



Agenda
City Council Regular Meeting
Tuesday, March 21, 2017
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Proposed State Legislation - Small Cellular (15 minutes)
 - Bob Hammond, Energy Services Director
2. Jail Services Contract Negotiations (5 minutes)
 - Cindy Reents, City Manager
3. Discuss Meeting Agenda Items (10 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. 2016 Annual Parks and Recreation Commission Report (10 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
5. Proposed Annexation Located South of Keene Road and East of Brantingham Road (5 minutes)
 - Kerwin Jensen, Community Development Director

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

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:

6. Approve the Minutes of the Council Meeting Held March 7, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 05-17, Amending RMC Title 17, Sewers
 - Pete Rogalsky, Public Works Director

8. Ordinance No. 07-17, Approving the North Stone Richland, LLC Zone Change
- Kerwin Jensen, Community Development Director

Ordinances - Second Reading/Passage:

9. Ordinance No. 02-17, Approving Formation of a Transportation Benefit District
- Pete Rogalsky, Public Works Director
10. Ordinance No. 04-17, Approving a Change in Zoning on 1.5 Acres Located at 1752 Buckskin Lane (Musser)
(Closed Record)
- Kerwin Jensen, Community Development Director
11. Ordinance No. 06-17, Amending RMC Chapter 2.23, Related to Salaries to Establish City-Paid Premium Percentages for Councilmember Health Benefits
- Cindy Reents, City Manager

Resolutions – Adoption:

12. Resolution No. 39-17, Awarding Bid to Big D's Construction of Tri-Cities, Inc. for Schaeffer Street Construction Project
- Pete Rogalsky, Public Works Director
13. Resolution No. 43-17, Appointing Membership to the Richland Arts Commission
- Heather Kintzley, City Attorney
14. Resolution No. 44-17, Appointing Membership to the Richland Board of Adjustment
- Heather Kintzley, City Attorney
15. Resolution No. 45-17, Appointing Membership to the Richland Code Enforcement Board
- Heather Kintzley, City Attorney
16. Resolution No. 46-17, Appointing Membership to the Richland Parks and Recreation Commission
- Heather Kintzley, City Attorney
17. Resolution No. 49-17, Expressing Appreciation to Justin Raffa for Service on the City of Richland Arts Commission
- Heather Kintzley, City Attorney
18. Resolution No. 50-17, Awarding Distribution of Commercial Improvement Funds (CIP)
- Kerwin Jensen, Community Development Director
19. Resolution No. 52-17, Authorizing an Agreement with Huminsky's Heating and Cooling for Weatherwise Program Participation
- Bob Hammond, Energy Services Director
20. Resolution No. 53-17, Award of Bid and Execution of a Construction Contract to Sierra Electric, Inc. for \$533,839.75 for the Construction of a Fiber Optic Extension in the Horn Rapids Business and Industrial Parks
- Jon Amundson, Assistant City Manager

21. Resolution No. 54-17, Accepting a Request for Annexation of 17.2 Acres Located South of Keene Road and East of Brantingham Road
 - Kerwin Jensen, Community Development Director
22. Resolution No. 55-17, Authorizing a Consulting Agreement with RGW Enterprises, P.C. for Engineering Services
 - Kerwin Jensen, Community Development Director
23. Resolution No. 56-17, Authorizing Execution of a Crossing Agreement with Port of Benton for the Duportail Bridge Project
 - Pete Rogalsky, Public Works Director
24. Resolution No. 57-17, Authorizing an Application to the Community Revitalization Board for a Planning Grant
 - Kerwin Jensen, Community Development Director

Expenditures - Approval:

25. Expenditures from February 27, 2017 - March 10, 2017 for \$4,336,964.08 including Check Nos. 242823-243242, Wire Nos. 6380-6393, Payroll Check Nos. 116805-117307, and Payroll Wire/ACH Nos. 9829-9849
 - 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

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Proposed State Legislation - Small Cellular (15 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Discussion only.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Jail Services Contract Negotiations (5 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Discuss Meeting Agenda Items (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Presentations

Key Element:

Subject:

2016 Annual Parks and Recreation Commission Report (10 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Parks & Recreation Commission
Item

Recommended Motion:

Summary:

The Parks and Recreation Commission will present their summary of work completed in 2016 and distribute their 2017 annual work plan.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Presentations

Key Element: Key 3 - Economic Vitality

Subject:

Proposed Annexation Located South of Keene Road and East of Brantingham Road (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Ed Shaw, the owner of a 17.2 acre tract located south of Keene Road and east of Brantingham Road has requested annexation. State law (RCW 35.13.125) requires the City Council meet with annexation proponents for the purpose of determining whether the City will accept, reject or geographically modify the annexation proposal. Should Council opt to accept this annexation proposal, Resolution No. 54-17 has been prepared and is part of Council's Consent Calendar.

This tract proposed for annexation is part of a larger unincorporated County island. Staff contacted the seven property owners who are part of this island to gauge their interest in annexation. They all have declined to participate in the annexation.

Fiscal Impact:

Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing properties. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Council Meeting Held March 7, 2017

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on March 7, 2017

Summary:

None.

Fiscal Impact:

None

Attachments:

I. Draft 030717 Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, March 7, 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 and Luzzo Gilmour were present.

Also present were City Manager Reents, City Attorney Kintzley and Public Works Director Rogalsky.

Agenda Items:

1. Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (10 minutes)
- Heather Kintzley, City Attorney

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED THE MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110 (1) (ii): CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL FOR 10 MINUTES. THE MOTION CARRIED 6-0.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL FIVE MINUTES AT 7:10 P.M. THE MOTION CARRIED 6-0.

COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO EXTEND THE EXECUTIVE SESSION FOR AN ADDITIONAL FIVE MINUTES AT 7:15 P.M. THE MOTION CARRIED 6-0.

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:20 P.M. THE MOTION CARRIED 6-0.

Joining the meeting at 7:20 p.m. were Assistant City Manager Amundson, Administrative Services Director Koch, Energy Services Director Hammond and City Clerk Hopkins.

2. Horn Rapids Solar Project Update (10 minutes)
- Bob Hammond, Energy Services Director

Mr. Hammond gave a brief description of the project saying it will be 20 acres of solar panels and would be the first and largest solar storage in the region.

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 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.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO EXCUSE COUNCILMEMBER KENT. THE MOTION CARRIED 6-0.

Pledge of Allegiance:

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

Presentations:

1. Proclamation of Recognition for the Hanford High School Cheerleading Program (7 minutes)
 - Rylan Fernandez., Hanford High School Cheerleading Assistant Coach

Mayor Thompson introduced Rylan Fernandez who narrated a video of the team achievements. Councilmember Luzzo Gilmour read the proclamation and presented it to Ms. Fernandez and the team.

2. New Hire/Retirements (5 minutes)
 - Cathleen Koch, Administration Services Director

Ms. Koch said Scott Siefken, Water Maintenance Supervisor retired after 30 years of service. The new hires are: Jenny Willis, Accountant; Mason Nelson, Meter Reader; Lewis Anderson, Police Officer; Cody Roos, Construction & Maintenance Worker I; and Robert Herigstad, Library Assistant II.

3. Visit TRI-CITIES 2016 Annual Report; and 2017 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve
- Kris Watkins, President and CEO

Ms. Watkins gave the 2016 Annual Report including the 2016 State of the Tourism Industry; overview of deliverables; and the 2017 work plan.

Ms. Watkin said on behalf of the Tri City Regional Hotel-Motel Commission, Visit TRI-CITIES they request the transfer of \$160,000 from Tourism Promotion Area Reserve Account to be used for supplemental tourism related projects this year. The Tri-City Regional Hotel-Motel Commission has identified \$275,000 in funds available for reinvestment in tourism-related projects over the next two years. The Commission requests the transfer of excess funds in the amount of \$160,000 from the Reserve Account for the following supplemental tourism-related projects this year.

Traditional Print	\$15,00
Digital Advertising	\$90,00
Television Advertising	\$20,00
Promotions	\$35,00
	\$160,00

Public Comments:

City Clerk Hopkins read the public comments procedure.

Mayor Thompson explained the needed funding for the Duportail Bridge project and the options the City could use to raise the funds.

Darlene Nelson, 508 Birch Richland, WA, confirmed that the car tab fees apply to automobiles only. She also expressed concern that an overpass is needed for pedestrians who need to cross the Bypass Highway safely from the Duportail apartments.

Ann Fraser, 570 Holy Street, Richland, WA, said she is a public school teacher who deals with many different types of people in her job. She said she works hard to make each of them feel welcome and included. She requested the City issue a statement that states its welcome and inclusion for all people.

Consent Calendar:

City Clerk Hopkins read the Consent Calendar.

Minutes:

1. Approve the Minutes of the Council Meetings Held February 21 and 28, 2017
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 04-17, Approving a Change in Zoning on 1.5 Acres Located at 1752 Buckskin Lane (Musser) (Closed Record)

- Kerwin Jensen, Community Development Director
- 3. Ordinance 06-17, Amending Richland Municipal Code Title 2.23 Related to Salaries to Establish City-Paid Premium Percentages for Councilmember Health Benefits
 - Cindy Reents, City Manager

Ordinances - Second Reading/Passage:

- 4. Ordinance No. 01-17, Amending RMC Chapter 23.66, the Nonconforming Use Provisions of the Zoning Code
 - Kerwin Jensen, Community Development Director
- 5. Ordinance No. 03-17, Amending the 2017 Budget for the Industrial Development Fund to Provide Appropriations for a Fiber Build in the Horn Rapids Industrial Area
 - Kerwin Jensen, Community Development Director

Resolutions – Adoption:

- 6. Resolution No. 23-17, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with Jarrett Properties, LLC for 1.47 Acres in the Horn Rapids Business Center
 - Kerwin Jensen, Community Development Director
- 7. Resolution No. 31-17, Approving the Use of \$160,000 from the Tourism Promotion Area Reserve Account to be Used for Supplemental Tourism Related Projects in 2017
 - Cindy Reents, City Manager
- 8. Resolution No. 36-17, Appointments to the Richland Public Library Board
 - Heather Kintzley, City Attorney
- 9. Resolution Nos. 37-17 and 38-17, Expressing Appreciation to Sally Mohr and Andrea Aebersold for Service on the Richland Public Library Board
 - Heather Kintzley, City Attorney
- 10. Resolution No. 40-17, Approving the Preliminary Plat of Quail Ridge
 - Kerwin Jensen, Community Development Director
- 11. Resolution No. 41-17, Setting a Meeting Date to Review a Proposed Annexation
 - Kerwin Jensen, Community Development Director
- 12. Resolution No. 48-17, Authorizing the 6th Amendment to the Facility Use Agreement regarding Market at the Parkway
 - Kerwin Jensen, Community Development Director

Expenditures - Approval:

13. Expenditures from February 13, 2017 - February 24, 2017 for \$9,116,300.71 including Check Nos. 242413-242822, Wire Nos. 6365-6379, Payroll Check Nos. 116295-116804, and Payroll Wire/ACH Nos. 9813-9828

- 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 6-0.

Items of Business:

1. Ordinance No. 02-17, Formation of Transportation Benefit District - First Reading
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said the City's street system includes 260 miles of street, or 589 lane miles of pavement. For the past decade, the City has invested approximately \$1.2 million per year in its Pavement Preservation Program. The City's pavement management system estimates that approximately \$3 million is needed each year to maintain the system in acceptable condition. At the current investment level, the City's streets will continue to deteriorate.

Since 2007, the City has committed to complete the Duportail/Stevens Corridor improvements. The corridor was planned to improve mobility and travel safety between downtown Richland and southwest Richland. The last remaining segment to be completed is the Duportail Bridge. A significant majority of the \$37.46 million budget for the bridge is available from Washington State funding programs, however, the 2017-2030 Capital Improvement Plan identifies the need for a City-financed \$4.45 million bond issue to complete the funding package.

A Transportation Benefit District (TBD), as authorized by RCW Chapter 36.73, is a tool to address both of the funding needs discussed above. A TBD is an independent, quasi-governmental agency empowered to raise and expend funds to address transportation challenges. The proposed Richland TBD would include the entire City boundary, be governed by City Council, acting ex officio and independently, and would be empowered to raise and expend funds only for the Pavement Preservation Program and the Duportail Bridge. The TBD would end (dissolve) when both needs are satisfied, but no later than December 31, 2039.

Proposed Ordinance No. 02-17, would create the Richland TBD. On February 21, 2017, Council conducted a public hearing as required by state law before considering formation of a TBD. Although positions for and against the action were expressed during the meeting, a majority of the speakers in attendance opposed raising funds via a vehicle registration fee.

Council discussed the project including why sunset the car tab fee after 20 years for street maintenance as the need will continue – just sunset the payment for the bond that will be paid in full after 20 years; the State of Washington's gas tax underfunded three projects on the eastside of the state, which included the Duportail Bridge, thus necessitating the

City to fund the remaining balance; and the affect the \$20 car tab fee will have on citizens with limited incomes.

MAYOR THOMPSON MOVED AND COUNCILMEMBER MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION FOR FIRST READING OF ORDINANCE NO. 02-17, FORMATION OF TRANSPORTATION BENEFIT DISTRICT. THE MOTION PASSED 6-0.

Reports and Comments:

1. City Manager Reents had no comments

Councilmember Luzzo Gilmour encouraged citizens to attend the Coffee with a Cop event.

Councilmember Lemley said he attended the Richland Police Annual Award Ceremony and complimented the Police Department staff for their good work.

2. Mayor Thompson said he attended the Waste Management Conference and gave highlights of the event.

Adjournment:

Mayor Thompson adjourned the meeting at 8:33 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 05-17, Amending RMC Title 17, Sewers

Department:
Public Works

Ordinance/Resolution Number:
05-17

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 05-17, amending RMC Title 17, Sewers.

Summary:

The City Council adopted an update to the City's General Sewer Plan at its October 18, 2016 meeting. During preparation of the General Sewer Plan, a rate model was prepared to forecast user rates for the upcoming five-year period. In addition to evaluating user rates, the rate study also included an update to connection fees and the development of high strength waste rates for use in industrial permitting. The rate study results were reviewed by the Utility Advisory Committee (UAC) at its May, 2016 meeting.

At the May 2016 UAC meeting, the rate study predicted the need for a nine percent (9%) user rate increase, effective in January, 2018. The UAC deferred making a recommendation to City Council on that issue. The UAC supported staff's recommendation to codify the high strength waste rates for use in the industrial permitting program. Additionally, the UAC recommended that Council increase sewer connection fees by the more aggressive of two options presented by staff. Following the UAC meeting, staff elected to defer presenting the UAC's recommendations to Council until the user rate increase was reconsidered by the UAC.

This past winter, staff reviewed the sewer rate model, specifically the structure of the planned revenue bond issues. The City's bond finance consultant supported the use of interest-only debt service as a means of long term-rate stabilization. At its January meeting, the UAC reviewed an updated sewer rate model. The updated rate study indicates that no user rate increases will be needed for the coming four years. The UAC recommended adoption of this approach.

Staff presented the proposed connection fee updates to the Tri-Cities Homebuilders Association (HBA). The HBA prefers lower connection fees. Staff is now proposing that the UAC's May, 2016 recommendation for connection fees and high strength waste rates be codified, except that staff proposes that the lower of the two connection fee options be adopted.

Fiscal Impact:

The proposed increase to sewer connection fees are anticipated to generate an additional \$75,000 in revenue for 2017, since they will be come effective on July 1. In 2018 and after, the expected revenue increase will be \$150,000. This revenue must be directed to capital improvements. The proposed high strength waste rates are expected to have a very small effect on revenue, but will improve the flexibility of the City's industrial discharge permitting program.

Attachments:

1. Ordinance No. 05-17
2. May 2016 UAC Minutes
3. May 2016 UAC Sewer Rates Presentation
4. January 2017 UAC Minutes

ORDINANCE NO. 05-17

AN ORDINANCE of the City of Richland Amending
Title 17: Sewers, of the Richland Municipal Code regarding
Richland Pretreatment Act and rates and charges.

WHEREAS, the City completed an update to its General Sewer Plan in 2016 which includes a recommended capital improvement plan for through the year 2036; and

WHEREAS, also in 2016, the City utilized the results of the General Sewer Plan update to update its rate model which calculates user rates and connection fees; and

WHEREAS, the City's financial policies for utility rate setting direct that utility costs be assigned to customer classes according to their cost of service; and

WHEREAS, Washington State law establishes a method for establishing the rates charged to new connections to a sewer system; and

WHEREAS, the updated rate model suggested adoption of wastewater constituent rates that may be applied through the City's pre-treatment program to permitted commercial and industrial customers; and

WHEREAS, the City's Utility Advisory Committee reviewed the updated rate model in May, 2016 and again in January, 2017; and

WHEREAS, the Utility Advisory Committee recommended that no changes in user rates be adopted, that wastewater constituent rates be established for selected commercial and industrial customers, and that new customer connection fees be increased; and

WHEREAS, staff conducted a review of Richland Municipal Code Title 17: Sewers, and are recommending revisions to the current language, increasing clarity and implementing the rate changes recommended by the Utility Advisory Committee.

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

Section 1. Richland Municipal Code (RMC) Chapter 17.30, entitled Richland Pretreatment Act, as enacted by Ordinance No. 35-84 and last modified by Ordinance No. 37-10, is hereby amended to read as follows:

Chapter 17.30
RICHLAND PRETREATMENT ACT

Sections:

- 17.30.010 Adoption of Richland pretreatment program.**
- 17.30.020 *Repealed.***
- 17.30.030 General provisions.**
- 17.30.040 General requirements.**
- 17.30.050 Wastewater discharge permit requirements.**
- 17.30.060 Reporting requirements.**
- 17.30.070 Sampling and analytical requirements.**
- 17.30.080 Compliance monitoring.**
- 17.30.090 Confidential information.**
- 17.30.100 Publication of users in significant noncompliance.**
- 17.30.110 Administrative enforcement remedies.**
- 17.30.120 Judicial enforcement remedies.**
- 17.30.130 Supplemental enforcement action.**
- 17.30.140 Affirmative defenses to discharge violations.**
- 17.30.150 Wastewater treatment rates.**
- 17.30.160 Miscellaneous provisions.**

17.30.010 Adoption of Richland pretreatment program.

The current Richland pretreatment program is hereby adopted and is fully set forth in this chapter. [Ord. 35-84; Ord. 7-96; Ord. 29-98; Ord. 07-04; Ord. 35-04; Ord. 39-09 § 1.03].

17.30.020 Table of contents – Richland pretreatment program. *Repealed* by Ord. 39-09. [Ord. 7-96; Ord. 35-04].

17.30.030 General provisions.

A. Purpose and Policy. This chapter sets forth uniform requirements for users of the publicly owned treatment works (POTW) for the city of Richland and enables the city to comply with all applicable state and federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this chapter are:

1. To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
2. To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
3. To ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
4. To protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
5. To improve the opportunity to recycle and reclaim wastewater and sludge from the POTW.

This chapter shall apply to all users of the POTW. The program authorizes the issuance of wastewater discharge permits; authorizes monitoring, compliance and enforcement activities; establishes administrative review procedures; requires user reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

B. Administration. Except as otherwise provided herein, the public works director shall administer, implement and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the public works director may be delegated by the public works director to other city personnel.

C. Definitions. Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

“Act” or “the Act” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

“Applicable pretreatment standards” means, for a specific pollutant, the more stringent of a city prohibitive discharge standard, local limit or categorical pretreatment standards, and any other applicable local, state or federal standard.

“Approval authority” means the State of Washington Department of Ecology.

“Authorized representative of the user” means:

1. If the user is a corporation:

a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

b. The manager of one or more manufacturing, production or operation facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initialing and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

2. If the user is a partnership or sole proprietorship: a general partner or proprietor, respectively;

3. If the user is a federal, state or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his/her designee.

4. The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company and the written authorization is submitted to the city.

“Best management practices (BMPs)” is a term which means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Sections 403.5(a)(1) and (b) of the Act. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

“Biochemical oxygen demand (BOD5)” means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius expressed as a concentration (milligrams per liter (mg/L)).

“Categorical pretreatment standard” or “categorical standard” means any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405 through 471.

“Categorical user” means a user covered by one of the EPA’s categorical pretreatment standards.

“City” means the city of Richland or the city council of the city of Richland.

“Color” means the optical density at the visual wavelength of maximum absorption, relative to distilled water. One hundred percent transmittance is equivalent to zero optical density.

“Composite sample” means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

Control Authority. The term refers to the city of Richland, Washington.

“Cooling water/noncontact cooling water” means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product. Cooling water may be generated from any use, such as air conditioning, heat exchangers, cooling or refrigeration, to which the only pollutant added is heat.

“Domestic user (residential user)” means any person who contributes, causes or allows the contribution of wastewater into the city POTW that is of a similar volume and/or chemical makeup as that of a residential dwelling unit. Discharges from a residential dwelling unit typically include up to 100 gallons per capita per day, 0.2 pounds of BOD per capita and 0.17 pounds of TSS per capita.

“Environmental Protection Agency (EPA)” means the U.S. Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director or other duly authorized official of said agency.

Existing Source. For a categorical industrial user, an “existing source” is any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with Section 307 of the Act.

Existing User. For noncategorical users an “existing user” is defined as any user which is discharging wastewater prior to the effective date of the ordinance codified in this chapter.

“Grab sample” means a sample which is taken from a waste stream on a one-time basis without regard to the flow in the waste stream and without consideration of time.

“Indirect discharge” or “discharge” means the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c), or (d) of the Act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches and all constructed devices and appliances appurtenant thereto.

“Interference” means a discharge which, alone or in conjunction with a discharge or discharges from other sources, either: (1) inhibits or disrupts the POTW, its treatment processes or operations; (2) inhibits or disrupts its sludge processes, use or disposal; or (3) is a cause of a violation of the city’s NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder (or more stringent state or local regulations): Section 405 of the Clean Water Act; the Solid Waste Disposal Act (SWDA), including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research and Sanctuaries Act.

“Maximum allowable discharge limit” means the maximum concentration (or loading) of a pollutant allowed to be discharged by a regulated industrial user at any time, determined from the analysis of a discrete or composited sample collected, independent of the wastewater flow rate.

“Medical wastes” means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

“NAICS” means a classification pursuant to the North American Industry Classification System used by the United States Office of Management and Budget.

“New source” means:

1. Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided, that:

a. The building, structure, facility or installation is constructed at a site at which no other source is located; or

b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

2. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)(b) or (c) of this definition but otherwise alters, replaces or adds to existing process or production equipment.

3. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:

a. Begun, or caused to begin as part of a continuous on-site construction program:

i. Any placement, assembly, or installation of facilities or equipment; or

ii. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering and design studies do not constitute a contractual obligation under this definition.

“New user” is a user that is not regulated under federal categorical pretreatment standards but applies to the city for a new building permit or occupies an existing building and plans to discharge wastewater to the city’s collection system after the effective date of the ordinance codified in this chapter. Any person that

buys an existing facility that is discharging nondomestic wastewater will be considered an existing user if no significant changes are made in the manufacturing operation.

“Pass through” means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the city’s NPDES permit (including an increase in the magnitude or duration of a violation).

“Permittee” means a person or user issued a wastewater discharge permit.

“Person” means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all federal, state, or local governmental entities.

“pH” means a measure of the acidity or alkalinity of a substance, expressed in standard units.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, agricultural and industrial wastes and the characteristics of the wastewater (i.e., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity or odor).

“Pretreatment” means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means (except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard).

“Pretreatment requirements” means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

Pretreatment Standard or Standard. “Pretreatment standard” shall mean any regulation containing pollutant discharge limits, promulgated by the EPA in accordance with Section 307(b) and (c) of the Act, which applies to industrial users. This term includes prohibited discharge standards (RMC 17.30.040(A)), categorical pretreatment standards (40 CFR Chapter I, Subchapter N), local limits (RMC 17.30.040(E)) and BMPs established by the city.

“Prohibited discharge standards” or “prohibited discharges” means absolute prohibitions against the discharge of wastewater with specific pollutants or pollutant properties (RMC 17.30.040(A)).

“Public works director” means the person designated by the city to manage the operation of the POTW and who is charged with certain duties and responsibilities by this chapter, or a duly authorized representative.

“Publicly owned treatment works (POTW)” means a “treatment works,” as defined by Section 212 of the Act (33 USC 1292) which is owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means the city.

“Septic tank waste” means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers and septic tanks.

“Sewage” means human excrement and gray water (household showers, dishwashing operations, etc.).

“Sewer” means any pipe, conduit, ditch, or other device used to collect and transport sewage from the generating source.

Shall, May. "Shall" is mandatory; "may" is permissive.

"Significant industrial user" means:

1. A user subject to categorical pretreatment standards; or
2. A user that:
 - a. Discharges an average of 25,000 gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blow-down wastewater); or
 - b. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
 - c. Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
3. Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any applicable pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such user should not be considered a significant industrial user.

"Slug load" means any discharge at a flow rate or concentration which could cause a violation of the discharge standards in RMC 17.30.040(A) through (D) or any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge.

"Stormwater" means any flow that occurs during or follows any form of natural precipitation and results from such precipitation, including snowmelt.

"Total suspended solids" means the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid and which is removable by laboratory filtering.

"Treatment plant effluent" means the discharge from the POTW into waters of the United States.

"User" or "industrial user" means a source of indirect discharge. The source shall not include "domestic user" as defined herein.

"Wastewater" means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are contributed to the POTW.

"Wastewater discharge permit (industrial wastewater discharge permit, discharge permit)" means an authorization or equivalent control document issued by the city to users discharging wastewater to the POTW. The permit may contain appropriate pretreatment standards and requirements as set forth in this chapter.

"Wastewater treatment plant" or "treatment plant" means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

The use of the singular shall be construed to include the plural and the plural shall include the singular as indicated by the context of its use.

D. Abbreviations. The following abbreviations shall have the designated meanings:

1. ASPP – accidental spill prevention plan.
2. BOD – biochemical oxygen demand.
3. CFR – Code of Federal Regulations.
4. COD – chemical oxygen demand.
5. EPA – U.S. Environmental Protection Agency.
6. FOG – fats, oil and grease.
7. gpd – gallons per day.
8. L – liter.
9. LEL – lower explosive limit.
10. mg – milligrams.
11. mg/L – milligrams per liter.
12. NAICS – North American Industry Classification System.
13. NPDES – National Pollutant Discharge Elimination System.
14. O&M – operation and maintenance.
15. POTW – publicly owned treatment works.
16. RCRA – Resource Conservation and Recovery Act.
17. SIC – Standard Industrial Classifications.
18. SWDA – Solid Waste Disposal Act (42 USC 6901, et seq.).
19. TSS – total suspended solids.
20. USC – United States Code. [Ord. 39-09 § 1.03; Ord. 37-10 § 1.01].

17.30.040 General requirements.

A. Prohibited Discharge Standards.

1. General Prohibitions. No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to a categorical pretreatment standard or any other national, state, or local pretreatment standard or requirement.
2. Specific Prohibitions. No user shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:
 - a. Pollutants which create a fire or explosive hazard in the POTW, including, but not limited to, waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21;

- b. Wastewater having a pH less than 5.0 or more than 10.0, or otherwise causing corrosive structural damage to the POTW or equipment, unless specifically authorized by the city. In no case shall the discharge have a pH less than 5.0 at any time;
- c. Solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference;
- d. Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- e. Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius) unless the approval authority, upon the request of the POTW, approves alternate temperature limits;
- f. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause interference or pass through;
- g. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- h. Trucked or hauled pollutants, except at discharge points designated by the city;
- i. Noxious or malodorous liquids, gases, solids, or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- j. Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby causing or contributing to a violation of the city's NPDES permit;
- k. Wastewater containing any radioactive wastes or isotopes except as specifically approved by the public works director in compliance with applicable state or federal regulations;
- l. Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water and unpolluted wastewater, unless specifically authorized by the public works director;
- m. Any sludges, screenings, or other residues from the pretreatment of industrial wastes or from industrial processes;
- n. Wastewater that causes or contributes to a failure of a toxicity test conducted on the POTW effluent;
- o. Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW or otherwise cause pass through or interference;
- p. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion meter, at the point of discharge into the

system (or at any point in the system), be more than five percent nor any single reading over 10 percent of the lower explosive limit (LEL) of the meter;

q. Animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, waste paper, wood, plastics, gas, tar asphalt residues, residues from the refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes;

r. Any substance which will cause the POTW to violate its NPDES and/or other disposal system permits;

s. Any wastewater which in the opinion of the public works director can cause harm either to the sewers, sewage treatment process, or equipment; have an adverse effect on the receiving stream; or can otherwise endanger life, limb, public property, or constitute a nuisance, unless allowed under special agreement by the public works director (except that no special waiver shall be given from categorical pretreatment standards or a violation of an approved maximum allowable industrial load or that causes or contributes to pass through or interference);

t. The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septage, or other wastewater unless said person has first obtained testing and approval as may be generally required by the city of Richland and paid all fees assessed for the privilege of said discharge;

u. Persistent pesticides and/or pesticides regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA) that will cause or contribute to pass through or interference;

v. Sewage sludge, except in accordance with the city's NPDES permit, providing that it specifically allows the discharge to surface water of sewage sludge pollutants.

w. The discharge of dry cleaning process wastes, including new and used tetrachloroethylene (synonyms: perchloroethylene, tetrachloroethene), still bottom oil and separator water, is prohibited entirely. Where necessary, the city may require that these wastes be physically prevented from discharging into the sanitary sewer system.

B. Wastes prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW except as authorized by an industrial user permit and/or this chapter. If the industrial user has a pretreatment facility, all floor drains located in process or materials storage areas must discharge to the industrial user's pretreatment facility or to sumps or tanks that do not have the potential for a discharge to the POTW before connecting with the POTW. The city may require other industrial users to contain or collect wastewater from floor drains to protect the POTW and meet the objectives of this chapter.

C. Federal Categorical Pretreatment Standards. The national categorical pretreatment standards as amended and promulgated by the EPA pursuant to the Act and as found in 40 CFR Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated and shall be enforceable under this chapter.

D. State Requirements. State requirements and limitations on discharges to the POTW shall be met by all users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations, or those in this chapter or other applicable ordinances.

E. Local Limits. The following pollutant limits are established to protect against pass through and interference. No permitted industrial user shall discharge wastewater that exceeds the following limits:

Pollutant	Symbol	Maximum Allowable Discharge Limit(1) in mg/L
Arsenic	As	0.14
Cadmium	Cd	0.155
Chromium	Cr	3.4
Copper	Cu	1.71
Lead	Pb	0.658
Mercury	Hg	0.0216
Molybdenum	Mo	0.34
Nickel	Ni	1.31
Selenium	Se	0.24
Silver	Ag	0.213
Oil and grease	–	100
Zinc	Zn	6.93
Tetrachloroethylene (synonyms: tetrachloroethene, perchloroethylene)	–	1.152
Benzene(2)	–	0.05
BTEX(2)(3)	–	0.75

1. All pollutants shown are total.
2. These pollutants and limits generally apply to wastewaters from the cleanup of petroleum or gasoline underground storage tanks. In addition, the pollutants may be required of other users or included in permits where sampling and analysis indicate that the wastewater contains concentrations of these pollutants in excess of the stated limits.
3. This is the sum of measured concentrations for benzene, toluene, ethylbenzene, and xylene.

The above limits apply at the point where the wastewater is discharged to the POTW (end of the pipe). The public works director may impose mass limitations in addition to (or in place of) the concentration-based limitations above. Where a user is subject to both categorical pretreatment standards and local limits for a given pollutant, the more stringent limit shall apply.

F. City's Right of Revision. The city reserves the right to establish, by ordinance or in wastewater discharge permits, more stringent standards or requirements on discharges to the POTW.

G. Special Agreement. The city reserves the right to enter into special agreements with users setting out special terms under which they may discharge to the POTW. In no case will a special agreement waive compliance with a categorical pretreatment standard or federal pretreatment requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. They may also request a variance from the categorical pretreatment standard from the approval authority in accordance with 40 CFR 403.13.

H. Dilution. No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The public works director may impose mass limitations on users which he believes may be using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

I. Pretreatment Facilities. Users shall provide necessary wastewater treatment as required to comply with this chapter and shall achieve compliance with all applicable pretreatment standards and requirements set out in this chapter within the time limitations specified by the EPA, the state, or the public works director, whichever are more stringent. Any facilities required to pretreat wastewater to a level acceptable to the city shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the city for review and shall be acceptable to the city before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge to the city under the provisions of this chapter.

J. Deadline for Compliance with Applicable Pretreatment Requirements. Compliance by existing users (categorical users) covered by categorical pretreatment standards shall be within three years of the date the standard is effective unless a shorter compliance time is specified in the appropriate standard. The city shall establish a final compliance deadline date for any existing user not covered by categorical pretreatment standards or for any categorical user when the local limits for said user are more restrictive than the EPA's categorical pretreatment standards.

New source dischargers and new users are required to comply with applicable pretreatment standards within the shortest feasible time (not to exceed 90 days from the beginning of discharge). New sources and new users shall install and have in operating condition and shall start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge.

Any wastewater discharge permit issued to a categorical user shall not contain a compliance date beyond any deadline date established in the EPA's categorical pretreatment standards. Any other existing user or a categorical user that must comply with a more stringent local limit, which is in noncompliance with any local limits, shall be provided with a compliance schedule placed in an industrial wastewater permit to ensure compliance within the shortest time feasible.

K. Additional Pretreatment Measures.

1. Whenever deemed necessary, the public works director may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage waste streams from industrial waste streams and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this chapter.

2. Each user discharging to the POTW greater than 25,000 gallons per day or greater than five percent of the average daily flow into the POTW, whichever is less, may be required to install and maintain, on its property and at its expense, a suitable storage and flow-control facility to ensure equalization of flow over a 24-hour period. A wastewater discharge permit may be issued solely for flow equalization.

3. Grease, oil and sand interceptors shall be provided when, in the opinion of the public works director, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the public works director and shall be so located to be easily accessible for cleaning and inspection.

Where installed, all grease, oil and sand traps (or interceptors) shall be maintained by the owner, at his expense, in continuously efficient operation at all times and subject to inspection. In the event the owner fails to properly maintain the grease trap (or interceptor), which in the opinion of the director causes clogging of the sewer lines and/or pump stations, the cost of the city, time and material, in cleaning the sewer lines and/or pump stations may be charged to the owner of the grease trap. For the purpose of this paragraph, the owner shall be the person, firm or corporation named on the sewer account.

The user shall maintain a written record of trap and/or interceptor maintenance for the past three years. All such records shall be available for inspection by the city of Richland, and shall be kept in accordance with the recordkeeping requirements of RMC 17.30.060.

4. Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

L. Accidental Spill Prevention Plans/Slug Control Plans. The public works director may require any user to develop and implement an accidental spill prevention plan (ASPP)/slug control plan. Where deemed necessary by the city, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the user's cost and expense. An accidental spill prevention plan or slug control plan showing facilities and operating procedures to provide this protection shall be submitted to the city for review and approval before implementation. The city shall determine which user is required to develop a plan and require said plan to be submitted within 120 days after notification by the city. Each user shall implement its ASPP as submitted or as modified after such plan has been reviewed and approved by the city. Review and approval of such plans and operating procedures by the city shall not relieve the user from the responsibility to modify its facility as necessary to meet the requirements of this section.

1. Any user required to develop and implement an accidental discharge/slug control plan shall submit a plan which addresses, at a minimum, the following:

- a. Description of discharge practices, including nonroutine batch discharges;
- b. Description of stored chemicals;
- c. Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the standards in subsections (A) through (D) of this section; and
- d. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents) and/or measures and equipment for emergency response.

2. Users shall notify the city wastewater treatment plant immediately after the occurrence of a slug or accidental discharge of substances regulated by this chapter. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume and corrective actions. Any affected user shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the city on account thereof under state or federal law.

3. Within five days following an accidental discharge, the user shall submit to the public works director a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property. Nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

4. Signs shall be permanently posted in conspicuous places on the user's premises advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures.

M. Septic Tank Wastes.

1. Septic tank waste may be introduced into the POTW only at a designated receiving structure within the treatment plant area and at such times as are established by the public works director. Such wastes shall not violate this section or any other requirements established or adopted by the city. Wastewater discharge permits for individual vehicles to use such facilities shall be issued by the public works director.
2. Septic tank waste haulers may only discharge loads at locations specifically designated by the public works director. No load may be discharged without prior consent of the public works director. The public works director may collect samples of each hauled load to ensure compliance with applicable pretreatment standards. The public works director may require the hauler to provide a waste analysis of any load prior to discharge.
3. Septic tank waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, sources of waste and volume and characteristics of waste.
4. Fees for dumping hauled wastes will be established as part of the user fee system as authorized in RMC 17.30.160. [Ord. 39-09 § 1.03; Ord. 37-10 § 1.02].

17.30.050 Wastewater discharge permit requirements.

No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the public works director; the permit must be enforceable and contain all the elements as required by 40 CFR 403.8(t)(1)(iii)(B). Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this chapter and subjects the wastewater discharge permittee to the sanctions set out in this chapter. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all federal and state pretreatment standards or requirements or At least 180 days prior to the anticipated start-up, unless specifically authorized by the public works director, any new source, sources that become a user subsequent to the promulgation of an applicable categorical pretreatment standard and “new users” considered by the city to fit the definition of SIU, shall apply for a wastewater discharge permit and will be required to submit to the city at least the information listed in subsections (E)(1) through (5) of this section. with any other requirements of federal, state and local law.

The public works director may require other users, including liquid waste haulers, to obtain wastewater discharge permits (as necessary) to carry out the purposes of this chapter.

A. Wastewater Discharge Permitting – Existing Significant Industrial User (SIU). Any SIU that was discharging wastewater into the POTW prior to the effective date of the ordinance codified in this chapter and that wishes to continue such discharges in the future shall, within 60 days after notification by the public works director, submit a permit application to the city in accordance with subsection (D) of this section and shall not cause or allow discharges to the POTW to continue after 90 days of the effective date of the ordinance codified in this chapter except in accordance with a wastewater discharge permit issued by the public works director.

B. Wastewater Discharge Permitting – New Source and New User. A new source or “new user” cannot discharge without first receiving a wastewater discharge permit from the city. New sources and “new users” shall also be required to include in their application information the method of pretreatment the user intends to use to meet applicable pretreatment standards. New sources and “new users” shall give estimates of the information requested in subsections (E)(4) and (5) of this section.

C. Pretreatment Equipment Modification. Before the construction, addition or modification of pretreatment equipment, the user must submit an engineering report to the city and/or WDOE for approval.

D. Wastewater Discharge Permitting – Extrajurisdictional Users. Any existing user located beyond the city limits who is required to obtain a wastewater discharge permit shall submit a wastewater discharge permit

application as outlined in subsection (A) of this section. New source and “new users” located beyond the city limits required to obtain a wastewater discharge permit shall comply with subsection (B) of this section.

E. Wastewater Discharge Permit Application Contents. All users required to obtain a wastewater discharge permit must submit, at a minimum, the following baseline information. The public works director shall approve a form to be used as a permit application. Categorical users submitting the following information shall have complied with 40 CFR 403.12(b).

1. Identifying Information. The user shall submit the name and address of the facility including the name of the operator and owners;

2. Permits. The user shall submit a list of any environmental control permits held by or for the facility;

3. Description of Operations. The user shall submit a brief description of the nature, average rate of production and standard industrial classification of the operation(s) carried out by such industrial user, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW; number of employees; hours of operation; each product produced by type, amount, process or processes and rate of production; type and amount of raw materials processed (average and maximum per day) and the time and duration of discharges. This description should also include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes. Disclosure of site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation.

4. Flow Measurement.

a. Categorical User. The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:

i. Regulated or manufacturing process streams; and

ii. Other streams as necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e).

b. Noncategorical User. The user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:

Total process flow, wastewater treatment plant flow, total plant flow or individual manufacturing process flow as required by the public works director.

The city may allow for verifiable estimates of these flows where justified by cost or feasibility considerations.

5. Measurements of Pollutants.

a. Categorical User.

i. The user shall identify the applicable pretreatment standards for each regulated or manufacturing process.

ii. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass where required by the categorical pretreatment standard or as required by the city) of regulated pollutants (including standards contained in RMC 17.30.040(A) through (E), as appropriate) in the discharge from each regulated or

manufacturing process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in RMC 17.30.070.

iii. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection.

iv. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) for a categorical user covered by a categorical pretreatment standard this adjusted limit, along with supporting data, shall be submitted as part of the application.

b. Noncategorical User.

i. The user shall identify the applicable pretreatment standards for its wastewater discharge.

ii. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass where required by the city) of regulated pollutants contained in RMC 17.30.040(A) through (E), as appropriate in the discharge. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in RMC 17.30.070.

iii. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection.

iv. Where the public works director developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data shall be submitted as part of the application.

6. Certification. The user shall submit a statement, reviewed by an authorized representative of the user and certified by a qualified professional as outlined in subsection (F) of this section, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements.

7. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the applicable pretreatment standards, the user will provide the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The user's schedule shall conform to the requirements of RMC 17.30.060(D). The completion date in this schedule shall not be later than the compliance date established pursuant to RMC 17.30.040(J).

a. Where the user's categorical pretreatment standard has been modified by a removal allowance (40 CFR 403.7), the combined waste stream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) at the time the user submits the report required by this subsection, the information required by subsections (E)(6) and (7) of this section shall pertain to the modified limits.

b. If the categorical pretreatment standard is modified by a removal allowance (40 CFR 403.7), the combined waste stream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) after the user submits the report required by subsections (E)(6) and (7) of this section, a new report shall be submitted by the user within 60 days after the modified limit is approved.

8. The user shall submit any other information as may be deemed necessary by the public works director to evaluate the wastewater discharge permit application. Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

F. Signatory and Certification Requirement. All wastewater discharge permit applications and user reports must be signed by an authorized representative.

For the purpose of this section, a responsible officer or manager means:

1. A president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

2. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the approval authority prior to or together with the report being submitted of the user and contain the following certification statement:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor or general partner in writing. The written authorization must be submitted to the city and also specifies either an individual or a position having the responsibility of the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to the city prior to or together with any reports to be signed by an authorized representative.

G. Wastewater Discharge Permit Issuance Decisions. The public works director will evaluate the data furnished by the user and may require additional information. Within 90 days of receipt of a complete wastewater discharge permit application, the public works director will determine whether or not to issue a wastewater discharge permit. Upon a determination to issue, the permit shall be issued within 90 days of full evaluation and acceptance of the data furnished. The public works director may deny any application for a wastewater discharge permit.

Justifications for decisions made during the permitting process are summarized in an industrial user "fact sheet." A fact sheet briefly sets forth the principal facts and the significant legal, procedural and policy decisions considered in preparing an industrial wastewater permit. The fact sheet contains, at a minimum, the following components:

1. Description of industrial user;

2. Discharge information;
3. Basis for permit limits;
4. Special conditions in permit; and
5. Calculation used to derive each limit.

H. Wastewater Discharge Permit Contents. Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the public works director to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal and protect against damage to the POTW.

1. Wastewater discharge permits must contain the following conditions:

- a. A statement that indicates wastewater discharge permit duration, which in no event shall exceed five years;
- b. A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from the city and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
- c. Applicable pretreatment standards and requirements, including any special state requirements;
- d. Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules and record-keeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency and sample type based on federal, state and local law;
- e. Requirement for immediate notification to the city where self-monitoring results indicate noncompliance;
- f. Requirement to report a bypass or upset of a pretreatment facility;
- g. Requirement to report immediately to the city all discharges, including slug loadings, that could cause problems to the POTW;
- h. Requirement for the SIU who reports noncompliance to repeat the sampling and analysis and submit results to the city within 30 days after becoming aware of the violation;
- i. A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements and any applicable compliance schedule;
- j. Requirements to control slug discharges, if determined by the POTW to be necessary.

2. Wastewater discharge permits may contain, but need not be limited to, the following conditions:

- a. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
- b. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;

- c. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or routine discharges;
 - d. Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 - e. The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;
 - f. Requirements for installation and maintenance of inspection and sampling facilities and equipment;
 - g. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit;
 - h. Any special agreements the public works director chooses to continue or develop between the city and user; and
 - i. Other conditions as deemed appropriate by the public works director to ensure compliance with this chapter, and state and federal laws, rules and regulations.
- I. Wastewater Discharge Permit Appeals. Any person, including the user, may petition the city to reconsider the terms of a wastewater discharge permit within 30 days of its issuance.
1. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
 2. In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
 3. The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.
 4. If the city fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit, shall be considered final administrative actions for purposes of judicial review.
 5. Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing a complaint with the Benton County superior court for jurisdiction within two years of the denial of the permit.
- J. Wastewater Discharge Permit Duration. Wastewater discharge permits shall be issued for a specified time period, not to exceed five years. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the public works director. Each wastewater discharge permit will indicate a specific date upon which it will expire.
- K. Wastewater Discharge Permit Modification. The public works director may modify the wastewater discharge permit for good cause including, but not limited to, the following:
1. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;

2. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
3. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
4. Information indicating that the permitted discharge poses a threat to the city's POTW, city personnel, or the receiving waters;
5. Violation of any terms or conditions of the wastewater discharge permit;
6. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;
7. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;
8. To correct typographical or other errors in the wastewater discharge permit; or
9. To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

L. Wastewater Discharge Permit Transfer. Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least 30 days' advance notice to the public works director and the public works director approves the wastewater discharge permit transfer. The notice to the public works director must include a written certification by the new owner and/or operator which:

1. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
2. Identifies the specific date on which the transfer is to occur; and
3. Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of transfer.

Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

Provided that the above occurs and that there were no significant changes to the manufacturing operation or wastewater discharge, the new owner will be considered an existing user and be covered by the existing limits and requirements in the previous owner's permit.

M. Wastewater Discharge Permit Revocation. Wastewater discharge permits may be revoked for, but not limited to, the following reasons:

1. Failure to notify the city of significant changes to the wastewater prior to the changed discharge;
2. Failure to provide prior notification to the city of changed conditions;
3. Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
4. Falsifying self-monitoring reports;
5. Tampering with monitoring equipment;
6. Refusing to allow the city timely access to the facility premises and records;

7. Failure to meet discharge limitations;
8. Failure to pay fines;
9. Failure to pay sewer charges;
10. Failure to meet compliance schedules;
11. Failure to complete a wastewater survey or the wastewater discharge permit application;
12. Failure to provide advance notice of the transfer of a permitted facility; or
13. If the city has to invoke its emergency provision as cited in RMC 17.30.110(G).
14. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this chapter.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

N. Wastewater Discharge Permit Reissuance. A user who is required to have a wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, in accordance with subsection (E) of this section, a minimum of 180 days prior to the expiration of the user's existing wastewater discharge permit. A user whose existing wastewater discharge permit has expired and who has submitted its re-application in the time period specified herein shall be deemed to have an effective wastewater discharge permit until the city issues or denies the new wastewater discharge permit. A user whose existing wastewater discharge permit has expired and who failed to submit its re-application in the time period specified herein will be deemed to be discharging without a wastewater discharge permit.

O. Pretreatment Equipment Modification. Before the construction, addition or modification of pretreatment equipment, the user must submit an engineering report to the city for approval.

P. Public Notice. The city's pretreatment program encourages public involvement of permit development activities by publishing an announcement in the Tri-City Herald newspaper for two consecutive weeks prior to the issuance of an industrial wastewater permit. The publication describes the industrial user applying for a permit, the tentative determination of the permit process, and where interested persons can submit written comments and/or review proposed permits and related documents.

If the comments received indicate significant public interest in the proposed permit, or if useful information could be produced thereby, the public works director may hold a public hearing on the application. Public notice regarding any hearing will be circulated at least 30 days in advance of the public hearing.

If a small number of comments are received from the public, the city's pretreatment program will review them and respond in writing, either on an individual basis to each comment or comments in a single "Response to Comment" document issued at the same time as the final permit. [Ord. 39-09 § 1.03; amended during 2011 recodification].

17.30.060 Reporting requirements.

A. Baseline Monitoring Reports. Categorical users who submit permit applications as described in RMC 17.30.050(E) shall be considered to have complied with requirement in 40 CFR Section 403.12(b) to submit baseline monitoring reports.

B. Final Compliance Report (Initial Compliance Report).

1. Within 90 days following the date for final compliance by the significant industrial user with applicable pretreatment standards and requirements set forth in this chapter, in a wastewater discharge permit, or within 30 days following commencement of the introduction of wastewater into the POTW by a new source or new users considered by the city to fit the definition of SIU, the affected user shall submit to the city a report containing the information outlined in RMC 17.30.050(E)(4) through (6).

2. For users subject to equivalent mass or concentration limits established by the city in accordance with procedures established in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period.

C. Periodic Compliance Report.

1. Any user that is required to have an industrial waste discharge permit and performs self-monitoring shall submit to the city during the months of June and December, unless required on other dates or more frequently by the city, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within the industrial waste discharge permit. At a minimum, users shall sample their discharge at least twice per year.

2. The report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations and shall also include any additional information required by this chapter or the wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit.

3. Both daily maximum and average concentration (or mass, where required) shall be reported. If a user sampled and analyzed more frequently than what was required by the city or by this chapter, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge during the reporting period.

4. Any user subject to equivalent mass or concentration limits established by the city or by unit production limits specified in the applicable categorical standards shall report production data as outlined in subsection (B)(2) of this section.

5. If the city calculated limits to factor out dilution flows or nonregulated flows, the user will be responsible for providing flows from the regulated process flows, dilution flows and nonregulated flows.

6. Flows shall be reported on the basis of actual measurement; provided, however, that the city may accept reports of average and maximum flows estimated by verifiable techniques if the city determines that an actual measurement is not feasible.

7. Discharges sampled shall be representative of the user's daily operations and samples shall be taken in accordance with the requirements specified in RMC 17.30.070.

8. The city may require reporting by users that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent or determine any other factor which is related to the operation and maintenance of the sewer system.

9. The city may require self-monitoring by the user or, if requested by the user, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this section. If the city agrees to perform such periodic compliance monitoring, it may charge the user for such monitoring, based upon the costs incurred by the city for the sampling and analyses. Any such charges shall be added to the normal sewer charge and shall be payable as part of the sewer bills. The city is under no obligation to perform periodic compliance monitoring for a user.

D. Compliance Schedule for Meeting Applicable Pretreatment Standards.

1. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

2. No increment referred to in subsection (D)(1) of this section shall exceed nine months.

3. Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the city including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay and the steps being taken by the user to return the construction to the schedule established. In no event shall more than nine months elapse between such progress reports.

E. Notification of Significant Production Change. Any user operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify the city within two business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

F. Hazardous Waste Notification.

1. Any industrial user shall notify the city, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261. Such notification to the city shall be made within the appropriate time frames specified in subsection (G) or (I) of this section, whichever is shorter. The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements as specified in subsection (A), (B) or (C) of this section.

Such notification must include:

- a. The name of the hazardous waste as set forth at 40 CFR Part 261;
- b. The EPA hazardous waste number;
- c. The type of discharge (continuous, batch, or other);
- d. An identification of the hazardous constituents contained in the wastes;
- e. An estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month;
- f. An estimation of the mass of constituents in the wastestream expected to be discharged during the following 12 months;

g. Certification that the industrial user has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and

h. Signatory certification as required by RMC 17.30.050(F).

2. Any industrial user shall notify the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of the discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261 and meets the reporting criteria specified at 40 CFR 403.12(p). Notification to the Washington State Department of Ecology and EPA is the responsibility of the industrial user and shall be made as required under 40 CFR 403.12(p). The industrial user shall copy the city on all notifications made to the state and EPA.

3. In the case of any new regulation under Section 3001 of the Resource Conservation and Recovery Act (RCRA) identifying additional characteristics of hazardous waste or listing any additional substance as hazardous waste, the industrial user must notify the city, the EPA Regional Waste Management Waste Division Director, and Washington State Department of Ecology hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

4. This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this chapter, a permit issued hereunder, or any applicable federal or state law.

G. Notice of Potential Problems, Including Accidental Spills, Slug Loadings. Any user shall notify the city immediately of all discharges that could cause problems to the POTW, including any slug loadings, as defined in RMC 17.30.030(C). The notification shall include the concentration and volume and corrective action. Steps being taken to reduce any adverse impact should also be noted during the notification. Any user who discharges a slug (or slugs) of pollutants shall be liable for any expense, loss, or damage to the POTW, in addition to the amount of any fines imposed on the city under state or federal law.

H. Noncompliance Reporting. If sampling performed by a user indicates a violation, the user shall notify the city within 24 hours of becoming aware of the violation. The user shall also repeat the sampling within five days and submit the results of the repeat analysis to the city within 30 days after becoming aware of the violation. (Where the city has the sampling and analysis in lieu of the industrial user, the city must perform the repeat sampling and analysis unless it notifies the user of the violation and requires the user to perform the repeat analysis.) Resampling is not required if:

1. The city performs sampling at the user at a frequency of at least once per month; or
2. The city performs sampling at the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

I. Notification of Changed Discharge. All users shall promptly notify the city in advance of any substantial change in the volume or character of pollutants in their discharge, including significant regulated or manufacturing process changes, pretreatment modifications and the listed or characteristic hazardous wastes for which the user has submitted initial notification under 40 CFR 403.12(p).

J. Reports from Unpermitted Users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the city as the public works director may require.

K. Record Keeping. Users subject to the reporting requirements of this chapter shall retain and make available for inspection and copying all records of information obtained pursuant to any monitoring activities required by this chapter and any additional records of information obtained pursuant to monitoring activities undertaken by the user independent of such requirements. Records shall include the date, exact place, method and time of sampling and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such

analyses including documentation associated with BMPs. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or POTW, or where the user has been specifically notified of a longer retention period by the public works director. [Ord. 39-09 § 1.03; Ord. 37-10 § 1.03].

17.30.070 Sampling and analytical requirements.

A. Sampling Requirements for Users.

1. The reports required for this section must be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data are representative of conditions occurring during the reporting period. The Control Authority shall require that frequency of monitoring necessary to assess and assure compliance by Industrial Users with applicable Pretreatment Standards and Requirements.

~~A minimum of four g~~ Grab samples must be used for pH (unless performing continuous pH monitoring), cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the control authority. The sample must be representative of the discharge and the decision to allow alternative sampling must be documented in the industrial user file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the control authority, as appropriate.

2. For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four grab samples must be used for pH (unless performing continuous pH monitoring), cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the control authority may authorize a lower minimum. For the reports required by 40 CFR 403.12(e) and (h), the control authority shall require the number of grab samples necessary to assess and assure compliance by industrial users with applicable pretreatment standards and requirements.

3. Samples shall be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated or manufacturing process if no pretreatment exists or as determined by the city and contained in the user's wastewater discharge permit. For categorical users, if other wastewaters are mixed with the regulated wastewater prior to pretreatment the user shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with the applicable categorical pretreatment standards. For other SIUs, for which the city has adjusted its local limits to factor out dilution flows, the user shall measure the flows and concentrations necessary to evaluate compliance with the adjusted pretreatment standard(s).

4. All sample results shall indicate the time, date and place of sampling and methods of analysis and shall certify that the waste stream sampled is representative of normal work cycles and expected pollutant discharges from the user. If a user sampled and analyzed more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

B. Analytical Requirements. All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

C. City Monitoring of User's Wastewater. The city will follow the same procedures as outlined in subsections (A) and (B) of this section. [Ord. 39-09 § 1.03].

17.30.080 Compliance monitoring.

A. Inspection and Sampling. The city shall have the right to enter the facilities of any user to ascertain whether the purpose of this chapter, and any wastewater discharge permit or order issued hereunder, is being met and whether the user is complying with all requirements thereof. Users shall allow the public works director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying and the performance of any additional duties.

1. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the public works director will be permitted to enter without delay for the purposes of performing specific responsibilities.

2. The public works director shall have the right to set up on the user's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.

3. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the public works director and shall not be replaced. The costs of clearing such access shall be borne by the user.

4. Unreasonable delays in allowing the public works director access to the user's premises shall be a violation of this chapter.

B. Monitoring Facilities. Each user shall provide and operate at its own expense a monitoring facility to allow inspection, sampling and flow measurements of each sewer discharge to the city. Each monitoring facility shall be situated on the user's premises except, where such a location would be impractical or cause undue hardship on the user, the city may concur with the facility being constructed in the public street or sidewalk area, providing that the facility is located so that it will not be obstructed by landscaping or parked vehicles. The public works director, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line, wastewater treatment system).

There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

The public works director may require the user to install monitoring equipment as necessary. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

C. Search Warrants. If the public works director has been refused access to a building, structure or property, or any part thereof, and is able to demonstrate probable cause to believe that there may be a violation of this chapter, or that there is a need to inspect as part of a routine inspection program of the city designed to verify compliance with this chapter or any wastewater discharge permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the public works director shall seek issuance of a search and/or seizure warrant from the superior court of Benton County. Such warrant shall be served at reasonable hours by the public works director in the company of a uniformed police officer of the city.

D. Vandalism. No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with, or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in this chapter. [Ord. 39-09 § 1.03].

17.30.090 Confidential information.

Information and data regarding a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits and monitoring programs, and from city inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the city, that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction. [Ord. 39-09 § 1.03].

17.30.100 Publication of users in significant noncompliance.

The city shall publish annually, in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. For the purposes of this provision, an industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

A. Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of wastewater measurements taken during a six-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(1);

B. Technical review criteria (TRC) violations, defined here as those in which 33 percent or more of wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(1), multiplied by the TRC (TRC equals 1.4 for BOD, TSS, fats, oils and grease and 1.2 for all other pollutants except pH);

C. Any other discharge violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(1) (daily maximum, longer-term average, instantaneous limit, or narrative standard) that the city believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of city personnel or the general public);

D. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment or has resulted in the city's exercise of its emergency authority to halt or prevent such a discharge;

E. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;

F. Failure to provide, within 30 days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports and reports on compliance with compliance schedules;

G. Failure to accurately report noncompliance; or

H. Any other violation(s) which the city determines will adversely affect the operation or implementation of the local pretreatment program. [Ord. 39-09 § 1.03].

17.30.110 Administrative enforcement remedies.

A. Notification of Violation. When the public works director finds that a user has violated (or continues to violate) any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the public works director may serve upon that user a written notice of violation (via certified letter). Within 30 days of the receipt of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the user to the public works director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this section shall limit the authority of the city to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

B. Consent Orders. The public works director may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to subsections (D) and (E) of this section and shall be judicially enforceable. Use of a consent order shall not be a bar against, or prerequisite for, taking any other action against the user.

C. Show Cause Hearing. The public works director may order (via a certified letter) a user which has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, to appear before the public works director and show cause why the proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action and a request that the user show cause why the proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 10 days prior to the hearing. Such notice may be served on any authorized representative of the user. A show cause hearing shall not be a bar against, or prerequisite for, taking any other action against the user.

D. Compliance Orders. When the public works director finds that a user has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the public works director may issue an order to the user responsible for the discharge directing that the user come into compliance within a time specified in the order. If the user does not come into compliance within the time specified in the order, sewer service may be discontinued until adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders may also contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the user.

E. Cease and Desist Orders. When the public works director finds that a user has violated (or continues to violate) any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the public works director may issue an order to the user directing it to cease and desist all such violations and directing the user to:

1. Immediately comply with all requirements; and
2. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the user.

F. Administrative Fine.

1. When the public works director finds that a user has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the public works director may fine such user in an amount not less than ~~\$5~~\$100.00 and not to exceed \$10,000. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

2. Unpaid charges, fines and penalties shall, after 30 calendar days, be assessed an additional penalty of five percent of the unpaid balance, and interest shall accrue thereafter at a rate of one percent per month. A lien against the user's property will be sought for unpaid charges, fines and penalties.

3. Users desiring to dispute such fines must file a written request for the public works director to reconsider the fine along with full payment of the fine amount within 30 days of being notified of the fine. Where a request has merit, the public works director shall convene a hearing on the matter within 15 days of receiving the request from the user. In the event the user's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the user.

The city may add the costs of preparing administrative enforcement actions, such as notices and orders, to the fine.

4. Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the user.

G. Emergency Suspensions. The public works director may immediately suspend a user's discharge (after informal notice to the user) whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The public works director may also immediately suspend a user's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

1. Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the public works director shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The water and waste utilities department shall allow the user to recommence its discharge when the user has demonstrated to the satisfaction of the city that the period of endangerment has passed, unless the termination proceedings in subsection (H) of this section are initiated against the user.

2. A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the public works director prior to the date of any show cause or termination hearing under subsections (C) and (H) of this section.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency suspension under this section.

H. Termination of Discharge (Nonemergency). In addition to the provisions in RMC 17.30.050(M), any user that violates the following conditions is subject to discharge termination:

1. Violation of wastewater discharge permit conditions;

2. Failure to accurately report the wastewater constituents and characteristics of its discharge;
3. Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
4. Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring or sampling; or
5. Violation of the pretreatment standards in RMC 17.30.040.

Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under subsection (C) of this section why the proposed action should not be taken. Exercise of this option by the city shall not be a bar to, or a prerequisite for, taking any other action against the user. [Ord. 39-09 § 1.03].

17.30.120 Judicial enforcement remedies.

A. Injunctive Relief. When the public works director finds that a user has violated (or continues to violate) any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the public works director may petition the Benton County superior court through the city's attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by this program on activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

B. Civil Penalties.

1. A user which has violated or continues to violate any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the city for a maximum civil penalty of \$10,000 per violation, per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
2. The public works director may recover reasonable attorneys' fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses and the cost of any actual damages incurred by the city.
3. In determining the amount of civil liability, the court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user and any other factor as justice requires.
4. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a user.

C. Criminal and Civil Prosecution.

1. A user which has willfully or negligently violated any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

2. A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E). This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

Provided, if the same violator has been found to have committed an infraction violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Richland Municipal Code or other similar codes, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in RMC 1.30.010 for criminal offenses.

3. A user who knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this chapter, shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E). In addition, the user shall be subject to:

- a. The provisions of 18 USC Section 1001 relating to fraud and false statements;
- b. The provisions of Section 309(c)(4) of the Clean Water Act, as amended governing false statements, representation or certification; and
- c. The provision of Section 309(c)(6) of the Clean Water Act, regarding responsible corporate officers.

D. Remedies Nonexclusive. The provisions in RMC 17.30.100 through 17.30.130 of this program are not exclusive remedies. The city reserves the right to take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the city's enforcement response plan. However, the city reserves the right to take other action against any user when the circumstances warrant. Further, the city is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently. [Ord. 39-09 § 1.03; Ord. 06-10 § 1.30].

17.30.130 Supplemental enforcement action.

A. Performance Bonds. The public works director may decline to issue or reissue a wastewater discharge permit to any user which has failed to comply with any provision of this chapter, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement unless such user first files a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the public works director to be necessary to achieve consistent compliance.

B. Liability Insurance. The public works director may decline to issue or reissue a wastewater discharge permit to any user which has failed to comply with any provision of this chapter, a previous wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, unless the user first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

C. Water Supply Severance. Whenever a user has violated or continues to violate any provision of this chapter, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after it has satisfactorily demonstrated its ability to comply.

D. Public Nuisances. A violation of any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, is hereby declared a public nuisance and shall be corrected or abated as directed by the public works director. Any person(s) creating a public nuisance shall be subject to the provisions of Chapter 9.16 RMC governing such nuisances, including

reimbursing the city for any costs incurred in removing, abating, or remedying said nuisance. [Ord. 39-09 § 1.03].

17.30.140 Affirmative defenses to discharge violations.

A. Upset.

1. For the purposes of this section, “upset” means an exceptional incident in which there is unintentional and temporary noncompliance with applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

2. An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable pretreatment standards if the requirements of subsection (A)(3) of this section are met.

3. A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

a. An upset occurred and the user can identify the cause(s) of the upset;

b. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

c. The user has submitted the following information to the POTW and treatment plant operator within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):

i. A description of the indirect discharge and cause of noncompliance;

ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and

iii. Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.

4. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.

5. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with applicable pretreatment standards.

6. Users shall control production of all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

B. Prohibited Discharge Standards. A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in RMC 17.30.040(A)(2)(a) through (g) and (B) if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either: (1) a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to, and during, the pass through or interference; or (2) no local limit exists, but the discharge did not change substantially in nature or constituents from the user’s prior discharge when the city was regularly in compliance with its NPDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

C. Bypass.

1. For the purposes of this section:

a. "Bypass" means the intentional diversion of waste streams from any portion of a user's treatment facility.

b. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. "Severe property damage" does not mean economic loss caused by delays in production.

2. A user may allow any bypass to occur which does not cause applicable pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of subsections (C)(3) and (4) of this section.

3. Notice of Bypass.

a. If a user knows in advance of the need for a bypass, it shall submit prior notice to the POTW, at least 10 days before the date of the bypass, if possible.

b. A user shall submit oral notice to the city of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent reoccurrence of the bypass. The POTW may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

4. Bypass Conditions.

a. Bypass is prohibited, and the POTW may take an enforcement action against a user for a bypass, unless:

i. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

ii. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and

iii. The user submitted notices as required under subsection (C)(3) of this section.

b. The POTW may approve an anticipated bypass, after considering its adverse effects, if the POTW determines that it will meet the three conditions listed in subsection (C)(4)(a) of this section. [Ord. 39-09 § 1.03].

17.30.150 Wastewater treatment rates.

For commercial rates, please refer to Chapter 17.56 RMC. [Ord. 39-09 § 1.03].

17.30.160 Miscellaneous provisions.

A. Pretreatment Charges and Fees. The city may adopt reasonable fees for reimbursement of costs of setting up and operating the city's pretreatment program which may include:

1. Fees for wastewater discharge permit applications including the cost of processing such applications;
2. Fees for monitoring, inspection and surveillance procedures including the cost of collection and analyzing a user's discharge, and reviewing monitoring reports submitted by users;
3. Fees for reviewing and responding to accidental discharge procedures and construction;
4. Fees for filing appeals; and
5. Other fees as the city may deem necessary to carry out the requirements contained herein. These fees relate solely to the matters covered by this chapter and are separate from all other fees, fines and penalties chargeable by the city.

6. Annual Permit Fees. Permitted significant industrial users shall be charged 70 percent of the annual permit fee charged by the state of Washington for permitting industrial facilities per Chapter 173-224 WAC. Permitted zero discharge facilities shall be charged 70 percent of the base fee charged by the State of Washington per Chapter 173-224 WAC.

7. Any permit holder, with the exception of non-operating aggregate operations or a permitted potable facility, who has not been in continuous operation within a consecutive 18-month period or who commits to not being in operation for a consecutive 18-month period or longer, may have their permit fee reduced to twenty five percent of the fee that would otherwise be assessed. This non-operating mode must be verified by the appropriate City of Richland staff. Once operations resume, the permit fee will be returned to the full amount.

Facilities who commit to the minimum 18-month non-operating mode but resume operation during the same 18-month period will be assessed permit fees as if they were active during the entire period.

78. Sampling Fees.

a. The expenses for annual sample analysis required by the user's permit will be charged to the user. For analyses conducted by a third party commercial laboratory the permittee will be charged the actual fees charged by the laboratory. For analyses conducted by the city laboratory the permittee will be charged the actual cost of the analyses, not to exceed fees established by locally available commercial laboratories.

b. Any user establishing a pattern of noncompliance, or having a history of noncompliance, or suspected of being in noncompliance, may require additional monitoring visits as deemed appropriate by the public works director. Any additional analysis performed which detects noncompliance will be billed directly to the user.

89. A discharge authorization shall be \$250.00 for a one-time batch discharge.

910. Permit transfer fee: \$250.00.

101. Permit modification fee: \$500.00. Permit modification fees will only be charged in a case where changes in the user's operation require the modification, or when the user requests a modification.

142. High Strength Waste Fees.

- a. Users having effluent concentrations of BOD in excess of 240 mg/l and/or TSS in excess of 250 mg/l, and/or FOG concentrations in excess of 100 mg/l may be billed a high strength waste surcharge. ~~Surcharge rates will be established by the public works director, and based on cost of conveyance and treatment in the POTW.~~ A rate of \$0.41 per pound per day for BOD and \$0.58 per pound per day for TSS will apply to high strength discharges accepted under the terms of the permit. No rate has been established for high strength FOG concentrations.

Discharges of high strength waste above permitted limits allowed through a permit shall be assessed a penalty, calculated utilizing a rate equal to double the rate listed above.

- b. All fees or charges will be collected by direct billing. Unless the public works director has been made aware of extenuating circumstances that would prevent prompt payment, all fees are payable within 30 days of the billing. Fees past due will be considered a violation of this chapter. Users not paying fees within 60 days of the billing period will be subject to termination of service. The public works director may change existing or adopt new fees.

B. Severability. If any provision of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

C. Conflicts. All other ordinances and parts of other ordinances inconsistent or conflicting with any part of this chapter are hereby repealed to the extent of the inconsistency or conflict. [Ord. 39-09 § 1.03].

Section 2. Richland Municipal Code (RMC) Chapter 17.56, entitled Rates and Charges, as enacted by Ordinance No. 12-76 and last modified by Ordinance No. 39-09, is hereby amended to read as follows:

**Chapter 17.56
RATES AND CHARGES**

Sections:

- 17.56.010 Schedule I – Residences and multifamily residences.**
- 17.56.020 Schedule II – Commercial, etc.**
- 17.56.025 Economic development rate.**
- 17.56.028 Special residential rates – Low income senior citizens and low income disabled citizens.**
- 17.56.030 Applicability.**
- 17.56.040 Sewer facilities assessment.**
- 17.56.050 Latecomer agreements.**
- 17.56.060 Imposition of adjusted facilities assessment.**
- 17.56.010 Schedule I – Residences and multifamily residences.**

A. Billings shall be monthly, to the building owner and/or the tenant on the basis of one month in arrears and include applicable taxes.

B. Residences and condominiums will be billed the monthly residential charge.

C. The city may furnish sewer to customers at locations outside the corporate limits of the city. The monthly rates for sewer furnished to out-of-city customers shall be the rates set forth in this title for the applicable class of service plus 50 percent of such rates.

D. Residences with less than three living units shall be billed the monthly residential charge per month per living unit. These monthly charges are due whether the living unit is occupied or not.

Effective the first billing of December 2009, the multifamily residences will be billed a per unit charge for each living unit, whether occupied or not, plus consumption charges based on water usage. Sewer charges will be billed on the owner's/manager's monthly bill along with the associated water charges.

E. Rates shall be charged according to the following table:

Rate as of 1-01-2010	
Monthly residential charge:	\$25.60
Monthly multifamily per unit charge:	\$12.40
Monthly multifamily consumption charge:	\$2.15

[Ord. 77; Ord. 252; Ord. 610; Ord. 37-74; Ord. 63-77; Ord. 16-82; Ord. 6-83; Ord. 63-83; Ord. 42-84; Ord. 20-85; Ord. 32-85; Ord. 30-90; Ord. 6-92; Ord. 6-93; Ord. 18-93; Ord. 12-94; Ord. 54-94; Ord. 29-95; Ord. 34-96; Ord. 47-96; Ord. 29-98; Ord. 07-04; Ord. 28-08; Ord. 39-09 § 1.04].

17.56.020 Schedule II – Commercial, etc.

A. All commercial customers, including recreational vehicle parks, mixed-use and other customers not specifically included in Schedule I, shall be included in this schedule, except for industries which discharge chemical waste, food processing waste, other unusual waste, or unusual amounts of water. Industries discharging such wastes, if their waste is accepted for treatment by the city, shall be subject to individually negotiated contracts. Water usage will be used as the basis for computing monthly sewer charge. Sewer charges will be billed on the customer's monthly bill along with the associated water charges.

B. Billing shall be monthly to the owner or the tenant of the commercial establishment on the basis of one month in arrears and include applicable taxes. For the purposes of this section, "billing month" means the month which includes the last day of the period of water consumption for which the customer will be billed.

C. Rates shall be charged according to the following table:

Rate as of 1-01-2010	
Minimum monthly charge:	\$61.50
Additional charge – per 100 cubic feet:	\$2.15

D. Users billed under this schedule who use large volumes of water that is not returned to the sewer shall have the option of installing a separate water meter for the irrigation system or installing an effluent meter in a control manhole as specified in RMC 17.44.010. Separate water meters or effluent meters shall be installed at the owner's expense and in compliance with city standards. All meters shall be dedicated to the city for operation and maintenance. [Ord. 77; Ord. 252; Ord. 610; Ord. 37-74; Ord. 63-77; Ord. 16-82; Ord. 6-83; Ord. 63-83; Ord. 42-84; Ord. 20-85; Ord. 32-85; Ord. 8-90; Ord. 30-90; Ord. 6-92; Ord. 6-93; Ord. 18-93; Ord. 12-94; Ord. 54-94; Ord. 29-95; Ord. 31-96; Ord. 34-96; Ord. 47-96; Ord. 29-98; Ord. 07-04; Ord. 28-08; Ord. 39-09 § 1.04].

17.56.025 Economic development rate.

A. Terms and conditions of negotiated rate will be by contract.

B. Will be based upon the benefits derived from the new load and/or employment opportunities that expand the local economy.

C. Will utilize marginal costing concept. [Ord. 31-96; Ord. 39-09 § 1.04].

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

There shall be a 60 percent discount applied to rates specified in RMC 17.56.010(C) for sewer service supplied to residential customers qualifying as low income senior citizens or low income disabled citizens. [Ord. 63-77; Ord. 8-82; Ord. 16-82; Ord. 6-83; Ord. 32-85; Ord. 30-90; Ord. 14-91; Ord. 12-92; Ord. 29-98; Ord. 07-04; Ord. 39-09 § 1.04].

17.56.030 Applicability.

The monthly sewer service charge shall be charged to all residences and commercial establishments within the city having a sewer on the premises or within 300 feet of the property line, regardless of whether connection to the sewer system has been made. [Ord. 610; Ord. 63-76; Ord. 12-94; Ord. 39-09 § 1.04].

17.56.040 Sewer facilities assessment.

Sewer treatment, lift station, interceptor facilities and frontage charges shall be assessed and collected as a condition precedent to providing sewer service connections by the city of Richland according to the following table:

Size of Water Meter	Facilities Assessment	<u>Facilities Assessment effective 7-1-2017</u>	Frontage Charge
3/4"	\$1,995	<u>\$2,495</u>	\$30 45/ft
1"	\$1,995	<u>\$2,495</u>	\$30 45/ft
1 1/2"	\$6,643	<u>\$8,308</u>	\$30 45/ft
2"	\$10,633	<u>\$13,298</u>	\$30 45/ft
3"	\$19,950	<u>\$24,950</u>	\$30 45/ft
4"	By Contract	By Contract	\$30 45/ft
6"	By Contract	By Contract	By Contract

Duplexes, tri-plexes and four-plexes shall be assessed facility assessments for each residential unit regardless of the number of water meters installed.

The frontage fee shall apply to all connections to the public sewer system except:

A. When the existing main crosses the entire property frontage and was installed by the property owner or developer of the property; or

B. When the existing main crosses the entire property frontage and was included in an approved latecomer agreement pursuant to the Municipal Water and Sewer Facilities Act (Chapter 35.91 RCW).

For a corner lot, the frontage fee shall be calculated on the longest side of the lot.

The sewer facilities assessment may be waived by the Richland city council when providing a sewer service connection, or connections, to previously existing residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant in aid of community rehabilitation, or to newly constructed residences where the cost of providing a sewer service connection, or connections, is paid in whole or in part by a state or federal grant to provide housing for low-income families or handicapped persons and may likewise be waived by the Richland city council when providing a sewer service connection or connections for new publicly funded facilities built for public use.

The charges set forth in this section assume normal chemical composition and biochemical oxygen demand based on residential sewage. The public works director may negotiate facilities assessment charges for waste with significantly different characteristics. [Ord. 12-76; Ord. 67-77; Ord. 11-91; Ord. 12-94; Ord. 54-94; Ord. 07-04; Ord. 28-08; Ord. 39-09 § 1.04].

17.56.050 Latecomer agreements.

Any developer using private funds to construct utility system improvements in the city or within the city's utility service area 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 utility 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. [Ord. 17-11 § 1.03].

17.56.060 Imposition of adjusted facilities assessment.

All existing customers, notwithstanding their exemption from the imposition of a facilities assessment by virtue of having received a side sewer connection prior to the effective date of the ordinance codified in RMC 17.56.040 and this section shall be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is requested after March 15, 1994; provided, however, that in no event shall such an assessment be made where a side sewer inspection has been made prior to the effective date of the ordinance codified in RMC 17.56.040 and this section. The amount to be assessed in such instances shall be the difference between the facilities charge that would have been required for the earlier installed service and that charge imposed upon the size water service installed.

A customer having paid an initial sewer facilities assessment shall also be required to pay an adjusted facilities assessment where an increased capacity sewer service connection permit is obtained after the effective date of the ordinance codified in RMC 17.56.040 and this section. The adjusted facilities charge shall be determined as provided in this section. [Ord. 12-76; Ord. 12-94; Ord. 39-09 § 1.04].

Section 3. Revisions to Richland Municipal Code Chapter 17.30: Richland Pretreatment Act, shall take effect the day following the publication of this ordinance in the official newspaper of the City of Richland.

Section 4. Revisions to Richland Municipal Code Chapter 17.56: Rates and Charges, shall take effect beginning July 1, 2017.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____ 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



MINUTES

UTILITY ADVISORY COMMITTEE REGULAR MEETING

**Development Services Center Conf. Rm. 104 ~ 840 Northgate Drive
May 17, 2016 ~ 3:00 p.m.**

CALL TO ORDER:

Chair Dagle called the meeting to order at 3:00 p.m.

ATTENDANCE:

Chair Jeff Dagle, Vice-Chair Roy Keck, Committee Members Steve Arneson, Dave Larkin, Charles LoPresti, and Dan Porter were present. Committee Member Ed Revell was absent. Also present were Council Liaison Lemley, Public Works Director Rogalsky, Public Works Administrative Supervisor Richards, Business Services Manager Edgemon, Engineering & Operations Manager Whitney, and Business Services Assistant Carpenter.

APPROVAL OF THE AGENDA:

MEMBER ARNESON MOVED AND MEMBER LOPRESTI SECONDED THE MOTION TO ADD BUSINESS ITEM NO. 5 – SCHEDULE OF UPCOMING MEETINGS AND APPROVE THE AGENDA AS AMENDED. THE MOTION CARRIED 6-0.

APPROVAL OF MINUTES:

MEMBER KECK MOVED AND MEMBER ARNESON SECONDED THE MOTION TO APPROVE THE MARCH 8, 2016, MEETING MINUTES AS PUBLISHED. THE MOTION CARRIED 6-0.

PUBLIC COMMENTS:

Sandi Edgemon, Business Services Manager, introduced Michelle Grout as the new Energy Services Executive Assistant.

ITEMS OF UNFINISHED BUSINESS:

There were no unfinished business items.

ITEMS OF BUSINESS:

1. General Sewer Plan and Rate Study Update

Staff Report:

Mr. Rogalsky introduced Angie Sanchez, FCS Group, who has been consulting with Public Works staff on the study.

The update consists of two parts: 1) an update overview of the recently completed General Sewer Plan (Plan); and 2) review of a Wastewater Utility Rate Study that compliments the Plan and forecasts rates for the coming five-year period. City staff presented the Plan update and was supported by the FCS Group, Inc. for the rate study review. Staff will be seeking the Utility Advisory Committee's (UAC) recommendation to the City Council regarding adoption of the Plan update. Staff will also seek the UAC's recommendation about implementation of the rate study recommendations.

The Plan update was guided by Washington State Administrative Code Chapter 173-240-050. The most recent Plan update was completed in 2004. To retain relevance staff recommended that this plan be updated at least every decade. This Plan update was launched by budget authorization in 2014.

Mr. Rogalsky presented key findings of the Plan with the following conclusions and recommendations:

1. Wastewater Treatment Capacity is adequate for the coming 20-year planning horizon.
2. Mechanical systems at the Wastewater Treatment Plant are reaching their end of service life and increased renewal and replacement effort is needed.
3. The collection system includes a large inventory of pipe approaching 75 years old. Increased renewal and replacement effort is needed.
4. Collection system bottlenecks that will be exposed by population growth were identified and capital improvements planned.
5. Trunk sewers to serve new growth areas were planned.
6. Toward the end of the 20-year planning period federal and state regulatory changes could require the City to make expensive treatment system upgrades.

The Plan's executive summary was provided in the agenda packet. Rate increases totaling almost 20% will be needed over the next four to five years to implement the Plan recommendations.

Ms. Sanchez reviewed the rate study findings, including revenue requirements, capital financing approach, cost of service analysis, and rate design alternatives..

The UAC Members discussed: the ongoing fiberglass pipe-lining program and technology; the regulatory programs in development that may drive future treatment plant upgrades; future pipe replacement costs by decade; cost-effectiveness of contracting versus increasing staff to replace the pipe; members requested the ability to review the existing debt structure pay-off profile; various rate increase options; other cities' facility fee comparisons; and evaluation of the economic impact of a pre-treatment rate structure.

MEMBER ARNESON MOVED AND MEMBER PORTER SECONDED A MOTION TO ENDORSE STAFF'S RECOMMENDATION THAT COUNCIL ADOPT THE GENERAL SEWER PLAN UPDATE. THE MOTION CARRIED 4-2.

MEMBER ARNESON MOVED AND MEMBER PORTER SECONDED A MOTION TO ENDORSE THE CONNECTION FEE OPTION 2. THE MOTION CARRIED 6-0.

The UAC expressed support for staff's recommended approach of codifying a waste strength rate structure to supplement its pre-treatment program. The rate structure will be used to collect appropriate cost of service payment from customers whose wastewater loadings exceed typical loadings. The rate will be available only through a pre-treatment program agreement.

The UAC expressed a preference to defer consideration of a user rate increase until 2017, at which time a possible rate increase for the 2018 year would be considered.

2. Solid Waste Disposal Alternatives and Rate Study Scope

Staff Report:

The purpose of this agenda item is to brief the UAC on the scope of work for the Solid Waste Disposal Alternatives Study and Solid Waste Utility Rate Study. At its April 5, 2016, meeting, Council authorized a consultant agreement with SCS Engineers for both studies. Staff conducted a project kick-off meeting on Monday, May 9, 2016.

The City's currently permitted landfill site will reach capacity in 2019 or 2020, according to current projections. A permit application to expand landfill capacity at the Horn Rapids Landfill was submitted in May, 2015. Consultations with Washington State Department of Ecology and the Benton Franklin Health District suggest that a permit will be issued in the next few months.

The City's 2011 Solid Waste Management Plan includes a recommendation to expand the Horn Rapids Landfill. This recommendation was based on a high level planning evaluation of costs and benefits. The current contract will produce a project feasibility study level analysis that will benefit from specific facility design cost estimates, operating cost estimates based on the rate study of current operations, surveys of regional vendors, and sensitivity analyses of key cost drivers. The rigorous cost analysis provided by SCS Engineers' work will provide a basis from which the City can plan the facilities and services that are necessary and desirable for the period after 2019.

The Solid Waste Utility rate study will evaluate the revenue requirements and cost of service for all solid waste services. In the first phase of the study the current service model's costs will be analyzed for the coming five-year period. Potential changes in collection services will also be evaluated. In a second phase, the rate model will be updated with costs projected for the selected disposal alternative. Staff is planning that the first phase will be completed for presentation at the July Utility Advisory Committee meeting.

3. Solid Waste Customer Survey Results and Service Options

Staff Report:

The purpose of this agenda item is to solicit Utility Advisory Committee guidance on alternative solid waste collection services to evaluate as part of the upcoming rate study. In preparation for this year's rate study, staff surveyed customers to solicit interest in changes to services and rate design. Two surveys were conducted during the first half of

2016. The first survey was focused on residential collection services and the second on landfill services. Detailed results were distributed in the UAC agenda packet.

The first survey, regarding residential collection was conducted from February 1st thru March 15th. An insert in February's utility bill was sent to all Richland residents with instructions on how to complete the survey. One thousand and nine (1,009) residents responded. Expanded yard waste service was the most requested service.

The landfill survey was conducted from March 1st thru the 31st. Staff collected 347 responses, of which 85% were Richland residents. The majority of respondents indicated they use the landfill 2-4 times per year, mostly to dispose of yard waste and organic material. The most requested service was for the landfill to accept latex paint, followed by hazardous waste drop off.

Based on the survey input, staff proposes to evaluate the following alternatives for residential collection services:

1. Current service model;
2. Current service model with curbside recycling included in base service;
3. Customized service allowing selection of containers and frequencies; and
4. Weekly green waste service.

Based on survey and ongoing customer feedback staff intends to expand collection of green cans, possibly year round.

For landfill services, no service changes are contemplated. The City will continue to rely on Benton County's Moderate Risk Waste program. Staff may, however, evaluate collection of latex paint as it is not classified as a hazardous waste and may have a use on the landfill site.

The UAC generally concurred with the items selected for study.

4. Landfill Groundwater Issue Update

Staff Report:

The purpose of this agenda item is to brief the Utility Advisory Committee on recent activities related to the groundwater contamination at the Horn Rapids Landfill. Groundwater beneath the Horn Rapids Landfill is contaminated with volatile organic contaminants that were first detected in the late 1990's. The Landfill Closure - Phase 1 project implemented the recommended remedial action strategy in 2011. Since that time staff and its consultant team have monitored the effectiveness of the remedial action strategy. Staff will report on the status of the site and its recent communications with the Washington State Department of Ecology about plans for future measures.

Mr. Rogalsky presented an overview of contamination issue and compliance process with applicable state law. The presentation focused on the pros and cons of three available compliance approaches:

1. Independent
2. Agreed Order

3. Enforcement Order

Staff, with support from consultant expertise, has initiated dialog with Ecology around the Agreed Order process. Staff's preliminary assessment is that this approach offers the best value to Richland. UAC members concurred with staff's assessment.

(Mr. Larkin left the meeting at 5:16 pm.)

5. Schedule of Upcoming Meetings

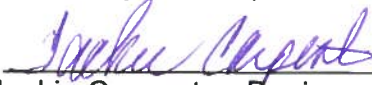
Chair Dagle requested the July 12th meeting be rescheduled so he and the Vice Chair4 could attend. Staff will look for a new date and send out a calendar update.

OTHER INFORMATION:

1. Latest News & Updates: BPA, NRU, PPC
2. Electric Utility Capital Projects Update
3. RES Department Organizational Structure and Position Vacancies Status

ADJOURNMENT

Chair Dagle adjourned the meeting at 5:23 p.m.

