY'S AT COLUMBIA PT/GIFT	$75.00
CITY OF RICHLAND		4181092	241677	BCES UTILITY SRVC 12/01-1/03	$438.44
COLEMAN OIL COMPANY		0430752-IN	241483	GENERATOR REFILL	$33.94
DEVRIES BUSINESS SERVICES		0082728	241391	SHREDDING SRVCS-12/01/16	$4.09
FRONTIER		101/17 5096282600	241884	TELEPHONE CHARGE 01/10-2/9/17	$248.82
MID COLUMBIA CONSTRUCTION INC DBA		1060275	241581	SNOW REM/DE-ICER 12/2-1/02/17	$71.61
WATER SOLUTIONS INC		15048	241548	WATER FILTRATION 1/7-2/6/17	$8.41
XEROX CORPORATION		087605129	241801	W7855PT BASE CHRG/PRINTS-DEC	$68.88
				JURISIDICTION TOTAL****	**$970.45**
				EMERGENCY MANAGEMENT Total ***	**$15,796.45**

FUND 644 MICRO-WAVE

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 611 MICROWAVE					
CITY OF RICHLAND		16-474 DEGRAAF	241679	16-474 MICROWAVE DEMO	$104.00
				MICROWAVE TOTAL****	**$104.00**
				MICRO-WAVE Total ***	**$104.00**
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13191	241524	CUSTOMER REFUND	$0.23
				Customer Refund	$9.87
		CISPAY13192	241501	Customer Refund	$133.58
		CISPAY13193	241489	Customer Refund	$143.93
		CISPAY13194	241511	Customer Refund	$104.98
		CISPAY13195	241513	Customer Refund	$374.07
		CISPAY13196	241537	Customer Refund	$175.06
		CISPAY13197	241505	Customer Refund	$42.45
		CISPAY13198	241531	Customer Refund	$136.84
		CISPAY13199	241514	Customer Refund	$41.93
		CISPAY13200	241497	Customer Refund	$5.17
		CISPAY13201	241477	Customer Refund	$20.20
		CISPAY13202	241526	Customer Refund	$72.53
		CISPAY13203	241490	Customer Refund	$41.05
		CISPAY13204	241504	Customer Refund	$268.91
		CISPAY13205	241472	Customer Refund	$75.84
		CISPAY13206	241508	Customer Refund	$122.16
		CISPAY13207	241534	Customer Refund	$9.59
		CISPAY13208	241488	Customer Refund	$211.07
		CISPAY13209	241533	Customer Refund	$33.94
		CISPAY13210	241473	Customer Refund	$9.97
		CISPAY13211	241478	Customer Refund	$4.00
		CISPAY13212	241551	Customer Refund	$9.91
		CISPAY13213	241494	Customer Refund	$112.25
		CISPAY13214	241482	Customer Refund	$68.03
		CISPAY13215	241510	Customer Refund	$65.94
		CISPAY13216	241516	Customer Refund	$72.80
		CISPAY13217	241509	Customer Refund	$114.62
		CISPAY13218	241507	Customer Refund	$58.38
		CISPAY13219	241817	Customer Refund	$47.75
		CISPAY13220	241809	Customer Refund	$53.12
		CISPAY13221	241812	Customer Refund	$100.00
		CISPAY13222	241852	Customer Refund	$259.18