Respectfully submitted: 
Jackie Carpenter, Business Services Assistant

Reviewed by: Energy Services Director Bob Hammond

Minutes Approved On: July 5, 2016

City of Richland



Sewer Rate Study

Angie Sanchez Virnoche, Managing Principal

May 17, 2016

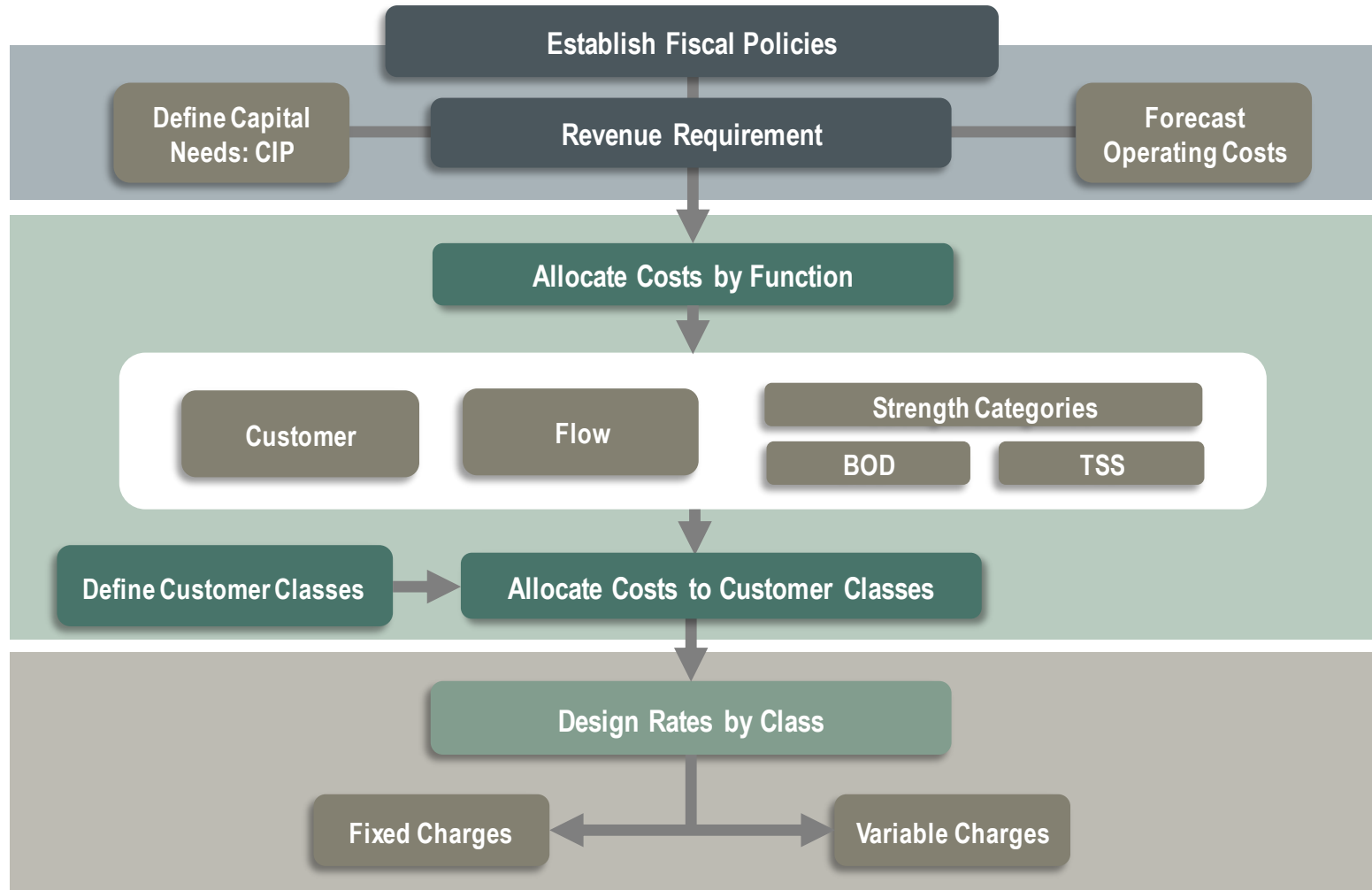


Overview

- ◆ **Sewer Rate Study Completed as extension of General Sewer Plan**
- ◆ **Rate Study results presented today include:**
 - ◆ Revenue Requirement – Establish Overall Revenue Needs
 - ◆ Cost-of-Service Analysis – Equity Evaluation
 - ◆ Rate Design – Revenue Collection
 - ◆ Facility Fee Update – New Customer Fee
- ◆ **UAC input/Feedback**



Overview of Rate Study Process





Revenue Requirement Key Factors

- ◆ **Analysis considers a multi-year period (20-years for GSP)**
 - Rate setting period 2017-2020
- ◆ **2016 operating budget used as baseline**
- ◆ **Account growth: 1.31% (~300 new ERUs per year)**
- ◆ **Existing Debt Service \$1.88 million per year**
- ◆ **Fiscal policies incorporated**
 - Operating fund balance 45 days of O&M
 - Capital Fund: \$100,000 minimum
 - Depreciation funding; phased in over period 40% start to 100% by 2020
 - Debt coverage target ratio of 1.25

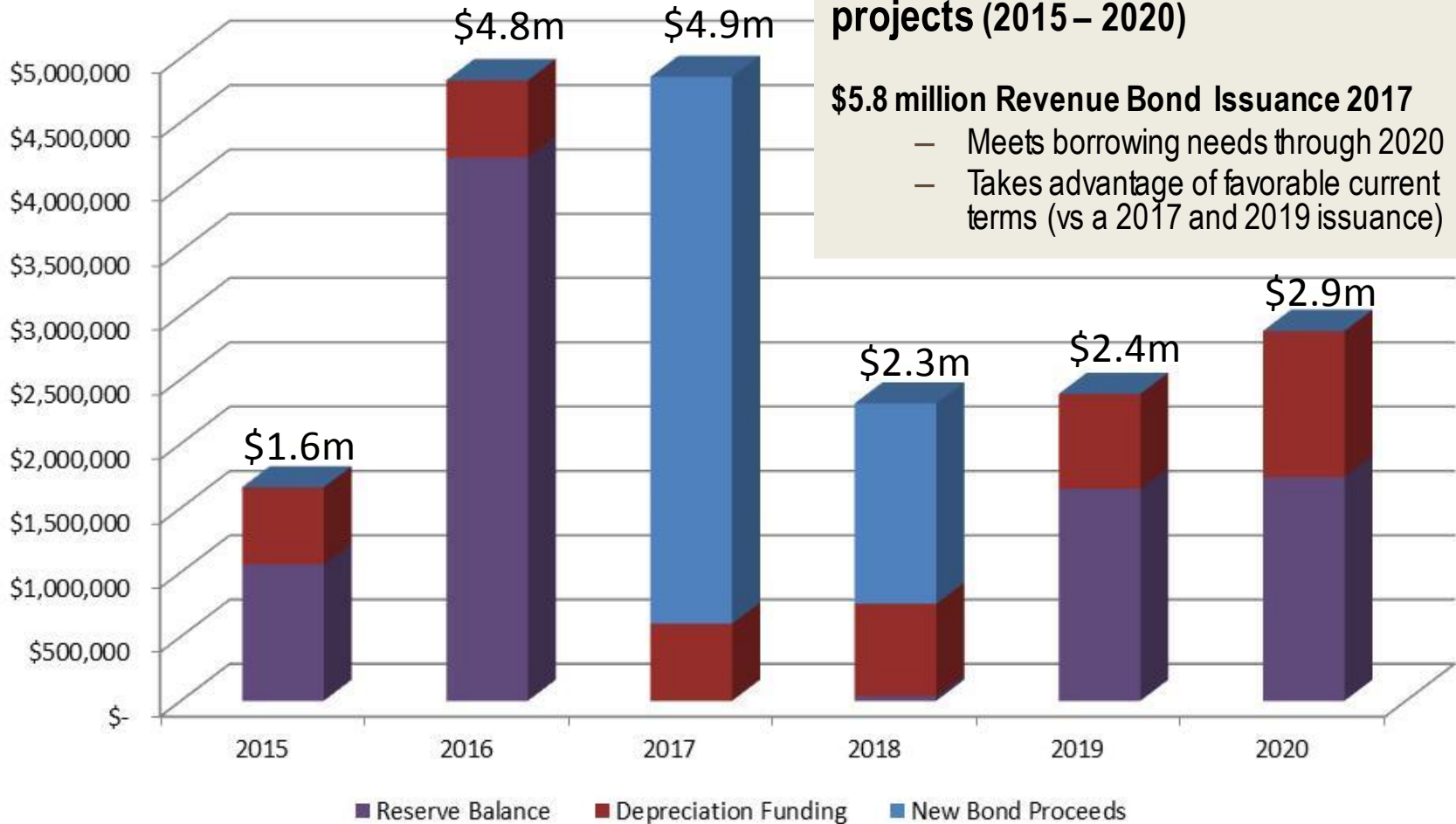


Key Factors: Capital & Debt

Total CIP: \$18.9 million in capital projects (2015 – 2020)

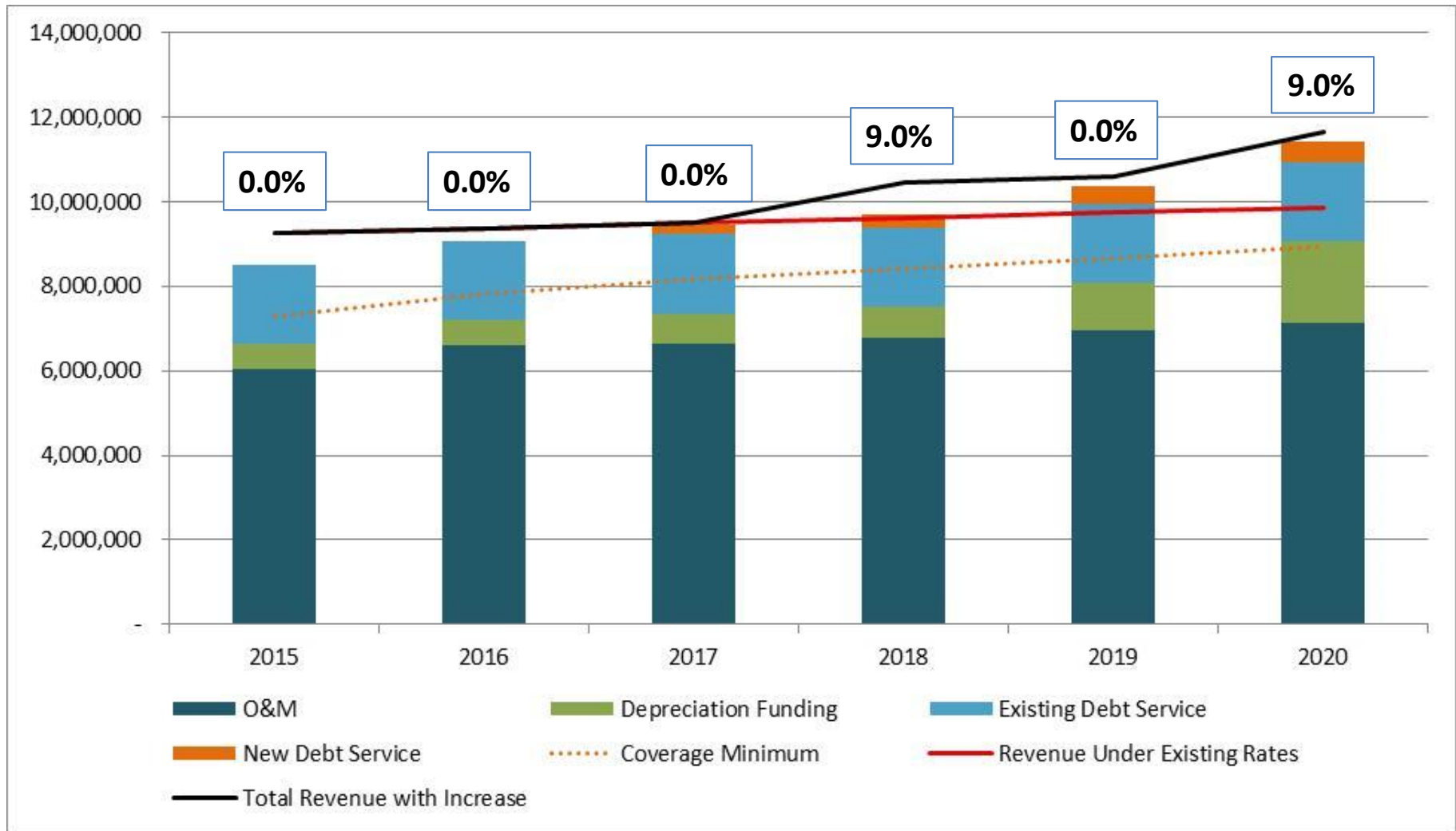
\$5.8 million Revenue Bond Issuance 2017

- Meets borrowing needs through 2020
- Takes advantage of favorable current terms (vs a 2017 and 2019 issuance)





Revenue Requirement – Baseline





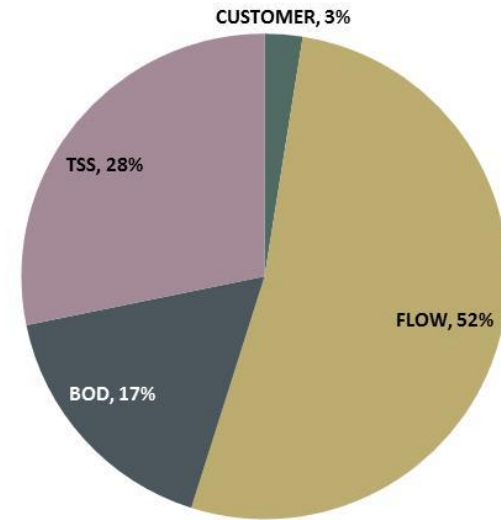
Rate Strategy Alternatives

	2017	2018	2019	2020
Baseline Strategy				
Annual	0.00%	9.00%	0.00%	9.00%
Cumulative	0.00%	9.00%	9.00%	18.81%
Alternative 1				
Annual	0.00%	5.00%	5.00%	8.00%
Cumulative	0.00%	5.00%	10.25%	19.07%
Alternative 2				
Annual	4.50%	4.50%	4.50%	4.50%
Cumulative	4.50%	9.20%	14.12%	19.25%

- ◆ Cost of service analysis uses Baseline Strategy : 2018 rate-setting and 9.0% revenue increase

Cost of Service

- ◆ Defines equitable shares of cost responsibility by customer class
- ◆ Allocates total utility cost by function**
- ◆ Develops allocation factors using customer facility requirements and usage characteristics
- ◆ Allocates costs to customer classes



Functional Categories:	Customer	Flow	BOD	TSS	Total
<i>Allocation Basis:</i>	<i>Accounts</i>	<i>Winter Use</i>	<i>Winter Use</i>	<i>Winter Use</i>	
Residential	92.3%	60.2%	60.2%	60.2%	61.0%
Multifamily	2.3%	10.8%	10.8%	10.8%	10.6%
Commercial	5.4%	29.0%	29.0%	29.0%	28.5%
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%

** Industry Standard Methodologies; Water Environment Federation Financing and Charges for Wastewater Systems Manual 27



Cost of Service Summary

Cost of Service				
Class	Existing Rates w/ 2018 Increase	COSA Adjusted 2018 Rates	% Difference (COSA Change)	Bill Impact with Increase & COSA
Residential	\$ 6,014,833	\$ 6,211,541	3.27%	12.56%
Multifamily	1,451,331	1,076,566	-25.82%	-19.15%
Commercial	2,720,049	2,898,106	6.55%	16.14%
Total	\$ 10,186,213	\$ 10,186,213	0.00%	9.00%

Existing Rates - Use to Bill Ratio	Winter Avg ccf	Bill
Single Family Residential	7.00	\$25.60
MultiFamily Residential	4.00	\$21.00
MFR share of SFR	57%	82%



Alternative Approach – 50% COS Target

Cost of Service				
Class	Existing Rates w/ 2018 Increase	50% of COSA Adj	Adjusted Revenue	Bill Impact with Increase & 50% COSA
Residential	\$ 6,014,833	1.64%	\$ 6,113,187	10.78%
Multifamily	1,451,331	-12.91%	1,263,949	-5.07%
Commercial	2,720,049	3.27%	2,809,078	12.57%
Total	\$ 10,186,213	0.00%	\$ 10,186,213	0.00%

- ♦ 2018 rate-setting
- ♦ Achieves 50% of Cost of Service target
- ♦ Revenue increase of 9.0%



2016 Existing Sewer Rates

Existing Rates	Base	Usage
Residential		
Residential - Inside	\$ 25.60	
Residential - Outside	\$ 38.40	
Senior/Disabled	\$ 10.24	
Duplex	\$ 51.20	
Multifamily	\$ 12.40	\$ 2.15
Commercial	\$ 61.50	\$ 2.15

- ◆ Last rate increase in 2010
- ◆ Single family residential and duplex customers have a fixed base charge.
- ◆ The multi-family and commercial classes have a fixed base charge, plus usage rate per ccf of water use (*with opportunity to install irrigation or other deduct meters associated with non-sewer water use*).
- ◆ Commercial contract rates are individually negotiated.

Rate Design (2018)

- ♦ COSA 50% target adjustment to classes and 9.0% system-wide rate increase applied.
 - Multifamily and Commercial
 - volume charge applied 9.0% system-wide rate increase
 - fixed charges set to achieve COSA target share of revenue

Rates with COSA & Rate Design

2018 Rates	Base	Usage	COSA	w/ Increase
Residential				
Residential - Inside	\$ 28.36		1.64%	10.78%
Residential - Outside	\$ 42.54		1.64%	10.78%
Senior/Disabled	\$ 11.34		1.64%	10.78%
Duplex	\$ 56.72		1.64%	10.78%
Multifamily	\$ 10.50	\$ 2.34	-12.91%	-5.07%
Commercial	\$ 73.99	\$ 2.34	3.27%	12.57%



Strength Rate Update

Strength Rate	FLOW	BOD	TSS	Total
Units	2,004,206	4,165,043	4,923,453	11,092,702
Allocation \$	\$ 5,334,046	\$ 1,721,663	\$ 2,874,438	\$ 9,930,147
Unit Cost/Rate	\$ 2.66	\$ 0.41	\$ 0.58	\$ 3.66

- ◆ Update to 2014 strength rate calculation
- ◆ Codifying strength rates for use in pretreatment program



Updated Residential Bill Ratio

Existing Rates - Use to Bill Ratio	Winter Avg ccf	Bill
Single Family Residential	7.00	\$25.60
MultiFamily Residential	4.00	\$21.00
MFR share of SFR	57%	82%

COSA 50% - Use to Bill Ratio	Winter Avg ccf	Bill
Single Family Residential	7.00	\$28.36
MultiFamily Residential	4.00	\$19.88
MFR share of SFR	57%	70%

- ◆ Improved equity among single family and multifamily by achieving 50% of target COSA
- ◆ Single Family rate increase of \$2.76 monthly (10.78%)



Sample Bills - Multifamily

Multifamily Bills	Units	Month Use	Fixed Chg.	Vol. Chgs	Bill
Existing					
Low	6	21	\$ 71.62	\$ 44.27	\$ 115.88
Average	12	48	\$ 143.23	\$ 104.16	\$ 247.39
High	23	111	\$ 286.47	\$ 239.56	\$ 526.03
COSA & RD					
Low	6	21	\$ 60.66	\$ 48.25	\$ 108.91
Average	12	48	\$ 121.31	\$ 113.53	\$ 234.84
High	23	111	\$ 242.62	\$ 261.12	\$ 503.74
\$ Change					
Low			\$ (10.96)	\$ 3.98	\$ (6.98)
Average			\$ (21.92)	\$ 9.37	\$ (12.55)
High			\$ (43.85)	\$ 21.56	\$ (22.29)
% Change					
Low			-15%	9%	-6.02%
Average			-15%	9%	-5.07%
High			-15%	9%	-4.24%



Sample Bills - Commercial

Commercial Bills	Month Use	Fixed Chg.	Vol. Chgs	Bill
Existing				
Low	31	\$ 61.50	\$ 66.77	\$ 128.27
Average	62	\$ 61.50	\$ 133.54	\$ 195.04
High	124	\$ 61.50	\$ 267.08	\$ 328.58
COSA & RD				
Low	31	\$ 73.99	\$ 72.78	\$ 146.77
Average	62	\$ 73.99	\$ 145.56	\$ 219.55
High	124	\$ 73.99	\$ 291.11	\$ 365.11
\$ Change				
Low		\$ 12.49	\$ 6.01	\$ 18.50
Average		\$ 12.49	\$ 12.02	\$ 24.51
High		\$ 12.49	\$ 24.04	\$ 36.53
% Change				
Low		20%	9%	14.42%
Average		20%	9%	12.57%
High		20%	9%	11.12%



Bill Comparison

Single Family Residential		
#	Jurisdiction	Monthly Wastewater Rate
	Kennewick	\$21.22
	Wenatchee	\$24.64
	Richland Existing	\$25.60
	Pasco	\$27.22
	Richland COSA 2018	\$28.36
	Ellensburg	\$33.72
	Moses Lake	\$33.75
	Pullman	\$38.15
	Yakima	\$40.96
	Cle Elum	\$44.65
	Walla Walla	\$52.10

*Assumes 6 ccf of flow where applicable

Facility Fee Update

- ♦ Authorized by RCW 35.92.025 to charge properties seeking to connect to the system “in order that such property owners shall bear their equitable share of the cost of such system.”

$$\text{Connection Charge} = \frac{\text{Existing System Cost} + \text{Upgrade and Expansion CIP}}{\text{Total System Capacity (MCEs)} + \text{Total System Capacity (MCEs)}} = \text{Unit Cost per MCE}$$



Facility Fee Calculation

Existing System	
Sewer Capital Assets	\$ 85,943,636
plus: 2014 asset additions	558,318
plus: Interest Accrued on Utility Funded Assets	42,783,253
less: Contributed Assets	(4,434,612)
less: Net Outstanding Debt Principal	(1,432,024)
TOTAL EXISTING SYSTEM AVAILABLE CAPACITY COSTS	\$ 123,418,571
Future System	
Total Capital Improvement Program (2015\$)	\$ 25,520,000
less: Repair and Replacement Projects	(21,164,500)
TOTAL FUTURE SYSTEM CAPACITY COSTS	\$ 4,355,500
Customer Base	
Existing Meter Capacity Equivalents (MCE)	22,575
Future MCEs	4,542
FUTURE AVAILABLE CAPACITY	27,116
Connection Fee	
Cost Basis	
Existing System Cost	\$ 123,418,571
Future System Cost	4,355,500
Total System Cost	\$ 127,774,071
Total MCEs	27,116
TOTAL CONNECTION FEE PER MCE	\$ 4,712
Existing Connection Fee	\$ 1,995



Facilities Fee Comparison

CITY										
	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"
MOSES LAKE	\$ 392	\$ 667	\$ 1,324	\$ 2,129	\$ 4,008	\$ 8,015	\$16,709	\$31,693	\$48,514	
WENATCHEE	570	1,425	2,850	4,560	9,120	14,250	28,500	45,600		
PASCO	1,288	1,936	4,517	7,097	13,550	21,291	43,226	69,032	98,927	
RICHLAND - present	1,995	1,995	6,643	10,633	19,950	contract	contract	contract	contract	contract
YAKIMA	2,377	3,969	7,915	12,669	25,362	39,624	79,223	126,762	182,240	
RICHLAND - option 1	2,495	2,495	8,308	13,298	24,950	contract	contract	contract	contract	contract
WEST RICHLAND	2,525	2,400	4,500	6,000	12,000	15,000	TBD	TBD	TBD	TBD
RICHLAND - option 2	2,995	2,995	9,973	15,963	29,950	contract	contract	contract	contract	contract
WALLA WALLA	3,750	6,250	12,500	20,000	40,000	62,500	125,000	200,000	287,500	390,000
KENNEWICK	4,000	4,000	5,000	6,300	12,250	17,500	32,500	50,500		



Next Steps / Direction

- ◆ **Staff Recommendations:**

- Adjust rates in 2018:
 - 9.0% revenue increase
 - 50% of COSA target
- Update the Facility Fee
 - Increase within the recommended range for 2017 to \$2,500
 - Policy of annual inflationary adjustments (ENR/CCI)



MINUTES

UTILITY ADVISORY COMMITTEE REGULAR MEETING

Public Library Gallery Room ~ 955 Northgate Drive

January 10, 2017 ~ 3:00 p.m.

DRAFT

CALL TO ORDER:

Chair Dagle called the meeting to order at 3:00 p.m.

ATTENDANCE:

Committee Members Steve Arneson, Dave Larkin, Charles LoPresti, Dan Porter and James Sanders were present. Vice-Chair Roy Keck and Council Liaison Christensen were absent. Also present were Council Liaison Lemley, Staff Liaison and Energy Services Director Hammond, Public Works Director Rogalsky, and Public Works Administrative Supervisor Richards.

APPROVAL OF THE AGENDA:

MEMBER ARNESON MOVED AND MEMBER PORTER SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 6-0.

APPROVAL OF MINUTES:

The UAC Members discussed:

There appeared to be several areas throughout the November Minutes where language referenced the November meeting as still to come, causing some confusion.

Another paragraph in the Minutes regarding the October 3, 2016 Business Item Solid Waste Rate Study, seemed incomplete, as it referenced a clarification from staff on the yard waste collection item, without providing said clarification. October's Minutes were conditionally approved with the requested clarification. Members asked to have the amended October Minutes distributed in order to consider the matter closed.

November's Minutes are to be amended, correcting the reference to a future November meeting.

MEMBER ARNESON MOVED AND MEMBER PORTER SECONDED THE MOTION TO APPROVE THE NOVEMBER 9, 2016, MEETING MINUTES WITH THE REQUESTED AMENDMENTS. THE MOTION CARRIED 5-0.

ELECTION OF OFFICERS:

MEMBER ARNESON MOVED AND MEMBER LARKIN SECONDED THE MOTION TO NOMINATE MEMBER KECK AS THE 2017 CHAIR AND MEMBER PORTER AS VICE CHAIR.

THE MOTION CARRIED 5-0.

PUBLIC COMMENTS:

There were no public comments.

ITEMS OF BUSINESS:

1. NEMS Resource Management Agreement

Staff Report:

Richland Energy Services (RES) Director discussed the Northwest Intergovernmental Energy Supply (NIES) Master Resource Agreement, which would authorize NIES to enter into market purchases on behalf of RES. The new Agreement will allow NIES to respond more quickly to member requests and streamlines the purchasing process. Finance staff and Richland's City Attorney are reviewing associated documents in parallel to ensure Richland's legal and financial interests are covered.

The UAC Members discussed:

Changes made in the new Agreement are to our favor. Because RES Director Robert Hammond is also the current NIES president, Members discussed the option of having an alternate staff member, or potentially even a UAC Member be Richland's authorized representative during purchase negotiations to avoid any perceived conflicts of interest. Members appreciated the option to lock in low power prices.

MEMBER DAGLE MOVED AND MEMBER SANDERS SECONDED THE MOTION TO ENDORSE STAFF'S RECOMMENDATION TO SEEK CITY COUNCIL CONSIDERATION FOR APPROVAL TO AUTHORIZE NIES TO ENTER INTO MARKET PURCHASES ON BEHALF OF RES THROUGH THE RESOURCE MASTER AGREEMENT FORM AND ASSOCIATED DOCUMENTS.

THE MOTION CARRIED 5-0.

2. Wastewater Utility Capital Financing and Rate Model

Staff Report:

Staff provided an update to the Wastewater Rate Model previously reviewed at the May 2016 meeting. The model presented at that meeting suggested the need for two nine percent (9%) rate increases, with the first increase in 2018.

Late last year, staff initiated an update to the rate model based on an analysis of the Wastewater Utility's debt holdings. The existing debt holdings will be dramatically reduced between 2022 and 2024. Staff sought analysis and recommendation from the City's financial consultant, who provided the option of changing the planned structure of the upcoming bond issues to interest-only debt service until 2022, at which time principle repayment would begin. Including this option in the rate model indicates that no rate increases will be needed for the coming four years and likely only modest rate increases after that time.

The UAC Members discussed:

Members expressed general consensus that new structure is advantageous. The issue of whether to go with 20 or 30 year bonds has been discussed for some time. In the past, UAC took the approach of favoring long term bonds for long term assets. It appears the City's financial administration is however favoring shorter term bonds now. Members would like to know what the reason behind the change is, and ultimately create a policy indicating which term is truly in the residents' best interest. Staff responded that when evaluating general fund debt staff looks at total bond cost as one of the factors in determining which term to select, as well as how long the revenue is spoken for before the next item can be addressed. For utility infrastructure funding the UAC's criteria of asset life and customer equity are also considered. In the case of the recently proposed water utility revenue bonds staff concurred with the UAC's recommendation for a 30-year term.

MEMBER DAGLE MOVED AND MEMBER LARKIN SECONDED THE MOTION TO ENDORSE STAFF'S REPORT RECOMMENDING THE INTEREST-ONLY DEBT SERVICE FOR NEW REVENUE BONDS FOR THE WASTEWATER UTILITY, INCORPORATING SCENARIO 2 IN ATTACHED SPREADSHEET SIGNIFYING 30 YEAR DEBT SERVICE.

THE MOTION CARRIED 5-0.

OTHER INFORMATION:

- 1. Update on Latest News: BPA, NRU, PPC**
- 2. NEMS / NIES / NESC Status**
- 3. Major Electric Utility Projects Update**
- 4. RES 2017 Work Plan**
- 5. RES Staffing Update**

ADJOURNMENT

Vice-Chair Porter adjourned the meeting at 5:00 p.m.

Respectfully submitted: _____
Sabrina Melendrez, Executive Assistant

Reviewed by: Energy Services Director Bob Hammond

Minutes Approved On: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 07-17, Approving the North Stone Richland, LLC Zone Change

Department:

Community & Development Services

Ordinance/Resolution Number:

07-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 07-17, changing the zoning on 33.3 acres from Multi-Family Residential (R-3) and Commercial Limited Business (C-LB) to Medium Density Residential Small Lot (R2-S), subject to a property use and development agreement.

Summary:

North Stone Richland, LLC has applied for a change in zoning and a preliminary plat on property that it owns in the Horn Rapids Golf Course community located north of the third fairway, east of the fourth fairway, south of the fifth fairway and west of the plat of Eaglewatch. The applicant plans to divide the 33.3 acre site into 121 single family residential lots, known as the plat of Wild Canyon. As the existing zoning is a combination of Commercial Limited Business and Multiple Family Residential, the applicant has requested R2-S zoning along with the preliminary plat. This project represents a departure from the applicant's previous development plans, which included two hotels and an apartment complex on this site.

The Hearing Examiner held a public hearing on January 26, 2017, and has recommended approval of the project. Copies of a draft ordinance changing the zoning, the Examiner's recommendation and the staff report are attached. If the zone change is approved, a resolution approving the preliminary plat of Wild Canyon will be placed on a future Council agenda.

Staff recommends approval.

Fiscal Impact:

No fiscal impact would result from the proposed change in zoning.

Attachments:

1. Ordinance No. 07-17
2. Hearing Examiner's Report
3. Staff Report to the Hearing Examiner

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard MS-05
Richland, WA 99352

ORDINANCE NO. 07-17

AN ORDINANCE of the City of Richland relating to land use, zoning classifications and districts by amending Title 23: Zoning Regulations, of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 55A so as to change the zoning on 33.3 acres from Multi-Family Residential (R-3) and Commercial Limited Business (C-LB) to Medium Density Residential Small Lot (R2-S), contingent upon the recording of a properly executed, delivered and accepted Property Use and Development Agreement. Said property is located in the Horn Rapids Community, west of the third fairway, east of the fourth fairway, south of the fifth fairway and west of the plat of Eaglewatch (North Stone Richland, LLC).

WHEREAS, on January 26, 2017, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, on February 21, 2017, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the January 26, 2017 public hearing and has considered the written recommendations of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is Medium Density Residential Small Lot (R2-S) when consideration is given to the interest of the general public.

Section 2. Contingent upon the recording, as in Section 4 hereof, and within 90 days of the passage of this ordinance, of a properly executed, delivered and accepted Property Use and Development Agreement substantially in the form attached hereto as Exhibit A by the petitioner for rezone of the property, restricting the use and development of such property that is more particularly described as follows:

The land in the County of Benton, State of Washington, described as follows:

A parcel of land lying in a portion of the Southwest quarter of the Southeast quarter and a portion of the Southeast quarter of the Southwest quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 20 as shown in Horn Rapids Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, page 171, Records of Benton County, Washington; Thence North 00°36'46" East along the West line of the Southeast quarter of said Section 20 for a distance of 283.29 feet to the True Point of Beginning of the parcel to be described; Thence leaving the West line of the Southeast quarter of said Section 20, North 87°48'16" East, 169.13 feet; Thence North 75°42'59" East, 608.25 feet; Thence South 78°01'13" East, 833.29 feet to the most Westerly Southwest corner of Lot 20, Eaglewatch, according to the Plat thereof, recorded in Volume 15 of Plats, page 306, Records of Benton County, Washington; Thence North 44°42'08" East along the Westerly boundary of said Lot 20 (15-306) for a distance of 83.24 feet; Thence leaving the Westerly boundary of said Lot 20 (15-306), Northwesterly along the arc of a 535.47-foot radius, non-tangent curve to the left (the radius of which bears South 24°10'29" West) through a central angle of 08°28'33" for an arc distance of 79.21 feet; Thence Northwesterly along the arc of a 442.00-foot radius, tangent curve to the right (the radius of which bears North 15°41'56" East) through a central angle of 67°39'38" for an arc distance of 521.96 feet to the Southwest corner of the Village Parkway Extension Easement as described under Benton County Auditors File No. 2002-028630, Records of Benton County, Washington; Thence leaving the Westerly line of said Village Parkway Extension Easement, North 85°53'49" West, 190.59 feet; Thence North 61°58'50" West, 358.65 feet; Thence North 77°12'20" West, 445.05 feet; Thence North 70°47'09" West, 969.22 feet; Thence South 43°46'00" West, 274.33 feet; Thence South 04°19'35" West, 308.96 feet; Thence

*South 23°28'27" East, 571.21 feet; Thence South 80°22'52" East, 179.53 feet;
Thence North 87°48'16" East, 426.47 feet to True Point of Beginning.*

Such land is rezoned from Multi-Family Residential (R-3) and Commercial Limited Business (C-LB) to Medium Density Residential Small Lot (R2-S).

Section 3. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said title, are amended by amending Sectional Map No. 55A which is one of a series of maps constituting said Official Zoning Map, as shown on Sectional Map No. 55A, attached hereto as Exhibit B, and bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 4. Upon receipt of a properly executed Property Use and Development Agreement, as contemplated in Section 2 hereof, the City Manager is authorized to accept the same for and on behalf of the City, and upon such acceptance is authorized and directed to indicate such acceptance thereon, and, to cause said agreement to be recorded in the records of the Benton County Auditor, and to file said recorded agreement with the City Clerk.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington a copy of this ordinance and the attached amended Sectional Map No. 55A, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

EXHIBIT A

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017,
by and between the CITY OF RICHLAND and North Stone Richland, LLC (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by the North Stone Richland, LLC, (hereinafter "Petitioner") for a change of zone covering a 33.31 acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. 07-17.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-LB – Commercial Limited Business and R3 – Multifamily Residential to R2-S - Single Family Residential Small Lot. Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be consistent with the proposed preliminary plat of Wild Canyon.
2. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the Wild Canyon subdivision.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to

whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

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

CITY OF RICHLAND

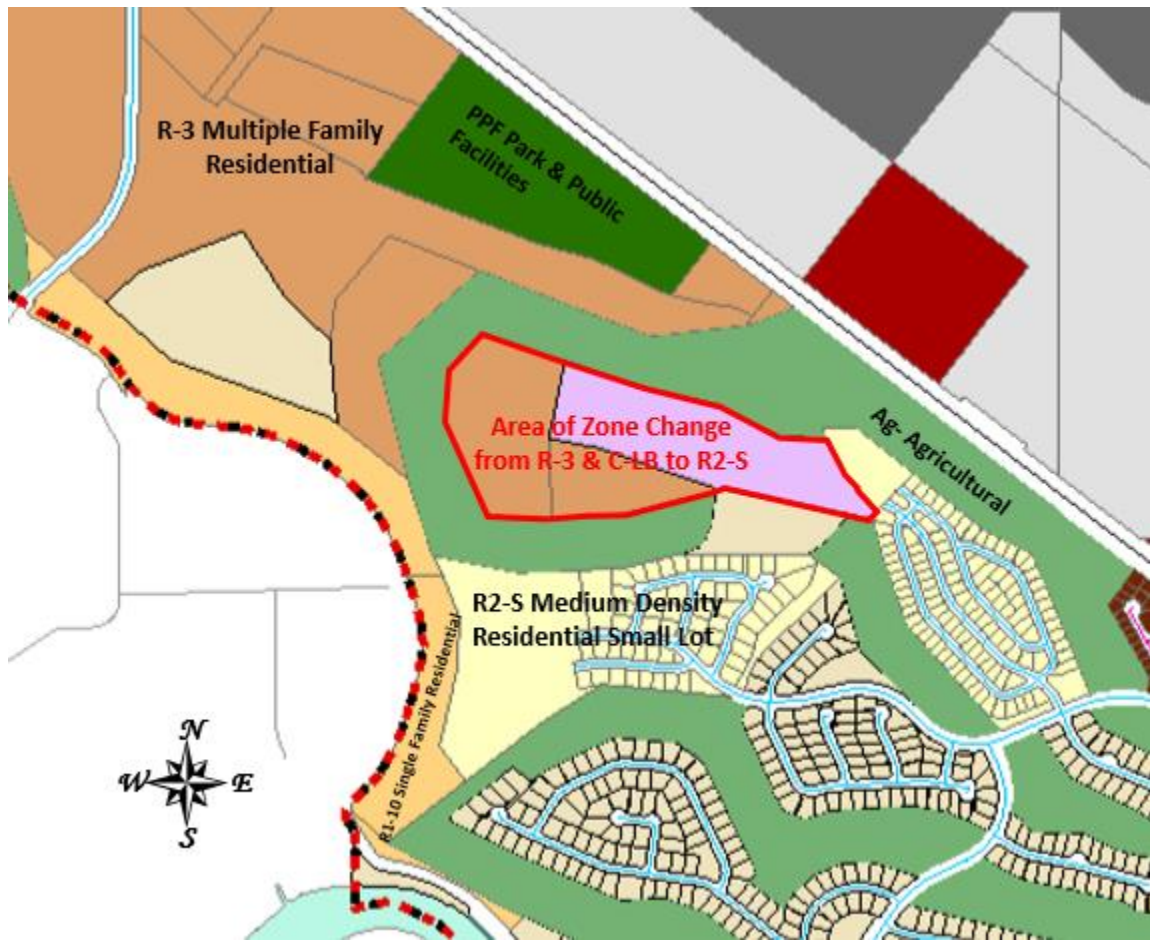
Cynthia D. Reents, ICMA-CM
City Manager

North Stone Richland, LLC
Petitioner

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

EXHIBIT B



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

Regarding two Type III matters:

1. An application to Rezone a 33.31
acre site located in the Horn Rapids
Golf Course Community from C-LB
(Commercial Limited Business) and
R-3 (Multi-Family Residential) to
R-2S (Medium Density Residential
Small Lot); and

2. *“Wild Canyon Preliminary Plat”*
application to subdivide the same
property into 121 single-family
residential lots,

both submitted by the property owner

North Stone Richland LLC,
Applicant

File No. Z2016-107 (Rezone)
File No. S2016-104 (Prelim. Plat)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATIONS.

In this consolidated hearing process, there are two Type III matters up for final action by the City Council. With formal approval of a Property Use and Development Agreement that would limit all development within the rezoned area to detached single family dwellings and require development to be consistent with the proposed Wild Canyon Preliminary Plat, the applicant can meet its burden of proof to demonstrate that the pending rezone application merits approval. Following approval of the rezone application, the City council should approve the proposed Wild Canyon Preliminary Plat, subject to conditions

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recommended by Staff, because the Record includes substantial evidence confirming that the applicant has satisfied its burden of proof to meet the applicable criteria for preliminary plat approval.

II. BACKGROUND and APPLICABLE LAW.

A. Rezone.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency review must be undertaken to determine the transportation impacts (if any) that could be created by the proposed action. RMC 19.50.010(C). The site of this rezone has already been analyzed for traffic impacts and transportation system needs, as part of a previous hotel and apartment complex proposal for the same property.

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

¹ *Save Our Rural Env’t v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

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1
2
3 ***B. Preliminary Plat Review.***

4 Under applicable provisions of the Richland Municipal Code (RMC), a preliminary
5 plat² application is first subject to review and approval by city staff with respect to the
6 engineering elements of said plat, then the Hearing Examiner is responsible for conducting
7 an open record public hearing followed by a recommendation to the City Council. A
8 preliminary plat application is a Type III procedure. RMC 19.20.010(C)(1).

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

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

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

26 The City's decision criteria for preliminary plat approval are substantially similar to state
subdivision mandates found in RCW 58.17.110(2)³ and reads as follows:

21 ² In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use
22 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.

23 ³ "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,

24 **FINDINGS OF FACT, CONCLUSIONS AND**
25 **RECOMMENDATION RE: NORTH STONE**
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1 ***Richland Municipal Code 24.12.053 Preliminary plat – Required findings.***

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

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

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

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

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

14 And RMC 19.60.095 mandates the following additional findings:

15 ***19.60.095 Required findings.***

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

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

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

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

25 *D. The development does not lower the level of service of transportation facilities below the*
26 *level of service D, as identified in the comprehensive plan; provided, that if a development*

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).

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1 application is projected to decrease the level of service lower than level of service D, the
2 development may still be approved if improvements or strategies to raise the level of service
3 above the minimum level of service are made concurrent with development. For the
4 purposes of this section, "concurrent with development" means that required improvements
5 or strategies are in place at the time of occupancy of the project, or a financial commitment
6 is in place to complete the required improvements within six years of approval of the
7 development.

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

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

17 C. Authority for Consolidated Permit Processing.

18 Under RMC 19.20.020(B), an application that involves two or more procedures may
19 be processed collectively, using the highest numbered procedure required for the any part of
20 the application(s). As noted above, the review procedures in this matter are the same for
21 the Rezone and for the Preliminary Plat – Type III. Accordingly, the public notices, staff
22 review process, public hearing, and Recommendation for the two pending applications were
23 consolidated.

24 III. QUESTIONS PRESENTED.

25 1. For the Rezone:

- 26 A. Whether the requested rezone implements policies of the City's
Comprehensive Plan, and/or whether there has been a change of
circumstances since the original zoning was adopted for the site?

Short Answer: Yes.

FINDINGS OF FACT, CONCLUSIONS AND
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1 B. Whether the rezone bears a substantial relationship to the public health,
2 safety, morals, or general welfare?

3 Short Answer: Yes, if limited by an appropriate Property Use and
4 Development Agreement.

5 **2. For the Preliminary Plat:**

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

8 **Short Answer:** Yes.

9 **IV. RECORD AND EXHIBITS.**

10 Exhibits entered into evidence as part of the record, and an audio recording of the
11 public hearing, are maintained by the City of Richland, and may be examined or reviewed
12 by contacting the City Clerk's Office.

13 **Hearing Testimony:** The following individuals presented testimony under oath at
14 the duly noticed public hearing for the underlying application, held on January 26, 2017:

- 15 1. Rick Simon, Development Service Manager for the City of Richland, made a
16 brief presentation regarding the application, the site, and his
17 recommendation, as explained in the Staff Report; and
- 18 2. Stew Stone, member of North Stone Richland LLC, the property
19 owner/applicant, spoke on his own behalf, and briefly explained that he
20 supports the findings and recommendations made in the Staff Report, and
21 that he accepts all proposed conditions of approval for the Rezone and the
22 Wild Canyon Preliminary Plat.

23 No one appeared at the public hearing or submitted any written comments as part of
24 the Record to express any opposition or substantive concerns with either the proposed
25 rezone or preliminary plat.

26 **FINDINGS OF FACT, CONCLUSIONS AND
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Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Preliminary Plat Application materials;
2. Rezone Application, including 2 page “Justification” statement by Mr. Stone;
3. Preliminary Plat Map;
4. Preliminary Plat Map with contours;
5. Site Photos;
6. Site Plan for hotel project on portion of site, which Applicant indicated intent to abandon with approval of Rezone;
7. Site Plan for apartment complex on site, which Applicant indicated intent to abandon with approval of Rezone;
8. Public Notice materials;
9. Horn Rapids Master Plan;
10. Environmental Checklist for the project;
11. SEPA DNS issued for the project;
12. Public Works comments;
13. WSDOT Comments, same as those made for Quail Ridge project;
14. Technical Advisory Committee Report; and
15. Proposed Property Use and Development Agreement.

The Examiner has visited the road network and vicinity of the proposed rezone on several occasions, and is fully advised on matters at issue herein, including without limitation applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

Based upon the record, the undersigned Examiner issues the following Findings of Fact.

Application, Public Notice, and Review.

1. Late last year, the owners of most of the remaining undeveloped land located in the “master-planned” Horn Rapids Community, North Stone Richland, LLC, submitted two applications: a) to Rezone all portions of a vacant 33.31-acre site from R-3 (Multi-Family

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1 Residential) and C-LB (Commercial Limited Business) to R-2S (Medium Density
2 Residential Small Lot); and b) to subdivide all of the proposed rezone area into 122 single-
3 family residential lots with 4 tracts known as the Preliminary Plat of Wild Canyon.⁴ *Exhibit*
4 *2 and 3, application forms, with signature pages; Staff Report, page 7.* The SEPA
5 Environmental Checklist, at page 2, and the Staff Report, throughout, and the Preliminary
6 Plat Map for the proposed project all confirm that the development is *not* for 122 lots, but
7 121. *Staff Report; SEPA Checklist, Ex. 10, at page 2; Preliminary Plat Map, Ex. 3, "Land*
8 *Use Table" summary.*

9 2. Following receipt, City staff complied with all applicable public notice requirements
10 for the rezone application and the public hearing held for the matter. *Staff Report, Page 7;*
11 *and Exhibit 8, copies of various public notices.*

12 3. The applicant submitted an Environmental Checklist for the applications,
13 particularly the proposed single-family subdivision of the site. *Exhibit 10.* It is worth
14 noting here that the same applicant obtained city land use approvals in 2011 for the
15 development of 2 hotels (with a total of 285 rooms) and a 135 unit apartment complex on
16 the site. *Staff Report, page 6; Testimony of Mr. Simon and Mr. Stone; Exhibit 6, hotel*
17 *project site plan; and Exhibit 7, apartment complex site plan.* Comparing the
18 environmental review for both concepts, the Staff Report establishes that the traffic
19 generation figures for the Wild Canyon Preliminary Plat design, with just over 120 single-
20 family homes, would be significantly less than the volume of traffic expected from the hotel
21 and apartment project on the site. Staff issued a SEPA Determination of Non-Significance
22 for the pending applications on December 28, 2016. No one submitted any written
23 comments opposing the DNS, and no one appears to have standing to appeal the
24 environmental determination for the pending matter.

25 4. The site is located in the Horn Rapids Golf Course Community, a large master
26 planned area south of SR 240 and north of the Yakima River, all within the City of
Richland. *Exhibit 9, Horn Rapids Master Planned Community Site Plan; Exhibit 5, site*
photos; Site Visit.

27 ***Surrounding uses and zones.***

28 5. The Wild Canyon site is currently vacant and undeveloped. Most of the Wild
29 Canyon site is surrounded by a "C" shape portion of the Horn Rapids Golf Course, with the

30 ⁴ The application pages included as Exhibits 2 and 3 to the Staff Report are both signed by applicant
31 representatives on December 2, 2016, but the summary provided in the Staff Report lists November 9, 2016 as
32 the application date.

5th fairway to the North, the 4th fairway to the West, and the 3rd fairway to the South. *Staff Report, page 3, and Figure 2, Land Use Map; Site Visit.* The project site is in close proximity to the existing Sandpiper, Eaglewatch and Grayhawk Phase 1 subdivisions, all connected to portions of the Horn Rapids Golf Course. The “golf-course” segments are mostly zoned AG, and the adjacent subdivisions mentioned above are all zoned R2-S. *Staff Report, page 4, Figure 3, Zoning map of the area.*

Sufficient transportation and utility systems to support rezone.

6. Consistent with the transportation concurrency requirements found in RMC 19.50.010(C), City staff confirmed that the conditions of Preliminary Plat approval for the Wild Canyon subdivision include road improvements, most notably the extension of Village Parkway from its present, temporary terminus in a north/north west direction, leading to a new second entrance into the Horn Rapids community from SR 240 – something that has been “on the books” and identified for future development since the Horn Rapids Master Plan was first adopted by the City in the early 1990s. *Staff Report, page 8; Ex. 9, Horn Rapids Master Plan.* Internal streets are also proposed as part of the preliminary plat, and none of the new lots will need, nor will they be permitted to have, driveways attaching directly onto the new Village Parkway extension, so the Village Parkway can provide optimal service as a “collector street” serving the new plat and the rest of the Horn Rapids community. *Ex. 3, Preliminary Plat Map.*

7. As part of the review process, City staff confirms that adequate utilities are available to serve the site. In fact, virtually all of the City’s available utility services will be able to serve the new plat: drinking water, sewer, power, and irrigation water. *Staff Report, page 9*

8. Storm water will be retained on-site, and the preliminary plat design includes designated tracts that will be used to accomplish this objective, all in accord with City development standards. *Staff Report, page 9.*

9. Based on these staff assurances, the Examiner finds that transportation and utility systems are already in place, or are readily available for construction, extension or connection to the future Wild Canyon Preliminary Plat uses that might occur on the site.

Comprehensive Plan Designation for the site.

10. The City’s Comprehensive Plan designates the entire site as “Medium Density Residential.” *Staff Report, page 3, Figure 2, Comp. Plan Map of the proposed rezone site.* Medium Density Residential Districts are established and described in Chapter 23.18 RMC. For purposes of the pending application, the focus is upon the requested rezone to R-2S

FINDINGS OF FACT, CONCLUSIONS AND
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(Medium Density Residential Small Lot), addressed in RMC 23.18.010(D).

11. RMC 23.18.010(D) explains that the R-2S zoning classification is “intended to be applied to some portions of the City that are designated medium-density residential under the City of Richland Comprehensive Plan.”

Consistency with Comprehensive Plan and city codes.

12. The requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as “medium density residential.”

13. Because the requested rezone fully implements the land use designation assigned to the site in the City’s comprehensive plan and zoning regulations, the requested rezone bears a substantial relationship to the public health, safety, and general welfare – provided that the rezone should only be approved along with an appropriate Property Use and Development Agreement as discussed below.

14. As limited by the recommended Property Use and Development Agreement, the requested rezone is appropriate in the context of adjacent properties, some of which already allow similar or even more-intense or impactful uses.

15. In this matter, the record demonstrates that both applications are in general conformance with the City’s comprehensive plan.

16. The Development Services Manager’s Staff Report includes specific findings and explanations that establish how the underlying applications satisfy provisions of applicable law and is consistent with the city’s Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

Discussion and Analysis.

17. The pending rezone application is requested to make it possible to fully-develop the site with just single-family homes with supporting tracts and infrastructure, using setback and lot coverage standards for the R2-S Zone. See *Ex. 2, Rezone Application, “Justification” statement signed by Mr. Stone.*

18. Single Family homes are not permitted in portions of the property that are currently zoned C-LB. Building heights and building setbacks are higher in the R3 zone than in the proposed R2-S zone, while lot coverage limits are more generous in the R2-S zone (50%

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for R2-S vs. 45% for R3). *Staff Report, page 6.*

19. The applicant's materials indicate that the current market in the Horn Rapids Community is for single-story homes, featuring 3 garage spaces and covered patio spaces, all of which can be accommodated on less land if the R2-S zoning standards applied. *Ex. 2, Justification statement by Mr. Stone.*

20. Given the applicant's justification for the requested rezone – essentially to permit development of the Wild Canyon Preliminary Plat as shown on the proposed preliminary plat map at *Ex. 3* – the Examiner recommends that the proposed Property Use and Development Agreement should be approved as part of the Rezone, to limit development on the rezoned site to a project or phased development that is consistent with the Wild Canyon plat proposal also addressed in this Recommendation. The Property Use and Development Agreement should restrict all development to that which is proposed in the Wild Canyon Preliminary Plat, i.e. just one single-family home on each single-family lot; with no more than 121 single-family lots.

21. The state subdivision statute expressly provides that any application for a division of land “shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, or short plat approval of the short subdivision, has been submitted to the appropriate county, city, or town official.” RCW 58.17.033. Accordingly, the City Council should first take action on the proposed Rezone. If it is denied, then the proposed plat cannot be approved. If it is approved, then the following finding/findings should be included in the City Council's Preliminary Plat approval: a) The City Council should ratify and confirm that the Wild Canyon Preliminary Plat application was accepted and reviewed as part of a consolidated process authorized under city development codes, particularly RMC 19.20.020(B); b) that the zoning standards used for the Wild Canyon preliminary plat approval are/were those for the R2-S zone; and c) that such consolidated process was undertaken on request of, with full knowledge of, and with the express consent of the project applicant, or something substantially similar.

22. The site is already designated as “Medium Density Residential” under the City's Comprehensive Plan, which is intended to provide between 5 and 10 dwelling units per acre. *Staff Report, page 3.* The proposed R-2S zone is Medium Density Residential. In fact, the three existing plats that are closest to the Wild Canyon site are all zoned R2-S: Eaglewatch, Sandpiper and Grayhawk.

23. The applicant provided materials explaining that they intend to impose covenants on the development that would only allow single-family homes. North Stone is willing to

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1 enter into a Property Use and Development Agreement that would limit the effect of the
2 rezone, and prohibit duplexes or similar structures that could be permitted in the new zone
classification. *Testimony of Mr. Stone; Staff Report.*

3 24. The proposed Wild Canyon Preliminary Plat would have a net density of 5.04 units
4 per acre, fewer than the density already in the existing, adjacent Sandpiper and Eaglewatch
residential developments. *Staff Report, page 11.*

5 25. Development of the proposed plat is dependent upon the developer's extension of
6 Village Parkway to connect with SR 240, where the intersection is now unopened, and
7 blocked with bollards or similar objects that can be moved to provide secondary emergency
8 access into the Horn Rapids community. Once constructed and opened for travel as part of
9 the plat development, Village Parkway will finally provide a second point of ingress/egress
10 for the Horn Rapids collection of residential subdivisions, something for which the
11 Examiner has heard strong support in public comments and materials reviewed for previous
land use hearings. With the connection to SR 240, which will be coordinated with
WSDOT, the proposed plat, and the Quail Ridge plat, will have a means to enter and exit
the new lots without need to drive through existing neighborhoods that are part of the Horn
Rapids community.

12 26. The recommended conditions of approval for the proposed Wild Canyon
13 Preliminary Plat, as set forth in the Technical Advisory Committee's report for the
14 proposal, included in the Record as *Exhibit 14*, were all accepted and supported by the
15 applicant's representative, Mr. Stone, at the public hearing, without modification or
16 requests for any exceptions. Each and every of the TAC's recommended conditions of
approval are supported by evidence in the Record, and they are reasonable and capable of
accomplishment.

17 ***Compliance with city development regulations achieves consistency with the***
18 ***Comprehensive Plan***

19 27. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes
20 is "*in furtherance of the comprehensive plan of the city*" and that such regulations
21 contained in the city's platting and subdivision codes "*are necessary for the protection and*
22 *preservation of the public health, safety, morals and the general welfare, and are designed,*
23 *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

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1 *of community life; to conserve and restore natural beauty and other natural resources; and*
2 *to facilitate the adequate provision of transportation, water, sewerage and other public*
3 *uses and requirements.” The effect of this provision boils down to this: compliance with*
4 *the City’s Comprehensive Plan can be established, or at least partially established, through*
5 *compliance with the city’s platting and subdivision regulations found in Title 24 of the*
6 *Richland Municipal Code. In this matter, substantial evidence in the record establishes*
7 *compliance by the proposed plat (as conditioned herein) with the city’s land platting*
8 *regulations that are applicable to this project, thus implementing and complying with the*
9 *City’s Comprehensive Plan. (See Staff Report, all Findings).*

10 ***Proposed plat will provide public benefits.***

11 28. The applicant’s submittals and the Staff Report establish that some aspects of the new
12 subdivision will provide a public benefit, including without limitation, new housing
13 inventory and options fulfilling the city’s goals and policies set forth in the Comprehensive
14 Plan, open space, construction of new roads, sidewalks, an attractive street system to serve
15 the new plat, and other features that will serve to promote health benefits of a walkable,
16 appropriately connected, pedestrian-friendly community.

17 29. Except as modified in this Recommendation, all Findings, and statements of fact
18 contained in the Staff Report, are incorporated herein by reference as Findings of the
19 undersigned-hearing examiner.⁵

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

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

- 24 A. The public health, safety, and general welfare: *See Staff Report, including without*
25 *limitation the Analysis provided on pages 8 - 11, and proposed findings on pages*
26 *11 – 14.*
- 27 B. Open Spaces: The project provides four tracts for open space and storm water
28 detention purposes, all to be maintained by the Horn Rapids Homeowners
29 Association. The large Hanford Legacy Park is located just northeast of the
30 proposed plat. *See Staff Report at page 9, and discussion in item H.*

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

- 1 C. Drainage Ways: the project will be consistent with all applicable standards for
2 stormwater system design, including without limitation the Department of Ecology
3 Stormwater Management Manual for Eastern Washington. Consistent with City
4 development standards, the plat will provide on-site stormwater detention. The
5 design includes tracts that will provide onsite stormwater retention. *Staff Report,*
6 *page 9; Ex. 14, Technical Advisory Committee Report, pages 8 - 10, recommended*
7 *Storm Water conditions.*
- 8 D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by
9 the City for compliance with applicable street system design requirements, and has
10 been deemed consistent with all applicable city standards for city roads, streets,
11 driveways, access, circulation, transportation concurrency and the like. *Staff*
12 *Report; Exhibit 3, Preliminary Plat Map/site plan; Exhibit 14, Technical Advisory*
13 *Committee report and proposed conditions, particularly Traffic & Street*
14 *Conditions set forth on page 7.*
- 15 E. Transit stops: To the extent transit stops are or may be located nearby to serve
16 residents of the proposed plat, or Richland residents generally, the subdivision
17 design, access and internal circulation patterns, as conditioned, are appropriate to
18 allow for pedestrians and vehicles to access arterials and other routes that could
19 direct users to existing or future transit stops and facilities. The proposed plat is
20 within the Ben Franklin Transit service area, though no bus service is currently
21 provided for the neighborhood. The transit agency was given lawful notice of the
22 proposed plat and did not provide any comments or feedback for consideration as
23 part of the record in this matter. *Staff Report, page 9.*
- 24 F. Potable water supplies: The new subdivision will receive its domestic water supply
25 from the City of Richland. Staff confirms that adequate capacity is available
26 within the city's water supply system to provide both domestic water and fire flow
service to the new plat. Irrigation water will also be provided by the City's
irrigation water system, which already serves the Horn Rapids community. *Staff*
Report, page 9; Ex. 14, recommended Domestic Water conditions on pages 7 - 8,
and recommended Irrigation conditions on page 10.
- 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. 14, recommended Sanitary Sewer*
conditions on page 8.
- H. Parks and recreation, playgrounds, schools: The proposed plat provides four open
space tracts. The Hanford Legacy Park is located northeast of the site. The Horn
Rapids community already features a golf course, trails, and open space, to serve
local residents. The plat is located about 3.4 miles from an existing elementary

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1 school in the Richland School District, and the City has reserved a large property
2 within a quarter mile of the proposed plat for a future school site. In fact, the site is
already zoned for a school (PPF). The School District did not provide any
3 comments after receiving city notice regarding the project. *Staff Report, page 9.*

- 4 I. Planning features to assure safe walking conditions for students: See street
network, road design proposed for plat. *Staff Report; Ex. 3, Preliminary Plat Map.*

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

9 32. Any factual matters set forth in the foregoing or following sections of this
10 Recommendation are hereby adopted by the Hearing Examiner as findings of fact, and
incorporated into this section as such.

11 VII. CONCLUSIONS.

12 Based upon the Record, and the Findings set forth above, the Examiner issues the
13 following Conclusions:

14 1. The applicant has met its burden to demonstrate that the requested rezone and
15 proposed Wild Canyon Preliminary Plat conforms to, and in fact implements objectives of,
the City's Comprehensive Plan.

16 2. As conditioned and limited in an appropriate Property Use and Development
17 Agreement, the applicant can meet its burden to demonstrate that the requested rezone bears
18 a substantial relationship to the public health, safety, or welfare.

19 3. The Staff Report and testimony on the record demonstrate that, given the mitigation
20 measures and conditions of approval recommended herein, the proposed rezone and
21 preliminary plat will not require additional public facilities and that there will be capacity
22 within the transportation network, the utility system, and other public services to
23 accommodate future development such as that envisioned for the rezone site. The rezoned
property can provide for an appropriate level of residential development in a manner that is
compatible with the character of the existing uses and zoning districts surrounding the
property.

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1 4. The rezoned site will not be materially detrimental to uses or property in the
2 immediate vicinity of the subject property

3 5. The rezone supports Richland's commitment to establish a broad range of residential
4 land use designations to accommodate a variety of lifestyles and housing opportunities. See
Comprehensive Plan, Land Use Goal No. 4.

5 6. The rezone request and the accompanying Property Use and Development
6 Agreement will allow the proposed Wild Canyon Preliminary Plat to accommodate the
needs of today's home buyer.

7 7. As required by RMC 19.50.010(C), the record includes staff assurances that the
8 transportation system is sufficient to accommodate the type of development envisioned
9 with the proposed rezone.

10 8. Based on the record, and as conditioned in an appropriate Property Use and
11 Development Agreement, the applicant can demonstrate that its rezone application merits
12 approval, meeting its burden of proof imposed by RMC 19.60.060. There was no
opposition, and no environmental or other special development limitations appear
warranted.

13 9. Based on the Findings as summarized above, and if the requested rezone is
14 approved, the undersigned Examiner concludes that the proposed plat, as conditioned
15 below, conforms to all applicable zoning and land use requirements and appropriately
mitigates adverse environmental impacts. Upon reaching such findings and conclusions as
16 noted above, the preliminary plat meets the standards necessary to obtain approval by the
City.

17 10. The proposed conditions of approval as set forth in the Technical Advisory
18 Committee Report included in the Record as *Exhibit 14*, are reasonable, supported by the
evidence, and capable of accomplishment.

19 11. Consistent with RCW 36.70B.170 (the state's development agreement statute), and
20 in light of the shifting sands possible in relevant case law or legislation, the City Council is
21 fully empowered to incorporate conditions, limitations, and clarifications as agreed by the
parties, to provide for more certainty moving forward.

22 12. Any finding or other statement contained in this Recommendation that is deemed to
23 be a Conclusion is hereby adopted as such and incorporated by reference.

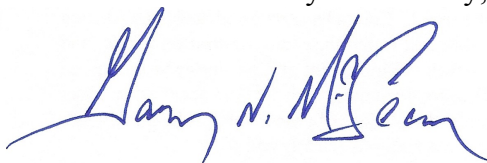
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4 **VII. RECOMMENDATION.**

5 Based upon the preceding Findings and Conclusions, the undersigned Hearing
6 Examiner recommends **APPROVAL** of North Stone Richland, LLC's requested Rezone
7 and Preliminary Plat of Wild Canyon, a portion of the Horn Rapids Community, subject to
8 contemporaneous approval of an appropriate Property Use and Development Agreement for
9 the rezoned area that would limit development to a project consistent with the Wild Canyon
Plat, and Conditions of Approval for the plat as set forth in the Technical Advisory
Committee Report, included in the Record as Exhibit 14.

10 ISSUED this 21st Day of February, 2017

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13

14 _____
15 Gary N. McLean
16 Hearing Examiner
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**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: Wild Canyon Preliminary Plat & Rezone Request

LOCATION: Horn Rapids Community, north of the third fairway, east of the fourth fairway, south of the fifth fairway and west of the plat of Eaglewatch.

APPLICANT: Northstone Richland, LLC

FILE NO.: S2016-104 & Z2016-107

DESCRIPTION: Request to divide 33.31 acres into 121 single family residential lots and to rezone the property from R-3 Multiple Family Residential and C-LB – Commercial Limited Business to R-2S Medium Density Residential Small Lot.

PROJECT TYPE: Type III Preliminary Plat & Zone Change

HEARING DATE: January 26, 2017

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval subject to completion of proposed conditions included in a technical advisory committee report and a proposed property use and development agreement.

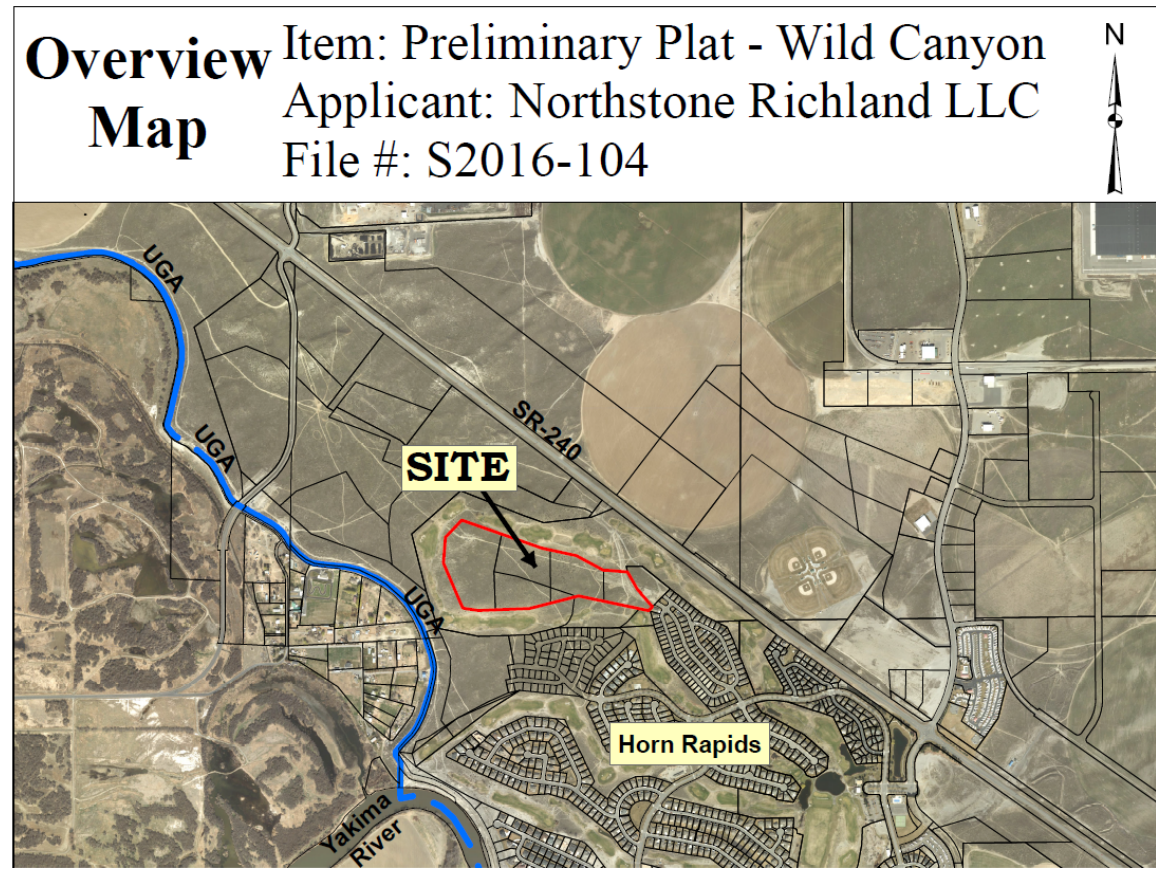


Figure 1 - Vicinity Map

(site highlighted in red)

DESCRIPTION OF PROPOSAL

Northstone Richland LLC has filed an application for a preliminary plat to divide 33.31 acres into 121 single family residential lots, known as the plat of Wild Canyon. The application also includes a request to change the zoning on the project site from C-LB Commercial Limited Business and R-3 Multi-Family Residential to R-2S Medium Density Residential Small Lot. The applicant has indicated his intent is to construct detached single family homes on the property.

The project is dependent upon the extension of Village Parkway from its current terminus westward, where it would provide access to the site and continue in a northwesterly alignment to its intersection with SR 240. The roads serving the plat would extend westerly from the Village Parkway extension in a looped system, with no other access points planned. The proposal includes 121 lots ranging in size from 6,217 square feet to 18,015 square feet with an average lot size of 8,653 square feet. In addition, there would be four tracts for open space and storm water facilities. The project is proposed to be built in six phases, as identified in the attached application materials (Refer to Exhibits 1 – 4.)

SITE DESCRIPTION & ADJACENT LAND USES

The site is undeveloped and consists of gently rolling topography covered with native vegetation. The highest point of the property is near the western boundary, at elevation 481. The low point is at the center of the property at elevation 430. Adjacent properties are developed with the golf course to the north (5th fairway), west (4th fairway) and south (3rd fairway). Land immediately to the east is also undeveloped and land further east, has been developed with single family homes in the Eaglewatch and Sandpiper plats. (Refer to the site photos – Exhibit 5.)

Nearby plats have been developed at similar densities. The Grayhawk plat, located to the south of the project site includes 55 lots with an average lot size of 9,682 square feet. The Sandpiper subdivision with 53 lots located east of the project site has an average lot size of 6,193 square feet. The Eaglewatch subdivision also located east of the subject site includes 48 lots with an average lot size of 5,632 square feet.

COMPREHENSIVE PLAN

The subject property is designated as Medium Density Residential in the comprehensive plan. This designation is intended to provide housing at a density between 5 and 10 units/per acre. The net density of the proposed plat (exclusive of streets and open space tracts) is 5.04 lots/acre. Adjacent properties are designated Developed Open Space and are a part of the Horn Rapids Golf Course.

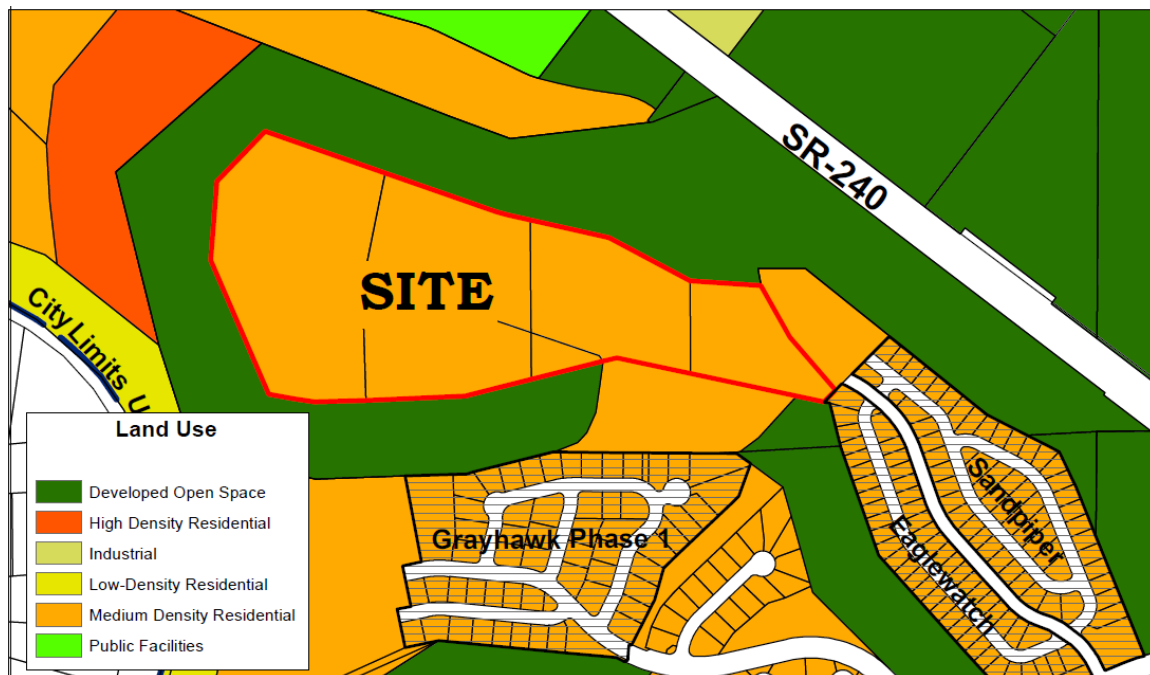


Figure 2 – Land Use Map

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.

ZONING

The site is partially zoned R-3 Multiple Family Residential and partially C-LB Commercial Limited Business. Adjacent properties to the south, west and north are zoned Parks and Public Facilities and are part of the Horn Rapids Golf Course. The residential plats of Sandpiper and Eaglewatch are located east of the site and are zoned R2-S., as is the Grayhawk plat, which is located several hundred feet south of the site. R-2 zoning exists along a portion of the site's southerly boundary but is part of the golf course.

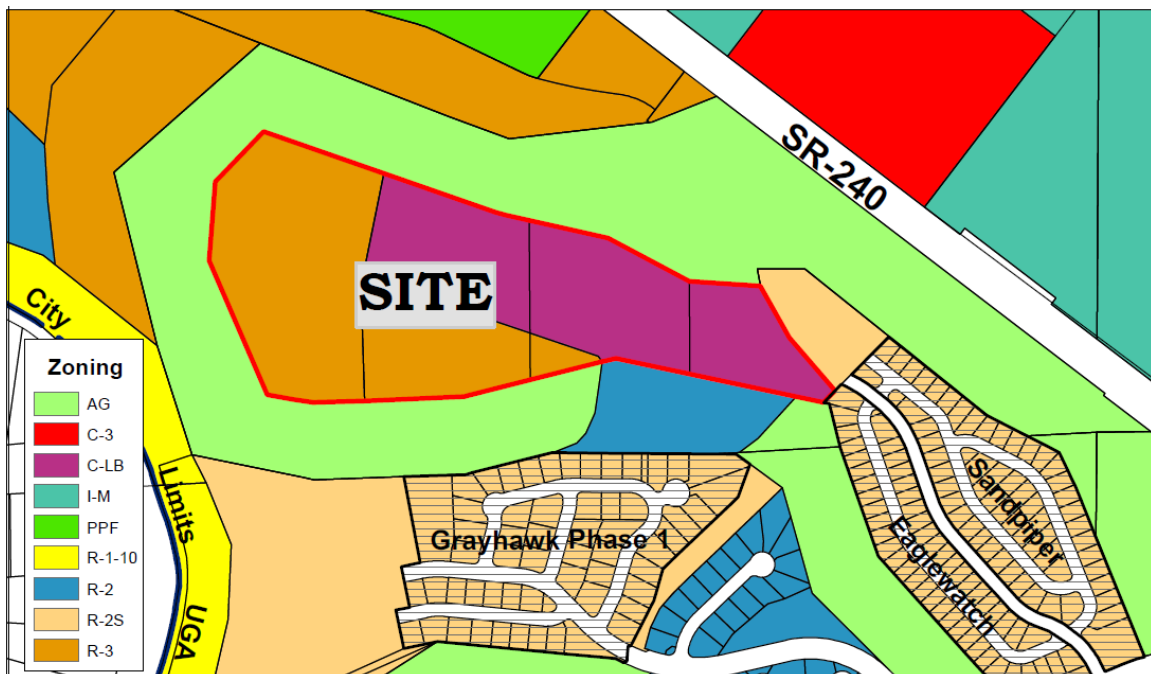


Figure 3 - Zoning

The stated purposes of the existing R-3 and C-LB zones (as set forth in RMC 23.18.010 & 23.22.010) are as follows:

The multiple-family residential use district (R-3) is a residential zone classification allowing for the location of multiple-family dwellings, duplexes and attached and detached one-family dwellings and providing a high degree of protection for such uses and adjacent low-density residential development. This classification shall be designed to give protection from hazards, objectionable influences, building congestion, and lack of light, air, and privacy. Certain essential and compatible public service facilities and installations are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated high-density residential (10.1 or more dwellings per acre) under the city of Richland comprehensive plan.

The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

The stated purposes of the proposed R2-S zone (as set forth in RMC 23.18.010) is as follows:

The medium-density residential small lot (R-2S) is a residential zone classification permitting a higher density of population, encouraging small lot development conducive to energy conservation and to other factors contributing to the production of affordable housing, and including the establishment of duplex dwellings and providing for these one- and two-family residences a high degree of protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. Certain essential and compatible public service facilities and institutions are permitted in this district. This zoning classification is intended to be applied to some portions of the city that are designated medium-density residential (5.1 to 10 dwellings per acre) under the city of Richland comprehensive plan.

The proposed R2-S zone is more restrictive than either the R-3 or C-LB districts, limiting development to single family homes and duplexes; whereas the R-3 zone would also allow apartments. The C-LB zone, in addition to apartments allows commercial uses like offices, restaurants and hotels. The differences in the dimensional requirements associated with the existing and proposed zones, are shown in the following table:

Zoning	Proposed R2-S	Existing R3	Existing C-LB
STANDARD	REQUIRED	REQUIRED	REQUIRED
Min. Lot Area – Single Family	4,000 square feet	4,000 square feet	Not Allowed
Min. Lot Area – Duplex	7,000 square feet	7,000 square feet	Not Allowed
Multi Family	Not allowed	1 unit/3,000 square feet	1 unit/1,500 square feet
Max. Lot Coverage	50%	45%	No maximum
Building Setbacks			
Front	15/18 ft.*	20 ft.	20 ft.
Side(s)	6 ft.	6 ft.	0 ft.
Rear	20 ft.	25 ft.	0 ft.
Building Height	30 ft.	40 ft.	55 ft.

*Not less than 15 feet in front of living areas and not less than 18 feet in front of all other areas

PROJECT HISTORY

In 2011, the applicants applied for and received site plan approvals for the development of 2 hotels (285 rooms total) and the construction of a 135 unit apartment complex on the project site. Refer to Exhibit 6 and 7 for copies of the approved site plans. The approvals granted by the City are still valid; however; the applicants have not yet been successful in securing financing for the projects. Rezoning of the site to R2-S would eliminate the potential for construction of the hotel and apartment projects.

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. RMC Section 23.70.210 designates the Hearing Examiner as the hearing body responsible for conducting the review of rezone applications. RMC Section 19.20.020 identifies that both preliminary plat and rezone applications are classified as Type III permit applications. Type III applications require that City Council make final permit decisions following receipt of the written recommendation of the Hearing Examiner.

PUBLIC NOTICE

Application Date:	November 9, 2016
Notice of Hearing Mailed:	January 3, 2017
Notice of Hearing Posted:	December 27, 2016
Notice of Hearing Published:	January 9, 2017
Public Hearing:	January 26, 2017

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 8.

UTILITY AVAILABILITY

Both City domestic water and sewer mains are located in the Village Parkway alignment that runs along the eastern boundary of the site. These lines were installed in 2016 to provide services to the Grayhawk plat lying to the south of the site. These lines were sized to accommodate development of the project site and the adjacent Quail Ridge plat. Electrical power lines are also located east of the site in the adjacent Sandpiper and Eaglewatch plats. The City also provides irrigation water to the Horn Rapids community and has lines adjacent to and east of the proposed plat.

TRANSPORTATION

The extension of Village Parkway northwesterly will provide a second entrance into the Horn Rapids community that has been planned since the Horn Rapids master plan was first adopted by the City in the early 1990s. See Exhibit 9 for a copy of the master plan. Access to the site is dependent upon this extension of Village Parkway.

SEPA

The applicant filed an environmental checklist with the City (see Exhibit 10). Staff reviewed the checklist and issued a Determination of Non-Significance on December 28, 2016 (see Exhibit 11).

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Comments received were from the City Public Works Department and the Washington State Department of Transportation (see Exhibits 12 and 13).

PUBLIC COMMENTS

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

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

City staff has prepared a list of recommended conditions for the application. (See Exhibit 14.)

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 provides four small open space tracts. These tracts would be maintained by the Horn Rapids Homeowners Association. The original Horn Rapids Master Plan called for the development of a series of smaller neighborhood parks, playgrounds, trails and open space areas that would serve the residents of the community. Additionally, the golf course provides generous amounts of open space throughout the community. In terms of City park facilities, the Hanford Legacy Park is located northeast of the site, on the north side of SR 240.
- The planned extension of Village Parkway would provide access to the proposed subdivision. This is a critical part of the planned street network that is part of the Horn Rapids Master Plan and provides a needed second entrance into the Horn Rapids community. Construction of this second entrance is a requirement of Northstone Richland, LLC and is needed to fulfill their obligations associated with the construction of the nearby Grayhawk plat. Construction of this street segment is anticipated to be completed in 2017. This street as well as all the streets located within the proposed plat would include curbs, gutters and sidewalks.
- The site is not located along an existing bus route. The Ben Franklin Transit Authority, which provides bus service to the community does not presently provide service into Horn Rapids. The nearest existing transit stop is at Stevens Center, approximately 4 miles from 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 Richland School District does provide school bus service to Horn Rapids.
- The plat would be served by City domestic water and sewer lines that are located in close proximity to the project site. 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 the City irrigation water system that serves the Horn Rapids community.
- In accordance with City development standards, storm water drainage would have to be retained on-site. The proposed plat design includes tracts for storm water drainage facilities.
- The site is located approximately 3.4 miles from the nearest elementary school, which is Sacajawea Elementary. The City has reserved property within a quarter mile of the site for a future school site. 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 for a second entrance into the Horn Rapids community and so 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 a 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 121 new residential lots that would use the extension of Village Parkway for access. Along with the adjacent proposed Quail Ridge plat of

99 lots, the combined traffic volumes on this new street would be estimated at approximately 2,080 Average Daily Trips (ADT). This represents a decrease in the traffic volumes that would have resulted from development of the previously approved hotel and apartment projects on this site, which was anticipated to be 3,213 ADT. This volume traffic would not result in any decrease in the level of service of these transportation facilities.

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 and are directly related to the development proposal.

In regard to the rezone application, the proposed R2-S zoning is consistent with the comprehensive plan designation of medium density residential. It is also the same zoning designation that is in place on the three plats that are closest to the project site – Eaglewatch, Sandpiper and Grayhawk. The applicants have indicated that they intend to restrict development on their project to single family homes only. No duplex development would be allowed. Staff has prepared a property use and development agreement that would ensure that the future uses within the plat are limited to single family units. Refer to Exhibit 15.

FINDINGS AND CONCLUSIONS

Staff has completed its review the preliminary plat and zone change applications of Wild Canyon (S2016-104 & Z2016-107)) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 14) based on the following findings:

Findings of Fact:

1. The Richland Comprehensive Plan designates the project site as suitable for medium density residential development, with projected densities of between five and ten units per acre.
2. The proposed preliminary plat consists of 121 lots averaging 8,653 square feet in area, resulting in a net density of 5.04 units/acre, a lower density than the existing, adjacent Sandpiper and Eaglewatch residential developments.
3. The adjacent road that would provide access to the proposed plat is Village Parkway, a street that functions as a collector street within the Horn Rapids Golf Course Community. Village Parkway shall be extended to connect directly to State Route 240 and would carry all the traffic generated by the proposed project.

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:

4. The proposed R2-S Medium Density Residential Small Lot zone, requires a minimum 4,000 square foot lot size.
5. The 121 lots proposed have an average lot size of 8,653 square feet and the smallest lot is 6,217 square feet.

Conclusion of Law:

The lots within the proposed subdivision are consistent with the provisions of the City's R2-S Medium Density Residential Small Lot zoning regulations. R2-S zoning has been requested by the applicant for the project site.

Findings of Fact:

6. 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.
7. The proposed preliminary plat provides for the extension of Village Parkway in a manner that is consistent with the Horn Rapids Master Plan and would provide a second point of access for the Horn Rapids Golf Course Community to reach State Route 240. Further, the project includes provisions for the extension of public domestic water, sewer, irrigation water and electrical power lines.
8. The proposed preliminary plat provides for emergency vehicle access through the construction of a secondary emergency vehicle access road across the adjacent golf course fairway and would meet City code requirements.
9. The proposed improvements to serve the preliminary plat are consistent with the City's development standards.
10. The project would provide additional open space tracts that would be owned and maintained by the Horn Rapids Homeowners Association, which maintains a system of open space and trails throughout the Horn Rapids community. The site is also within .7 miles of the existing Hanford Legacy Park.

11. The open space tracts proposed within the project would also serve as stormwater facilities for the development.
12. The project is located 3.4 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. Additionally, the site is within a .25 mile of a City owned tract of land that has been reserved as a future school site.
13. Bus service is currently provided approximately 4 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. The Richland School District does provide bus service for school children throughout the Horn Rapids Golf Course Community.
14. 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:

15. The applicant filed an environmental checklist along with their preliminary plat application as required under the State Environmental Policy Act.
16. After review of the checklist and application materials, staff issued a Determination of Non-Significance on December 28, 2016.

Conclusion of Law:

Pursuant to Chapter 22.09 of the RMC, the procedures required under the State Environmental Policy Act have been completed.

Findings of Fact:

17. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
18. The proposed project would add 121 single family lots that would have direct access onto a collector street: Village Parkway.
19. Village Parkway is planned for extension to provide a second point of access from the Horn Rapids Golf Course community to State Route 240. As the most convenient point of access for the future residents of the Wild Canyon plat, traffic impacts from the project are anticipated to have very

minimal impacts on the existing street system within the Horn Rapids Golf Course Community.

20. Previous land use approvals provided for the development of two hotels and a 135 unit apartment complex. The projected level of traffic that would be generated by the project would be significantly less than the volume of traffic that would be generated by the hotel and apartment development.

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.

21. The proposed zoning of the site as R2-S Medium Density Residential Small Lot is:
- Consistent with the City's comprehensive plan designation of Medium Density Residential;
 - Consistent with the zoning of the closest adjoining plats of Grayhawk, Sandpiper and Eaglewatch;
 - Consistent with the average lots sizes of the closest adjoining plats of Grayhawk, Sandpiper and Eaglewatch;
 - Consistent with adjacent single family residential land uses, as only single family residential units would be permitted under the provisions of the recommended property use and development agreement.

Overall Conclusion:

Based on the above findings and conclusions, approval of the proposed preliminary plat of Wild Canyon subject to the recommended conditions listed in the Technical Advisory Committee Report and approval of the proposed rezoned subject to the proposed property use and development agreement is warranted because the project conforms to the City's adopted comprehensive plan and zoning regulations; has followed the State Environmental Policy Act procedures; and is consistent with the requirements of the City's subdivision regulations.

EXHIBIT LIST

- | | |
|---------------------------------------|--|
| 1. Preliminary Plat Application | 9. Horn Rapids Master Plan |
| 2. Rezone Application | 10. Environmental Checklist |
| 3. Preliminary Plat Map | 11. DNS |
| 4. Preliminary Plat Map with Contours | 12. Public Works Comments |
| 5. Site Photos | 13. WSDOT Comments |
| 6. Hotel Site Plan | 14. Technical Advisory Committee Report |
| 7. Apartment Complex Site Plan | 15. Property Use & Development Agreement |
| 8. Public Notice | |

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 <i>North Stone Richland, LLC</i>			
Address <i>PO Box 516</i>		City <i>Stayton</i>	State <i>OR</i> Zip <i>97383</i>
Phone Number <i>503-769-3436</i>	Fax Number	Other	
Proposed Subdivision Name <i>Wild Canyon</i>		Legal Description <i>Attached</i>	
Average Size Lots		Proposed Number of Tracts <i>4</i>	
Average Lot Size (Residential Lots) <i>8,653 SF</i>		Area in Acres <i>33.31 ac</i>	
Proposed Number of Lots <i>122</i>		Proposed Number of Blocks <i>0</i>	
Name of Surveyor Platting Subdivision <i>John Shea, JUB Engineers Inc.</i>			
Address <i>2810 W. Clearwater Ave Ste 201</i>		City <i>Kennewick</i>	State <i>WA</i> Zip <i>99336</i>
Phone Number <i>509-783-2144</i>	Fax Number	Other <i>jshea@jub.com</i>	

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

 *Ross Bochsler*
Applicant's Signature

12/2/2016
Date

OFFICE USE ONLY

Filed on _____ Signature _____
Case File No. _____ Date of Planning Commission Hearing _____
Action by Planning Commission - Minutes _____

Attach:

1. 30 Copies - *Electronic* 5 - full size & 1 - 11"x17"
2. 11" x 17" reduction
3. Ownership Report from Title Company listing all Owners within 300-feet.

NORTH STONE RICHLAND, LLC

PO Box 516 - Stayton, OR 97383

Office: 503-769-3436 Fax: 503-769-7358

City of Richland
840 Northgate Drive
Richland, WA 99352

September 20, 2016

Subject: Narrative for Preliminary Plat application for 'Wild Canyon' subdivision

The attached "Exhibit A" parcel map for Wild Canyon shows proposed parcel boundary lines that differ from that of the recorded boundary lines per the Benton County Tax Map (Exhibit C attached). The proposed boundary lines are shown in this application in order to give an accurate legal description showing the location of the proposed future ROW along the boundary of parcel 1 and parcel 2 (Exhibit A) which will serve as the future boundary line when platted.

The proposed Wild Canyon subdivision is made up of parcels 2, 3 and 4 per Exhibit A, with parcel 1 being dedicated at a later date.

Per Exhibit C, Wild Canyon is made up of tax parcels -2007, -2005, -2006 and a portion of -2005.

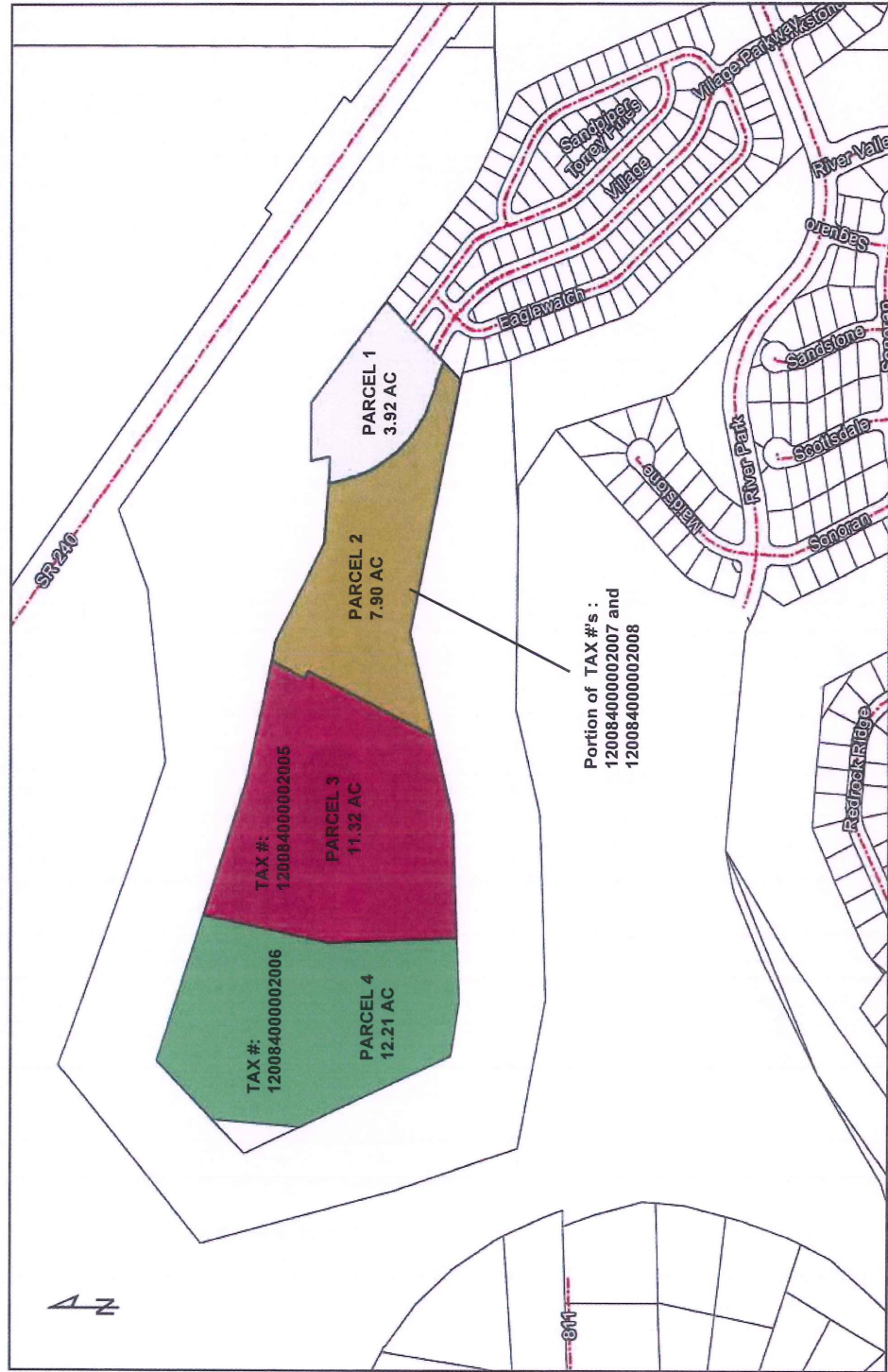
Sincerely,

North Stone Richland, LLC

EXHIBIT A

WILD CANYON PRELIMINARY PLAT PARCEL MAP

Proposed plat includes parcels 2, 3 and 4, shown below
(Boundary lines between the 4 parcels shown are different from Benton County Tax Map)





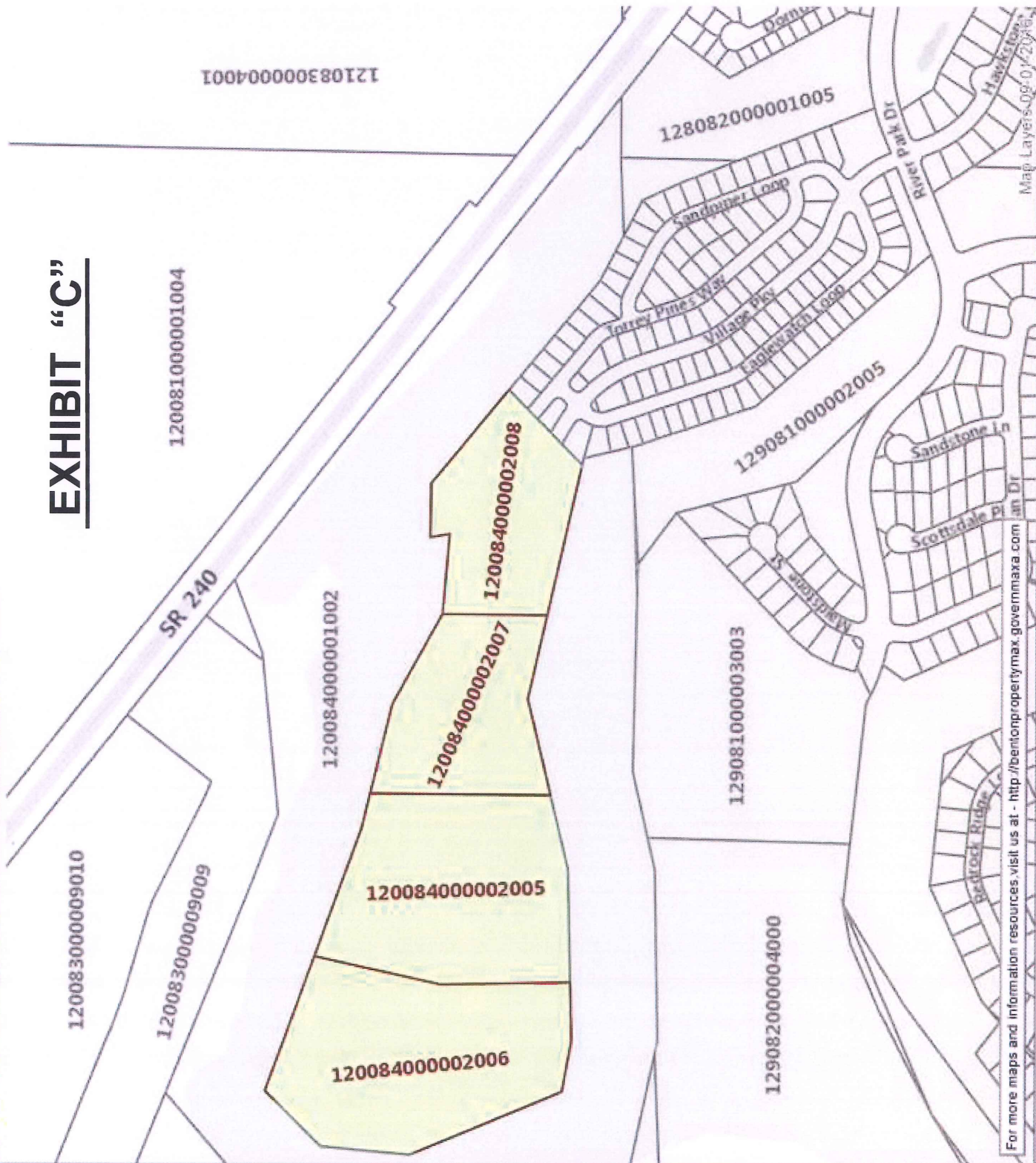
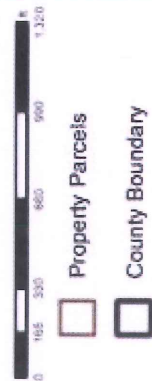
ASSESSOR

Benton County

WASHINGTON

WILD CANYON PARCELS TAX MAP

EXHIBIT "C"



9/23/2016



Benton County makes every effort to produce and publish the most current and accurate information possible. This information is furnished as a public service. The information must be accessed and used by the recipient with the understanding that the data was developed and collected for the purpose of developing property valuations using the criteria of fair market value as required by the State of Washington. The Appraised Value and Tax Information are updated at different times during the year and therefore may not always reflect same year values. Benton County assumes no liability whatsoever associated with the use or misuse of such data and disclaims any representation or warranty regarding the completeness or accuracy of the data.

Note: Aerials and Square Footage data shown are approximate and may not be consistent with records maintained for appraisal purposes.

©2015 Benton County, Washington Government

For more maps and information resources visit us at - <http://bentonpropertytax.governmentmax.com>

Map Layer: 09/01/2016

Data sources: Benton County, Washington Government

20

TP03=TRUE POINT OF BEGINNING



EXHIBIT A

PARCEL 2 (After Boundary Line Adjustment)

A parcel of land lying in a portion of the South-half of the Southeast quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 20 as shown in Horn Rapids Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, page 171, Records of Benton County, Washington;

Thence North $00^{\circ}36'46''$ East along the West line of the Southeast quarter of said Section 20 for a distance of 283.29 feet;

Thence leaving the West line of the Southeast quarter of said Section 20, North $87^{\circ}48'16''$ East, 169.13 feet;

Thence North $75^{\circ}42'59''$ East, 310.99 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence continuing North $75^{\circ}42'59''$ East, 297.26 feet;

Thence South $78^{\circ}01'13''$ East, 833.29 feet to the most Westerly Southwest corner of Lot 20, Eaglewatch, according to the Plat thereof, recorded in Volume 15 of Plats, page 306, Records of Benton County, Washington;

Thence North $44^{\circ}42'08''$ East along the Westerly boundary of said Lot 20 (15-306) for a distance of 83.24 feet;

Thence leaving the Westerly boundary of said Lot 20 (15-306), Northwesterly along the arc of a 535.47-foot radius, non-tangent curve to the left (the radius of which bears South $24^{\circ}10'29''$ West) through a central angle of $08^{\circ}28'33''$ for an arc distance of 79.21 feet;

Thence North $74^{\circ}18'04''$ West, 8.79 feet;

Thence Northwesterly along the arc of a 422.00-foot radius, tangent curve to the right (the radius of which bears North $15^{\circ}41'56''$ East) through a central angle of $63^{\circ}25'27''$ for an arc distance of 467.14 feet;

Thence North 10°52'37" West, 46.08 feet to the Southwest corner of the Village Parkway Extension Easement as described under Benton County Auditors File No. 2002-028630, Records of Benton County, Washington;

Thence leaving the Westerly line of said Village Parkway Extension Easement, North 85°53'49" West, 192.64 feet;

Thence North 61°58'50" West, 358.65 feet;

Thence North 77°12'20" West, 60.57 feet;

Thence South 28°01'10" West, 129.47 feet;

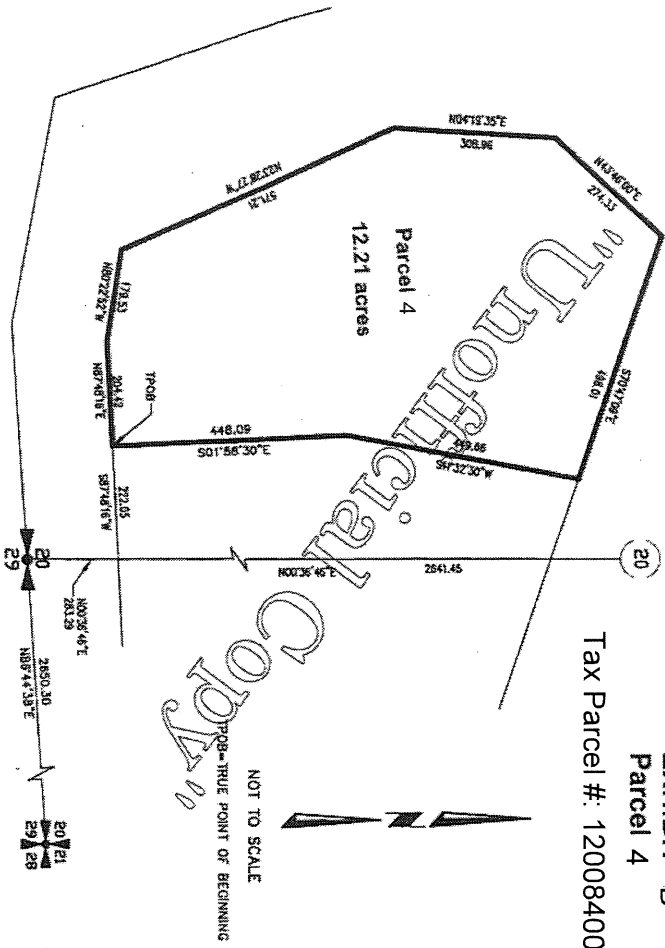
Thence South 62°35'25" East, 27.71 feet;

Thence South 21°07'37" West, 460.36 feet to **TRUE POINT OF BEGINNING.**

Containing: 7.70 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT "B"
Parcel 4
Tax Parcel #: 120084000002006



Parcel 4
Tax Parcel #: 120084000002006

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

PARCEL 4

A parcel of land lying in a portion of the East-half of the Southwest quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 20 as shown in Horn Rapids Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, page 171, Records of Benton County, Washington;

Thence North $00^{\circ}36'46''$ East along the East line of the Southwest quarter of said Section 20 for a distance of 283.29 feet;

Thence South $87^{\circ}48'16''$ West, 222.05 feet to **TRUE POINT OF BEGINNING** of the parcel to be described;;

Thence continuing, North $87^{\circ}48'16''$ East, 294.42 feet;

Thence North $80^{\circ}22'52''$ West, 179.53 feet;

Thence North $23^{\circ}28'27''$ West, 571.21 feet;

Thence North $04^{\circ}19'35''$ East, 308.96 feet;

Thence North $43^{\circ}46'00''$ East, 274.33 feet;

Thence South $70^{\circ}47'09''$ East, 498.61 feet;

Thence South $11^{\circ}32'30''$ West, 449.66 feet;

Thence South $01^{\circ}56'30''$ East, 448.09 feet to the **TRUE POINT OF BEGINNING**.

Containing: 12.21 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

SEE ATTACHED EXHIBIT 'B'

EXHIBIT "B"
Parcel 3
Tax Parcel #: 120084000002005

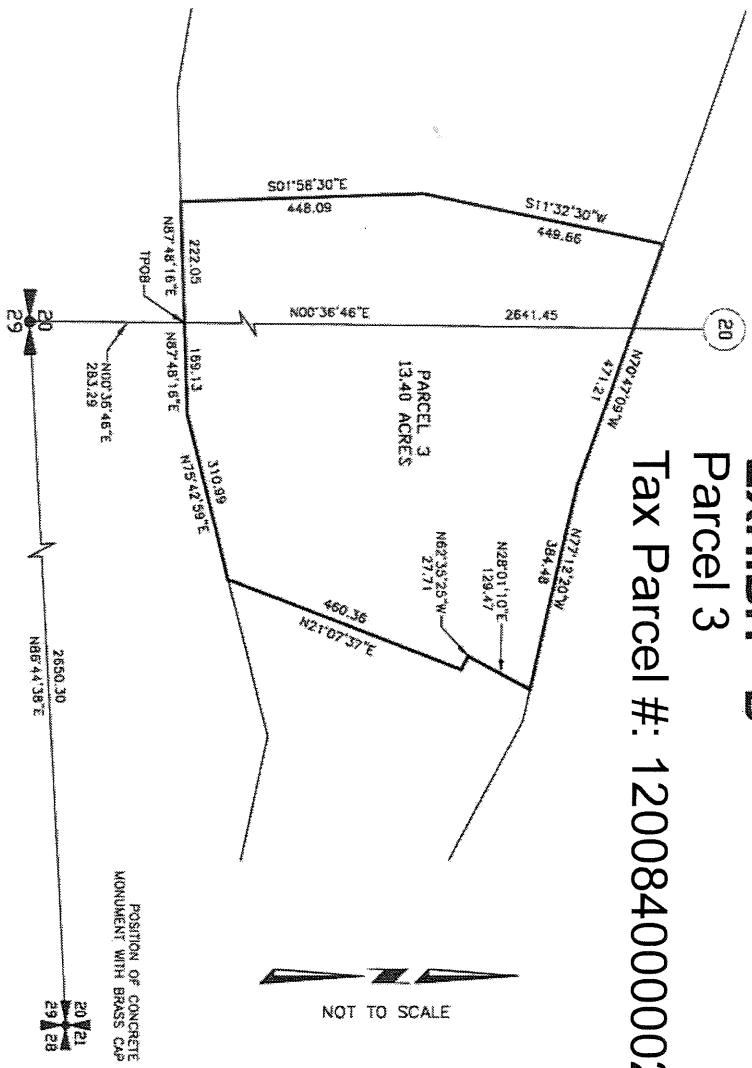


EXHIBIT A

PARCEL 3 Tax Parcel #: 120084000002005

A parcel of land lying in a portion of the Southwest quarter of the Southeast quarter and a portion of the Southeast quarter of the Southwest quarter of Section 20, Township 10 North, Range 28 East, W.M., Benton County, Washington, described as follows:

Beginning at the Southwest corner of the Southeast quarter of said Section 20 as shown in Horn Rapids Division No. 1, according to the Plat thereof, recorded in Volume 14 of Plats, page 171, Records of Benton County, Washington;

Thence North 00°36'46" East along the West line of the Southeast quarter of said Section 20 for a distance of 283.29 feet to the **TRUE POINT OF BEGINNING** of the parcel to be described;

Thence leaving the West line of the Southeast quarter of said Section 20, North 87°48'16" East, 169.13 feet;

Thence North 75°42'59" East, 310.99 feet;

Thence North 21°07'37" East, 460.36 feet;

Thence North 62°35'25" West, 27.71 feet;

Thence North 28°01'10" East, 129.47 feet;

Thence North 77°12'20" West, 384.48 feet;

Thence North 70°47'09" West, 471.21 feet;

Thence South 11°32'30" West, 449.66 feet;

Thence South 01°58'30" East, 448.09 feet;

Thence North 87°48'16" East, 222.05 feet to **TRUE POINT OF BEGINNING**.

Containing: 13.40 acres, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants
and restrictions apparent or of record.

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

Petition for Change of Zoning District Classification

Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION		
Applicant's Name: <u>North Stone Richland LLC</u>		
Address: <u>PO Box 516</u>		
City: <u>Stayton</u>	State: <u>OREGON</u>	Zip: <u>97383</u>
Phone: <u>(503) 769-3436</u>	Fax:	Other and/or e-mail address: <u>StewStone@phhsreg.com</u>
Please check under what capacity you are filing:		
☒ Recorded owner of the property as of <u>9/27/11</u>	☐ Purchasing under contract as of	
☐ The lessee as of	☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).	
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION		
Street address(es) of property for which the zone change is requested, if applicable: <u>No known address</u>		
<u>APN'S 1-200-8400-000-2005, 2006, 2006 AND 2008</u>		
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):		
<u>Southwest of future Village Parkway extension</u>		
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant</u>		
Size of petition area <u>33.3 Ac</u>	acres and	square feet
SECTION III - CHANGE OF ZONE REQUEST		
A change of zone from <u>R-3 and C-LB</u> To <u>R-2S</u>		
is requested for the property described in Section II of this application.		
SECTION IV – JUSTIFICATION		
State the reason(s) for the requested change of zone: <u>See attached justification</u>		

Continued

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

DATED THIS 2nd DAY OF December, 2016.

Stew Stone
Applicant's Signature
North Stone Richmond LLC
P.O. Box 516

Address
Stayton Ore 97383

City, State, Zip

office 503 269-3436

Phone

#cell-Stew (503) 559-3013

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Date accepted for filing _____

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature _____

Wild Canyon Zone Change to R-2S

SECTION IV - Justification

Reason for Zone change is to provide more flexibility for Residential Single Family Detached House Plans to conform within City of Richland setback and lot coverage standards.

Horn Rapids is a unique development in Richland in the characteristic that much of the Golf Course is considered open space that would typically be incorporated into lots. In many developments where open space is non-existent, lots are created larger, allowing for larger homes. The requested Re-zone area is surrounded by three Golf Course Fairways.

We have designed the majority of the lots to be approx 7,200 SF in size and the market conditions (buyers desires) dictate the preferred one story homes of 2,000-2,400 SF and larger with 3 car garages of 500-700 SF and covered patios for outdoor enjoyment of 150-300 SF. These lot "coverage sizes" of 3,000 SF to 3,500 SF equal approx 42% to 48% would require us to enlarge the lots which is contradicting the intention of medium density developments. Making lots larger in other zoned areas such as R-3 and R-2 to accommodate the same size of house plan that will fit on an R-2S zoned lot uses more land area for the same number of homes to be constructed. Plus, less lots to absorb the same amount of street and utility improvement costs has an impact by increasing prices. We believe it is in the best interest of the Horn Rapids Community to offer a variety of housing choices at reasonable pricing and satisfy the market demands, and the R-2S Zoning provides that.

The R-2S zoning will allow the builders / home buyers to have a slightly higher "lot coverage percentage" from 40% to 50% as we have seen in our other Phases such as Horn Creek, Eaglewatch, Copperleaf phases 1,2 & 3 and Grayhawk without compromising values and utilizing the property for higher density as the comprehensive zoning classification currently indicates. The current zoning of R-3 allows for 45% lot coverage with 20 foot front yard and 25 foot rear yard setbacks. The R-2S Zoning setbacks are 2 feet less to the front of garages and 5 ft less in the rear yards. The area zoned C-LB does not allow single family homes.

The Wild Canyon property (Subdivision) will be residential Single Family Homes ONLY which we will prepare a Covenant to be recorded with the Residential Plat upon completion of the Subdivision, which shall restrict duplexes, apartments and attached houses from being built. The single family detached homes to be built will be the similar to the homes in Copperleaf, Sedona 1 & 2, The Bluffs, Desert Summit and Grayhawk Phases. We are not making the lots smaller than previous development phases, yet requesting the ability to provide a larger lot coverage percentage from 45% to 50%. The zone change requested provides added flexibility in the size of the homes in relation to the lot size as you will read below. We will continue to have the same strict Architectural Controls that we have had for the past 10 years. Several of the new lots will be on the Golf Course measuring from 72 feet to 92 feet wide and the majority of the interior lots will be 72 feet wide to provide builders the necessary width for constructing 3 car garages. The completed homes prices and values will be consistent with values in Copperleaf, Sedona, Desert Summit, Grayhawk and The Bluffs.



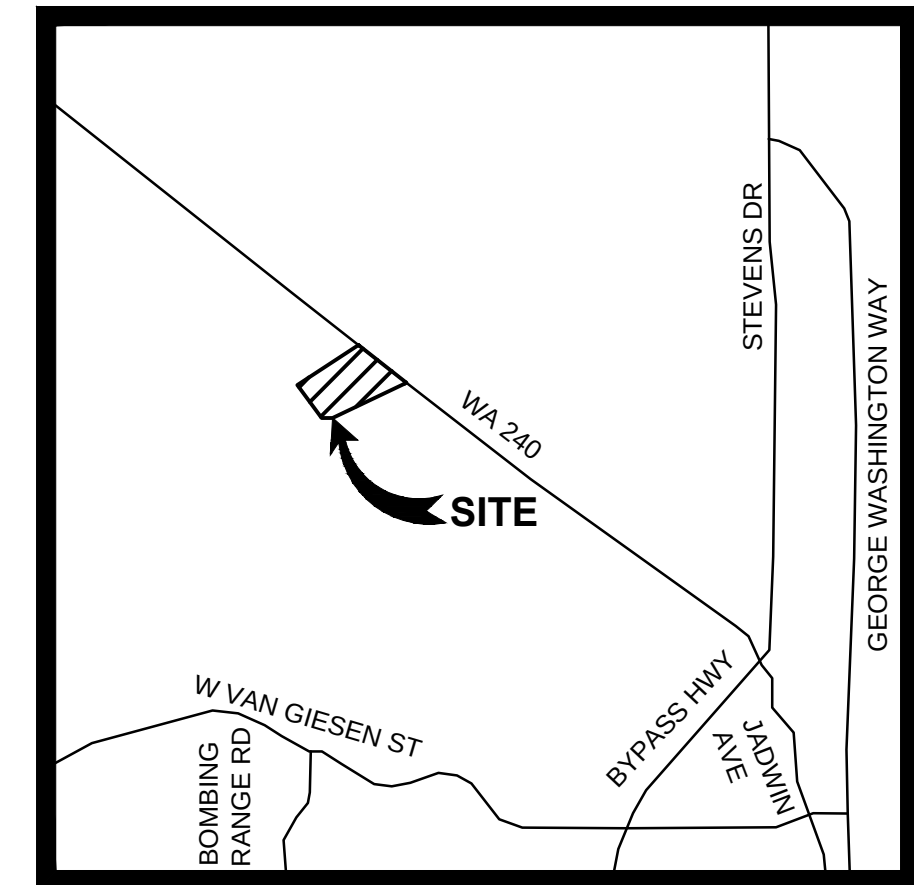
Stew Stone, Developer

North Stone Richland LLC

WILD CANYON

PRELIMINARY PLAT

Located In The Southeast 1/4 Of Section 20, Township 10 North, Range 28 East, W.M.



VICINITY MAP
NOT TO SCALE

OWNER/DEVELOPER:
NORTH STONE RICHLAND, LLC
PO BOX 516
STAYTON, OR 97383

ENGINEER:
HDJ - A DIVISION OF PBS
KEVIN BARNEY, PE
6115 BURDEN BLVD., SUITE E
PASCO, WA 99301
(509) 547-5119

SURVEYOR:
J.U.B. ENGINEERS, INC.
JOHN SHEA, PLS
2810 CLEARWATER AVE, SUITE 201
KENNEWICK, WA 99336
(509) 783-2144

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 AS SHOWN IN HORN RAPIDS DIVISION NO.1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 14 OF PLATS, PAGE 171, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 00°36'46" EAST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20 FOR A DISTANCE OF 283.29 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED;

THENCE LEAVING THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, NORTH 87°48'16" EAST, 169.13 FEET; THENCE NORTH 75°42'59" EAST, 608.25 FEET; THENCE SOUTH 78°01'13" EAST, 833.29 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF LOT 20, EAGLEWATCH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 15 OF PLATS, PAGE 306, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE NORTH 44°42'08" EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT 20 (15-306) FOR A DISTANCE OF 83.24 FEET; THENCE LEAVING THE WESTERLY BOUNDARY OF SAID LOT 20 (15-306), NORTHWESTERLY ALONG THE ARC OF A 535.47-FOOT RADIUS, NON-TANGENT CURVE TO THE LEFT (THE RADIUS OF WHICH BEARS SOUTH 24°10'29" WEST) THROUGH A CENTRAL ANGLE OF 08°28'33" FOR AN ARC DISTANCE OF 79.21 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 442.00-FOOT RADIUS, TANGENT CURVE TO THE RIGHT (THE RADIUS OF WHICH BEARS NORTH 15°41'56" EAST) THROUGH A CENTRAL ANGLE OF 67°39'38" FOR AN ARC DISTANCE OF 521.95 FEET TO THE SOUTHWEST CORNER OF THE VILLAGE PARKWAY EXTENSION EASEMENT AS DESCRIBED UNDER BENTON COUNTY AUDITORS' FILE NO. 2002-028630, RECORDS OF BENTON COUNTY, WASHINGTON; THENCE LEAVING THE WESTERLY LINE OF SAID VILLAGE PARKWAY EXTENSION EASEMENT, NORTH 85°53'49" WEST, 190.59 FEET; THENCE NORTH 61°58'50" WEST, 358.65 FEET; THENCE NORTH 77°12'20" WEST, 445.05 FEET; THENCE NORTH 70°47'09" WEST, 969.22 FEET; THENCE SOUTH 43°46'00" WEST, 274.33 FEET; THENCE SOUTH 04°19'35" WEST, 308.96 FEET; THENCE SOUTH 23°28'27" EAST, 571.21 FEET; THENCE SOUTH 80°22'52" EAST, 179.53 FEET; THENCE NORTH 87°48'16" EAST, 426.47 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 33.31 ACRES.

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

LAND USE TABLE	
GROSS SITE AREA:	33.31 ACRES
RIGHT OF WAY DEDICATION:	7.42 ACRES
OPEN SPACE TRACTS (A-D):	1.78 ACRES
SEVA	0.07 ACRES
NET PLANNING AREA:	24.04 ACRES
TOTAL LOT COUNT:	121 LOTS
AVG. LOT AREA:	8,653 SF
SMALLEST LOT AREA:	6,217 SF
LARGEST LOT AREA:	18,015 SF

TRACT USE SUMMARY:

TRACTS A - STORMWATER FACILITY/ OPEN SPACE
TRACT B - OPEN SPACE
TRACT C - OPEN SPACE - SIGNAGE
TRACT D - STORMWATER FACILITY/ OPEN SPACE



PRELIMINARY PLAT FOR:

WILD CANYON

A SUBDIVISION LOCATED IN THE CITY OF RICHLAND, WASHINGTON

DESIGNED:
KWB

DRAWN:
BMW

CHECKED:
KWB

SCALE:
H: 1" = 120'
V: N/A

DEC 2016
4508-00

SHEET

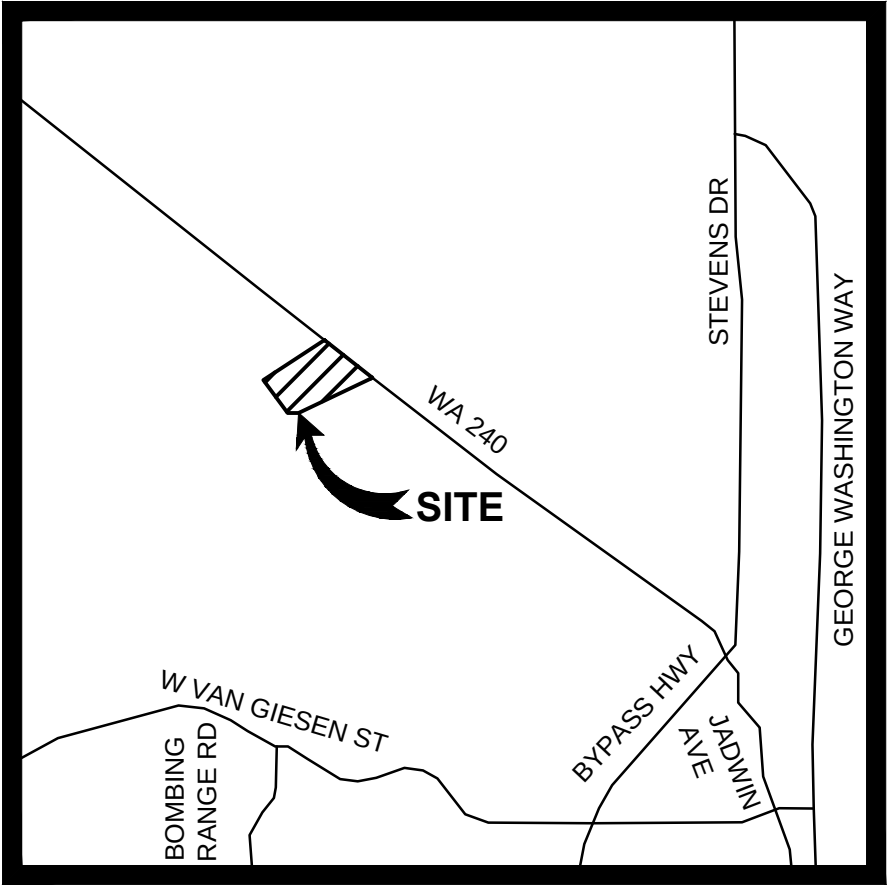
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1

WILD CANYON

PRELIMINARY PLAT

Located In The Southeast 1/4 Of Section 20, Township 10 North, Range 28 East, W.M.



VICINITY MAP
NOT TO SCALE

OWNER/DEVELOPER:
NORTH STONE RICHLAND, LLC
PO BOX 516
STAYTON, OR 97383

ENGINEER:
HDJ - A DIVISION OF PBS
KEVIN BARNEY, PE
6115 BURDEN BLVD., SUITE E
PASCO, WA 99301
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SURVEYOR:
J.U.B. ENGINEERS, INC.
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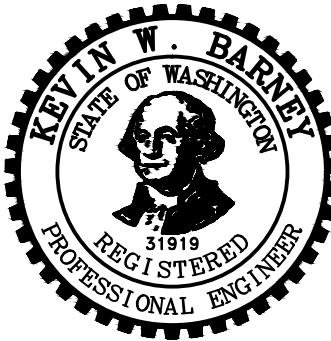
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PRELIMINARY PLAT FOR:
WILD CANYON
A SUBDIVISION LOCATED IN THE CITY OF RICHLAND, WASHINGTON

DESIGNED:
KWB
DRAWN:
BMW
CHECKED:
KWB
SCALE:
H: 1" = 120'
V: N/A
DEC 2016
4508-00
SHEET

1
1

Looking East



Looking North



Looking South



Looking West



THIS PLAN IS THE SOLE PROPERTY OF HERITAGE PROFESSIONAL LANDSCAPE, INC. (HPLC). ANY UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED. HPLC SHALL NOT BE RESPONSIBLE FOR ANY INSTALLATION AND/OR MAINTENANCE OF ANY PART OR WHOLE OF THESE PLANS BY ANY INDIVIDUAL OR COMPANY OTHER THAN HPLC.

SITE NOTES:	
QUANTITY	DESCRIPTION
283,742 sf	TOTAL PAVEMENT AREA
122,609 sf	TOTAL VINEYARD AREA
533,925 sf	TOTAL BUILDING/HANDSCAPE A.I.C. AREA
528 sq	TOTAL PARKING STALLS
554 sq	TOTAL DECIDUOUS & EVERGREEN TREES
3,199 sq	TOTAL DECIDUOUS & EVERGREEN SHRUBS

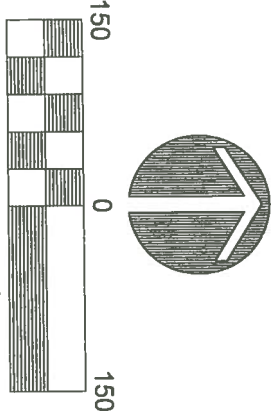
LANDSCAPE LEGEND:

SYMBOL	QUANTITY	DESCRIPTION
	3,210 lf	EDGING (4" BLACK, POWDER COATED STEEL/BLACK PLASTIC)
	259 sq	1-4' MAN SIZE BASALT ACCENT ROCK
	1,829 sf	WATER FEATURE AREA (1'-1/2" WASHED ROCK/2'-8" COBBLE ROCK MAX)
	2 sq	SMALL FLAT ROCK SIGN MOUNTMENT AND COLUMNAR BASALT ROCKS
	2 sq	LARGE FLAT ROCK SIGN MOUNTMENT AND COLUMNAR BASALT ROCKS
	82,000 sf	BED AREA (FRACTURED BASALT ROCK)
		LAWN AREA (SOD/HYDROSEED)

SYMBOL	QUANTITY	PLANTING SIZE	COMMON NAME	SCIENTIFIC NAME
	8	15-Gal	Bloodgood Japanese Maple	Acer palmatum 'Bloodgood'
	4	1"-Gal	Thunbergii Japanese Maple	Acer palmatum 'Dissectum'
	9	1 1/4"-Gal	Freezing Droygood	Cornus florida
	36	1 1/2"-Gal	Autumn Blaze Maple	Acer rubrum 'Autumn Blaze'
	45	1 1/2"-Gal	Cleveland Select Freezing Pear	Pyrus calleryana 'Cleveland Select'
	36	1 1/2"-Gal	Counseer Hornbeam	Carpinus betulus 'Fastigiatd'
	12	1 1/2"-Gal	European Mountain Ash	Sorbus aucuparia
	23	1 1/2"-Gal	Green Spire Linden	Tilia cordata 'Green Spire'
	104	1 1/2"-Gal	Newport Plum	Prunus cerasifera 'Newport'
	56	1 1/2"-Gal	Quaking Aspen	Populus tremuloides
	28	1 1/2"-Gal	Red Sunset Maple	Acer rubrum 'Red Sunset'
	65	1 1/2"-Gal	Redspire Pear	Pyrus calleryana 'Redspire'
	80	5-6'	Austrian Pine	Pinus nigra
	8	5-6'	Emerald Isle Leyland Cypress	Cupressocypripis leylandii 'Merced'
	8	5-6'	Vonderwolf Pine	Pinus flexilis 'Vonderwolf'
	34	8-9'	Arctic Weeping Cedar	Chamaecypripis nootkaticensis 'Pendula'
	337	1-Gal	Blue Oak Grass	Hedera helix americana
	97	1-Gal	Desert Sunrise Hummingbird Mint	Agastache x 'Desert Sunrise'
	334	1-Gal	Korf Feateler Heather 'Red Oasis'	Calluna heptaphylla x 'Gruendchen 'Korf Feateler'
	182	1-Gal	Little Bunny Dwarf Fountain Grass	Pennisetum setosum 'Little Bunny'
	137	1-Gal	Magic Carpet Spirea	Spiraea japonica 'Magic Carpet'
	43	1-Gal	May Night Spirea	Spiraea x superba
	386	1-Gal	Murdered Landerer	Lonicera xylosteum 'Murdered'
	88	1-Gal	Russian Sage	Perovskia
	585	1-Gal	Stale D'oro Dogfly	Hemerocallis speciosa
	67	2-Gal	Crimson Pygmy Berberry	Berberis thunbergii 'Crimson Pygmy'
	50	2-Gal	Dark Horse Weigela	Weigela florida 'Dark Horse'
	120	2-Gal	Dwarf Burning Bush	Eonymus alatus
	83	2-Gal	Dwarf Mugo Pine	Pinus mugo mugo
	50	2-Gal	Potentialis 'Inzichten' Goldfinger	Potentilla fruticosa 'Goldfinger'
	118	2-Gal	Cedroned Spirea	Spiraea japonica 'Goldmund'
	161	2-Gal	Otto Lyman Laurel	Prunus laurocerasus 'Otto Lyman'
	97	2-Gal	Red-Twig Dogwood	Cornus alternifolia
	16	2-Gal	Winter Gem Broomed	Buxus microphylla 'Winter Gem'
	66	5-Gal	Freezing Quince	Chaenomeles speciosa
	157	5-Gal	Madon Her Grass	Miscanthus sinensis 'Madon Grass'
	15	B & B	Schubia Laurel	Prunus laurocerasus 'Schubia'

GENERAL LANDSCAPE NOTES:

- 1). EXCAVATION AND OFF-SITE DISPOSAL OF ANY EXISTING LAWN/PLANTS/BED TREATMENTS NOT TO REMAIN, (BY GENERAL CONTRACTOR), SUB-GRADES, INCLUDING BEAMS, TO WITHIN 1/8TH FOOT PROVIDED BY GENERAL CONTRACTOR UNLESS OTHERWISE NOTED.
- 2). INSTALL 2-3" FRACTURED BASALT ROCK OVER REMAINDER OF DRAINAGE POND. INSTALL OUTCROP ROCKS TO NATURALIZE.
- 3). INSTALL THE AUTOMATIC IRRIGATION SYSTEM, SYSTEM TO USE DIGITAL CONTROLLER, AUTOMATIC CONTROL VALVES, AND SPRAY/ROTOR HEADS WITH HEAD TO HEAD COVERAGE.
- 4). DELIVER AND PLACE 1-4' LAMN SIZE BASALT ACCENT ROCKS.
- 5). DELIVER, PLACE, AND GRADE ON-SITE TOPSOIL IN A 2" LIFT IN LAWN AREAS.
- 6). INSTALL 4" 12 GAUGE BLACK STEEL EDGE AT ALL BED/LAWN INTERFACES.
- 7). LAYOUT AND INSTALL PLANT MATERIALS.
- 8). INSTALL PRE-EMERGENT IN ALL FORMAL BED AREAS.
- 9). INSTALL A 2-3" LIFT OF 1-1/2" SIZED FRACTURED BASALT ROCK IN ALL FORMAL BED AREAS.
- 10). FINE GRADE TO 1" BELOW TOP OF SURROUNDING HARDSURFACES, INSTALL SOD ROLLS, AND LIGHTLY ROLL FOR ALL FORMAL LAWN AREAS.
- 11). CLEAN UP TO A BROAD CLEAN CONDITION.



HERITAGE
PROFESSIONAL
LANDSCAPE, INC.
2816 W. 27th Avenue
Kennewick, Wa. 99336
Phone (509) 586-0744
Fax (509) 586-1754
www.hheritagelandscape.com
Sellers by Appointment

EMBASSY SUITES & EXTENDED STAY HOTEL WILD CANYON - RICHLAND, WA.

PROJECT NO.	
SHEET NO.	1 OF 1
DATE	8-23-11
DRAWN BY:	JH
CHECKED BY:	
DESIGNED BY:	
APPROVED BY:	
PROJECT NAME	LANDSCAPE PLAN



CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (S2016-104 & Z2016-107)

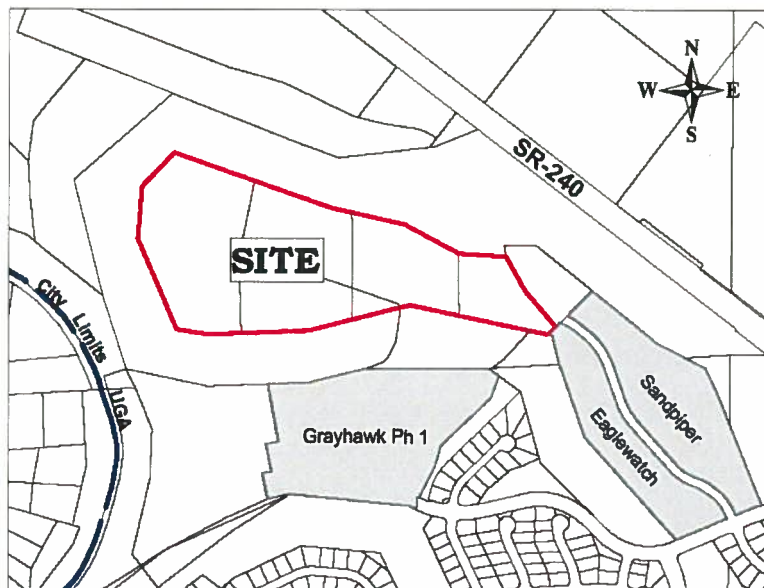
Notice is hereby given that Northstone Richland LLC on November 9, 2016, filed an application for preliminary plat approval to subdivide an approximately 33.31 acre site into 121 single family residential lots (Preliminary Plat of Wild Canyon) and to rezone the same site from Commercial-Limited Business (C-LB) and Multi-Family Residential (R-3) to Medium-Density Residential (R-2). The proposed plat is in the Horn Rapids Community, located north of the 3rd fairway, east of the 4th fairway, south of the 5th fairway and west of the plat of Eaglewatch. The proposed plat would have an average lot size of 8,653 square feet.

Notice is also given that the City of Richland has determined that this proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for 14 days.

The Richland Hearings Examiner, on Thursday January 26, 2017, 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 their 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, January 18, 2017 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.



AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

COMES NOW, Kathy Anderson, 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 3RD day of January, 2017, I mailed a copy of the attached NOTICE OF APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice of application and public hearing is related to preliminary plat approval to subdivide an approximately an approximately 33.31 acre site into 121 single family residential lots (Preliminary Plat of Wild Canyon) and to rezone the same site from Commercial-Limited Business (C-LB) and Multi-Family Residential (R-3) to Medium-Density Residential (R-2). The proposed plat is in the Horn Rapids Community, located north of the 3rd fairway, east of the 4th fairway, south of the 5th fairway and west of the plat of Eaglewatch.

Kathy Anderson
Print Name: Kathy Anderson

SIGNED AND SWORN to before me this 3rd day of Jan, 2017 by Kathy Anderson.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennewick WA
My appointment expires: 7-10-2020

Cynthia Lynn Somers

AFFIDAVIT OF POSTING

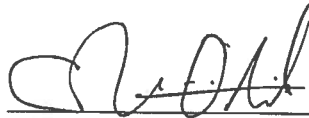
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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.

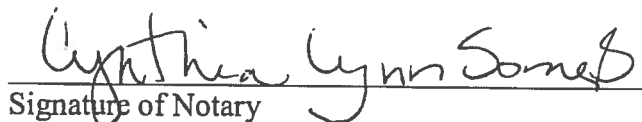
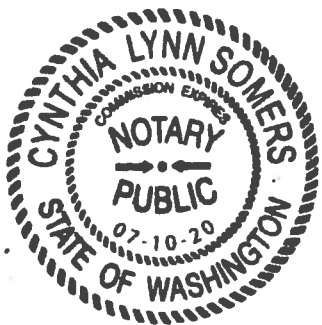
2. On the 27th day of December, 2016, I posted the attached NOTICE OF PUBLIC HEARING, File Numbers S2016-103 & S2016-104 on the property at:

PIN # 1- 20084000002008

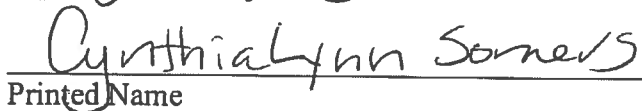


Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 18th day of January, 2017 by SHANE O'NEILL.



Signature of Notary



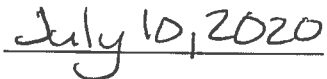
Printed Name

Notary Public in and for the State of Washington,

Residing in



My appointment expires:



**City of Richland
Notice of Public Hearing**

File No: S2016-104 & Z2016-107

Proponent: Northstone Richland LLC

Proposal: Preliminary Plat of Wild Canyon to divide 33.31 acres into 121 single family residential lots together with rezoning the site from C-LB and R-3 to R-2.

Location: Horn Rapids Community, located north of the 3rd fairway, east of the 4th fairway, south of the 5th fairway and west of the plat of Eaglewatch.

Hearing: Before the Richland Hearing Examiner on Thursday, January 26, 2017 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

Horn Rapids Master Planned Community



- Located in North Richland, Washington
- Approximately 1/3 of Horn Rapids is dedicated to recreation, parks and greenbelts.
- Elementary school, day care facility and a 100,000 - 15,000 square foot "Village Center" are planned.
- Up to 3,050 new homes of many types, sizes and price ranges.
- 835 Acres
- Many homes will be located along the golf course, greenbelts, parks or near Horn Rapids lakes.
- 18-hole Championship target golf course.

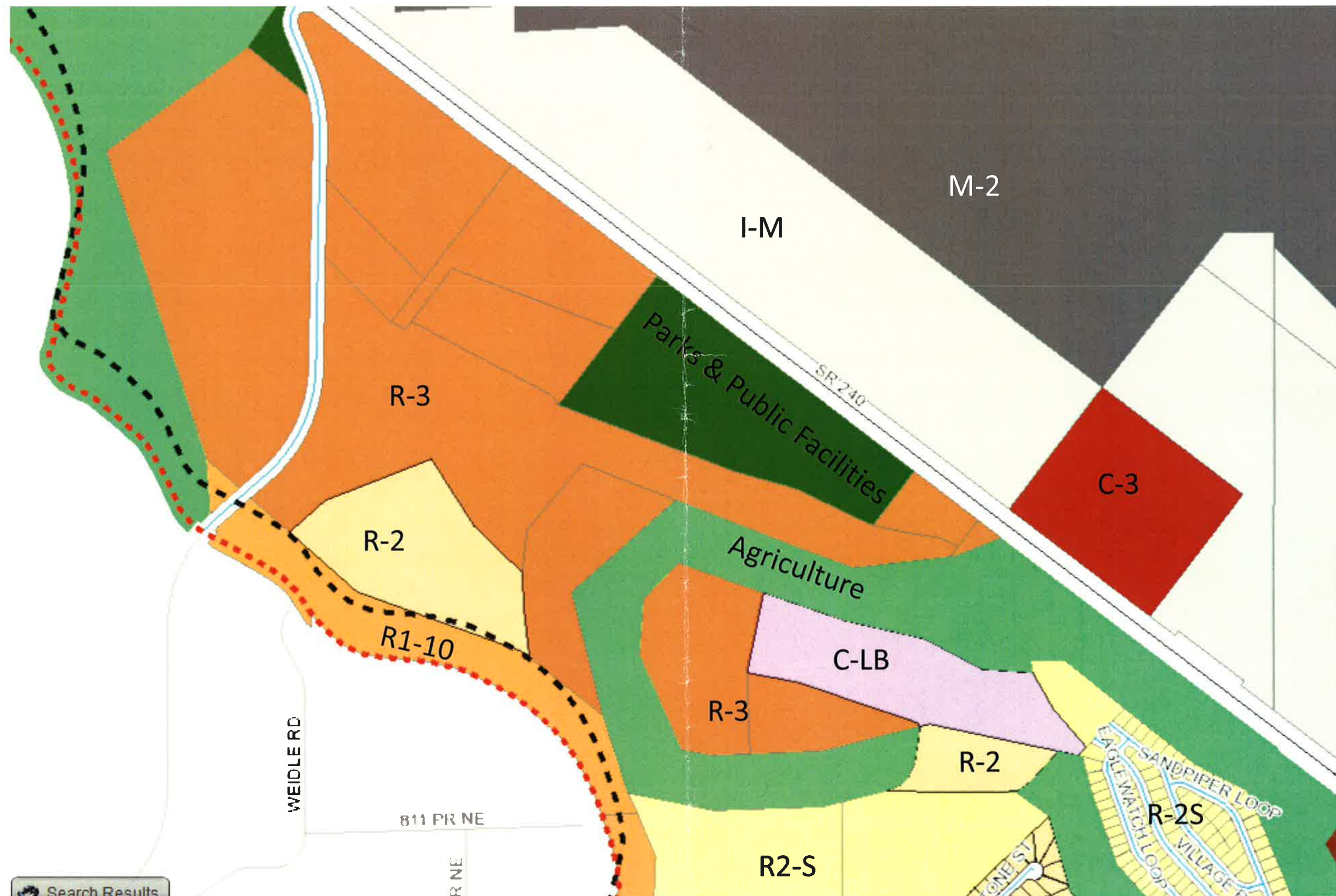
This map is an artist's rendering of the Horn Rapids community and is not to scale. Modifications will likely occur in the entire development plan as Horn Rapids grows, matures, and serves its customers.



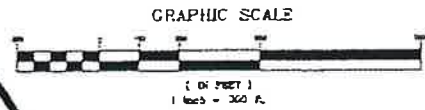
HORN RAPIDS

For new home information, call

Developer: North Stone Richland, LL,C



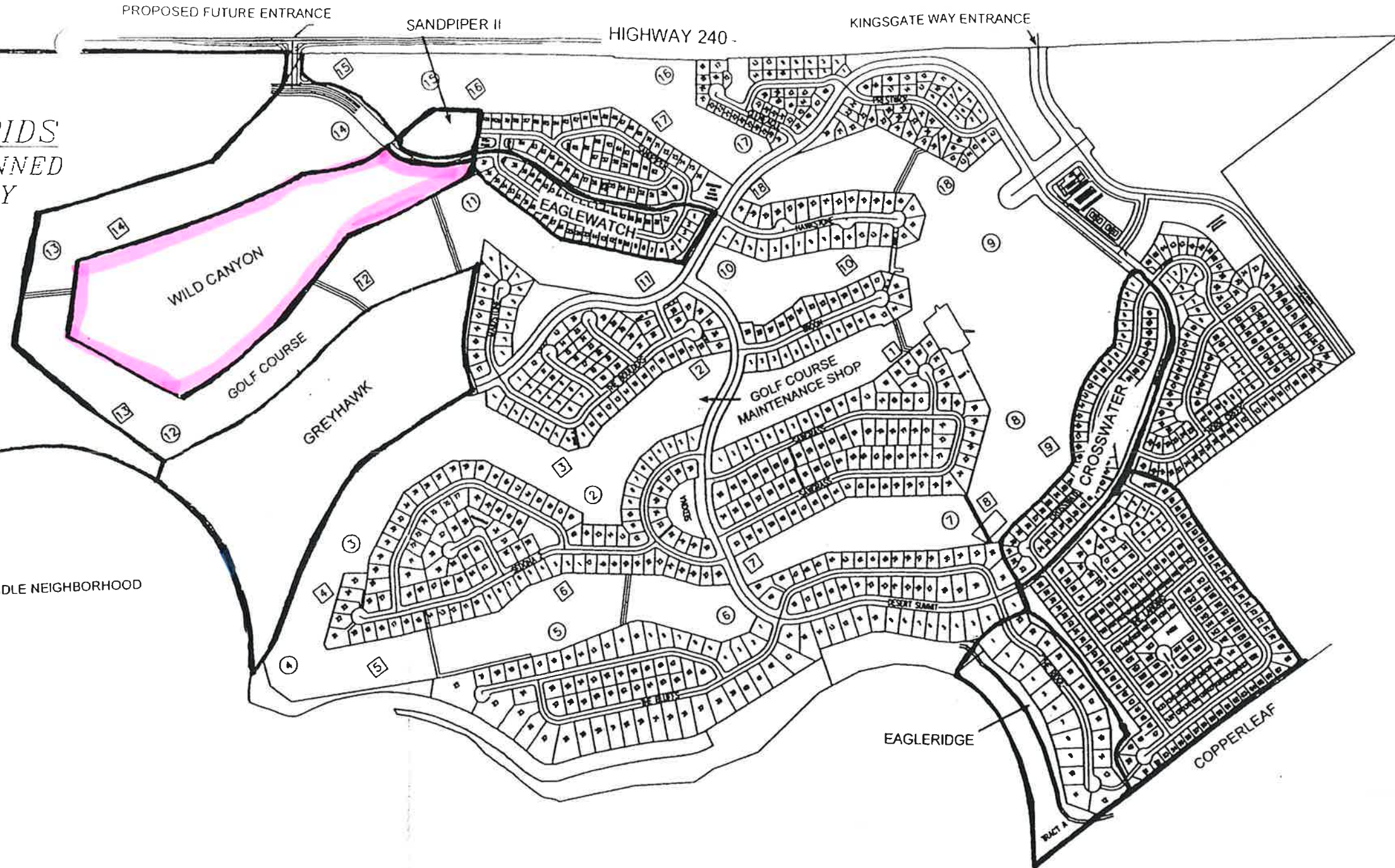
*HORN RAPIDS
MASTER PLANNED
COMMUNITY*



150-ACRE FUTURE
DEVELOPMENT AREA

NORTH AREA

WEIDLE NEIGHBORHOOD



SOUTH AREA

SEPA ENVIRONMENTAL CHECKLIST

UPDATED 2014

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

[Wild Canyon Subdivision](#)

2. Name of applicant: [\[help\]](#)

[North Stone Richland, LLC](#)

3. Address and phone number of applicant and contact person: [\[help\]](#)

4. Date checklist prepared: [\[help\]](#) 12/02/16
5. Agency requesting checklist: [\[help\]](#) City of Richland
6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#) Construction of the first phase is expected in Spring 2017.
7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#) No
8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#) Horn Rapids Master Planning - 1993
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. [\[help\]](#) No
10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#) None
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.) [\[help\]](#) Develop approximately 33 acres into 121 single-family residential lots and 4 tracts, including zone change request.
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. [\[help\]](#) Horn Rapids Community, APN 1-200-8400-000-2005, 1-200-8400-000-2006, 1-200-8400-000-2007 and 1-200-8400-000-2008

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth

- a. General description of the site [\[help\]](#)
(circle one): Flat, [rolling](#), [hilly](#), steep slopes, mountainous,
other _____
- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#) 15 Percent

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. [\[help\]](#) Sand

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#) 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. [\[help\]](#) Much of the acreage will be graded to accommodate the improvements, to balance the site and eliminate the need for any imported or exported materials.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#) Minor erosion from wind could occur during construction.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#) About 40 Percent

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#) Erosion will be controlled in conformance with an approved erosion and sediment control plan and dust control plan..

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. [\[help\]](#) There will be dust associated with the operation of construction equipment during construction. Local vehicle traffic after construction.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#) No

c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#) Dust Control during construction.

3. Water

a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#) 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. [\[help\]](#) 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. [\[help\]](#) None

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#) No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#) No

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#) 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. [\[help\]](#) No

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. [\[help\]](#) City Sewer

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. [\[help\]](#) Once the roads are completed the storm water runoff will be collected and discharged into drywells and infiltration basins.

2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#) 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: Erosion control will conform to City specifications

4. Plants [\[help\]](#)

a. Check the types of vegetation found on the site: [\[help\]](#)

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☒ shrubs
- ☒ grass
- ☐ pasture
- ☐ crop or grain
- ☐ Orchards, vineyards or other permanent crops.
- ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other
- ☐ other types of vegetation

b. What kind and amount of vegetation will be removed or altered? [\[help\]](#) Brush will be cleared

c. List threatened and endangered species known to be on or near the site. [\[help\]](#) None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#) Landscaping will conform to City specifications.

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: [\[help\]](#)

birds: [hawk](#), [heron](#), eagle, [songbirds](#), other: [burrowing owls](#)
mammals: deer, bear, elk, beaver, other: [Rabbits & Mice](#)
fish: bass, salmon, trout, herring, shellfish, other _____

b. List any threatened and endangered species known to be on or near the site. [\[help\]](#) None

c. Is the site part of a migration route? If so, explain. [\[help\]](#) Yes, the entire Columbia Basin is part of a migration route.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

e. List any invasive animal species known to be on or near the site.

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. [\[help\]](#) Electricity and natural gas will provide energy for residential housing.
- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)
- 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: [\[help\]](#)

Current energy codes for residential structures will be enforced

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. [\[help\]](#) None
- 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 required

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#) Residential traffic
- 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. [\[help\]](#) During construction of infrastructure construction noise would occur between the hours of 7 a.m. – 5 p.m. There should be no permanent noise increase.
- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#) Construction activities will be limited to daytime hours.

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. [\[help\]](#) The land is currently undeveloped, vacant land, surrounded by a golf course and residential housing.
- 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? [\[help\]](#) No
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversized equipment access, the application of pesticides, tilling, and harvesting? If so, how: No
- c. Describe any structures on the site. [\[help\]](#) None
- d. Will any structures be demolished? If so, what? [\[help\]](#) No
- e. What is the current zoning classification of the site? [\[help\]](#) R-2 and R-3
- f. What is the current comprehensive plan designation of the site? [\[help\]](#) Medium Density Residential
- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#) N/A
- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#) No
- i. Approximately how many people would reside or work in the completed project? [\[help\]](#) 99 x 3.5 = 347 people
- j. Approximately how many people would the completed project displace? [\[help\]](#) None
- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#) None
- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#) Adhere to City's platting and development standards.
- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: Adhere to City's platting and development standards.

9. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#) The project involves developing 121 single-family residences. Typical construction will be representative of middle-high income housing.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#) None
- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#) The project will be developed in phases, as the residential housing market dictates.

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? [\[help\]](#) Normal residential housing. Some units may be 2-story structures due to the sloping topography. Exterior building materials will vary, but will be consistent with middle to high income housing construction.
- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#) The property would change from vacant land to single-family residences.
- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#) Normal residential housing standards.

11. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#) None
- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#) No
- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#) None
- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#) None

12. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#) Horn Rapids Golf Course
- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#) No
- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#) None

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. [\[help\]](#) None

- 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. [\[help\]](#) None
- 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. [\[help\]](#) None
- 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. [If artifacts are discovered, work will be stopped and the appropriate agencies will be notified.](#)

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. [\[help\]](#) State Route 240 will provide primary access to the proposed project
- 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? [\[help\]](#) None, 4 miles to Steven's Center.
- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#) 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). [\[help\]](#) Construction of Public streets will be required, including the Village Parkway connection to SR 240.
- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#) 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? [\[help\]](#) It is estimated that approximately 1,156 trips would be generated by the project. Peak volumes are anticipated to occur during workday p.m. periods.
- 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: [\[help\]](#) None

15. Public services

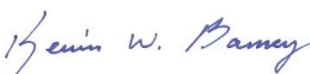
- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)
The development will require expansion of the service area of existing public services. New homes in the development are anticipated to be occupied by existing homeowners relocating and new growth in Richland. The new growth is the component that will likely necessitate expanding public services.
- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)
The new lots will increase the tax base and participate in normal funding for public services.

16. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
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. [\[help\]](#) Electricity, Water, Sewer and Refuse service is by the City.
Phone – Frontier Communications,
Cable TV – Charter Communications
Gas – Cascade Natural Gas

C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Kevin W. Barney

Position and Agency/Organization Associate Principal, HDJ Design Group, a Division of PBS Engineering.

Date Submitted: 12/02/16

D. supplemental sheet for nonproject actions [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.



File No. EA2016-40

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: Subdivision of approximately 33 acres into 121 single family residential lots and 4 tracts and includes a change in zoning from Commercial Limited Business and Multi-Family Residential to R-2 Medium Density Residential.

Proponent: North Stone Richland, LLC

Location of Proposal: Horn Rapids Community, located north of the 3rd fairway, east of the 4th fairway, south of the 5th fairway and west of the plat of Eaglewatch.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- () There is no comment for the DNS.
- (X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days. Comments must be submitted by **January 18, 2017.**
- () 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: Development Services Manager

Address: P.O. Box 190, Richland, WA 99352

Date: Issued December 28, 2016

Signature _____

**CITY OF RICHLAND
PUBLIC WORKS DEPARTMENT
DEVELOPMENT COMMENTS**

DATE: January 17, 2017

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: WILD CANYON AT HORN RAPIDS

PROJECT LOCATION: HORN RAPIDS – SW OF THE PLAT OF SANDPIPER

The Public Works Department has reviewed the preliminary plat received in this office on December 29, 2016 for the above referenced property and has the following conditions.

General Conditions:

1. The existing off-site easements and the plat of Greyhawk to the south of this property needs to be labeled on the pre-plat drawing.
2. 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.
3. 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.
4. 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.
5. Pursuant to Richland Municipal Code Section 12.08 any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to 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. The right of way construction permit requires indemnification of the City and provision of insurance meeting the requirements of the municipal code.

6. 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 from the approved permit design drawings. 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.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Administration and Engineering Division at 942-7500 to schedule a pre-construction conference.
9. 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'.
10. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
11. 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/>
12. This property will be serviced by the City of Richland's non-potable water system for all outdoor landscape irrigation needs. The designing Engineer shall submit plans for the proposed irrigation system to the City as part of his right-of-way permit application submittal. Easements shall be provided on the final plat for this system where needed.
13. 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:

14. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.

- J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. 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. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - X. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - Y. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Z. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
15. 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.
16. 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.

17. 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:

- 18. Village Parkway currently does not exist from the plat of Sandpiper to the second entrance off of SR240. If this section of Village Parkway is constructed by another project prior to phase 1 of Wild Canyon, its frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. If Village Parkway has not yet been constructed then phase 1 shall construct it from its terminus at Sandpiper to the second entrance location off of highway SR240. This work shall include construction of the second entrance itself within the SR240 Right-of-Way.
- 19. A ten-foot public utility easement along the Village Parkway frontage shall be provided on the face of the final plat.
- 20. A note will be shown on the face of the final plat stating that Village Parkway is classified as an "Arterial Collector street". Subsequently, no driveways accessing single family lots will be allowed onto it.
- 21. Street lights shall conform to the City's Material Specifications document (MSTSTRTLT5) and fixtures shall have the appropriate wattage and spacing for the roadway classification based on a

“low” pedestrian conflict area. Copies of these documents are available upon request. Street light fixture wattages shall be shown on the plans.

22. 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.
23. 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.).
24. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
25. 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:

26. The Horn Rapids domestic water master plan shows a water connection between this preliminary plat and the plat of Quail Ridge to the north and west, and also to the plat of Grayhawk to the south (previously called the “Highlands”). It was determined that the water connection to Grayhawk was not needed as another connection elsewhere will be made, however the connection across the golf course to Quail Ridge will be needed. This connection shall be made during phase 4 (or with the phase that constructs the 48th lot) to eliminate a long dead end water line and also provide redundancy and eliminate stagnant water (or as needed to provide necessary fire flows). Easements shall be provided for the off-site water main and it shall be installed at standard depths below future road grades.
27. 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.
28. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

29. 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.
30. Sanitary sewer shall be extended to the plat boundary in line with the appropriate existing easements across the golf course. The west half of this project may need to drain west across the golf course to the plat of Quail Ridge, per the Horn Rapids sanitary sewer master plan.

Storm Water:

31. 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.

32. 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.
33. The flow-rate of the public storm drainage system shall be designed using the 2-Year, 3-Hour short duration Eastern Washington storm for pipe and inlet sizing using SCS or Santa Barbara method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.
34. 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.
35. 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.
36. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
37. 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.
38. 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.

39. 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.

Irrigation:

40. The non-potable irrigation system supplying the Horn Rapids development and golf course is currently serviced by a single delivery point across SR240 near the Kingsgate Way intersection. Past analysis of the system indicated that a second connection to the irrigation water source north of SR240 was needed to support further development. This project shall design and construct this second connection. The available connection point lies north of SR240 on City-owned property that is currently leased for agricultural purposes. Construction of the required pipeline will be subject to the terms of the City's lease. The pipeline construction will also be subject to WSDOT permit requirements for crossing SR240.

Final Platting / Project Acceptance Requirements:

41. 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.
42. 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.
43. 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.
44. 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.
45. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
46. A note shall be placed on the face of the plat that states: "*The City of Richland's standard for storm pond maintenance consists of semi-annual vegetation abatement and specifically does not include irrigation, landscaping or other aesthetic improvements.*"

47. A note shall be placed on the face of the plat that states: *"All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain."*
48. A one-foot wide "No access / screening easement" will be required along the Village Parkway Right of Way.
49. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
50. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
51. Any restricted parking areas shall be indicated on the final plats.



**Washington State
Department of Transportation**

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

January 18, 2017

City of Richland Development Services
P.O. Box 190
Richland, WA 99352

Attention: Rick Simon, Development Services Manager

Subject: EA2016-39 & EA2016-40 - Quail Ridge & Wild Canyon
SR 240 milepost 26 vicinity, right
North Stone Richland, LLC.

We have reviewed the proposed subdivisions and have the following comments.

- The subject property is adjacent to State Route 240 (SR 240), a partially-controlled limited access facility with a posted speed limit of 55 miles per hour. WSDOT has acquired all access rights to the highway. Private direct access is prohibited. Access shall be via the future Village Parkway/SR 240 intersection and the existing Kingsgate/SR 240 intersection.
- SR 240 is an existing facility. The proponent and future residents should be aware they are proposing residential development in an area with existing traffic noise. They should also expect the traffic noise to continue to grow into the future. It is the developer's responsibility to dampen or deflect any traffic noise for this development.
- WSDOT is currently coordinating with the proponent and the City on the construction of the approved Village Parkway intersection this spring. WSDOT review and approval of the plans is required and a developer agreement to construct the intersection at the developer's expense is being prepared.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding our comment, please contact me at (509) 577-1633.

Sincerely,

Rick Holmstrom
Development Services Engineer

RH: jjp

cc: SR 240, File #4
Kara Shute, Area 3 Maintenance Superintendent

(S2016-104 Wild Canyon)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT (S2016-104)
JANUARY 19, 2017**

APPLICANT: NORTHSTONE RICHLAND, LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE
33.31 ACRES INTO 121 RESIDENTIAL LOTS, (WILD
CANYON).

LOCATION: HORN RAPIDS COMMUNITY, NORTH OF THE 3RD
FAIRWAY, EAST OF THE 4TH FAIRWAY, SOUTH OF THE
5TH FAIRWAY AND WEST OF THE PLAT OF
EAGLEWATCH.

ENGINEER: HDJ DESIGN GROUP

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. Approval of the Wild Canyon plat application is contingent upon and shall not take effect unless and until the project site has been rezoned to R2-S Medium Density Residential.
2. 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.
3. The street addresses shall be finalized at time of final plat submittal and review. Street addressing shall be in conformance to RMC Chapter 12.01. The following note shall be placed on the final plat(s): **“Address numbers [noted in brackets] are subject to change by the City of Richland at time of building permit issuance.”**
4. The following note shall be placed on the final plat(s): **“Lots within this plat are reserved for detached single family residences only. No duplexes or attached single family residences shall be permitted.”**
5. A Centralized Delivery Unit (CBU) mailbox shall be installed that meets the standards of the United States Postal Service.

6. A Secondary Emergency Vehicle Access (SEVA) road shall be constructed as depicted on the preliminary plat map of Wild Canyon. 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 across the golf course.
7. 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.
8. 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.
9. The applicant shall comply with City and state noise standards throughout the construction of the project.
10. 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.

Format, plans, permits drawings:

11. The existing off-site easements and the plat of Grayhawk to the south of this property needs to be labeled on the pre-plat drawing.
12. 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.
13. 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.

14. 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.
15. Pursuant to Richland Municipal Code Section 12.08 any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to 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. The right of way construction permit requires indemnification of the City and provision of insurance meeting the requirements of the municipal code.
16. 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 from the approved permit design drawings. 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.
17. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
18. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Administration and Engineering Division at 942-7500 to schedule a pre-construction conference.
19. 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’.

20. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
21. 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/>
22. This property will be serviced by the City of Richland's non-potable water system for all outdoor landscape irrigation needs. The designing Engineer shall submit plans for the proposed irrigation system to the City as part of his right-of-way permit application submittal. Easements shall be provided on the final plat for this system where needed.
23. 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:

24. Public improvement design shall follow the following general format:
 - A. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - B. Storm sewer shall be aligned on the south and east side of street centerlines.
 - C. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - D. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - E. Water lines shall be aligned on the south and east side of street centerlines.
 - F. Watermains larger than 8-inches in diameter shall be ductile iron.
 - G. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - H. All watermains outside areas zoned R1 shall be ductile iron.
 - I. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - J. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC, C900 PVC or ductile iron. The entire main from manhole to manhole shall be the same material. 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. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.

- N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
 - P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
 - V. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - W. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
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- A. 2-inches compacted gravel, minimum (temp. SEVA only).
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 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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Survey Monument Protections:

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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:

28. Village Parkway currently does not exist from the plat of Sandpiper to the second entrance off of SR240. If this section of Village Parkway is constructed by another project prior to phase 1 of Wild Canyon, its frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it is developed. If Village Parkway has not yet been constructed then phase 1 shall construct it from its terminus at Sandpiper to the second entrance location off of highway SR240. This work shall include construction of the second entrance itself within the SR240 Right-of-Way.
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35. 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:

36. The Horn Rapids domestic water master plan shows a water connection between this preliminary plat and the plat of Quail Ridge to the north and west, and also to the plat of Grayhawk to the south (previously called the “Highlands”). It was determined that the water connection to Grayhawk was not needed as another connection elsewhere will be made, however the connection across the golf course to Quail Ridge will be needed. This connection shall be made during phase 4 (or with the phase that constructs the 48th lot) to eliminate a long dead end water line and also provide redundancy and eliminate stagnant water (or as needed to provide necessary fire flows). Easements shall be provided for the off-site water main and it shall be installed at standard depths below future road grades.
37. 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.
38. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

39. 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.
40. Sanitary sewer shall be extended to the plat boundary in line with the appropriate existing easements across the golf course. The west half of this project may need to drain west across the golf course to the plat of Quail Ridge, per the Horn Rapids sanitary sewer master plan.

Storm Water:

41. 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.
42. 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.

43. 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.
44. 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.
45. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 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.
46. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
47. 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.

48. 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.
49. 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.

Irrigation:

50. The non-potable irrigation system supplying the Horn Rapids development and golf course is currently serviced by a single delivery point across SR240 near the Kingsgate Way intersection. Past analysis of the system indicated that a second connection to the irrigation water source north of SR240 was needed to support further development. This project shall design and construct this second connection. The available connection point lies north of SR240 on City-owned property that is currently leased for agricultural purposes. Construction of the required pipeline will be subject to the terms of the City's lease. The pipeline construction will also be subject to WSDOT permit requirements for crossing SR240.

Final Platting / Project Acceptance Requirements:

51. 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.
52. 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.

53. 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.
54. 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.
55. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association.
56. A note shall be placed on the face of the plat that states: ***“The City of Richland’s standard for storm pond maintenance consists of semi-annual vegetation abatement and specifically does not include irrigation, landscaping or other aesthetic improvements.”***
57. A note shall be placed on the face of the plat that states: ***“All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.”***
58. A one-foot wide “No access / screening easement” will be required along the Village Parkway Right of Way.
59. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
60. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
61. Any restricted parking areas shall be indicated on the final plats.

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017,
by and between the CITY OF RICHLAND and North Stone Richland, LLC (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by the North Stone Richland, LLC, (hereinafter "Petitioner") for a change of zone covering a 33.31 acre site located in Benton County, Washington (hereinafter "Property") and more particularly described in Ordinance No. _____.

NOW, THEREFORE, it is agreed that if the subject Property is rezoned from C-LB – Commercial Limited Business and R3 – Multifamily Residential to R2-S - Single Family Residential Small Lot. Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

1. Development of the subject property shall be consistent with the proposed preliminary plat of Wild Canyon.
2. Residential development shall conform to the standards contained in the R2-S – Single Family Residential Small Lot zoning district as they exist now or are hereinafter amended; except that; only detached single family dwellings shall be permitted. No one-family attached dwellings or two-family detached dwellings shall be permitted within the Wild Canyon subdivision.

This agreement shall be placed of record and the terms and conditions thereof shall be a covenant running with the land and included in each deed and real estate contract executed by Petitioners with respect to the subject Property or any part thereof. The City of Richland shall be deemed a beneficiary of this covenant without regard to

whether it owns any land or interest therein in the locality of the subject Property and shall have the right to enforce this covenant in any court of competent jurisdiction.

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

CITY OF RICHLAND

Cindy Reents
City Manager

North Stone Richland, LLC
Petitioner

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 02-17, Approving Formation of a Transportation Benefit District

Department:
Public Works

Ordinance/Resolution Number:
02-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 02-17, forming the Richland Transportation Benefit District.

Summary:

The City's street system includes 260 miles of street, or 589 lane miles of pavement. For the past decade, the City has invested approximately \$1.2 million per year in its Pavement Preservation Program. The City's pavement management system estimates that approximately \$3 million is needed each year to maintain the system in acceptable condition. At the current investment level, the City's streets will continue to deteriorate.

Since 2007, the City has committed to complete the Duportail/Stevens Corridor improvements. The corridor was planned to improve mobility and travel safety between downtown Richland and southwest Richland. The last remaining segment to be completed is the Duportail Bridge. A significant majority of the \$37.46 million budget for the Bridge is available from Washington State funding programs, however the 2017-2030 Capital Improvement Plan identifies the need for a City-financed \$4.45 million bond issue to complete the funding package.

A Transportation Benefit District (TBD), as authorized by RCW Chapter 36.73, is a tool to address both of the funding needs discussed above. A TBD is an independent, quasi-governmental agency empowered to raise and expend funds to address transportation challenges. The proposed Richland TBD would include the entire City boundary, be governed by City Council acting *ex officio* and independently, and would be empowered to raise and expend funds only for the Pavement Preservation Program and the Duportail Bridge. The TBD would end (dissolve) when both needs are satisfied, but no later than December 31, 2039.

Proposed Ordinance No. 02-17 would create the Richland TBD. On February 21, 2017, Council conducted a public hearing as required by state law before considering formation of a TBD. A summary of the testimony received is attached.

First Reading of the Ordinance was approved on March 7, 2017.

Fiscal Impact:

There is no fiscal impact associated with Ordinance No. 02-17. The funding proposal staff intends to bring before the District in April will raise new revenue as described in the February 21, 2017 Public Hearing introduction and on the City's web site.

Attachments:

1. Ordinance No. 02-17
2. Public Hearing Testimony

ORDINANCE NO. 02-17

AN ORDINANCE of the City of Richland establishing a Transportation Benefit District; specifying the boundaries of the Transportation Benefit District; establishing the Transportation Benefit District Governing Board; specifying the transportation improvements to be funded by the Transportation Benefit District; approving other provisions related to the establishment of a Transportation Benefit District as provided for by state law; and adopting a new Chapter 5.51 to Title 5 of the Richland Municipal Code.

WHEREAS, RCW 35.21.225 and Chapter 36.73 RCW authorize cities to establish a transportation benefit district for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the city that are consistent with any existing state, regional, or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels; and

WHEREAS, Chapter 36.73 RCW enhances the capability of cities, towns and counties to make and fund transportation improvements necessitated by economic development, and to improve the performance of the transportation system; and

WHEREAS, RCW 35.21.225 and Chapter 36.73 RCW authorize the City of Richland to establish, as a separate legal entity with taxing authority, a transportation benefit district within the City's jurisdiction for the levying of additional revenue sources for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district that are consistent with existing state, regional or local transportation plans and necessitated by existing and reasonably foreseeable congestion levels; and

WHEREAS, RCW 36.73.015 defines "transportation improvement" as a project contained in the transportation plan of the state, a regional transportation planning organization, city, county, or eligible jurisdiction as identified in RCW 36.73.020(2). A project may include investment in new or existing highways of statewide significance, principal arterials of regional significance, high capacity transportation, public transportation, and other transportation projects and programs of regional or statewide significance, including transportation demand management. Projects may also include the operation, preservation, and maintenance of these facilities or programs; and

WHEREAS, the geographical boundaries of the transportation benefit district shall be comprised of the corporate limits of the City of Richland as those boundaries presently exist or as they may exist following future annexations; and

WHEREAS, pursuant to RCW 36.73.020(3), the members of the City Council of the municipality proposing to establish the district as a separate legal entity, acting *ex officio* and independently, shall constitute the governing body of the transportation

benefit district; and

WHEREAS, the "Washington Transportation Plan for 2007-2026," adopted by the Washington State Transportation Commission, identifies in Section II that there is no more fundamental transportation investment than existing system preservation -- keeping the physical infrastructure in safe and efficient operating condition; and

WHEREAS, on June 21, 2016, the Richland City Council approved Resolution No. 130-16, adopting the City of Richland 2017-2022 Six-Year Transportation Improvement Program (TIP), which provides for local transportation improvements, as defined in RCW 36.73.015, and establishes a transportation plan for the City, as provided for in RCW 36.73.020; and

WHEREAS, the 2017-2022 Transportation Improvement Program includes completion of the Duportail Bridge between SR-240 and Queensgate Drive; and

WHEREAS, the City's 2017-2030 Capital Improvement Plan (CIP) includes an ongoing program known as the Pavement Preservation Program, the objective of which is to preserve and maintain the City's public streets pavement surfaces consistent with sound management of the City's vital public assets and the priorities established in the Washington Transportation Plan; and

WHEREAS, the Richland City Council has studied the funding requirements for the Duportail Bridge project and the Pavement Preservation Program, determining that both require dedicated local funding to provide their intended service; and

WHEREAS, the Richland City Council determines it to be in the best interest of the City of Richland to establish a city-wide transportation benefit district consistent with Chapter 36.73 RCW for the purposes of completing the Duportail Bridge project, protecting the City's long-term investments in infrastructure, reducing the risk of transportation facility failures and improving safety, continuing optimal performance of the infrastructure over time, and avoiding more expensive infrastructure replacement in the future; and

WHEREAS, the Richland City Council finds that the Duportail Bridge project and the Pavement Preservation Program are transportation improvements within the meaning of RCW 36.73.015; and

WHEREAS, on February 21, 2017, the Richland City Council conducted a public hearing in accordance with RCW 36.73.050 after giving proper notice describing the projects and activities to be funded by the transportation benefit district.

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

Section 1. The Richland City Council finds it to be in the public interest to provide adequate levels of funding for completion of the Duportail Bridge and the Pavement

Preservation Program through establishment of a city-wide transportation benefit district (TBD).

Section 2. A new section, entitled Transportation Benefit District, is hereby created and codified as RMC Chapter 5.51, and shall read as follows:

Title 5 LICENSING AND TAXATION

Chapters:

- 5.04 Business, Professions, and Occupations**
- 5.12 Soliciting and Canvassing**
- 5.13 Itinerant Merchants**
- 5.14 Sidewalk Use License**
- 5.15 Teenage Dance Halls and Rollerskating Rinks**
- 5.16 Admission Taxes**
- 5.20 Utility Occupation Tax**
- 5.21 Adult Use Establishment License and Regulation**
- 5.22 Taxicab and Transportation Network Companies**
- 5.25 Sales or Use Tax**
- 5.30 Public Massage Parlors and Public Bathhouses**
- 5.35 Lodging Tax**
- 5.36 Special Lodging Assessment**
- 5.40 Leasehold Excise Tax**
- 5.45 Excise Tax on Real Estate Sales**
- 5.50 Street Utility Charges**
- 5.51 Transportation Benefit District**
- 5.55 Appeal Procedure**

Chapter 5.51 Transportation Benefit District

Sections:

- 5.51.010 Purpose**
- 5.51.020 Formation of Transportation Benefit District**
- 5.51.030 Transportation Benefit District Boundaries**
- 5.51.040 Transportation Benefit District Governing Board**
- 5.51.050 Powers of the Transportation Benefit District**
- 5.51.060 Transportation Improvements Funded**
- 5.51.070 Dissolution of District**
- 5.51.080 Liberal Construction**
- 5.51.090 Severability**

5.51.010 Purpose.

The purpose of this chapter is to establish a Transportation Benefit District pursuant to

and consistent with RCW 35.21.225 and Chapter 36.73 RCW, as the City Council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the Duportail Bridge and the City's established Pavement Preservation Program.

5.51.020 Formation of a Transportation Benefit District.

The City of Richland, pursuant to RCW 35.21.225 and Chapter 36.73 RCW, hereby establishes and creates the City of Richland Transportation Benefit District, hereinafter referred to as the "Richland TBD."

5.51.030 Transportation Benefit District Boundaries.

The geographical boundaries of the Richland TBD shall be comprised of the corporate limits of the City of Richland as those boundaries presently exist or as they may exist following future annexations.

5.51.040 Transportation Benefit District Governing Board.

A. Consistent with RCW 35.21.225 and RCW 36.73.020(3), the governing board of the Richland TBD shall be the City of Richland City Council, acting in an *ex officio* and independent capacity. The Richland City Council shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW.

B. Meetings of the governing board shall be governed by the procedural rules applicable to the meetings of the City Council. Governing board actions shall be taken in the same manner and follow the same procedure as for the adoption of motions or resolutions by the City Council. Meetings of the governing board shall occur at regularly scheduled City Council meetings.

C. Pursuant to the requirements set forth in RCW 36.73.160(1), the governing board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan.

D. The governing board shall issue an annual report pursuant to the requirements of RCW 36.73.160(2).

E. The City's Finance Director shall be the *ex officio* treasurer of the Richland TBD.

F. The City Attorney shall serve as legal advisor to the Richland TBD, except where separate legal counsel is engaged at the direction of the Richland TBD governing board.

5.51.050 Powers of the Transportation Benefit District.

The Richland TBD shall possess all of the powers of a transportation benefit district authorized pursuant to Chapter 36.73 RCW, including, without limitation, the power under

RCW 36.73.040 to impose and collect a vehicle fee in accordance with RCW 82.80.140.

5.51.060 Transportation Improvements Funded.

A. The funds generated by the Richland TBD may be used for any purpose allowed by law, including to operate the Richland TBD and to make annual transportation improvements that are consistent with existing state, regional, or local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to Chapter 36.73 RCW. The funds shall be used specifically for financing the Duportail Bridge, and for annual improvements included in the City's Pavement Preservation Program.

B. The transportation improvements funded by the Richland TBD shall be made in an effort to reduce risk of transportation facility failure and to improve safety, decrease travel time, increase daily and peak period trip capacity, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.

C. The Richland TBD's projects may be amended in accordance with the material change policy described in Section 5.51.040 in accordance with the notice, hearing, and other procedures described in Chapter 36.73 RCW, including RCW 36.73.050(2)(b) as the same may be amended from time to time.

5.51.070 Dissolution of District.

A. The Richland TBD shall automatically dissolve when, as determined by resolution of the City council, all indebtedness of the district created to accomplish the improvements has been retired, and when all of the Richland TBD's anticipated responsibilities have been satisfied. Automatic dissolution shall occur on or before December 31, 2039.

B. In addition to automatic dissolution as set forth above, the governing board reserves the right, as set forth in Chapter 36.73 RCW, to cause the dissolution of the Richland TBD for any legal reason.

5.51.080 Liberal Construction.

This chapter shall be liberally construed to accomplish the purpose of establishing a transportation benefit district.

5.51.090 Severability.

A. If a section, subsection, paragraph, sentence, clause, or phrase of this chapter is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this chapter.

B. If the provisions of this chapter are found to be inconsistent with other provisions of

the Richland Municipal Code, this chapter is deemed to control.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 26, 2017

EXCERPT FROM THE FEBRUARY 21, 2017 COUNCIL MEETING MINUTES:

Public Hearing:

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

1. Formation of Transportation Benefit District - Ordinance No. 02-17

- Pete Rogalsky, Public Works Director

Mr. Rogalsky gave a presentation on the formation of the transportation benefit district including the definition of a Transportation Benefit District (TBD); the purpose of a TBD; the general powers of the District; what the Richland's TBD will accomplish; 2017 street budget; the Duportail Bridge funding sources; the Duportail Bridge schedule; revenue collected spending for the City's Pavement Preservation Program and the Duportail Bridge bond payment; next steps to form the TBD; and what the public input has been to date.

Councilmembers had a general question and answer period.

Mayor Pro Tem Christensen opened the public hearing at 8:03 p.m.

James Vance, 1400 Marshall Avenue, Richland, WA, thanked the Police and Fire Departments for the great work they do for the community. He asked what happened to the street maintenance funds that are not used during past mild winters. He said license tabs have gone up already to support projects on the westside of the state and believes the eastside of the state does not receive its fair share of the taxes for its projects and he does not want to pay more taxes if the eastside of the state does not benefit.

Carol Fellows, 1584 Cimarron Avenue, Richland, WA, said she is not against the Duportail Bridge, but she has concerns that citizens on fixed or low incomes will have a hardship to pay a \$20 car tab. She is concerned the car tab fee will increase over time and believes \$20 is too high of a fee. She asked if the City of West Richland is contributing to bridge as they will benefit from it as well and asked if other funding sources have been explored.

Francis Kulman, 1205 Wright Avenue, Richland, WA, is not against the bridge, but believes citizens are not getting enough benefits from the taxes they pay and she does not want to pay more. She believes the cost of living in Richland is high and believes people on fixed incomes as well as the elderly and handicapped, cannot afford to live in Richland.

Lloyd Becker, 2120 Duportail Street, Richland, WA, said he was concerned with the management of the City and believes the money spent on the bridge will negatively impact the budgets of the Police and Fire Departments. He is concerned the car tab fee will increase over time.

Eric Greenwell, 222 Thayer Drive, Richland, WA, said he is in favor of the bridge that will improve the traffic problems and believed the \$20 dollar car tab fee that will help fund the projects, is a reasonable cost. He does not want to jeopardize the federal and state funding that is in place now.

Jean Roblyer, 721 Snyder Street, Richland, WA, supports the bridge and wants it to be built as soon as possible. She believes the 20-year, \$20 car tab fee is a reasonable amount to help fund the bridge.

Barbara Chen, 2528 Harris Avenue, Richland, WA, supports the bridge and asked if a sliding scale can be used to determine the car tab cost.

Armin Ward, 611 Cascade, Richland, WA, supports the bridge, but does not support the \$20 car tab and is concerned that it will increased over time.

Eddie Crippen, 254 Cottonwood Drive, Richland, WA, does not support the bridge and believes other alternative exists to solve the traffic problems.

Art Kelly, 1214 Putman, Richland, WA, believes the cost is not equitable, as people will use the bridge that are not Richland residents. He questioned if the City has investigated alternative methods to reduce traffic along George Washington Way.

Jane Frasier, 2405 Richmond Blvd, Richland, WA, believes the \$20 car tab is too high for a person on a fixed income and suggests a lower fee. She is concerned that the fee would be increased over time.

Doug Wartz, 2913 Troon Court, Richland, WA, believes Council should reserve the right to impose a tax for a crisis situation and does not believe the bridge is a crisis. He believes the amount of a tax for the bridge and maintaining infrastructure should be a vote of the people.

Cheryl Scott, 3065 Bluffs Drive, Richland, WA, said her property taxes have continue to rise and believes the businesses that will benefit from the bridge, should pay for it.

Roberta Sanker, 2124 Briarwood Court, Richland, WA, asked if the traffic routes in the Queensgate area have been studied to determine if traffic problems can be fixed in that area.

John Fox, 2614 Harris Avenue, Richland, WA, said he is troubled by the citizen's distrust of the City of Richland taxes. He pointed out that the City has only taken the allowable 1% property tax once in over 10 years and said the fears expressed by the citizens are

not justifiable. He pointed out that the state funding for the bridge should not be jeopardized and citizens need to support the car tab fee to get the bridge built.

Kelly Hoover, 401 Birch, Richland, WA, said she can't get out of her driveway between 4:00-6:00 p.m. due to traffic and believes the bridge will cause more traffic in her area. She does not support the bridge and does not believe it is needed or that it will fix the traffic problems. She stated that other local communities should help pay for the bridge.

Cory Franklin, 2200 Dover Street, Richland, WA, believes that once the tax is set, it will not end and that the amount will continue to go up.

Mike Duncan, 1835 Birch, Richland, WA, asked if other vehicles types are subject to the \$20 car tab fee or was it for motor vehicles only. He believes the portion of the tax for street maintenance should list what it will be used for and he would like to have access to the traffic studies that outlines the problems and proposed solutions to traffic.

Dean Meyers, 300 Columbia Point Drive, Richland, WA, said he is concerned the \$20 car tab fee would be raised over time and he believes the City should guarantee the fee will not be raised or last more than 20 years.

Steve Scritchfield, 2112 Lee Blvd. Richland, WA, asked who has oversight of the Transportation Benefit District (TBD). Mayor Pro Tem Christensen said the citizens have oversight of the TBD.

Martin Newberry, 618 Muriel Street, Richland, WA, believes there is a better location for the bridge other than Duportail that would address traffic problems. He said the City needs to explain the traffic studies better and how they will affect and benefit the citizens.

Carol Larkin, 711 Clement Drive, Richland, WA, said she supports the bridge and it is needed for current and future growth needs. She does not want to jeopardize the federal and state funding and believes the car tab fee is better than a property tax increase.

Mayor Pro Tem Christensen closed the public hearing at 8:51 p.m.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 04-17, Approving a Change in Zoning on 1.5 Acres Located at 1752 Buckskin Lane (Musser) (Closed Record)

Department:

Community & Development Services

Ordinance/Resolution Number:

04-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 04-17, approving a change in zoning on 1.5 acres located at 1752 Buckskin Lane.

Summary:

Darin Musser, the owner of a 1.5 acre tract located at the northeast corner of Van Giesen Street and Buckskin Lane, has applied to change the zoning on his property from Agricultural to Commercial - General Business. This application was reviewed by Richland's Hearing Examiner, who conducted a hearing on January 26, 2017 and has recommended approval of the application.

A draft ordinance is attached for Council's consideration, along with copies of both the Hearing Examiner's recommendation and the applicable staff report.

Council gave first reading to Ordinance 04-17 at its regular meeting on March 7, 2017. No exceptions were taken. Staff recommends approval.

Fiscal Impact:

No significant impacts. Development of the site would result in increased tax revenues for the City but would also increase demand for City services.

Attachments:

1. Ordinance No. 04-17
2. Hearing Examiner's Recommendation
3. Staff Report Z2016-106 Musser

WHEN RECORDED RETURN TO:

Richland City Clerk's Office
505 Swift Boulevard, MS-05
Richland, WA 99352

ORDINANCE NO. 04-17

AN ORDINANCE of the City of Richland amending Title 23: Zoning Regulations of the Richland Municipal Code and the Official Zoning Map of the City by amending Sectional Map No. 51 so as to change the zoning on 1.5 acres from Agricultural (AG) to General Business (C-3); said property is located at 1752 Buckskin Lane (Musser).

WHEREAS, on January 26, 2017, the Richland Hearing Examiner held a properly advertised public hearing to consider a petition to change the zoning of the property hereafter described; and

WHEREAS, on February 13, 2017, the Richland Hearing Examiner issued a written decision recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the January 26, 2017 public hearing, and has considered the written recommendation of the Richland Hearing Examiner.

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

Section 1. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below is General Business (C-3) when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

Rawhide Ranches Tract A; less that portion of Tract A defined as follows: Beginning at the southeast corner of Tract A; thence westerly along the south boundary thereof a distance of 500 feet; thence northerly at right angles to the south line a distance of 250 feet; thence easterly along a line parallel to the south line a distance of 500 feet; thence southerly a distance of 250 feet to the point of beginning. Subject to easements and restrictions of record.

Section 3. Such land is rezoned from Agricultural (AG) to General Business (C-3).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are amended by amending Sectional Map No. 51, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 51 and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended Sectional Map No. 51, duly certified by the Clerk as a true copy.

Section 6. This ordinance shall take effect on the day following the date of its publication in the official newspaper of the City of Richland.

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

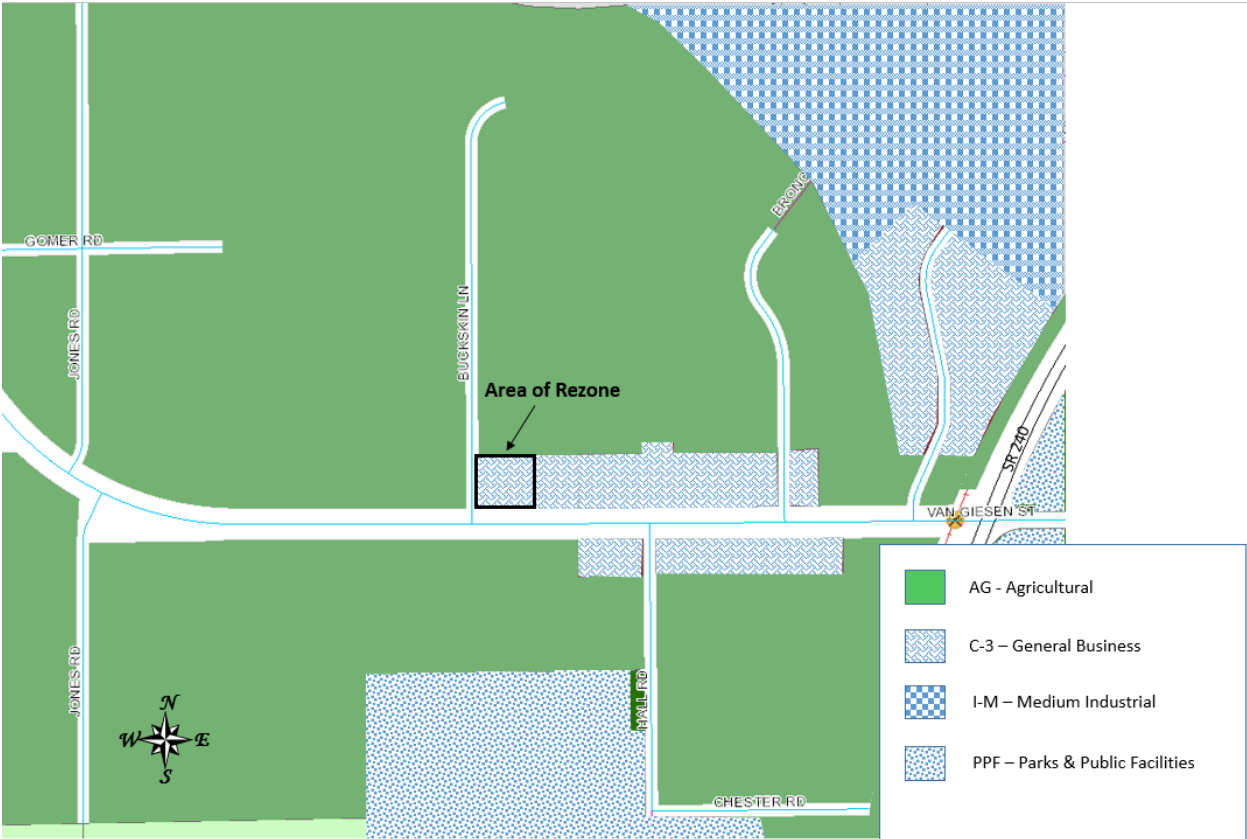
MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 26, 2017

Exhibit A

Map of Rezone Area



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

Regarding the Application to **Rezone** a)
vacant 1.5 acre site on the Northeast)
corner of the Van Giesen Street and)
Buckskin Lane intersection, from AG)
(Agricultural) to C-3 (General Business),)
submitted by the property owner)

File No. Z2016-106

Darin Musser,)
Applicant,)
)
)
)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The requested rezone merits approval. The applicant's property is in a row of parcels on the north side of Van Giesen Street east of Buckskin Lane that is already designated as suitable for Commercial land uses in the City's Comprehensive Plan, and all of the other parcels to the east of the applicant's property are already zoned C3 (General Commercial/Business). The rezone applicant's parcel was the subject of a Special Use Permit issued in August of last year, to enable construction and operation of a landscaping contractor business. The applicant sought a Comprehensive Plan amendment in last year's cycle, which was approved by the City Council in November of 2016, changing the land use designation for Mr. Musser's property from Agriculture to Commercial. After public notices provided in accord with law for this pending Rezone application, there was no opposition, and no environmental or other special development limitations appear warranted. Accordingly, the undersigned Examiner recommends APPROVAL by the Richland City Council.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DARIN MUSSER
REZONE APPLICATION, FILE NO. Z2016-106**

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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II. BACKGROUND and APPLICABLE LAW.