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13223	241818	Customer Refund	$25.76
		CISPAY13224	241810	Customer Refund	$40.06
		CISPAY13225	241851	Customer Refund	$31.38
		CISPAY13226	241840	Customer Refund	$0.01
		CISPAY13227	241849	Customer Refund	$79.84
		CISPAY13228	241841	Customer Refund	$34.38
				Customer Refund	$16.85
		CISPAY13229	241850	Customer Refund	$10.00
		CISPAY13230	241835	Customer Refund	$0.11
		CISPAY13231	241829	Customer Refund	$55.05
		CISPAY13232	241837	Customer Refund	$7.56
		CISPAY13233	241824	Customer Refund	$118.37
		CISPAY13234	241830	Customer Refund	$42.77
		CISPAY13235	241815	Customer Refund	$7.46
		CISPAY13236	241834	Customer Refund	$45.08
		CISPAY13237	241820	Customer Refund	$44.04
		CISPAY13238	241811	Customer Refund	$79.26
		CISPAY13239	241823	Customer Refund	$74.89
		CISPAY13240	241808	Customer Refund	$16.39
		CISPAY13241	241819	Customer Refund	$10.81
		CISPAY13242	241848	Customer Refund	$63.70
		CISPAY13243	241847	Customer Refund	$20.60
		CISPAY13244	241805	Customer Refund	$91.88
		CISPAY13245	241842	Customer Refund	$35.39
		CISPAY13246	241807	Customer Refund	$13.14
		CISPAY13247	241827	Customer Refund	$48.99
		CISPAY13248	241833	Customer Refund	$89.99
		CISPAY13249	241814	Customer Refund	$79.81
		CISPAY13250	241828	Customer Refund	$140.91
		CISPAY13251	241803	Customer Refund	$51.17
		CISPAY13252	241839	Customer Refund	$56.79
		CISPAY13253	241822	Customer Refund	$33.51
		CISPAY13254	241826	Customer Refund	$93.87
		CISPAY13255	241832	Customer Refund	$29.82
		CISPAY13256	241843	Customer Refund	$90.61
		CISPAY13257	241846	Customer Refund	$57.75
		CISPAY13258	241821	Customer Refund	$91.47
		CISPAY13259	241838	Customer Refund	$174.06
		CISPAY13260	241813	Customer Refund	$65.00
		CISPAY13261	241831	Customer Refund	$17.44

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13262	241836	Customer Refund	$83.30
		CISPAY13263	241816	Customer Refund	$99.45
		CISPAY13264	241845	Customer Refund	$27.72
		CISPAY13265	241806	Customer Refund	$51.16
		CISPAY13266	241844	Customer Refund	$61.47
		CISPAY13267	241804	Customer Refund	$131.39
		CISPAY13268	241948	Customer Refund	$0.98
		CISPAY13269	241946	Customer Refund	$309.00
		CISPAY13270	241942	Customer Refund	$6.72
		CISPAY13271	241941	Customer Refund	$28.10
		CISPAY13272	241944	Customer Refund	$33.12
		CISPAY13273	241939	Customer Refund	$93.42
				UNASSIGNED TOTAL****	**$6,011.15**
				UTILITY BILL CLEARING FUND Total ***	**$6,011.15**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	$3,237,959.37

	Number of Invoices	Amount
Vouchers In Richland	259	$93,304.94
Vouchers In Tri Cities	195	$465,182.21
Vouchers In WA	256	$1,062,433.02
Vouchers Outside WA	1223	$1,617,039.20
Vouchers Final Total.....	1933	$3,237,959.37

Ob ject Category	Title	Total	Percentage
1	SALARIES	$633.28	0.02%
2	BENEFITS	$9,928.63	0.31%
3	SUPPLIES	$541,895.54	16.74%
4	OTHER SERVICES & CHARGES	$1,484,856.29	45.86%
5	INTERGOVERNMENTAL SERVICES	$153,027.48	4.73%
6	CAPITAL PROJECTS	$745,678.22	23.03%
	MACHINERY & EQUIPMENT	$28,958.84	0.89%
7	DEBT SERVICE PRINCIPAL	$50,928.32	1.57%
8	INTEREST	$5,328.23	0.16%
	REFUNDS	$6,011.15	0.19%
9	INTERFUND SERVICES	$57,532.76	1.78%
	INVENTORY PURCHASES	$153,180.63	4.73%
	Total	$3,237,959.37	

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
City Manager

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 02/07/2017

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