In this matter, the Hearing Examiner has jurisdiction to conduct an open record public hearing on the site-specific rezone application at issue, and is directed to issue a written recommendation for consideration and final action by the Richland City Council. *See* Richland Municipal Code (RMC) 19.20.010(C)(2)(identifies “site-specific rezone” as a Type III permit application); RMC 19.20.030(jurisdiction to conduct public hearing, issue recommendation); RMC 19.25.110(authority for Examiner actions, including conditions of approval on applications or appeals); and RCW 35A.63.170(state statute regarding hearing examiner system).

The applicant bears the burden of proof to show that its application conforms to the relevant elements of the city’s development regulations and comprehensive plan, and that any significant adverse environmental impacts have been adequately addressed. RMC 19.60.060. And, because a site-specific rezone application is a Type III matter, the City’s code mandates that a concurrency review must be undertaken to determine the transportation impacts (if any) that could be created by the proposed action. RMC 19.50.010(C).

Finally, Washington Courts apply three basic rules when reviewing appeals of rezone applications: (1) there is no presumption favoring the rezone request; (2) the proponent of a rezone must demonstrate that there has been a change of circumstances since the original zoning, PROVIDED if a proposed rezone implements the policies of a comprehensive plan, a showing of changed circumstances is usually not required¹; and (3) the rezone must have a substantial relationship to the public health, safety, morals, or general welfare. *Woods v. Kittitas County*, 162 Wn.2d 597 (2007), citing *Citizens for Mount Vernon*, 133 Wn.2d 861, at 875 (1997); *Parkridge v. City of Seattle*, 89 Wn.2d 454, 462 (1978).

¹ *Save Our Rural Env't v. Snohomish County*, 99 Wn.2d 363, 370-71 (1983); *Henderson v. Kittitas County*, 124 Wn. App. 747, 754 (Div. III, 2004); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846 (Div. III, 1995).

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III. QUESTIONS PRESENTED.

For purposes of the pending rezone application, the central questions presented are:

A. Whether the requested rezone implements policies of the City's Comprehensive Plan, and/or whether there has been a change of circumstances since the original AG (Agricultural) zoning was adopted for the site?

Short Answer: Yes.

B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or general welfare?

Short Answer: Yes.

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IV. RECORD.

Exhibits entered into evidence as part of the record, and an audio recording of the public hearing, are maintained by the City of Richland, and may be examined or reviewed by contacting the City Clerk's Office.

Hearing Testimony: The following individual(s) presented testimony under oath at the duly noticed public hearing for the underlying application, held on January 26, 2017:

1. Rick Simon, Development Services Manager for the City of Richland; and
2. Darin Musser, the applicant, appeared at the hearing, and expressed his support for the Staff recommendation of approval.

Exhibits: The Development Services Division Staff Report, including a recommendation of approval, was provided to the Examiner in the week before the hearing. The Staff Report, and the following Exhibits, were all accepted into the Record in their entirety without modification:

1. Application Form;
2. Site photos;
3. Agricultural Zoning District code provisions, RMC Chapter 23.14;

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DARIN MUSSER
REZONE APPLICATION, FILE NO. Z2016-106

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 4. Commercial Zoning District code provisions, RMC Chapter 23.22;

2 5A. Notice of Application and Public Hearing;

3 5B. Affidavit of Posting; and

4 5C. Affidavit of Mailing of notice for pending application.

5 No one submitted any written comments regarding the pending rezone application.

6 The Examiner visited the road network and vicinity of the proposed rezone on the
7 day of the hearing. The same site was the subject of a Special Use Permit issued for Mr.
8 Musser's proposed landscaping-related business on the currently-AG-zoned parcel by the
9 Examiner in August of 2016, under File No. SUP 2016-101. The Examiner is fully advised
10 on matters at issue herein, including without limitation applicable law, application
11 materials, and relevant comprehensive plan provisions.

12 V. FINDINGS OF FACT.

13 Based upon the record, the undersigned Examiner issues the following Findings of
14 Fact.

15 *Application, Public Notice, and Review*

16 1. The applicant, Mr. Musser, has been part of 3 public reviews regarding his property
17 in the last year. First, as noted above, he requested and received approval in August of
18 2016 for a Special Use Permit, to operate his landscape supply business on the site of the
19 pending rezone. In November of 2016, the Richland City Council took action to amend the
20 Richland Comprehensive Plan, as requested by Mr. Musser, changing the land use
21 designation for his property from Agricultural to Commercial. Finally, on or about
December 5, 2016, Mr. Musser submitted an application seeking to rezone his property
located in the northeast corner of Van Giesen Street and Buckskin Lane, addressed as 1752
Buckskin Lane (Parcel No. 1-04981020004001) in the City of Richland, Washington, from
AG (Agricultural) to a Commercial zone, the C-3 "General Business" zoning designation.
(Exhibit 1, application form; Staff Report; Testimony of Mr. Simon).

22 2. The application includes the following notation as "Justification" for the requested
23 rezone: *"Property has been updated in Comp Plan as viable commercial property and
commercial zoning fits in with adjacent properties that are zoned commercial."* (Ex. 1).

24 3. Following receipt, City staff complied with all applicable public notice requirements

25 FINDINGS OF FACT, CONCLUSIONS AND
26 RECOMMENDATION RE: DARIN MUSSER
REZONE APPLICATION, FILE NO. Z2016-106

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 for the rezone application and the public hearing held for the matter, including posting of
2 the property, mailing of notices to property owners within 300 feet of the site and
3 publication in the Tri-City Herald newspaper. *Staff Report, Page 6, and Exhibits 5A-C,*
4 *public notice documentation.*

5 4. Because staff deemed the application to be consistent with the City's
6 Comprehensive Plan, which now designates the rezone site as suitable for Commercial land
7 uses, and the City's plan was analyzed in an environmental impact statement at the time of
8 its adoption, and the site is located within an urban growth area, the pending application is
9 categorically exempt from SEPA review as provided in WAC 197-11-800(6)(c). *Staff*
10 *Report, page 7.*

11 5. Although notices were duly published, posted and mailed as required by law, no one
12 provided any written comments regarding the pending application. *Staff Report, page 6;*
13 *Testimony of Mr. Simon.*

14 ***Site location, transportation concurrency.***

15 6. The rezone site is currently a vacant pasture, relatively flat, and properties
16 immediately east of the site along Van Giesen are already zoned C-3. The Examiner takes
17 official notice the Special Use Permit issued by the same Examiner in August of 2016, for a
18 landscaping contractor's business on the site of the pending rezone, and a Rezone
19 Recommendation for the neighboring property to the east, issued by the Examiner in
20 October of 2016. *See Decision, for File No. SUP 2016-101, issued on Aug. 25, 2016; and*
21 *Recommendation of Approval, for Corey Bender rezone application, File No. Z2016-104,*
22 *issued on October 25, 2016.* A nursery is located southeast of Mr. Musser's property along
23 Van Giesen. Parcels immediately north, south, and west of the site now include single
24 family residential structures. The owners of the parcel to the west appeared for the public
25 hearing in August of last year, to express general, unsupported concerns about potential
26 traffic on Buckskin Lane. They did not submit any written comments or appear at the
public hearing for the current rezone application. *Staff Report, pages 2-3; Site Visit.*

7. Here, the applicant's proposed rezone will have no material impact on capacity
provided by the existing local street system that serves the property. The portion of Van
Giesen in front of the subject parcel is designated as a state highway, SR 224, and is already
developed as a relatively-wide corridor, with 4 travel lanes and a turn lane in between.
Staff confirmed that the local street system has sufficient capacity to accommodate
additional traffic that would be generated from future development on the site. *Staff*
Report, page 7; Site Visit; Ex. 2, site photos.

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2 ***Summary of Public Hearing.***

3 8. At the public hearing, Mr. Simon made a brief presentation regarding the
4 application, the site, and his recommendation of approval, as explained in the Staff Report.

5 9. Mr. Musser appeared at the hearing, and had no questions or concerns regarding the
6 Staff Report. No members of the general public were in attendance at the public hearing,
7 and no one submitted any written comments regarding the pending rezone application.

8 ***Public services and utilities are adequate and readily available to serve the site.***

9 10. As part of the review process, City staff confirms that adequate utilities, including
10 without limitation water, power, and transportation infrastructure, are in place and/or
11 readily available to serve the parcel that is at issue in this matter. *Staff Report, pages 6, 7;*
12 *Testimony of Mr. Simon.* As with several other surrounding properties along this portion of
13 Van Giesen, city sewer service is not readily available to service the site, so an on-site
14 septic system will be required by the Benton-Franklin Health Department. *Staff Report,*
15 *pages 6, 7 and 8.*

16 ***Surrounding uses and zones.***

17 11. As noted above, the portion of Van Giesen where the rezone-site is located is mostly
18 zoned C-3, and/or serves as the location for a variety of relatively low-impact commercial
19 uses, like an auto repair business on a parcel east of the site, a future swimming pool
20 contractor's business immediately east, and a veterinary clinic, a nursery, and a general
21 contractor's business in the vicinity. *Staff Report, pages 2 and 3; Site Visit; Staff Report,*
22 *page 4, zoning map, Figure 3.*

23 ***Consistency with City Codes and Comprehensive Plan.***

24 12. The rezone application is consistent with existing city codes, particularly RMC
25 23.22.010(D), which provides in relevant part as follows:

26 *"The general business use district (C-3) is a zone classification providing a
use district for commercial establishments which require a retail contact
with the public together with incidental shop work, storage and
warehousing, or light manufacturing and extensive outdoor storage and
display, and those retail businesses satisfying the essential permitted use*

1 *criteria of the C-2 use district. This zoning classification is intended to be*
2 *applied to some portions of the city that are designated commercial under*
3 *the city of Richland comprehensive plan.”*

4 13. Based on the record, the Examiner finds and concludes that the requested rezone
5 from AG to C-3 is not different from or inconsistent with existing land uses located on or
6 zoning designations assigned to surrounding properties in the area. The applicant already
7 holds a Special Use Permit to build and operate a landscaping-related, i.e. “commercial”,
8 business on the site.

9 14. Standing alone, the requested rezone conforms to the Comprehensive Plan, because
10 the plan already identifies the property as suitable for Commercial land uses.

11 ***General findings.***

12 15. In operating a business on the subject property, the applicant should be aware that
13 much of the area along the relevant portion of the Van Giesen Street corridor is located
14 within the 100-year flood plain as designated by the Federal Emergency Management
15 Agency. *Staff Report, pages 5 and 6.*

16 16. Fortunately, the site of the proposed rezone is at a 370-foot elevation, placing it just
17 above the 100-year floodplain elevation, but within the 500-year flood plain. FEMA flood
18 maps show the nearby 100-year floodplain elevation is at 367/368 feet. *Staff Report, pages*
19 *5 and 6, GIS floodplain illustration on page 6.* As with any property affected by current
20 FEMA floodplain designations, the applicant and city staff should be mindful of any future
21 revisions to such mapping, and any subsequent state or federal regulations that might apply
22 to properties in such areas.

23 17. The requested rezone bears a substantial relationship to the public health, safety, and
24 general welfare. It allows for development of a relatively low-impact commercial business
25 on a vacant, flat parcel that is already served by adequate public services, including water,
26 electricity, and a wide street (state highway) abutting the property.

 18. The requested rezone is appropriate in the context of adjacent properties. This is the
 third public review process for the same land-owner, essentially subjecting his vision for
 the site to public scrutiny, seeking approval to operate commercial business uses on the site
 of the rezone. Despite ample opportunity to do so, no one submitted any opposition to the
 current application.

 19. The Development Services Manager’s Staff Report includes a number of specific
 findings and explanations that establish how the underlying application satisfies provisions

of applicable law and is consistent with the city's Comprehensive Plan and zoning regulations. Except as modified in this Recommendation, all Findings contained in the Staff Report are incorporated herein by reference as Findings of the undersigned-hearing examiner.

20. Any factual matters set forth in the foregoing or following sections of this Recommendation are hereby adopted by the Hearing Examiner as findings of fact, and incorporated into this section as such.

VI. CONCLUSIONS.

Based upon the record, and the Findings set forth above, the Examiner issues the following Conclusions:

1. The applicant has met its burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan. *Findings; Staff Report, at pages 2-4.*

2. The applicant has met its burden to demonstrate that the requested rezone bears a substantial relationship to the public health, safety, or welfare.

3. The Staff Report and testimony on the record demonstrate that the proposed rezone will not require new public facilities and that there is capacity within the transportation network, the utility system, and other public services, to accommodate the relatively small commercial business envisioned for the rezone site. The rezoned property can provide for an appropriate level of general business, commercial development, in a manner that is compatible with the character of the existing uses and zoning districts surrounding the property.

4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

5. As in all dynamic urban areas, circumstances in the area of the rezone site have, and will continue to change, from those in existence when the original AG zoning was adopted for the site. The neighboring property to the east will soon house a small business, and most all other parcels to the east along this portion of the Van Giesen corridor already include a mix of commercial, general business, uses. This development pattern reflects the changed circumstance where demand for conveniently-located commercial businesses to serve Richland and other Tri Cities' customers continues to grow, along with the region's population.

6. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, despite the ample public notice issued for the application, no one spoke or submitted any written comments opposing the pending rezone request.

7. As required by RMC 19.50.010(C), the record includes staff assurances that the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The site visit to the area confirms that the road network is fully functional, and no transportation concurrency problems should arise as a result of the types of general businesses that can be located on the rezoned site.

8. Based on the record, the applicant demonstrated that his rezone application merits approval, meeting his burden of proof imposed by RMC 19.60.060.

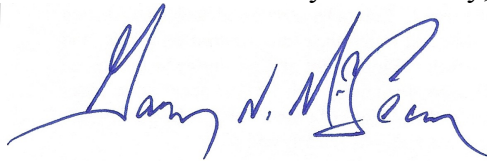
9. Approval of this rezone will not and does not constitute, nor does it imply any expectation of, approval of any permit or subsequent reviews that may be required for development or other regulated activities on the site of the subject rezone.

10. Any finding or other statement contained in this Recommendation that is deemed to be a Conclusion is hereby adopted as such and incorporated by reference.

VII. RECOMMENDATION.

Based upon the preceding Findings and Conclusions, the Hearing Examiner recommends that Darin Musser's application to rezone his vacant 1.5-acre site, located in the northeast corner of Van Giesen Street and Buckskin Lane, from AG to C-3, should be **APPROVED**.

ISSUED this 13th Day of February, 2017



Gary N. McLean
Hearing Examiner

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

GENERAL INFORMATION:

PROPOSAL NAME: Darin Musser Rezone

LOCATION: Northeast Corner of the Intersection of Van Giesen Street
and Buckskin Lane

APPLICANT: Darin Musser

FILE NO.: Z2016-106

DESCRIPTION: Request to change zoning on 1.5 acres from AG –
Agricultural to C-3 General Business

PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: January 26, 2017

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED
ACTION: Approval



Figure 1 - Vicinity Map

(site outlined in red)

DESCRIPTION OF PROPOSAL

The applicant, Darin Musser, owns the subject property, and has filed a rezone request to change the zoning on a 1.5 acre site from AG – Agricultural to C-3 General Commercial. The applicant has indicated an intent to locate his landscaping business on the site. Refer to the application material submitted by the applicant in Exhibit 1.

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of a single 1.5 acre parcel, roughly square in shape, whose borders are formed by Bucksin Lane on the west and Van Giesen Street on the south. The site is level and is currently in pasture. The adjacent property to the east is also undeveloped and used for vehicle storage. Other uses to the east along the Van Giesen Street corridor include a variety of commercial businesses including an automotive shop, a veterinarian clinic, and a contractor's business. There is also a nursery located along the south side of Van Giesen, southeast of the subject site. There is an existing single family residence located on the parcel

directly north of the site and single family residences located to the west and south of the site. Photos of the site are attached in Exhibit 2.

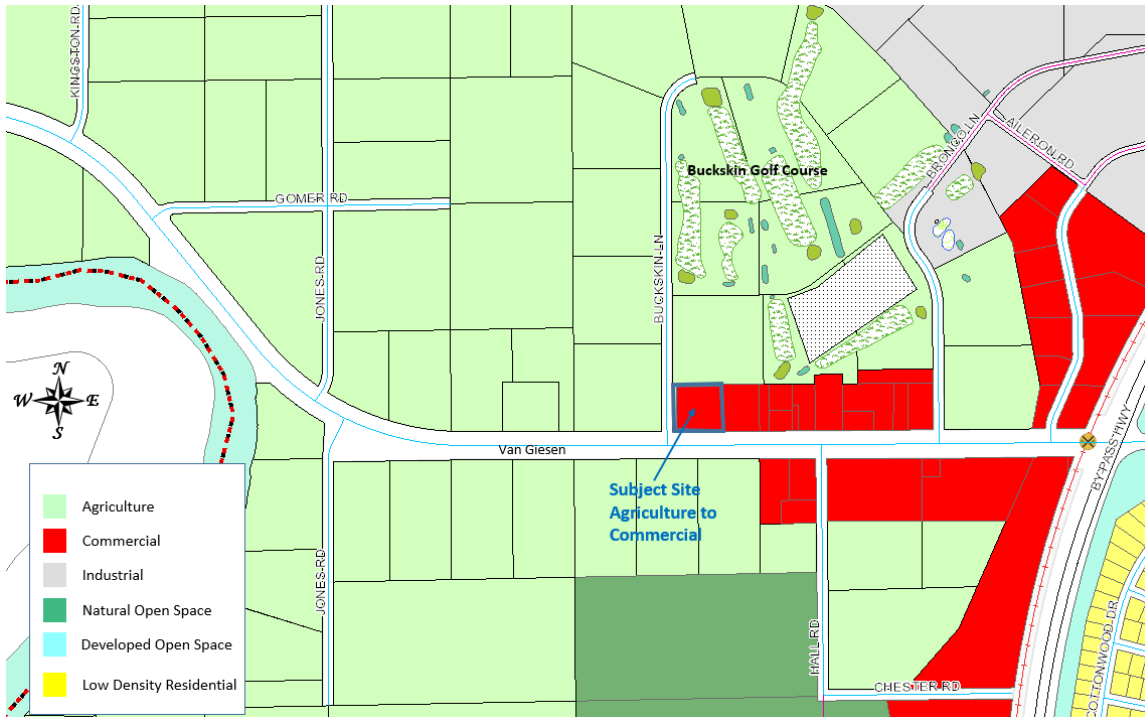


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for commercial land uses. The adjacent properties to the east along Van Giesen Street are also designated as commercial. Generally, the properties lying between the Bypass Highway and the Yakima River that are located within the 100 year floodplain have been designated as Agricultural lands.

EXISTING ZONING

The subject site along with adjacent properties to the north, west and south are zoned AG – Agricultural. Lands immediately east of the site are zoned C-3 General Business.

The stated purpose of the agricultural use district as set forth in RMC 23.14.010(A) is as follows:

The agricultural use district (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture,

agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the city that are designated as agriculture or as urban reserve under the city of Richland comprehensive plan.



Figure 3 – Zoning Map

The stated purpose of the C-3 zone (as set forth in RMC 23.22.010) is as follows:

The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

There are distinct differences in the dimensional requirements associated with the existing and proposed zone, as shown in the following table:

Zoning	Existing AG	Proposed C-3
STANDARD	REQUIRED/ALLOWED	REQUIRED/ALLOWED
Min. Lot Area	5 Acres	None
Max. Lot Coverage	None	None
Building Setbacks		
Front	25 ft.	0 ft.
Side(s)	10 ft.	0 ft.
Rear	25 ft.	0 ft.
Building Height	30 ft.	80 ft.

Table 1 – Comparison of AG & C-3 Dimensional Standards

Specific uses permitted in the Agricultural and Commercial zones are identified in the attached Exhibits 3 and 4 respectively. The C-3 zone permits a wide variety of retail and even light industrial land uses while the AG zone uses are limited to large lot single family uses, farming uses and a few specific types of outdoor commercial uses such as nurseries or landscaping material sales.

FLOODPLAIN

Much of the area lying east of the Yakima River along the Van Giesen Street corridor is located within the 100 year floodplain as identified by the Federal Emergency Management Agency. The subject site, while is close proximity to areas designated as floodplain is actually located outside the 100 year floodplain (Zone A) and within the 500 year floodplain (Zone B). The floodplain elevation for the subject site is between elevation 367 and 368 according to FEMA studies. The site is at elevation 370 according to the city's GIS mapping system.



PROJECT HISTORY

In 2016, the applicant was granted a special use permit by the Hearing Examiner to operate a landscape business in the Agricultural zone. (File #SUP2016-101). The applicant also filed for a comprehensive plan amendment and in November of 2016 was granted an approval by the City Council to change the land use designation on the subject site from Agriculture to Commercial.

PUBLIC NOTICE

Application Date:	December 5, 2016
Notice of Hearing Mailed:	January 3, 2017
Notice of Hearing Posted:	January 6, 2017
Public Hearing:	January 26, 2017

Notice of application and notice of hearing was provided through posting of the property, mailing of notice to property owners within 300 feet of the site and publication in the *Tri-City Herald* newspaper. Copies of the notices and affidavits are included in Exhibit 5. As of the date of this report, no comments were received from the public.

UTILITY AVAILABILITY

There is an existing 8 inch water main located on Van Giesen Street. Electrical power is also available to the site. No sewer service is available in the area, so any sewage disposal would have to be provided through an on-site septic system

TRANSPORTATION

Van Giesen Street, also known as State Route 224, is classified as a highway under the City's Transportation Plan and would provide direct access to the site, as there are no other options for access to the site. Access control onto the state highway is under the authority of the City of Richland and would be reviewed and permitted by the City's Public Works Department at the time specific plans for development are submitted to the City.

SEPA

No environmental review was conducted as part of this rezone application, based on the categorical exemption in WAC 197-11-800(6) (c) which provides for exemptions under the following circumstances:

Where an exempt project requires a rezone, the rezone is exempt only if:

- (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*
- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, the proposed project is located with the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 1997.

ANALYSIS

The subject site is designated as commercial under the comprehensive plan and is located immediately adjacent to properties that are zoned C-3 General Business along the Van Giesen corridor.

City water and electrical services are located adjacent to the site and have adequate capacity to serve future development. While no sewer service is available in the area, many commercial uses generate a relatively low volume of sewage that could be accommodated through on-site sewage disposal systems. Likewise, the local street system has capacity to accommodate additional traffic that would be generated from future development.

While the site is located in close proximity to the floodplain, it has been identified by FEMA through its flood hazard maps as being outside the 100 year floodplain. No other critical areas or limitations to development are known to exist on the site.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2016-106) and recommends approval of the request based on the following:

1. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial land uses;
2. The site is immediately adjacent to Van Giesen Street, which is a portion of State Route 224, a roadway that is classified as a highway under the City's Transportation Plan;
3. C-3 General Commercial zoning applied to the property would be consistent with the intent of the comprehensive plan;
4. City water mains and electrical services are adjacent to the site and have adequate capacity to serve future development of the site;
5. Public sewer is not available in the area. Requirements for sewage disposal will have to be met through on-site septic systems as required by the Benton-Franklin Health Department.
6. Adjacent properties along the Van Giesen Street corridor are developed with a variety of commercial uses and are zoned C-3 General Business;
7. The site is located outside the FEMA designated 100 year floodplain.
8. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6) (c); and
9. Based on the above findings and conclusions, approval of the zone change request would be in the best interest of the community of Richland.

EXHIBIT LIST

1. Application Form
2. Site Photos
3. Zoning – Chapter 18.14 of the Richland Municipal Code – Agriculture
4. Zoning – Chapter 18.22 of the Richland Municipal Code – Commercial
5. Public Notices



Planning & Development Services Division • Current Planning Section

840 Northgate Drive • Richland, WA 99352

General Information: 509/942-7794 • Fax: 509/942-7764

www.ci.richland.wa.us

Petition for Change of Zoning District Classification

Application is hereby made to the City of Richland for a change of zone, pursuant to Section 23.82.190 of the City of Richland Municipal Code.

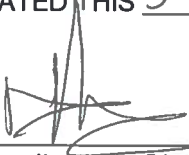
The following required information must be typed or printed legibly in the appropriate spaces.

SECTION I – APPLICANT INFORMATION		
Applicant's Name: <u>Darin Musser</u>		
Address: <u>17640 S. Fairview Loop</u>		
City: <u>Kennewick, Wa</u>	State: <u>WA</u>	Zip: <u>99338</u>
Phone: <u>509.440.1942</u>	Fax:	Other and/or e-mail address:
Please check under what capacity you are filing:		
☒ Recorded owner of the property as of <u>10/26/16</u>		☐ Purchasing under contract as of
☐ The lessee as of		☐ The authorized agent of any of the foregoing, duly authorized in writing (written authorization must be attached to application).
SECTION II – PROPERTY LOCATION AND GENERAL DESCRIPTION		
Street address(es) of property for which the zone change is requested, if applicable:		
<u>1752 Buckskin Lane - Parcel # 104981020004001</u>		
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue):		
<u>Correr of Buckskin Lane and Van Giesen (W side of Van Giesen)</u>		
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant - proposed shop</u>		
Size of petition area	acres and	square feet
SECTION III - CHANGE OF ZONE REQUEST		
A change of zone from <u>Agriculture</u>		To <u>C-3</u>
is requested for the property described in Section II of this application.		
SECTION IV – JUSTIFICATION		
State the reason(s) for the requested change of zone: <u>Property has been updated as</u>		
<u>on comp. plan as viable commercial property and commercial zoning</u>		
<u>fits in with adjacent properties that are zoned commercial.</u>		

Continued

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

DATED THIS 5th DAY OF December, 2016.



Applicant's Signature

17640 S. Fairview Loop

Address

Kennwick Wa 99338

City, State, Zip

509. 440. 1942

Phone

Applicant's Signature

Address

City, State, Zip

Phone

FOR OFFICE USE ONLY

Date accepted for filing

Items enclosed: Filing fee and Title Insurance
Company Ownership Report showing all property
Owners of Record within 300-feet.

City Official's Signature

Z2016-106 – Darin Musser



Z2016-106 - Darin Musser



From Buckskin Lane Looking South

Source: Google Earth

Z2016-106 – Darin Musser



Z2016-106 – Darin Musser



Chapter 23.14 – Agricultural Zoning Districts

Sections:

23.14.010 Purpose of Agricultural Use Districts

23.14.020 Agricultural Performance Standards and Special Requirements

23.14.030 Agricultural Use Districts Permitted Land Uses

23.14.040 Site Requirements for Agricultural Use Districts

23.14.050 Parking Standards for Agricultural Use Districts

23.14.010 Purpose of Agricultural Use Districts

- A. The Agricultural Use District (AG) is a primary zone classification permitting essentially open land uses such as grazing lands or pasture, agriculture, and development of part-time small tract farming and other compatible uses of an open nature such as a cemetery, park, and recreational or similar uses on land which has favorable combinations of slope, climate, availability of water, or soil conditions. This zoning classification is intended to be applied to some portions of the City that are designated as Agriculture or as Urban Reserve under the City of Richland Comprehensive Plan
- B. The Suburban Agricultural Use District (SAG) is a zone classification providing for residential areas, rural in nature, with sufficiently large lots to allow for the maintenance of certain animals and farm crops, while at the same time establishing and maintaining a living environment of high standards for residential uses. This zoning classification is intended to be applied to some portions of the City that are designated Low Density Residential (0 – 5 Dwellings/Acre) under the City of Richland Comprehensive Plan.

23.14.020 Agricultural Performance Standards and Special Requirements

- A. The following standards relate to the raising and keeping of livestock in an AG district:
 1. A permitted structure, pen or building in which livestock is kept shall be located not less than twenty-five feet from any lot line and not less than forty feet from any one-family dwelling;
 2. A pasture, including perimeter fencing, shall be located not less than fifteen feet from any one-family dwelling located on the same lot;
 3. Uses, structures and buildings shall comply with the applicable yard and area requirements of Sections 23.38.010 through 23.38.090 of this title.

The following standards relate to the agricultural activities permitted in the SAG district:

Limited agricultural uses such as orchards, vineyards, vegetable gardens, field crops and pastures;

Sale of products grown on the premises;

Limited raising or keeping of large livestock as follows:

- a) Horses, ponies, mules, donkeys, burros, and similar animals,
- b) Dairy cattle, beef cattle, buffalo and similar animals,
- c) Sheep, goats, and similar animals.

A maximum of two animal units (one animal unit equals approximately one thousand pounds of animal weight) may be kept per one acre gross pasture area. Gross pasture area is that portion of a lot, which is fenced and used solely for the grazing and keeping of large livestock. The following are examples of animal unit usages:

- 1 horse and 1 cow per gross pasture acre;
- 2 cows or 2 horses per gross pasture acre;
- 10 sheep or 10 goats per gross pasture acre;
- 8 sheep and 2 goats per gross pasture acre.

If any additional animal(s) born on the premises causes the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter with the corresponding time limits specified below:

- Horses and similar animals-one year from date of birth;
- Cattle and similar animals-one year from date of birth;
- Sheep, goats, and similar animals-six months from date of birth.

If any additional animal(s) are acquired by any means other than by birth, and cause the maximum allowable number of animals to be exceeded, adjustments must be made to bring the total number of animals into compliance with this chapter within ninety days after placement of the additional animal(s) on the premises. In addition, a fence must be constructed prior to the acquisition of any large livestock to ensure containment of the livestock on the premises;

Limited raising or keeping of small livestock as follows:

- d) Rabbits and similar animals,
- e) Chickens, ducks, geese, turkeys, and other similar fowl.

A maximum of twelve animals or fowl, as defined above, may be raised or kept per one acre gross lot area.

In addition, a shed, coop, hutch, or similar containment structure must be constructed prior to the acquisition of any small livestock to ensure containment of the livestock on the premises.

Standings under roofed stable must be made of material and which provides for proper drainage so as not to create offensive odors, fly, or insect breeding, or other nuisances.

Manure must be collected at least once a week and shall be disposed of in one or more of the following manners:

Placement of manure in a fly-proof container with periodic removal of manure from the lot;

Adequate burying of the manure;

Removal of manure from the lot.

Fences, pens, corrals or similar enclosures must be of sufficient height and strength to retain animals

Any structures used for the keeping of livestock shall be setback a minimum of fifty feet (50') from any property line.

23.14.030 Agricultural Use Districts Permitted Land Uses

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

- A. If the symbol "P" appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.
- B. If the symbol "S" appears in the box at the intersection of the column and row, the use is permitted subject to the Special Use Permit provisions contained in Chapter 23.46 of this title.
- C. If the symbol "A" appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.
- D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.
- E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	AG	SAG
Agriculture		
Agricultural Use	P	P
Business and Personal Services		
Animal Shelter	S ¹	
Commercial Kennel	S ¹	
Hospital Clinic – Large Animal	S ¹	
Hospital Clinic – Small Animal	S ¹	
Industrial Uses		
Excavating, processing, removal of topsoils, sand, gravel, rock or similar natural deposits	S ²	
Public Uses		
Churches	P ³	P ³

Land Use	AG	SAG
Clubs or Fraternal Societies	P ³	P ³
Cultural Institutions	P ³	P ³
General Park Maintenance & Operations	P	P
Golf Courses	P	P
Passive Open Space Uses	P	P
Power Transmission & Irrigation Wasteway Easements & Utility Uses	P ⁴	P ⁴
Public Agency Buildings	P ⁴	P ⁴
Public Agency Facilities	P ⁴	P ⁴
Public Parks	P	P
Schools	P ⁵	P ⁵
Special Events including concerts, tournaments, and competitions, fairs, festivals and similar public gatherings	P	P
Trail Head Facilities	P	P
Trail for Equestrian, Pedestrian or non-motorized Vehicle Use	P	P
Recreational Uses		
Commercial Recreation, Outdoor	S ⁶	
Recreational Vehicle Campgrounds	S ⁷	
Stable, Public	S ⁸	
Retail Uses		
Landscaping Material Sales	S ⁹	
Nursery, Plant	S ⁹	
Parking Lot	A	A
Residential Uses		
Accessory Apartments	A ¹⁰	A ¹⁰
Adult Family Home	P	P
Bed and Breakfast	S ¹¹	S ¹¹
Day Care Center	S ¹²	S ¹²
Designated Manufactured Home	P ¹³	P ¹³
Dwelling, One Family Detached	P ¹³	P ¹³
Family Day Care Home	A ¹²	A ¹²
Home Occupations	A ¹⁴	A ¹⁴
Private Swimming Pools	A ¹⁵	A ¹⁵
Recreational Club	P ¹⁶	P ¹⁶
Rental of Rooms to not more than four persons other than the family occupying the single family dwelling	A	A
Miscellaneous Uses		
Cemetery	P	
Micro and Macro Antennas	P	P
Raising Crops, Trees or Vineyards	P	P

1 Section 23.42.040

2 Section 23.42.070

3 Section 23.42.050

4 Section 23.42.200

5 Section 23.42.250

6 Section 23.42.175

7 Section 23.42.230

8 Section 23.42.190

9 Section 23.25.105

10 Section 23.42.020

11 Section 23.42.045

12 Section 23.42.080

13 Section 23.18.025

14 Section 23.42.090

15 Section 23.42.300

16 Section 23.42.210

23.14.040 Site Requirements for Agricultural Use Districts

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. If a number appears in the box at the intersection of the column and row, that number represents the dimensional standard that applies to that zoning district.

Standard	AG	SAG
Minimum Lot Area Requirement	5 Acres	43,560 square ft.
Minimum Lot Width	None	145
Minimum Lot Depth	None	145
Minimum Street Frontage	None	40
Minimum Front Yard Setback	25	20
Minimum Side Yard Setback	10	10
Minimum Rear Yard Setback	25	25 ¹
Maximum Lot Coverage ²	None	20%
Maximum Building Height - Main Building	30	30
Maximum Building Height - Accessory Buildings	24	24

¹ Main structures shall be setback a minimum of twenty five feet (25') and accessory structures shall meet the requirements of RMC Section 23.38.020 except that structures intended for the keeping of livestock shall meet the setback requirements of fifty feet (50') as established in 23.14.020(B)(10).

² Lot coverage includes all buildings, including accessory buildings or structures on any lot in a residential district, exclusive of patios without roof coverings or patios with only open lattice or similar type roof construction.
(Ord. 04-09)

23.14.050 Parking Standards for Agriculture Use Districts

Off street parking space shall be provided in all agricultural zones in compliance with the requirements of Chapter 23.54 of this title.

Chapter 23.22

COMMERCIAL ZONING DISTRICTS

Sections:

[23.22.010](#) Purpose of commercial use districts.

[23.22.020](#) Performance standards and special requirements.

[23.22.030](#) Commercial use districts permitted land uses.

[23.22.040](#) Site requirements and development standards for commercial use districts.

[23.22.050](#) Parking standards for commercial use districts.

23.22.010 Purpose of commercial use districts.

A. The limited business use district (C-LB) is a zone classification designed to provide an area for the location of buildings for professional and business offices, motels, hotels, and their associated accessory uses, and other compatible uses serving as an administrative district for the enhancement of the central business districts, with regulations to afford protection for developments in this and adjacent districts and in certain instances to provide a buffer zone between residential areas and other commercial and industrial districts. This zoning classification is intended to be applied to some portions of the city that are designated either commercial or high-density residential under the city of Richland comprehensive plan.

B. The neighborhood retail business use district (C-1) is a limited retail business zone classification for areas which primarily provide retail products and services for the convenience of nearby neighborhoods with minimal impact to the surrounding residential area. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

C. The retail business use district (C-2) is a business zone classification providing for a wide range of retail business uses and services compatible to the core of the city and providing a focal point for the commerce of the city. All activities shall be conducted within an enclosed building except that off-street loading, parking, and servicing of automobiles may be in the open and except that outdoor storage may be permitted when conducted in conjunction with the principal operation which is in an enclosed adjoining building. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

D. The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those retail businesses satisfying the essential permitted use criteria of the C-2 use district. This zoning classification is intended to be applied to some portions of the city that are designated commercial under the city of Richland comprehensive plan.

E. The waterfront use district (WF) is a special commercial and residential zoning classification providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, offices, and other similar commercial, apartment, and multifamily uses which are consistent with

waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with applicable U.S. Corps of Engineers requirements. This zoning classification encourages mixed special commercial and high-density residential uses to accommodate a variety of lifestyles and housing opportunities. Any combination of listed uses may be located in one building or one development (i.e., related buildings on the same lot or site). This zoning classification is intended to be applied to those portions of the city that are designated waterfront under the city of Richland comprehensive plan.

F. The central business district (CBD) is a special mixed use zoning classification designed to encourage the transformation of the central business district from principally a strip commercial auto-oriented neighborhood to a more compact development pattern. The central business district is envisioned to become a center for housing, employment, shopping, recreation, professional service and culture. The uses and development pattern will be integrated and complementary to create a lively and self-supporting district. Medium rise buildings will be anchored by pedestrian oriented storefronts on the ground floor with other uses including housing on upper floors. Projects will be well designed and include quality building materials. Appropriate private development will be encouraged via public investments in the streetscape and through reduction in off-street parking standards. Uses shall generally be conducted completely within an enclosed building, except that outdoor seating for cafes, restaurants, and similar uses and outdoor product display is encouraged. Buildings shall be oriented to the fronting street or accessway, to promote a sense of enclosure and continuity along the street or accessway. This zoning classification is intended for those portions of the city that are designated as central business district, as well as some properties designated as commercial and waterfront, under the Richland comprehensive plan. The central business district zone contains overlay districts titled medical, parkway, and uptown. The overlay districts implement varying site development requirements.

G. The commercial recreation district (CR) is a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, resort motel and hotel facilities, and other commercial uses which are consistent with waterfront oriented development, and which are in conformance with RMC Title [26](#), Shoreline Management, and with the U.S. Corps of Engineers requirements, and providing for regulations to protect the business and residents of the city from objectionable influences, building congestion and lack of light, air and privacy. This zoning classification is intended for those portions of the city that are designated as waterfront or commercial under the Richland comprehensive plan.

H. The commercial winery use district (CW) is a zone classification designed to provide an area for the operation of commercial wineries, including all aspects of the wine making industry, from the raising of crops to the production, storage and bottling of wine and the retail sales of wine and related products. Other uses, which support winery-related tourism, such as restaurants, entertainment venues, retail services such as gift shops and bed and breakfast facilities are also permitted, along with other uses that are compatible with wineries. [Ord. 28-05 § 1.02; Ord. 04-09].

23.22.020 Performance standards and special requirements.

A. Commercial Limited Business. Residential uses permitted in the C-LB district must comply with the following standards except as provided by footnote (6) of RMC [23.22.040](#):

1. Minimum Yard Requirements.

- a. Front Yard. Twenty feet except as provided by footnote (3) of RMC [23.18.040](#);
 - b. Side Yards. Each side yard shall provide one foot of side yard for each three feet or portion thereof of building height;
 - c. Rear Yards. Twenty-five feet.
2. Required Court Dimensions. Each court on which windows open from any room other than a kitchen, bathroom or a closet, shall have all horizontal dimensions measured at right angles from the windows to any wall or to any lot line other than a front lot line equal to not less than the height of the building above the floor level of the story containing the room, but no dimension shall be less than 20 feet.
3. Distance Between Buildings. No main building shall be closer to any other main building on the lot than a distance equal to the average of their heights. This provision shall not apply if no portion of either building lies within the space between the prolongation of lines along any two of the opposite walls of the other building, but in any such situation the buildings shall not be closer to each other than a distance of 10 feet.
4. Percentage of Lot Coverage. Apartment buildings in a C-LB district shall cover not more than 33 percent of the area of the lot.
- B. Neighborhood Retail Business. All uses permitted in a C-1 district must comply with the following performance standards:
- 1. All business, service, repair, processing, or merchandise display shall be conducted wholly within an enclosed building, except for off-street automobile parking, the sale of gasoline, and self-service car washes. Limited outdoor display of merchandise is permitted; provided, that such display shall include only those quantities sold in a day's operation.
 - 2. Outdoor storage areas incidental to a permitted use shall be enclosed with not less than a six-foot-high fence and shall be visually screened from adjoining properties. All storage areas shall comply with building setbacks.
 - 3. Not more than three persons shall be engaged at any one time in fabricating, repairing, cleaning, or other processing of goods other than food preparation in any establishment. All goods produced shall be primarily sold at retail on the premises where produced.
 - 4. Lighting, including permitted illuminated signs, shall be shielded or arranged so as not to reflect or cause glare to extend into any residential districts, or to interfere with the safe operation of motor vehicles.
 - 5. Noise levels resulting from the operation of equipment used in the conduct of business in the C-1 district shall conform to the requirements of Chapter 173-60 WAC, Maximum Environmental Noise Levels.
 - 6. No single retail business, except for a food store, shall operate within a building space that exceeds 15,000 square feet in area, unless approved by the planning commission through the issuance of a special use permit upon the finding that the proposed retail business primarily serves and is appropriately located within the surrounding residential neighborhoods.

C. General Business. All permitted commercial business uses may be located in the C-3 district, provided their performance is of such a nature that they do not inflict upon the surrounding residential areas, smoke, dirt, glare, odors, vibration, noise, excessive hazards or water pollution detrimental to the health, welfare or safety of the public occupying or visiting the areas. The maximum permissible limits of these detrimental effects shall be as herein defined and upon exceeding these limits they shall be as herein considered a nuisance, declared in violation of this title and shall be ordered abated.

1. Smokestacks shall not emit a visible smoke except for one 10-minute period each day, when a new fire is being started. During this period, the density of the smoke shall not be darker than No. 2 of the Ringlemann Chart as published by the U.S. Bureau of Mines.
2. No visible or invisible noxious gases, fumes, fly ash, soot or industrial wastes shall be discharged into the atmosphere from any continuous or intermittent operation except such as is common to the normal operations of heating plants or gasoline or diesel engines in cars, trucks or railroad engines.
3. Building materials with high light reflective qualities shall not be used in the construction of buildings in such a manner that reflected sunlight will throw intense glare to areas surrounding the C-3 district.
4. Odors of an intensity greater than that of a faint smell of cinnamon which can be detected by persons traveling the roads bordering the lee side of the C-3 district, when a 10 mph wind or less is blowing, are prohibited.
5. Machines or operations which generate air or ground vibration must be baffled or insulated to eliminate any sensation of sound or vibration outside the C-3 district.

D. Waterfront. It is the intent of this section that:

1. Uses should be oriented primarily to the waterfront and secondarily to the public street to facilitate public access to the waterfront; and
2. Public pedestrian access shall include clearly marked travel pathways from the public street through parking areas to primary building entries.

E. Central Business District. New buildings shall conform to the following design standards:

1. The maximum setback area shall only be improved with pedestrian amenities including but not limited to: landscaping, street furniture, sidewalks, plazas, bicycle racks, and public art.
2. Building facades facing streets shall include:
 - a. Glass fenestration on 50 percent to 80 percent of the ground floor of the building facade. A window display cabinet, work of art, decorative grille or similar treatment may be used to cover an opening for concealment and to meet this standard on those portions of the ground floor facade where the applicant can demonstrate that the intrusion of natural light is detrimental to the ground floor use. Examples of such uses include, but are not limited to, movie theaters, museums, laboratories, and classrooms.
 - b. At least two of the following architectural elements:
 - i. Awnings;

- ii. Wall plane modulation at a minimum of three feet for every wall more than 50 feet in length;
 - iii. Pilasters or columns;
 - iv. Bays;
 - v. Balconies or building overhangs; or
 - vi. Upper story windows (comprising a minimum of 50 percent of the facade).
3. At least one pedestrian, nonservice entrance into the building will be provided on each street frontage or provided at the building corner.
 4. Variation of exterior building material between the ground and upper floors of multi-story buildings.
 5. All buildings with a flat roof shall use a modulated height parapet wall for wall lengths greater than 50 feet. The modulation of parapet heights is encouraged to identify building entrances.
 6. All new buildings that utilize parapet walls shall include a projecting cornice detail to create a prominent edge.
 7. Public street and sidewalk improvements are required per Richland Municipal Code to implement approved street cross-sections. Curb cuts are encouraged to be located adjacent to property lines and shared with adjacent properties, via joint access agreement.
 8. Service bays, loading areas, refuse dumpsters, kitchen waste receptacles, outdoor storage locations, and rooftop mechanical equipment shall be located away from public rights-of-way via site planning and screened from view with landscaping, solid screening or combination.
 9. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, or the maximum setback standards set forth in RMC [23.22.040](#) or the maximum parking standards set forth in RMC [23.22.050](#), a project representative may apply to the Richland planning commission for a deviation from these site design standards. The Richland planning commission shall consider said deviation and may approve any deviation based on its review and a determination that the application meets the following findings:
 - a. That the proposal would result in a development that offers equivalent or superior site design than conformance with the literal standards contained in this section; and
 - b. The proposal addresses all applicable design standards of this section in a manner which fulfills their basic purpose and intent; and
 - c. The proposal is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity. [Ord. 28-05 § 1.02; Ord. 07-06; Ord. 04-09; Ord. 07-10 § 1.01; amended during 2011 recodification; Ord. 32-11 § 4].

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter [23.46](#) RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Heavy Equipment Sales and Repair				P				
Manufactured Home Sales Lot				P				
Marinas						P	P	
Marine Equipment Rentals				P		P	P	
Marine Gas Sales						A	A	
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		
Telemarketing Services	P		P	P	P			
Video Rental Store		P	P	P	P	P		P
Food Service								
Cafeterias	A		A	A	A	A	A	
Delicatessen	P	P	P	P	P	P	P	P
Drinking Establishments		P ⁷	P	P	P	P	P	P
Micro-Brewery			P	P	P	P	P	P
Portable Food Vendors ²⁶	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁷	A ²⁸

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Restaurants/Drive-Through		S ⁸	P ⁸	P ⁸	S ^{8,9}	S ^{8,9}		
Restaurants/Lounge		P ⁷	P	P	P	P	P	P
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P	P ¹⁰		
Clubs or Fraternal Societies	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰		
Cultural Institutions	P ¹⁰	P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰		P ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²		
Schools, Alternative	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P	P	P	P	P	P	P
Recreational Uses								
Art Galleries			P	P	P	P	P	P
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Dwelling, One-Family Attached						p ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				p ²⁸
Family Day Care Home	p ¹⁹					p ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		p ¹⁸	P		
Recreational Club	A				A	A		
Senior Housing	P				p ¹⁸	P		
Temporary Residence	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰	p ²⁰		P
Retail Uses								
Adult Use Establishments				p ²¹				
Apparel and Accessory Stores		P	P	P	P	P		P
Auto Parts Supply Store		P	P	P	P			
Books, Stationery and Art Supply Stores	A	P	P	P	P	P		P
Building, Hardware, Garden Supply Stores		P	P	P	P			
Department Store			P	P	P			
Drug Store/Pharmacy	A	P/S ²²	P	P	P	P		
Electronic Equipment Stores		P	P	P	P	P		
Food Stores		P	P	P	P	P		
Florist		P	P	P	P	P		P

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			
Landscaping Material Sales			A	P				
Lumberyards				P				
Nursery, Plant				P				P
Office Supply Store	A	P	P	P	P	P		
Outdoor Sales				P				
Parking Lot or Structure	P	P	P	P	A	P		P
Pawn Shop				P				
Pet Shop and Pet Supply Stores		P	P	P	P			
Retail Hay, Grain and Feed Stores				P				
Secondhand Store			P	P	P	P		
Specialty Retail Stores		P	P	P	P	P		P
Miscellaneous Uses								
Bus Station				P	P			
Bus Terminal				P	P			
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
On-Site Hazardous Waste Treatment and Storage	A	A	A	A	A	A	A	A
Outdoor Storage		A ²⁴	A ²⁴	P ²⁴				
Storage in an Enclosed Building	A	A	A	A	A	A	A	A ²⁸

1. RMC [23.42.280](#)
2. RMC [23.42.270](#)
3. RMC [23.42.320](#)
4. RMC [23.42.330](#)
5. RMC [23.42.040](#)
6. RMC [23.42.170](#)
7. RMC [23.42.053](#)
8. RMC [23.42.047](#)
9. RMC [23.42.055](#)
10. RMC [23.42.050](#)
11. RMC [23.42.200](#)
12. RMC [23.42.250](#)
13. RMC [23.42.260](#)
14. RMC [23.42.100](#)
15. RMC [23.42.230](#)
16. RMC [23.42.220](#)
17. RMC [23.42.190](#)
18. Use permitted on upper stories of multi-story buildings, if main floor is used for commercial or office uses.
19. RMC [23.42.080](#)
20. RMC [23.42.110](#)
21. RMC [23.42.030](#)
22. Use permitted, requires special use permit with drive-through window.
23. Chapter [23.62](#) RMC
24. RMC [23.42.180](#)
25. RMC [23.18.025](#)
26. See definition, RMC [23.06.780](#)
27. RMC [23.42.185](#)
28. Activities permitted only when directly related to and/or conducted in support of winery operations.
29. Within the central business district (CBD), existing commercial laundry/dry cleaning uses, established and operating at the time the CBD district was established, are allowed as a permitted use. All use of the land and/or buildings necessary and incidental to that of the commercial laundry/dry cleaning use, and existing at the effective date of the CBD district, may be continued. Commercial laundry/dry cleaning uses not established and operating at the time the CBD district was established are prohibited.

[Ord. 28-05 § 1.02; Ord. 15-07; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification; Ord. 32-11 § 5].

23.22.040 Site requirements and development standards for commercial use districts.

In the following chart, development standards are listed on the vertical axis. Zoning districts are listed on the horizontal axis. The number appearing in the box at the intersection of the column and row represents the dimensional standard that applies to that zoning district.

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Minimum Lot Area	None	None	None	None	None	None	None	None
Maximum Density – Multifamily Dwellings (units/square feet)	1:1,500	N/A	N/A	N/A	None	1:1,500	N/A	N/A
Minimum Lot Width – One-Family Attached Dwellings	N/A	N/A	N/A	N/A	N/A	30 feet	N/A	N/A
Minimum Front Yard Setback ¹⁴	20 feet	45 feet ¹	0 feet ²	0 feet ²	CBD, Parkway, Uptown Districts: 0 feet min. – 20 feet max. ^{3, 11, 13} Medical District: 0 feet min.	Note 4,5	Note 4	20 feet
Minimum Side Yard Setback	0 feet ⁶	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,9}	0 feet	0 feet ^{6,8}
Minimum Rear Yard Setback	0 feet ^{6,8}	0 feet ⁷	None	None	0 feet ^{6,8}	0 feet ^{5,8,10}	0 feet	0 feet ^{6,8}
Maximum Building Height ¹⁴	55 feet	30 feet	80 feet	80 feet	CBD – 110 feet Medical – 140 feet Parkway – 50 feet Uptown – 50 feet	35/55 feet ¹²	35/55 feet ¹²	35 feet
Minimum Dwelling Unit Size (in square feet, excluding porches, decks, balconies and basements)	500 feet	N/A	N/A	N/A	500 feet	500 feet	N/A	N/A

1. Each lot shall have a front yard 45 feet deep or equal to the front yards of existing buildings in the same C-1 district and within the same block.

2. No setback required if street right-of-way is at least 80 feet in width. Otherwise, a minimum setback of 40 feet from street centerline is required.
3. Unless a greater setback is required by Chapter [12.11](#) RMC, Intersection Sight Distance.
4. Front and Side Street. No building shall be closer than 40 feet to the centerline of a public right-of-way. The setback area shall incorporate pedestrian amenities such as increased sidewalk width, street furniture, landscaped area, public art features, or similar features.
5. In the case of attached one-family dwelling units, setback requirements shall be as established for attached dwelling units in the medium-density residential small lot (R-2S) zoning district. Refer to RMC [23.18.040](#).
6. In any commercial limited business (C-LB), central business (CBD) or in any commercial winery (CW) zoning district that directly abuts a single-family zoning district, the following buffer, setback and building height regulations shall apply to all structures:
 - a. Within the commercial limited business (C-LB), the central business district (CBD) and the commercial winery (CW) districts, buildings shall maintain at least a 35-foot setback from any property that is zoned for single-family residential use. Single-family residential zones include R-1-12 – single-family residential 12,000, R-1-10 – single-family residential 10,000, R-2 – medium-density residential, R-2S – medium-density residential small lot, or any residential planned unit development that is comprised of single-family detached dwellings.
 - b. Buildings that are within 50 feet of any property that is zoned for single-family residential use in commercial limited business (C-LB) and the commercial winery (CW) districts and buildings that are within 50 feet of any property that is zoned for and currently developed with a single-family residential use in the central business district (CBD) (as defined in footnote (6)(a)) shall not exceed 30 feet in height. Beyond the area 50 feet from any property that is zoned for single-family residential use, building height may be increased at the rate of one foot in building height for each additional one foot of setback from property that is zoned for single-family residential use to the maximum building height allowed in the C-LB, CW and CBD zoning districts, respectively.
 - c. A six-foot-high fence that provides a visual screen shall be constructed adjacent to any property line that adjoins property that is zoned for single-family residential use, or currently zoned for and developed with a single-family residential use in the CBD district. Additionally, a 10-foot landscape strip shall be provided adjacent to the fence. This landscape strip may be used to satisfy the landscaping requirements established for the landscaping of parking facilities as identified in RMC [23.54.140](#).
 - d. In the C-LB and CW districts, a 20-foot setback shall be provided for any side yard that adjoins a street.
7. Side yard and rear yard setbacks are not required except for lots adjoining a residential development, residential district, or a street. Lots adjoining either a residential development or residential district shall maintain a minimum 15-foot setback. Lots adjoining a street shall maintain a minimum 20-foot setback. Required side or rear yards shall be landscaped or covered with a hard surface, or a combination of both. No accessory buildings or structures shall be located in such yards unless otherwise permitted by this title.

8. No minimum required, except parking shall be set back a minimum of five feet to accommodate required landscape screening as required under RMC [23.54.140](#).
9. Side Yard. No minimum, except parking shall be set back a minimum of five feet, and buildings used exclusively for residences shall maintain at least one foot of side yard for each three feet or portion thereof of building height. Side yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
10. No minimum, except parking shall be set back a minimum of five feet. Rear yards adjoining a residential district shall maintain setbacks equivalent to the adjacent residential district.
11. Commercial developments such as community shopping centers or retail centers over 40,000 square feet in size and typically focused around a major tenant, such as a supermarket grocery, department store or discount store, and supported with smaller “ancillary” retail shops and services located in multiple building configurations, are permitted front and street side maximum setback flexibility for the largest building. Maximum setback standards on any other new buildings may be adjusted by the planning commission as part of the alternative design review as set forth in the performance standards and special requirements of RMC [23.22.020\(E\)\(9\)](#).
12. All buildings that are located in both the waterfront (WF) district and that fall within the jurisdictional limits of the Shoreline Management Act shall comply with the height limitations established in the Richland shoreline master program (RMC Title [26](#)). Buildings in the WF district that are not subject to the Richland shoreline master program shall not exceed a height of 35 feet; unless the planning commission authorizes an increase in building height to a maximum height of 55 feet, based upon a review of the structure and a finding that the proposed building is aesthetically pleasing in relation to buildings and other features in the vicinity and that the building is located a sufficient distance from the Columbia River to avoid creating a visual barrier.
13. Physical additions to existing nonconforming structures are not subject to the maximum front yard setback requirements.
14. The medical, uptown and parkway districts of the CBD zoning district are established as shown by Plates 23.22.040(1), (2) and (3).

PLATE NO. 1 - 23.22.040

PLATE 1



CBD - MEDICAL DISTRICT

PLATE NO. 2 - 23.22.040

PLATE 2



CBD - UPTOWN DISTRICT

PLATE NO. 3 - 23.22.040

PLATE 3



CBD - THE PARKWAY DISTRICT

[Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.03; amended during 2011 recodification; Ord. 32-11 § 6].

23.22.050 Parking standards for commercial use districts.

A. Off-street parking space shall be provided in all commercial zones in compliance with the requirements of Chapter [23.54](#) RMC.

B. Central Business District Off-Street Parking. All uses have a responsibility to provide parking. The parking responsibility for any new use or change in use shall be determined in accordance with the requirements of Chapter [23.54](#) RMC. The maximum number of parking spaces provided on site shall not exceed 125 percent of the minimum required parking as specified in Chapter [23.54](#) RMC; provided, that any number of parking spaces beyond the established maximum may be approved by the planning commission subject to RMC [23.22.020](#)(E)(9) (Alternative Design).

1. The off-street parking requirement may be reduced as follows:

a. The planning commission may reduce the parking responsibility as provided by RMC [23.54.080](#), joint use; and/or

b. Within a 600-foot radius of the property, and within the CBD zoning district, a 25 percent credit will be provided for each on-street parking space and/or for each off-street parking space located in a city-owned public parking lot. The allowed combined reduction in required off-street parking shall not exceed 50 percent of the overall off-street parking requirement (including any reductions contained in RMC [23.54.080](#)). Example: one off-street space will be credited if four on-street spaces are located within 600 feet of the property. Parking space dimensions are found in RMC [23.54.120](#). Only those streets designated for on-street parking shall be considered for the credit. Curb cuts, driveways, hydrant frontages, and similar restricted parking areas shall be excluded from the calculation.

2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted for the shrubs. The landscaping and masonry wall, if used, shall be at no greater setback than the maximum setback for a front or street side (RMC [23.22.040](#)). Masonry walls are subject to the performance standards found in RMC [23.22.020](#)(E), and must be granted approval by the public works director for compliance with vision clearance requirements for traffic safety before installation. [Ord. 28-05 § 1.02; Ord. 04-09; Ord. 07-10 § 1.02; amended during 2011 recodification].

**CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING**

Notice is hereby given that Darin Musser has submitted an application to rezone a 1.5 acre site located north of Van Giesen Street and east of Buckskin Lane from Agriculture to C-3 (General Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Thursday, **January 26, 2017** at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring more information, to express his views or to be notified of any decisions pertaining to these applications or the DNS should notify Rick Simon, Development Services Manager, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7596, rsimon@ci.richland.wa.us.



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 6th day of January, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2016-106 on the property at:

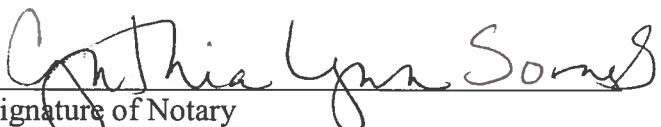
1752 Buckskin Lane
PIN # 1- 04981020004001



Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 6th day of January, 2017 by SHANE O'NEILL.




Signature of Notary


Printed Name

Notary Public in and for the State of Washington,

Residing in Kennewick WA

My appointment expires: 7/10/2020

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

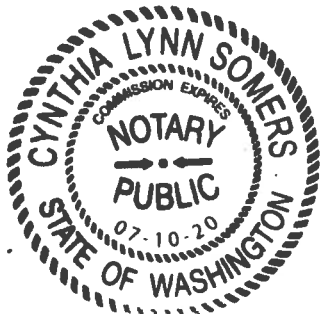
COMES NOW, Kathy Anderson, who, being first duly sworn upon oath deposes and says:

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

2. On the 3RD day of January, 2017, I mailed a copy of the attached NOTICE OF APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS or E-mail on the date indicated above. The Notice of application and public hearing is related to a request to rezone a 1.5 acre site located north of Van Giesen Street and east of Buckskin Lane from Agriculture to C-3 (General Business).

Kathy H. Anderson
Print Name: Kathy Anderson

SIGNED AND SWORN to before me this 3rd day of Jan, 2017 by Kathy Anderson.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennewick WA
My appointment expires: July 10, 2020

CITY OF RICHLAND NOTICE OF APPLICATIONS AND PUBLIC HEARING

Northstone Richland LLC has filed an application for preliminary plat approval to subdivide 39.06 acres site into 99 single family residential lots (Preliminary Plat of Quail Ridge). The proposed plat is located southwest of SR-240, north and west of the Horn Rapids Golf Course west of Horn Rapids and east of Twin Bridges Road

Northstone Richland LLC has also filed a second application for preliminary plat approval to subdivide 33.3 acres into 121 single family residential lots (Preliminary Plat of Wild Canyon). The proposed plat is in the Horn Rapids community, north of the 3rd fairway, south of the 5th fairway and west of the plat of Eaglewatch. The proposal also includes an application to rezone the property from Multi-Family Residential and Commercial Limited Business to Medium Density Residential.

The City of Richland has determined that these two proposals do not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This DNS is issued under WAC 197-11-340(2); the lead agency will not act on these proposals for 14 days.

Darin Musser has filed an application to change the zoning on a 1.5 acre parcel located north of Van Giesen Street and east of Buckskin Lane from an Agricultural district to a General Business (C-3) district.

The Richland Hearings Examiner, on Thursday January 26, 2017, will conduct a public hearing and review of all three applications beginning 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.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 06-17, Amending RMC Chapter 2.23, Related to Salaries to Establish City-Paid Premium Percentages for Councilmember Health Benefits

Department:
City Manager

Ordinance/Resolution Number:
06-17

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 06-17, amending Chapter 2.23 of the Richland Municipal Code to establish City-paid premium percentages for councilmember health benefits.

Summary:

In November 2016, Councilmembers reviewed the Association of Washington Cities' (AWC) report regarding comparable compensation and benefits for Councilmembers.

During the January 2017 Retreat, Councilmembers discussed providing health care benefits similar to those provided to Unaffiliated Staff. Currently, Councilmembers do not receive any premium cost sharing and bear the full cost of health benefits.

Council determined that providing City-paid premium percentages for medical, dental and vision similar to those provided for Unaffiliated Staff was in alignment with some other comparable cities noted in the AWC report.

The proposed ordinance establishes City-paid premium percentages for Councilmember health benefits.

If approved, Councilmembers may enroll by April 1, 2017.

Fiscal Impact: The fiscal impact is \$102,653.88, assuming all council members elect coverage for themselves only. The impact may change if not all members elect coverage or if any members elect to cover spouses and/or children.

Attachments:

I. Ordinance No. 06-17

ORDINANCE NO. 06-17

AN ORDINANCE of the City of Richland Amending
Title 2: Administration and Personnel of the Richland
Municipal Code regarding Councilmember Health Benefits.

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 or to eliminate or clarify ambiguity; and

WHEREAS, in order to attract and retain qualified candidates to serve on the Richland City Council, the City has determined that it is in the City's best interest to make health benefits available to councilmembers in the same manner as they are made available to unaffiliated city employees.

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

Section 1. Richland Municipal Code Title 2, Chapter 2.32, entitled Salaries, as enacted by Ordinance No. 37-01, shall be amended to read as follows:

2.32.058 Councilmember health benefits

~~On or after January 1, 2002, f~~or those councilmembers eligible to receive said benefits, councilmembers will be provided access to medical, dental and vision health benefits ~~which as they~~ are made available to unaffiliated city employees. Health benefit insurance premiums for councilmembers shall be paid as follows: vision and dental insurance premiums shall be 100% city-paid; medical insurance premiums shall be 88% city-paid and 12% councilmember-paid. Councilmembers shall pay the cost of such health benefit insurance premium(s). Consistent with RCW 41.04.190, ~~T~~he total council remuneration shall not change as a result of access to health benefits under this section.

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: March 26, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 39-17, Awarding Bid to Big D's Construction of Tri-Cities, Inc. for Schaeffer Street Construction Project

Department:
Public Works

Ordinance/Resolution Number:
39-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 39-17, authorizing the City Manager to sign and execute an agreement with Big D's Construction of Tri-Cities, Inc. for the Schaeffer Street construction project.

Summary:

On June 18, 2013, the City signed an Infrastructure Agreement with Schaeffer Industries to support development of their property in the Horn Rapids Industrial Park. Through this agreement, the City committed to completing a street and utility improvements project. The agreement placed a maximum value on the City's improvement costs.

Staff has completed all necessary project development and design work to advance the project to construction. Construction bids were solicited in accordance with City purchasing policies. On February 6, 2017, five bids were received and opened with a high bid of \$1,032,766.37 and a low bid of \$779,407.49. The engineer's estimate for this project was \$970,027.16. Big D's Construction of Tri-Cities, Inc. was the low bidder.

Construction is scheduled to begin in early spring 2017 and is expected to be completed early summer 2017.

Staff recommends awarding the contract to Big D's Construction of Tri-Cities, Inc.

Fiscal Impact:

Project is funded by land sale proceeds from the Schaeffer property sale along with private contribution from Schaeffer Industrial Steel. Total project costs including design, construction, construction management and contingency is estimated to be \$918,814. Total funds available is \$919,465.46 as budgeted in the Industrial Development Fund.

Attachments:

1. RES No. 39-17 Schaeffer Street Bid Award
2. Bid Tab - Schaeffer Street Construction
3. Vicinity Map - Schaeffer Street

RESOLUTION NO. 39-17

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Big D's Construction, Inc. for the Schaeffer Street Construction Project.

WHEREAS, pursuant to a Purchase and Sale Agreement with Schaeffer Industries dated June 18, 2013, the City budgeted funds to complete a street and utility improvements project to support site development; and

WHEREAS, City staff have completed all project development and design work required to advance the project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening five (5) bids on February 6, 2017; and

WHEREAS, Big D's Construction, Inc. submitted the lowest responsible bid of the five (5) received; and

WHEREAS, to complete project funding, a contribution from Schaeffer Industries is necessary; and

WHEREAS, an agreement to secure the necessary funds from Schaeffer Industries has been negotiated and prepared for Council consideration; and

WHEREAS, with Schaeffer Industries' contribution, 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 land sale condition, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract award to Big D's Construction, Inc. in the amount of \$779,407.49, and to execute contract change orders up to the amount of \$75,000 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
21st day of March, 2017

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: February 6, 2017	ITB # 17-0007
SCHAEFFER STREET CONSTRUCTION	

				ENGINEER'S ESTIMATE		BIG D's CONSTRUCTION OF TRI CITIES PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ROAD IMPROVEMENTS - PUBLIC								
1	Mobilization.	1	LS	\$15,000.00	15,000.00	11,000.00	11,000.00	47,374.48	47,374.48
2	SPCC plan (all schedules).	1	LS	1,000.00	1,000.00	250.00	250.00	75.20	75.20
3	Roadway survey (all schedules).	1	LS	24,000.00	24,000.00	7,000.00	7,000.00	9,265.32	9,265.32
4	Project temporary traffic control.	1	LS	3,000.00	3,000.00	1,000.00	1,000.00	3,775.13	3,775.13
5	Flaggers & spotters.	20	HR	60.00	1,200.00	50.00	1,000.00	58.42	1,168.40
6	Removal of structures & obstructions.	1	LS	2,000.00	2,000.00	2,000.00	2,000.00	2,472.79	2,472.79
7	Clearing & grubbing.	1	LS	2,000.00	2,000.00	2,000.00	2,000.00	1,236.39	1,236.39
8	Roadway excavation, including haul.	3,162	CY	6.00	18,972.00	1.00	3,162.00	3.83	12,110.46
9	Embankment compaction.	121	CY	10.00	1,210.00	0.25	30.25	2.60	314.60
10	Ditch excavation, 2' depth.	2,480	LF	2.00	4,960.00	1.50	3,720.00	1.85	4,588.00
11	Crushed surfacing top course.	402	CY	31.00	12,462.00	22.00	8,844.00	35.66	14,335.32
12	Crushed surfacing base course.	1,678	CY	21.00	35,238.00	22.00	36,916.00	34.81	58,411.18
13	Check dams.	3	EA	200.00	600.00	200.00	600.00	254.06	762.18
14	Solid wall storm sewer pipe, 12" diameter.	88	LF	20.00	1,760.00	10.00	880.00	25.04	2,203.52
15	Trench safety.	88	EA	2.00	176.00	0.01	0.88	1.04	91.52
16	Imported pipe zone bedding.	88	LF	2.00	176.00	0.01	0.88	-	-
17	Television inspection of storm pipe.	88	LF	6.00	528.00	1.00	88.00	6.64	584.32
18	Aluminum hinged grate, 12".	2	EA	750.00	1,500.00	350.00	700.00	248.20	496.40
19	Quarry spalls.	17	TON	30.00	510.00	25.00	425.00	58.46	993.82
20	Soil residual herbicide.	6,889	SY	0.15	1,033.35	0.15	1,033.35	0.13	895.57
21	HMA CI 1/2" PG 64-28.	1,458	TON	68.00	99,144.00	62.00	90,396.00	62.72	91,445.76
22	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
23	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
24	Seeding, fertilizing & mulching.	2	AC	1,500.00	3,000.00	2,000.00	4,000.00	3,104.55	6,209.10
25	Haul & place compost.	64	TON	500.00	32,000.00	65.00	4,160.00	60.80	3,891.20
26	Illumination system complete, public road (7 new street lights).	1	LS	26,500.00	26,500.00	38,000.00	38,000.00	41,207.07	41,207.07
27	Illumination system complete, public road (5 new street lights).	0	LS	19,000.00	-	-	-	-	-
28	Monument case & cover.	2	EA	300.00	600.00	150.00	300.00	418.77	837.54
29	ESC lead.	1	LS	2,000.00	2,000.00	250.00	250.00	225.59	225.59

				ENGINEER'S ESTIMATE		BIG D's CONSTRUCTION OF TRI CITIES PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	Site restoration.	1	LS	2,000.00	2,000.00	2,000.00	2,000.00	5,646.47	5,646.47
ROAD IMPROVEMENTS - PUBLIC SUBTOTAL					\$292,571.35	\$219,758.36		\$310,619.33	
0% SALES TAX					-	-		-	
ROAD IMPROVEMENTS - PUBLIC TOTAL					\$292,571.35	\$219,758.36		\$310,619.33	
ROAD IMPROVEMENTS - PRIVATE									
1-P	Mobilization.	1	LS	\$15,000.00	15,000.00	2,000.00	2,000.00	588.50	588.50
2-P	Roadway excavation, including haul.	2,675	CY	6.00	16,050.00	1.00	2,675.00	3.82	10,218.50
3-P	Ditch excavation, 2' depth.	1,678	LF	2.00	3,356.00	1.50	2,517.00	1.88	3,154.64
4-P	Crushed surfacing top course.	272	CY	31.00	8,432.00	22.00	5,984.00	35.30	9,601.60
5-P	Crushed surfacing base course.	1,135	CY	21.00	23,835.00	22.00	24,970.00	34.88	39,588.80
6-P	Check dams.	3	EA	200.00	600.00	200.00	600.00	248.11	744.33
7-P	Quarry spalls.	11	TON	30.00	330.00	25.00	275.00	58.45	642.95
8-P	Soil residual herbicide.	4,661	SY	0.15	699.15	0.45	2,097.45	0.12	559.32
9-P	HMA CI 1/2" PG 64-28.	1,013	TON	68.00	68,884.00	62.00	62,806.00	62.52	63,332.76
10-P	Job mix compliance price adjustment.	1	CALC	\$1.00	1.00	1.00	1.00	1.00	1.00
11-P	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
12-P	Seeding, fertilizing & mulching.	1	AC	1,500.00	1,500.00	2,000.00	2,000.00	3,066.82	3,066.82
13-P	Haul & place compost.	43	TON	500.00	21,500.00	65.00	2,795.00	60.62	2,606.66
14-P	Illumination system complete, public road (5 new street lights).	1	LS	19,000.00	19,000.00	25,000.00	25,000.00	26,233.58	26,233.58
15-P	Site restoration.	1	LS	2,000.00	2,000.00	2,000.00	2,000.00	4,234.85	4,234.85
ROAD IMPROVEMENTS - PRIVATE SUBTOTAL					\$181,188.15	\$135,721.45		\$164,575.31	
8.6% SALES TAX					15,582.18	11,672.04		14,153.48	
ROAD IMPROVEMENTS - PRIVATE TOTAL					\$196,770.33	\$147,393.49		\$178,728.79	
SEWER									
1S	PVC sewer pipe, 8 inch, 0'-15' deep .	2,443	LF	\$18.00	43,974.00	14.00	34,202.00	16.47	40,236.21
2S	P VC sewer pipe, 6'.	346	LF	15.00	5,190.00	7.90	2,733.40	16.68	5,771.28
3S	Solid wall storm sewer pipe, 12" diameter.	22	LD	20.00	440.00	10.00	220.00	35.14	773.08
4S	Trench safety.	2,811	EA	2.00	5,622.00	0.01	28.11	1.17	3,288.87
5S	Imported pipe zone bedding.	2,811	LF	2.00	5,622.00	0.01	28.11	-	-
6S	Television inspection of sewer or storm pipe.	2,465	LF	3.00	7,395.00	1.00	2,465.00	1.04	2,563.60
7S	Sewer manhole 48" diameter Pre-Cast base.	8	EA	2,500.00	20,000.00	2,400.00	19,200.00	2,853.83	22,830.64
8S	Sewer manhole 48" diameter Cast-in-Place base.	1	EA	3,200.00	3,200.00	3,000.00	3,000.00	3,323.60	3,323.60
9S	Manhole additional height 48" diameter Type sewer.	8	LF	250.00	2,000.00	115.00	920.00	316.05	2,528.40
10S	Sewer service connection, 6".	9	EA	450.00	4,050.00	1,288.00	11,592.00	539.84	4,858.56

				ENGINEER'S ESTIMATE		BIG D's CONSTRUCTION OF TRI CITIES PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11S	8" or 6" sewer cap.	9	EA	100.00	900.00	35.00	315.00	13.47	121.23
12S	Sewer service marker.	9	EA	50.00	450.00	115.00	1,035.00	72.97	656.73
13S	Dig and verify.	1	EA	250.00	250.00	150.00	150.00	621.34	621.34
14S	Underground utility crossing marked & unmarked.	1	EA	200.00	200.00	150.00	150.00	1,011.83	1,011.83
15S	Asphalt patching (3" HMA, 3" CSTC & 6" CSBS).	31	SY	95.00	2,945.00	121.00	3,751.00	95.21	2,951.51
16S	Flaggers & spotters.	40	HR	60.00	2,400.00	50.00	2,000.00	58.93	2,357.20
17S	Sewer access roadway, 2" Thick CSTC.	50	CY	35.00	1,750.00	28.00	1,400.00	64.68	3,234.00
18S	Aluminum hinged grate, 12".	2	EA	750.00	1,500.00	350.00	700.00	235.34	470.68
19S	Temporary patching (cold mix).	31	SY	50.00	1,550.00	19.00	589.00	26.77	829.87
SEWER SUBTOTAL					\$109,438.00	\$84,478.62		\$98,428.63	
8.6% SALES TAX					9,411.67	7,265.16		8,464.86	
SEWER TOTAL					\$118,849.67	\$91,743.78		\$106,893.49	

WATER									
1W	DI pipe for water main 12" diameter.	1,756	LF	\$32.00	56,192.00	32.00	56,192.00	30.39	53,364.84
2W	DI pipe for water main 8" diameter.	310	LF	24.00	7,440.00	42.00	13,020.00	29.24	9,064.40
3W	DI pipe for water main 6" diameter, restrained joint.	42	LF	21.00	882.00	35.00	1,470.00	43.29	1,818.18
4W	Trench safety.	2,108	LF	2.00	4,216.00	0.01	21.08	0.28	590.24
5W	Imported pipe zone bedding.	2,108	LF	2.00	4,216.00	0.01	21.08	-	-
6W	Butterfly valve 12", FL x MJ.	1	EA	1,500.00	1,500.00	1,200.00	1,200.00	1,822.54	1,822.54
7W	Gate valve 8, FL x MJ.	7	EA	1,000.00	7,000.00	890.00	6,230.00	1,111.01	7,777.07
8W	Gate valve 6", FL x MJ.	7	EA	950.00	6,650.00	630.00	4,410.00	857.04	5,999.28
9W	Coupling adapter, 12", FL x MJ.	2	EA	300.00	600.00	220.00	440.00	178.47	356.94
10W	TEE, 12 x 8 ((MJ X FL)	5	EA	\$1,300.00	6,500.00	400.00	2,000.00	382.92	1,914.60
11W	Tee, 8 x 6 (MJ X FL).	6	EA	850.00	5,100.00	300.00	1,800.00	232.32	1,393.92
12W	Bend 22.5 degree, 12".	2	EA	350.00	700.00	200.00	400.00	266.00	532.00
13W	Fire hydrant assembly.	7	EA	2,400.00	16,800.00	2,500.00	17,500.00	2,389.12	16,723.84
14W	Water service marker.	1	EA	100.00	100.00	100.00	100.00	48.72	48.72
15W	Blind flange, 12".	1	EA	250.00	250.00	200.00	200.00	206.67	206.67
16W	Underground util. Crossing, marked & unmarked.	4	EA	250.00	1,000.00	150.00	600.00	608.48	2,433.92
17W	Dig & verify.	3	EA	300.00	900.00	150.00	450.00	189.21	567.63
18W	Flaggers & spotters.	10	HR	60.00	600.00	50.00	500.00	71.74	717.40
19W	Fire hydrant concrete pad.	7	EA	325.00	2,275.00	300.00	2,100.00	379.07	2,653.49
20W	Water service connection, 2".	1	EA	225.00	225.00	450.00	450.00	1,270.56	1,270.56
21W	PE water service line, 2".	57	LF	7.00	399.00	10.00	570.00	15.07	858.99
	Tee, 12 x 8, FL x FL.	2	EA	1,350.00	2,700.00	750.00	1,500.00	595.41	1,190.82
23W	Pressure cap, 8".	7	EA	200.00	1,400.00	150.00	1,050.00	124.73	873.11
24W	Bend, 45 degree, 12".	2	EA	450.00	900.00	250.00	500.00	341.13	682.26

				ENGINEER'S ESTIMATE		BIG D's CONSTRUCTION OF TRI CITIES PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
25W	Tapping assembly & valve, 12" (on 20". DI).	1	EA	1,500.00	1,500.00	3,000.00	3,000.00	5,651.78	5,651.78
26W	Adjust water test station.	1	EA	150.00	150.00	500.00	500.00	375.60	375.60
27W	Thrust block.	31	EA	125.00	3,875.00	100.00	3,100.00	88.01	2,728.31

WATER SUBTOTAL	\$134,070.00	\$119,324.16	\$121,617.11
8.6% SALES TAX	11,530.02	10,261.88	10,459.07
WATER TOTAL	\$145,600.02	\$129,586.04	\$132,076.18

IRRIGATION									
1	C-900 pipe for irrigation line, 4" diameter.	1,813	LF	\$12.00	21,756.00	9.00	16,317.00	8.38	15,192.94
2	Irrigation service saddle, 4" X 1 1/4".	6	EA	200.00	1,200.00	125.00	750.00	93.08	558.48
3	PVC irrigation service line, 1 1/4" PE tubing.	251	LF	5.00	1,255.00	20.00	5,020.00	12.35	3,099.85
4	Irrigation service riser.	6	EA	150.00	900.00	600.00	3,600.00	442.40	2,654.40
5	Bend 22.5 degree, 4".	3	EA	125.00	375.00	90.00	270.00	92.90	278.70
6	Gate valve, 4" irrigation.	4	EA	350.00	1,400.00	500.00	2,000.00	729.27	2,917.08
7	Blow-off, irrigation.	1	EA	250.00	250.00	700.00	700.00	941.70	941.70
8	Bend, 45 degree, 4".	2	EA	150.00	300.00	100.00	200.00	131.91	263.82
9	Remove irrigation hydrant.	1	EA	200.00	200.00	500.00	500.00	503.74	503.74
10	Reducer, 6" X 4", irrigation.	1	EA	250.00	250.00	150.00	150.00	627.74	627.74
11	Tee, 4 x 4, irrigation.	2	EA	200.00	400.00	200.00	400.00	269.32	538.64
12	Pressure cap, 4" irrigation.	2	EA	75.00	150.00	80.00	160.00	126.17	252.34
13	Thrust block.	7	EA	100.00	700.00	100.00	700.00	98.19	687.33

IRRIGATION SUBTOTAL	\$29,136.00	\$30,767.00	\$28,516.76
8.6% SALES TAX	2,505.70	2,645.96	2,452.44
IRRIGATION TOTAL	\$31,641.70	\$33,412.96	\$30,969.20

ELECTRICAL									
1E	Power conduit, 6" PVC, deep sockets.	4,217	LF	\$4.95	20,874.15	4.79	20,199.43	4.05	17,078.85
2E	Conduit, 4" PVC, deep sockets.	2,393	LF	3.50	8,375.50	2.93	7,011.49	2.67	6,389.31
3E	Conduit, 3" PVC, deep sockets.	3,472	LF	2.50	8,680.00	2.35	8,159.20	2.17	7,534.24
4E	Conduit, 6" HDPE (boring).	247	LF	7.00	1,729.00	4.50	1,111.50	5.73	1,415.31
5E	Conduit, 4" HDPE (boring).	85	LF	6.50	552.50	2.50	212.50	4.34	368.90
6E	Conduit, 3" HDPE (boring).	85	LF	6.00	510.00	1.50	127.50	3.31	281.35
7E	Trench excavation & backfill, utilities, 3' x 42" deep.	4,367	LF	5.00	21,835.00	1.00	4,367.00	3.11	13,581.37
8E	Trench excavation & backfill, gas line, 2' x 24" deep.	1,154	LF	3.50	4,039.00	1.00	1,154.00	1.56	1,800.24
9E	Power vault v29 & cover w/2 steel lids.	2	EA	4,680.00	9,360.00	4,227.00	8,454.00	4,891.49	9,782.98
10E	Power vault v19 & cover w/2 steel lids.	8	EA	\$3,286.00	26,288.00	3,912.00	31,296.00	3,963.72	31,709.76

				ENGINEER'S ESTIMATE		BIG D's CONSTRUCTION OF TRI CITIES PASCO, WA		CULBERT CONSTRUCTION, INC PASCO, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11E	Power vault v11, & cover w/ steel lids.	7	EA	1,875.00	13,125.00	2,678.00	18,746.00	2,607.55	18,252.85
12E	Power vault v3, & cover w/ steel lids.	9	EA	900.00	8,100.00	1,639.00	14,751.00	1,453.53	13,081.77
13E	Trench safety.	4,367	LF	2.00	8,734.00	0.01	43.67	-	-
14E	Imported pipe bedding.	4,367	LF	2.00	8,734.00	0.01	43.67	-	-
15E	Directional boring.	417	LF	50.00	20,850.00	62.50	26,062.50	66.38	27,680.46
16E	Receiving trench - directional boring.	4	EA	1,500.00	6,000.00	400.00	1,600.00	531.24	2,124.96
17E	Dig & verify.	5	EA	150.00	750.00	100.00	500.00	512.44	2,562.20
18E	Flaggers & spotters.	24	HR	60.00	1,440.00	50.00	1,200.00	64.05	1,537.20
ELECTRICAL SUBTOTAL					\$169,976.15		\$145,039.46		\$155,181.75
8.6% SALES TAX					14,617.95		12,473.39		13,345.63
ELECTRICAL TOTAL					\$184,594.10		\$157,512.85		\$168,527.38
ROAD IMPROVEMENTS - PUBLIC					\$292,571.35		\$219,758.36		\$310,619.33
ROAD IMPROVEMENTS - PRIVATE					196,770.33		147,393.49		178,728.79
SEWER					118,849.67		91,743.78		106,893.49
WATER					145,600.02		129,586.04		132,076.18
IRRIGATION					31,641.70		33,412.96		30,969.20
ELECTRICAL					184,594.10		157,512.85		168,527.38
GRAND TOTAL					\$970,027.16		\$779,407.49		\$927,814.37

City of Richland

DATE BIDS OPENED: February 6, 2017	ITB # 17-0007
SCHAEFFER STREET CONSTRUCTION	

PREMIER EXCAVATION, INC RICHLAND, WA	C & E TRENCHING LLC PASCO, WA	APOLLO INC KENNEWICK, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ROAD IMPROVEMENTS - PUBLIC									
1	Mobilization.	1	LS	12,190.00	12,190.00	5,073.23	5,073.23	49,500.00	49,500.00
2	SPCC plan (all schedules).	1	LS	500.00	500.00	332.46	332.46	1,000.00	1,000.00
3	Roadway survey (all schedules).	1	LS	6,500.00	6,500.00	10,057.22	10,057.22	12,000.00	12,000.00
4	Project temporary traffic control.	1	LS	1,468.00	1,468.00	2,793.67	2,793.67	3,000.00	3,000.00
5	Flaggers & spotters.	20	HR	46.00	920.00	51.40	1,028.00	49.75	995.00
6	Removal of structures & obstructions.	1	LS	1,425.00	1,425.00	1,338.98	1,338.98	1,000.00	1,000.00
7	Clearing & grubbing.	1	LS	1,000.00	1,000.00	1,356.65	1,356.65	2,400.00	2,400.00
8	Roadway excavation, including haul.	3,162	CY	4.50	14,229.00	1.70	5,375.40	6.25	19,762.50
9	Embankment compaction.	121	CY	15.00	1,815.00	4.21	509.41	4.40	532.40
10	Ditch excavation, 2' depth.	2,480	LF	3.00	7,440.00	5.79	14,359.20	0.50	1,240.00
11	Crushed surfacing top course.	402	CY	34.00	13,668.00	34.72	13,957.44	31.65	12,723.30
12	Crushed surfacing base course.	1,678	CY	31.00	52,018.00	30.33	50,893.74	28.90	48,494.20
13	Check dams.	3	EA	250.00	750.00	299.43	898.29	90.00	270.00
14	Solid wall storm sewer pipe, 12" diameter.	88	LF	32.25	2,838.00	23.83	2,097.04	18.60	1,636.80
15	Trench safety.	88	EA	1.00	88.00	0.51	44.88	0.10	8.80
16	Imported pipe zone bedding.	88	LF	3.00	264.00	3.27	287.76	2.00	176.00
17	Television inspection of storm pipe.	88	LF	5.00	440.00	1.12	98.56	2.00	176.00
18	Aluminum hinged grate, 12".	2	EA	550.00	1,100.00	653.35	1,306.70	410.00	820.00
19	Quarry spalls.	17	TON	95.00	1,615.00	41.00	697.00	46.00	782.00
20	Soil residual herbicide.	6,889	SY	0.10	688.90	0.17	1,171.13	0.12	826.68
21	HMA CI 1/2" PG 64-28.	1,458	TON	61.00	88,938.00	68.17	99,391.86	65.95	96,155.10
22	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
23	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
24	Seeding, fertilizing & mulching.	2	AC	3,992.37	7,984.74	2,771.33	5,542.66	2,680.00	5,360.00
25	Haul & place compost.	64	TON	36.98	2,366.72	78.22	5,006.08	75.00	4,800.00
26	Illumination system complete, public road (7 new street lights).	1	LS	40,060.00	40,060.00	43,487.30	43,487.30	43,300.00	43,300.00
27	Illumination system complete, public road (5 new street lights).	0	LS	-	-	-	-	-	-
28	Monument case & cover.	2	EA	410.00	820.00	917.23	1,834.46	320.00	640.00
29	ESC lead.	1	LS	500.00	500.00	199.48	199.48	50.00	50.00

				PREMIER EXCAVATION, INC RICHLAND, WA		C & E TRENCHING LLC PASCO, WA		APOLLO INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
30	Site restoration.	1	LS	1,000.00	1,000.00	1,621.65	1,621.65	4,000.00	4,000.00
ROAD IMPROVEMENTS - PUBLIC SUBTOTAL					\$262,628.36	\$270,762.25		\$311,650.78	
0% SALES TAX					-	-		-	
ROAD IMPROVEMENTS - PUBLIC TOTAL					\$262,628.36	\$270,762.25		\$311,650.78	
ROAD IMPROVEMENTS - PRIVATE									
1-P	Mobilization.	1	LS	2,500.00	2,500.00	4,403.88	4,403.88	5,000.00	5,000.00
2-P	Roadway excavation, including haul.	2,675	CY	4.50	12,037.50	1.70	4,547.50	6.25	16,718.75
3-P	Ditch excavation, 2' depth.	1,678	LF	3.00	5,034.00	5.79	9,715.62	0.50	839.00
4-P	Crushed surfacing top course.	272	CY	34.00	9,248.00	34.72	9,443.84	31.25	8,500.00
5-P	Crushed surfacing base course.	1,135	CY	31.00	35,185.00	30.33	34,424.55	29.25	33,198.75
6-P	Check dams.	3	EA	250.00	750.00	299.43	898.29	90.00	270.00
7-P	Quarry spalls.	11	TON	95.00	1,045.00	41.06	451.66	47.00	517.00
8-P	Soil residual herbicide.	4,661	SY	0.10	466.10	0.17	792.37	0.12	559.32
9-P	HMA CI 1/2" PG 64-28.	1,013	TON	61.00	61,793.00	68.17	69,056.21	65.95	66,807.35
10-P	Job mix compliance price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
11-P	Compaction price adjustment.	1	CALC	1.00	1.00	1.00	1.00	1.00	1.00
12-P	Seeding, fertilizing & mulching.	1	AC	3,992.37	3,992.37	2,771.32	2,771.32	2,680.00	2,680.00
13-P	Haul & place compost.	43	TON	36.98	1,590.14	78.22	3,363.46	75.00	3,225.00
14-P	Illumination system complete, public road (5 new street lights).	1	LS	25,450.00	25,450.00	27,068.57	27,068.57	27,500.00	27,500.00
15-P	Site restoration.	1	LS	1,000.00	1,000.00	1,621.65	1,621.65	2,000.00	2,000.00
ROAD IMPROVEMENTS - PRIVATE SUBTOTAL					\$160,093.11	\$168,560.92		\$167,817.17	
8.6% SALES TAX					13,768.01	14,496.24		14,432.28	
ROAD IMPROVEMENTS - PRIVATE TOTAL					\$173,861.12	\$183,057.16		\$182,249.45	
SEWER									
1S	PVC sewer pipe, 8 inch, 0'-15' deep .	2,443	LF	28.05	68,526.15	18.02	44,022.86	30.00	73,290.00
2S	P VC sewer pipe, 6'.	346	LF	21.85	7,560.10	16.41	5,677.86	29.00	10,034.00
3S	Solid wall storm sewer pipe, 12" diameter.	22	LD	48.29	1,062.38	23.87	525.14	20.00	440.00
4S	Trench safety.	2,811	EA	0.10	281.10	0.64	1,799.04	0.10	281.10
5S	Imported pipe zone bedding.	2,811	LF	1.00	2,811.00	6.11	17,175.21	2.00	5,622.00
6S	Television inspection of sewer or storm pipe.	2,465	LF	1.00	2,465.00	1.12	2,760.80	2.00	4,930.00
7S	Sewer manhole 48" diameter Pre-Cast base.	8	EA	1,830.00	14,640.00	3,507.98	28,063.84	1,860.00	14,880.00
8S	Sewer manhole 48" diameter Cast-in-Place base.	1	EA	5,935.00	5,935.00	4,413.91	4,413.91	4,100.00	4,100.00
9S	Manhole additional height 48" diameter Type sewer.	8	LF	195.00	1,560.00	181.13	1,449.04	100.00	800.00
10S	Sewer service connection, 6".	9	EA	179.04	1,611.36	186.20	1,675.80	182.00	1,638.00

				PREMIER EXCAVATION, INC RICHLAND, WA		C & E TRENCHING LLC PASCO, WA		APOLLO INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11S	8" or 6" sewer cap.	9	EA	35.97	323.73	128.26	1,154.34	65.00	585.00
12S	Sewer service marker.	9	EA	37.50	337.50	91.26	821.34	110.00	990.00
13S	Dig and verify.	1	EA	100.00	100.00	229.26	229.26	300.00	300.00
14S	Underground utility crossing marked & unmarked.	1	EA	100.00	100.00	292.07	292.07	490.00	490.00
15S	Asphalt patching (3" HMA, 3" CSTC & 6" CSBS).	31	SY	156.35	4,846.85	90.39	2,802.09	100.00	3,100.00
16S	Flaggers & spotters.	40	HR	46.00	1,840.00	51.40	2,056.00	49.75	1,990.00
17S	Sewer access roadway, 2" Thick CSTC.	50	CY	21.66	1,083.00	72.64	3,632.00	100.00	5,000.00
18S	Aluminum hinged grate, 12".	2	EA	404.00	808.00	653.35	1,306.70	460.00	920.00
19S	Temporary patching (cold mix).	31	SY	71.06	2,202.86	72.64	2,251.84	33.00	1,023.00
SEWER SUBTOTAL				\$118,094.03		\$122,109.14		\$130,413.10	
8.6% SALES TAX				10,156.09		10,501.39		11,215.53	
SEWER TOTAL				\$128,250.12		\$132,610.53		\$141,628.63	

WATER									
1W	DI pipe for water main 12" diameter.	1,756	LF	38.85	68,220.60	32.95	57,860.20	40.00	70,240.00
2W	DI pipe for water main 8" diameter.	310	LF	29.52	9,151.20	21.54	6,677.40	30.00	9,300.00
3W	DI pipe for water main 6" diameter, restrained joint.	42	LF	53.21	2,234.82	24.24	1,018.08	34.00	1,428.00
4W	Trench safety.	2,108	LF	1.00	2,108.00	0.36	758.88	0.10	210.80
5W	Imported pipe zone bedding.	2,108	LF	1.00	2,108.00	3.27	6,893.16	2.00	4,216.00
6W	Butterfly valve 12", FL x MJ.	1	EA	1,667.55	1,667.55	1,908.45	1,908.45	1,492.00	1,492.00
7W	Gate valve 8, FL x MJ.	7	EA	1,330.20	9,311.40	1,397.16	9,780.12	1,182.00	8,274.00
8W	Gate valve 6", FL x MJ.	7	EA	973.89	6,817.23	1,121.13	7,847.91	900.00	6,300.00
9W	Coupling adapter, 12", FL x MJ.	2	EA	417.26	834.52	458.44	916.88	282.00	564.00
10W	TEE, 12 x 8 ((MJ X FL)	5	EA	622.23	3,111.15	555.68	2,778.40	450.00	2,250.00
11W	Tee, 8 x 6 (MJ X FL).	6	EA	443.21	2,659.26	388.12	2,328.72	257.00	1,542.00
12W	Bend 22.5 degree, 12".	2	EA	416.69	833.38	423.77	847.54	282.00	564.00
13W	Fire hydrant assembly.	7	EA	2,655.80	18,590.60	3,085.70	21,599.90	2,900.00	20,300.00
14W	Water service marker.	1	EA	194.51	194.51	131.49	131.49	190.00	190.00
15W	Blind flange, 12".	1	EA	435.41	435.41	427.06	427.06	250.00	250.00
16W	Underground util. Crossing, marked & unmarked.	4	EA	150.00	600.00	292.04	1,168.16	490.00	1,960.00
17W	Dig & verify.	3	EA	250.00	750.00	229.25	687.75	300.00	900.00
18W	Flaggers & spotters.	10	HR	46.00	460.00	51.40	514.00	49.75	497.50
19W	Fire hydrant concrete pad.	7	EA	106.25	743.75	83.81	586.67	500.00	3,500.00
20W	Water service connection, 2".	1	EA	706.76	706.76	646.16	646.16	520.00	520.00
21W	PE water service line, 2".	57	LF	52.04	2,966.28	7.89	449.73	7.75	441.75
	Tee, 12 x 8, FL x FL.	2	EA	870.73	1,741.46	726.95	1,453.90	720.00	1,440.00
23W	Pressure cap, 8".	7	EA	299.82	2,098.74	280.68	1,964.76	155.00	1,085.00
24W	Bend, 45 degree, 12".	2	EA	438.87	877.74	444.51	889.02	305.00	610.00

				PREMIER EXCAVATION, INC RICHLAND, WA		C & E TRENCHING LLC PASCO, WA		APOLLO INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
25W	Tapping assembly & valve, 12" (on 20". DI).	1	EA	6,383.35	6,383.35	6,094.26	6,094.26	5,600.00	5,600.00
26W	Adjust water test station.	1	EA	250.00	250.00	2,179.11	2,179.11	350.00	350.00
27W	Thrust block.	31	EA	75.00	2,325.00	78.62	2,437.22	225.00	6,975.00
WATER SUBTOTAL					\$148,180.71		\$140,844.93		\$151,000.05
8.6% SALES TAX					12,743.54		12,112.66		12,986.00
WATER TOTAL					\$160,924.25		\$152,957.59		\$163,986.05

IRRIGATION									
1	C-900 pipe for irrigation line, 4" diameter.	1,813	LF	9.95	18,039.35	8.35	15,138.55	11.00	19,943.00
2	Irrigation service saddle, 4" X 1 1/4".	6	EA	499.77	2,998.62	332.08	1,992.48	205.00	1,230.00
3	PVC irrigation service line, 1 1/4" PE tubing.	251	LF	20.62	5,175.62	5.36	1,345.36	7.00	1,757.00
4	Irrigation service riser.	6	EA	344.01	2,064.06	330.38	1,982.28	295.00	1,770.00
5	Bend 22.5 degree, 4".	3	EA	159.17	477.51	274.59	823.77	110.00	330.00
6	Gate valve, 4" irrigation.	4	EA	713.02	2,852.08	1,061.03	4,244.12	730.00	2,920.00
7	Blow-off, irrigation.	1	EA	721.11	721.11	928.08	928.08	665.00	665.00
8	Bend, 45 degree, 4".	2	EA	160.88	321.76	276.19	552.38	115.00	230.00
9	Remove irrigation hydrant.	1	EA	100.00	100.00	653.75	653.75	48.00	48.00
10	Reducer, 6" X 4", irrigation.	1	EA	238.21	238.21	290.88	290.88	197.00	197.00
11	Tee, 4 x 4, irrigation.	2	EA	294.56	589.12	308.26	616.52	258.00	516.00
12	Pressure cap, 4" irrigation.	2	EA	148.34	296.68	463.10	926.20	100.00	200.00
13	Thrust block.	7	EA	75.00	525.00	78.74	551.18	140.00	980.00
IRRIGATION SUBTOTAL					\$34,399.12		\$30,045.55		\$30,786.00
8.6% SALES TAX					2,958.32		2,583.92		2,647.60
IRRIGATION TOTAL					\$37,357.44		\$32,629.47		\$33,433.60

ELECTRICAL									
1E	Power conduit, 6" PVC, deep sockets.	4,217	LF	4.53	19,103.01	3.85	16,235.45	5.65	23,826.05
2E	Conduit, 4" PVC, deep sockets.	2,393	LF	3.07	7,346.51	1.70	4,068.10	2.55	6,102.15
3E	Conduit, 3" PVC, deep sockets.	3,472	LF	2.48	8,610.56	1.24	4,305.28	2.05	7,117.60
4E	Conduit, 6" HDPE (boring).	247	LF	6.41	1,583.27	44.70	11,040.90	49.00	12,103.00
5E	Conduit, 4" HDPE (boring).	85	LF	3.44	292.40	44.70	3,799.50	43.00	3,655.00
6E	Conduit, 3" HDPE (boring).	85	LF	2.98	253.30	44.70	3,799.50	38.00	3,230.00
7E	Trench excavation & backfill, utilities, 3' x 42" deep.	4,367	LF	4.00	17,468.00	3.99	17,424.33	4.85	21,179.95
8E	Trench excavation & backfill, gas line, 2' x 24" deep.	1,154	LF	3.00	3,462.00	1.49	1,719.46	4.85	5,596.90
9E	Power vault v29 & cover w/2 steel lids.	2	EA	4,050.00	8,100.00	4,911.74	9,823.48	8,120.00	16,240.00
10E	Power vault v19 & cover w/2 steel lids.	8	EA	3,750.00	30,000.00	4,570.32	36,562.56	3,800.00	30,400.00

				PREMIER EXCAVATION, INC RICHLAND, WA		C & E TRENCHING LLC PASCO, WA		APOLLO INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
11E	Power vault v11, & cover w/ steel lids.	7	EA	2,575.00	18,025.00	3,233.11	22,631.77	2,300.00	16,100.00
12E	Power vault v3, & cover w/ steel lids.	9	EA	1,585.00	14,265.00	2,106.43	18,957.87	1,480.00	13,320.00
13E	Trench safety.	4,367	LF	0.10	436.70	0.64	2,794.88	0.10	436.70
14E	Imported pipe bedding.	4,367	LF	0.10	436.70	3.27	14,280.09	2.00	8,734.00
15E	Directional boring.	417	LF	55.00	22,935.00	44.70	18,639.90	27.00	11,259.00
16E	Receiving trench - directional boring.	4	EA	1,000.00	4,000.00	279.37	1,117.48	500.00	2,000.00
17E	Dig & verify.	5	EA	150.00	750.00	229.25	1,146.25	300.00	1,500.00
18E	Flaggers & spotters.	24	HR	46.00	1,104.00	51.40	1,233.60	49.75	1,194.00
ELECTRICAL SUBTOTAL					\$158,171.45	\$189,580.40		\$183,994.35	
8.6% SALES TAX					13,602.74	16,303.91		15,823.51	
ELECTRICAL TOTAL					\$171,774.19	\$205,884.31		\$199,817.86	
ROAD IMPROVEMENTS - PUBLIC					\$262,628.36	\$270,762.25		\$311,650.78	
ROAD IMPROVEMENTS - PRIVATE					173,861.12	183,057.16		182,249.45	
SEWER					128,250.12	132,610.53		141,628.63	
WATER					160,924.25	152,957.59		163,986.05	
IRRIGATION					37,357.44	32,629.47		33,433.60	
ELECTRICAL					171,774.19	205,884.31		199,817.86	
GRAND TOTAL					\$934,795.48	\$977,901.31		\$1,032,766.37	

City of Richland

S.I. STEEL ROAD IMPROVEMENTS
CONSTRUCTION PW NO. 17-007

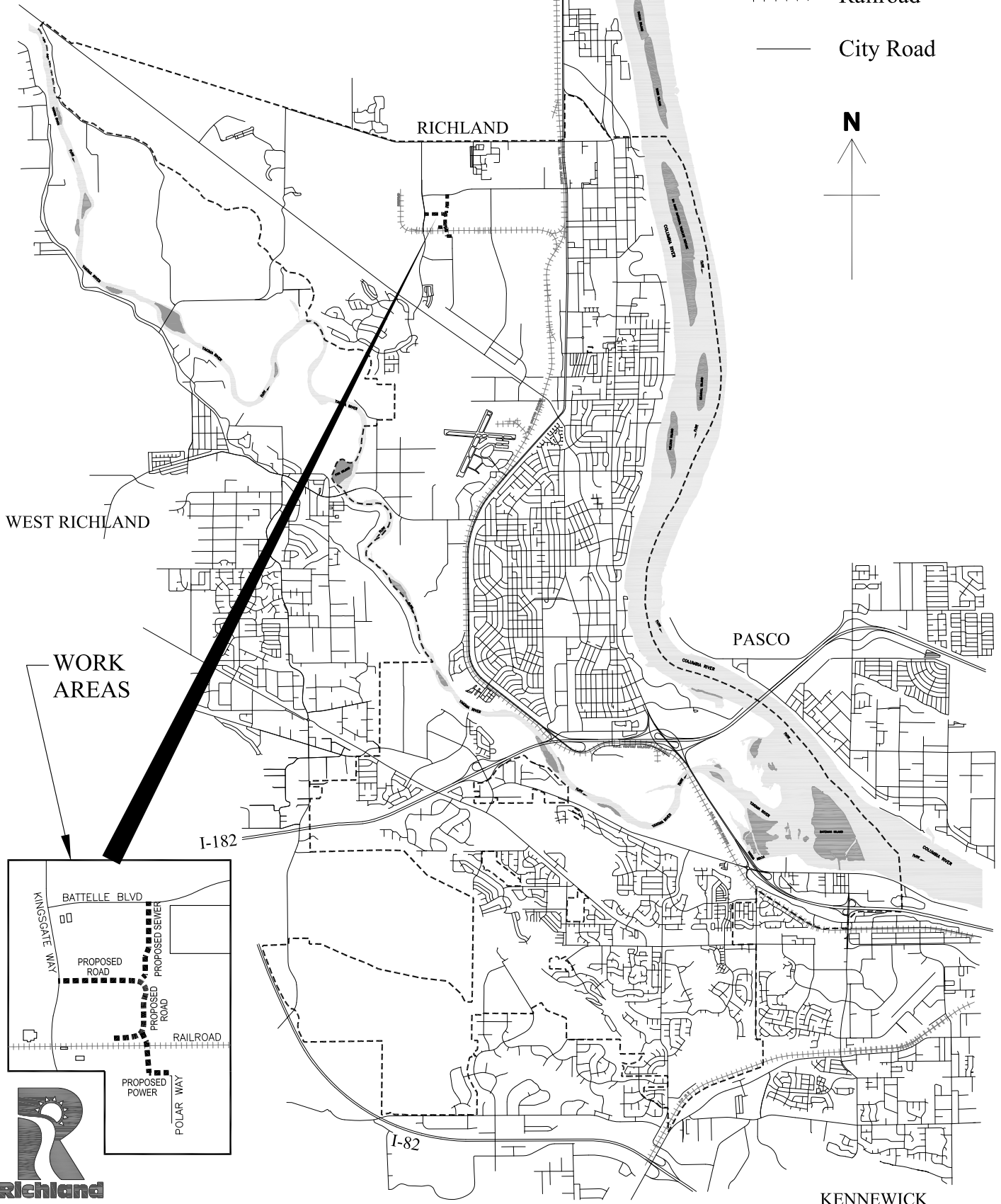
Legend

----- City Limits

+++++ Railroad

—— City Road

N



CAD DWG: SI_STL_STRT_Bx11.DWG
DATE: 01.16.2017
DRAWN BY: SC NYBY
SCALE: NONE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 43-17, Appointing Membership to the Richland Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
43-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 43-17, appointing Anne Spilman and reappointing Jeffrey Kissel, Frances White, and Sonali Matta to the Richland Arts Commission.

Summary:

The Arts Commission (AC) adult Positions No. 1, currently held by Jeffrey Kissel, No. 4, currently held by Justin Raffa, and No. 6, currently held by Frances White; and youth Position No. 7, currently held by Sonali Matta, will expire on March 31, 2017.

Chair Raffa and Council Liaison Lemley are recommending the appointment of Ann Spilman to Position No. 4 and reappointments of Jeffrey Kissel to Position No. 1, Frances White to Position No. 6, and Sonali Matta to Position No. 7. The adult position terms will be for three years, effective from April 1, 2017 through March 31, 2020. The youth position term will be for one year, effective from April 1, 2017 through March 31, 2018.

Youth candidates Sai Kukkadapu and Stephen Williford, and adult candidates Katherine Banks, Boyce Burdick, Jane Estrada, Kiah Griffith, Nancy Jewell, Krystle Luttrell, Maureen Mohatt, Gwen Pennington, Brandie Sait-Claire, Margaret Smoot, Steven Sontag, Elijah Stanfield, Kimberly Wiessner, and Sarah Wright were also considered for the Arts Commission positions.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 43-17
2. AC Recommendations and Applications

RESOLUTION NO. 43-17

A RESOLUTION of the City of Richland confirming the position appointment of Anne Spilman, and reappointments of Jeffrey Kissel, Frances White, and Sonali Matta to the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointment and reappointments to the Arts Commission, effective April 1, 2017, are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Adult Members</u>		
Jeffrey Kissel	1	3/31/20
Anne Spilman	4	3/31/20
Frances White	6	3/31/20
 <u>Youth Member</u>		
Sonali Matta	7	3/31/18

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

From: Justin Raffa [<mailto:justraffa@aol.com>]

Sent: Monday, March 13, 2017 11:55 PM

To: Schiessl, Joe <JSchiessl@CI.RICHLAND.WA.US>; Roseberry, Ann <aroseberry@CI.RICHLAND.WA.US>

Subject: Re: RAC recommendations

Hi Joe-- how about this?

Sonali Matta should be reappointed to another term as our Youth Member in Position No 7.

Jeffrey Kissel should be reappointed to a second term in Position No 1 and **Frances White** to a second term to Position No 6. Jeff and Franny have proven themselves to be valuable members of RAC. I believe they would be well suited for a second term and would help to provide some continuity to the work of the commission.

Anne Spilman should be appointed to Position No 6. She brings a dual perspective as both an artist and arts manager. Being a Tri-City native, she has a good understanding and respect of our community's history and is eager to help Richland's arts scene develop into the future.

We were delighted to receive 17 total applications for three positions. Of the stronger candidates we elected to interview, many demonstrated connections that are already well represented on the commission, most notably that of PNNL, Confluent, WSU Tri-Cities, and the visual arts sector.

All best,
-Justin

Select the Board, Commission or Committee applying for:

Arts Commission

PERSONAL INFORMATION:

First Name Anne
Last Name Spilman
Street Address 2986 Bruce Lee Lane
City Richland
State WA
Zip 99352
Email: annespilman@gmail.com
Contact Phone: (509) 521-7738
Alternate Phone Not answered
Length of Residency in the City of Richland 7
Occupation: Managing Director

RECEIVED

FEB 10 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Adult

Youth-Grade:

Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

During high school I sought out leadership positions including Washington Girls' State where I served as the Mayor of my "city," and at Kennewick High School where I served as Senior Class Vice President. After high school graduation, my family moved to south Richland, broadening my connection to being a full Tri-Citizen. My college years at Pacific Lutheran university trained me to "live a life of thoughtful inquiry, service, leadership, and care for myself, my community, and for the earth." In college, I participated in student government in the roles of Senator, PR/Personnel Director, and President. I graduated as a member of the Pinnacle Society, Arete Society, and a Who's Who among students in American Colleges and Universities. Upon returning to Richland after college, I accepted a position as the Development Director & Special Events Coordinator with the Academy of Children's Theatre. In order to grow my skill set in fundraising, I then moved to California where I worked my way up the corporate ladder of Equinox Fitness and learned to talk about money as a tool and building block of economic development. I returned to Richland in 2013 where I have since joined the board of directors for both Girls on the Run of Southeastern WA and the Rude Mechanicals, the local Shakespeare theatre company. In 2014 I was hired in my current role as the Managing Director of the Academy of Children's Theatre.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

The arts have played an important and beautiful role in my life since I was a child. I took multiple Parks & Rec camps and classes in sketching, watercolor, and dance. When the Academy of Children's Theatre was founded in 1995, I was in the first MainStage musical and participated with ACT through high school both on-stage and as a choreographer. My Theatre Resume is available via email.

Since moving back to Richland in 2013, I have grown my engagements and commitments to this community by participating in the MidColumbia Ballet's Nutcracker the past two Decembers, being accepted in to Class XXII of Leadership TriCities, and as a recipient of this past year's Young Professionals Award awarded by the TriCity Area Journal of Business.

My interest in art is to compliment the social, personal, and economical aspects of life. I believe that local

government has a key role to play in providing public art and support for local artists to continue to build a thriving, growing, and diverse city. I would like to help in that endeavor.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not Applicable" in the field provided

Have you served on a City of Richland Board, Commission or Committee before?

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not Applicable" in the field provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

[A Spilman Resume.pdf](#)

Anne Spilman

annespilman@gmail.com • 509.521.7738 • 2986 Bruce Lee Lane, Richland, WA 99352

EXPERIENCE

ACADEMY OF CHILDREN'S THEATRE

Tri-Cities, WA

2005-2016

It is the mission of the Academy of Children's Theatre to provide educational opportunities in the theater arts for young people of all abilities and levels of interest; to produce quality theater for and by the young with appeal to all ages; and to expose people to diverse ideas and cultures through the theater experience.

Managing Director

- Promote ACT and its mission to provide quality arts education to the youth of the mid-Columbia
- Develop strategic operating plans that reflect the long-term objectives and priorities established by the Board
- Direct strategy towards the profitable growth and operation of ACT
- Assist the Artistic Director and Development Director with grant writing
- Create and executing new opportunities/events for income, fundraising, etc.
- Closely monitor operational and financial results against determined plans and budgets

Interim Director

- Acting Artistic Director with a focus on planning the season slate of productions for 2014-2015
- Provided general support to Development Director and Education Coordinator
- Chaired of annual Heart for the Arts dinner/auction raising over \$50,000 for general operating support and educational programs

Development Director & Special Events Coordinator

- Researched, wrote, and edited grants for program fundraising and capital development; received multiple grants ranging from \$2,000-\$30,000
- Coordinated and executed community relations events (area holiday parades, booth/performances at the county fair, visits/presentations to service organizations, etc.), local fundraisers (i. e., penny drives and candy bar sales, raising \$200-\$2,000 annually), and the annual dinner/auction (raising, on average, \$25,000 annually)
- Developed contacts for sponsorships; composed correspondence to individual donors; processed donations and group ticket sales
- Wrote press releases for local newspapers, radio, television; posted to online media calendars; submitted updates for website and online social networks
- Created materials for bulk mailings, brochures, programs, and other printing needs
- Assisted with the development, opening, and execution of an offsite, grant-sponsored thrift store with all profits benefiting programming at the Academy of Children's Theatre

Development Intern

- Connected with local service organizations (Rotary, Kiwanis, Soroptomist, Chamber of Commerce, etc.) and scheduled visit/presentations to share the mission of the Academy of Children's Theatre
- Created PowerPoint presentation for above scheduled visits

Director/Choreographer

- Choreographed 15+ MainStage productions; choreographed for annual community teen show choir
- Created and co-directed annual, in-house repertory theatre company for teens

Drama Instructor

- Developed and executed curriculum for various drama/dance classes for youth ages 8-18 years of age

EQUINOX FITNESS

New York, NY & Los Angeles, CA

2010-2013

It's not Fitness. It's Life. – Equinox Motto

Executive Administrative Assistant, West Coast Regional Corporate, Westwood

- Executive Assistant to the Regional Vice President of Operations and Vice President of Acquisitions
- Acting Office Manager; supporting 12+ corporate staff
- Training in executive/corporate recruiting; assisting on projects with HR & Marketing

Front Desk Manager-On-Duty, West Hollywood

- Problem solved billing issues, online reservations/questions, membership subscriptions
- Assisted high profile clientele and processed necessary information/requests

Front Desk/Kid's Club Associate, West Hollywood, CA & New York, NY

- Managed daily intake procedures for the flagship west coast Equinox location
- Oversaw the safety and entertainment of up to 20+ children in the on-site Kid's Club

PACIFIC LUTHERAN UNIVERSITY, ASSOCIATED STUDENTS**Tacoma, WA****2004-2007**

PLU seeks to educate students for lives of thoughtful inquiry, service, leadership, and care – for other persons, for their communities, and for the earth.

ASPLU President

- Acted as student body liaison/representative to administrators, professors, professional staff, and community
- Wrote, developed and delivered quarterly reports/speeches to prospective/current students and university administrators
- Created Leadership Training schedule and materials; used these materials to host onsite leadership trainings
- Coordinated 25+ volunteer student Senators and personnel
- Revised and approved revisions to the student government By Laws and Constitution
- Monitored and managed the student government association budget of \$175,000

Public Relations/Personnel Director

- Hired and trained new staff and volunteers; facilitated interdepartmental relations
- Supervised and coordinated student government Executive and Senatorial elections
- Effectively advertise information about student government through various communication mediums

Volunteer Senator

- Represented on-campus students when voting in student government meetings

ADDITIONAL SKILLS

Fundraising specialties: dinner/auction fundraisers, building individual donors, crowd sourcing, motivating volunteers

Management Skills: Creating/organizing new and existing systems, facilitating employee and volunteer trainings, fundraising, special events, event planning, artistic design

Service Industry: front-of-house restaurant manager, winery tasting room attendant, catering, pharmacy clerk, tour guide, legal assistant, admissions representative

Computer Skills: MS Office, MS Publisher, MS Outlook, Google Email and Calendar, 52 WPM

VOLUNTEER & LEADERSHIP ACTIVITIES**Board Vice President**

The Rude Mechanical Shakespeare Company, Tri-Cities, WA

Spring 2015 - present

Coach

Girls on the Run of Southeastern Washington, Tri-Cities, WA

September 2014 - present

Treasurer, Recording Secretary, Committee Chairperson, Member

P.E.O. Sisterhood, Chapter BW, Pasco, WA & Chapter MP, LA, CA

April 2004 – present
(lifetime member)

Camp Counselor/Assistant to the Camp Director for Camp Erin LA

Our House Grief Support Center sponsored by the Moyer Foundation, LA, CA

Augusts of 2010 – June 2013

Production Assistant for *Follow Friday the Film: A Twitter Documentary*

You Guys Productions, LLC

June – August of 2012

Pacific Lutheran University Admission Representative

College Fairs, Pasco, WA

March 2009 & November 2009

Psi Chi Chapter President

National Psychology Honors Society of Psychology, Tacoma, WA

May 2006 – May 2007
(lifetime member)

Grief Support Facilitator

BRIDGES: A Center for Grieving Children, Tacoma, WA

September 2005 – May 2007

Relay for Life Entertainment Chair

American Cancer Society, Tacoma, WA

April 2006 & April 2007

Pierce County AIDS Foundation Walk

Pierce County AIDS Foundation, Tacoma, WA

Sept 2005 & Sept 2006

EXPLORE! Leadership Camp Student Mentor

Office of Student Life, Pacific Lutheran University, Tacoma, WA

January 2005 & January 2006

4-H Camp Counselor/Director-in-Training

Eastern Washington 4-H District, Camp Wooten, Dayton, WA

Junes of 1997-2001

EDUCATION**Pacific Lutheran University, Tacoma, WA**

- Bachelor of Arts in Psychology, *cum laude*
- Minors in Marketing & Political Science

Select the Board, Commission or Committee applying for:

Arts Commission

PERSONAL INFORMATION:

First Name Jeffrey
Last Name Kissel
Street Address 2395 Coppertree Ct.
City Richland
State WA
Zip 99354
Email: jkissel@ligo.mit.edu
Contact Phone: (585) 305-4069
Alternate Phone (509) 372-8108
Length of Residency in the City of Richland 3 Years, 4 months
Occupation: Research Scientist

RECEIVED
FEB 06 2017
RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Adult

Youth-Grade:

Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

EDUCATION

Ph.D. Physics, Louisiana State University, Baton Rouge, LA (2010)

B.S. Astronomy and Astrophysics, Pennsylvania State University, State College, PA (2005)

PROFESSION

Control Systems Engineer (2013 - Present) Dr. Vernon Sandberg (Direct Supervisor)

Duties Include:

- Lead Detector Engineer, LIGO Hanford Observatory
- Co-chair, Advanced LIGO Calibration Team
- Advanced LIGO Testing and Commission Co-Leader, Suspensions Group
- Member, Interferometer Sensing and Control Group
- Member, Seismic Isolation Working Group

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

ARTISTIC COMMUNITY INVOLVEMENT

Member, Richland Arts Commission, Tri-Cities, WA (2015 - present)

Accomplishments Include:

- Chair, Sub-committee for installation of Imbarimba Art Piece in Howard Amon Park
- Member, Sub-committee for installation of Duportail Roundabout Art
- Contributing Member, creation and successful completion of the 2016 RAC work plan
- Judge, Visual Arts for Washington branch of PTA Reflections Program, 2015 \& 2016

Regular Patron, Tri-Cities, WA (2013-present)

- Richland Players Community Theater
- Rude Mechanicals Theater Company
- Richland High / Hanford High Drama Department Performances
- Confluent Space Arts and Musical Programming}

- The Emerald Of Siam Arts and Musical Programming}
- Paper Street Brewing Arts and Musical Programming; Beer Choir
- The MUX Musical Performances hosted by &Yet
- Tri-Town Swing Social Dancing
- Battelle Film Club Programming
- Richland Parks & Recreation Summer Family Movie Nights
- Perplexit Puzzle Room

ARTISTIC EXPERIENCE

- Musician, 28 years. Percussion: drum set, marching percussion, mallet percussion
 Disc Jockey, 1 year. Traditional / Modern Blues Dance set lists for Tri-Town Swing
 Formal Art Training, Greece Athena High School, Rochester, NY (1997 - 2001)
 - Experience in drawing, painting, ceramics, sculpture, digitally manipulated abstract art, photography.
 - Member, Arts Club
 Hobbyist Photographer <http://kissel.navidrome.com/>
 - Experience with Nikon D90
 - Moderately advanced skills in web design

Are you currently serving on a City of Richland Board, Commission or Committee?
(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? Arts Commission

Otherwise, enter "Not
 Applicable" in the field
 provided

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? Arts Commission

Otherwise, enter "Not
 Applicable" in the field
 provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

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I accept

A resume is required to complete the application.

Resume

2395 Coppertree Ct.
Richland, WA 99354
+1 585 305 4069
jkissel@ligo.mit.edu
February 5, 2017

Objective: Membership on Richland Arts Commission

ARTISTIC COMMUNITY INVOLVEMENT

Member, Richland Arts Commission *Tri-Cities, WA* (2015 - present)

Chair, Sub-committee for installation of Imbarimba Art Piece in Howard Amon Park
Member, Sub-committee for installation of Duportail Roundabout Art
Contributing Member, creation and successful completion of the 2016 RAC work plan
Judge, Visual Arts for Washington branch of PTA Reflections Program, 2015 & 2016

Regular Patron *Tri-Cities, WA* (2013-present)

Richland Players Community Theater
Rude Mechanicals Theater Company
Richland High / Hanford High Drama Department Performances
Confluent Space Arts and Musical Programming
The Emerald Of Siam Arts and Musical Programming
Paper Street Brewing Arts and Musical Programming; Beer Choir
The MUX Musical Performances hosted by &Yet
Tri-Town Swing Social Dancing
Battelle Film Club Programming
Richland Parks & Recreation Summer Family Movie Nights
Perplexit Puzzle Room

ARTISTIC EXPERIENCE

Musician, 28 years Percussion: drum set, marching percussion, mallet percussion

Disc Jockey, 1 year Traditional / Modern Blues Dance set lists for Tri-Town Swing

Formal Art Training *Greece Athena High School, Rochester, NY* (1997 - 2001)

Experience in drawing, painting, ceramics, sculpture, digitally manipulated abstract art, photography.

Member, Arts Club

Hobbyist Photographer <http://kissel.navidrome.com/>

Experience with Nikon D90

Moderately advanced skills in web design

EDUCATION

Ph.D. Physics, *Louisiana State University, Baton Rouge, LA* (2010)

B.S. Astronomy and Astrophysics, *Pennsylvania State University, State College, PA* (2005)

PROFESSION

Control Systems Engineer (2013 - Present)

Dr. Vernon Sandberg (Direct Supervisor)

Lead Detector Engineer, LIGO Hanford Observatory

Focusing on the development, modeling, commissioning, and optimizing of all of LIGO's control systems. Integrated assessment of the interaction between subsystems to improve over all performance of the interferometer. Developing software infrastructure for LIGO control systems digital control architecture. Facilitating the interferometer's maintainability and extensibility.

Co-chair, Advanced LIGO Calibration Team

Developing precision model of the interferometer's most sensitive degrees of freedom. Gathering and organizing many multilevel measurements to support and confirm the model. Assessing limitations the calibration accuracy and precision.

Advanced LIGO Testing and Commission Co-Leader, Suspensions Group

For all advanced LIGO multi-stage suspensions: maintaining and documenting digital infrastructure for local control system; responsible for designing and commissioning local and global control system including extensive modeling of noise sources.

Member, Interferometer Sensing and Control Group

Optimizing and modeling global control systems; predicting global noise contributions to estimate the limits to the interferometer sensitivity; assisting in design of angular control system.

Member, Seismic Isolation Working Group

Leading control development at the Hanford observatory. Leading team of engineers, graduate students, and technicians optimizing the performance of the active isolation platforms.

PROFESSIONAL AFFILIATIONS

American Physical Society

American Astronomical Society

American Association for the Advancement of Science

LIGO-VIRGO Scientific Collaboration

REGULAR PHILANTHROPIC ENDEAVORS

Children International Sponsor

International Refugee Assistance Project Donor

National Association for the Advancement of Colored People, Legal Defense Fund Donor

Mexican American Legal Defense and Educational Fund Donor

The Trevor Project Donor

Planned Parenthood

Pro Publica Donor

WNYC Radio Donor

National Resources Defense Council Donor

The Arbor Day Society Donor

American Society for the Prevention of Cruelty to Animals Donor

American Red Cross Donor

Select the Board, Commission or Committee applying for:

Arts Commission

PERSONAL INFORMATION:

First Name Frances
Last Name White
Street Address 805 Winslow Ave.
City Richland
State WA
Zip 99352
Email: frannywhite@gmail.com
Contact Phone: (360) 333-4793
Alternate Phone Not answered
Length of Residency in the City of Richland July 2014 - present
Occupation: News & Media Relations Advisor

RECEIVED

JAN 30 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Adult

Youth-Grade:

Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

I am a media relations professional who unearths compelling scientific research and works with targeted reporters to share the research with the public. I hold a bachelor's degree in print journalism and previously worked as a newspaper reporter. To assist with my current position at Pacific Northwest National Laboratory, I also enrolled in undergraduate-level science courses to gain a broader understanding of the research I now write about.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I have served on the Richland Arts Commission since September 2014, during which I have:

- * Chaired a subcommittee to select three sculptures for new roundabouts as part of the Duportail Street Reconstruction Project
- * Fine-tuned commission's first-ever annual work plan in alignment with city priorities
- * Member of subcommittee that purchased Howard Amon Park imbarimba musical instrument
- * Judged youth entries in the Richland PTA's annual Reflections art competition

I'm also an active supporter of the local arts scene, including attending shows organized by:

- * music venues such as The Emerald of Siam in Richland and Brewminatti in Prosser
- * visual arts groups such as Drew Boy Creative and Allied Arts Association
- * performing arts groups such as The Rude Mechanicals and Richland Players

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? Otherwise, enter "Not
Applicable" in the field provided

Arts Commission

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? Arts Commission

Otherwise, enter "Not
Applicable" in the field
provided

Are you a City of Richland Employee?

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No

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I accept

A resume is required to complete the application.

[RichlandArtsCommission2017.doc](#)

FRANNY WHITE

frannywhite@gmail.com

805 Winslow Ave.
Richland, WA 99352
Cell: 360-333-4793

SUMMARY

Creative, inquisitive communications professional seeks to renew membership on Arts Commission to grow and support Richland's artistic endeavors in order to contribute to the Tri-Cities' economic development and cultural riches.

EXPERIENCE

News & Media Relations Advisor, Pacific Northwest National Laboratory

www.pnnl.gov/news, Richland, Wash., 12/08 – present

- Serve as external face and information source at federal research laboratory
- Unearth impactful research and share it with reporters and public
- Translate complex science into compelling, easy-to-understand words
- Build and grow quality, productive relationships with hundreds of reporters and editors at targeted news outlets, including local and regional media

Regional Reporter, Tri-City Herald

www.tricityherald.com, Kennewick, Wash., 4/08 – 12/08

- Reported government policy and lifestyle trends in Prosser, Lower Yakima Valley and Hermiston, Ore.

Environment/Social Services Reporter, Skagit Valley Herald

www.goskagit.com, Mount Vernon, Wash., 11/06 – 4/08

- Wrote captivating, comprehensive stories about global issues from a local perspective

Environmental Educator & Volunteer, Peace Corps

www.peacecorps.gov, Community Environmental Conservation, Malena, Panama, 3/04 – 5/06

- Managed community-initiated sea turtle conservation project
- Successfully applied for ~\$1,500 U.S. AID grant to build sea turtle hatchery and beach observation post
- Served as liaison between U.S., Panamanian governments and rural village of 125 people

Crime/Courts/County Government/Agriculture Reporter, Daily Globe

www.dglobe.com, Worthington, Minn., 8/02 – 12/03

- Organized, designed and edited quarterly agriculture publication

EDUCATION

Student, Washington State University & Columbia Basin College

www.tricity.wsu.edu & www.columbiabasin.edu, Richland & Pasco, Wash., 3/09 – 5/13

- Learned scientific principles in chemistry, biology & physics as a part-time undergraduate.

Bachelor's Degree, Journalism, Marquette University

www.marquette.edu, Milwaukee, Wis., 5/02

- Secondary major in Spanish language and literature.

High School Diploma, Kennewick High School

<http://kehs.ksd.org>, Kennewick, Wash., 6/98

- Participated in International Baccalaureate program

VOLUNTEER**Arts Commission, City of Richland**

<http://bit.ly/2ijP82B>, Richland, Wash., 9/14 - present

- Chaired subcommittee to select art for Duportail roundabouts
- Fine-tuned commission's first-ever annual work plan in alignment with city priorities
- Member of subcommittee that purchased Howard Amon Park imbarimba musical instrument
- Judged youth entries in the Richland PTA's annual Reflections art competition

Tri-Cities Food Bank, West Richland Branch

<http://www.tricitiesfoodbank.org/>, West Richland, Wash., 1/17 – present

- Assist local residents in selecting healthy food to supplement

Select the Board, Commission or Committee applying for:

Arts Commission

PERSONAL INFORMATION:

First Name Sonali
Last Name Matta
Street Address 622 Summit Street
City Richland
State Washington
Zip 99352
Email: sonali.matta24@gmail.com
Contact Phone: (509) 318-4538
Alternate Phone (509) 628-1074
Length of Residency in the City of Richland 9 years
Occupation: High School Student

RECEIVED

FEB 07 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth

Youth-Grade:

12

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

Senior at Hanford High School, Graduation Date: June 2017

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I have served as the Youth member of the Richland Arts Commission for almost two terms and am involved in the arts throughout my school and community. I was a dancer with Mid-Columbia Ballet for 13 years, am a member of the Hanford High School Drama program and I am able to advocate for the arts through those and many other organizations and arts groups.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? Arts Commission

Otherwise, enter "Not Applicable" in the field provided

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? Arts Commission

Otherwise, enter "Not Applicable" in the field provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

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I accept

A resume is required to complete the application.

Resume SonaliMatta.docx

Sonali Matta
622 Summit Street
Richland, WA 99352
(509) 318-4538
sonali.matta24@gmail.com

EDUCATION

Hanford High School (4.0 GPA)

Graduation date: June 2017

ACTIVITIES/LEADERSHIP

- **Hanford Student Media** (2014-present)
 - Yearbook Editor-in-Chief (2016-17)
 - *The Altitude* A&E editor, Junior Class Yearbook editor (2015-16)
- **National Honor Society** (2015-present)
 - Secretary (2016-17)
- **Mid-Columbia Ballet** (2002-15), Senior Company member and assistant teacher
- **Hanford Drama** (2016-17), Stage Manager
- **Richland Arts Commission Youth Member** (2015-present)
- **Spanish Club** (2013-present), Co-President (2015-17)
- **Key Club** (2013-present), Event Chair
- **Link Crew** (2015-present), mentor to incoming freshmen
- **Recycling Club** (2014-present)

AWARDS/HONORS

- **Coca-Cola Scholarship Semifinalist** (2016-17)
- **National High School Journalism Convention** (2016) - Superior Rating in yearbook design.
- **PTA Reflections** (2013, 2016) - First Place in Photography.
- **PSAT/National Merit Scholarship Program** (2016) - Commended Student.
- **Washington State Science Fair** (2014) - First Place, Surgeon General's Award.
- **Mid-Columbia Regional Science Fair** (2014) - Honorable Mention, Second Place in Benton Franklin County Medical Community.

VOLUNTEER EXPERIENCE

- **Dance for Parkinson's Disease** (2015-present). Assist Parkinson's patients in movement classes through the Kadlec Neurological Resource Center to improve patient condition.
- **Kadlec Regional Medical Center** (2015-present). Volunteered in Emergency Department by directing patient flow and assisting staff.
- **Key Club and National Honor Society** (2013-present). Organized and participated in blood drives, elementary science nights and fundraisers for leukemia and neonatal tetanus.

EMPLOYMENT EXPERIENCE

- **Pacific Northwest National Laboratory Young Women in Science Intern** (June 2015-August 2015, June 2016-August 2016). Worked in the Environmental Molecular Science Laboratory on the real-time processing, acquisition and visualization of mass spectrometry data.
- **Pediatrics for You Administrative Assistant**
- Proficient in Microsoft Office, Adobe InDesign, Adobe Illustrator and C# programming language



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 44-17, Appointing Membership to the Richland Board of Adjustment

Department:
City Attorney

Ordinance/Resolution Number:
44-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 44-17, reappointing Alan Haggerty to the Board of Adjustment.

Summary:

The Board of Adjustment (BOA) term for Position No. 1, currently held by Alan Haggerty, will expire on March 31, 2017.

Chair Lowry is recommending the reappointment of Alan Haggerty to Position No. 1. The position term will be for five years, effective from April 1, 2017 through March 31, 2022.

Candidate Joe Guyette was also considered for the BOA position.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 44-17
2. BOA Recommendation and Application

RESOLUTION NO. 44-17

A RESOLUTION of the City of Richland confirming the position reappointment of Alan Haggarty to the Board of Adjustment.

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointment to the Board of Adjustment, effective April 1, 2017, is hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Alan Haggarty	1	3/31/22

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Follett, Lynne
Sent: Thursday, March 02, 2017 10:50 AM
To: Barham, Debby
Cc: Simon, Rick; Larry Lowry
Subject: BoA Recommendation

Welcome Back Debby!!

After interviewing the two candidates, the Board of Adjustment has recommended reappointment of Alan Haggarty to the Board for another term.

Lynne Follett | Executive Assistant
Community & Development Services
City of Richland
505 Swift Blvd. | Richland, WA 99352
P: (509) 942-7583
lfollett@ci.richland.wa.us





APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Board of Adjustment
NAME: Alan E. HAGGERTY Contact Telephone: 509 572-2096
ADDRESS: 763 Meadows Dr S. Alternate Telephone: _____
CITY, STATE, ZIP: Richland Wa 99352 E-mail: ahaggerty707@gmail.com
Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: _____ Youth / Grade: _____
LENGTH OF RESIDENCE IN RICHLAND: 5+ years
OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Consultant / Writer
EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:
Home Owner, Current Member of Board

ARE YOU CURRENTLY SERVING ON A CITY OF RICHLAND (COR) BOARD, COMMISSION, OR COMMITTEE? IF YES, WHICH: *(An individual is limited to serve on two boards, commissions or committees at the same time)*
Yes - Board of Adjustment

HAVE YOU SERVED ON A COR BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: _____
Completing a 5 year term on Board of Adjustment

ARE YOU CURRENTLY AN EMPLOYEE OF THE CITY OF RICHLAND? ☐ No ☒ Yes (if yes, see exemption below)

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

A RESUME IS REQUIRED – PLEASE ATTACH IT TO THIS APPLICATION

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials, or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. *In addition, I certify that I am in compliance with the qualification requirements of this appointment.*

Date: 2/2/17

Signature: [Signature]

RECEIVED

FEB 06 2017

RICHLAND CITY CLERK

Return to: Office of the City Clerk, P.O. Box 190 MS-05, 975 George Washington Way, Richland, WA 99352 Phone: 942-7388 Fax: 942-7379 Email: dbarham@ci.richland.wa.us

ALAN E. HAGGERTY

Richland, Washington

(509) 572-2096

ahaggerty707@gmail.com

CRITICAL CAPABILITIES

- **Hands-on success in Naval technology development, system acquisition and innovation leadership**
- ***Executive leadership and management at the highest levels of complex government and industry organizations, with consistently outstanding results***
- ***Proven experience, demonstrated expertise and documented success in creating and leading major defense programs***
- ***Demonstrated results in creating new strategic business opportunities in government and industry***

EXPERIENCE

Consulting Engineer, October 2014 - Present.

- Consultant to Defense Innovation Unit Experimental (DIUx), U.S. Department of Defense
- Preparing a new Washington technology company to shift from research to production
- Executive in Residence, Washington State University Tri-Cities

Director, Lockheed Martin business development February 2009 – July 2014.

- Business development lead for a \$1.5 billion international government research and development project (Canada)
- Supported Department of Energy in asset revitalization (site reuse) for the Department of Energy's Hanford nuclear site
- Worked with state and local governments as well as civic organizations to develop new economic opportunities for Washington's Tri-Cities region
- Led creation of Department of Energy's Mid-Columbia region and Hanford site energy business strategies
- Identification of new technologies and applications for new and existing global markets
- Development of partnerships with major industry, small businesses and academia
- International market development (Australia, U.K., South Korea, Japan)

Deputy Under Secretary of Defense for International Technology Security, Office of The Secretary of Defense, 2006 - 2009. Political appointment to the Senior Executive Service.

- Advisor to the Undersecretary of Defense for Acquisition, Technology and Logistics (USD AT&L) and Director of Defense Research and Engineering (DDR&E) on defense export control policy, and on matters of international science and technology cooperation, technology security, space systems security, counterintelligence and industrial base protection
- Director of the Department of Defense Militarily Critical Technologies Program
- Led a special Secretary of Defense-directed review team on Iraqi foreign military sales processes, which streamlined deliveries to the Iraqi military, enabling U.S. forces to stand down from combat operations
- Negotiated international agreements for cooperation on export control of critical technologies with Australian, U.K. and Japanese defense leadership
- Conducted special acquisition reviews of major research and development programs for the Director of Defense Research and Engineering
- Created DoD cyber crimes damage assessment management office, a cooperative office to coordinate all cyber security damage assessment efforts in the Defense Department
- Liaison to the FBI, Department of State and Department of Commerce on counterintelligence and export control

Vice President and Division Manager, Signals and Communications Research Division of Information Systems Laboratories, Inc., 2005 - 2006.

- Led cutting-edge defense-related research with a small business division of PhD-level scientists and engineers
- Profit and loss responsibilities that included financial accountability, business development, day-to-day operations, personnel and recruiting, training and education, as well as customer relations
- Increased profitability of division by more than 15% in less than a year through business development and customer base expansion efforts
- Multiple successful small business innovative research (SBIR) projects

Deputy Director, Human Capital Strategy, Naval Sea Systems Command, 2004 – 2005.

- Managed the Naval Sea Systems Command's human capital strategy programs and policy for systems command headquarters, U.S. Navy laboratories, warfare centers and naval shipyards
- Identified critical expertise, skill sets/competencies and training needs for the long-term health of the Naval Sea Systems Command enterprise

Major Program Manager, Above Water Sensors (IWS2), U.S. Navy Program Executive Office for Integrated Warfare Systems, Naval Sea Systems Command 2000 – 2004.

- Managed more than \$4 billion in radar and electronic warfare programs for the Navy
- Developed \$1.5 billion innovative program from a good idea to full-scale development in less than three years for the Air Force and Intelligence Community
- Created and led a major new organization to meet the radar and sensor needs of the Navy of today and tomorrow while reducing overall personnel count and total spending
- Drove technology development to support future Navy needs and successfully transitioned major new technologies from experimentation to system development
- Managed more than \$200 million a year in maintenance/support of all Navy in-service sensors
- Worked closely with other major program managers, flag-level leadership in the Navy, other services and allies, intelligence agencies, the technology community, congressional staffs, the Department of Commerce and the State Department
- Developed, funded and conducted cooperative technology development efforts with British, Australian and Japanese governments and industries

Systems Engineer for Ballistic Missile Defense programs at the U.S. Navy's Aegis project, Program Executive Officer, Theater Surface Combatants, Naval Sea Systems Command, 1998 - 2000.

- Coordinated development of Navy ballistic missile defense capabilities between the then-Ballistic Missile Defense Organization (now Missile Defense Agency) and Navy Aegis program office
- Conducted testing of advanced radar modifications for the Aegis radar for missile defense
- Conducted briefings to South Korean defense leadership, which resulted in adoption by the Korean Navy of the Aegis system for fleet air defense and ballistic missile defense

Senior Program Integrator for Ballistic Missile Defense Acquisition, Ballistic Missile Defense Organization, 1995 - 1998.

- Developed Navy, Air Force and Army requirements for research in support of missile defense
- Oversaw management and technical performance of all services' missile defense programs
- Conducted research and testing in hypervelocity impact lethality. which contributed to the understanding of missile defense system effectiveness

Advanced Tomahawk control system engineer, U.S. Navy Cruise Missile Project, Naval Air Systems Command, 1990 - 1995.

- U.S./U.K. cooperation, source selection board, missile flight test coordination
- Pioneered advanced system development using commercial computing systems

Shipboard operating engineer and other at-sea assignments 1978–1990.

- Power plant operations, chief engineer, navigation, communications and combat systems
- Managed an 18-month, \$100+ million ship overhaul

EDUCATION

M.S. Engineering Science, Naval Postgraduate School, Monterey, CA, USA
B.S. General Science, Oregon State University, Corvallis, OR, USA

TRAINING

Defense Systems Management College Program Manager Course (Level III PM Certification)
Defense Systems Management College Advanced Systems Planning,
Research, Development and Engineering Course (Level III SPRDE Certification)
Carnegie Mellon Software Quality Improvement Course
Lockheed Martin Corporate Financial Strategies Course

AWARDS

Secretary of Defense Medal for Exceptional Public Service
Department of the Navy Competition and Procurement Excellence Award
Legion of Merit
Navy Meritorious Service Medal (2 awards)
Defense Meritorious Service Medal
U.S. Navy Commendation Medal
U.S. Navy League Award – Top Academic Achievement in Surface Warfare
Department Head Course (First in a class of eighty-eight officers)

PROFESSIONAL/CIVIC

Member, City of Richland Board of Adjustment (currently)
Member, Department of Defense Acquisition Professional Community
Member, National Defense Industrial Association
Member, Navy League of the United States
Member, U.S. Naval Institute
Captain, U.S. Navy (retired)
Clearance: **TOP SECRET**

PUBLICATIONS

Haggerty, A.E., Bratzel, D.R., Meredith, M.D., et al, (2012). Mid-Columbia Clean Energy Feasibility Study, Published online at www.hanford.gov, Official Documents. Copy on request.

Haggerty, A.E., Wood, R.L., (2009). Doctor, It Hurts When I Do This ... *Defense AT&L Magazine*, vol XXXVII, 8-11.

Haggerty, A.E., Van Wyck, D., May, T., Barker, P., Wood, R.L., Brown, J., et al. (2004), COBRA JUDY Replacement: A shipboard S- & X-band solid-state radar system for the collection of ballistic missile signatures. *Proceedings of the 2004 Military Sensing Tri-Service Radar Symposium (classified)*.

Haggerty, A. E., & Wood, R. L. (1987). Return of the Naval Airship. *United States Naval Institute Proceedings*. 113(2), 48-50.

Haggerty, A. E., & Wood, R. L. (1985). The New Faces [of Amphibious Warfare]. *United States Naval Institute Proceedings*. 111(11), 37-40.

Haggerty, A. E., (2017). The Failover File (Mystery). Uncial Press

REFERENCES

On request.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 45-17, Appointing Membership to the Richland Code Enforcement Board

Department:
City Attorney

Ordinance/Resolution Number:
45-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 45-17, reappointing Joe Guyette and Gerald Frey to the Code Enforcement Board.

Summary:

The Code Enforcement Board (CEB) terms for Position No. 4, currently held by Joe Guyette, and No. 5, currently held by Gerald Frey, will expire on March 31, 2017.

Vice Chair Pechtel and Staff Liaison Kintzley are recommending the reappointments of Joe Guyette and Gerald Frey to Position Nos. 4 and 5, respectively. Both positions will have a two-year term effective from April 1, 2017 through March 31, 2019.

Candidates Lloyd Becker and Dino Besic were also considered for the Code Enforcement Board.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 45-17
2. CEB Recommendations and Applications

RESOLUTION NO. 45-17

A RESOLUTION of the City of Richland confirming the position reappointments of Joe Guyette and Gerald Frey to the Code Enforcement Board

BE IT RESOLVED by the City Council of the City of Richland that the following position reappointments to the Code Enforcement Board, effective April 1, 2017, are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
Joe Guyette	4	3/31/19
Gerald Frey	5	3/31/19

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Barham, Debby

From: Kintzley, Heather
Sent: Wednesday, March 08, 2017 4:24 PM
To: Barham, Debby
Cc: Anderson, Brad; Fulton, Toni; 'Adam Pechtel'; 'adam@pechtellaw.com'; Harrison, Mike
Subject: Recommendations for Appointment to CEB

Debby – After holding interviews today, Board Vice Chair Adam Pechtel and I recommend reappointment of Dr. Gerald Frey and Mr. Joe Guyette.

Thanks,
Heather

Board Commission or Committee Application

Please correct the field(s) marked in red below:

Select the Board, Commission or Committee applying for:

Code Enforcement Board ▾

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RICHLAND CITY CLERK

PERSONAL INFORMATION: *

First Name

Joe

Last Name

Guyette

Street Address

1115 McPherson

City

Richland

State

WA

Zip

99354

Email:

richlandguy1a@gmail.com

Contact Phone:

(509) 943-6737 ext.

Alternate Phone

ext.

Length of Residency in the City of Richland

30+ years

Occupation:

Retired

Arts Commission or Parks & Recreation Commission Applicants Only:

☐ Adult

☐ Youth

Youth-Grade:

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: *

6 year US Navy -
Nuclear operations,
VietNam Veteran
BA - WSU Tri-cities
Retired from
Hanford
Contractors,
experienced in
operations, QA,
Program
Management,
Project Management

EXPERIENCE:

*

Experience Applicable to the City Board, Commission or Committee to which you are applying.

Completing first term on the Code Enforcement Board

Are you currently serving on a City of Richland Board, Commission or Committee?
(An individual is limited to serve on two boards, commissions or committees at the same time) *

☒ Yes

☐ No

If Yes, which one/s? Otherwise, enter "Not Applicable" in the field provided

Code Enforcement Board

Have you served on a City of Richland Board, Commission or Committee before?

*

☒ Yes

☐ No

If Yes, which one/s? Otherwise, enter "Not Applicable" in the field provided

Code Enforcement board

Are you a City of Richland Employee?

Per Richland Municipal Code Section [2.28.520](#), no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

*

- ☐ Yes
☒ No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements. *

- ☒ I accept

A resume is required to complete the application. *
is required.

ATTACHED

CLEAR

BROWSE...

Maximum size allowed: 5 MB

Allowed types: .gif, .jpg, .png, .doc, .docx, .xls, .xlsx, .rtf, .pdf, .txt

Office of the City Clerk:

P.O. Box 190, MS-05,
975 George Washington Way,
Richland, WA 99352
Phone: (509) 942-7389
Fax: (509) 942-7379

SUBMIT

Resume

Joseph C. Guyette
1115 McPherson
Richland 99354
509-943-6737

- Resident of Richland since 1975
- BA from WSU Tri-Cities, 1997
- Retired from Hanford Site Contractor with experience in operations, QA, construction project teams
- Active Docent at B Reactor and Hanford site tours during the summer months
- Wife is a Librarian/Teacher in Richland School District, one adult daughter in the wine industry
- 6 year US Navy veteran – Submarine service, Vietnam veteran
- Past 5 year president of the Friends of the Richland Library, 10 year member of this Board
- Current member of the Richland City Code Enforcement Board, finishing first term
- Interests include fly fishing, travel, good food, RVing, river rafting
- Fair and unbiased, timely, supportive, and detail oriented

I just want to continue to support the community.

Select the Board, Commission or Committee applying for:

Code Enforcement Board

PERSONAL INFORMATION:

First Name Gerald
Last Name Frey
Street Address 355 Rockwood Drive
City Richland
State WA
Zip 99352
Email: geraldfrey@charter.net
Contact Phone: (509) 628-3961
Alternate Phone (509) 539-1174
Length of Residency in the City of Richland 40 years
Occupation: Retired doctor

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JAN 30 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth-Grade: Not answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

Doctor of Medicine 1971 University of Wisconsin
Pediatric residency 1971-1973 and 1975-1976 St. Joseph Hospital Phoenix AZ
United States Air Force 1973-1975
Pediatrician Richland WA 1976-2007

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.
Member of the City of Richland Code Enforcement Board
Guardian Ad Litem Benton-Franklin counties.
Member of the Richland Police VIPS
Master Gardener Benton Country

I am currently active in all of the above organizations.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? Code Enforcement Board

Otherwise, enter "Not Applicable" in the field provided

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? Not Applicable

Otherwise, enter "Not

Applicable" in the field
provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Resume Gerald Frey.docx

Resume Gerald Frey

University of Wisconsin-Milwaukee 1963 to 1967

University of Wisconsin Medical School-Madison 1967 to 1971

Pediatric Residency: St. Joseph Hospital Phoenix AZ 1971 to 1973

Pediatrician: Anderson Air Force Base Guam USA 1973 to 1975

Pediatric Residency: St. Joseph Hospital Phoenix AZ 1975 to 1976

Pediatrician: Richland WA 1976 to 2007

Richland VIPS: 1997 to present

CASA/Guardian Ad Litem: 2009 to present

Benton-Franklin Master Gardener: 2009 to present

Richland Code Enforcement Board: 2010 to present



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 46-17, Appointing Membership to the Richland Parks and Recreation Commission

Department:
City Attorney

Ordinance/Resolution Number:
46-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 46-17, reappointing James Buelt and appointing Autumn Clark, Sai Kukkadapu, and Jessica Scritchfield to the Parks and Recreation Commission.

Summary:

The Parks and Recreation Commission (PRC) adult positions, No. 2, currently held by James Buelt, and No. 7, currently held by Kit McBurney; and youth positions, No. 8, currently held by Viknesh Kasthuri, and No. 9, currently held by Naveena Bontha, will expire on March 31, 2017.

Chair Gutierrez and Council Liaison Kent are recommending the reappointment of James Buelt and appointments of Autumn Clark, Sai Kukkadapu and Jessica Scritchfield to Position Nos. 2, 7, 8 and 9, respectively. The two adult positions will have a term from April 1, 2017, through March 31, 2020, and the two youth positions will have a term from April 1, 2017 to March 31, 2018.

Youth candidates Lillian Ahrend, Naveena Bontha, and Viknesh Kasthuri, and adult candidates Dino Basic, Miriam Gormley, Jhoanna Jones, Kit McBurney, Emma Mealer, Eric Melby, Larry Nunn, Ivan Papp, Kyle Pomraning, Alex Pospical, Shir Regev, Craig Slougher, Margaret Smoot, Steven Sontag, and Sarah Suffield were also considered for the PRC positions.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 46-17
2. PRC Recommendations and Applications

RESOLUTION NO. 46-17

A RESOLUTION of the City of Richland confirming the position appointments of Autumn Clark, Sai Kukkadapu and Jessica Scritchfield and reappointment of James Buelt to the Parks and Recreation Commission.

BE IT RESOLVED by the City Council of the City of Richland that the following position appointments and reappointment to the Parks and Recreation Commission, effective April 1, 2017, are hereby confirmed:

<u>NAME</u>	<u>POSITION NO.</u>	<u>TERM ENDING</u>
<u>Adult Members</u>		
James Buelt	2	3/31/20
Autumn Clark	7	3/31/20
<u>Youth Member</u>		
Sai Kukkadapu	8	3/31/18
Jessica Scritchfield	9	3/31/18

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

From: Maria Gutierrez [<mailto:perublossom@yahoo.com>]

Sent: Friday, March 03, 2017 8:57 AM

To: Schiessl, Joe ; Nancy Doran ; Kent, Sandra

Subject: PRC Interviews

Good Morning Joe,

So here's the results of our interviews last night. We are very happy with the amount of applicants that we had and believe we had a great pool to choose from.

For the youth positions, we would like to have Sai Kukkadapu and Jessica Scritchfield as our new youth members. We would hope that they could join the commission beginning in April so that they can become oriented and begin working with the commission. Both youth members seem very enthusiastic and to have insight and perspective that will be valuable.

For the adult positions, we took a great deal of consideration and discussion to reach our conclusion. We believe that Jim Buelt has contributed quite a bit as a member of the PRC and we appreciate his diligence and desire to have a positive impact on the community through his role as a commissioner. We would like him to remain on the commission.

For our final position, we would like to select Autumn Clark. As Nancy noted, she seems to inherently have a philosophy about Parks and Recreation that would fit well with the work that we are doing and seems to align with where the city is headed. She has a good understanding of finance/grants, working in the context of a board, analytical, "even-keeled", and a desire to bring people to the parks and encourage activity.

A takeaway for us in this interview process is that a value that we appreciate in commission members is understanding the goals that we as a commission are working towards, a desire to work well within the context of our team, and, very importantly, providing input. Commissioners have to be ready, willing, and confident in speaking their mind and sharing their thoughts. Without this trait, I think that the commission is weaker. As a result, our selection process allowed us to vet interviewees through the lens of valuing that person's perspective and their willingness and comfort with communicating their unique perspective on the wide range of issues that we may have before us.

If you have any questions, please let Nancy or I know.

Thanks,

Maria Gutierrez

Select the Board, Commission or Committee applying for:

Parks and Recreation Commission

PERSONAL INFORMATION:

First Name James
Last Name Buelt
Street Address 2448 Pershing Ave
City Richland
State Washington
Zip 99354
Email: james.buelt.rpr@gmail.com
Contact Phone: (509) 375-1826
Alternate Phone (509) 539-5577
Length of Residency in the City of Richland 42 yrs
Occupation: retired

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FEB 10 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Adult

Youth-Grade:

Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

B.S. Chemical Engineering 1975

37 years as a research engineer and manager at Pacific Northwest National Laboratory specializing in the fields of nuclear waste management

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

Served 3 years as City of Richland Parks and Recreation Commissioner (2014 to present)

Other volunteering activities include judging at the Mid Columbia Science Fair and mock interviewer at Hanford High School.

Past volunteering activities included Little League baseball umpire for 12 years, serving on the board for the regional March of Dimes, serving on the state review board for March of Dimes Grant Programs, and blood donations (>8 gallons lifetime).

An active participant in Richland Parks and events, including bicycling, tennis, jogging, hiking, watersports, and golf.

Management experience at PNNL is directly useful to the organization, execution, and representation of Parks Commission goals and activities.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

Yes

If Yes, which one/s? Parks and Recreation

Otherwise, enter "Not
Applicable" in the field
provided

Have you served on a City of Richland Board, Commission or Committee before?

Yes

If Yes, which one/s? Parks and Recreation
Otherwise, enter "Not
Applicable" in the field
provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

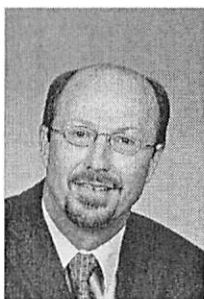
No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

Buelt BioJan17.doc



JAMES L. BUELT

General Manager
JLB EnvEn Solutions, LLC
Richland, Washington

CURRENT SCOPE OF ACCOUNTABILITIES:

Currently, Mr. Buelt is General Manager of JLB EnvEn Solutions, LLC, providing consulting services in the field of nuclear fuel cycles and nuclear waste management. In October, 2012 he retired from Pacific Northwest National Laboratory as Nuclear Energy Sector Manager after a 37-year career there. In this role, he was responsible for developing the relationship and business with the DOE Office of Nuclear Energy and the nuclear industry, which currently totals approximately \$15 million/yr at PNNL. He served as the face to the client for all of PNNL's nuclear energy science and engineering activities. He was responsible for the development and execution of the nuclear energy strategy for the Laboratory on how to best deploy its scientific and facility resources for the safe, secure, and economic expansion of nuclear power.

EXPERIENCE:

During Jim's 37-year career with Battelle at PNNL, he has been a sector manager, technical group manager, nuclear facility manager, product line manager, project manager, and senior development engineer. His responsibilities have centered on the development of radioactive and chemical waste treatment and immobilization processes. He is the holder of several patents on In Situ Vitrification and other environmental cleanup methods. From 1976 to 2002, Jim was the product line manager for one of Battelle's most prominent product lines; Process and Measurement Technology. In this role, he was responsible for building and managing a business of over \$40 million in contract R&D composed of approximately 130 active projects.

In 2002, Jim became the lead technical manager for the Radiochemical Processing Laboratory, PNNL's Hazard Category II Nuclear Facility, designed to conduct research on highly active and dispersible radioactive and nuclear materials. He was responsible for the safety basis of the facility, as well as the development and performance of over 80 research and support staff and held this position for four years.

Prior to becoming the sector manager, he was the acting manager of the Nuclear Safety and Technology Product Line, responsible for the expert delivery of the nuclear technology portfolio of projects at the Laboratory, totaling approximately \$40 million/yr in annual sales and business volume.

COMMUNITY ACTIVITIES:

Mr. Buelt is currently serving as a volunteer on the City of Richland's Parks and Recreation

Commission. As part of the Commission, his responsibility is to provide guidance and input on future planning and strategies for the Parks and Recreation Department. Mr. Buelt has been a qualified Little League umpire for the youth of the community. Mr. Buelt also volunteers occasionally at the local high school conducting mock interviews and portfolio reviews with students as well as at the Mid Columbia Science Fair as a judge of high school science projects.

EDUCATION

B.S., Oregon State University, Chemical Engineering, 1975

Select the Board, Commission or Committee applying for:

Parks and Recreation Commission

PERSONAL INFORMATION:

First Name Autumn
Last Name Clark
Street Address 1509 Purple Sage St
City Richland
State WA
Zip 99352
Email: autumnjadeclark@gmail.com
Contact Phone: (208) 798-9008
Alternate Phone (509) 942-3238
Length of Residency in the City of Richland 1.5 years
Occupation: Major Gifts Officer

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JAN 31 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Adult

Youth-Grade:

Not
answered

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

- Currently Major Gifts Officer for Kadlec Foundation
- Background in development, with several years spent in fundraising consulting
- Work experience across the non-profit sectors
- MA in Museum Studies from New York University
- BS in Psychology and Art History from Boise State University

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I have a keen interest in the spaces and programs that promote pride in and education of our surroundings. Although my career has centered around fundraising, for my MA in Museum Studies and various positions at cultural institutions (including NYC Parks and Recreation), I focused on interpretation of historic spaces and public education. Both of these are applicable to this role and remain a passion of mine. Wellness is important to everyone, and recreation opportunities and beautification of our community play a key role in our well being.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not
Applicable" in the field
provided

Have you served on a City of Richland Board, Commission or Committee before?

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not

**Applicable" in the field
provided**

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

AClark-resume-PRC.pdf

PROFESSIONAL HIGHLIGHTS

- More than eight years experience in fundraising and community outreach
- Cross-sector development background in healthcare, social service, higher education, international, cultural and religious organizations
- Secured multiple seven-figure gifts, including the largest gifts in history at each of the following organizations:
 - University of Windsor: \$10 million
 - NEA Baptist Health Foundation: \$5 million
 - Kiwanis International Foundation: \$1 million
- Experienced in staff management, evaluation and mentorship
 - Managed a department of 13 front-line fundraisers and support staff
 - Supervised a staff of 11 on a global fundraising campaign, with seven direct reports responsible for coordinating fundraising from 280,000 members
- Experienced in volunteer and leadership management
 - Facilitated efforts of a team of more than 1,000 volunteers worldwide in grassroots and major gift fundraising efforts, across four languages
 - Led workshops for boards and executive leadership

EXPERIENCE

KADLEC FOUNDATION – Richland, WA

Major Gifts Officer: 2015-present

- Identifying, cultivating and securing gifts of \$10,000 or more for capital projects and programs
- Providing strategic direction and training to the Board of Trustees and designated leadership groups
- Engaging employees, patients and community members in philanthropy

CCS – Chicago, IL

Assistant Vice President: 2015

Executive Director: 2013 – 2015

Associate Director: 2012 – 2013

Project Coordinator: 2012

CCS is a global fundraising, development and strategic planning consulting firm.

Key client projects:

- University of Windsor – Windsor, ON: I served as Managing Director for the Campaign Office. We raised \$23.3 million in nine months (more than 75% via Lead and Major Gifts), surpassing an \$8 million goal and doubling previous annual fundraising records. We were engaged in a comprehensive \$100 million campaign in support of programs, scholarships, research, partnerships and capital needs. As the director of the department, I recruited and supervised a staff team and a budget of more than \$1 million.

- NEA Baptist Charitable Foundation – Jonesboro, AR: I led a \$3 million campaign in support of services for cancer patients and families. The campaign plan and strategy were based on a feasibility study, for which I interviewed more than 100 stakeholders to evaluate support. The campaign was successful at more than \$8 million, and I continue to provide regular strategic guidance.
- Kiwanis International Foundation, Indianapolis, IN: The Eliminate Project was a \$110 million grassroots international campaign in partnership with UNICEF to eliminate maternal and neonatal tetanus. As Associate Director and Lead Campaign Area Director, I managed the team of Area Directors in addition to working toward my own goals to raise more than \$30 million from the southeast USA and Asia-Pacific.

Key team projects:

- Open Learning Sessions: I assisted with the organization and implementation of a series of classes for Chicago-area development professionals. I also drafted content and taught courses, including Major Gift Strategies and Engaging Volunteers in Development.
- Conference Committee: As a chair and past member of the committee, I planned content for the annual conference for three CCS divisions.
- Learning Committee: I chaired a committee tasked with remaking new director orientation, continuing education and professional development programs.
- Writing Center: I served as an editor for the division internal document review center.

CHICAGO HISTORY MUSEUM – Chicago, IL

Visitor Services Evaluation Assistant: 2011

- Developed a visitor feedback system for tours of “Chicago: Crossroads of America”

NEW YORK CITY PARKS DEPARTMENT – New York, NY

Historic House Trust Education Associate: 2010

- Worked with staff at 23 historic houses to create a program to identify needs and match interns/volunteers

BROOKLYN MUSEUM – Brooklyn, NY

Visitor Services Assistant: 2010

- Staffed the Target First Saturday events of up to 20,000 visitors
- Organized and moderated focus groups for educational program evaluation

LEWIS-CLARK STATE COLLEGE – Lewiston, ID

Dogwood Festival Talent & Volunteer Manager: 2009

- Designed a sustainable annual volunteer management program for 50 festival positions

LEWIS-CLARK STATE COLLEGE – Lewiston, ID

Center for Arts & History Educational Outreach Coordinator: 2008-2009

- Increased on-and-off-site student involvement by 500% through new programs and grants
- Coordinated events and volunteer management

PEACE CORPS – Mali

Natural Resource Management Extension Agent: 2006-2008

- Conducted a needs assessment of the community, and wrote and administered grants
- Taught adult education workshops and ESL to grades 6-9

BOISE STATE UNIVERSITY – Boise, ID

New Student Services Senior Orientation Leader: 2003-2006

- Developed and ran an orientation, advising and registration program for entering students
- Recruited and supervised new orientation leaders

EDUCATION

Master of Arts in Museum Studies, New York University – New York, NY: 2011

Bachelor of Science in Psychology, Boise State University – Boise, ID: 2006

PERSONAL INTERESTS

Hiking, kayaking, yoga, visiting museums and wineries, reading

Select the Board, Commission or Committee applying for:
Parks and Recreation Commission

PERSONAL INFORMATION:

First Name Sai
Last Name Kukkadapu
Street Address 82 Edgewood Drive
City Richland
State Washington
Zip 99352
Email: SaiKukkadapu@outlook.com
Contact Phone: (509) 628-3604
Alternate Phone (509) 851-8500
Length of Residency in the City of Richland 15 years
Occupation: Student at Hanford High School

RECEIVED

FEB 10 2017

RICHLAND CITY CLERK

Arts Commission or Parks & Recreation Commission Applicants Only:

Youth

Youth-Grade:

10

OCCUPATIONAL AND EDUCATIONAL BACKGROUND:

As a student, my only educational background is my public k-12 education, where I attend Hanford High as an honors student. I have been in advanced classes since the third grade, while also being involved in music and art classes.

EXPERIENCE:

Experience Applicable to the City Board, Commission or Committee to which you are applying.

I am involved in many art, music and other various leadership positions in my school and the community. I have been in the Teen Advisory Group (TAG) at the Richland Public Library for almost 6 years. I recommend new books to the librarian, advise the summer reading program, and volunteer at numerous library events a month. Also, this summer, I volunteered at Fieldstone Memory Care in Kennewick, where I aided the Life Enrichment Director in caring for residents, through the means of escorting, games, art, and just talking. I also teach piano once a week. I have been playing piano since the second grade, and use that knowledge to teach students about the instrument. Within the school, I am the Choir department historian, where I maintain the social media, and create numerous posters for the school, while also taking photos of the 200 kids in the choir department. Plus, I am active in Hanford High School Student Media, where I draw comics for the newspaper and design elements for the yearbook, due to the fact that I have been in art classes since pre-school, and have had the option to take AP art at Hanford.

Are you currently serving on a City of Richland Board, Commission or Committee?

(An individual is limited to serve on two boards, commissions or committees at the same time)

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not Applicable" in the field provided

Have you served on a City of Richland Board, Commission or Committee before?

No

If Yes, which one/s? Not Applicable

Otherwise, enter "Not
Applicable" in the field
provided

Are you a City of Richland Employee?

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

No

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. In addition, I certify that I am in compliance with the qualification requirements.

I accept

A resume is required to complete the application.

[Resume.pdf](#)

Sai Kukkadapu
82 Edgewood Drive
Richland, WA 99352

509.851.8500
SaiKukkadapu@outlook.com

Skills

- Proficient in watercolor, acrylic and graphite pieces
- MS Excel
- Basic photography skills

Education

Hanford High School / Sophomore
August 2015 - Present, Richland, WA

Experience

Library Teen Advisory Group Member

January 2012 - PRESENT, Richland Public Library

In this position, I advise the teen librarian in picking new books, help with the summer reading program and volunteer at numerous event a month.

Hanford High School Choir Officer / historian

August 2016 - PRESENT, Hanford High School

As the Choir Historian, I was elected from my school's top choral ensemble. I am in charge of taking photos of the 200 choir students, and maintaining social media, as well as posters advertising the department.

Piano Teacher

June 2016 - Present

I have been playing Piano since I was eight years old, and now I teach piano classes once a month using the Alfred Piano Books.

Hanford High School Journalism

August 2016 - Present

In our school's Journalism class, I draw caricatures and comics for the newspaper, as well as design elements for the yearbook.

Fieldstone Memory Care / volunteer

June 2016 - August 2016, Fieldstone Memory Care Kennewick

During the summer break, I volunteered at the Dementia/Alzheimer assisted living facility. My purpose was to escort residents, make sure they didn't escape, and played games with them.

Awards

- Graphite drawing won local competition for PTA Reflections and proceeded to the state competition, 2016
- 6 time winner of the Mid-Columbia Science fair
- 2 time participant of Washington Music Educators Association of Music All State Honor Choir
- 2 short stories won at local PTA Reflections and proceeded to state competition, 2015-2016



APPLICATION FORM

BOARD ~ COMMISSION ~ COMMITTEE

BOARD/COMMISSION/COMMITTEE FOR WHICH APPLYING: Parks and Recreation Commission

NAME: Jessica Scritchfield Contact Telephone: (509)-392-2999

ADDRESS: 2112 Lee Blvd. Alternate Telephone: (509)-528-6998

CITY, STATE, ZIP: Richland, WA, 99352 E-mail: jessica.scritchfield@outlook.com

Arts Commission or Parks & Recreation Commission Applicants Only: → Adult: _____ Youth / Grade: 11

LENGTH OF RESIDENCE IN RICHLAND: 17 years

OCCUPATIONAL AND EDUCATIONAL BACKGROUND: Current student at Delta High School - graduating June 2018

EXPERIENCE RELATED TO THE BOARD/COMMISSION/COMMITTEE, WHICH YOU ARE APPLYING FOR:

I am an officer in Natural Helpers and the Delta Media Group. I have lived in Richland my whole life.

ARE YOU CURRENTLY SERVING ON A BOARD, COMMISSION, OR COMMITTEE? IF YES, WHICH:

(An individual is limited to serve on two boards, commissions or committees at the same time)

I am not currently serving on any boards, commissions, or committees.

HAVE YOU SERVED ON A BOARD, COMMISSION, OR COMMITTEE BEFORE? IF YES, WHICH: I have

never served on any boards, commissions, or committees.

ARE YOU CURRENTLY AN EMPLOYEE OF THE CITY OF RICHLAND? ☒ No ☐ Yes (if yes, see exemption below)

Per Richland Municipal Code Section 2.28.520, no employee, during his or her term of service in City employment, shall be eligible, or be appointed, to serve on any City board, committee or commission performing an advisory function to the City Council.

A RESUME IS REQUIRED – PLEASE ATTACH IT TO THIS APPLICATION

By submitting this application, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The City, its officials, or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the media. **In addition, I certify that I am in compliance with the qualification requirements of this appointment.**

Date: 2/10/17 Signature: Jessica Scritchfield

Return to: Office of the City Clerk, P.O. Box 190 MS-05, 975 George Washington Way, Richland, WA 99352 Phone: 942-7388 Fax: 942-7379 Email: dbarham@ci.richland.wa.us

RECEIVED

FEB 10 2017

RICHLAND CITY CLERK

Jessica Scritchfield

2112 Lee Blvd, Richland, WA 99352 – (509)392-2999
Jessica.Scritchfield@outlook.com

Qualifications Summary

I am seeking work experience and exposure to the work environment. I am well known for my drive, hard work, and adaptability. I am a high energy natural leader with great people skills.

- Ability to plan
- Adaptable
- High energy
- Desire to learn and improve
- Problem solver
- Organize and manage projects
- Leader

Experience Highlights

Self-Management

- Helped Natural Helpers organize Winter Wishes.
- I consistently keep a planner to organize my work.

Adaptable

- I often volunteer at the PetSmart pet adoption program, where I need to be able to adapt to the needs of the business.
- I love to read as many books as I can and reach out to teachers for recommendations on how to learn more.
- I've lead emergency meetings for Delta Media Group in order to solve problems and finish up work on the yearbook.
- I volunteered to build Goethals Park, where I needed to work on different teams.

Leader

- I am the 11th grade representative for Natural Helpers, an elected group of leaders.
- I am the Design Editor for the Delta Media Group in charge of planning the yearbook, where I needed to motivate staff members to work.
- I am currently a freshman mentor.

Education & Training

Attended the Washington Journalism Education Association Journalism Camp (2016).
Received Harassment training from PNNL (2016).
Received Mentor training (2016).
WA State Driver's License.
Earned the Microsoft Office Specialist Certification (2014).

Community Involvement

Over 35 hours of community service.
Including volunteering building Goethals Park.
Active member in Natural Helpers Club (2015-present).
Junior Representative (2016-2017).
Active member in Delta Media Group (2015-present).
Design Editor (2016-2017).
Freshmen Mentor (2016-2017).
Marketed pet adoption in the Adoption Day at PetSmart (2015-2016).



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 49-17, Expressing Appreciation to Justin Raffa for Service on the City of Richland Arts Commission

Department:
City Attorney

Ordinance/Resolution Number:
49-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 49-17, expressing appreciation to Justin Raffa for his service on the City of Richland Arts Commission.

Summary:

Justin Raffa was appointed to the Arts Commission in September 2014 and will serve until his term expires on March 31, 2017.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 49-17

RESOLUTION NO. 49-17

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Justin Raffa for the service he rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Justin Raffa, their appreciation for the service he rendered to the City during his tenure as a member of the Arts Commission.

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality, Key 4 - Targeted Investments

Subject:

Resolution No. 50-17, Awarding Distribution of Commercial Improvement Funds (CIP)

Department:

Community & Development Services

Ordinance/Resolution Number:

50-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 50-17, authorizing the City Manager to sign and execute agreements for funding from the Commercial Improvement Program.

Summary:

City Council is being asked to consider the award of Commercial Improvement Program funds for two independent projects.

The first applicant, Bombing Range Brewing Company, proposes to install electrical cabling and a structural base for new signage on the facade of their business. The applicant is requesting reimbursement, up to \$3,000, for the installation of the signage equipment that shall remain permanent and reusable for their own business and that of any future tenant. Staff believe this application meets the intent of the program as the installation would resolve outstanding issues of visibility of this business within the Port of Benton Technology Enterprise Center.

The second applicant, Emerald of Siam, proposes to install a new permanent awning over their patio seating area. The applicant is requesting reimbursement, up to \$10,000, to replace a non-functional projecting awning with a permanent functional awning that better meshes with the design of the patio enclosure. Staff believe this application meets the intent of the program as the installation would result in a well-designed addition that enhances the aesthetic of the facade with a functional structure.

The Economic Development Committee recommended approval by the City Council for both applications at their February 27, 2017 meeting.

Fiscal Impact:

Approval of this recommendation by City Council will result in the expenditure of \$13,000 from the Commercial Improvement Program, with \$30,000 being available in the program balance. A balance of \$17,000 would remain in the Commercial Improvement Program for allocation to additional applicants during the remaining application period.

Attachments:

1. Resolution No. 50-17
2. CIP2017-002 Application
3. CIP2017-003 Application
4. CIP Funding Agreement - DAMI Enterprises, LLC
5. CIP Funding Agreement - MORAKOT, Inc

RESOLUTION NO. 50-17

A RESOLUTION of the City of Richland awarding the distribution of funds from the Commercial Improvement Program.

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

WHEREAS, the Richland City Council adopted Ordinance No.15-08 on July 15, 2008, authorizing the establishment of a Commercial Improvement Program for the purpose of improving the exterior of buildings within the City; and

WHEREAS, the Economic Development Committee reviews and recommends to the Richland City Council projects for funding from the Commercial Improvement Program; and

WHEREAS, at its February 27, 2017 meeting, the Economic Development Committee provided a positive recommendation to allocate \$13,000 towards projects that are determined eligible under Richland Municipal Code (RMC) 5.04.377, as further described in the Commercial Improvement Program Application List, attached hereto as Attachment A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Commercial Improvement Program funding agreements with the applicants as provided on Attachment A.

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Attachment A

Commercial Improvement Program Application List

Projects	Award Amount
Bombing Range Brewing Company	\$3,000.00
Emerald of Siam	\$10,000.00
TOTAL AWARDS:	\$13,000.00



Commercial Improvement Program Guidelines

To help business owners improve the exterior appearance of their buildings the City has begun accepting applications for the Commercial Improvement Program (CIP). Eligible businesses and building owners may apply for funding to make permanent exterior improvements to enhance the appearance of their businesses. The program requires that all proposals meet the following eligibility requirements:

- Use of the fund shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions and for public investment to facilitate private economic development and to limit or eliminate blight.
- These funds are made available to businesses focusing on, but not limited to, the following boundaries: Downtown/The Parkway, Island View (Wye area), Lee Boulevard/Stevens, Richland Airport, the Uptown Shopping Center, Van Giesen, Wellsian Way, or any commercial area that is 30 years or older and located within Richland.
- Funds may only be used for exterior building and site improvements. The improvements shall be clearly visible to the general public from streets, sidewalks, and other public access points. Applicants are encouraged to consult with the City prior to submitting a plan for facade and streetscape improvements containing a description and illustration of planned improvements and an itemized budget, including design, installation and fabrication costs. Please refer to Commercial Improvement Program Checklist.
- Any funding must be matched by non-City funding. City funding may not exceed 50% of the total improvement costs. The only exception will be proposals from City of Richland departments that may use other City derived funds to match the CIP funds. However, City requests must enhance an area immediately adjacent to Richland businesses.
- Funds must be used within the same year of the award date or within six (6) months of award date, whichever period is longer. Applicants that do not use the awarded funds within the specified timeframe will not be eligible to apply to the CIP for three (3) years.
- Any applicant holding a current Richland business license is eligible for funding; however, those applicants that generate positive economic impact through retail sales and service are given a higher review priority.
- Any building with a zoning or building code violation is not eligible for the program.
- Any enhancement that takes place before the final approval will not be eligible.
- The program will not provide funds for working capital, debt refinancing, equipment/inventory acquisition, application fees, permit fees, legal fees, plumbing repair/improvement, HVAC repair/improvements, parking lot resurfacing, or interior remodeling.
- The project must comply with the Richland Municipal Code or other technical standards. This is the responsibility of the applicant.

Requirements Upon Funding

- The City's program and participation shall be secured by agreement, such agreement to provide for the City ownership of an interest in the facilities and improvements funded pursuant to the agreement.
- Applicants will be responsible to payback the funds to the City if the property is leased to another tenant, sold, or transferred within less than five (5) years. Also, the City shall receive payment if the enhanced area is significantly modified or altered.

- This Agreement will require applicants to maintain, at their expense, the improvements completed through the CIP for five (5) years.
- The City interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for five (5) years after funded project is complete. The repayment of the full amount will be required if violations occur within a year, within two (2) years 80%, within three (3) years 60%, within four (4) years 40%, within five (5) years 20%.

Review Criteria

Applicants may apply for a maximum of \$10,000, per storefront, in any program year. In reviewing such requests, the review committee shall base its funding decisions on the following guidelines:

1. Visual impact on the commercial district. The project should be decorative and artfully designed. Each applicant is encouraged to utilize the City's One-on-One Design Assistance Program. Any applicant utilizing the design program that does not make a good faith effort to complete the recommended project will not be allowed to use the CIP for three (3) years. The completion of the project is the responsibility of the applicant. Use of this program does not guarantee funding.
2. Clustering of projects for maximum impact.
3. Projects that leverage additional economic activities.
4. Contribution of project to the economic vitality of the commercial district and/or the neighborhood.
5. Enhancement of property appearance and historical features.
6. The project should enhance the exterior appearance of the subject building or storefront and/or improve the appearance of the neighborhood that is long lasting.
7. Applications shall provide all required supporting documentation.
8. Applicants requesting funds for the first time will be reviewed more favorably.
9. The project enhances the building and the surrounding neighborhood.

Funding Cycle

Applications for the Commercial Improvement Program are accepted throughout the funding cycle. All applications will be evaluated and approved or denied, per the recommendation of the Economic Development Committee, in a manner consistent with the program rules outlined above. All recommendations are not final until the approval of the Richland City Council.



Commercial Improvement Program

Application

Business Name: Bombing Range Brewing Co.
Owner's Name(s): Dashia Hopp, DAME Enterprises LLC.
Mailing Address: 2000 Logston Blvd #125-127 Richland, WA
Project Address (if different from above): SNA
Phone: 509-430-5828 FAX: _____

Amount of funding requested (cannot exceed 50% of total cost or \$10,000 per storefront): \$ 2741.08

1. Have you utilized this program before? ☐ Yes ☒ No If yes, what year and monetary amount did you receive? Please indicate funding level and identify the project(s). N/A

2. Provide a complete description of the planned improvements and how you believe they will enhance your business district. You may use additional space if necessary.

A large LED sign on top (above door) of building. Right now we have nothing but white decals spelling out our business name as a sign. You can't see it from the road and it isn't very attractive. A new lighted sign will look so much more professional and attractive, not to mention draw attention to our storefront.

☒ Attach an illustration of the project to this application.

3. Will the project require any permits? ☐ Yes ☒ No Please describe: I don't think so but I guess I am not sure.

For permit information, please contact Richland Permit Services at 942-7587.

4. Total project cost: \$ _____

Expenses (please provide at least 2 estimates)

Amount

Design.....\$ _____

Labor.....\$ _____

Materials/Equipment.....\$ 5062.00

Sales Tax.....\$ 420.15

Other.....\$ _____

Other.....\$ _____

Funding Sources

Amount

Business Owner.....\$ 2741.07

City (\$10,000/Storefront &/or 50% Maximum).....\$ 2741.08

Other.....\$ _____

Total (Must match project cost).....\$ 5482.15

5. Project schedule:

Estimated Start Date Jan 20, 2017 Estimated Completion Date Feb. 1, 2017

6. If you are not the building or property owner, do you have permission from the building or property owner to make the above described improvements?

☒ Yes ☐ No Name of Building or Property Owner: Port of Benton Phone: 509-371-1509

If NO, please explain: _____

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your company or project you think is relevant to this application.

I certify that the above information is correct to the best of my knowledge and that the requested funds will be used only for purposes described in this application or as approved by the City. I understand it is my responsibility to obtain all necessary permits and to make sure my project meets all state and local laws and codes.

Dashic Wapp, Owner

1-5-2017

Name, Title

Date

All applications must be completed and submitted to the Richland Economic Development Office. Mail applications to P.O. Box 190, MS # 18, fax to (509) 942-7379, or e-mail to therron@ci.richland.wa.us. Please contact Trisha Herron at (509) 942-7386 if you have any questions.

***Consultation with City staff is recommended prior to submitting this application. Incomplete applications will not be accepted.*

For more information about the program or to obtain an application form, contact the Richland Economic Development Division, P.O. Box 190 – MS 18, Richland, WA 99352, (509) 942-7583.



Commercial Improvement Program

Checklist

- | Yes | No | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Does this project meet the minimum requirements found in the program guidelines? |
| ☒ | ☐ | Does the business hold a current City of Richland business license? |
| ☒ | ☐ | Do you have the available funds to complete the project? |
| ☒ | ☐ | Do you have the ability to complete the project within the specified timeframe? |
| ☒ | ☐ | Does the project comply with the Richland Municipal Code? |
| ☒ | ☐ | Are the proposed improvements visible to the general public from streets, sidewalks, and other public access points? |
| ☒ | ☐ | Are the improvements consistent with the draft Central Business District Design Guidelines? |
| ☒ | ☐ | Do the improvements have a positive economic impact? |
| ☐ | ☒ | Did you consult with the City prior to submitting the application? |
| ☐ | ☒ | Is the request more than \$5,000? |
| ☐ | ☒ | Is the request less than 50% of the total project cost? |
| ☒ | ☐ | Did you include an itemized budget? |
| ☒ | ☐ | Did you provide at least two estimates? |
| ☐ | ☒ | Did you utilize the One-on-One Design Assistance Program? |
| ☒ | ☐ | Is the project well designed? |
| ☒ | ☐ | Did you include a design? Was it color illustrated? |
| ☒ | ☐ | Is the improvement long lasting? |
| ☒ | ☐ | Does it include an artful design element? |
| ☒ | ☐ | Did you provide before photographs and proposed enhancements? |

This is what we have now.



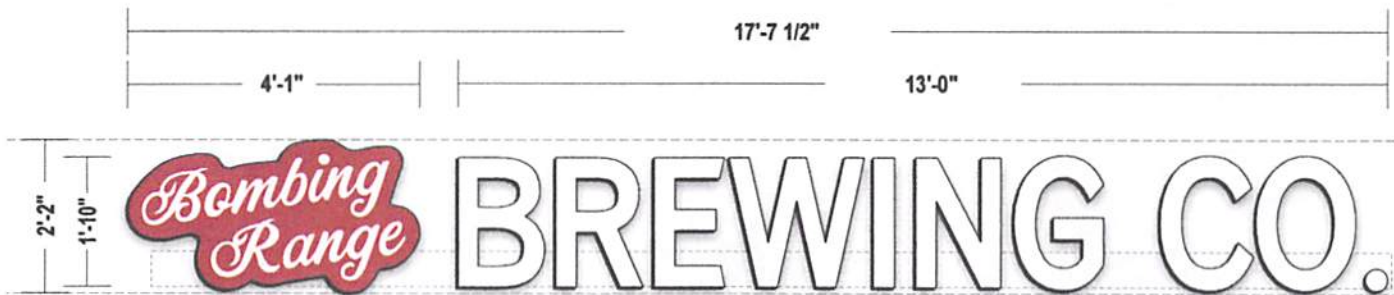
I would like all of this but
the sign on top is \$5482.15 so I will
be very happy with just that!!



#BOMB RNG 2 & 3A - ELEVATION (with wall sign option)



#BOMB RNG 2 & 3A - ELEVATION (with window vinyl option)

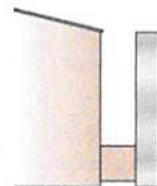


Fabricate and install one set of raceway mounted, illuminated channel letters.

"Bombing Range" - Internally illuminated "cloud" channel with white plex face, digitally printed vinyl graphics, black trim cap, silver returns, white LED illumination.

"Brewing Co." - Internally illuminated channel letters with white plex face, black trim cap, silver returns, white LED illumination.

Raceway painted to match building fascia.



(End View)



CLIENT BOMBING RANGE BREWING COMPANY	DATE 7/6/16	DRAWING # BOMB RNG 2	SIGNATURE	DATE
LOCATION WEST RICHLAND, WA	SCALE 1/2" = 1'	SALESPERSON JOE FISCHER		

ATTENTION!

This original design/drawing is the exclusive property of Quality Signs. Reproduction without written permission is strictly prohibited and will result in legal action. All rights reserved. All other trademarks are the property of their respective owners. All other trademarks are the property of their respective owners. All other trademarks are the property of their respective owners.

4822 Southridge Blvd. Suite B, Kennewick, WA 99338

Phone: 509-586-0585

Fax: 509-628-1399



Quality Signs

4822 Southridge Blvd., Kennewick, WA 99338 509-586-0585

Dashia Hopp
Bombing Range Brewing Co.
2000 Logston Blvd #126
Richland, WA 99352

July 6, 2016

Thank you for allowing Quality Signs the opportunity to quote your sign project.

Item:	Quantity:	Price:	Extension:
Design # BOMB RNG 2: Fabricate and install one set of raceway mounted, LED Illuminated channel letters			\$5062.00
Design # BOMB RNG 3A A. Fabricate and install one 6' x 4' brushed silver Dibond with vinyl graphics. B. Install one 3'8" x 2'7" set of window vinyl C. Install vinyl graphics on entry door.			\$416.00 \$250.00 \$176.00
Permits billed extra as required (Approximately \$120.00)			
Total:			\$
Sales Tax			8.6% \$ EXTRA
Total With Tax			\$

General Notes: Permit fees and engineering charges (If required) will be billed extra at cost. Quality Signs will connect the signs to the electrical source if it is at the sign location at the time of installation. Price does not include running wiring or conduit to the sign location unless noted above.

Wall mounted signs with wiring and/or power supplies behind the wall may require access ports, lighting, and catwalks if required by the Electrical inspector. Lighting, access ports and catwalks are not included.

Price assumes pole sign footings can be excavated without subsurface or concealed conditions, such as utilities, sandy soil, water, caliche rock or any other unforeseen condition that hinders excavation. Additional charges may apply if any of these conditions exist.

Payment terms: 50% down payment requested upon ordering. Balance billed and due upon completion. Quality Signs reserves the right to progress bill for completed work if completed signs cannot be installed due to unforeseen circumstances not the responsibility of Quality Signs.

Quote Completed by:  _____ Quality Signs	Date 7/6/16 _____ Date	Customer Acceptance: I agree to the above terms and conditions. _____ Customer	_____ Date
--	---------------------------------	---	---------------



Quality Signs

4822 Southridge Blvd., Kennewick, WA 99338 509-586-0585

Sales Quotation

Bombing Range Brewing Company 2000 Logston Blvd #126 Richland, WA 99352 Signage Proposal Breakdown	February 14, 2017
---	-------------------

Thank you for allowing Quality Signs the opportunity to quote your sign project.

Item:	Quantity:	Price:	Extension:
Design #: BOMB RNG 2 Fabricate and install one set of raceway mounted LED illuminated Channel Letters. Price/Cost Breakdown: Sign Letters \$2900.00 Raceway \$ 640.00 Re-usable Raceway-electrical components \$370.00 Sign installation including electric hookup \$1152.00			\$5062.00
Permits billed extra	Total:		\$ 5062.00
	Sales Tax		\$ 435.00
	Total With Tax		\$ 5497.33

General Notes: Permit fees and engineering charges (If required) will be billed extra at cost. Quality Signs will connect the signs to the electrical source if it is at the sign location at the time of installation. Price does not include running wiring or conduit to the sign location unless noted above.

Wall mounted signs with wiring and/or power supplies behind the wall may require access ports, lighting, and catwalks if required by the Electrical inspector. Lighting, access ports and catwalks are not included.

Price assumes pole sign footings can be excavated without subsurface or concealed conditions, such as utilities, sandy soil, water, caliche rock or any other unforeseen condition that hinders excavation. Additional charges may apply if any of these conditions exist.

Payment terms: 50% down payment requested upon ordering. Balance billed and due upon completion. Quality Signs reserves the right to progress bill for completed work if completed signs cannot be installed due to unforeseen circumstances not the responsibility of Quality Signs.

Quote Completed by:  Quality Signs	Customer Acceptance: I agree to the above terms and conditions. _____ Customer
2/14/17 Date	_____ Date



Commercial Improvement Program Application

Business Name: Emerald of Siam

Owner's Name(s): Dara Quinn and Billy Quinn

Mailing Address: 1314 Jadwin Ave

Project Address (if different from above): _____

Phone: (509) 947-3479 FAX: _____

Amount of funding requested (cannot exceed 50% of total cost or \$10,000 per storefront): \$9666.87

1. Have you utilized this program before? ☒ Yes ☐ No If yes, what year and monetary amount did you receive? Please indicate funding level and identify the project(s). 2001 I do not recall amount I think \$3500 for a new sign

2. Provide a complete description of the planned improvements and how you believe they will enhance your business district. You may use additional space if necessary.

Remove defunct and useless remnants of old awning and replace with functioning and aesthetically pleasing awning. This is for our outdoor seating area facing Jadwin. It also may help with utility bills by providing more shade to the storefront during summer. I am a little concerned about the artful design element but you will see our patio has artful design

☒ Attach an illustration of the project to this application. which will be complemented by the new structure

3. Will the project require any permits? ☒ Yes ☐ No Please describe: _____

For permit information, please contact Richland Permit Services at 942-7587.

4. Total project cost: \$ 19933.75

Expenses (please provide at least 2 estimates)

Amount

Design.....\$ _____

Labor.....\$ _____

Materials/Equipment.....\$ _____

Sales Tax.....\$ _____

Other _____ \$ _____

Other _____ \$ _____

Funding Sources

Amount

Business Owner.....\$ 9966.87

City (\$10,000/Storefront &/or 50% Maximum).....\$ 9966.87

Other _____ \$ _____

Total (Must match project cost).....\$ 19933.75

5. Project schedule:

Estimated Start Date April 3, 2017 Estimated Completion Date April 4, 2017

6. If you are not the building or property owner, do you have permission from the building or property owner to make the above described improvements?

☒ Yes ☐ No Name of Building or Property Owner: JAMES GO Phone: 948-1200

If NO, please explain: _____

You may use additional sheets of paper if necessary to complete the application. You may also attach any additional information about your company or project you think is relevant to this application.

I certify that the above information is correct to the best of my knowledge and that the requested funds will be used only for purposes described in this application or as approved by the City. I understand it is my responsibility to obtain all necessary permits and to make sure my project meets all state and local laws and codes.

Dara Quinn, Owner

Name, Title

2/7/17

Date

All applications must be completed and submitted to the Richland Economic Development Office. Mail applications to 840 Northgate Drive, fax to (509) 942-7764, or e-mail to info@richlandbusiness.com. Please contact Miles Thomas, Redevelopment Project Manager at (509) 942-7595 if you have any questions.

****Consultation with City staff is recommended prior to submitting this application. Incomplete applications will not be accepted.**

Feb 7, 2017

From: Dara Quinn
Emerald of Siam Thai Restaurant and Lounge
1314 Jadwin Ave.
Richland, WA 99354

To: City of Richland
Redevelopment Council

Re: Commercial Improvement Grant

Dear Sirs,

I would like to be considered for a grant to put in a new awning at our restaurant location. Being that we have been a small family business in Richland for over 30 years in the same location, do not own our property, and have been a zero to no profit business for this number of years I hope you will consider paying for the awning in full.

I believe that The Emerald of Siam may be deserving of such an exception as we have been providing the community a service of culture for over 30 years beginning with my mother in 1983 through the years sharing to the local children about Thai culture and food. This community outreach has continued into recent years as my brother Bill and I have taken over and converted the restaurant into a music and art venue. We frequently hold benefits for local people and organizations and we are a place for young people to explore their passion for music and art, not to mention a place to get freshly prepared delicious Thai cuisine.

It is well known that our landlord is not one for providing improvements on his properties. A grant to help improve the outward appearance of The Emerald of Siam will be helpful in so many ways including creating extra shade during the summer months when the building gets extremely hot from the afternoon sun. It will make the place more attractive and comfortable for patrons who will want to come by more frequently. This would result in the continuing spread of culture in Richland and increased revenues for the business and the city!

Thanks for your consideration. Any questions please call me on my cell phone 509-947-3479 or at The Emerald at 509-946-9328.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Dara', with a large, stylized loop at the end.

Dara Quinn

RICK'S

CUSTOM FENCING & DECKING

OR# 50088 WA# RICKSCF99KB

Dara Quinn
1314 JADWIN AVE
RICHLAND
(509)946-9328
Email: sakiamusic@hotmail.com

WA 99354
(509)946-9328

02/06/2017

Invoice No.
EST: 27349

ffpdf.A | JFO/ / | Have not asked yet/ page: 1

>>> ESTIMATE INFO COPY...Pricing subject to change. <<<

Qty	UN	Description	Price	Amount
1	---	DISPOSAL OF EXISTING COVER		
500	---	TEAR OUT HAUL OF EXISTING CVR	4.00	2000.00
1	--	** Subtotal = \$2000.00 **		
1	---	COVER		
480	SF	Duralum Cover Package	16.99	8155.20
		Cei/Pst:Rosewood/Siennawood		
480	SF	Labor Duralum Cover Package	15.00	7200.00
		Completely Installed		
4	---	ADDITIONAL BEAMS FOR LIGHTING	150.00	600.00
1	--	** Subtotal = \$15955.20 **		
1	--	Washington 8.60% SalesTax 0302	1578.55	1578.55
1	---	PERMIT		
1	EA	Minimum Permit Processing fee.	400.00	400.00
1	--	** Subtotal = \$1978.55 **		
				=====
ESTIMATE TOTAL				19933.75

origin:02/06/17 lastChange:02/06/17 nextContact:02/10/17

www.RicksFencing.com

503-640-5434	503-669-0795	503-463-8331	360-253-3792	509-736-3325
4543 SE TV Hwy Hillsboro, OR	20132 SE Stark St. Gresham, OR	8755 Portland Rd. NE Salem, OR	11516 NE 66th St. Vancouver, WA	9120 W Clearwater Ave. Kennewick, WA



Patio Covers Unlimited

"If you can dream it we can build it"

(509) 628-6123

Date

2-6-17

WA: PATIOCU897P6 • OR: CCB#: 195406

• 2235 Robertson Dr. Richland, WA 99354 • T: (509) 628-6123 • F: (509) 375-1144 • E: ryan@pcunw.com

Customer Emerald of Siam Dana Kelly Phone 946-9528
 Address 1314 Jadwin Ave Phone (W/C) 947-3479 Dana
 City Richland State _____ Zip 99354 Email sakamusic@hotmail

Open / Solid ☒ Western (P x W) 9x11 Square Feet 99 Price _____

Open / Solid ☒ Western (P x W) 13x23 Square Feet 299 Price _____

Lattice tube size: 2"x2" / 2"x3" Mitered / Scalloped ☒ Beveled / Corbel Color TBD

Mounting to: Fascia / Roof ☒ Wall / Freestanding

☒ Posts / Columns Height 10' Quantity 4 Price _____

On top of / Into DOWN! Post Inserts YES

Core Drill YES Quantity 4 Price _____

In Ground Holes 4 Quantity _____ Price _____

Steel YES Quantity _____ Price _____

NOTES:

No tails

Downspout: 2

Fan inserts: 2

1

A 50% deposit is required upon agreement and signing the contract. The balance is due upon completion.

Bid Price \$ 10,116.00 Tax \$ 869.98 Total Price \$ 10,985.98

Deposit \$ _____ Date Paid _____

Additional 4% processing fee for all credit and debit cards.
 Visa / Mastercard / Discover

Balance Due \$ _____ Date Paid _____

Expiration Date ____ / ____ / ____

Salesperson:

Buyer's Signature:



This is the type of awning minus the jutting ornamental wood. color will be dark brown with cream underside



The structure span from A to B. It will come out as far as the patio railing. It will be constructed at the same height as the remnants of the old awning. Those remnants will be removed.



Awning will cover this area
and help bring out the beautiful
aesthetic of the metal work on the
railing





The Emerald of Siam
RESTAURANT
AUTHENTIC THAI CUISINE



DESSERTS
Kelly
ALEXANDER



2017 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the 21st day of March, 2017, is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **DAMI Enterprises, LLC**, a Washington limited liability corporation (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per written agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for façade improvements at 2000 Logston Boulevard, Suite 126 (hereafter “project”).
3. City Responsibilities. The City shall provide the Grantee, from the City’s Commercial Improvement Program, up to three thousand dollars (\$3,000) from 2017 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
4. Grantee’s Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - g. Grantee agrees to be in good financial standing with the City.
 - h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;

- 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
- 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
- 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
- 20% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fifth year following the improvement.

III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be March 21, 2017. This Agreement expires December 31, 2017. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
 Redevelopment Project Manager
 505 Swift Blvd. MS-19
 Richland, Washington 99352
 Phone: 509-942-7595
 Email: mthomas@ci.richland.wa.us

For Grantee:
 DAMI Enterprises, LLC
 Dashia Hopp
 2000 Logston Boulevard, Suite 126
 Richland, WA 99354
 Phone: 509-430-5828
 Email: bombinggrangebrew@gmail.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

[Signature Page to Follow]

CITY OF RICHLAND:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

Dashia Hopp
Owner

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2017 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the 21st day of March, 2017, is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **MORAKOT, Inc.**, a Washington corporation (hereafter "Grantee").

I. RECITALS

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.388, the purpose of the Commercial Improvement Program ("Program") is to encourage and enhance economic development and to reduce blight in the City; and

WHEREAS, the Program is funded annually as determined by the process set forth in RMC 5.04.386; and

WHEREAS, use of the funds shall be designated for improvement of commercial areas or properties that exhibit pre-blight conditions as identified by the Economic Development Committee, and for public investment to facilitate private economic development and to limit or eliminate blight; and

WHEREAS, participation in the Program shall be secured by agreement, and pursuant to such agreement, the City shall obtain an ownership interest in the facilities and improvements funded under the Program; and

WHEREAS, the City's interest in facilities and improvements will be amortized and reduced at the rate of twenty percent (20%) per year for each of five (5) years after the construction or installation of the facility or improvement; and

WHEREAS, consideration in support of an Agreement under the Program includes, but is not limited to the anticipated increase in sales tax received by the City, and the avoidance of public expenditure on blighted areas; and

WHEREAS, Program facilities and improvements shall be permanent in nature, within view of a public right-of-way or property, and shall be maintained in good, clean, working condition by the private party for no fewer than five (5) years as provided per written agreement between the parties; and

WHEREAS, the Economic Development Committee recommends approval of the grant monies to the Grantee identified herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and consideration contained herein, the parties agree as follows:

II. AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement by reference.
2. Purpose. Monies granted under this Agreement shall be used for façade improvements at 1314 Jadwin Avenue (hereafter “project”).
3. City Responsibilities. The City shall provide the Grantee, from the City’s Commercial Improvement Program, up to ten thousand dollars (\$10,000) from 2017 funds to defray costs incurred by the project. The total amount to be provided under this Agreement shall not exceed fifty percent (50%) of the actual project cost.
4. Grantee’s Responsibilities.
 - a. Grantee agrees to utilize, in a prudent and responsible manner, all monies made available by the City under this Agreement solely for the purpose of costs incurred directly in completing the approved project.
 - b. Grantee shall abide by all city, state, and federal laws and regulations. Grantee is responsible for obtaining all necessary permits and permissions.
 - c. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - d. Grantee shall submit paid invoice receipts from the approved project before the City reimburses the approved funds.
 - e. Should Grantee use the funds for purposes not specified in this agreement, Grantee shall, within 30 days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - f. Should Grantee fail to meet the terms of this program and this Agreement, Grantee shall be disqualified from future participation in this program and any similar programs offered by the City.
 - g. Grantee agrees to be in good financial standing with the City.
 - h. Grantee shall maintain the improvements in good condition for a minimum of five (5) years. If the improvements are not maintained as provided herein, Grantee shall refund the grant monies to the City as follows:
 - 100% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the first year following the improvement;

- 80% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the second year following the improvement;
- 60% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the third year following the improvement;
- 40% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fourth year following the improvement;
- 20% of the granted funds shall be returned to the City if the improvements are removed or are inadequately maintained during the fifth year following the improvement.

III. Miscellaneous Provisions

1. Term of Agreement. The effective date of this Agreement shall be March 21, 2017. This Agreement expires December 31, 2017. Funds authorized under this Agreement that remain unexpended on the expiration date of this Agreement shall no longer be available.
2. Conflict of Interest. No officer, employee, or agent of the City or Grantee who exercises any function or responsibilities in connection with planning or implementing this Agreement, except as relates to their compensation as an employee or officer of the City or Grantee, shall have any personal financial interest, direct or indirect in this Agreement, and Awardee will take appropriate steps to assure compliance.
3. Termination. This Agreement may be terminated by mutual agreement of the parties or by thirty (30) days' written notice by either party to the other.
4. Notice. The Redevelopment Project Manager for the City of Richland shall be the contracting officer who shall act for the City under this Agreement. All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested. The parties may, upon mutual agreement, determine to accept notice via email.

For the City of Richland:
 Redevelopment Project Manager
 505 Swift Blvd. MS-19
 Richland, Washington 99352
 Phone: 509-942-7595
 Email: mthomas@ci.richland.wa.us

For Grantee:
 MORAKOT, Inc.
 William Quinn & Dara Quinn
 1314 Jadwin Avenue
 Richland, WA 99354
 Phone: 509-947-3479
 Email: sakiamusic@hotmail.com

5. Governing Law/Forum Selection. Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Participant expressly agrees to submit to personal jurisdiction in Benton County Superior Court.
6. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from the existence of this Agreement, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person.
7. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
8. Assignment. Participant shall not assign, convey or transfer this Agreement or any interest herein without the prior written consent of the City of Richland.
9. Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
10. Legal Action. In the event legal action is necessary to enforce any of the provisions of this Agreement, the parties agree that the prevailing party will be awarded its reasonable attorney's fees and costs in action.
11. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

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

[Signature Page to Follow]

CITY OF RICHLAND:

GRANTEE:

CYNTHIA D. REENTS, ICMA-CM
City Manager

William Quinn
President

ATTEST:

MARCIA HOPKINS
City Clerk

Dara Quinn
Vice-President, Secretary, Treasurer,
Chairman of the Board

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 52-17, Authorizing an Agreement with Huminsky's Heating and Cooling for Weatherwise Program Participation

Department:
Energy Services

Ordinance/Resolution Number:
52-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 52-17, authorizing the City Manager to sign and execute an agreement with Huminsky's Heating and Cooling for participation in the City's Weatherization Programs.

Summary:

City authorized contractors install energy conservation improvements for Richland electric customers under the Energy Services Department's energy efficiency Weatherwise Program. Typical energy efficiency improvements include heat pumps, replacement windows, appliances, and building insulation.

The agreement specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements. Huminsky's Heating and Cooling of Pasco, WA, has met all contractual requirements and, with approval, will be added as an authorized contractor for the City's Weatherwise Program.

Contractors seeking weatherization work in the City of Richland go through a uniform process to qualify. This process includes satisfactorily completing an application, meeting the licensing, insurance and bonding requirements, fee payment, Energy Services' weatherization program orientation, and introduction to energy efficiency staff. A one-time fee is intended to cover administrative costs. Contractors must maintain their licenses, bonding, and meet other program requirements in order to remain on the program list.

After approval by City Council, contractor names are placed on a reference list. Utility customers inquiring about qualified contractors are provided this list of approved contractors. Utility staff makes no recommendations to customers about one contractor compared to another.

Staff recommends approval of Resolution 52-17.

Fiscal Impact:

No fiscal impacts to the City.

Attachments:

1. Resolution No. 52-17
2. Proposed Agreement

RESOLUTION NO. 52-17

A RESOLUTION of the City of Richland authorizing the execution of a Weatherwise Contractor Agreement with Huminsky's Heating and Cooling for Weatherwise Program Participation.

WHEREAS, the City of Richland authorizes contractors to install energy conservation improvements for Richland electric customers under the energy efficiency Weatherwise Program; and

WHEREAS, the City specifies program procedures, minimum bonding and insurance requirements, electric heat and conservation improvement requirements, delisting procedures, and other program and regulatory requirements; and

WHEREAS, upon meeting all contractual requirements, and on the condition that licensing and bonding be maintained at all times during participation in the program, Huminsky's Heating and Cooling will be added as an authorized contractor for the City's Weatherwise Program; and

WHEREAS, the parties wish to memorialize the terms of their relationship.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Weatherwise Contractor Agreement with Huminsky's Heating and Cooling.

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



CITY-AUTHORIZED CONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2017, between the **City of Richland**, a municipal corporation and city of the first class located in Benton County, Washington, hereinafter referred to as the "City," and **Huminsky's Heating and Cooling**, hereinafter referred to as "Contractor."

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

I. Recitals

WHEREAS, the Community directly benefits from promoting energy efficiency within the City's utility service area; and

WHEREAS, effective October 1, 1994, the City entered into the Conservation Resource Acquisition Agreement with the Bonneville Power Administration (BPA) in order to acquire cost-effective conservation resources; and

WHEREAS, the Conservation Resource Acquisition Agreement was superseded by an Energy Conservation Agreement between the City and BPA, effective October 1, 2009, this agreement providing the current legal conditions by which the parties are pursuing cost-effective conservation resources; and

WHEREAS, upon contracting with BPA, the City's Residential Weatherwise Agreement became an extension of the master Conservation Resource Acquisition Agreement and its successor Energy Conservation Agreement; and

WHEREAS, the master Energy Conservation Agreement provides the City with the flexibility to determine the conservation program activities and incentive levels necessary to achieve conservation objectives; and

WHEREAS, conservation objectives are achieved through a three-party contracting effort between the City, a City-Authorized Contractor tasked with performing energy-efficient improvements, and the benefiting property owner;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained and the terms and conditions hereof, the parties agree as follows:

II. Agreement

1. Scope of Work - Contractor agrees to furnish all labor, materials, bonding, insurance, supervision and equipment required to install energy conservation measures available through the City's Weatherwise Service. All understandings related to this

scope of work shall be in writing. No verbal agreements between the benefiting property Owner ("Owner"), Contractor, and the City will supersede this Agreement.

2. Duration and Termination - The term of this Agreement shall be for one year from the above date, and shall automatically renew on the annual anniversary date each successive year. Either party may terminate this agreement without cause at any time upon thirty (30) days' written notice to the other party.
 - a. Contractor's failure to respond to any requests made by the City related to insurance requirements or bonding information shall result in immediate termination of this Agreement.
 - b. Contractor is obligated to satisfactorily and timely complete all projects that are in progress as of the date of termination of this Agreement.
3. Procedure - The City and Contractor share the responsibility to market and promote the City's Weatherwise Service.
 - a. The City shall market the Weatherwise Service, including City-Authorized Contractors, through utility billing inserts, radio and print advertising, and other appropriate media. In response to a request for a proposal that resulted from the City's marketing efforts, the Contractor shall promote the benefits of energy efficiency and participation in the City's Weatherwise Service to the Owner. The Contractor may also use its own client lists and sales leads to solicit participation in the Weatherwise Service.
 - b. The Contractor may market the Weatherwise Service and their status as a City-Authorized Contractor. All Contractor marketing and advertising that has any reference to the City's Weatherwise Service or their status as a City-Authorized Contractor shall be submitted to the Energy Services Director (ESD) or designee for advance written approval.
 - c. The Contractor's performance goal shall be to consistently obtain a sales amount equal to, or in excess of, the average Contractor Weatherwise Service sales amount. Achievement of the performance goal will be periodically monitored to determine, in the Energy Service Director's reasonable judgment, if the Contractor has achieved the performance goal. The Contractor shall be required to submit a marketing plan to achieve this goal at the time of execution of this Agreement. The marketing plan shall be subject to City review and acceptance.
 - d. No work will be authorized without the Owner's completion of the City's Weatherwise application, and the Contractor's completion of the City's proposal form. The Contractor and Owner share the responsibility to determine whether the building meets the City's Eligibility Criteria, and to indicate such on the Weatherwise proposal. The Contractor is responsible for identifying and informing the City and the Owner of all required actions that do not qualify for payment under the Weatherwise Service. The Contractor shall only propose

materials and equipment that are pre-approved by the City. Contractor shall not receive any payment under this Agreement until City approves final inspection and acceptance of the work performed.

4. Eligibility Criteria - In order to qualify, a home must have electric heating equipment that meets one of the City's Eligibility Criteria defined in the City's loan application. Further, Owners of residences must receive electric utility service from the City.
5. Energy Conservation Measure Availability - Homes must meet the City's energy conservation measure availability defined in the City's Weatherwise Loan Service Standard Terms and Conditions. The Contractor agrees to restrict its weatherization materials, products, and installation methods to those currently approved by the City.
6. Commencement - Once a signed Owner's Application and City proposal form are received, the City will schedule loan closing with the Owner. The City reserves the right to reject any proposal to perform work under this Agreement at the sole discretion of the City.
 - a. All changes that result in an increase in the bid price or increased scope of work after Notice to Proceed is issued must be approved in writing by the City and the Owner. Reductions in the scope of work and cost may be made, and the Weatherwise Statement may be revised, upon City installation acceptance without requiring a revision to the Loan Agreement.
 - b. Contractor shall not commence work on an Owner's residence until an authorized City representative has issued the Notice to Proceed based on the Owner's acceptance of the City's Application, Contractor's Proposal and City Loan Agreement. No new work may be issued to the Contractor by the City until all jobs which have been in progress for more than one-hundred and twenty (120) days have passed all required inspections. The Contractor's failure to complete all work and obtain City inspection and acceptance within one-hundred and twenty (120) days from the date of the City's Notice to Proceed enables the City and/or Owner to cancel the Loan Agreement without incurring Contractor cancellation costs.
 - c. The City may cancel the Loan Agreement for just cause, and shall not be responsible for any Owner or Contractor damages.
 - d. Prior to the commencement of work, the Owner may request to cancel the Loan Agreement. Such request to cancel shall be submitted to the City in writing. If the Loan Agreement is canceled by the Owner after the City has given notice to proceed to the Contractor, the Owner is responsible to pay any cancellation costs to the Contractor identified in the proposal.
7. Warranty - Contractor warrants that the work and materials furnished under this Agreement shall comply with accepted industry standards and the requirements

established by the City. These requirements are included in this Agreement by reference. The City may revise its requirements at any time based on one or more health or safety concerns. All other City requirements may be revised semi-annually.

- a. If any defect in the Contractor's workmanship or materials is discovered within two (2) years after the completion of any work, the Contractor shall expeditiously remedy, repair, correct, replace or cause to be remedied, repaired, or replaced at the Contractor's expense such defect in materials or workmanship.
 - b. Sealed insulated glass units and heat pumps shall be warranted against failure for a minimum period of five (5) years. Insulation shall be warranted against failure for a minimum of two (2) years. The Contractor shall provide to the City and the Owner a written warranty for the sealed insulated glass units, heat pumps, and insulation.
 - c. The foregoing warranties shall survive any inspection the City may elect to make.
8. Acceptance and Payment - Upon completion of the work, the Contractor will notify the City that the job is complete, and upon inspection approval by the City and acceptance by the Owner, Contractor may then invoice the City for the amount stated in the Notice to Proceed. The Contractor will be paid within thirty (30) days subsequent to City acceptance of the work and after an acceptable detailed invoice has been received by the City. The Contractor shall promptly pay all subcontractors or materials providers employed by the Contractor in connection with installations undertaken pursuant to this Agreement.
- a. All material and workmanship shall be subject to inspection, examination and testing by duly authorized agents of the City at any time during or after installation of materials. Such inspection will verify the home meets the relevant Eligibility Criteria, and that the energy conservation measures are available and meet all City material and installation requirements. The Owner and Contractor must be present at the time of inspection.
 - b. The City shall have the right to reject defective material and workmanship and/or require its correction without cost or expense to the City or the Owner. Contractor shall be given timely notice of the defect and a reasonable opportunity to cure. In the event the Contractor fails or refuses to correct any defect as set forth herein, the City may, at its option, deduct an equitable amount from any payment owing or to be owed to the Contractor, or take such other steps as it deems appropriate.
 - c. The City reserves the right to levy penalty charges for re-inspection due to work or materials failing previous inspection. Charges will be billed to the Contractor on a monthly basis. The City reserves the right to collect re-inspection penalty charges which are outstanding and past due by deducting the amount owing for re-inspection from subsequent payments owed to the Contractor for completed work.

- d. If the Contractor's work fails to pass on the third inspection, the City may, in consultation with the Owner, determine to correct the work and deduct the cost from the amount due the Contractor.
 - e. The Owner may submit a written complaint within five (5) business days of City inspection acceptance. If an Owner complaint is not received in writing within five business days of City inspection acceptance, the materials and their installation have been accepted by the Owner. If in the opinion of the Energy Services Director a reasonable written complaint is received within this period the City may withhold payment to the Contractor. The Contractor must resolve reasonable Owner written complaints within five business days of receipt. If the Owner and Contractor cannot resolve the complaint within ten business days of City inspection acceptance, the Contractor agrees to relieve the City from all responsibilities including payment under this Agreement.
9. Indemnification/Hold Harmless - The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.
10. Waiver of Liens - Contractor understands that the City does not wish construction liens or materialmen's liens to be placed upon the property of participating Owners as a result of any services or materials provided by Contractor pursuant to the City's Weatherwise Service. Therefore, Contractor hereby waives any common law or statutory right it may have to any construction, materialmen, or other lien against such property, and agrees that it will not file, nor by failure to pay any materialmen or subcontractor, cause any other person to file a construction, materialmen, or other lien against the real property owned by participating Owners.
- a. If Contractor does file, or permits to be filed, or by its failure to pay lawful obligations causes to be filed any such lien in contravention of this Agreement, without City approval, the City, without prejudice to any other rights it may have, may take such action it deems necessary or advisable so as to remove any such lien, and Contractor shall reimburse the City for all expenses, including attorney's

fees, incurred by the City in resolving the issue of the lien and obtaining or attempting to release the lien.

- b. Advance City permission to file such liens may be obtained on a case by case basis under certain conditions. A contractor's request to file such liens shall be made in writing to the Energy Services Director. The request shall identify a justifiable reason for the lien.

11. Liability Insurance -

- a. *Duty to Obtain*: The Contractor 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 Contractor, their agents, representatives, employees or subcontractors.
- b. *No Limitation*: Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. *Minimum Scope of Insurance*: Contractor shall obtain insurance of the types described below:
 - i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, contractors pollution liability, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- d. *Minimum Amounts of Insurance*: Contractor shall maintain the following insurance limits:
 - i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.
- e. *Other Insurance Provision*: The Contractor'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 insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
- f. *Acceptability of Insurers*: Companies writing the insurance to be obtained under this Agreement shall be licensed to do business under Chapter 48 RCW. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII, and the ratings shall be indicated on the insurance certificates.
- g. *Verification of Coverage*: Prior to commencement of work, Contractor 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 Contractor.
- h. *Subcontractors*: The Contractor shall be solely responsible for determining the insurance coverage and limits required, if any, to be obtained by all subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- 12. Bonding - In accordance with the Revised Code of Washington (RCW) 39.08 and (where applicable) RCW 60.28, Contractor shall provide the City with a payment bond and a performance bond covering all work performed under this Agreement, in an amount of not less than \$10,000. Each bond shall be executed on the forms provided by the City, and must be issued by a company registered to do business in the State of Washington.
- 13. Certifications and Permits - The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules and regulations, and certification requirements, and shall procure and pay for all necessary municipal or other governmental permits, licenses and inspections.

- a. Heat Pump contractors shall employ a minimum of one Refrigeration Service Engineer's Society (R.S.E.S.) certified employee to maintain its status as a City-Authorized Heat Pump Contractor.
 - b. All Contractors shall request an in-progress inspection from the Energy Services Business Services Division for construction work that may become concealed (e.g., closed-blows and advanced air-sealing).
 - c. Copies of all required permits and certifications, including, but not limited to a City building permit, State electrical permit, Air Pollution Control Authority asbestos abatement permit, and insulation certification shall be attached to the invoice for each completed job.
 - d. In the event the Energy Services Business Services Division inspector does not complete both inspections on behalf of the City, the Contractor will be required to request an inspection from both the City's Building Inspection Division and Business Services Division for all work performed under this Agreement.
14. Subcontractors - The Contractor is solely responsible for identifying and hiring a competent subcontractor to perform subcontracted work. Contractor shall be fully responsible to the City and Owner for acts or omissions of any subcontractor performing any portion of the work under this Agreement, or any person directly or indirectly employed by the Contractor, and nothing contained herein shall create any contractual relationship between subcontractors and the City. Contractor is responsible for ensuring all subcontractors' compliance with the terms of this Agreement, and for immediately addressing issues raised by the City regarding subcontractor performance.
15. Kickbacks - Kickbacks, rebates, price reductions or inducements for participation or non-participation or other non-service benefits from the Contractor to an Owner are strictly prohibited, and such acts may be subject to prosecution or civil action under federal law. Bid rigging or bid collusion may subject the parties to triple damages under federal law in addition to any other penalties prescribed by law.
16. Clean-up - Contractor shall at all times keep Owner's premises and work areas free from accumulation of waste materials or rubbish, and prior to completion of work, remove any rubbish from the premises, including but not limited to tools, scaffolding, equipment, and materials. Upon completion of work, Contractor shall leave the premises in a condition satisfactory to the City and the Owner. In the event the Contractor fails to comply with any of the foregoing in a prompt and workmanlike manner after reasonable notice, the City may, after such notice, perform the clean-up work and removal at the expense of the Contractor. Expenses associated with the City's clean-up and removal of waste and/or materials on the Contractor's behalf shall be deducted from any balance owing to Contractor for completed work before final payment is made.

17. Independent Contractor - Contractor is an independent contractor. This is no partnership, agency, or employment of contractor relationship between Contractor or any of the Contractor's employees and the City. The parties expressly understand and agree that the equipment used, and the personnel employed by Contractor in performing the work contemplated by this Agreement shall at all times be under the sole and exclusive control of the Contractor. The Contractor shall not create any obligation or assume any responsibility for the City, nor shall the Contractor attempt to bind the City in any way whatsoever; nor shall Contractor represent in any manner that he or she is an agent of the City or associated or affiliated with the City in any capacity other than as an independent contractor. The parties' express intent is that no vicarious liability be created by the contractual relationship between Contractor and the City.
18. Assignment - Contractor shall not assign or transfer any right, title or interest under the terms of this Agreement without the prior written approval of the City.
19. Survival - The provisions covering Warranty, Waiver of Liens and Indemnification shall survive termination, cancellation, or expiration of this Agreement.
20. City-Authorized Contractor List - The City Authorized Contractor List will be posted on the City's website at www.ci.richland.wa.us/EnergyServices as an alphabetized list of authorized contractors.
21. Violations – The following procedure shall be followed for all perceived violations of this Agreement:
 - a. If the City has reason to believe that Contractor is in violation of this Agreement, the Energy Services Director shall promptly notify Contractor in writing of the violation. The written notice shall set forth the nature of the alleged violation and identify the desired remedy.
 - b. Contractor shall respond in writing within thirty (30) days of receipt of such notice. Contractor's response shall either be: 1) an indication and explanation that the violation has been cured, along with any supporting documentation to evidence the cure; or 2) a written cure plan that satisfies the Energy Services Director; or 3) an explanation that refutes the alleged violation with documentation to support Contractor's position that the alleged violation did not occur.
 - c. If, after review, the Energy Services Director agrees that no violation occurred, no further action is necessary. However, if, after review, the Energy Services Director determines in his reasonable judgment that the violation has not been cured within the time allowed, and no satisfactory cure plan has been presented and approved, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.

- d. If the nature of the violation is such that it cannot be fully cured within thirty (30) days due to circumstances beyond Contractor's control, the period of time in which Contractor must cure the violation may be extended in writing by the Energy Services Director for such additional time as is reasonably necessary to complete the cure, provided that: 1) Contractor shall have promptly commenced the cure; and 2) in the Energy Services Director's reasonable judgment, Contractor is diligently pursuing its efforts to cure the violation. If, in the Energy Services Director's reasonable judgment, the violation has not been cured within the extended time allowed, Contractor may be removed from the City-Authorized Contractor list, and City may take any action authorized by law or equity to enforce the terms of this Agreement.
 - e. In the event a Contractor's name is removed from the City-Authorized Contractor list, Contractor may request to be reinstated on the list by curing violation(s) of this Agreement or providing a cure plan that satisfies the Energy Services Director.
 - f. The Energy Services Director may authorize a Contractor who has been voluntarily or involuntarily removed from the City-Authorized Contractor list to complete work under the Weatherwise Service. Such authorization would permit the Contractor to serve owners, but the Contractor would not enjoy the benefits of being listed as a City-Authorized Contractor.
22. Amendments - All amendments to this Agreement, except as identified herein, shall be in writing and signed by both parties. The Weatherwise Material & Installation Specifications, the Eligibility Criteria definitions, and the definitions of Energy Conservation Measure Availability are incorporated by reference into this Agreement, and may be periodically amended by the City in its sole discretion. When written changes to referenced documents are issued by an authorized City representative, the amendments shall automatically become effective and incorporated into this Agreement.
23. Asbestos Notice to Contractors - Notice is hereby given that there is a strong possibility that many heating, ventilation, and air conditioning systems and pre-fabricated, pre-cut, government-built and other buildings located within the City of Richland contain asbestos. Contractors are solely responsible for taking proper precautions to protect their employees, the benefiting property Owners, and their tenants from the release of asbestos fibers into the environment. Contractor shall immediately notify the City if any area of a structure has had any asbestos removed by other than an EPA-approved procedure documented in writing by an EPA-certified contractor. Any structure that is known or suspected to have had asbestos removed shall be considered as contaminated until decontamination has been performed and certified, and all written documentation has been accepted by the City. Decontamination and all other types of asbestos abatement are costs borne by the Owner. The Contractor is responsible for determining and documenting on the City's proposal form whether the scope of work will affect or disturb asbestos.

24. Covenant Not to Compete/Conflict of Interest - For a period of two (2) years following the completion of City service by a City employee, the City shall not transact business or interface with any former City employee who has been directly concerned or who personally participated in the activities which form the subject of this Agreement while they were employed by the City of Richland. The City shall have the right to request replacement of the former City employee by another company employee who does not have this conflict of interest. The City retains the right to terminate this Agreement should the Contractor not comply with the request.
25. Americans with Disabilities Act - The City of Richland adheres to and promotes the requirements of the federally-legislated Americans with Disabilities Act of 1990. By signing this Agreement, the Contractor certifies and agrees that they will adhere to and promote the requirements of the Americans with Disabilities Act. The Contractor will assure that a similar statement to this certification will become a part of all agreements with any subcontractor with whom they contract.
26. Notices - All notices required to be given to Contractor or City under this Agreement shall be in writing and shall be deemed served when delivered by hand or by Federal Express or similar service during normal business hours; or when mailed via certified mail, return receipt requested. They parties may, upon mutual agreement, determine to accept notice via email.

Notices shall be given to the following:

For the City of Richland:
 Bob Hammond
 Energy Services Director
 City of Richland
 Mailing: 505 Swift Blvd. MS-21
 Physical: 840 Northgate
 Richland, WA 99352

For the Contractor:
 Jordan Huminsky
 Huminsky's Heating & Cooling
 3921 W. Park Street
 Pasco, WA 99301
 Business Phone: 509/302-7363
 Business Fax: _____
 Contact Email:
 JHuminsky@msn.com

27. Severability - If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
28. Governing Law/Forum Selection - Unless otherwise controlled by federal law, the interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. The parties agree that Benton County is the appropriate venue for filing of any civil action arising out of this Agreement. Contractor expressly agrees to submit to personal jurisdiction in Benton County Superior Court.

29. Legal Action - The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the prevailing party will be awarded its reasonable attorney's fees and costs in action.

IN WITNESS WHEREOF, the Contractor has obtained all certificates, bonds, licenses, certifications and insurance in compliance with this Agreement, and the parties have entered into the City-Authorized Contractor Agreement as of the day and year written below.

CITY OF RICHLAND, WASHINGTON

HUMINSKY'S HEATING & COOLING

Cynthia D. Reents, ICMA-CM Date
City Manager

Authorized Representative Date

Printed Name

ATTEST:

Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

Heather Kintzley
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harvey Insurance Agency 3825 W Court Pasco WA 99301	CONTACT NAME: Jeremy Gray PHONE (A/C, No, Ext): (509) 543-9744 FAX (A/C, No): (509) 543-9564 E-MAIL ADDRESS: jeremy@harveyinsurance.com
INSURED Huminsky's Heating & Air 3921 W Park St Pasco WA 99301-	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WAD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
A	AUTOMOBILE LIABILITY ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BAS57620461	10/26/2016	10/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

No holders

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PRODUCER Phone (509) 783-8105 Fax 509-735-3512
MULVIHILL INSURANCE SERVICES
 11 NORTH MORAIN
 KENNEWICK WA 99336

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

JORDAN LANCE HUMINSKY
DBA HUMINSKYS HEATING AND COOLING
 3921 W PARK
 PASCO WA 99301

INSURER A: Western National Assurance Company

24465

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	YES	GENERAL LIABILITY	CPP1009772	04/22/16	04/22/17	EACH OCCURRENCE	\$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		☐ CLAIMS MADE ☒ OCCUR				MED. EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER					
		POLICY ☒ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		☐ HIRED AUTOS					
		☐ NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$
							\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE-EA EMPLOYEE	\$
						E L DISEASE-POLICY LIMIT	\$
		OTHER:					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

RE: WEATHERWISE SERVICE

CITY OF RICHLAND IS ADDITIONAL INSURED, PER WORDING ON ATTACHED ENDORSMENT WNGL50 (07/15), IN REPSECTS TO THE NAMED INSURED OPERATIONS FOR THE CERTIFICATE HOLDER. PER PROJECT AGGREGATE APPLIES PER WORDING ON ATTACHED ENDORSEMENT CGT2503 (05/09).

CERTIFICATE HOLDER

CANCELLATION

CITY OF RICHLAND
ENERGY SERVICES DEPARTMENT
 840 NORTHGATE DRIVE
 RICHLAND, WA 99352

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Attention:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
CITY OF RICHLAND ENERGY SERVICES DEPARTMENT 840 NORTHGATE DRIVE RICHLAND, WA 99352	WEATHERWISE SERVICES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
COVERAGE APPLIES TO
CERTIFICATES OF INSURANCE
REFERENCING FORM CG2503(05-09)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

WEATHERWISE PERFORMANCE BOND
to City of Richland, Washington
Bond No. 36826

The City of Richland, Washington, (City) has awarded to JORDAN L HUMINSKY DBA HUMINSKYS HEATING & COOLING (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a bond for performance of all obligations under the Agreement and in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and Western National Mutual Insurance Company (Surety), a corporation, organized under the laws of the State of Minnesota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory performance bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Agreement and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Agreement that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work by the City to the Principal under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect its obligation on this bond. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed. This performance bond shall not be cancelled or changed until at least thirty (30) days after prior written notice has been given to the City.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL Huminskys Heating & Cooling

Jordan L. Huminsky
Principal Signature _____ Date _____

Jordan L. Huminsky
Printed Name _____

Owner
Title _____

SURETY Western National Mutual Insurance Company

Tammy A. Derting
Surety Signature _____ Date 2-21-17

Tammy A. Derting
Printed Name _____

Attorney in Fact
Title _____



Name, address, and telephone of local office/agent of Surety Company is:

MULVIHILL INS SVCS

11 N. Morain / PO Box Q

Phone No. (509) 783-8105

Kennewick, WA 99336

Approved as to form:

Signature: _____

_____ Date

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Tammy A. Derting MULVIHILL INS SVCS

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Ten Thousand Dollars (\$10,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



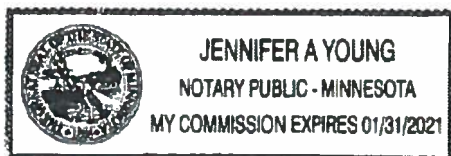
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN on 02/21/2017

WEATHERWISE PAYMENT BOND
to City of Richland, Washington
Bond No. 36826

The City of Richland, Washington, (City) has awarded to JORDAN L. HUMINSKY DBA HUMINSKYS HEATING & COOLING (Principal), a City Authorized Contractor Agreement (Agreement) providing for the installation of approved materials under the City's Weatherwise Service, which Agreement is on file at the Richland Energy Services offices and by this reference made a part hereof. Said Principal is required under the terms of that Agreement to furnish a payment bond in accordance with Title 39.08 Revised Code of Washington (RCW).

The Principal, and Western National Mutual Insurance Company (Surety), a corporation organized under the laws of the State of Minnesota and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of Ten Thousand US Dollars (\$10,000.00), subject to the provisions herein.

This statutory payment bond shall become null and void if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no assignment of work to the Principal by the City under the terms of the Agreement, nor any change, extension of time, alteration or addition to the terms of the Agreement, the specifications accompanying the Agreement, or to the work to be performed under the Agreement, shall in any way affect the Surety's obligation on this bond. The Surety waives notice of any assignment of work, change, extension of time, alteration or addition to the terms of the Agreement or the work performed. This payment bond shall not be cancelled or changed until at least thirty (30) days after prior written notice has been given to the City.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully-executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL Huminskys Heating & Cooling

Jordan L. Huminsky
Principal Signature _____ Date _____

Jordan L. Huminsky
Printed Name _____

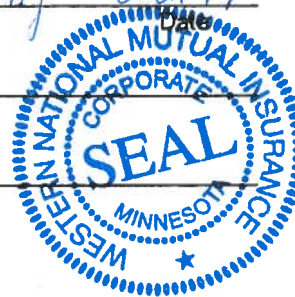
Owner
Title _____

SURETY Western National Mutual Insurance Company

Tammy A. Derting 2-21-17
Surety Signature _____ Date _____

Tammy A. Derting
Printed Name _____

Attorney in Fact
Title _____



Name, address, and telephone of local office/agent of Surety Company:

MULVIHILL INS SVCS

11 N Morain St. / PO Box Q

Phone No. (509) 783-8105

Kennewick, WA 99336

Approved as to form:

Signature: _____

_____ Date

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Tammy A. Derting MULVIHILL INS SVCS

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Ten Thousand Dollars (\$10,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

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- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
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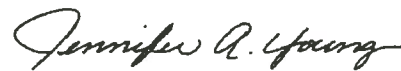
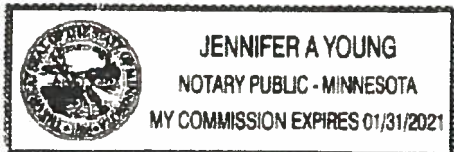
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2021

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Jennifer A. Young, Assistant Secretary



Signed and sealed at the City of Edina, MN on 02/21/2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 53-17, Award of Bid and Execution of a Construction Contract to Sierra Electric, Inc. for \$533,839.75 for the Construction of a Fiber Optic Extension in the Horn Rapids Business and Industrial Parks

Department:

Assistant City Manager

Ordinance/Resolution Number:

53-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 53-17, authorizing the City Manager to sign and execute an agreement with Sierra Electric, Inc. for the construction of a fiber optic extension in the Horn Rapids Business and Industrial Parks.

Summary:

The City of Richland has strategically invested in broadband infrastructure over the past several years, including the replacement of the I-NET in 2013. One of the stated purposes in replacing the I-NET infrastructure was to provide greater access to high-speed broadband for economic development purposes.

With the completion of the first phase of the broadband plan, the City can take advantage of that core backbone and provide extensions to areas that are primed for economic growth. Furthermore, the City has received multiple requests from businesses located in the Horn Rapids Business and Industrial Parks for access to broadband.

The Horn Rapids Business and Industrial Parks are located within the local revitalization area known as the Revitalization Area for Industrial, Science, and Education. This allows the City to utilize the bond proceeds set aside for public infrastructure improvements to extend the broadband capacity in the area.

The implementation of a modern broadband backbone in the Horn Rapids Business and Industrial parks puts the City at an advantage when promoting itself to prospective companies and specialized industry. Broadband serves not only large industrial uses such as manufacturing and food processing, but is also a benefit to small business. Broadband is becoming more essential to not only the daily function of a municipality, but to the overall local economy as well.

The City's Information Technology and Purchasing Divisions competitively bid this project with Invitation to Bid #17-0010, with an engineer's estimate between \$581,776 and \$673,636. The City received six bids, with Sierra Electric, Inc. being the lowest responsible bidder. Staff recommends approval.

Fiscal Impact:

This project is budgeted for in the Local Revitalization Fund bond proceeds. The contract award to Sierra Electric is for \$533,839.75, with a contingency of \$53,000 for a total project budget of \$586,839.75

Attachments:

1. Resolution No. 53-17
2. Invitation to Bid 17-0010
3. Bid Tab
4. Map

RESOLUTION NO. 53-17

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Sierra Electric, Inc. for the construction of a fiber optic extension in the Horn Rapids Business and Industrial Parks.

WHEREAS, the Revitalization Area for Industrial, Science, and Education (RAISE) was established pursuant to Ordinance No. 28-09 for the purpose of financing infrastructure improvements within a designated area; and

WHEREAS, the City of Richland issued bonds in the amount of \$11 million dollars for public infrastructure improvements in the RAISE for the purposes of economic development; and

WHEREAS, investing in broadband infrastructure in the Horn Rapids Business and Industrial Parks will serve a variety of users including small businesses, manufacturing, and food processing; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening six (6) bids on February 13, 2017; and

WHEREAS, Sierra Electric, Inc. submitted the lowest responsible bid of the six (6) received; and

WHEREAS, it is in the City's best interest to complete the project in accordance with the project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract award to Sierra Electric, Inc. in the amount of \$533,839.75, and to execute change orders up to the amount of \$53,000 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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



City of Richland

CONTRACT DOCUMENTS

Fiber Optic Backbone Extension Horn Rapids Business and Industrial Parks Bid # 17-0010

Bids Due: February 15, 2017, 2:00 PM Pacific Local Time

City of Richland, Washington

Date of Specifications: November 2016

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VALVE BOX	

**CITY OF RICHLAND, WASHINGTON
CALL FOR BIDS**

1. Project:

ITB 17-0010, Fiber Optic Backbone Extension – Horn Rapids Business and Industrial Parks

2. Bids Due:

February 15, 2017 at 2:00 pm, Exactly, Pacific Local Time

3. Bid Submittal:

Sealed bids will be received for the above-referenced project by the City of Richland, Purchasing Division, at City Shops, Building 100, 2700 Duportail Street, Richland, Washington 99352.

Bids must be received by the City on the date, hour and location shown above, unless changed by addendum. Bids will then be publicly opened and read aloud. Bids received after the specified date and hour will not be accepted or considered.

4. Project Description:

This project includes providing dark fiber access to the Horn Rapids Business and Industrial Parks from the City of Richland's fiber optic backbone. Using the City's existing vaults, conduits, power poles and fiber the awarded Contractor will install additional vaults and conduit to provide a complete pathway in which additional fiber will be pulled and spliced.

5. Engineer's Estimate:

The range of the Engineer's Estimate for the project is between \$581,776 and \$673,636.

6. Pre-Bid Meeting:

A Pre-Bid Meeting will be held starting at 9:00 am on February 1, 2017 at the City of Richland Shops, 2700 Duportail Street, Bldg. 100, Richland, WA 99352 in Conference Room 110. The Pre-Bid Meeting is not mandatory, however potential Bidders are strongly encouraged to attend.

7. Bid Documents:

Bidders may obtain or access plans, specifications and addenda for this project through the City of Richland's official source:

A. Obtain Bid Documents – Official Website Location:

Bid documents can be found on the City of Richland designated website with PublicPurchase.com
[Public Purchase - City of Richland](#)

To view or download, potential Bidders must first be registered with Public Purchase. *There is no charge to register, receive notifications or view and download City of Richland documents from Public Purchase.* Click [here](#) for instructions on how to register with PublicPurchase.com.

A two-step process for registration is required. Register as early as possible as the registration process may take some time to complete.

If you have any questions on how to register or download documents, contact vendor support at www.publicpurchase.com through Live Chat in the upper left corner of the webpage or email support@publicpurchase.com. Public Purchase staff is available Monday – Friday, 8 am to 5 pm *Central Time.*

B. Obtain Bid Documents – Other Than From The Official Website Location:

Prospective bidders who do not obtain bid documents directly from the City of Richland's designated website at PublicPurchase.com should register receipt of the bid documents through the Public Purchase website.

By registering, the prospective bidder will be placed on the City's notification list for any forthcoming addendum or other official communications. Click here for instructions on how to register with Public Purchase.

Failure to register as a prospective proposer may cause a Bid to be rejected as non-responsive if the bidder has submitted a Bid without acknowledgment of issued addenda or if the bidder fails to submit revised required documents.

8. Bid Bond Required:

Bidder shall submit with its bid either a surety company bid bond on a form provided by the City, or a cashier's or certified check payable to the order of the City of Richland, in an amount not less than five percent (5%) of the total amount of the Bid. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive. No bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 60 days from the bid submission deadline.

9. Questions:

Last day to submit questions is Wednesday, February 9, 2017 at 3:00 pm, Pacific Local Time. Questions regarding this bid shall be submitted in writing to the following individuals. Questions via telephone or in person will not be addressed.

Buyer: Barb Raney, purchasing@ci.richland.wa.us

Alternate Buyer: Cathy Robinson, purchasing@ci.richland.wa.us

At its sole discretion, the City of Richland reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Cathy Robinson, CPPO, CPPB
Purchasing Manager
City of Richland

Date(s) of Publication: Tri-City Herald, Sunday, January 22, 2017
Seattle Daily Journal of Commerce, Monday, January 23, 2017

INSTRUCTION TO BIDDERS

1. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

A. Examination of Site and Requirements:

Bidder acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, that it has carefully examined the Bid Documents and the work site, and that it has investigated and satisfied itself as to all general and local conditions, and with all applicable Federal, State, Benton County, and City of Richland laws, ordinances, rules, and regulations that may in any manner affect the performance of the Work or its cost.

B. Surface and Subsurface Conditions:

Bidder acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by City of Richland (herein after known as Owner), as well as from the drawings and specifications made a part of the Bid Documents. Bidder also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Bid Documents, made such additional surveys and soil investigations as it deems necessary for the performance of the Work at the Total Bid amount, in accordance with the requirements of the Bid Documents, and that it has correlated the results of all such data with the requirements of the Bid Documents.

C. Conditions at the Project Site:

Bidder acknowledges that adjoining areas will be conducting normal operations during the work. Bidder should anticipate pedestrian and traffic congestion, limited parking, and the requirement that the work be coordinated with ongoing operations.

D. Bidder Acknowledgement:

Bidder acknowledges that its bid is based upon a schedule and assumptions which incorporate these conditions.

E. Questions and Addenda:

Owner assumes no responsibility for any conclusions or interpretations made by Bidder based on the information made available by Owner. Should a Bidder find conflicts, errors, discrepancies, or omissions in the Drawings or Specifications, or should Bidder be in doubt as to their meaning or interpretation, Bidder shall at once notify the Owner in writing. At the Owner's discretion, questions received less than five (5) calendar days before the bid submission deadline may not be answered. If appropriate, Owner will send explanations, interpretations, or modifications to all bidders by written addenda. Oral explanations and interpretations by the Owner shall not be binding. All addenda issued shall be incorporated into the Contract Documents.

2. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

A. Complete Bid Form:

The name, address, Washington State Contractor's registration number of Bidder, and other information required shall be typed or printed on the Bid Form in the spaces provided. The Bidder's business name must match the name on the bid guaranty.

B. Use Bid Form:

Bidders must submit bids on the Bid Form (or photocopy of the Bid Form) provided by the Owner.

C. Fill in Blanks:

All blank spaces on the Bid Form must be filled in by the Bidder. Bidder must submit a bid amount for all Alternates, Additives, Deductives, unit prices, and other prices indicated on the Bid Form. When bidding on items for which there is no charge, Bidder shall write the words "No Charge,"

"zero," or "0.00" in the space provided on the Bid Form. If a Bidder fails to submit a bid price for any item, notes "no bid" or similar language for any item, or does not fill in all blank spaces on the Bid Form, the bid may be rejected as non-responsive.

D. Sign Bid Form:

The Bidder shall manually sign the Bid Form in ink by an authorized representative of the Bidder.

E. Initial Corrections:

Any correction to entries made on the Bid Form shall be initialed by the person signing the Bid Form.

F. Subcontractors List:

If this project is estimated to cost \$1 million or more, the Owner has included a Subcontractors List form as part of the Bid Documents, and the Bidder shall complete and submit the Subcontractors List form within one hour of the bid submission deadline, indicating the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive. Failure of the Bidder to submit as part of the bid the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder. The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Request for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Subcontractors List."

G. Acknowledge Addenda:

Bidders shall acknowledge receipt of all addenda by identifying the addendum number in the space provided on the Bid Form.

3. BID PRICES

A. Estimated Quantities:

Any quantities on the Bid Form are estimates and are stated for bid comparison purposes. The Owner does not warrant expressly or by implication that the actual quantities of work will correspond with the estimated quantities. The Owner will pay the Contractor based on actual quantities of each item of work completed in accordance with the Contract Documents.

B. Filing Fees:

Applicable state laws concerning prevailing wages, hours, workers' compensation and other conditions of employment are called to the attention of Bidders for their compliance. Bidder shall include in the bid any filing fees required to comply with applicable labor laws.

C. Sales Tax:

The bid shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, except as noted below:

1. Retail sales tax upon sales and rentals to prime contractors and subcontractors of tools, equipment, and material primarily for use by the Contractor rather than for resale as a component part of the finished structure, shall be included in the bid price. A proportionate amount of State sales tax will be added to each progress payment, collected from Owner, and paid to the State by Contractor.

2. WAC 458-20-171 and its related rules apply to building, repairing, or improving streets, roads, etc. that are used primarily for foot or vehicular traffic. For Work performed in such cases, the Bidder shall include Washington State retail sales taxes in the various Bid item prices and other bid amounts, including those that the Contractor pays on the purchase of materials, equipment, and supplies used or consumed in doing the Work.

D. Bid Allowances:

Bidder shall include in the bid all allowances provided on the Bid Form or elsewhere in the Bid Documents. Owner will pay the difference if the actual cost exceeds the allowance.

E. Trench Safety System Bid:

If this project will involve trench excavation in excess of a depth of four feet, Bidder must include a lump sum dollar amount in the space indicated on the Bid Form for the cost of the trench safety systems for the trench excavation. The costs of trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited. Identification of this amount is an acknowledgment that the Bidder has considered proper safety provisions in the bid amount but does not relieve the Bidder of responsibility for full compliance with all laws and statutes regardless of their actual cost. A bid that identifies the cost of the trench safety systems as "N/A," "zero," or "0.00" shall be declared non-responsive.

F. Insurance and Bonds:

Bidder shall include in its bid the cost of all insurance and bond costs required by the Contract Documents to complete the base bid work and all additives and alternates.

4. SPECIFIED PRODUCTS

A. Bid Products Identified:

Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.

B. Substitution Requests:

Requests for approval of equals or substitutions must be made in writing and received by the Owner at least 10 days prior to the bid submission deadline. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all Bidders.

5. BID BOND

A. Form and Amount:

Bidder shall submit with its bid either a surety company bid bond on the form provided by the Owner and included in the Contract Documents, or a cashier's or certified check payable to the order of the City of Richland, in an amount not less than five percent (5%) of the total amount of the Bid that could be awarded including sales tax and any Additives and Alternates. Bids not accompanied by an appropriate bid guaranty may be rejected as non-responsive.

B. Bids Valid:

The award of a contract, if it be awarded, shall be made within 60 calendar days after the bid submission deadline. No Bidder may withdraw its bid after the bid submission deadline, unless the award of the contract is delayed for a period exceeding 60 days from the bid submission deadline. The Owner reserves the right, for a period of 60 calendar days following the bid submittal deadline, to initiate or rescind acceptance of any Alternate or Additive Bid in the amounts bid on the Bid Form.

C. Holding Bid Bonds:

Owner reserves the right to hold the bid bonds of all Bidders until the successful Bidder has entered into a contract with the Owner, or for a period of 60 days, whichever is the shorter time.

D. Forfeiture of Bid Bond:

If the successful Bidder fails to enter into a contract with the Owner and provide satisfactory performance and payment bonds and evidence of insurance within the days specified herein, the bid guaranty shall be forfeited to the Owner.

6. SUBMISSION OF BIDS

A. Bid Receipt Deadline:

Bidders must submit their bids on the Bid Form included with the Bid Documents prior to the deadline established in the Request for Bids. The Bidder accepts all risks of late delivery of mailed bids or of misdelivery regardless of fault. Any bid received after the bid submission deadline will not be accepted or considered and will be returned unopened. The official time for determining whether a bid has been submitted in a timely manner is based on the hand date and time stamp in Building 100 at 2700 Duportail Street, Richland, Washington. Bids received prior to the bid submission deadline will be publicly opened and read aloud shortly after the deadline.

B. Sealed Bid Envelope:

Bids and bid modifications must be submitted in sealed envelopes or packages

1. Identified with: Bid No. and Title, Bid Opening Date and Time, Name and address of Bidder
2. Delivered to: City of Richland
 - a. Hand delivery: City of Richland Shops, Bldg. 100, 2700 Duportail Street, Richland, WA 99352
 - b. UPS/Fed Ex: City of Richland, Bldg. 200, 2800 Queensgate Drive, Richland, WA 99352
 - c. US Mail: City of Richland, MS-11 Purchasing, 505 Swift Blvd., Richland, WA 99352 – Allow additional time for US Mail delivery.

C. Evidence of Bid Receipt:

The only acceptable evidence to establish the time of receipt of a bid at the office designated in the Request for Bids is the time/date stamped or printed by Owner on the bid envelope or other documentary evidence of receipt maintained by Owner.

D. Prohibited Forms of Bids:

Receipt of bids and bid modifications by e-mail, telegram, facsimile, telephone, other electronic means, or orally will not be considered.

E. Withdrawal of Bid:

After submitting a bid to the Owner, a Bidder may withdraw its bid if the Owner receives a request from a Bidder to withdraw the bid prior to the bid submission deadline. Any request to withdraw a bid which is received after the bid submission deadline will not be considered.

F. Modification of Bid:

After a Bidder has withdrawn its bid as described in the paragraph above, a Bidder may revise its bid if the Owner receives the revised bid on the required Bid Form prior to the bid submission deadline in a properly marked and sealed envelope. Any bid modification which is received after the bid submission deadline will not be considered.

G. Modification of Subcontractors List:

After submitting the Subcontractors List to the Owner, a Bidder may revise its Subcontractors List if the Owner receives the revised Subcontractors List on the required form prior to the submission deadline for the Subcontractors List, and the revised Subcontractors List shall be submitted in a properly marked and sealed envelope prior to the submission deadline for the Subcontractors List. Any modification to the Subcontractors List which is received after the submission deadline for the Subcontractors List will not be considered.

7. CLAIM OF ERROR

A. Submission of Claim of Error:

A Bidder who wishes to claim error after the bids have been opened shall submit a signed statement, accompanied by original work sheets used in the preparation of the bid, requesting relief from the responsibilities of award. The statement shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The statement and original work sheets shall be submitted in person or by courier to:

City of Richland, Purchasing Division
2700 Duportail Street, Building 100
Richland, Washington 99352

by 5:00 p.m. on the Business Day after the bid submission deadline or the claim will not be considered. The Owner reserves the right to extend this deadline at its discretion.

B. Review by Owner:

- C. The Owner will review the certified work sheets to determine the validity of the claimed error. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, the bid will be withdrawn from the bid pool, and the bid guaranty of the Bidder will be returned. Thereafter, at the discretion of the Owner, all bids may be rejected or award made to the next lowest responsible Bidder. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

8. BID EVALUATION

A. Non-Responsive Bids:

Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for on the Bid Form and in the Bid Documents, are not in conformity with the law or with these Instructions, contain a statement by the Bidder reserving the right to accept or reject an award or to enter into the contract, or include any other irregularity shall be rejected as nonresponsive if the irregularity is material and may be rejected as nonresponsive if the irregularity is not material. Only the amounts and information asked for on the Bid Form furnished will be considered as the bid. Failure to submit the required Bid Submittal forms within the allotted times as described in the Call for Bids, shall render the entire bid nonresponsive.

B. Multiple Bids:

If more than one bid is submitted by a Bidder, or by any person or persons representing the Bidder, all such bids shall be rejected as non-responsive. A party who has submitted subcontract or supply prices to a Bidder may submit prices to other Bidders, and may submit a direct and complete bid for the project to the Owner on its own behalf.

C. Unbalanced Bids:

The Owner may consider a bid irregular and reject it as non-responsive if any of the bid item prices are excessively unbalanced (either above or below the amount of a reasonable bid) to the potential detriment of the Owner.

D. Tied Bids:

After bids have been opened, and all conditions and terms being equal, if two or more of the lowest responsive bids have Total Bid amounts that are exactly equal, the Purchasing Manager or other official designee will resolve the tie bids by flipping a coin. The flipping of the coin will be witnessed by at least one other individual and documented on the tabulation sheets.

E. Waiving Irregularities:

Owner reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

F. Correcting Bid Prices:

After bid opening, bids will be checked for correctness of bid item price extensions and the total bid price. A discrepancy between a bid item price (unit price) and the extended amount of any bid item shall be resolved by accepting the bid item price as correct. If a minimum bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Owner will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension.

G. Award of Additives, Alternates, Deductives:

The low bid shall be determined by the sum of the Base Bid (the summation of bid item price extensions, corrected where necessary), plus any combination of Additives, Alternatives, and/or Deductives that the Owner decides, in its sole discretion, to include in the contract award. Additives, Alternates, and/or Deductives may be selected in any order that the Owner chooses. The numbering of the Additives, Alternates, and/or Deductives on the Bid Form bears no relationship to the order in which they may be selected by the Owner. The summation of extensions, corrected where necessary, and including any applicable Additives, Alternatives, Deductives, and sales taxes, will be used to fix the awarded contract price and the amount of the payment and performance bonds.

H. Unit Prices:

If the Bid Form includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the bid, any or all such predetermined unit prices, and negotiate such unit prices during the term of the contract.

I. Bid Evaluation Documentation and Meeting:

In order to verify that the Bidder has adequately incorporated all elements of the Work and the requirements of the Contract Documents in its bid prices, the Bidder shall, upon request of the Owner, promptly make available for the Owner's review a complete itemization and breakdown of its Total Bid amount, a description of the Bidder's understanding of the Work, and a proposed schedule. Prior to award, upon request of the Owner, the Bidder and proposed subcontractors and suppliers shall attend a bid evaluation meeting with the Owner, and shall bring to the meeting any documents requested by the Owner to assist the Owner in evaluating the bid and the Bidder's understanding of the Project. In the event the Bidder refuses to provide the requested information or attend the bid evaluation meeting, the Owner may reject the bid as non-responsive.

J. Reciprocal Bid Preference:

In accordance with RCW 39.04.380, for a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the percent advantage provided by the nonresident contractor's home state. For the purpose of determining the successful Bidder, Owner will multiply the nonresident contractor bid amount by the CPD. The "bid amount" shall be the total of the Base Bid and all accepted Alternate, Additive, and Deductive bid items. The CPD shall be added to the nonresident contractor bid amount to establish the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington State contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences. The Bidder with the lowest total shall be the successful Bidder. See example below:

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	+ 5,000
Nonresident Disadvantage Total	\$105,000

When Nonresident Disadvantage Total is Low: If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, and other nonresident contractors whose states do not provide in-state percentage bidding preferences, the Alaska nonresident contractor is the low bidder and will be awarded a contract for the bid amount of \$100,000, provided that they are determined to be a responsible bidder with a responsive bid.

When Nonresident Disadvantage Total is High: If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, or other nonresident contractors whose states do not provide in-state percentage bidding preferences, the lowest bidder will be awarded a contract for the bid amount, provided that they are determined to be a responsible bidder with a responsive bid.

Definition of Nonresident Contractors: A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.
2. At the time of bidding on a public works project, does not have a physical office located in Washington. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

9. LOW RESPONSIBLE BIDDER

A. Mandatory Bidder Responsibility Criteria:

It is the intent of Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

B. Subcontractor Responsibility: At the time of the execution of any subcontract, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria by requiring each subcontractor to:

- A. Provide a current certificate of registration in compliance with chapter 18.27 RCW, which must be in effect at the time of bid submittal;
- B. Provide a current Washington Unified Business Identifier (UBI) number;
- C. Provide proof of Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW or provide a signed certification that such insurance is not required;
- D. Provide a current Washington Employment Security Department number, as required in Title 50 RCW or provide a signed certification that such number is not required;
- E. Provide a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW or provide a signed certification that such number is not required;
- F. Provide an electrical contractor license, if required by Chapter 19.28 RCW;

- G. Provide an elevator contractor license, if required by Chapter 70.87 RCW; and
- H. Provide a signed certification that the subcontractor is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
 - 1. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
 - 2. All bidders shall complete the Bidder's Qualification Certificate in the Bid Documents. The Owner's Representative will verify references and qualifications prior to recommending award. The same information will be required of sub-contracts prior to approval.

10. CONTRACT AWARD AND EXECUTION

- A. Award: The formal acceptance by the Owner, through an award by its City Council, of the lowest responsive bid of a responsible bidder that is within the budget available for the project, will be in the form of a written notice of award of public works contract to the Bidder issued by the Owner and mailed to the Bidder's address shown on the Bid Form.
- B. Contract Execution: Within ten (10) calendar days after the notice of award date, Bidder shall submit a signed original of the Contract included in the Contract Documents; certificate of insurance and endorsements as required in the Contract Documents; and the Contract Bond for 100% of the Contract Award Amount plus Washington State Sales Tax. The Contract Bond shall be on a form furnished by the Owner included in the Contract Documents. The Contract Bond must be signed by an approved surety (or sureties) that:
 - 1. Is registered with the Washington State Insurance Commissioner;
 - 2. Appears on the current Authorized List in the State of Washington published by the Office of the Insurance Commissioner; and
 - 3. Has a current rating of at least A-VII in A.M. Best's Key Rating Guide or is included in the U.S. Department of the Treasury's Listing of Approved Sureties (Circular 570).
- C. Failure to Execute Contract: If the successful Bidder, after award of the Contract, fails to execute the Contract or provide insurance documentation and bond as required within the time specified, Owner may revoke award of the Contract and the bid bond may be retained by Owner.

11. DEFINITION AND SECTION TITLES

- A. Bid Documents: The Bid Documents include all of the documents issued by the Owner as part of soliciting bids for the Project, including but not limited to the following: Request for Bids, Instructions to Bidders, Bid Form, General Conditions, Modifications to General Conditions, Specifications and Drawings.
- B. Captions and Headings: The titles of sections in these Instructions to Bidders are for convenience only and do not define or limit the contents.

END OF SECTION

BID SUBMITTAL CHECKLIST

- ☐ BID FORM (13 pages)
- ☐ BID BOND (1 page)
- ☐ SUBCONTRACTORS LIST (1 page)
Required if bid price is \$1 million dollars or more
To be submitted within one hour of the bid submission
- ☐ AFFIDAVIT OF TITLE VI COMPLIANCE (2 pages)

Failure to submit all of the above items may result in the bid being non-responsive

BID FORM

TO: City of Richland, Purchasing Division
Richland, Washington 99352

BID:

Pursuant to and in strict compliance with all Bid Documents, and having carefully examined all documents enclosed herein, the undersigned Bidder agrees to perform the Work for the amount set forth below.

SCHEDULE: Work shall be completed within 75 working days after the indicated starting date appearing in an official "Notice to Proceed" issued by the City of Richland. Liquidated damages shall be imposed as specified in the Contract Documents for each day Contractor fails to meet the completion date.

BID AWARD: This project is to be awarded based on the Base Bid only, or Base Bid plus any additives. Additives will be awarded in priority order as shown in the Bid Form. Award of the Base Bid and any Additives are subject to the amount of available funds.

Bidder's Business Name

Initials of Bidder's Representative

BASE BID ITEMS (SCHEDULE A)					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	<u>Backbone pathway (BP-1)</u> Install Underground Conduit; two 2 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	4,957	FT		
2	<u>Property line pathways (PP-1, PP-2 -> PP-6, PP-7 -> PP-12)</u> Install Underground Conduit; 1.25 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	8,360	FT		
3	Install one 10 inch round valve box	12	EA		
4	Install Underground Fiber Optic Cable – Fiber Optic Cable, 144 count, single mode, single jacket single armor	18,221	FT		
5	Install Splice Case – Preformed Line Products Coyote Dome and Splice Trays	3	EA		
6	Fusion Splicing – Fiber Optic Splicing Assembly Unit (Fusion)	192	EA		
7	Install Tracer Wire -- between vaults/handholds during the fiber installation process	15,256	FT		

Bidder's Business Name _____

Initials of Bidder's Representative _____

BASE BID ITEMS (SCHEDULE A - continued)					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (dollar/cents)	Total Amount (dollars/cents)
8	Install Vault – 4 foot by 4 foot by 4 foot deep, H2 Pre-cast p/n 444 with closed base and steel lid	7	EA		
9	Install Vault – 4 foot by 4 foot by 4 foot deep, H2 Pre-cast p/n 444 with open base and steel lid	1	EA		
10	Install identification tags labelled "City of Richland Fiber" in all vaults and splice enclosures	8	EA		
11	As-built drawings and supporting documentation (Digital - Adobe pdf format)	1	SET		
Subtotal Base Bid:					
8.6% Sales Tax:					
Total Base Bid:					

Bidder's Business Name

Initials of Bidder's Representative

ADDITIVE #1 BID ITEMS					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Backbone pathway (BP-2) Install Underground Fiber Optic Cable – Fiber Optic Cable, 96 count, single mode, single jacket single armor	265	FT		
2	Install Splice Case – Preformed Line Products Coyote Dome and Splice Trays	1	EA		
3	Fusion Splicing – Fiber Optic Splicing Assembly Unit (Fusion)	4	EA		
4	Install identification tags labelled "City of Richland Fiber" in all vaults and splice enclosures	1	EA		
5	Install Tracer Wire -- between vaults/handholds during the fiber installation process.	65	FT		
6	As-built drawings and supporting documentation (Digital - Adobe pdf format) one set for any and/or options selected	1	SET		
Subtotal Additive #1:					
8.6% Sales Tax:					
Total Additive #1 :					

Bidder's Business Name

Initials of Bidder's Representative

ADDITIVE #2 BID ITEMS					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Backbone pathways (BP-2a, 2b, 2c, 2d, 2e) Install Underground Conduit; two 2 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	260	FT		
2	Install Vault – 4 foot by 4 foot by 4 foot deep, H2 Pre-cast p/n 444 with closed base and steel lid	4	EA		
3	Install Underground Fiber Optic Cable – Fiber Optic Cable, 96 count, single mode, single jacket single armor	2,100	FT		
4	Install Splice Case – Preformed Line Products Coyote Dome and Splice Trays	4	EA		
5	Install identification tags labelled "City of Richland Fiber" in all vaults and splice enclosures	4	EA		
6	Fusion Splicing – Fiber Optic Splicing Assembly Unit (Fusion)	20	EA		
7	Install Tracer Wire -- between vaults/handholds during the fiber installation process.	1,400	FT		
8	As-built drawings and supporting documentation (Digital - Adobe pdf format) one set for any and/or options selected	1	SET	\$ 0.00	Included in Additive #1
Subtotal Additive #2:					
8.6% Sales Tax:					
Total Additive #2 :					

Bidder's Business Name

Initials of Bidder's Representative

ADDITIVE #3 BID ITEMS					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Backbone pathways (BP-3) Install Underground Conduit; two 2 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	2,160	FT		
2	<u>Property line pathways (PP-17 to PP-22)</u> Install Underground Conduit; 1.25 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	4,350	FT		
3	<u>Property line pathways (PP-13 to PP-16)</u> Boring required to install Underground Conduit	440	FT		
4	<u>Property line pathways (PP-13 to PP-16)</u> Install Underground Conduit; 1.25 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	1,080	FT		
5	Install one 10 inch round valve box	10	EA		

Bidder's Business Name _____

Initials of Bidder's Representative _____

ADDITIVE #3 BID ITEMS – CONTINUED					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
6	Install Underground Fiber Optic Cable – Fiber Optic Cable, 144 count, single mode, single jacket single armor	4,715	FT		
7	Fusion Splicing – Fiber Optic Splicing Assembly Unit (Fusion)	20	EA		
8	Install Tracer Wire -- between vaults/handholds during the fiber installation process.	3,655	FT		
9	As-built drawings and supporting documentation (Digital - Adobe pdf format) one set for any and/or options selected	1	SET	\$ 0.00	Included in Additive #1
Subtotal Additive #3:					
8.6% Sales Tax:					
Total Additive #3 :					

Bidder's Business Name

Initials of Bidder's Representative

ADDITIVE #4 BID TEMS					
Item No.	Item Description	Bid Qty.	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
1	Backbone pathways (BP-4) <u>Property line pathways</u> (PP-13 to PP-16, PP-17 to PP-22) Boring required to install Underground Conduit	2,070	FT		
2	Install Underground Conduit; 1.25 inch schedule 40 PVC with deep utility grade couplings or HDPE SDR 13.5 minimum; all connections of HDPE to PVC conduit shall be fully glued using <u>IPSCorp Weld-On 600</u> contact adhesive; encase w/sand or fine earth	3,055	FT		
3	Install one 10 inch round valve box	8	EA		
4	As-built drawings and supporting documentation (Digital - Adobe pdf format) one set for any and/or options selected	1	SET	\$ 0.00	Included in Additive #1
Subtotal Additive #4:					
8.6% Sales Tax:					
Total Additive #4 :					

BID FOR TRENCH EXCAVATION SAFETY SYSTEMS:

If the Contract Documents contain any work in which trench excavation will exceed a depth of four feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with RCW 39.04.180. The Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW and WAC 296-155-650 through WAC 296-155-66411.

SALES TAX:

None of the sums stated in the foregoing include Washington State Sales Tax, except as designated in Article 4 of the Instructions for Bidders.

Bidder's Business Name

Initials of Bidder's Representative

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The undersigned Bidder agrees, if awarded the Contract, to complete the Work of the Contract within the number of calendar days specified in the Bid Documents, and also agrees to the amount specified herein for Liquidated Damages. Refer to Section 00 72 10, Modifications to the General Conditions. The provisions of the General Conditions section 3.07, for liquidated damages, remain in effect. It is further agreed that the time for completion of the Work described herein is a reasonable time considering the average climatic range and usual industrial conditions prevailing in the locality.

CONTRACT EXECUTION:

- A. Contract Execution: If the Owner awards a contract based on this bid within sixty (60) calendar days of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the City of Richland Public Works Contract form.
- B. Bonds and Insurance: Bidder shall submit executed Contract, separate Payment and Performance Bonds, and acceptable evidence of insurance within ten (10) calendar days after receipt of award notice and Public Works Contract form from the Owner.
- C. Failure to Execute Contract: If the successful bidder, upon award of a contract by the Owner, fails to execute the Public Works Contracts or submit the Payment and Performance Bonds and acceptable evidence of insurance as required within the time specified, Owner may revoke the award. The bid guaranty may be retained by Owner as liquidated damages, not as a penalty. If a contract is not awarded within sixty (60) days after the bid submission deadline, or if the Bidder delivers a signed Public Works Contract, Payment and Performance Bonds, and acceptable evidence of insurance, then the certified or cashier's check submitted as the bid guaranty shall be returned to the bidder, or the Bid Bond shall become void.

DECLARATION:

- A. Familiarity with Bid Documents and Site: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above-referenced project, and the site where the Work is to be performed and the conditions affecting the Work, and consistent with the Instructions to Bidders.
- B. Bid Guaranty: The Bidder has enclosed a Bid Guaranty in the amount of five percent (5%) of the Total Bid that could be awarded including Alternates, Additives, and retail sales tax if applicable in the form of a cashier's check, certified check, or bid bond.
- C. Validity of Bid: The Bidder agrees that this bid shall be valid and not withdrawn for a period of 60 days from the bid submission deadline.
- D. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Total Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.
- E. Minority Businesses: In compliance with RCW 35.22.650, the Bidder agrees to actively solicit the employment of minority group members. The Bidder further agrees to actively solicit bids for the subcontracting of goods or services from qualified minority businesses, and to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to minority businesses. As used in this paragraph, the term "minority business" means a

Bidder's Business Name

Initials of Bidder's Representative

business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to blacks. Women, native Americans, Asians, Eskimos, Aleuts, and Hispanics.

- F. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.
- G. Responsible Bidder Requirements: The Bidder acknowledges that it is in compliance with the bidder responsibility criteria described in the Instructions to Bidders. The Bidder agrees to provide proof of compliance with these requirements upon request by the Owner.
- H. Notice to Proceed: Bidder agrees that if awarded the contract, Bidder will commence work on the date specified in the written Notice to Proceed.
- I. Compliance with Applicable Laws and Regulations: Bidder agrees that if awarded the contract, Bidder will comply with the requirements of all applicable federal, state, and local laws and regulations.

Bidder's Business Name

Initials of Bidder's Representative

By completing and submitting with bid, the contractor hereby certifies and submits the following qualifications:

Bidder's Business Name: (Legal Name)	_____		
Doing Business As:	_____		
Type of Business:	☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture		
Physical Business Address (Must not be a PO Box)	Street: _____ City: _____ State: _____ Zip: _____		
Mailing Address if different from Physical Address	Street/PO Box: _____ City: _____ State: _____ Zip: _____		
If the above physical address is not in Washington State, check ONE of the boxes below:			
☐ Physical Office in Washington State: Street: _____ City: _____ State: _____ Zip: _____ OR ☐ State of incorporation (if a corporation) or State where business entity was formed (if not a corporation) _____			
Business Phone No.	_____	Business Fax No.	_____
Business Email Address	_____		
Federal ID No.	_____		
Provide State of Washington numbers for the following:			
Contractor Registration No. (if required)	_____		
Unified Business Identifier No. (UBI)	_____	Industrial Insurance No. (Workers Comp)	_____
Employment Security No. (Unemployment)	_____	State Excise Tax Registration No.	_____
City of Richland Business License No. (Must have prior to contract execution)	_____		
Contact Person for this Project	_____		
Contact Phone No.	_____	Alternate Phone No.	_____
Contact Email Address	_____		

Bidder's Business Name

Initials of Bidder's Representative

Experience / Qualifications:

A. Number of years Contractor has been engaged in the construction business under the present firm name, as indicated above _____

B. List all former company names under the company and any previous construction business under different name(s)

Business Name _____ Years _____

Business Name _____ Years _____

C. Describe the general character of work performed by your company:

D. In reviewing the requirements for this project, Contractor has provided comparable construction services experience for the following years:

Prime contractor _____ Sub-contractor _____

E. Reviewing the specifications and skills for this project, provide a list of projects of similar nature which Contractor has completed within the last five years. Include contract amount and contract information for references. May attach a separate sheet for this information.

Project Name	Owner/Firm Name	Project Contact	Phone Number of Contact	Contract Amount
Project Description				
Project Description				
Project Description				

 Bidder's Business Name

 Initials of Bidder's Representative

F. Do you have any outstanding payments due to the WA State Department of Revenue?

☐ Yes ☐ No

If yes, provide explanation.

G. Do you have any outstanding payments due to the WA State Department of Labor and Industries?

☐ Yes ☐ No

If yes, provide explanation.

H. Do you have any outstanding payments due to the WA State Department of Employment Security?

☐ Yes ☐ No

If yes, provide explanation

Addenda Acknowledgement:

Receipt is hereby acknowledged of Addenda No.(s): _____

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature:	Date:
Print Name and Title:	Location or Place Executed: (City, State)

END OF SECTION

Bidder's Business Name

Initials of Bidder's Representative



BID BOND

Bond No.: _____

KNOW ALL BY THESE PRESENTS:

That we, _____ (Bidder), as Principal, and _____ (Bonding Company), as Surety, are held and firmly bound unto the City of Richland (Owner), as Oblige, in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which unto Oblige, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, Principal is submitting a Bid for the _____, Bid No. _____.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the Contract Documents enters into, executes and delivers to Oblige a signed agreement and the contract bond per the specifications, with Surety or Sureties approved by Oblige, and appropriate insurance certificates, with required endorsements and insurance coverage, as required herein in the forms provided herewith, then this obligation shall be void. If, however, Principal fails or refuses to furnish any of the above listed items in the time stated in the Contract Documents for the referenced Bid, then Principal and Surety shall pay and forfeit to Oblige the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of Surety.

AND IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Oblige and their respective heirs, administrators, executors, successors and assigns.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these present to be SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

Principal

By: _____

Title: _____

Surety

By: _____
Attorney-in Fact, Surety

Surety's Mailing Address

Surety's Telephone

In compliance with RCW 39.30.060 *for all projects estimated to cost \$1 million or more*, all Bidders must complete and submit this Subcontractors List form.

- **Submission Deadline:** The completed and signed Subcontractors List must be submitted within one hour of the bid submission deadline.
- **List Subcontractors:** The Bidder shall Indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW.
- **List Bidder if Bidder Performing Work:** If the Bidder will perform the work in any of the three areas required, the Bidder shall name itself for the work on the Subcontractors List.
- **Name Only One Firm for Each Category of Work:** The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternates or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- **Substitution of Subcontractors:** Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- **Factors Relating to Non-Responsiveness:** Failure of the Bidder to submit the names of such subcontractors, or to name itself to perform such work, or the naming of two or more firms (subcontractors or Bidder) to perform the same work shall render the Bidder's bid nonresponsive and, therefore, void.
- **Applicable to Direct Subcontractors:** The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the Bidder.
- **Submission Requirements:** The Subcontractors List must be submitted in a sealed envelope (1) addressed to the office specified in the Request for Bids and (2) showing the name of the project, the name and address of Bidder, and marked as "Subcontractors List."

Trade	Bidder must check one box for each Trade. If subcontracting the work, Bidder must name the subcontractor.
HVAC (Heating, Ventilation & Air Conditioning)	☐ Name of subcontractor: _____ ☐ Bidder will self-perform this work ☐ N/A (this project does not include this work)
Plumbing	☐ Name of subcontractor: _____ ☐ Bidder will self-perform this work ☐ N/A (this project does not include this work)
Electrical	☐ Name of subcontractor: _____ ☐ Bidder will self-perform this work ☐ N/A (this project does not include this work)

_____ Bidder's Business Name	_____ Signature of Bidder's Representative	_____ Title of Bidder's Representative
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TITLE VI - NON-DISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS:

- SEC. 601. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- SEC. 602. Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives of the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such non-compliance has been so found, or (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.
- SEC. 603. Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.
- SEC. 604. Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.
- SEC. 605. Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

PART 1 – TITLE VI PROCEDURAL INFORMATION

1. **APPLICATIONS:** The following materials pertain to the regulations relative to nondiscrimination if Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, part 21. All contractors, subcontractors, consultants, suppliers and manufacturers who contract with the City must Comply with these requirements.
2. **AFFIDAVIT:** Before being considered for a contract, all contractors, etc. will be required to submit the Affidavit of Title VI Compliance as part of their proposal or upon request of the Purchasing Manager.
3. **COMPLIANCE:** The City of Richland reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit. The contractors, etc. will be asked for a specific demonstration of compliance with the requirements.
4. **NON-COMPLIANCE:** A finding of non-compliance may be considered a breach of contract and suspension or termination of a contract may follow.

5. **CITY CONTACT:** The City's Compliance Officer is the Special Projects Coordinator, and specific questions pertaining to this section may be directed to the Public Works Department at (509) 942-7500.

PART 2 – ASSURANCES FOR CONSULTANTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS

1. **COMPLIANCE WITH REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as Regulations), which are herein incorporated by reference and made part of this contract.
2. **NONDISCRIMINATION:** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations.
3. **SOLICITATION FOR SUBCONTRACTORS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiations made by the contractor for the work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor's obligations under this contract and the Regulations relative to the nondiscrimination on the ground of race, color, sex, or national origin.
4. **INFORMATION AND REPORTS:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Richland or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is an exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Richland or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **SANCTIONS FOR NONCOMPLIANCES:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Richland and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until contractor complies, and/or;
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **INCORPORATION OF PROVISIONS:** The contractor shall include in provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Richland or the U.S. Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Richland enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor hereby certifies that during the performance of this contract it agrees to comply with these assurances

By: _____ Title: _____

Date: _____

END, AFFIDAVIT OF TITLE VI COMPLIANCE

AWARD DOCUMENTS

AWARD DOCUMENTS

CERTIFICATE OF INSURANCE

(Refer General Conditions, Part 2 – Insurance and Bonds)

CONTRACT BOND (PERFORMANCE AND PAYMENT BOND)

PUBLIC WORKS CONTRACT

RETAINAGE INSTRUCTION MANDATORY FORM

RETAINAGE BOND

REQUEST TO SUBCONTRACT WORK

The above documents will be required from the awarded Bidder.



CONTRACT BOND

KNOW ALL BY THESE PRESENT, That we

of _____, as Principal, and
_____, as Surety, are jointly
and severally held and bound unto the City of Richland, in the penal sum of
_____ (Dollars)

(\$ _____), until date of final acceptance, any lien period, and once all required releases have been received by the applicable State agencies, whichever date is later, the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents. The CONDITION of this bond is such that:

WHEREAS, on the _____ day of _____, 20____, the Principal, executed a certain contract with the City of Richland, by which contract the Principal agrees to furnish all materials and do certain work, to wit: The construction of Bid No. _____, _____, in the City of Richland, **Contract No.:** _____, according to the maps, plans, and specifications made a part of said contract, which contract as so executed is attached hereto and incorporated by reference herein. This bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provision of said contract in all respects and shall well and truly and fully do and perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and for one (1) year warranty period, and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects, faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20____.

Principal

By: _____

Title: _____

Address: _____

City/State/Zip: _____

Attorney-in-fact, Surety

By: _____

Title: _____

Address: _____

City/State/Zip: _____



CONTRACT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20____, (the Effective Date), by and between the CITY OF RICHLAND, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH, that in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, supplies, labor, equipment and other services necessary for the construction of **Bid No.** _____, **City of Richland – [enter project name]**, **Contract No.** _____ in the bid amount of \$_____, including taxes, in accordance with and as described in the attached Bid Documents, plans, general conditions and specifications which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

All work shall start within _____ calendar days from the date of the execution of the Contract as per Paragraph 1-08.4 of the WSDOT Standard Specifications and be completed within _____ working days after commencement of work by the Contractor in accordance with the General Conditions. If said work is not completed within the time specified, liquidated damages will be deducted from the amount due the Contractor as specified in the Bid Documents and/or Paragraph 1-08.9 of the WSDOT Standard Specifications.

The Contractor shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, EXCEPT such as are mentioned in the specifications to be furnished by the City.

II. The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and

hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the City by reason of entering into this contract, EXCEPT as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the Effective Date above written.

CITY OF RICHLAND

CONTRACTOR

BY: _____
CYNTHIA D. REENTS, ICMA-CM
City Manager

BY: _____
Print: _____

Title: _____

Date

Date

ATTEST:

MARCIA HOPKINS, City Clerk

Date

FORM APPROVED:

HEATHER KINTZLEY, City Attorney

Date



RETAINAGE INSTRUCTIONS MANDATORY FORM

Contract Title:

Contract Number:

The following is authorized and selected by the Contractor to provide the City instructions on retainage of funds in accordance with the retainage required as stipulated in RCW 60 28.

☐ (1) Non-Interest Bearing Account: Have the City retain the required amount in a non-interest bearing fund that the City manages, until receipt of all necessary release documents or until 45 days following acceptance, whichever is longer.

☐ (2) Retainage Bond:

_____ Attach Retainage Bond if this option is selected. Contact the City for a Retainage Bond Form.

☐ (3) Interest Bearing Account: City deposits the required retainage into an interest-bearing account in a bank, mutual savings bank or savings & loan association designated by the Contractor, which is designated as not subject to withdrawal until 45 days after acceptance or until agreed to by both parties: PROVIDED that interest on such account shall be paid to the CONTRACTOR. Requires Contractor to establish a separate restricted bank account before selection of this option: Specify Bank:

Name of Bank: _____

Branch Address: _____

City/State/Zip: _____

Account Number: _____

Bank Contact Person: _____

Phone Number: _____

☐ (4) Escrow: City places retainage amount into an escrow account with a bank or trust company. Requires Contractor to complete and attach an Escrow Agreement. When the monies reserved are placed in escrow, the agency shall issue a check representing the sum of monies reserved payable to the bank or trust Company and the Contractor jointly. This check shall be converted into bonds and securities chosen by the Contractor and approved by the agency and the bonds and securities shall be held in escrow. Interest on the bonds and securities shall be paid to the Contractor as the interest accrues.

_____ Attach Escrow Agreement if this option is selected. Contact the City for an Escrow Agreement.

After marking selection above, please complete and sign:

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

NAME: (PLEASE PRINT): _____

SIGNED: _____

DATE: _____

TITLE: _____



RETAINAGE BOND

Contract No. _____ Bond No. _____

KNOW ALL BY THESE PRESENTS: That _____,
a corporation existing under and by virtue of the laws of the State of _____ and authorized
to do business in the State of Washington, as Principal, and
_____, a corporation organized and existing under
the laws of the State of _____ and authorized to transact the business of surety in the State of
Washington, as Surety, are jointly and severally held and bound unto the City of Richland, Washington
(City), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28
Revised Code of Washington (RCW), and their heirs, executors, administrators, successors and assigns in
the penal sum of _____
Dollars (\$_____), plus 5% of any increases in the contract amount that have occurred or
may occur, due to change orders, increases in the quantities or the addition of any new item of work.

WHEREAS, the Principal has executed Contract for

_____, Contract No. _____ with the City; and

WHEREAS, said Contract and Chapter 60.28 RCW require the City to withhold from the Principal the sum
of five percent (5%) from monies earned by the Principal on estimates during the progress of the work,
hereinafter referred to as earned retained funds; and

WHEREAS, the Principal/Surety has requested that the City accept a bond in lieu of earned retained funds
as allowed under Chapter 60.28 RCW.

NOW, THEREFORE, this obligation is such that the Surety, its successors and assigns, are held and bound
unto City and unto all beneficiaries of the trust fund created by RCW 60.28.011 (1) in the aforesaid sum.
This bond, including any proceeds therefrom, is subject to all claims and liens and in the same manner and
priority as set forth for retained percentages in Chapter 60.28 RCW. The condition of this obligation is such
that if the Principal shall satisfy all payment obligations to persons who may lawfully claim under the trust
fund created pursuant to Chapter 60.28 RCW, to the City, fulfill all of the requirements of Chapter 39.12
RCW, and indemnify and hold the City harmless from any and all loss, costs, and damages that the City
may sustain by release of said retainage to Principal/Surety, then this obligation shall be null and void
provided the Surety is notified by City that the requirements of RCW 60.28.021 have been satisfied and the
obligation is duly released by City; otherwise it shall remain in full force and effect.

IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal.
The Surety will not be discharged or released from liability for any act, omission, or defense of any kind or
nature that would not also discharge the Principal.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure
to the benefit of the Principal, the Surety, the City, and, the beneficiaries of the trust fund created by Chapter
60.28, Revised Code of Washington (RCW) and their respective heirs, executors, administrators,
successors and assigns.

SIGNED AND SEALED this _____ day of _____, 20_____.

Principal: _____	Surety: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Tel: _____	Tel: _____
Witness: _____	Witness: _____

Note: A power of attorney must be provided which appoints the Surety's true and lawful attorney-in-fact to make,
execute, seal and deliver this bond.



MONTHLY SUBCONTRACTORS LIST AND CERTIFICATIONS

Contractor's Name and Address:		Project Name: Fiber Optic Extension Horn Rapids	
		Bid No.: ITB 17-0010	
Billing Period:	through	Invoice Date:	Invoice No.:

Instructions: List all subcontractors, including all subcontractors of any tier, who performed work on the project site for this billing period.

List All Subcontractors of Any Tier:		
Subcontractor Name:	UBI Number:	Tier of Subcontractor
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
		☐ Subcontractor ☐ 2 nd Tier ☐ 3 rd Tier ☐ Lower Tier
Certifications:		
1) I have listed all of the subcontractors who performed work on the project site during the current billing period noted above (regardless of whether my application for payment includes a payment request for their work). 2) Prevailing wages for this project have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages, approved by the Industrial Statistician of the Department of Labor and Industries, which are on file with the City of Richland. 3) I have paid all of my subcontractors and material suppliers for the invoice covering the previous billing period (this amount less retainage) (not applicable if this is the first billing period). 4) I certify under penalty of perjury under the laws of the State of Washington that all of the above information and certification statements are true and correct.		
Authorized Signature of Contractor:	Printed Name: Printed Title:	Date Signed:
Fill out this form and submit it with your invoice, and as part of your Application for Payment.		Owner's Representative Initials:

GENERAL CONDITIONS

PART 1 – GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means a written request submitted by Contractor to Owner's Representative for payment of Work completed in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner's Representative may require.
- B. "A/E" means a person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. "Change Order" means a written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any, and (3) the extent of the adjustment in the Contract Time, if any.
- D. "Claim" means Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in Part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates, Additives, or Deductives.
- F. "Contract Documents" means the Request for Bids, Instructions to Bidders, completed Bid Form, Payment Bond, Performance Bond, General Conditions for City of Richland, Washington (last revised April 1, 2013), Modifications to the General Conditions, Public Works Contract, Drawings and Specifications, and all addenda and modifications thereof. The Contract Documents comprise the entire agreement between the Owner and the Contractor, and may be modified only as described in the Contract Documents.
- G. "Contract Sum" is the total amount payable by Owner to Contractor, for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Day(s)" mean calendar day(s) unless otherwise specified. A calendar day of twenty-four (24) hours is measured from midnight to the next midnight.
- K. "Drawings" are the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- L. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- M. "Final Completion" means that the Work is fully and finally complete in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.

- N. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05A.
- O. "Notice" means a written notice which has been delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice. All notices to the Owner shall be sent to the attention of the Owner's Representative.
- P. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run. The Contractor shall not perform any Work at the Project site prior to such date.
- Q. "Owner" means the City of Richland, through its authorized representative(s) with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- R. "Owner's Representative" means a person or entity representing Owner within the limits of its delegated authority who will be the Owner's representative during the construction period for construction management, inspection, interpretation of the Contractor's performance consistent with the requirements of the Contract Documents, and other services of managing the Project on behalf of the Owner. Owner shall issue all communications to Contractor through Owner's Representative. The name of the Owner's Representative will be designated in the Notice to Proceed letter to the Contractor. The Owner's Representative may be a firm contracted with the Owner to provide these services, including but not limited to an architect, engineer, or construction manager, or may be an employee of the Owner. The Owner may designate multiple individuals or firms as Owner's Representative to fill different roles on the Project.
- S. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.
- T. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- U. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in Section 3.02.
- V. "Project" means the total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- W. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- X. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principal category of Work, in such detail as requested by Owner.
- Y. "Specifications" are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
- Z. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- AA. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.

- BB. "Substantial Completion" means that stage in the progress of the Work when the construction is sufficiently complete, as more fully set forth in Section 6.07.
- AB. "Work" means the construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

1.02 ORDER OF PRECEDENCE

Any conflict, error, discrepancy, or inconsistency in the Contract Documents, as amended by any addenda issued during the bidding period, shall be resolved by giving the documents precedence in the following order:

- A. Signed Public Works Contract, including any Change Orders.
- B. Modifications to the General Conditions.
- C. General Conditions for City of Richland, Washington.
- D. Specifications. Provisions in Division 1 shall take precedence over provisions of any other Division.
- E. Drawings. In case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings. Figure dimensions shall take precedence over scaling.
- F. Signed and Completed Bid Form.
- G. Instructions to Bidders.
- H. Request for Bids.

1.03 EXECUTION AND INTENT

Contractor Representations: Contractor makes the following representations to Owner:

- A. Contract Sum reasonable: The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents. Contractor has included in the Contract Sum all incidentals for performing the Work, and shall complete the Work with all necessary material, equipment, labor, supplies, and subcontractors for the Contract Sum;
- B. Contractor familiar with project: Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof;
- C. Contractor financially capable: Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents; and
- D. Contractor can complete Work: Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

INSURANCE AND BONDS

PART 2 – INSURANCE AND BONDS

2.01 INSURANCE

General insurance requirements: The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope and Term of insurance coverage: Contractor required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
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, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance: Contractor 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 and a \$2,000,000 products- completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.
- C. Public Entity Full Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
- D. Other Insurance Provision. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.
- E. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences
- F. Waiver of Subrogation. The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- H. Verification of Coverage. Contractor 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 Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project.
- I. Subcontractors. The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the Public Entity is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.
- J. Notice of Cancellation. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- K. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor 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 Contractor from the City.

2.02 CONTRACT BOND (PAYMENT AND PERFORMANCE BOND)

Conditions for bonds: The Contractor shall furnish a Contract Bond, for 100% of the Contract Award Amount, plus state sales tax, using the Contract Bond form published by the Owner and included in Contract documents. The Contract Bond shall be valid for the warranty period and through any other warranty or guaranty period described in the Contract Documents. No Contract Bond is required if the Contract Sum is \$35,000 or less and Contractor agrees that Owner may, in lieu of the bond, retain 50% of the Contract Sum for 45 days from the Final Acceptance date.

2.03 ALTERNATIVE SURETY

When alternative bonds required: Contractor shall promptly furnish acceptable Contract Bond from an alternative surety as required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. The surety is adjudged bankrupt or becomes insolvent, or its right to do business is terminated; or
- C. Any surety fails to furnish reports on its financial condition if required by Owner.

TIME AND SCHEDULE

PART 3 – TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

Contractor to meet schedule: Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

3.02 PROGRESS SCHEDULE

- A. Preliminary Progress Schedule: Unless otherwise provided, Contractor shall, within 10 Days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule in Microsoft Project or equivalent. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. Form of Progress Schedule: Unless otherwise provided, the Progress Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Progress Schedule may be general, showing the major portions of the Work, with a more detailed Progress Schedule submitted as directed by Owner.
- C. Owner comments on Progress Schedule: Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 Days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Monthly updates and compliance with Progress Schedule: Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall

submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in Section 3.05, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, and if directed by Owner, Contractor shall submit a corrective action plan or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor to notify Owner of delays: Contractor shall promptly notify Owner in writing of any actual or anticipated event which is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Progress Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may suspend Work: Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 Days, or for such longer period as mutually agreed.
- B. Compliance with suspension; Owner's options: Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 Days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
1. Cancel the written notice suspending the Work; or
 2. Terminate the Work covered by the notice as provided in the termination provisions of Part 9.
- C. Resumption of Work: If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume Work.
- D. Equitable Adjustment for suspensions: Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in Part 7.

3.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE

- A. Owner may stop Work for Contractor's failure to perform: If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order Contractor, in writing, to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. No Equitable Adjustment for Contractor's failure to perform: Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

3.05 DELAY

- A. Force Majeure actions not a default; Force Majeure defined: Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party ("Force Majeure"). Acts of Force Majeure include, but are not limited to:

1. Acts of God or the public enemy;
 2. Acts or omissions of any government entity;
 3. Fire or other casualty for which Contractor is not responsible;
 4. Quarantine or epidemic;
 5. Strike or defensive lockout;
 6. Unusually severe weather conditions which could not have been reasonably anticipated; and
 7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contract Time adjustment for Force Majeure: Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of Force Majeure, provided it makes a request for equitable adjustment according to Section 7.03. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of Force Majeure.
- C. Contract Time or Contract Sum adjustment if Owner at fault: Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to Sections 7.02 and 7.03.
- D. No Contract Time or Contract Sum adjustment if Contractor at fault: Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. Contract Time adjustment only for concurrent fault: To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to Section 7.03, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor to mitigate delay impacts: Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of Force Majeure or otherwise.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. Contractor to notify Owner of labor disputes: If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.
- B. Pass through notification provisions to Subcontractors: Contractor agrees to insert a provision in its Subcontracts and to require insertion in all sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

3.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION

A. Liquidated Damages

1. Reason for Liquidated Damages: Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
2. Calculation of Liquidated Damages amount: The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Contractor responsible even if Liquidated Damages assessed: Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages

Calculation of Actual Damages: Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, engineering, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

PART 4 – SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW

- A. Specifications and Drawings are basis of the Work: The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, supplies, and all other facilities and incidentals necessary to perform the Work required by the Drawings, Specifications, and other provisions of the Contract Documents. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.
- B. Parts of the Contract Documents are complementary: The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

- C. Contractor to report discrepancies in Contract Documents: Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If, during the performance of the Work, Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby, report such conflict, error, inconsistency, or omission to Owner's Representative in writing.
- D. Contractor knowledge of discrepancy in documents – responsibility: Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or Shop Drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or reasonably should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor to perform Work implied by Contract Documents: Contractor shall provide any work or materials the provision of which is clearly implied and is within the scope of the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Interpretation questions referred to Owner's Representative: Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the Owner's Representative. Owner's Representative will issue, with reasonable promptness, such written clarifications or interpretations of the Contract Documents as determined necessary, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents.

4.02 PROJECT RECORD

- A. Contractor to maintain Project Record Drawings and Specifications: Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction, including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order Proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. Update Project Record weekly and keep on site: The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Final Project Record to Owner's Representative before Final Acceptance: Contractor shall submit the completed and finalized Project Record to Owner's Representative prior to Final Acceptance.
- D. Copies of Contract Documents: After award of the Contract, the Owner shall provide to the Contractor, without cost to the Contractor, the following sets of Contract Documents. All other sets of the Contract Documents required by the Contractor or their subcontractors for the Project shall be obtained by the Contractor at the Contractor's sole cost.
- Executed Contract Documents with full size Drawings (24" x 36") – 1 set
 - Unexecuted Contract Documents with reduced size Drawings (11" x 17") – 1 set
 - Full size Drawings (24" x 36") – 2 sets

4.03 SHOP DRAWINGS

- A. Definition of Shop Drawings: "Shop Drawings" means documents and other information required to be submitted to Owner's Representative by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation

(i.e. form, fit, and attachment details) of materials and equipment. Shop Drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents. For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose Shop Drawings provided in accordance with the Contract Documents.

- B. Approval of Shop Drawings by Contractor: Contractor shall coordinate all Shop Drawings, and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, Shop Drawings shall be stamped by an appropriate professional licensed by the state of Washington. Contractor's stamp of approval on any Shop Drawings or sample shall constitute a representation to the Owner that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or Contractor assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted to Owner's Representative without evidence of Contractor's approval shall be returned for resubmission. Contractor shall review, approve, and submit Shop Drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for Owner's Representative review. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- C. Approval of Shop Drawings by Owner's Representative: Owner's Representative will review, approve, or take other appropriate action on the Shop Drawings, but such review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item by Owner does not indicate approval of the assembly in which the item functions. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings until the respective submittal has been reviewed and the Owner's Representative has approved or taken other appropriate action. Owner's Representative shall respond to Shop Drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed Shop Drawings.
- D. Correction of Shop Drawings: Contractor shall make any corrections of Shop Drawings required by the Owner's Representative, and shall return the required number of corrected copies of Shop Drawings, and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Owner's Representative on previous submissions.
- E. Contractor not relieved of responsibility when Shop Drawings approved: Approval, or other appropriate action with regard to Shop Drawings, by Owner's Representative shall not relieve Contractor of responsibility for any errors or omissions in such Shop Drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner's Representative shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- F. Variations between Shop Drawings and Contract Documents: If Shop Drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the Shop Drawings, at the time it submits the Shop Drawings containing such variations. If Owner's Representative approves any such variation, an appropriate Change Order

will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded upon the Project Record.

- G. Contractor to submit 5 copies of Shop Drawings: Unless otherwise provided, Contractor shall submit to Owner's Representative for approval 2 copies of all Shop Drawings. Unless otherwise indicated, 3 sets of all Shop Drawings shall be retained by Owner's Representative and 2 sets shall be returned to Contractor. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Owner's Representative.

4.04 ORGANIZATION OF SPECIFICATIONS

Specification organization by trade: Specifications are prepared in sections which conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.

4.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

- A. Designer, not Contractor, owns Copyright of Drawings and Specifications: The Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E or Owner, and A/E or Owner shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright, unless otherwise specified in the contract between the Owner and A/E. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. Drawings and Specifications to be used only for this Project: The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Shop Drawing license granted to Owner: Contractor and all Subcontractors grant a non-exclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all Shop Drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing Shop Drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the Shop Drawings, and that such license is not in violation of any copyright or other intellectual property right. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in Section 5.03 and 5.22 from any violations of copyright or other intellectual property rights arising out of Owner's use of the Shop Drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- D. Shop Drawings to be used only for this Project: The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor of any tier, or material or equipment supplier, on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Shop Drawings and

other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

PERFORMANCE

PART 5 – PERFORMANCE

5.01 CONTRACTOR CONTROL AND SUPERVISION

- A. Contractor responsible for Means and Methods of construction: Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, scheduling, sequences, procedures, safety precautions and programs, and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.
- B. Competent Superintendent required: Performance of the Work shall be directly supervised by a competent superintendent who has authority to act for Contractor. The superintendent must be satisfactory to the Owner and shall not be changed without the prior written consent of Owner. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition.
- C. Contractor responsible for acts and omissions of self and agents: Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, suppliers, and their employees and agents.
- D. Contractor to employ competent and disciplined workforce: Contractor shall enforce strict discipline and good order among all of the Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times conduct business in a manner which assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor to keep project documents on site: Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, and permits and permit drawings.
- F. Contractor to comply with ethical standards: Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with Chapter 2.26 of the Richland Municipal Code (Conduct of Public Officials and Public Employees – Code of Ethics). Contractor shall remove, at its sole cost and expense, any of its, or its Subcontractors' employees, if they are in violation of this act.

5.02 PERMITS, FEES, AND NOTICES

- A. Contractor to obtain and pay for permits: Unless otherwise provided in the Contract Documents, Contractor shall pay fees for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.

- B. Allowances for permit fees: If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor to comply with all applicable laws: Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. Sales tax: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid in accordance with the laws of the State of Washington.
- E. Business License: Contractor shall maintain a current City of Richland Business License through the warranty period specified in the Contract Documents.

5.03 PATENTS AND ROYALTIES

Payment, indemnification, and notice: Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

5.04 PREVAILING WAGES

- A. Contractor to pay Prevailing Wages: Contractor shall pay at least the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work, in accordance with Chapter 39.12 RCW and the rules and regulations of the Washington State Department of Labor and Industries. The Contractor is also responsible for the payment of prevailing wages to workers, laborers, or mechanics of all subcontractors, of any tier. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Statement of Intent to Pay Prevailing Wages: Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- C. Affidavit of Wages Paid: Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes: Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- E. Statement with pay application; Post Statements of Intent at job site: Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages, as approved, on the Monthly Subcontractors List and Certifications form provided by the Owner. For contracts between the

Contractor and Owner with a Contract Sum in excess of \$10,000, copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- F. Contractor to pay for Statements of Intent and Affidavits: In compliance with Chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each Statement of Intent to Pay Prevailing Wages and/or Affidavit of Wages Paid submitted to the Department of Labor and Industries for certification.
- G. Certified Payrolls: Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.

5.05 HOURS OF LABOR

- A. Overtime: Contractor shall comply with all applicable provisions of RCW 49.28 and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day, provided, that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours of service.
- B. 4-10 Agreements: Notwithstanding the preceding paragraph, RCW 49.28 permits a contractor or subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply to the hours, up to forty hours per week, worked pursuant to any such agreement.

5.06 NONDISCRIMINATION

- A. Discrimination prohibited by applicable laws: Discrimination in all phases of employment is prohibited by, among other laws and regulations, Title VII of the Civil Rights Act of 1964, the Vietnam Era Veterans Readjustment Act of 1974, Sections 503 and 504 of the Vocational Rehabilitation Act of 1973, the Equal Employment Act of 1972, the Age Discrimination Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, and the Washington State Law Against Discrimination, RCW 49.60. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During performance of the Work:
 - 1. Protected Classes: Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
 - 2. Advertisements to state nondiscrimination: Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability.

3. Contractor to notify unions and others of nondiscrimination: Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
4. Owner and State access to Contractor records: Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Pass through provisions to Subcontractors: Contractor shall include the provisions of this section in every Subcontract.

5.07 SAFETY PRECAUTIONS

- A. Contractor responsible for safety: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. Contractor safety responsibilities: In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss, including but not limited to those regarding work with trench shoring, traffic control, dust control, and noise pollution restrictions; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. Contractor shall be liable for any non-compliance penalties or fines assessed by any such public bodies.
- C. Contractor to maintain safety records: Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all safety records.
- D. Contractor to provide HazMat training: Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
 1. Information. At a minimum, Contractor shall inform persons working on the Project site of:
 - a. WAC: The requirements of Chapter 296-62 WAC, General Occupational Health Standards;
 - b. Presence of hazardous chemicals: Any operations in their work area where hazardous chemicals are present; and
 - c. Hazard communications program: The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by Chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

- a. Detecting hazardous chemicals: Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.);
 - b. Hazards of chemicals: The physical and health hazards of the chemicals in the work area;
 - c. Protection from hazards: The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used; and
 - d. Hazard communications program: The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, and how employees can obtain and use the appropriate hazard information.
- E. Hazardous, toxic or harmful substances: Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
 - 1. Illegal use of dangerous substances: Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site, any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 Days on the Project site.
 - 2. Contractor notifications of spills, failures, inspections, and fines: Contractor shall promptly notify Owner of all spills or releases of any hazardous substances which are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. Public safety and traffic: All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. Contractor to act in an emergency: In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. No duty of safety by Owner or A/E: Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.
- I. Site specific safety plan: Prior to commencing any Work on-site, Contractor shall submit an appropriate site specific safety plan for Owner's acceptance. The plan must be tailored to the

needs of the Project and to the types of hazards involved, and be in compliance with WISHA requirements. Contractor shall not begin any on-site Work until the site specific safety plan has been accepted by Owner.

- J. Work on electrical distribution systems: The Contractor shall comply with all laws and regulations, including but not limited to the applicable Safety Standards for Electrical Workers in Chapter 296-45 of the Washington Administrative Code (WAC). Without limiting the Contractor's responsibilities for being familiar with and complying with all applicable regulations, the Contractor shall be familiar with and comply with WAC 296-45-035, WAC 296-45-065, WAC 296-45-325, and WAC 296-45-475 as applicable.

Prior to the Contractor entering the project site of an electrical distribution system, the Contractor shall provide documentation acceptable to the Owner that each employee of the Contractor identified as a Qualified Person meets the definition of a Qualified Person as defined in WAC 296-45-035 and has received the training required by WAC 296-45-065.

- K. Apparel: The Contractor shall ensure that all employees of the Contractor and any subcontractor and other individuals under the Contractor's direction wear Flame Resistant (FR) apparel when working on electrical distribution systems, or when potentially exposed to incident heat generated by an electric arc. The minimum Arc Thermal Protective value of apparel required as Personal Protective Equipment (PPE) on the Owner's electrical distribution system is 8 Cal/cm².

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Limited storage areas: Contractor shall confine all operations, including storage of materials and equipment, to Owner-approved areas, and shall not unreasonably encumber the Project site or public right-of-way with materials or equipment that are not being used for the immediate work.
- B. Temporary buildings and utilities at Contractor expense: Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall be removed by Contractor at its expense upon completion of the Work.
- C. Roads and vehicle loads: Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and reporting by Contractor of demolished materials: Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor responsible for care of materials and equipment on-site: Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor responsible for loss of materials and equipment: Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall

also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.

- G. Dust control: Contractor shall implement dust control measures on and around the Project site, as often as necessary to control dust for every calendar day of the Project. The Contractor shall not permit sediment laden water to flow into the street storm drainage system. The Contractor shall clean sediment build up on the streets prior to Substantial Completion. The Owner shall determine whether Contractor is in compliance with this paragraph.

5.09 PRIOR NOTICE OF EXCAVATION

- A. Excavation defined; Use of locator services: "Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities or utilities, through locator services.
- B. Locator services: The Contractor shall notify the Owner's Representative for locator services within a substation before commencing any excavation within substation property.

5.10 UNFORESEEN PHYSICAL CONDITIONS

- A. Notice requirement for concealed or unknown conditions: If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly and in no event later than 7 Days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- B. Adjustment in Contract Time and Contract Sum: If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum, or both, provided it makes a request therefore as provided in Part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES AND IMPROVEMENTS

- A. Contractor to protect and repair property: Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall not subject any part of the Project to stresses or pressures that will endanger it. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Tree and vegetation protection: Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.

5.12 LAYOUT OF WORK

- A. Advanced planning of the Work: Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.
- B. Layout responsibilities: Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

5.13 MATERIAL AND EQUIPMENT

- A. Contractor to provide new and equivalent equipment and materials: All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of Owner's Representative, is equal to that named in the specifications, unless otherwise specifically provided in the Contract Documents. Contractor shall ensure that all equipment, materials, and articles incorporated into the Work shall be asbestos free.
- B. Contractor responsible for fitting parts together: Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Owner may reject defective Work: Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner. "Defective" describes Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents, or does not meet the requirements of any inspection, test, or approval required by the Contract Documents, or has been damaged prior to approval of final payment.

5.14 AVAILABILITY AND USE OF UTILITY SERVICES

- A. Owner to provide and charge for utilities: Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.
- B. Contractor to install temporary connections and meters: Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 TESTS AND INSPECTION

- A. Contractor to provide for all testing and inspection of Work: Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may conduct tests and inspections: Owner may, at any reasonable time, conduct such inspections and tests as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
1. Constitute or imply acceptance;
 2. Relieve Contractor of responsibility for providing adequate quality control measures;
 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment;
 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents; or
 5. Impair Owner's right to reject defective or nonconforming items, or to avail itself of any other remedy to which it may be entitled.
- C. Inspections or inspectors do not modify Contract Documents: Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- D. Contractor responsibilities on inspections: Contractor shall promptly furnish, without additional charge, all facilities, labor, material and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.
- E. Owner's inspector: Owner's Representative may appoint inspectors to inspect all materials used and all Work done. Such inspection may extend to any or all parts of the Work and to the preparation or manufacture of the materials to be used. The inspectors are not authorized to revoke, alter, enlarge, or relax the provisions of the Contract Documents, nor to approve or accept any portion of the Work or to issue instructions contrary to the Contract Documents. An inspector is placed on the Work site to review the Work and to keep the Owner's Representative informed as to the progress of the Work and the manner in which it is being done. The inspector shall also call the attention of the Contractor to any deviations from the Contract Documents, but failure of the inspector or Owner's Representative to call the attention of the Contractor to faulty Work, deviations

from, or infringements upon the Contract Documents shall not constitute acceptance of said Work. The inspector has the authority to reject defective material and to suspend any Work that is being improperly done, subject to the final decision of the Owner's Representative. The inspector will exercise such additional authority as may, from time to time, be especially delegated to him by the Owner's Representative, and such inspection duties may also be performed by the Owner's Representative.

- F. Owner visits to site: The Contractor shall provide access, at reasonable times, to the Owner's Representative and other agents of the Owner for observation of the Work, inspection, and testing. The Contractor shall provide proper and safe facilities for such access. The Owner's Representative and/or inspector will observe the progress and quality of the executed Work and determine, in general, if the Work and Project is proceeding in accordance with the Contract Documents. Owner's Representative and/or inspector are not required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The efforts of the Owner's Representative and/or inspector will be directed toward providing assurance that the completed Project will conform to the requirements of the Contract Documents. Neither observations by the Owner's Representative and/or inspectors, nor inspections, tests or approvals by persons other than the Contractor shall relieve Contractor from its obligations to perform the Work in accordance with the requirements of the Contract Documents.

5.16 CORRECTION OF NONCONFORMING WORK

- A. Work covered by Contractor without inspection: If a portion of the Work is covered contrary to the requirements in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. Payment provisions for uncovering covered Work: If, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which has been covered, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and, if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes such a request as provided in Part 7. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor to correct and pay for non-conforming Work: Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. Contractor's compliance with warranty provisions: If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under Section 6.08, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so, without cost to the Owner. Owner shall give such notice promptly after discovery of the condition. This period of one year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for one year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.

- E. Contractor to remove non-conforming Work: Contractor shall remove from the Project site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- F. Owner may charge Contractor for non-conforming Work: If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor to pay for damaged Work during correction: Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. No Period of limitation on other requirements: Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations which Contractor might have according to the Contract Documents. Establishment of the time period of one year as described in Section 5.16D relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. Owner may accept non-conforming Work and charge Contractor: If Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract Sum may be reduced as appropriate and equitable.

5.17 CLEAN UP

Contractor to keep site clean and leave it clean: Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials, and other debris resulting from the Work. Before completing the Work, Contractor shall remove from the premises all waste materials, rubbish, debris, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

5.18 ACCESS TO WORK

Owner and A/E access to Work site: Contractor shall provide Owner and A/E access to the Work in progress wherever located.

5.19 OTHER CONTRACTS

Owner may award other contracts; Contractor to cooperate: Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. Subcontractor Responsibility: The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide

documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- B. Provide names of Subcontractors and use qualified firms: No later than five (5) days after the Notice to Proceed date, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents.
- C. Subcontracts in writing and pass through provision: All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds. Nothing in the Contract Documents shall imply any contractual relationship between any Subcontractor and the Owner.
- D. Coordination of Subcontractors; Contractor responsible for Work: Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- E. Automatic assignment of subcontracts: Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:

1. Effective only after termination and Owner approval: The assignment is effective only after termination by Owner for cause pursuant to Section 9.01 and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
2. Owner assumes Contractor's responsibilities: After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor which Contractor assumed in the Subcontract.
3. Impact of bond: The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

5.21 WARRANTY OF CONSTRUCTION

- A. Contractor warranty of Work: In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. Contractor responsibilities: With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
 1. Obtain warranties: Obtain all warranties that would be given in normal commercial practice;
 2. Warranties for benefit of Owner: Require all warranties to be executed, in writing, for the benefit of Owner;
 3. Enforcement of warranties: Enforce all warranties for the benefit of Owner, if directed by Owner; and
 4. Contractor responsibility for subcontractor warranties: Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranties should they extend beyond the period specified in the Contract Documents.
- C. Warranties beyond Final Acceptance: The obligations under this section shall survive Final Acceptance.

5.22 INDEMNIFICATION

- A. The Contractor 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 in connection with the 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

PAYMENT AND COMPLETION

PART 6 – PAYMENTS AND COMPLETION

6.01 CONTRACT SUM

Owner shall pay Contract Sum: Owner shall pay Contractor the Contract Sum plus state sales tax for performance of the Work, in accordance with the Contract Documents.

6.02 SCHEDULE OF VALUES

Contractor to submit Schedule of Values: Before submitting its first Application for Payment, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principal category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, O&M manuals, and any other requirements for Project closeout, and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

6.03 APPLICATION FOR PAYMENT

- A. Monthly Application for Payment with substantiation: At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. Contractor certifies Subcontractors paid: By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with RCW 60.28.011, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in Section 1.03, are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. Reconciliation of Work with Progress Schedule: At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress Schedule.
- D. Payment for material delivered to site or stored off-site: If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
 - 1. Suitable facility or location: The material will be placed in a facility or location that is structurally sound, dry, lighted and suitable for the materials to be stored;
 - 2. Facility or location within 10 miles of Project: The facility or location is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
 - 3. Facility or location exclusive to Project's materials: Only materials for the Project are stored within the facility or location (or a secure portion of a facility or location set aside for the Project);

4. Insurance provided on materials in facility or location: Contractor furnishes Owner a certificate of insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
5. Facility or location locked and secure: The facility or location (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access;
6. Owner right of access to facility or location: Owner shall at all times have the right of access in company of Contractor;
7. Contractor assumes total responsibility for stored materials: Contractor and its surety assume total responsibility for the stored materials; and
8. Contractor provides documentation and Notice when materials moved to site: Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish Notice to Owner when materials are moved from storage to the Project site.

6.04 PROGRESS PAYMENTS

- A. Owner to pay within 30 Days: Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 Days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with Chapter 39.76 RCW if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Withholding retainage; Options for retainage: Owner shall retain 5% of the amount of each progress payment until 45 Days after Final Acceptance and receipt of all documents required by law or the Contract Documents, including, at Owner's request, consent of surety to release of the retainage. Owner may permit Contractor to submit a retainage bond on an Owner provided form in lieu of the retained funds.
- C. Title passes to Owner upon payment: Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.

6.05 PAYMENTS WITHHELD

- A. Owner's right to withhold payment: Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
 1. Non-compliant Work: Work not in accordance with the Contract Documents;
 2. Remaining Work to cost more than unpaid balance: Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum;
 3. Owner correction or completion Work: Work by Owner to correct defective Work or complete the Work in accordance with Section 5.16;
 4. Contractor's failure to perform: Contractor's failure to perform in accordance with the Contract Documents; or

5. Contractor's negligent acts or omissions: Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. Owner to notify Contractor of withholding for unsatisfactory performance: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with Chapter 39.76 RCW.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

Chapters 39.08 RCW and 60.28 RCW incorporated by reference: Chapters 39.08 RCW and 60.28 RCW, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

6.07 SUBSTANTIAL COMPLETION

Substantial Completion defined: Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner has full and unrestricted use and benefit of the facilities (or the designated portion thereof and approved by Owner) for the use for which it is intended. All Work other than incidental corrective and incidental punch list work shall be completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

6.08 PRIOR OCCUPANCY

- A. Prior Occupancy defined; Restrictions: Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("Prior Occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, Prior Occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Damage; Duty to repair and warranties: Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss of or damage to the Work resulting from Prior Occupancy. Contractor's one year duty to repair any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

6.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

- A. Final Completion defined: Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing, but in no case shall constitute Final Acceptance which is a subsequent, separate, and distinct action.
- B. Final Acceptance defined: Final Acceptance shall be achieved when the Contractor has completed the requirements of the Contract Documents. The date Final Acceptance is achieved shall be established by Owner in writing. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the

amounts and other details thereof. Neither Final Acceptance, nor final payment, shall release Contractor or its sureties from any obligations of these Contract Documents or the payment and performance bonds, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Final payment waives Claim rights: Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to Owner of all claims by Contractor, or any such Subcontractor, for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in Part 8.
- D. Adjustment in quantities: Prior to final payment, the Owner will issue a Change Order reconciling any estimated quantities bid with actual quantities used during the performance of the Work, and the Contract Sum shall be adjusted accordingly.

CHANGES

PART 7 – CHANGES

7.01 CHANGES IN THE WORK

- A. Changes in Work, Contract Sum, and Contract Time by Change Order: Owner may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in Section 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. Owner may request Change Order Proposal from Contractor: If Owner desires to order a change in the Work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order Proposal within 14 Days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order Proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Change Order Proposal negotiations: Upon receipt of the Change Order Proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in Sections 7.02 and 7.03, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. Change Order as full payment and final settlement: If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

- E. Failure to agree upon terms of Change Order; Final offer and Claims: If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 Days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer, or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in Part 8.
- F. Field Orders: The Owner may direct the Contractor to proceed with a change in the work through a written Field Order when the time required to price and execute a Change Order would impact the Project.

The Field Order shall describe and include the following:

1. The scope of work
2. An agreed upon maximum not-to-exceed amount
3. Any estimated change to the Contract Time
4. The method of final cost determination in accordance with the requirements of Part 7 of the General Conditions
5. The supporting cost data to be submitted in accordance with the requirements of Part 7 of the General Conditions

Upon satisfactory submittal by the Contractor and approval by the Owner of supporting cost data, a Change Order will be executed. The Owner will not make payment to the Contractor for Field Order work until that work has been incorporated into an executed Change Order.

7.02 CHANGE IN THE CONTRACT SUM

A. General Application

1. Contract Sum changes only by Change Order: The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order Proposal. The Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time for work performed by Contractor without authorization of an executed Change Order, except in an emergency as provided in Section 5.07G, and except as provided in Section 7.01F and Section 5.16B.
2. Owner fault or negligence as basis for change in Contract Sum: If the cost of Contractor's performance is changed due to the fault or negligence of Owner, or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent: Contractor's changed cost of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of Force Majeure as defined in Section 3.05.
 - (a) Notice and record keeping for equitable adjustment: A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 Days of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall

immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested shall promptly furnish copies of such records to Owner.

- (b) Content of notice for equitable adjustment; Failure to comply: Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (c) Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph a. above with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner. When the request for compensation relates to a delay, or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with Section 7.03C. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 - (d) Contractor to proceed with Work as directed: Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
 - (e) Contractor to combine requests for same event together: Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.
3. Methods for calculating Change Order amount: The value of any Work covered by a Change Order, or of any request for an equitable adjustment in the Contract Sum, shall be determined by one of the following methods:
- a. Fixed Price: On the basis of a fixed price as determined in paragraph 7.02B.
 - b. Unit Prices: By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. Time and Materials: On the basis of time and material as determined in paragraph 7.02D.
4. Fixed price method is default; Owner may direct otherwise: When Owner has requested Contractor to submit a Change Order Proposal, Owner may direct Contractor as to which method in subparagraph 3 above to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work, or of a request for an equitable adjustment, on the basis of the fixed price method.

B. Change Order Pricing – Fixed Price

Procedures: When the fixed price method is used to determine the value of any Work covered by a Change Order, or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:

1. Breakdown and itemization of details on Change Order Proposal: Contractor's Change Order Proposal, or request for adjustment in the Contract Sum, shall be accompanied by a complete itemization of the costs, including labor, material, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below, and shall be submitted on breakdown sheets in a form approved by Owner.
2. Use of industry standards in calculating costs: All costs shall be calculated based upon appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
3. Costs contingent on Owner's actions: If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
4. Markups on Additive and Deductive Work: The cost of any Additive or Deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on Deductive changes in the Work. Where a change in the Work involves Additive and Deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond and insurance markups will apply to the net difference.
5. Breakdown not required if change less than \$1,000: If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
6. Breakdown required if change between \$1,000 and \$2,500: If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
 - a. lump sum labor;
 - b. lump sum material;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.
7. Components of increased cost: Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
 - a. Craft labor costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor, as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:

- (1) Basic wages and benefits: Hourly rates and benefits as stated on the Department of Labor and Industries approved "statement of intent to pay prevailing wages" or a higher amount if approved by the Owner. Direct supervision shall be a reasonable percentage not to exceed 15% of the cost of direct labor. No supervision markup shall be allowed in a Change Order that contains direct labor costs for a working supervisor's hours (including any category of foreman).
 - (2) Worker's insurance: Direct contributions to the state of Washington for industrial insurance; medical aid; and supplemental pension, by the class and rates established by the Department of Labor and Industries.
 - (3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - (4) Travel allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
 - (5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% of the sum of the amounts calculated in (1), (2), and (3) above.
- b. Material costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
- c. Equipment costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work, or for additional rental costs actually incurred by the Contractor. The Contractor's cost for utility vehicles and other items such as pickup trucks, vans, flatbed trucks, storage trailers, containers, etc., that are already in use or planned for use on the Project will not be compensated in Change Order work except for the time that, in the opinion of the Owner, such items: (1) are directly and necessarily used for the performance of the change work; and (2) the cost of using such items has not been included within the Contractor's total project overhead costs. Equipment charges shall be computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
- (1) Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
 - (2) The National Electrical Contractors Association for equipment used on electrical work.
 - (3) The Mechanical Contractors Association of America for equipment used on mechanical work.

The Equipment Watch Rental Rate Blue Book shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed that shown in the AGC WSDOT Equipment Rental Agreement, current edition on the Contract execution date.

- d. Allowance for small tools, expendables & consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

- (1) 3% for Contractor: For Contractor, 3% of direct labor costs.
- (2) 5% for Subcontractors: For Subcontractors, 5% of direct labor costs.

Expendables and consumables supplies directly associated with the change in Work must be itemized.

- e. Subcontractor costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.
- f. Allowance for overhead: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any change in the Contract Sum. If the Contractor is compensated under Section 7.03D, the amount of such compensation shall be reduced by the amount Contractor is otherwise entitled to under this subsection (f). This allowance shall compensate Contractor for all noncraft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, B&O taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the rates below:

(1). Projects less than \$3 million: For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
- (c) Contractor markup for Subcontractor Work: For Contractor, for any work performed by its Subcontractor(s) 6% of the first \$50,000 of the amount due each Subcontractor, and 4% of the remaining amount if any.
- (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
- (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.

- (2). Projects more than \$3 million: For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:
- (a) Contractor markup on Contractor Work: For Contractor, for any Work actually performed by Contractor's own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (b) Subcontractor markup for Subcontractor Work: For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% of the first \$50,000 of the cost, and 4% of the remaining cost, if any.
 - (c) Contractor markup for Subcontractor Work: For Contractor, for any Work performed by its Subcontractor(s), 4% of the first \$50,000 of the amount due each Subcontractor, and 2% of the remaining amount if any.
 - (d) Subcontractor markup for lower tier Subcontractor Work: For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% of the first \$50,000 of the amount due the sub-Subcontractor, and 2% of the remaining amount if any.
 - (e) Basis of cost applicable for markup: The cost to which overhead is to be applied shall be developed in accordance with Section 7.02B 7a. – e.
- g. Allowance for profit: Allowance for profit is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
- (1) Contractor / Subcontractor markup for self-performed Work: For Contractor or Subcontractor of any tier for work performed by their forces, 6% of the cost developed in accordance with Section 7.02B 7a. – e.
 - (2) Contractor / Subcontractor markup for Work performed at lower tier: For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% of the subcontract cost developed in accordance with Section 7.02B 7a. – h.
- h. Insurance and bond premiums: Cost of change in insurance or bond premium: This is defined as:
- (1) Contractor's liability insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - (2) Payment and Performance Bond: The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The cost of any change in insurance or bond premium shall be added after overhead and allowance for profit are calculated in accordance with subparagraph f. and g above.

C. Change Order Pricing – Unit Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:

- a. Scope: Scope of work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates for material quantities; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Leave access as appropriate for quantity measurement; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and satisfy the following requirements:
- a. Unit prices must include overhead, profit, bond and insurance premiums: Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead, profit, bond, and insurance costs; and
 - b. Owner verification of quantities: Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing – Time-and-Material Prices

1. Content of Owner authorization: Whenever Owner authorizes Contractor to perform Work on a time-and-material basis, Owner's authorization shall clearly state:
- a. Scope: Scope of Work to be performed;
 - b. Reimbursement basis: Type of reimbursement including pre-agreed rates, if any, for material quantities or labor; and
 - c. Reimbursement limit: Cost limit of reimbursement.
2. Contractor responsibilities: Contractor shall:
- a. Identify workers assigned: Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working;
 - b. Provide daily timesheets: Identify on daily time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets within 2 working days for Owner's review.
 - c. Allow Owner to measure quantities: Leave access as appropriate for quantity measurement;
 - d. Perform Work efficiently: Perform all Work in accordance with this section as efficiently as possible; and

- e. Not exceed Owner's cost limit: Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Cost breakdown consistent with Fixed Price requirements: Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
 - a. Timesheets: Labor detailed on daily time sheets; and
 - b. Invoices: Invoices for material.

E. Change Order Pricing – Increased/Decreased Quantities

- 1. Increased quantities: Either party to the Contract will be entitled to renegotiate the price for that portion of the actual quantity in excess of 125 percent of any original bid quantity estimate on the Bid Form. The price for increased quantities will be determined by agreement of both parties, or, where the parties cannot agree, the price will be determined by the Owner's Representative based upon the actual costs to perform the work, including reasonable markup for overhead and profit.
- 2. Decreased quantities: Either party to the Contract will be entitled to an equitable adjustment if the actual quantity of work performed is less than 75 percent of the original bid quantity estimate on the Bid Form. The equitable adjustment in the case of decreased quantities shall be based upon any increase or decrease in costs due solely to the variation of the estimated quantity. The total payment for any item will be limited to no more than 75% of the amount originally bid for the item.
- 3. Limitations: The following limitations shall apply to increased/decreased quantities:
 - a. Equipment: The equipment rates shall be actual costs but shall not exceed rates set for in the Associated General Contractors Washington State Department of Transportation (AGC WSDOT) Equipment Rental Agreement current edition, on the Contract execution date.
 - b. Overhead: No payment will be made for extended or unabsorbed home office overhead and field overhead expense to the extent that there is an unbalanced allocation of such expenses among the contract bid items.
 - c. Consequential damages and profits: No payment for consequential damages or loss of anticipated profits will be allowed because of any variance in quantities from those originally shown on the Bid Form or other Contract Documents.

7.03 CHANGE IN THE CONTRACT TIME

- A. Change Order Proposal requests for Contract Time: The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order Proposal.
- B. Time extension permitted if not Contractor's fault: If the time of Contractor's performance is changed due to an act of Force Majeure, or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor, or anyone for whose acts Contractor is responsible.
 - 1. Notice and record keeping for Contract Time request: A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 Days

of the occurrence of the event giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such record and if requested, shall promptly furnish copies of such record to Owner.

2. Timing and content of Contractor's Notice: Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 Days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and to the extent possible the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 3. Contractor to provide supplemental information: Within 30 Days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with subparagraph 7.03B.2 with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
 4. Contractor to proceed with Work as directed: Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Contractor to demonstrate impact on critical path of schedule: Any change in the Contract Time covered by a Change Order, or based on a request for an equitable adjustment in the Contract Time, shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order Proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by resequencing of the Work or other reasonable alternatives.
- D. Cost of change in Contract Time: Contractor may request compensation for the cost of a change in Contract Time in accordance with this paragraph, 7.03D, subject to the following conditions:
1. Must be solely fault of Owner or A/E: The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E;
 2. Procedures: Contractor shall follow the procedure set forth in paragraph 7.03B;
 3. Demonstrate impact on critical path: Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and

4. Limitations on daily costs: The daily cost of any change in Contract Time shall be limited to the items below, less the amount of any change in the Contract Sum the Contractor may otherwise be entitled to pursuant to Section 7.02B 7f for any change in the Work that contributed to this change in Contract Time:
 - a. Non-productive supervision or labor: cost of nonproductive field supervision or labor extended because of delay;
 - b. Weekly meetings and indirect activities: cost of weekly meetings or similar indirect activities extended because of the delay;
 - c. Temporary facilities or equipment rental: cost of temporary facilities or equipment rental extended because of the delay;
 - d. Insurance premiums: cost of insurance extended because of the delay;
 - e. Overhead: general and administrative overhead in an amount to be agreed upon, but not to exceed 3% of the Contract Award Amount divided by the originally specified Contract Time for each Day of the delay.

CLAIMS AND DISPUTE RESOLUTION

PART 8 – CLAIMS AND DISPUTE RESOLUTION

8.01 CLAIMS PROCEDURE

- A. Claim is Contractor's remedy: If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in Section 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in Section 7.02 or the Contract Time as provided in Section 7.03, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Claim filing deadline for Contractor: Contractor shall file its Claim within 120 Days from Owner's final offer made in accordance with paragraph 7.01E, or by the date of Final Acceptance, whichever occurs first.
- C. Claim must cover all costs and be documented: The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
 1. Factual statement of Claim: A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. Dates: The date on which facts arose which gave rise to the Claim;
 3. Owner and A/E employee's knowledgeable about Claim: The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. Support from Contract Documents: The specific provisions of the Contract Documents which support the Claim;

5. Identification of other supporting information: The identification of any documents and the substance of any oral communications that support the Claim;
 6. Copies of supporting documentation: Copies of any identified documents, other than the Contract Documents, that support the Claim;
 7. Details on Claim for Contract Time: If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time;
 8. Details on Claim for adjustment of Contract Sum: If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail as required by Section 7.02; and
 9. Statement certifying Claim: A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.
- D. Owner's response to Claim filed: After Contractor has submitted a fully documented Claim that complies with all applicable provisions of Parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. Response time for Claim less than \$50,000: If the Claim amount is less than \$50,000, with a decision within 60 Days from the date the Claim is received; or
 2. Response time for Claim of \$50,000 or more: If the Claim amount is \$50,000 or more, with a decision within 60 Days from the date the Claim is received, or with notice to Contractor of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. Owner's review of Claim and finality of decision: To assist in the review of Contractor's Claim, Owner may visit the Project site, or request additional information, in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision as set forth above shall be final and conclusive as to all matters set forth in the Claim.
- F. Waiver of Contractor rights for failure to comply with this Section: Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time, shall be conclusively deemed to have been waived by the Contractor unless made in accordance with the requirements of this Section.

8.02 Not Used

8.03 CLAIMS AUDITS

- A. Owner may audit Claims: All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

- B. Contractor to make documents available: In support of Owner audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
1. Daily time sheets and supervisor's daily reports;
 2. Collective bargaining agreements;
 3. Insurance, welfare, and benefits records;
 4. Payroll registers;
 5. Earnings records;
 6. Payroll tax forms;
 7. Material invoices, requisitions, and delivery confirmations;
 8. Material cost distribution worksheet;
 9. Equipment records (list of company equipment, rates, etc.);
 10. Vendors', rental agencies', Subcontractors', and agents' invoices;
 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts;
 12. Subcontractors' and agents' payment certificates;
 13. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 16. Planned resource loading schedules and summaries;
 17. General ledger;
 18. Cash disbursements journal;
 19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work;
 20. Depreciation records on all company equipment whether these records are maintained by the company involved, its accountant, or others;
 21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents;
 22. All nonprivileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim;

- 23. Work sheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and
- 24. Work sheets, software, and all other documents used by Contractor to prepare its bid.
- C. Contractor to provide facilities for audit and shall cooperate: The audit may be performed by employees of Owner or a representative of Owner. Contractor, and its Subcontractors, shall provide adequate facilities acceptable to Owner, for the audit during normal business hours. Contractor, and all Subcontractors, shall make a good faith effort to cooperate with Owner's auditors.

TERMINATION OF WORK

PART 9 – TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. 7 Day Notice to Terminate for Cause: Owner may, upon 7 Days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for cause upon the occurrence of any one or more of the following events:
 - 1. Contractor fails to prosecute Work: Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time;
 - 2. Contractor bankrupt: Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;
 - 3. Contractor fails to correct Work: Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents;
 - 4. Contractor fails to supply workers or materials: Contractor repeatedly fails to supply skilled workers or proper materials or equipment;
 - 5. Contractor failure to pay Subcontractors or labor: Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor;
 - 6. Contractor fails to maintain insurance: Contractor fails to maintain current insurance coverage as required in the Contract Documents;
 - 7. Contractor violates laws: Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
 - 8. Contractor in material breach of Contract: Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Owner's actions upon termination: Upon termination, Owner may at its option:
 - 1. Take possession of Project site: Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the Work;

2. Accept assignment of Subcontracts: Accept assignment of subcontracts pursuant to Section 5.20; and
 3. Finish the Work: Finish the Work by whatever other reasonable method it deems expedient.
- C. Surety's role: Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. Contractor's required actions: When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in paragraph 9.02B, and shall not be entitled to receive further payment until the Work is accepted.
- E. Contractor to pay for unfinished Work: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Contractor and Surety still responsible for Work performed: Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. Conversion of "Termination for Cause" to "Termination for Convenience": If Owner terminate Contractor for cause and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to Section 9.02.

9.02 TERMINATION BY OWNER FOR CONVENIENCE

- A. Owner Notice of Termination for Convenience: Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work, or any part of it, for the convenience of Owner.
- B. Contractor response to termination Notice: Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Cease Work: Stop performing Work on the date and as specified in the notice of termination;
 2. No further orders or Subcontracts: Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated;
 3. Cancel orders and Subcontracts: Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated;
 4. Assign orders and Subcontracts to Owner: Assign to Owner all of the right, title, and interest of Contractor in all orders and subcontracts;
 5. Take action to protect the Work: Take such action as may be necessary or as directed by Owner to preserve and protect the Work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest; and

6. Continue performance not terminated: Continue performance only to the extent not terminated.
- C. Terms of adjustment in Contract Sum if Contract terminated: If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus reasonable allowance for overhead and profit on Work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages, whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of Part 7.
- D. Owner to determine whether to adjust Contract Time: If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

MISCELLANEOUS PROVISIONS

PART 10 – MISCELLANEOUS PROVISIONS

10.01 GOVERNING LAW

Applicable law and venue: The Contract Documents and the rights of the parties herein shall be governed by the laws of the state of Washington. Venue shall be in Benton County, Washington.

10.02 SUCCESSORS AND ASSIGNS

Bound to successors; Assignment of Contract: Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the state of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

10.03 MEANING OF WORDS

Meaning of words used in Specifications: Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the drawings, or required to complete the installation.

10.04 RIGHTS AND REMEDIES

No waiver of rights: No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall action or failure to act constitute approval or an acquiescence in a breach therein, except as may be specifically agreed in writing.

10.05 CONTRACTOR REGISTRATION

Contractor must be registered or licensed: Pursuant to RCW 39.06, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to RCW 18.27.

10.06 TIME COMPUTATIONS

Computing time: When computing any period of time, the day of the event from which the period of time begins shall be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

Six year records retention period: The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with Section 8.03, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

10.08 THIRD-PARTY AGREEMENTS

No third party relationships created: The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

10.09 ANTITRUST ASSIGNMENT

Contractor assigns overcharge amounts to Owner: Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges which result from antitrust violations commencing after the Contract Sum is established and which are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts, and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

10.10 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference, and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

END OF SECTION

TECHNICAL SPECIFICATIONS

DEFINITIONS:

Bidder shall mean a potential **Contractor** prior to awarding the Contract.

Project Manager shall mean the Owner's project manager.

Engineer shall mean the Owner's engineer or authorized engineering representative.

Contract shall mean the terms under which the **Contractor** has agreed to complete the work.

SCOPE OF WORK:

The work includes furnishing all equipment, machinery, tools, labor, transportation, and other means required to construct the projects in strict accordance with the Construction Contract and Specification Document. The following project is based on:

This project includes providing dark fiber access to the Horn Rapids Business and Industrial Parks from the City of Richland's fiber optic backbone. Using the City's existing vaults, conduits, power poles and fiber the awarded Contractor will install additional vaults and conduit to provide a complete pathway in which additional fiber will be pulled and spliced

The Contractor shall perform complete work regardless of possible omissions in the Specifications. The contractor will provide all material, items that are missing shall be furnished by the Contractor to produce a complete working system in conformity with the intent of the work. The Project Manager shall have final authority in determining the Contractor's responsibility to complete all work in conformance with the Specifications. The Project Manager shall have the final authority to direct the Contractor to correct any and all work that has been improperly performed, at no additional cost to the Owner.

INTERPRETATION OF DOCUMENTS AFTER CONTRACT AWARDED:

Report any errors or ambiguities in the Specifications to the Project Manager as soon as detected. The Project Manager with the assistance of the Engineer shall interpret the intended meaning of the Specifications and his/her interpretation shall be final.

If any construction problem arises that is not covered by these Specifications, the Project Manager shall be consulted immediately and shall render a decision regarding the problem. Failure to notify the Project Manager may preclude any consideration of change to the Contract time or price.

COORDINATION:

The Contractor is responsible for coordinating the notification of all involved utility companies prior to starting any excavation work to determine the location of any underground facilities. The Contractor shall repair any damaged underground equipment/cable without additional cost to the Owner.

Contractor shall be required to attend a preconstruction conference with the Project Manager and any other party involved with the Project. The Contractor's Superintendent (field man-in-charge) shall also attend the conference. At the conference, the Contractor and Owner shall discuss the following:

1. Construction sequence, methods and equipment to be used in all phases.
2. Tentative access and Right-of-Way roads.
3. Location(s) of staging area(s).

4. Work outside of Owner's business hours.
5. Hygiene, first aid and safety.

Contractor bears sole responsibility under the law for the safety of its own personnel and for persons entering the work site as agents or visitors of the Contractor.

CLEANUP:

The Right-of-Way and staging area(s) shall be kept in a neat and orderly condition, as stipulated below. The Project Manager may at any time during construction order a general cleanup of the site as a part of the work under this section. Such cleanup shall not result in any additional cost to the Owner.

At the time they become scrap, all wire clippings, bundle ties, and nails, breakaway bolt heads and nuts, and other metallic scrap are to be picked up.

All garbage, lunch wraps, equipment parts, oil filters, petroleum products and light packaging material such as plastic, paper, and cardboard are to be removed on a daily basis.

After completion of construction, all survey debris - stakes, lath, flagging, etc. shall be removed by the Contractor.

The Contractor shall dispose of waste, trash and debris in a manner acceptable to the Project Manager.

Final Cleanup of Facilities: Prior to final inspection by the Project Manager and after all construction work is essentially complete, the Contractor shall thoroughly clean up all facilities.

Items to be cleaned up include but are not limited to all work staging areas, material storage areas, structures and facilities, access areas, and all other sites and facilities within or incidental to the construction.

FINAL INSPECTION:

Requirements Preparatory to Final Inspection:

Contractor shall notify the Project Manager to perform a preliminary final inspection for the purpose of determining the state of completion of the Project. Contractor shall notify the Project Manager at least seven (7) days in advance of the time this inspection is to be performed. From the information gathered from this inspection, the Project Manager shall prepare a punch list of work to be performed, corrected or completed before the Project will be accepted. All work on the punch list shall be completed by the Contractor prior to final inspection.

After the completion of the punch list items, if any, the Project Manager will coordinate a final inspection with the Contractor. At the completion of any corrections noted on the final inspection, the Contractor shall complete the Certificate of Contractor and Indemnity Agreement prior to receiving final payment.

RECORD DOCUMENTS:

Contractor shall maintain in a safe place at the site one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction.

Upon completion of the work, the Contractor shall provide the Project Manager with a marked up copy of the Construction Drawings. All changes made during construction shall be shown. Record copies should

include bore depths and utility crossings. Utilities should be shown with depth of utility and location identified by pot-holing. All bores will require pot-holing and field documentation to verify location and depth of utilities, copied and provided to City.

Contractor's progress payment retention will not be released until the Project Manager receives the actual Construction Drawings with all changes recorded on the original documents.

ACCESS:

Access to some of the new and existing structures are alongside of existing roadways and driveways. Other access is along level ground with minimal sloping of terrain.

CONSTRUCTION UNITS:

These construction units describe the work the Contractor will perform to provide complete in-place units. The unit price shall include all labor, transportation and expenses required to reinstall any conductors, material, hardware or equipment temporarily detached to complete the intended work of the Specifications. Questions regarding the construction of the "Units" shall be directed to the Project Manager. Material other than specified requires equivalent or better substitution and subject to written approval by owner prior to installation.

FIBER OPTIC SPLICING ASSEMBLY UNITS:

- **FUSION SPLICER:** Unit consists of all labor, material and equipment (unless otherwise specified) required to perform one fusion splice and secure the completed splice in a splice tray, including labeling cables and fibers. Unit includes preparation, cleaning, cleaving, fusion welding, installing heat shrink sleeve and securing the buffer tube, slack fiber and completed splice in a splice tray. Unit also includes post-installation testing to include: Power meter test, OTDR tests, pigtail splice loss tests, excess fiber optic coefficient tests, fiber continuity and length determinations (both ends) and insertion loss attenuation (both ends). Splices that do not conform to designated splice loss parameters shall be broken and re-spliced, multiple times if necessary until splice is within the designated parameter. Unless otherwise specified, all labor and material to enter an existing case for the purpose of installing an additional cable or modifying an existing splice shall be part this unit, whether or not identified in the construction drawings. All activities to enter the case is considered included, removal of the existing closure, removal of filling compound, modification of the end plates, preparing the new cable including outer and inner sheaths, core, buffer tubes, strength member, installation of the new cable into the closure, re-installation of the existing closure, filling the closure with re-enterable compound if required, flash testing and replacement of the closure.

NONFILLED SPLICE CLOSURE ASSEMBLY UNITS; Contractor responsible for all material required to complete splice.

- **NEW NONFILLED (FREE-BREATHING) PLP DOME TYPE SPLICE CLOSURE AND ORGANIZER TRAY FOR FIBER OPTIC CABLE:** Unit consists of all labor, material and equipment required to install one splice closure complete and in place with all necessary fixtures, brackets, grommets, trays, gaskets, organizers, straps and other ancillary components to form complete, installed fiber optic splices per the manufacturer's recommendation for the installation environment. Unit includes cable preparation including outer and inner sheaths, shield, core,

buffer tube, strength members, bonding shields if present, connection of ground wires, filling with re-enterable compound if required, flash testing and placement of closure at designated location. Contractor responsible for all material to complete splice.

UNDERGROUND CONDUIT ASSEMBLY:

- **UNDERGROUND CONDUIT:** Consists of one (1) foot of single or multi-duct conduit in place, a minimum of 36" of depth, unless otherwise specified. This unit includes all material, equipment and labor for the placement of the conduit to the depth specified. Unit includes labor and material to place a #12 tracer wire in the conduit, unless otherwise specified as a separate unit will be installed as part of the UD unit meeting specifications defined by the BM-LW (install tracer wire) unit. This unit also includes surface restoration (dirt or gravel) unless otherwise shown and vaults as required. Contractor to furnish conduit (HDPE, SDR11, smoothwall conduit or schedule 40 PVC with long utility couplings and all connectors, couplings, spacers, adapters, fittings, solvents, cement and accessories, including grout if required to complete installation. The conduit will be placed within the utility easements according to City standards. Conduit will consist of labor and material to install/place with a bore unit or as conduit in trench; boring, excavation and backfilling will be part of other units. All underground conduits shall be consistent material type from transition point to transition point to avoid changing duct specifications and joining PVC to SDR-11.
- **UNDERGROUND VAULT ASSEMBLY UNITS:** Unit consists of labor, material and equipment to install one (1) underground vault, including the base, steel lid, mounting hardware, and crushed rock. Contractor supplies all backfill and rock. Unit also includes the labor and all material (unless otherwise specified) to install, bond, and connect a 5/8" copper clad steel ground rod at vault locations for grounding locate wire, utilizing standard practices. The contractor will provide rod and bonding connectors (tracer wire part of other units). Vault shall be installed flush with ground and set on base of clean 3/8" crushed rock or gravel, 6" deep and extending 6" beyond each side.

FIBER OPTIC CABLE ASSEMBLY UNIT:

- **UNDERGROUND FIBER OPTIC CABLE ASSEMBLY:** Unit consists of one (1) foot of underground fiber optic cable installed in underground conduit and vault or handhole. This unit also consists of continuity/reel test, setting up the cable within the vault or handhole, providing and placing cable supports and cable rack hooks, pulling-in wires, duct seals or plugs, installation of wrap around fiber tags (logo as specified by City) at all accessible locations, manhole cable racks, and rodding and cleaning of ducts, all as required in accordance with the detailed plans and specifications. This unit also include providing cable loops specified at slack and splice points. This unit does not include cable closure assembly or cable splicing, they will be specified separately. The length of cable for compensation purposes is determined by measuring the distances paralleling the cable plus the vertical lengths of cable installed on supporting structures. This unit shall include cleaning out and/or pumping out of vaults or handholes if required. Contractor to furnish cable.

MISCELLANEOUS ASSEMBLY UNITS:

- **CABLE/CONDUIT ENTRANCE:** Consists of one (1) foot of single or multi-duct conduit in place. This unit includes all material, equipment and labor for the installation and construction of building entrance conduit and all affiliated items, including hangers and pull boxes, as shown in the construction drawings and details. This unit also includes penetrating, sealing and restoring the entry location as required, unless masonry and separate core drill unit is specified.
- **CONCRETE ASSEMBLY UNIT:** Consists of labor and material necessary to remove and restore one (1) lineal foot of concrete pavement measured along the route of the cable. Any additional trenching which may be necessary for the installation of buried cable or conduit is included in other units. All work shall be performed as required in accordance with federal, state and/or local construction standards. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation, forms, wire, rebar, pouring, compacting, finishing and edging the new concrete surface and final cleanup.
- **ASPHALT ASSEMBLY UNIT:** Consists of labor and material necessary to remove and restore one (1) lineal foot of asphalt pavement measured along the route of the cable. Any additional trenching which may be necessary for the installation of buried cable or conduit is included in other units. All work shall be performed as required in accordance with federal, state and/or local construction standards. Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation laying, rolling and compacting, replacement of delineators, striping and final cleanup.
- **UNDERGROUND NON-PIPE CROSSING ASSEMBLY UNIT:** Consists of the labor in providing a hole in soil one (1) foot in length and of a diameter in inches specified. This unit includes any excavation, pot-holing, backfilling and tamping and restoration, necessary to the installation. It also includes all documentation which may be required if specified.
- **FIBER OPTIC MARKER/WARNING POST:** All labor and material to install one 3/8" x 3.75" x 72" fiberglass line marker (ACP or approved equal) with decal (logo as specified by the City).
- **CORE DRILL:** This unit consists of penetrating a concrete or masonry wall or foundation. Consists of the labor and equipment to core drill concrete or masonry wall; minimum diameter, in inches, shown in parentheses to accommodate the ducts indicated in construction drawings and details. This unit is typically used, but not limited to building entrance facilities, and includes grouting, sealing and restoration as required.
- **INSTALL TRACER WIRE:** Unit consists of labor and material to install one (1) lineal foot of a jacketed #12 THHN, solid green tracer/locate wire in conduit or open trench when not provided for elsewhere (tracer typically included as part of UD unit). This unit will be used for, but not limited to the placement of a locate wire in existing conduit. Unit includes connecting and bonding to new or existing ground rods. Connect one piece of tracer wire to the ground rod as ground wire, bond all locate wires entering the vault to the grounding wire and secure near the top of vault with enough slack for accessibility. Contractor to furnish all bonding clamps not provided for in other units.

CONSTRUCTION UNITS - LINE CHANGES

Removal

The removal units consist of furnishing all labor and equipment required for the removal of existing facilities, unit to include, but not limited to, structures, vaults, handholes, etc. and transporting material to the Owner's warehouse in an orderly manner.

SPLICING AND TESTING:

As more specifically defined in Scope of Work – Base Bid and Additive Work, the Contractor shall install fiber panels and splice cases with labels identifying all cables, panels and fibers as designated in the splicing drawings. The Contractor will be responsible for providing a bidirectional OTDR and power meter test on all fibers from each fiber termination panel. Test results must be from panel to panel and indicate/prove the fibers connectivity from origin to destination.

All splicing and testing documentation must be submitted and approved by the City before submitting the Contractor's final invoice. Final payment shall be held pending the completion of all fiber optic splicing and testing; paid only upon review of the testing results and verification of end-to-end connectivity of the network.

LABELS AND IDENTIFICATION: Identify all fiber cables at every accessible location. The size, color, and contrast of all labels should be selected to ensure that the identifiers are easily read. Identifiers should be visible during installation and normal maintenance.

Identifiers shall be non-conductive, non-corrosive, chemical and water-resistant tags and legend; attached with self-locking cable ties, adhesive or an approved fastening method; vinyl labels must meet the legibility, defacement, exposure and adhesion requirements of UL 969.

Cables shall be tagged within splice case to identify cables; Cable ID tags (ACP International Part# VWC-150N2, orange in color and shall designate the source and direction, destination and direction, along with the fiber count. Cable ID or splice from the associated splicing diagrams as to identify cable and direction of each cable.

Provide label for each buffer tube located 1 inch from the splice tray. Description on label will identify as to which fiber cable and direction cable is coming from; label all patch panel ports and each individual connector. Contractor shall provide a fiber optic test / labeling plan and materials to Project Manager for approval.

Test all fibers, identify any unacceptable losses, and make corrective actions at no additional cost to the Owner. Failed splices shall be remade and re-tested for compliance.

ACCEPTANCE OF WORK

Upon completion of the work and acceptance of the fiber testing, the Contractor shall provide to the City an "As-Built" Document set. This As-Built Document shall include the following:

- A. As-Built Installation Drawing Set. The Contractor shall return one copy of the installation drawing set to the Project Manager in "As-Built" form. The As-Built installation drawing shall include the installed changes noted in red or highlighted so as to be easily identified. Sequentials taken from all installed fiber cable shall be provided by the Contractor and shown at all vaults, slack coils, splice locations and terminations. Sequentials shall be shown in and out of all vaults at pull through or slack coil locations and in and out of vaults and in and out of enclosures at splice locations.
- B. As-Built Materials Listing. The Contractor shall also provide to the Project Manager a separate As-Built Materials Listing document. This As-Built Materials Listing shall include a list of the City's equipment (vault, splice point, etc.) numbers and the materials the Contractor installed at each location.

Upon delivery of the As-Built Document Set, the Contractor shall schedule with the City for the final inspection of the work. The Contractor and the City will review the As-Built Documents and physical installation with the Contractor as part of the acceptance of the work.

GENERAL CONSTRUCTION SPECIFICATIONS

SCOPE OF WORK:

The following scope of the work can be more fully described in the following specifications and “Contract Drawings”.

The work includes furnishing all equipment, machinery, tools, labor, transportation, surveying, engineering and other means required to construct the projects in strict accordance with the Construction Contract and Specification Document.

The Contractor shall perform complete work regardless of possible omissions in the Specifications. The contractor will provide all material and/or items that are missing shall be furnished by the Contractor to produce a complete working system in conformity with the intent of the work. The Project Manager shall have final authority in determining the Contractor's responsibility to complete all work in conformance with the Specifications. The Project Manager shall have the final authority to direct the Contractor to correct any and all work that has been improperly performed, at no additional cost to the Owner.

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. The Contractor will coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. There will be progress meetings at weekly intervals. The Project Manager will notify contractors of meeting dates and times. Require attendance of each contractor or other entity concerned with current progress or involved with planning or coordination of future activities.
 - 1. The Project Manager will take minutes and distribute to each party present and to parties who were not in attendance.

1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Project Manager will return submittals, without review, received from sources other than Contractor.
 - 3. Identify deviations from the Contract Documents on submittals.
 - 4. Submit three copies of each submittal.

- B. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Project Manager.
- C. Project Manager will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return copies less those retained.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable choices and options. Include the following:
 - 1. Data indicating compliance with specified standards and requirements.
 - 2. Notation of coordination requirements.
 - 3. For equipment, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- B. Shop Drawings: Submit Project-specific information drawn to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit three opaque copies on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (762 by 1067 mm). Project Manager will return one copy. Include the following:
 - 1. Dimensions, fabrication and installation drawings, roughing-in and setting diagrams, and relationship to adjoining construction.
 - 2. Identification of products and materials.
 - 3. Wiring diagrams showing field-installed wiring.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurement.
- C. Samples: Submit Samples finished as specified and physically identical with material or product proposed for use. Where variations are inherent in the material, submit three sets of paired units to show full range of variations. Include name of manufacturer and product name on label.

2.2 INFORMATION SUBMITTALS

- A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of Designer and owners, and other information specified.
- B. Product Certificates: Prepare written statements on manufacturer's letterhead, including signature of entity responsible for preparing certification, certifying that product complies with requirements.

SECTION 33 82 23.13
TESTING, IDENTIFICATION, SPLICING AND ADMINISTRATION OF
FIBER OPTIC INFRASTRUCTURE

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide all skilled labor, materials, tools, field test instruments and equipment required for the complete testing, identification, splicing, and administration of the fiber optic infrastructure called for in the Contract Documents.
- B. In order to conform to the overall project event schedule, the fiber optic infrastructure contractor shall survey the work areas and coordinate required activities as appropriate with other applicable trades / contractors.

1.2 RELATED SECTIONS

- A. – Administrative Requirements.

1.3 GENERAL SCOPE OF WORK

- A. The Contractor shall act as a complete fiber testing and splicing organization to furnish all skilled labor, supervision, and equipment required for and incidental to the testing, identification, splicing, and administration of fiber optic cables as described within this section.
- B. Specific Services
 - 1. The Contractor shall prepare the following deliverables and/or provide the following equipment and skilled labor services:
 - a. Fiber Test / Splicing Plan Submittal
 - b. Fiber Testing - Singlemode
 - 1) Pre-Shipment Factory Test Records
 - 2) Post-Splicing, End-to-End Field Test Records
 - c. Fiber Optic Test Equipment
 - 1) OLTS – Optical Loss Test Set
 - 2) OTDR – Optical Time Domain Reflectometer
 - d. Fiber Fusion Splicing Equipment
 - 1) Preferred Splicing Methods / Technologies
 - a) LID (light injection and detection)
 - b) Active Core Alignment
 - 2) Alternative Splicing Method / Technology
 - a) Three-Axis Precision Video Alignment

- e. Closeout Documentation / Submittals
 - 1) Fiber Test Record Analysis Software
 - 2) Electronic Test Record Packages
 - a) Incremental Tests
 - b) Final Tests
 - 3) Electronic As Built Records
 - a) Spreadsheets
 - b) Red Line / Drawings

C. Drawings

- 1. The drawing list, provided as a separate attachment, contains all relevant design information and is hereby made a part of this specification. Splice locations are shown on the project drawings.
- 2. Calculated dimensions shall not be scaled from the Drawings.
- 3. In case of discrepancy or omission of dimensions, the Project Manager shall be consulted for adjustments of any complications resulting from the discrepancy or omission.
- 4. The Project Manager shall have the right to issue additional drawings or data necessary to secure completion of the Work.

1.4 SYSTEM TESTING / SPLICING REQUIREMENTS

- A. Contractor shall prepare and provide a Testing / Splicing Plan as defined herein, including a Quality Control Plan within their required submittal documents.
- B. Contractor and / or Vendor shall perform fiber optic acceptance testing in accordance with the practices / procedures as detailed herein, but is generally described as the following;
 - 1. MANDATORY TESTING (by Manufacturer) – Post-Manufacturing acceptance testing prior to shipment of fiber optic cabling – including all reels of SM / MM ADSS / Loose Tube fiber optic cabling and OPGW fiber cabling.
 - 2. MANDATORY TESTING (by Contractor) – Final End-to-End testing of completed segments, from end connectors installed in the specified fiber optic termination / splicing enclosure(s).

1.5 REFERENCES, STANDARDS, AND COMPLIANCE

- A. Abbreviations
 - 1. ANSI – American National Standards Institute.
 - 2. BICSI – Building Industry Consulting Service International.
 - 3. NFPA – National Fire Protection Association, Inc.
 - 4. TIA – Telecommunications Industry Association.
- B. Normative References
 - 1. The following standards contain provisions which, through reference in these specifications, constitute mandatory requirements within these specifications. At the time of publication of these specifications, the editions listed were all valid, but all standards are subject to revision, and contractors shall be required to conform to the most recent provisions of the standards indicated below. ANSI and TIA maintain registers of currently valid national standards published by them.
 - a. ANSI/TIA-455-78B-2002, "FOTP-78 IEC 60793-1-40 Optical Fibres Part 1-40: Measurement Methods and Test Procedures -- Attenuation."

- b. TIA-455-133-A-2003, "FOTP-133 IEC-60793-1-22 Optical Fibres Part 1-22: Measurement Methods and Test Procedures – Length Measurement."
- c. OFSTP-7 TIA-526-7, "Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant (Revised December 2008)."
- d. ANSI/TIA-526-14-B-2010, "Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant; IED 61280-4-1 Edition 2, Fibre-Optic Communications Subsystem Test Procedure – Part 4-1: Installed cable plant – Multimode attenuation measurement."
- e. ANSI/TIA-568-C.0-2009, "Generic Telecommunications Cabling for Customer Premises."
- f. ANSI/TIA-568-C.1-2009, "Commercial Building Telecommunications Cabling Standard."
- g. ANSI/TIA-568-C.1-2-2011, "Commercial Building Telecommunications Cabling Standard – Addendum 2, General Updates."
- h. ANSI/TIA-568-C.3-1-2011, "Commercial Building Telecommunications Cabling Standard – Addendum 1, Addition of OM4 Cabled Optical Fiber and Array Connectivity."
- i. ANSI/TIA-568-C.3-2008, "Optical Fiber Cabling Components Standard."
- j. TIA-569-C-2012, "Commercial Building Standard for Telecommunication Pathways and Spaces."
- k. ANSI/TIA-569-C-1 2013, "Commercial Building Standard for Telecommunication Pathways and Spaces – Addendum 1 – Temperature and Humidity Requirements for Telecommunication Spaces."
- l. ANSI/TIA-598-D-2014, "Optical Fiber Cable Color Coding."
- m. ANSI/TIA-606-B-2012, "Administration Standard for Commercial Telecommunications Infrastructure."
- n. ANSI/TIA-607-B-2011, "Generic Telecommunications Bonding and Grounding (Earthing) Requirements for Customer Premises."
- o. ANSI/TIA-607-B-1-2013, "Generic Telecommunications Bonding and Grounding (Earthing) Requirements for Customer Premises Addendum 1 – External Grounding."
- p. ANSI/TIA-607-B-2-2013, "Generic Telecommunications Bonding and Grounding (Earthing) Requirements for Customer Premises Addendum 2 – Structural Metal."
- q. ANSI/TIA-758-B-2012, "Customer-Owned Outside Plant Telecommunications Infrastructure Standard."
- r. NFPA 70 – National Electrical Code (2014 edition).
- s. BICSI Telecommunication Distribution Methods Manual (13th edition).
- t. BICSI Outside Plant Design Reference Manual (5th edition).

1.6 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Mobilization / Pre-Test and Splicing Planning / Deliverables – **TEST & SPLICING PLAN**
 - 1. All tasks / deliverables as described within 1.6.A below shall be prepared and submitted by Contractor not later than two (2) weeks prior to mobilization to the project work site(s).
 - 2. Contractor to submit documentation / specifications of proposed OLTS / OTDR test devices and fusion splicing equipment, including proof of recertification / recalibration within manufacturer's recommended interval.
 - 3. Contractor to provide names and training history for proposed fiber testing / splicing technicians, with training certification documents available upon request. Only documented, trained, and qualified personnel shall perform fiber testing / splicing work scope.
 - 4. Contractor to submit proposed Daily Test / Splice Record template for fiber testing and splicing activities, showing details of time / date / location / personnel / start & stop times / inspector signoff / fiber tube / fiber numbering scheme in use.

5. Contractor to propose for owner's review / approval a test record file naming structure, which shall be applied to all test and splice records during testing and / or post-testing record keeping -- possible naming conventions could include endpoint structure numbers, lat / long data, or other logical naming conventions that will be present in the final fiber optic infrastructure record drawings.
 6. Contractor to acquire / submit documentation and materials to be used as fiber optic launch and receive cables, to be placed at both ends of all fibers under test, not less than 300m in length.
 7. Contractor to acquire / submit documentation and materials to be used for cleaning / making temporary fiber connections such that every fiber connector endface is cleaned EVERY TIME each new fiber connection is made between the fiber under test and the launch and receive cables.
- B. Post-Mobilization, Pre-Testing / Splicing Setup
1. Contractor and owner / owner's representative to conduct a Pre-Testing Meeting to review equipment, personnel, schedule, and required deliverables. Contractor shall propose and submit a meeting time / place not later than 72 hours prior to requested meeting time.
 2. During Pre-Testing Meeting, contractor and owner / owner's representative to conduct teleconference with OLTS / OTDR and fusion splicing equipment manufacturer's technical staff to review equipment setup parameters (pulse width, etc.), testing practices, and verify software / firmware installed.
 3. To ensure that the test results will be of a high quality, the minimum acceptable sample duration shall be established as 30 seconds minimum per fiber trace.
 - a. During performance of mandatory Post-Delivery / Acceptance Testing and optional Post-Installation / Pre-Splice Testing, and with the Owner's written approval, the minimum acceptable sample duration shall be established as 15 seconds minimum per fiber trace.
- C. During Onsite Testing / Splicing
1. Contractor shall provide not less than one-week advance notice prior to commencement of fiber testing / splicing activities, so that the Project Manager can be present to observe all fiber testing and splicing activities.
 2. Contractor shall maintain the Daily Test / Splice Record documentation on the proposed / approved form during each test / splice work day, and make the form available for the owner / owner's representative to review and signoff.
 3. Contractor shall ensure that ALL relevant data is recorded within the OTDR / OLTS test devices as the records are gathered, including endpoint names / file names / technician names / date / time, and other pertinent data as may be possible.
 4. Contractor shall download each day's test records / copy to external media storage as appropriate to achieve the least risk to electronic test record files becoming lost or corrupted prior to electronic submittal as required at the completion of testing.
 5. During testing, contractor's test technicians shall immediately retest any fiber under test that fails to meet expected performance criteria, within a reasonable variance – if the retest fails to produce the expected results, the owner / owner's representative shall be immediately notified.
- D. After Onsite Testing / Splicing Is Complete
1. All electronic test records shall be reviewed thru contractors QA / QC process to ensure that all test record traces are provided and correctly named in accordance with the agreed naming conventions prior to transmittal to the owner / owner's representative.
 2. Electronic test records and scanned copies of the Daily Test Record documents shall be transmitted to the owner via CD / DVD / Electronic Media / FTP within one week of the completion of testing and splicing activities.

1.7 SUBMITTALS

- A. Complete Test / Splicing Plan Submittal package, as defined in 1.6.A. above.
- B. Installation Practice / Procedure appropriate to the specific manufacturer of fiber optic cable for installation on this project (provided by others), which details cable preparation for termination / splicing / documentation, including any electronic spreadsheets / checklists used to document daily work progress / deliverables.
- C. Proposed activity schedule that identifies the date / location / identity of tasks to be performed to complete the required scope described within this section, whether those tasks are performed by the Contractor's direct employees, or by Subcontract skilled labor. The Owner shall review / revise / approve the Contractor's proposed fiber testing / splicing schedule and locations for the work to facilitate coordination with the Project Manager. The contractor shall perform work at locations as required in accordance with the approved fiber splice and test schedule.
- D. For all other materials to be supplied by Contractor under this section and prior to installation, Contractor shall provide manufacturer's catalog cut sheets / specifications for Project Manager's review / approval.

1.8 QUALITY ASSURANCE / QUALITY CONTROL

- A. Contractor is responsible for quality control of all labor and materials, including appropriate inspections and work controls; however, Project Manager's will review all work being performed. Owner reserves the right to provide additional inspections of all work being performed at their discretion.
- B. Contractor shall prepare and submit documentation for the Project Manager to sign indicating acceptance of satisfactory completion of work prior to underground work being covered. Contractor shall provide appropriate digital photography of significant work tasks to be included within the final project records, including a written index of images submitted that cross-references file names to time / date / location / other descriptive information.
- C. As may be required for underground systems, Contractor shall prepare and provide Owner with butterfly drawings of all new / existing vaults that are installed / opened in completion of work scope under this project. Owner shall provide a suitable small format drawing template for these records to be submitted by Contractor.

1.9 CLOSEOUT SUBMITTALS

- A. Fiber Optic Splice Record Documents – as detailed below in Section 3.8.
- B. Fiber Optic Test Record Documents – as detailed below in Section 3.8.
- C. Record Drawings – Minimum of two (2) hardcopy, hand-marked drawing documents of any changes / informational data added to the underground structures drawings, fiber optic splice enclosure drawings / spreadsheets, rack elevation drawings / spreadsheets, fiber optic splice enclosure bulkhead panel labels / spreadsheets, and other underground conduit system / trench duct system drawings / raceway utilization records. To the extent that they are available, Owner also requests that Contractor provide all electronic format documentation that is prepared for documentation of project deliverables.

PART 2 - PRODUCTS

2.1 Specific Product References

- A. In several instances throughout these specifications, a requirement to provide a specific manufacturer's products and / or catalog numbers may be expressed or inferred. It is the Owner's intent to benefit from a level of performance / value which has been demonstrated by these specific products, but there is no restriction placed on the Contractor that would prevent the use and installation of alternative products, provided that any such substitution shall be:
 - 1. Submitted with the Contractor's Test / Splicing Plan package, and
 - 2. Be fully documented with any / all manufacturer's catalog and performance data sheets for any proposed substitution, and
 - 3. Approved in writing by Owner prior to contract execution / Notice to Proceed.
- B. In the event that Contractor elects to propose alternative products, it is highly recommended that the Contractor also provide a bid response that uses the Owner's specified products for comparison, including any details regarding the change in price / performance that would result if the alternative products are accepted by Owner.

2.2 Manufacturers

- A. Fiber Optic Test Equipment – OLTS's and OTDR's / Fiber Microscopes
 - 1. AFL.
 - 2. Anritsu.
 - 3. EXFO.
 - 4. Fluke Networks.
 - 5. JDSU.
- B. Fiber Optic Fusion Splice Equipment
 - 1. Corning.
 - 2. Sumitomo Electric.
- C. Labeling and Administration
 - 1. Brady.
 - 2. Brother.
 - 3. Dymo.
 - 4. Panduit.

2.3 Specific Manufacturer Catalog Numbers

- A. In accordance with 1.6.A.2 above, Contractor shall provide documentation / specifications for exact model(s) of equipment proposed for testing and splicing activities. Once the proposed equipment is reviewed, the Contractor shall be provided with Owner's written approval of the equipment proposed, or with corrective actions so that the proposed equipment can be revised / replaced to meet the project requirements. No work shall be performed by the Contractor prior to receipt of Owner's written approval of the proposed equipment.

2.4 Specific Equipment Performance Requirements

- A. Fiber Optic Test Equipment
 - 1. Optical loss test set (OLTS)

- a. Multimode optical fiber light source
 - 1) Provide dual LED light sources with central wavelengths of 850 nm (± 30 nm) and 1300 nm (± 20 nm)
 - 2) Output power of -20 dBm minimum.
 - 3) The light source shall meet the launch requirements of ANSI/EIA/TIA-455-78B-2002. This launch condition can be achieved either within the field test equipment or by use of an external mandrel wrap (as described in clause 11 of ANSI/TIA/EIA-568-V.1) with a Category 1 light source.
 - b. Singlemode optical fiber light source
 - 1) Provide dual laser light sources with central wavelengths of 1310 nm (± 20 nm) and 1550 nm (± 20 nm).
 - 2) Output power of -10 dBm minimum.
 - c. Power Meter
 - 1) Provide 850 nm, 1300/1310 nm, and 1550 nm wavelength test capability.
 - 2) Power measurement uncertainty of ± 0.25 dB.
 - 3) Store reference power measurement.
 - 4) Save at least 100 results in internal memory.
 - 5) PC interface (serial or USB).
 - d. Optional length measurement
 - 1) It is preferable to use an OLTS that is capable of measuring the optical length of the fiber using time-of-flight techniques.
2. Optical Time Domain Reflectometer (OTDR)
- a. Shall have a bright, color transmissive LCD display with backlight.
 - b. Shall have rechargeable Li-Ion battery for 8 hours of normal operation.
 - c. Internal non-volatile memory and removable memory device with at least 16 MB capacity for results storage.
 - d. Serial and USB ports to transfer data to a PC.
 - e. Multimode OTDR
 - 1) Wavelengths of 850 nm (± 20 nm) and 1300 nm (± 20 nm).
 - 2) Event dead zones of 1 m maximum at 850 nm and 2 m maximum at 1300 nm.
 - 3) Attenuation dead zones of 6 m maximum at 850 nm and 15 m maximum at 1300 nm.
 - 4) Distance range not less than 2000 m.
 - 5) Dynamic range at least 10 dB at 850 nm and 1300 nm.
 - f. Singlemode OTDR
 - 1) Wavelengths of 1310 nm (± 20 nm) and 1550 nm (± 20 nm).
 - 2) Event dead zones of 2 m maximum at 1310 nm and 2 m maximum at 1550 nm.
 - 3) Attenuation dead zones of 15 m maximum at 1310 nm and 15 m maximum at 1550 nm.
 - 4) Distance range not less than 10000 m.
 - 5) Dynamic range at least 10 dB at 1310 nm and 1550 nm.
 - g. Fiber Microscope
 - 1) Magnification of 250X or 400X for endface inspection.
 - 2) Optional requirements
 - a) Video camera systems are preferred.
 - b) Camera probe tips that permit inspection through adapters are preferred.
 - c) It is preferable to use test equipment capable of saving and reporting the endface image.

- h. Integrated OLTS, OTDR and fiber microscope
 - 1) Test equipment that combines into one instrument an OLTS, an OTDR and a fiber microscope may be used.
- B. Fiber Optic Fusion Splice Equipment
 - 1. Single Fiber Optical Splicing Systems
 - a. Must meet or exceed minimum environmental and mechanical reliability standards as described within Telcordia GR-765-CORE, including tests for:
 - 1) Shock
 - 2) Vibration / Transportation
 - 3) Low / High Temperature Storage
 - 4) Low / High Temperature Use
 - 5) Low / High Humidity Use
 - 6) High Altitude
 - 7) Wind Interference
 - 8) Mechanical Repeatability
 - 9) Battery Operation
 - b. Must meet or exceed minimum performance standards as described within RDUP (formerly RUS) Bulletin 1753F-401 RUS Standard For Splicing Copper and Fiber Optic Cables.
 - 2. Pre-Splice Core Alignment Methods
 - a. Preferred Methods
 - 1) Active Core Alignment
 - a) Light Injection / Detection (LID System)
 - b) High Resolution Direct Core Monitoring
 - b. Alternate Methods
 - 1) Precision Alignment
 - a) 3-Axis Core Alignment
 - b) Video Core Detection System (CDS)
 - 3. Data Interface For Data Output / Software Upgrades
 - a. Approved Methods
 - 1) USB 2.0
 - 2) SD Memory Card
 - 4. Unit Loss Limits
 - a. Per Fusion Splice (all wavelengths, including 1310nm and 1550nm)
 - 1) Not to exceed 0.10dB attenuation per fusion splice, or fusion splice must be performed again until below this attenuation limit
 - b. Per Factory Terminated Pigtail Assembly (all wavelengths, including 1310nm and 1550nm)
 - 1) Excluding fusion splice attenuation limit specified above, all factory terminated connectors (type SC) shall not exceed 0.40dB attenuation each (or 0.80dB per mated pair)
- C. Labeling and Administration
 - 1. Labels
 - a. Shall meet the legibility, defacement, exposure and adhesion requirements of UL 969.
 - b. Shall be preprinted using a mechanical means of printing (e.g., laser printer). Handwritten labels are not acceptable.
 - c. Where used for cable marking, provide vinyl substrate with a white printing area and a clear "tail" that self laminates the printed area when wrapped around the cable. If cable jacket is white, provide cable label with printing area that is any other color than white, preferably orange or yellow – so that the labels are easily distinguishable.
 - d. Where insert type labels are used provide clear plastic cover over label.

2. Administration
 - a. Administration of the documentation shall include test results of each fiber link and channel.
 - b. The test result information for each link shall be recorded in the memory of the field-test instrument upon completion of the test.
 - c. The test result records saved within the field-test instrument shall be transferred into a Windows™-based database / software utility that allows for the maintenance, inspection and archiving of these test records.

2.5 Material Reports By Contractor

- A. The Contractor shall provide Material Status Reports to the Project Manager indicating Owner-furnished materials on hand, and materials on order but not delivered. The Contractor shall prepare and submit Material Status Reports no less frequent than monthly, or at shorter intervals as directed by the Owner.
- B. The Contractor shall handle all fiber optic cable in strict accordance with the cable manufacturer's specifications and procedures.
- C. If any Owner-provided materials appear to be damaged or defective, the Contractor shall immediately report the details to the Construction Manager, who shall provide written directions regarding the corrective actions, storage, or disposal of these materials.

PART 3 - EXECUTION

3.1 List of External Reference Drawings & Spreadsheets

- A. Specific To The Project Documentation

3.2 Acceptance Of System Test / Splicing Results

- A. Refer to Appendix A Following These Specifications

3.3 General

- A. All tests performed on optical fiber cabling that use a laser or LED in a test set shall be carried out with safety precautions in accordance with industry best practices, and current standards.
- B. All outlets, cables, patch panels and associated components shall be fully assembled and labeled prior to field-testing. Any testing performed on incomplete systems shall be redone on completion of the work.
- C. If the cable must be temporarily stored overnight while in the process of splicing, the cable ends shall be sealed to prevent water migration and the cable coils stored out of the reach of vandals. The Contractor may opt to use the hand hole, when provided, or provide its own temporary, secure storage. It is unacceptable to temporarily store cable at the base of the pole.

3.4 Fiber Optic Cable Testing / Splicing

A. General

1. Link and channel test results from the OLTS, OTDR, and fusion splice equipment shall be recorded in the test instrument upon completion of each test for subsequent uploading to a PC in which the administrative documentation (reports) may be generated.
2. Field test and splice equipment shall have the latest software and firmware installed.

3.5 Fiber Optic Cable Testing

A. Fiber endfaces shall be inspected at 250X or 400X magnification. 250X magnification is suitable for inspecting singlemode fibers. 400X magnification may be used for detailed examination of singlemode fibers. Scratched, pitted or dirty connectors shall be diagnosed and corrected.

1. It is preferable that the endface images be recorded in the memory of the test instrument for subsequent uploading to a PC and reporting.

B. Testing shall be performed on each cabling segment (connector to connector).

C. Testing shall be performed on each cabling channel (equipment to equipment) that is planned for use per the owner's instructions.

D. Testing of the cabling shall be performed using high-quality test cords of the same fiber type as the cabling under test. The test cords for OLTS testing shall be between 1 m and 5 m in length. The test cords for OTDR testing shall be no less than 300 m length for the launch cable and no less than 300 m length for the receive cable.

E. Optical loss testing

1. Backbone link

- a. Singlemode backbone links shall be tested at 1310 nm and 1550 nm in accordance with ANSI/TIA/EIA-526-7, Method A.1, One Reference Jumper or the equivalent method.
- b. Link attenuation does not include any active devices or passive devices other than cable, connectors, and splices, i.e. link attenuation does not include such devices as optical bypass switches, couplers, repeaters, or optical amplifiers.
- c. Use the One Reference Jumper Method specified by ANSI/TIA/EIA-526-14A, Method B and ANSI/TIA/EIA-526-7, Method A.1 or the equivalent method. The user shall follow the procedures established by these standards or application notes to accurately conduct performance testing.

F. OTDR Testing

1. Backbone, horizontal and centralized links shall be tested at the appropriate operating wavelengths for anomalies and to ensure uniformity of cable attenuation and connector insertion loss.
 - a. Backbone multimode: 850 nm and 1300 nm.
 - b. Backbone singlemode: 1310 nm and 1550 nm.
2. Each fiber link and channel shall be bi-directionally tested.
3. A launch cable shall be installed between the OTDR and the first link connection.
4. A receive cable shall be installed after the last link connection.

G. Magnified Endface Inspection

1. Fibers shall be inspected at 250X or 400X magnification. 250X magnification is suitable for inspecting multimode and singlemode fibers. 400X magnification may be used for detailed examination of singlemode fibers.

- H. Length Measurement
 - 1. The length of each fiber shall be recorded.
 - 2. It is preferable that the optical length be measured using an OLTS or OTDR.
- I. Polarity Testing
 - 1. Paired duplex fibers in multi-fiber cables shall be tested to verify polarity in accordance with ANSI/TIA/EIA-568-C.1. The polarity of the paired duplex fibers shall be verified using an OLTS.

3.6 Fiber Optic Cable Splicing

- A. Cable Preparation
 - 1. End sections of the fiber optic cable (approx. 20 feet) damaged by the application of pulling grips shall be removed before the cables are fusion spliced.
 - 2. The bend radius requirements must be maintained at all times. Particular attention shall be taken when handling the fiber optic cable and when the cable descends the termination structure.
- B. Splice Locations
 - 1. At the locations where a splice is required, additional cable must be provided to physically accommodate the splicing process. The length of each cable end shall be not less than 75 feet from the base of the structure, or as otherwise noted on the Drawings, remembering that about 20 feet of cable shall be cut off at the wire mesh grip to assure no damaged fiber is used. If additional length is required, due to limited access for splicing vehicles, it shall be included, as required, and with the approval of the Project Manager.
 - 2. In the outdoor environment, splicing shall be accomplished on the ground and not in an aerial bucket. The excess cable at splice points shall be stored by the Contractor. The Contractor shall provide mechanical protection to the cable where it runs along the surface or edge of a structure. The Contractor shall not climb or work on any portion of the pole unless specifically approved by the Project Manager. The Contractor shall be fully qualified to work in space owned by the Owner.

3.7 Identification

- A. Labeling
 - 1. Labeling shall conform to the requirements specified within ANSI/TIA/EIA-606-A or to the requirements specified by the Owner or the Owner's representative.

3.8 Test / Splice Record Administration

- A. Test / splice results documentation
 - 1. Test / splice results saved within the field test and splice equipment shall be transferred into a Windows™-based database / software utility that allows for the maintenance, inspection and archiving of the test records. These test records shall be uploaded to the PC unaltered, i.e., "as saved in the field-test instrument". The file format, CSV (comma separated value), does not provide adequate protection of these records and shall not be used.
 - 2. The test results documentation shall be available for inspection by the Owner or the Owner's representative during the installation period and shall be passed to the Owner's representative within 5 working days of completion of tests. The Contractor shall retain a copy to aid preparation of as built information.

3. The database for the complete project, including twisted-pair copper cabling links, if applicable, shall be stored in their native electronic format and delivered on electronic media prior to Owner acceptance. This electronic media shall include the software tools (fully licensed version) required to view, inspect, and print any selection of the test reports.
4. Circuit IDs reported by the test instrument should match the specified label ID (see Section 1.6.A.4 above).
5. The detailed test / splice results documentation data is to be provided in an electronic database for each tested optical fiber and shall contain the following information:
 - a. The identification of the customer site as specified by the end-user.
 - b. The name of the test limit selected to execute the stored test results.
 - c. The name of the personnel performing the test.
 - d. The date and time the test results were saved in the memory of the tester.
 - e. The manufacturer, model and serial number of the field-test instrument.
 - f. The version of the test software and the version of the test limit database held within the test instrument.
 - g. The fiber identification number.
 - h. The length for each optical fiber.
 - i. Optionally the index of refraction used for length calculation when using a length capable OLTS.
 - j. Test results to include OLTS attenuation link and channel measurements at the appropriate wavelength(s) and the margin (difference between the measured attenuation and the test limit value).
 - k. Test results to include OTDR link and channel traces and event tables at the appropriate wavelength(s), including correct placement of the A / B markers.
 - l. The length for each optical fiber as calculated by the OTDR.
 - m. The overall Pass/Fail evaluation of the link-under-test for OLTS and OTDR measurements.
 - n. Optional:
 - 1) A picture or image of each fiber end-face
 - 2) A pass/fail status of the end-face based upon visual inspection.

3.9 Record Drawings

- A. Provide record copy drawings periodically throughout the project as requested by the Project Manager, and at end of the project on DVD/CD-ROM. Record copy drawings at the end of the project shall be in CAD format and include notations reflecting the as built conditions of any additions to or variation from the drawings provided such as, but not limited to cable paths and termination point. CAD drawings are to incorporate test data imported from the test instruments.
- B. The as built drawings shall include, but are not limited to block diagrams, frame / cabinet / cable labeling, cable termination points, equipment room layouts and frame installation details. The as-builts shall include all field changes made up through construction completion:
 1. Rack elevation drawings.
 2. Associated detail drawings.
 3. Vault butterfly drawings.
 - a. Cable jacket footage markings IN and OUT of each vault, plus stored slack.
 4. Splice enclosure details.
 - a. Cable jacket footage markings IN and OUT of each splice enclosure.
 5. Materials listing spreadsheet.
 - a. Final installed equipment listing by location, including:
 - 1) Endpoint locations of racks / cabinets / equipment
 - 2) Installed fiber span footages between endpoints / vaults / splices
 - 3) Installed underground vaults / hand holes, including splice locations
 - b. Device / location names shall be as approved by owner as specified under 1.6 above.

3.10 Provided by the Owner

A. Right of Way Access and Safety

1. The Owner will secure all right-of-way necessary for the splicing of the fiber optic cable. All restrictions and special provisions of permits, easements, access, or other agreements executed by the Project Manager shall be strictly observed by the Contractor.
2. Roads subject to interference by the Contractor's Work, shall comply with all federal, state and local laws, whichever is most strenuous.
3. When questions arise as to safe methods or suitable protection, the Contractor shall confer with the Project Manager, but full responsibility for results shall rest with the Contractor.

3.11 Cleanup

- A. As part of the Work, the Contractor shall completely remove and satisfactorily dispose of all debris and equipment and shall do all work necessary to restore the site of their operations to at least as good order and condition as at the beginning of the work under the Contract.
- B. The Contractor shall make adequate provisions for disposing of all refuse material in accordance with applicable laws or ordinances.
- C. No burying of materials or debris will be permitted on the right-of-way.

END OF SECTION

City of Richland



DATE BIDS OPENED: FEBRUARY 16, 2017	ITB # 17-0010	DATE BIDS OPENED:
PROJECT NAME * FIBER OPTIC BACKBONE EXTENSION		**PROJECT NAME *** F

				ENGINEER'S ESTIMATE		SIERRA ELECTRIC PASCO, WA		PARAMOUNT COMMUNICATIONS RICHLAND, WA		NW LINE BUILDERS SPOKANE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	BASE BID (SCHEDULE A)										
1	Backbone pathway- Install Underground Conduit	4,957	FT	45.00	223,065.00	14.95	74,107.15	14.60	72,372.20	18.87	93,538.59
2	Property line pathways- Install Underground Conduit	8,360	FT	3.00	25,080.00	4.19	35,028.40	20.50	171,380.00	18.87	157,753.20
3	Install one 10 inch round valve box	12	EA	15.00	180.00	38.10	457.20	50.00	600.00	150.00	1,800.00
4	Install Underground Fiber Optic Cable	18,221	FT	3.00	54,663.00	3.42	62,315.82	2.45	44,641.45	1.95	35,530.95
5	Install Splice Case	3	EA	575.00	1,725.00	1,774.00	5,322.00	625.00	1,875.00	550.00	1,650.00
6	Fusion Splicing	192	EA	55.00	10,560.00	213.50	40,992.00	35.00	6,720.00	35.00	6,720.00
7	Install Tracer Wire	15,256	FT	0.25	3,814.00	0.33	5,034.48	0.20	3,051.20	0.40	6,102.40
8	Install Vault- closed base	7	EA	3,500.00	24,500.00	2,805.00	19,635.00	2,350.00	16,450.00	1,960.00	13,720.00
9	Install Vault- open base	1	EA	3,500.00	3,500.00	2,805.00	2,805.00	2,500.00	2,500.00	2,200.00	2,200.00
10	Install identification tags labelled "City of Richland Fiber"	8	EA	28.75	230.00	125.92	1,007.36	50.00	400.00	150.00	1,200.00
11	As-built drawings and supporting documentation	1	SET	500.00	500.00	2,769.03	2,769.03	500.00	500.00	1,500.00	1,500.00

BASE BID (SCHEDULE A) SUBTOTAL	\$347,817.00	\$249,473.44	\$320,489.85	\$321,715.14
8.6% SALES TAX	29,912.26	21,454.72	27,562.13	27,667.50
BASE BID (SCHEDULE A) TOTAL	\$377,729.26	\$270,928.16	\$348,051.98	\$349,382.64

ADDITIVE #1 BID ITEMS											
1	Backbone Pathway- Install Underground Fiber Optic Cable	265	FT	3.00	795.00	8.21	2,175.65	2.45	649.25	1.80	477.00
2	Install Splice Case	1	EA	575.00	575.00	1,573.16	1,573.16	625.00	625.00	550.00	550.00
3	Fusion Splicing	4	EA	55.00	220.00	200.46	801.84	35.00	140.00	35.00	140.00
4	Install identification tags labelled "City of Richland Fiber"	1	EA	28.75	28.75	45.37	45.37	50.00	50.00	150.00	150.00
5	Install Tracer Wire	65	FT	0.25	16.25	0.55	35.75	0.20	13.00	0.40	26.00
6	As-built drawings and supporting documentation	1	SET	500.00	500.00	3,234.22	3,234.22	500.00	500.00	500.00	500.00

ADDITIVE #1 BID ITEMS SUBTOTAL	\$2,135.00	\$7,865.99	\$1,977.25	\$1,843.00
8.6% SALES TAX	183.61	676.48	170.04	158.50
ADDITIVE #1 BID ITEMS TOTAL	\$2,318.61	\$8,542.47	\$2,147.29	\$2,001.50

ADDITIVE #2 BID ITEMS											
1	Backbone pathway- Install Underground Conduit	260	FT	30.00	7,800.00	60.90	15,834.00	14.60	3,796.00	18.87	4,906.20
2	Install Vault- closed base	4	EA	3,500.00	14,000.00	2,591.25	10,365.00	2,350.00	9,400.00	1,960.00	7,840.00
3	Install Underground Fiber Optic Cable	2,100	FT	3.00	6,300.00	5.17	10,857.00	2.45	5,145.00	1.80	3,780.00
4	Install Splice Case	4	EA	575.00	2,300.00	1,613.56	6,454.24	625.00	2,500.00	550.00	2,200.00
5	Install identification tags labelled "City of Richland Fiber"	4	EA	28.75	115.00	77.97	311.88	50.00	200.00	150.00	600.00
6	Fusion Splicing	20	EA	55.00	1,100.00	249.95	4,999.00	35.00	700.00	35.00	700.00
7	Install Tracer Wire	1,400	FT	0.25	350.00	0.33	462.00	0.20	280.00	0.40	560.00
8	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET	-	-	-	-	-	-	-	-



				ENGINEER'S ESTIMATE		SIERRA ELECTRIC PASCO, WA		PARAMOUNT COMMUNICATIONS RICHLAND, WA		NW LINE BUILDERS SPOKANE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ADDITIVE #2 BID ITEMS SUBTOTAL					\$31,965.00		\$49,283.12		\$22,021.00		\$20,586.20
8.6% SALES TAX					2,748.99		4,238.35		1,893.81		1,770.41
ADDITIVE #2 BID ITEMS TOTAL					\$34,713.99		\$53,521.47		\$23,914.81		\$22,356.61
ADDITIVE #3 BID ITEMS											
1	Backbone pathway- Install Underground Conduit	2,160	FT	30.00	64,800.00	18.73	40,456.80	14.60	31,536.00	18.87	40,759.20
2	Property line pathways- Install Underground Conduit	4,350	FT	3.00	13,050.00	3.77	16,399.50	20.50	89,175.00	18.87	82,084.50
3	Property line Pathways- Boring required to Install Underground Conduit	440	FT	30.00	13,200.00	35.00	15,400.00	20.00	8,800.00	18.87	8,302.80
4	Property line pathways- Install Underground Conduit	1,080	FT	3.00	3,240.00	1.34	1,447.20	0.50	540.00	18.87	20,379.60
5	Install one 10 inch round valve box	10	EA	15.00	150.00	38.10	381.00	50.00	500.00	150.00	1,500.00
6	Install Underground Fiber Optic Cable	4,715	FT	3.00	14,145.00	3.95	18,624.25	2.45	11,551.75	1.95	9,194.25
7	Fusion Splicing	20	EA	55.00	1,100.00	190.71	3,814.20	35.00	700.00	35.00	700.00
8	Install Tracer Wire	3,655	FT	0.25	913.75	0.33	1,206.15	0.20	731.00	0.40	1,462.00
9	Install Vault- closed base	4	EA	3,500.00	14,000.00	2,591.25	10,365.00	2,500.00	10,000.00	1,960.00	7,840.00
10	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET	-	-		-		-		-
ADDITIVE #3 BID ITEMS SUBTOTAL					\$124,598.75		\$108,094.10		\$153,533.75		\$172,222.35
8.6% SALES TAX					10,715.49		9,296.09		13,203.90		14,811.12
ADDITIVE #3 BID ITEMS TOTAL					\$135,314.24		\$117,390.19		\$166,737.65		\$187,033.47
ADDITIVE #4 BID ITEMS											
1	Backbone pathways/Property line pathways- Boring required to install Underground Conduit	2,070	FT	30.00	62,100.00	35.00	72,450.00	20.00	41,400.00	18.87	39,060.90
2	Install Underground Conduit	3,055	FT	3.00	9,165.00	1.34	4,093.70	0.50	1,527.50	18.87	57,647.85
3	Install one 10 inch round valve box	8	EA	15.00	120.00	38.10	304.80	50.00	400.00	150.00	1,200.00
4	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET	-	-		-		-		-
ADDITIVE #4 BID ITEMS SUBTOTAL					\$71,385.00		\$76,848.50		\$43,327.50		\$97,908.75
8.6% SALES TAX					6,139.11		6,608.97		3,726.17		8,420.15
ADDITIVE #4 BID ITEMS TOTAL					\$77,524.11		\$83,457.47		\$47,053.67		\$106,328.90
BASE BID (SCHEDULE A)					\$377,729.26		\$270,928.16		\$348,051.98		\$349,382.64
ADDITIVE #1 BID ITEMS					2,318.61		8,542.47		2,147.29		2,001.50
ADDITIVE #2 BID ITEMS					34,713.99		53,521.47		23,914.81		22,356.61
ADDITIVE #3 BID ITEMS					135,314.24		117,390.19		166,737.65		187,033.47
ADDITIVE #4 BID ITEMS					\$77,524.11		\$83,457.47		\$47,053.67		\$106,328.90
GRAND TOTAL					\$627,600.21		\$533,839.75		\$587,905.39		\$667,103.13

City of Richland



FEBRUARY 16, 2017	ITB # 17-0010	DATE BIDS OPENED:
FIBER OPTIC BACKBONE EXTENSION		**PROJECT NAME *** FII

CASCADE CABLE SPOKANE, WA	ROBINSON BROTHERS VANCOUVER, WA	HENKELS & MCCOY PORTLAND, OR
Unit Price	Unit Price	Unit Price
Total Price	Total Price	Total Price

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID (SCHEDULE A)									
1	Backbone pathway- Install Underground Conduit	4,957	FT	36.92	183,012.44	36.75	182,169.75	26.97	133,690.29
2	Property line pathways- Install Underground Conduit	8,360	FT	11.25	94,050.00	33.75	282,150.00	25.85	216,106.00
3	Install one 10 inch round valve box	12	EA	312.98	3,755.76	263.95	3,167.40	179.37	2,152.44
4	Install Underground Fiber Optic Cable	18,221	FT	4.14	75,434.94	2.33	42,454.93	3.53	64,320.13
5	Install Splice Case	3	EA	1,054.55	3,163.65	779.80	2,339.40	683.52	2,050.56
6	Fusion Splicing	192	EA	36.80	7,065.60	54.42	10,448.64	38.89	7,466.88
7	Install Tracer Wire	15,256	FT	0.44	6,712.64	1.65	25,172.40	0.85	12,967.60
8	Install Vault- closed base	7	EA	2,960.24	20,721.68	3,540.13	24,780.91	5,693.21	39,852.47
9	Install Vault- open base	1	EA	2,903.89	2,903.89	3,540.13	3,540.13	6,119.83	6,119.83
10	Install identification tags labelled "City of Richland Fiber"	8	EA	1.77	14.16	8.50	68.00	26.97	215.76
11	As-built drawings and supporting documentation	1	SET	2,920.50	2,920.50	2,680.00	2,680.00	1,454.29	1,454.29

BASE BID (SCHEDULE A) SUBTOTAL **\$399,755.26** **\$578,971.56** **\$486,396.25**

8.6% SALES TAX **34,378.95** **49,791.55** **41,830.08**

BASE BID (SCHEDULE A) TOTAL **\$434,134.21** **\$628,763.11** **\$528,226.33**

ADDITIVE #1 BID ITEMS									
1	Backbone Pathway- Install Underground Fiber Optic Cable	265	FT	3.61	956.65	2.33	617.45	4.57	1,211.05
2	Install Splice Case	1	EA	1,138.50	1,138.50	779.80	779.80	683.52	683.52
3	Fusion Splicing	4	EA	51.75	207.00	54.42	217.68	38.89	155.56
4	Install identification tags labelled "City of Richland Fiber"	1	EA	1.77	1.77	8.50	8.50	26.97	26.97
5	Install Tracer Wire	65	FT	0.44	28.60	1.65	107.25	0.85	55.25
6	As-built drawings and supporting documentation	1	SET	100.00	100.00	500.00	500.00	1,454.29	1,454.29

ADDITIVE #1 BID ITEMS SUBTOTAL **\$2,432.52** **\$2,230.68** **\$3,586.64**

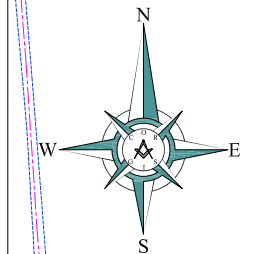
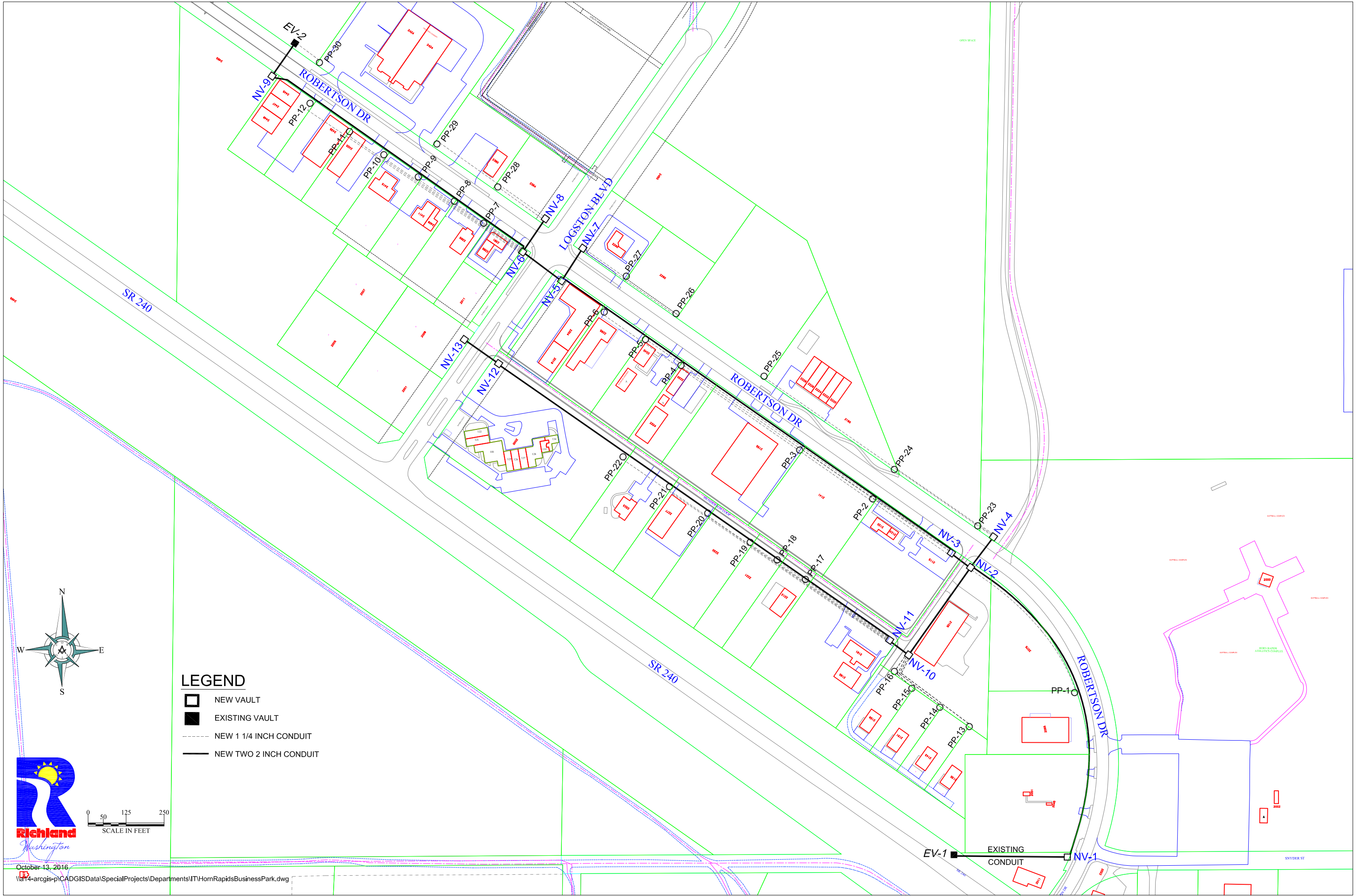
8.6% SALES TAX **209.20** **191.84** **308.45**

ADDITIVE #1 BID ITEMS TOTAL **\$2,641.72** **\$2,422.52** **\$3,895.09**

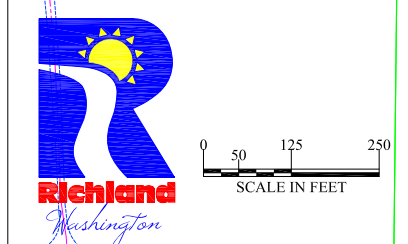
ADDITIVE #2 BID ITEMS									
1	Backbone pathway- Install Underground Conduit	260	FT	52.24	13,582.40	36.75	9,555.00	26.97	7,012.20
2	Install Vault- closed base	4	EA	2,960.24	11,840.96	3,540.13	14,160.52	5,693.21	22,772.84
3	Install Underground Fiber Optic Cable	2,100	FT	3.61	7,581.00	2.33	4,893.00	1.93	4,053.00
4	Install Splice Case	4	EA	1,023.50	4,094.00	779.80	3,119.20	683.52	2,734.08
5	Install identification tags labelled "City of Richland Fiber"	4	EA	1.77	7.08	8.50	34.00	26.97	107.88
6	Fusion Splicing	20	EA	51.75	1,035.00	54.42	1,088.40	38.89	777.80
7	Install Tracer Wire	1,400	FT	0.44	616.00	1.65	2,310.00	0.85	1,190.00
8	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET		-		-		-

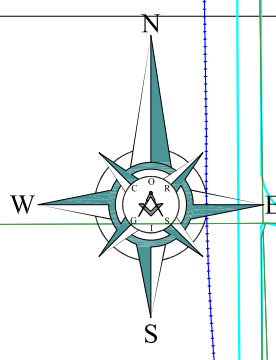


				CASCADE CABLE SPOKANE, WA		ROBINSON BROTHERS VANCOUVER, WA		HENKELS & MCCOY PORTLAND, OR	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
ADDITIVE #2 BID ITEMS SUBTOTAL					\$38,756.44		\$35,160.12		\$38,647.80
8.6% SALES TAX					3,333.05		3,023.77		3,323.71
ADDITIVE #2 BID ITEMS TOTAL					<u>\$42,089.49</u>		<u>\$38,183.89</u>		<u>\$41,971.51</u>
ADDITIVE #3 BID ITEMS									
1	Backbone pathway- Install Underground Conduit	2,160	FT	52.24	112,838.40	36.75	79,380.00	26.97	58,255.20
2	Property line pathways- Install Underground Conduit	4,350	FT	9.73	42,325.50	8.25	35,887.50	25.85	112,447.50
3	Property line Pathways- Boring required to Install Underground Conduit	440	FT	51.05	22,462.00	33.75	14,850.00	26.99	11,875.60
4	Property line pathways- Install Underground Conduit	1,080	FT	9.73	10,508.40	8.25	8,910.00	25.85	27,918.00
5	Install one 10 inch round valve box	10	EA	314.93	3,149.30	263.95	2,639.50	179.37	1,793.70
6	Install Underground Fiber Optic Cable	4,715	FT	3.74	17,634.10	2.33	10,985.95	9.20	43,378.00
7	Fusion Splicing	20	EA	51.75	1,035.00	54.42	1,088.40	38.89	777.80
8	Install Tracer Wire	3,655	FT	0.44	1,608.20	1.65	6,030.75	0.85	3,106.75
9	Install Vault- closed base	4	EA	2,903.89	11,615.56	3,540.13	14,160.52	6,119.83	24,479.32
10	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET		-		-		-
ADDITIVE #3 BID ITEMS SUBTOTAL					\$223,176.46		\$173,932.62		\$284,031.87
8.6% SALES TAX					19,193.18		14,958.21		24,426.74
ADDITIVE #3 BID ITEMS TOTAL					<u>\$242,369.64</u>		<u>\$188,890.83</u>		<u>\$308,458.61</u>
ADDITIVE #4 BID ITEMS									
1	Backbone pathways/Property line pathways- Boring required to install Underground Conduit	2,070	FT	34.21	70,814.70	36.75	76,072.50	26.99	55,869.30
2	Install Underground Conduit	3,055	FT	9.73	29,725.15	8.25	25,203.75	25.85	78,971.75
3	Install one 10 inch round valve box	8	EA	314.93	2,519.44	263.95	2,111.60	179.37	1,434.96
4	As-built drawings and supporting documentation- \$0.00- Included in Additive #1	1	SET		-		-		-
ADDITIVE #4 BID ITEMS SUBTOTAL					\$103,059.29		\$103,387.85		\$136,276.01
8.6% SALES TAX					8,863.10		8,891.36		11,719.74
ADDITIVE #4 BID ITEMS TOTAL					<u>\$111,922.39</u>		<u>\$112,279.21</u>		<u>\$147,995.75</u>
BASE BID (SCHEDULE A)					\$434,134.21		\$628,763.11		\$528,226.33
ADDITIVE #1 BID ITEMS					2,641.72		2,422.52		3,895.09
ADDITIVE #2 BID ITEMS					42,089.49		38,183.89		41,971.51
ADDITIVE #3 BID ITEMS					242,369.64		188,890.83		308,458.61
ADDITIVE #4 BID ITEMS					<u>\$111,922.39</u>		<u>\$112,279.21</u>		<u>\$147,995.75</u>
GRAND TOTAL					<u>\$833,157.45</u>		<u>\$970,539.55</u>		<u>\$1,030,547.29</u>



- LEGEND**
- NEW VAULT
 - EXISTING VAULT
 - NEW 1 1/4 INCH CONDUIT
 - NEW TWO 2 INCH CONDUIT



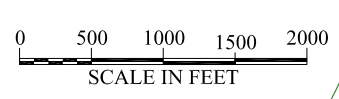


Horn Rapids
Golf Community

Richland
Airport

LEGEND

- NEW VAULT
- EXISTING VAULT
- NEW 1 1/4 INCH CONDUIT
- NEW TWO 2 INCH CONDUIT



November 15, 2016

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 54-17, Accepting a Request for Annexation of 17.2 Acres Located South of Keene Road and East of Brantingham Road

Department:

Community & Development Services

Ordinance/Resolution Number:

54-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 54-17, accepting a request for annexation of approximately 17.2 acres located south of Keene Road and west of Brantingham Road, and setting a meeting date per Washington state law.

Summary:

State law requires that the proponents of an annexation meet with the City Council to determine if an annexation proposal is acceptable to the City or not. Council is now facing this question for a proposed annexation of a 17.2 acre tract located south of Keene Road and east of Brantingham Road. This tract is owned by Ed Shaw, who has requested annexation. This property is part of a larger unincorporated island that includes a total of 7 other parcels. Staff has contacted these owners and they have opted not to join in the annexation.

The meeting with the annexation proponent is on the Council agenda as a presentation and fulfills the requirements of RCW 35.13.125. The draft resolution would accept the proposed annexation and allow the annexation process to move forward. Following review by the County Boundary Review Board, determination of appropriate zoning by the Planning Commission and submittal of a formal annexation petition, the Council will have additional opportunity to consider the annexation through a public hearing and through the consideration of an ordinance annexing the subject property.

Staff recommends approval.

Fiscal Impact:

Annexation will result in additional tax revenues being paid to the City. It will also create additional costs as the City will be responsible for providing its services to the annexing property. A fiscal analysis will be prepared for Council consideration at a later stage in the annexation proceedings.

Attachments:

1. Resolution 54-17
2. Vicinity Map

RESOLUTION NO. 54-17

A RESOLUTION of the City of Richland accepting a request for annexation of approximately 17.2 acres located south of Keene Road and west of Brantingham Road in Section 26, Township 9 North, Range 28 East W.M., Benton County, Washington.

WHEREAS, the City of Richland received a written request for the annexation of approximately 17.2 acres from Edward Shaw, the owner of the property described; and

WHEREAS, on March 7, 2017, the City Council was presented with the request for annexation and adopted Resolution No. 41-17, establishing March 21, 2017, as the date which City Council set to meet with the proponents of the annexation proposal; and

WHEREAS, City Council met with the annexation proponents on March 21, 2017, and has reviewed the proposed annexation, as required by RCW 35.13.125.

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

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

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

Section 2. Staff is hereby authorized and directed to submit an application to the Benton County Boundary Review Board.

Section 3. The Richland Planning Commission is hereby directed to review the proposal and forward a recommendation to City Council as to the most appropriate zoning designation(s) for the area proposed for annexation.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 21st day of March, 2017.

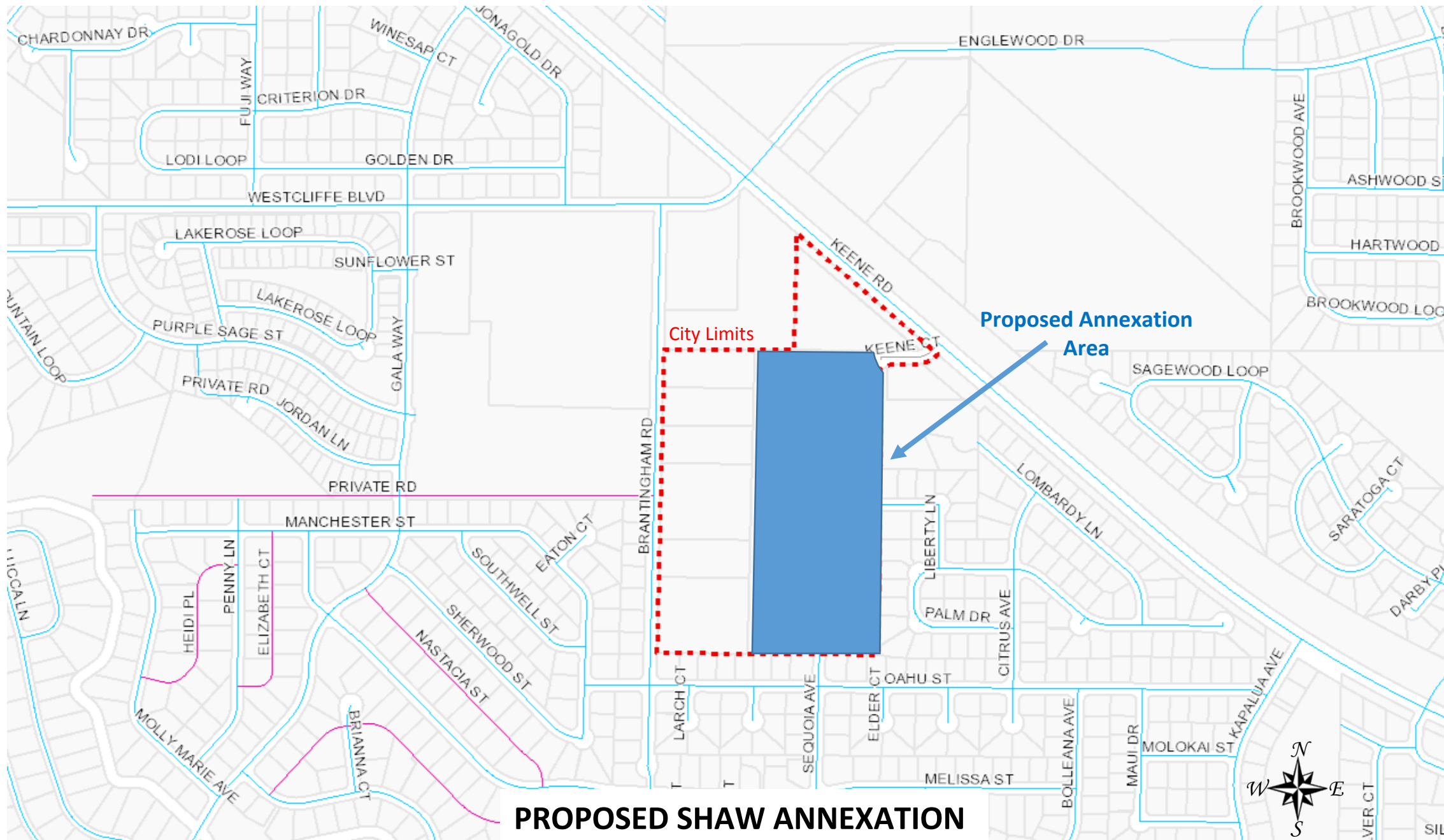
ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 55-17, Authorizing a Consulting Agreement with RGW Enterprises, P.C. for Engineering Services

Department:

Community & Development Services

Ordinance/Resolution Number:

55-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 55-17, authorizing the City Manager to sign and execute agreements with RGW Enterprises, P.C. for engineering services.

Summary:

RGW Enterprises, P.C. has provided engineering, planning and economic development services for the City for more than ten years. RGW Enterprises' principal, Mr. Roger Wright, has been instrumental in the advancement of key projects in the Horn Rapids area.

Staff anticipates continued utilization of RGW Enterprises' assistance for a number of ongoing and upcoming projects in the Horn Rapids Industrial Park.

Staff recommends approval of the attached consulting agreement with RGW Enterprises, P.C. for the 2017 calendar year.

Fiscal Impact:

The proposed contract has a not-to-exceed cap of \$56,000. The 2017 Industrial Development Fund anticipated the expense and has budgeted accordingly.

Attachments:

1. Resolution No. 55-17
2. RGW Contract 2017

RESOLUTION NO. 55-17

A RESOLUTION of the City of Richland authorizing the execution of an agreement with RGW Enterprises to provide engineering services to the City of Richland.

WHEREAS, the City of Richland is actively involved with the development and sale of industrial and commercial properties, and requires consultant support to execute these activities; and

WHEREAS, RGW Enterprises has worked with the City of Richland on projects located in Horn Rapids and various economic and business centers throughout the city, and is familiar with the project history and transactions of these areas; and

WHEREAS, RGW Enterprises has been granted an RFQ waiver for engineering services; and

WHEREAS, RGW Enterprises is an authorized vendor for the City of Richland for this type of work; and

WHEREAS, the funding necessary for payment of this contract has been budgeted in the 2017 Industrial Development Fund for Expert Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland hereby authorizes the City Manager to sign and execute an agreement with RGW Enterprises to provide engineering services to the City of Richland.

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 21st day of March, 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 21st day of March , 2017 by and between the **City of Richland**, a Washington municipal corporation, located at 505 Swift Blvd., Richland, Washington, (hereinafter referred to as the "City"), and **RGW Enterprises, P.C.**, a Washington professional service corporation, located at 3250 Port of Benton Blvd, Richland, WA (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 engineering and drafting services for the Economic Development Office on an "on-call" basis.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Work
 - (iii) RFQ Waiver
 - (iv) Exhibit B: Hourly Rates

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**.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed **fifty-six thousand dollars and no cents (\$56,000)**. Payment shall be made on a "time and materials" basis. Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A: Scope of Work.
- b) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c) Partial payments to cover the percentage of work completed may be requested by the Consultant. These payments shall not be more than one (1) per month.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one-way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the per diem rate for the locality, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per diem meal allowance or up to the current federal per diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

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

any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

All designs, drawings, specifications, documents, reports and other work products prepared pursuant to this Agreement shall become the property of the City upon payment to the Consultant of the fees set forth in this Agreement. The City acknowledges the Consultant's plans and specifications, including all documents on electronic media, as instruments of professional services. The plans and specifications prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all payment due to the Consultant. The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

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

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.
- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant

may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.

- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

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

10) DEBARMENT CERTIFICATION

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

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12) ATTORNEY'S FEES

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

13) INSURANCE

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

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 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
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Roger Wright
RGW Enterprises, PC
3250 Port of Benton Blvd.
Richland, WA 99354
roger@rgwenterprises.com
509-375-3565
509-375-3566

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.

(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

CONSULTANT

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST:

Printed Name

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER D. KINTZLEY
City Attorney

EXHIBIT A: Detailed Scope of Work

*City of Richland- Richland WA
Horn Rapids Industrial / North Richland Engineering
Support Scope of Work*

Work Element #1 – Infrastructure Development of City Property

Preliminary and final engineering for city-owned property will be provided as requested by the Economic Development Office (EDO).

Work Element #2 - Lot Creation

Conduct necessary surveys to create desired property size and preparation of the legal description of each property as directed by the EDO.

Work Element #3 - Site Plans

Create site plans as directed by the EDO.

Work Element #4 – Mapping and Drafting as Requested

Work Element #5 – Survey as Requested

Work Element Cost

TOTAL Not to Exceed Fee (including Sales Tax)	\$56,000
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Attachments

- Hours/Fee Schedule



Engineering | Planning | Development

January 2017

**RGW Enterprises, PC – City of Richland General Engineering
Hourly Rates - 2017**

General Engineering Services – On call assistance as directed by the City's Economic Development Office. See attached scope of work for projects in 2017.

Principal Engineer	\$100/hr
Project Manager	\$70/hr
Drafting Services	\$65/hr
Expenses	at cost plus 10%
Mileage	at IRS rates (currently \$0.54 per mile) For projects more than 15 miles from office

RGW Enterprises, PC
Roger G. Wright, P.E.

EIN 20-0212375



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 56-17, Authorizing Execution of a Crossing Agreement with Port of Benton for the Duportail Bridge Project

Department:
Public Works

Ordinance/Resolution Number:
56-17

Document Type:
Resolution

Recommended Motion:

Approve Resolution No. 56-17, authorizing the City Manager to execute a crossing agreement with the Port of Benton to acquire easement rights for the Duportail Bridge project.

Summary:

The Duportail Bridge is the City's highest priority transportation system improvement project. Project development work continues, including engineering design, right-of-way acquisition, an update to the environmental review documents, and funding. Right-of-way acquisition activities are guided by federal law, the foundation of which is to base the acquisition negotiations on a fair market valuation of the property interests.

In July, 2015, the City initiated negotiations with the Port of Benton and their lessee, the Tri-City Railroad (TCRR), for easement rights needed to construct the project. The easement rights would allow widening of the Duportail / SR240 intersection and the nearby at-grade railroad crossing, and installation of underground utilities across the railroad tracks. Several negotiation sessions occurred with counsel from the City, the Port of Benton, and the TCRR, with the goal of securing a three-party agreement. Prior to and throughout this period, engineering design work continued, with design information shared with the Port and TCRR. In the summer of 2016, TCRR broke off the three-way dialog. The City and Port have continued negotiations, resulting the proposed crossing agreement. In the proposed agreement, the Port agrees to provide the City with the requested easement rights without monetary compensation. The proposed agreement requires the City to separately acquire its requested easement rights from TCRR. Work is ongoing toward that end.

Staff recommends approval of the proposed Port of Benton Crossing Agreement. The Port approved this Agreement on March 8, 2017.

Fiscal Impact:

The proposed agreement requires no funding from the City. The City's fair market value compensation offer was \$43,200 for the required easement rights.

Attachments:

1. Res. No. 56-17 Port of Benton Easement Acquisition
2. Port of Benton Crossing Agreement

RESOLUTION NO. 56-17

A RESOLUTION of the City of Richland authorizing the acquisition of easement interests from the Port of Benton by negotiated voluntary agreement 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 professional valuation work 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 Port of Benton owns 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 Port of Benton owns railroad tracks on the affected property; and

WHEREAS, the Duportail Bridge design requires changes to the Port of Benton's railroad tracks and existing at-grade crossing; and

WHEREAS, the Port of Benton property and railroad tracks are operated and maintained by the Tri-City Railroad, pursuant to a lease with the Port; and

WHEREAS, the Port has reviewed the City's proposed changes and, subject to a final review of engineering plans and other terms included in the agreement, is supportive of the City's project; and

WHEREAS, the Port of Benton's agreement provides the City with the easement rights necessary to complete the Duportail Bridge project without monetary compensation, but does not resolve the concerns or impact the property rights of the Tri-City Railroad; and

WHEREAS, City staff have conducted negotiations with the Tri-City Railroad in an attempt to acquire easement rights and obtain approval of the engineering plans for the project; and

WHEREAS, to date the Tri-City Railroad has not engaged in meaningful dialog about the City's proposals; and

WHEREAS, further work is necessary to acquire easement rights from the Tri-City Railroad; and

WHEREAS, City staff recommends approval of the agreement with the Port of Benton as a step forward toward completion of the Duportail Bridge project.

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 railroad crossing agreement and all other documents necessary to complete the acquisition of the required easement rights from the Port of Benton.

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 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

RAILROAD CROSSING AGREEMENT

Re: Duportail Street

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 **PORT OF BENTON**, a municipal corporation of the State of Washington, hereafter referred to as "Port."

WHEREAS, the Port is the owner of the Southern Connection of the Hanford Railroad extending from Union Pacific Railroad track in Kennewick, Washington to Horn Rapids Road in the City of Richland, Washington, hereafter referred to as the "Port Railroad."

WHEREAS, the Port acquired the Port Railroad from the United States and a copy of the Indenture (without attachments) and the Quit Claim Deed conveying the railroad to the Port is attached to this Agreement as Exhibit 1.

WHEREAS, the Port has leased the Port Railroad to Tri-City Railroad Company, L.L.C. (hereafter "TCRR"). A copy of this Lease (without the Attachments) is attached to this Agreement as Exhibit 2.

WHEREAS, the City of Richland owns Duportail Street, a public street within the City of Richland which currently crosses the Port Railroad, and the City wishes to expand this street and utilities across the Port Railroad in the locations described on the attached Exhibit 3.

WHEREAS, Richland has provided an offer of monetary compensation for the requested easement as required by state and federal regulations.

WHEREAS, the parties wish to provide in this Agreement for the acquisition of easement across the Port Railroad and for the extension of roads and utilities across the Port Railroad, subject to the rights of United States of America and TCRR.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. The Port hereby agrees to grant Richland an easement, in the form attached hereto as Exhibit 3, allowing the City to expand the railroad crossing for Duportail Street and to extend associated utilities across the Port Railroad within the legal description attached hereto as Exhibit 3 subject to the terms and conditions set forth in this Agreement.

2. The City acknowledges and agrees that the easement is subordinate and subject to the rights of United States set forth in the Indenture attached as Exhibit 1. In the event the Port reconveys the Port Railroad to the United States or the United States takes possession or ownership of the Port Railroad, this Agreement will not be enforceable against the United States. If the Port Railroad is reconveyed to the United States for any

reason, the reconveyance shall not be a breach of this Agreement and the Port shall not be liable to the City for any loss the City may incur as a result of such reconveyance.

3. The City acknowledges and agrees that the easement is subject to the rights of TCRR set forth in the Lease Agreement attached as Exhibit 2. The City must obtain additional authority from TCRR, either by contract or by exercise of authority granted by law, for the expansion of Duportail Street, installation of utility infrastructure, construction of the modified at-grade crossing, installation of equipment, and maintenance and operation of the crossing and safety equipment.

4. All improvements constructed within the Port Railroad right-of-way and all equipment installed within the Port Railroad right-of-way shall be constructed or installed in accordance with the plans and specifications in compliance with all applicable federal codes and regulations, all State statutes and regulations and all local codes. At least ninety (90) days prior to the commencement of construction, the City shall provide copies of the design documents to the Port and to TCRR for review. The Port and TCRR may review the documents to determine whether the design complies with the provisions of this Section. The City shall indemnify and hold the Port harmless from any liability, cost or expense related to the design, construction of improvements or installation of equipment, and the City shall not allow liens or encumbrances to attach to the Port property by reason of the City's activities within the Port Railroad right-of-way. The review of the design documents by the Port and TCRR shall not relieve the City of this obligation to indemnify the Port and hold it harmless.

5. The City shall maintain or provide for the maintenance of any street and City utility improvements constructed within the Port Railroad right-of-way and street and City utility equipment installed within the Port Railroad right-of-way, 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. Maintenance of at-grade crossing improvements, railroad track, and at-grade crossing systems shall be established in negotiations with TCRR.

6. In the event the railroad operations permanently cease and the Port agrees to allow the track or portions of the track to be removed, the City shall bear the cost of any approved alterations to Duportail Street or the railroad crossing equipment consistent with the standards set forth in Section 4 of this Agreement. The City shall indemnify and hold the Port harmless from any liability, cost or expense related to the design, construction of improvements or installation of equipment, and the City shall not allow liens or encumbrances to attach to the Port property by reason of the City's activities within the Port Railroad right-of-way.

8. In consideration of the grant of the easement by the Port to Richland, the City agrees to indemnify and hold the Port, its employees and agents, harmless from and against all claims, damages, losses and expenses including attorney's fees, court costs and any costs of appeal, arising from any injury, death, or damage which may be sustained, or incurred by any person or property and which may directly or indirectly result from the

City's use of the easement; the negligent act or omission of the City, its employees or agents; resulting from any act, omission, neglect or misconduct irrespective of whether claims, damages, losses or expenses were actually or allegedly caused wholly or in part through the negligence of any other person or party; or arising from any failure, neglect, act or omission by either City, its employees or agents with regard to any law, requirement, ordinance or regulation of any governmental authority. The scope of indemnity does not include claims referenced above that result solely from acts, omissions, neglect, or misconduct of the Port, its employees, or agents. In any and all claims against the Port, its employees or agents which are subject to this indemnity, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under the Washington Industrial Insurance Act, disability acts or other employee benefit acts.

9. The Port declines the City's offer of monetary compensation and does so with full knowledge of its right to collect the same.

10. This Agreement may be amended only by written agreement signed by all of the parties.

11. 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:

For the CITY OF RICHLAND:
Richland City Manager
505 Swift Blvd
Richland, WA 99352

For the PORT OF BENTON:
Executive Director
Port of Benton
3250 Port of Benton Boulevard
Richland, WA 99354

Or to such other parties as designated in writing and delivered to the party receiving notice as provided herein.

12. 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.

13. The foregoing terms and conditions and the attached exhibits and addenda represent the entire agreement between the Port and the City 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.

14. 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.

15. 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.

16. 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: _____
CYNTHIA D. REENTS, ICMA-CM
City Manager

Approved as to form:

Richland City Attorney

PORT OF BENTON

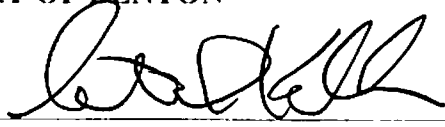
By: _____
SCOTT D. KELLER
Executive Director

EXHIBIT 1

INDENTURE

STATE OF WASHINGTON §
 §
COUNTY OF BENTON §

THIS INDENTURE is effective the 1st day of October 1998, between the UNITED STATES OF AMERICA, acting by and through the U.S. DEPARTMENT OF ENERGY, (the "Grantor") and the PORT OF BENTON, acting through its Board of Commissioners, (the "Grantee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Grantor has owned and maintained certain real property and improvements thereto in or proximate to Richland, Washington known as the Hanford 1100 Area (the "Real Property") and the Hanford Rail Line, Southern Connection (the "Railroad") and certain personal property appurtenant to said real property ("Personal Property"); and

WHEREAS, Grantor has determined that it is in the best interest of the UNITED STATES OF AMERICA to convey said Real Property and Railroad to Grantee for the purpose of fostering economic development; and

WHEREAS, Grantor has the authority to sell, lease, grant, and dispose of said Real Property, Railroad, and Personal Property pursuant to the Atomic Energy Act of 1954, as amended, specifically Section 161(g) (42 U.S. Code § 2201(g)); and

WHEREAS, Grantor may need continued rail access to the Hanford Nuclear Reservation (the "Hanford Site") for so long as Grantor conducts operations at said site; and

WHEREAS, Grantee agrees to use said Real Property and Railroad to create economic and employment opportunities in the community served by the PORT OF BENTON; and

WHEREAS, Grantee agrees to provide Grantor continued rail access to the Hanford Site for as long as Grantee continues to maintain and/or operate the Railroad.

NOW THEREFORE, for the following consideration, the Parties agree as follows:

L DESCRIPTION OF PROPERTY AND CONVEYANCE

- A. Grantor owns and maintains Real Property and improvements thereto having an area of approximately 768 acres and containing 26 buildings, improved parking and other support areas, and grassy swales, which is described in Attachment A. Grantor also owns and maintains the Railroad and improvements thereto having an area of approximately 92 acres and linear track length of approximately 16 miles, which is described, in part, in Attachment B. Finally, Grantor owns Personal Property that is described in Attachment C. Grantor hereby grants, conveys, and forever quitclaims to Grantee, without warranty, either express or implied, said Real Property, Railroad, and Personal Property on an "as is" and "where is" basis and subject to certain terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and other conditions set forth in this instrument. The quitclaim deed (the "Deed") conveying said Real Property, Railroad, and Personal Property is attached (see Attachment D).
- B. The descriptions of the Real Property, Railroad, and Personal Property set forth, respectively, in Attachments to this Indenture and any other information provided herein are based on the best information available to Grantor and believed to be correct, but an error or omission, including, but not limited to, the omission of any information available to Grantor or any other Federal

agency, shall not constitute grounds or reason for noncompliance with the terms of this Indenture or for any claim by Grantee against the UNITED STATES OF AMERICA including, without limitation, any claim for allowance, refund, deduction, or payment of any kind.

- C. Grantor shall make reforms, corrections, and amendments to the Deed if necessary to correct such Deed or to conform such Deed to the requirements of applicable law.

II. CONSIDERATION

Grantor's conveyance is in consideration of the assumption by Grantee of all Grantor's maintenance obligations and its taking subject to certain terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and other conditions set forth in this instrument.

III. TITLE EVIDENCE

Grantee reserves the right to procure a title report and/or obtain a title insurance commitment issued by a licensed Washington Title insurer agreeing to issue to Grantee, upon recordation of the Deed, a standard owner's policy of title insurance insuring Grantee's good and marketable title to said Real Property and Railroad.

IV. COSTS OF RECORDATION

Grantee shall pay all taxes and fees imposed on this transfer and shall obtain at Grantee's expense and affix to the Deed such revenue and documentary stamps as may be required by Federal, State of Washington, and local laws and ordinances. The Deed and any security documents shall be recorded by Grantee in the manner prescribed by State of Washington and Benton County recording statutes.

V. EASEMENTS, RESTRICTIONS, AND LIMITATIONS

- A. Grantor retains an easement, described in the Deed found at Attachment D, on the road known as Stevens Drive that extends north from the junction of Spengler Street to Horn Rapids Road (the "Road"). Grantee shall have a right of first refusal governing any conveyance in the Road by Grantor.
- B. Grantee shall take title subject to all public utility and other easements on record, described in Attachment E, and any other zoning regulations and restrictions appearing on plats, in the Deed, or in any title report prepared to support this transfer of Real Property and the Railroad.
- C. Grantor retains an easement, described in Attachment F, for Grantor's existing infrastructure, including telecommunications infrastructure, on the Real Property and Railroad. Grantee shall reasonably negotiate and convey no-cost new easements to support access to existing or new infrastructure of any type or to improve on said infrastructure.
- D. Grantor shall have until March 31, 1999, to remove personal property not conveyed to Grantee and cultural artifacts described in Section XXIII. below from buildings on the Real Property and the Railroad and vacate any of the buildings in which it currently operates.
- E. Grantee shall take title subject to the use permit, described in Attachment F, executed between the Home Depot and Grantor.

VI. LICENSES

- A. Grantor reserves unto itself a no-cost license for whole or partial use of the buildings described in Attachment G and a parking lot for use by Grantor's Safeguards and Security Division to conduct

its "Emergency Vehicle Operations course". The term for these licenses also is listed in Attachment G, said licenses terminating upon: (i) early abandonment of licenses upon notification to Grantee; or (ii) expiration of licenses unless renewed. Renewal shall be in at Grantor's option for one-(1) year periods not to exceed a total of ten (10) periods, and Grantee shall presume that said options are exercised unless notice declining renewal is received within thirty (30) days or more of each license expiration. Grantor shall cooperate with Grantee in the event that Grantee has a commercial tenant for space licensed by Grantor, and to the extent practicable, abandon such license(s) if (i) such abandonment is in the best interest of the UNITED STATES OF AMERICA, and (ii) substitute space is made available by Grantee, if Grantor requires such space and it is not available within the Hanford Site.

- B. Grantor's operations in those buildings and the parking lot in which it retains licenses shall be: (i) conducted in a neat and orderly manner so as not to endanger personnel or property of Grantee or Grantee's other licensees, lessees, and invitees; and (ii) in compliance with all applicable laws, regulations, rules, and ordinances. In the event that the buildings licensed to Grantor become unsuitable for occupancy for any reason, including damage, destruction, or collective wear and tear, Grantor reserves the right to restore the buildings during the term of the licenses.
- C. Before expiration or prior termination of building licenses, Grantor shall restore the buildings or building interiors to the condition in which they were conveyed or to such improved condition as may have resulted from any improvement made therein by Grantee during license terms, subject to ordinary wear and tear for which Grantor is not liable hereunder.
- D. Grantor shall be responsible for all utilities and maintenance associated with operations conducted in the building under license. In the event that partial building space is used, Grantor and Grantee shall agree on a suitable prorated amount for building utilities and maintenance that Grantor shall be responsible to pay to Grantee periodically.
- E. Grantor reserves to the General Services Administration ("GSA") a license to site a double-wide trailer and use parking spaces and a portion of the parking lot for enclosed storage on the Real Property located south of building 1175 (address: 2565 Stevens Drive, Richland, Washington) to have and use until abandoned. GSA shall be responsible for all utilities and maintenance associated with operations conducted from its trailer.
- F. Grantor reserves unto itself a no-cost license providing access to the Railroad for as long as Grantee maintains and/or operates said Railroad. Grantor shall pay published tariffs as applicable.

VII. CONDITION OF REAL PROPERTY AND MAINTENANCE OF RAILROAD

- A. Grantor shall clean the Real Property to an "industrial use" standard prior to transfer under this Indenture and subsequent abandonment of licenses. All buildings, utilities, and other property conveyed will be transferred in "as is" and "where is" condition as at the signing hereof, without any warranty or guarantee, expressed or implied, of any kind or nature, except as otherwise expressly stated in this Indenture. Grantor shall not be obligated to repair, replace, or rebuild any structures if and when licenses are abandoned except when Grantor's use resulted in damages exceeding ordinary wear and tear. Except as provided for in Section VIII. below, Grantor shall not be responsible for any liability to Grantee or third persons arising from such condition of the Real Property. The failure of Grantee to inspect fully the Real Property or to be fully informed as to the condition thereof will not constitute grounds for any noncompliance with the terms of this Indenture.

- B. For so long as Grantee continues to maintain and/or operate the Railroad (or Grantee's similarly situated successor(s)), Grantee shall maintain the Railroad, including all structures, improvements, facilities and equipment in which this instrument conveys any interest, at all times in safe and serviceable condition, to assure its efficient operation and use, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the useful life thereof, as determined jointly by Grantor and Grantee.

VIII. WARRANTIES AND REPRESENTATIONS

- A. Grantor represents and warrants under its enabling legislation (the Atomic Energy Act of 1954, as amended) that: (i) it has the full capacity, power and authority to enter into this Indenture and the transactions contemplated herein; and (ii) the execution, delivery and performance by Grantor of this Indenture has been duly authorized and approved by all necessary governmental action on the part of Grantor.
- B. Grantee represents and warrants that: (i) it is a political instrumentality of the State of Washington and duly organized under laws of the State of Washington; (ii) it has full capacity, power and authority to enter into and perform this Indenture and the continuing obligations contemplated herein; and (iii) the execution, delivery and performance by Grantee of this Indenture have been duly and validly authorized and approved by all necessary action on the part of Grantee.
- C. Grantor represents that, to the best of Grantor's knowledge, there are no facts known to Grantor that materially affect the value and condition of the Real Property and Railroad that are not readily observable by Grantee or that have not been disclosed to Grantee. The Parties acknowledge that in the course of abandoning any licenses, Grantor may learn additional facts regarding the value and condition of the Real Property. Grantor shall identify such facts and disclose them to Grantee in a timely manner.
- D. Pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, ("CERCLA") Section 120(h)(1) (42 U.S. Code § 9620(h)(1)), and 40 U.S. Code of Federal Regulations Part 373, Grantor has made a complete search of its records concerning the Real Property and Railroad. These records indicate that hazardous substances, as defined by CERCLA Section 101(14), have been stored, disposed, or generated on the Real Property during the time Grantor owned said Real Property. Quantities of hazardous substances were released or disposed of on the Real Property during the course of ownership by Grantor, and the Real Property was listed on the National Priorities List by the Environmental Protection Agency ("EPA"). Said Real Property was remediated and removed from the National Priorities List in September 1996. Grantor agrees to meet all CERCLA obligations associated with the transfer of the Real Property now or in the future upon notice by Grantee.
- E. All remedial actions necessary to protect human health and the environment with respect to any such hazardous substances remaining on the Real Property have been or will be taken before the date of transfer, and any additional remedial actions found to be necessary by regulatory authorities with jurisdiction over the Real Property or Railroad attributable to contamination of hazardous substances shall be conducted by Grantor at Grantor's expense.

IX. ASSIGNMENT OF LEASES AND CONTRACTS

- A. Grantor hereby assigns Parts 1, 2, and 3 of the lease dated May 1, 1996, (see Attachment H) executed between Grantor and R.H. Smith Distributing Co., Inc. ("Smith") for fuel oil distribution from building 1172A. Grantee hereby accepts the obligations of Grantor under this lease in consideration of the payments by Smith for building 1172A operations, which are assigned herewith to Grantee. Grantor shall notify Smith of assignment.

- B. Grantor hereby assigns the lease dated March 5, 1998, (see Attachment H) executed between Grantor and Livingston Rebuild Center, Inc. ("LRC") for equipment repair services in building 1171. Grantee hereby accepts the obligations of Grantor under this lease in consideration of the payments by LRC for building 1171, which are assigned herewith to Grantee. Grantor shall notify LRC of assignment.
- C. Grantor hereby assigns two agreements, a supplemental agreement, and permit made among and by the Atomic Energy Agency (and its successors); Burlington Northern, Inc.; Oregon-Washington Railroad & Navigation Company; and Union Pacific Railroad Company governing access to the Railroad (see Attachment H). Grantee hereby accepts the obligations and considerations under this agreement and permit. Grantor shall notify successors Burlington Northern and Union Pacific of these assignments.

X. OTHER AGREEMENTS

- A. No prior, present, or contemporaneous agreements shall be binding upon Grantor or Grantee unless specifically referenced in this Indenture. No modification, amendment, or change to this Indenture shall be valid or binding upon the Parties unless in writing and executed by representatives authorized to contract for the Parties.
- B. Grantor on written request from Grantee may grant a release from any of the terms, reservations, restrictions and conditions contained in the Deed. Grantor may release Grantee from any terms, restrictions, reservations, licenses, easements, covenants, equitable servitudes, contracts, leases, and other conditions if Grantor determines that the Real Property and Railroad no longer serve the purposes for which they were conveyed or the Grantee determines that continued ownership of the Railroad is no longer economically viable. All or any portion of the Real Property or Railroad may be reconveyed to Grantor subject to the conditions detailed in Section XVII. below.

XI. NOTICES

Any notices required under this Indenture shall be forwarded to Grantor or Grantee, respectively, by Registered or Certified mail, return receipt requested, or by overnight delivery, at the following addresses:

Realty Officer
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, G3-18
Richland, Washington 99352

Executive Director
Port of Benton
3100 George Washington Way
Richland, Washington 99352

XII. LIMITATION OF GRANTOR'S AND GRANTEE'S OBLIGATIONS

- A. The responsibilities of Grantor, as described in this Indenture, are subject to: (i) the availability of appropriated program funds for remediation and operation of the Hanford Site; and (ii) the federal Anti-Deficiency Act (31 U.S. Code §§ 1341 and 1517).
- B. Grantee shall, to the extent permitted under applicable law, indemnify and defend the United States against, and hold the UNITED STATES OF AMERICA harmless from, damages, costs, expenses, liabilities, fines, or penalties incurred by Grantor and/or third parties and resulting

from Grantee's activities on the Real Property and Railroad, or any part thereof, including releases or threatened releases of, or any other acts or omissions related to, any hazardous wastes, substances, or materials by Grantee and any subsequent lessee or owner of the Real Property or Railroad or any subdivision thereof, their officers, agents, employees, contractors, sublessees, licensees, or the invitees of any of them.

- C. Grantee hereby releases the UNITED STATES OF AMERICA, and shall take whatever action may be required by Grantor to assure the complete release of the UNITED STATES OF AMERICA from any and all liability for restoration or other damage under the Deed or other agreement covering the use by Grantee or its licensees, invitees, and lessees of any Real Property transferred by this instrument.
- D. Grantee's responsibilities for maintenance and operation of the Railroad under the terms of this Indenture are subject to the economic viability of the Railroad. Section XVII. below shall apply if Grantee determines that economic viability is impossible after ten (10) years.

XIII. RIGHT OF ACTION

The provisions of this Indenture are not intended to benefit third persons, and breach thereof shall not be the basis for a cause of action by such third person against either Grantor or Grantee.

XIV. DISPUTES

- A. Except as otherwise provided in this Indenture, any dispute concerning a question of fact that is not disposed of by agreement between the Parties shall be submitted for decision by the Manager, U.S. Department of Energy, Richland Operations Office, or his successor in function ("Manager-RL). The Manager-RL shall, within twenty (20) days, mail or otherwise furnish a written decision to Grantee. The decision of the Manager-RL, shall be final and conclusive unless, within twenty (20) calendar days from the date of receipt of such copy, Grantee mails or otherwise furnishes to the Manager-RL, a written appeal addressed to the Associate Deputy Secretary for Field Management (FM-2). The decision of the Associate Deputy Secretary for Field Management (FM-2), this officer's successor, or the duly authorized representative for the determination of such appeals shall be presented in writing within twenty (20) calendar days from receipt of notice of appeal and shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this Section, Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute under this Section, Grantee shall proceed diligently with the performance of this Indenture in accordance with the decision of the Manager-RL.
- B. This Section shall not preclude consideration of questions of law in correction with decisions provided for herein. Nothing in this Section, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

XV. PLANNING AND DEVELOPMENT

- A. Grantor is aware that Grantee is acquiring the Real Property and Railroad for development for industrial use. Accordingly, Grantor agrees that it shall cooperate reasonably with Grantee and sign such documents and undertake such other acts, without incurring costs or liability, that are necessary for Grantee to complete the planning, zoning, and development of the Real Property and Railroad, the resale and marketing of any portion of the Real Property, and the formation and operation of special districts, metropolitan districts, and other quasi-governmental entities organized for the purpose of providing infrastructure facilities and services to or for the benefit of

the Real Property and Railroad.

- B. Without incurring costs or liability, Grantor will cooperate reasonably with Grantee by signing such documents necessary for Grantee to apply to the Auditor and to the Treasurer of Benton County, Washington and to the Washington State Department of Revenue for tax valuation or abatement with regard to the Real Property that Grantee intends to sell. Upon request by Grantee, Grantor will execute and deliver to and in the name of Grantee one or more easements, accompanied by a legal description, for subsequent re-grant to local utility providers, for the purpose of installing new utility systems and relocating any existing systems, on any portion of the Real Property in which Grantor retains an interest. Other easements include, without limitation easements for ingress and egress and private utility lines required in connection with any portion of the Real Property and Railroad being conveyed. Such easement documents shall be in form and content satisfactory to Grantor and Grantee.

XVI. SUCCESSORS AND ASSIGNS

- A. The covenants, provisions, and agreements contained herein shall in every case be binding on and inure to the benefit of the Parties hereto and their respective successors. The rights and responsibilities under this Indenture may not be assigned by Grantee within ten (10) years of the date of this Indenture without the written consent of Grantor, said consent not being unreasonably withheld.
- B. Grantee shall not enter into any transaction that would deprive it of any of the rights and powers necessary to perform or comply with any or all of the terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions set forth herein, and if an arrangement is made for management or operation of the Real Property and Railroad by any agency or person other than Grantee, it shall reserve sufficient rights and authority to ensure that said Real Property and Railroad shall be operated and maintained in accordance with the terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions.

XVII. REVERSIONARY INTEREST

- A. For the ten (10) years next following the effective date of this Indenture, in the event that any of the aforesaid terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions are not met, observed, or complied with by Grantee, whether caused by the legal inability of said Grantee to perform any of the obligations herein set out, or otherwise, the title, right of possession, and all other rights conveyed by the Deed to Grantee, or any portion thereof, shall at the option of Grantor revert to the UNITED STATES OF AMERICA in its then existing condition sixty (60) days following the date upon which demand to this effect is made in writing by Grantor or its successor, unless within said sixty (60) days such default or violation shall have been cured and all such terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions shall have been met, observed, or complied with, in which event said reversion shall not occur, and title, right of possession, and all other rights conveyed, except those that have reverted, shall remain vested in Grantee.
- B. The Railroad shall be used and maintained for the purposes for which it was conveyed, and if said Railroad ceases to be used or maintained for such purposes, all or any portion of the Railroad shall, in its then existing condition, at the option of Grantor, revert to the UNITED STATES OF AMERICA. If Grantor notifies Grantee or its similarly situated successor(s) that rail service no longer is required, such reversionary interest shall terminate and Grantee shall be free to abandon or convert the use of any portion or all of the Railroad.

- C. Grantee agrees that in the event Grantor exercises its option to revert all right, title, and interest in and to any portion of the Real Property or Railroad to the UNITED STATES OF AMERICA or Grantee voluntarily returns title to said Real Property and Railroad in lieu of a reverter, then Grantee shall provide protection to, and maintenance of said Real Property and Railroad at all times until such time as the title actually reverts or is returned to and accepted by the UNITED STATES OF AMERICA. Such protection and maintenance shall, at a minimum, conform to the standards prescribed in 41 U.S. Code of Federal Regulations § 101-47.4913 in effect as of the date of the conveyance.

XVIII. USE OF REAL PROPERTY AND RAILROAD

Grantee shall use and maintain the Real Property and Railroad on fair and reasonable terms without unlawful discrimination. In furtherance of this condition (but without limiting its general applicability and effect) Grantee specifically agrees that: (i) it will establish such fair, equal, and nondiscriminatory conditions to be met by all users of the Real Property and Railroad, provided that Grantee may prohibit or limit any given type and kind of use if such action is necessary to promote safe operations; (ii) in its operation and the operation of the Real Property and Railroad, neither it nor any person or organization occupying space or facilities thereupon shall discriminate against any person or class of persons by reason of race, color, creed, sex, age, marital status, political affiliation or non-affiliation, national origin, religion, handicap or sexual orientation in the use of any of the facilities provided for the public; and (iii) that in any agreement, contract, lease, or other arrangement under which a right or privilege granted to any person, firm or corporation to conduct or engage in any lawful activity, Grantee shall insert and enforce provisions requiring the party to: (i) furnish said service on a fair, equal and nondiscriminatory basis to all users thereof; and (ii) charge fair, reasonable, and nondiscriminatory prices for each unit for service, provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

XIX. ACCESS

- A. Subject to the provisions of Section V.A. above, Grantee shall, insofar as it is within its powers and to the extent reasonable, adequately protect the land access routes to the Real Property and Railroad. Grantee shall, either by the acquisition and retention of easements or other interests in or rights for the use of land or by adoption and enforcement of zoning regulations, prevent the construction, erection or alteration of any structure in the access routes to and from the Real Property and Railroad.
- B. Grantor reserves the right of access to those portions of the Real Property and Railroad for the purpose of construction, installing, maintaining, repairing, operating, and/or removing utility, telecommunications, or well monitoring equipment over, under, across, and upon the Real Property and Railroad.

XX. SEVERABILITY

If the construction of any of the foregoing terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions recited herein as provisions or Attachments, or the application of the same as provisions in any particular instance is held invalid, the particular term, reservation, restriction, license, easement, covenant, equitable servitude, contract, lease, or condition in question shall be construed instead merely as conditions upon the breach of which Grantor may exercise its option to cause the title, interest, right of possession, and all other rights conveyed to Grantee, or any portion thereof, to revert to it. The application of such terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions as provisions elsewhere in the Indenture and the construction of the remainder of such terms, reservations, restrictions, licenses, easements, covenants, equitable servitudes, contracts, leases, and conditions as provisions shall not be affected thereby.

XXI. GRANTEE'S STATUS

Grantee shall remain at all times a political instrumentality of Benton County, State of Washington.

XXII. ENVIRONMENTAL DISCLOSURES

A. Lead-Based Paint Conditions.

1. Prior to use of any Real Property by children under seven (7) years of age, Grantee shall remove all lead-based paint hazards and all potential lead-based paint hazards from the said Real Property in accordance with all federal, State of Washington, and local lead-based paint laws, rules, regulations, and ordinances.
2. Grantee agrees to indemnify Grantor and the UNITED STATES OF AMERICA to the extent allowable under applicable law from any liability arising by reason of Grantee's failure to perform Grantee's obligations hereunder with respect to the elimination of immediate lead-based paint health hazards, the prohibition against the use of lead-based paint, and Grantee's responsibility for complying with applicable federal, State of Washington, and local lead-based paint laws, rules, regulations, and ordinances.

B. Presence of Asbestos.

1. Grantee is informed that the Real Property may be improved with materials and equipment containing asbestos-containing materials. The Due Diligence Assessment Report (see Attachment I) prepared by R.E. Morgan for Fluor Daniel Hanford, Inc. on August 28, 1998, discloses the condition and probable locations of asbestos-containing materials. Grantee is cautioned that unprotected or unregulated exposure to asbestos in product manufacturing and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration ("OSHA") and the EPA regulate asbestos because the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
2. Grantee is invited, urged, and cautioned to inspect the Real Property to ascertain the any asbestos content and condition and corresponding hazardous or environmental conditions relating thereto. Grantor shall assist Grantee in obtaining any authorization that may be required to carry out any such inspection. Grantee shall be deemed to have relied solely on its own judgement in assessing the overall condition of all or any portion of the Real Property, including without limitation, any asbestos hazards or concerns.

C. Presence of Polychlorinated Biphenyls. Except for the 1162 and 1163 facilities, buildings on the Real Property were constructed prior to the enactment of the Toxic Substances Control Act of 1976, as amended, (15 U.S. Code §§ 2601 - 2692) that banned the manufacture of polychlorinated biphenyls ("PCBs"). Fluorescent light fixtures may contain trace amounts of PCBs. Spills from overheated ballasts and ballast management (e.g., removal from service) are subject to requirements found in 40 U.S. Code of Federal Regulations Part 761.

D. Grantor's Disclaimer.

1. No warranties, either express or implied, are given with regard to the condition of the Real Property including, without limitation, whether the Real Property does or does not

contain lead-based paint, asbestos, PCBs or petroleum residues attributable to past operations (see "Environmental Assessment for the Transfer of 1100 Area, Southern Rail Connection and Rolling Stock, Hanford Site, Richland, Washington," also contained in Attachment I) or is not safe for a particular purpose. The failure of Grantee to inspect or to be fully informed as to the condition of all or any portion of the Real Property shall not constitute grounds for any claim or demand for adjustment or noncompliance with the terms of this Indenture.

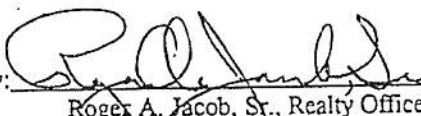
2. Grantor assumes no liability for damages for personal injury, illness, disability, or death to Grantee or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Real Property, whether Grantee has properly warned or failed to properly warn the individuals(s) injured.

XXIII. CULTURAL ARTIFACTS AND HISTORIC STRUCTURES

- A. Grantor conducted an inspection of the Real Property on February 3, 1998, in compliance with Part V, Paragraph C of the "Programmatic Agreement for the Built Environment," which states that the Grantor's Cultural Resources Program shall undertake a cultural assessment of the contents of historic buildings and structures to locate and identify artifacts that may have interpretive or educational value as exhibits for local, State of Washington, or national museums. Said assessment has been completed, and artifacts identified are listed in Attachment J.
- B. Grantor and Grantee shall jointly execute a Memorandum of Understanding ("MOU") with the Washington State Department of Community, Trade, and Economic Development, Office of Archeology and Historic Preservation that will address cultural resource issues associated with the Real Property and Railroad. After joint negotiation of an acceptable MOU, Grantee shall be bound by the terms of said MOU for the purposes of cultural artifacts disposition and care under the terms of this Indenture.

IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed the foregoing Indenture on the date first written above.

United States of America by and through the U.S. Department of Energy
GRANTOR:

By: 
Roger A. Jacob, Sr., Realty Officer, Richland Operations Office

Date: August 28, 1998

Witnessed by Notary Public: Deann K. Knutson State of Washington, County of Ben

My Commission Expires: July 04, 2001

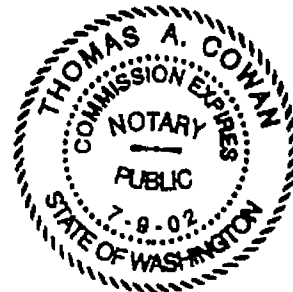
Port of Benton, Washington
GRANTEE:

By: *Ben Bennett*
Ben Bennett, Executive Director, Port of Benton, Washington

Date: September 25, 1998

Witnessed by Notary Public: Thomas A. Cowan

My Commission Expires: July 9, 2002



1100 AREA LEGAL DESCRIPTION

Beginning at the east quarter corner Section 15, Township 10 North, Range 28 East, W.M.; thence S 89° 34' 40" W, along the east-west centerline of said section, 2668.97 feet to the center of said section; thence S 1° 16' 21" E, along the north-south centerline of said section, 44.80 feet to a point on the south margin of Horn Rapids Road and the TRUE POINT OF BEGINNING. Thence N 89° 44' 03" E, along said south margin, 2589.81 feet to the east margin of Stevens Drive; thence S 0° 23' 34" E, 699.55 feet to the point of curve of a 5689.65 foot radius curve, the radial bearing to center being N 89° 26' 36" E; thence along the arc of said curve, to the left, through a central angle of 5° 43' 14", 568.07 feet, to the point of tangency; thence S 6° 06' 48" E, 1123.54 feet to the point of curve of a 5769.65 foot radius curve, the radial bearing to center being N 83° 53' 12" E; thence along the arc of said curve, to the right, through a central angle of 5° 44' 59", 578.99 feet to the point of tangency; thence S 0° 21' 49" E, 4,921.67 feet; thence S 1° 13' 35" W, 3,920.74 feet to the north margin of Spengler Street; thence continuing S 1° 13' 35" W, 30.34 feet to the easterly prolongation of the north line of the southeast quarter of the southeast quarter of Section 27, Township 10 North, Range 28 East, W.M.; thence S 89° 41' 15" W, along said prolongation, 26.88 feet to the northeast corner of the southeast quarter of the southeast quarter of said section; thence continuing S 89° 41' 15" W, 145.05 feet to the west margin of Stevens Drive, as recorded in Volume 152, page 217, records of Benton County, Washington. Thence S 1° 13' 46" W, parallel to the east line of said section 27, 1291.48 feet to the north margin of Snyder Road, as shown on said map of Section 27; thence S 89° 41' 14" W, parallel with the south line of said section, 1195.21 feet to the west line of said southeast quarter of the southeast quarter of said section; thence N 1° 11' 26" E, along the west line of said southeast quarter of the southeast quarter of said section, 1291.46 feet to the east-west centerline of the southeast quarter of said section; thence S 89° 41' 15" W, along said east-west centerline, 1340.01 feet to the west line of the east half of said section; thence N 1° 09' 06" E, along said west line, 3961.83 feet, to the north quarter corner of said section. Thence N 0° 25' 55" W, along the west line of the east half of Section 22, Township 10 North, Range 28 East, W.M., as recorded in Volume 152, page 212, records of Benton County, Washington, 5279.02 feet to the north quarter corner of said section. Thence N 1° 16' 21" W, along the west line of the east half of Section 15, Township 10 North, Range 28 East, W.M., as recorded in volume 152, page 211, records of Benton County, Washington, 2596.65 feet to the True Point of Beginning.

Contains 767.13 acres

ALSO, including those portions of Sections 14, 15 and 23, Township 9 North, Range 28East, W.M. depicted on Exhibit "A" of the United States Army Corps of Engineer's permit to the Washington State Department of Transportation dated 20, August 1980.

ALSO, all that part of Block 153, said Plat of Richland, EXCEPT that portion quitclaimed to the State of Washington in aforementioned quitclaim recorded in Volume 482, page 192, records of Benton County, Washington.

ALSO, all of Blocks 341, 342 and 345 of said Plat of Richland

ALSO, Tract 24-A as recorded in Volume 152, page 204, records of Benton County, Washington.

ALSO, including a "Railroad Easement" as written in the "Dedication and Easements" section of the dedication sheet for said Plat of Richland.

EXHIBIT 1



QUITCLAIM DEED

STATE OF WASHINGTON)
COUNTY OF BENTON)

Know All Men by these Presents

THAT the United States Department of Energy, Richland Operations Office (hereinafter called GRANTOR) for good and valuable consideration paid by the Port of Benton (hereinafter called the GRANTEE) does hereby grant, release, and quitclaim unto GRANTEE, and its successors and assigns:

ALL THOSE certain plots, pieces, or parcels of land, with the buildings, appurtenances, and improvements thereon erected, situate, lying, and being in the attached description and map for the 1100 Area contained in Exhibit A hereto, and the attached description and map for the Hanford Railroad, Southern Connection contained in Exhibit B hereto;

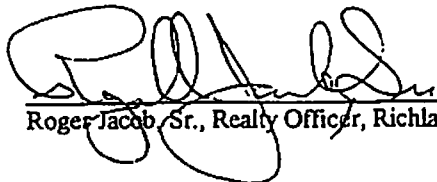
TOGETHER WITH all rights, titles, interests, and estates of GRANTOR not otherwise reserved in the Indenture and Amendment to Indenture, attached in Exhibit C hereto, executed between GRANTOR and GRANTEE and to any streets and roads abutting the above described premises to the center lines thereof;

EXCEPT FOR an easement for a road, currently known as Stevens Drive, comprising the following: south from the northeastern corner of the 1100 Area along the easternmost terminus of said property, and extending west the entire length of said easternmost terminus for exactly 200 feet, said terminus running S 0° 23'34" E 699.55 feet to the point of a 5689.65-foot radius curve, the radial bearing to center being N 89° 26'36" E; thence along the arc of said curve to the left through a central angle of 5° 44'59", 568.07 feet to the point of tangency; thence S 6° 06'48" E, 1123.54 feet to the point of a curve of a 5769.65-foot radius curve, the radial bearing to center being N 83° 53'12" E; thence along the arc of said curve to the right through a central angle of 5° 44'59", 578.99 feet to the point of tangency; thence S 0° 21'49" E, 4,921.67 feet; thence S 1° 13'35" W, 3,920.74 feet to the north margin of Spengler Street; thence continuing S 1° 13'35" W, 30.34 feet to the easterly prolongation of the north line of the southeast quarter of the southeast quarter of Section 27, Township 10 North, Range 28 East, W.M.;

EXCEPT FOR a license for a motor pool site operated by the General Services Administration (hereinafter called GSA), said site being approximately 150 feet by 450 feet and located south of building 1175 (address: 2565 Stevens Drive, Richland, Washington), a legal description of which shall be provided within 180 days of the effective date of conveyance under this instrument by Grantor herein, GSA retaining the right to add or remove any improvements or fixtures.

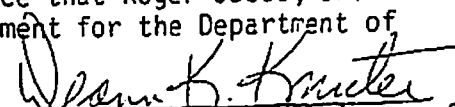
IN WITNESS WHEREOF, GRANTOR has executed this Quitclaim Deed on the 30th day of September 1998.

U.S. DEPARTMENT OF ENERGY
RICHLAND OPERATIONS OFFICE


Roger Jacob, Sr., Realty Officer, Richland Operations Office

STATE OF WASHINGTON
COUNTY OF BENTON

I certify that I know or have satisfactory evidence that Roger Jacob, Sr. is the person who appeared before me to execute this document for the Department of Energy.

Signature: 
Notary Public for the State of Washington

Dated: 10/7/98 Commission Expires: 7/9/01

EXHIBIT 2

EXHIBIT 2

RAILROAD LEASE Port of Benton-Tri-City Railroad Company

PARTIES:

LESSOR: PORT OF BENTON, a municipal corporation of the State of Washington, hereafter "Port".

TENANT: TRI-CITY RAILROAD COMPANY, L.L.C., a Washington limited liability company hereafter "Tenant".

RECITALS:

WHEREAS, the Port acquired the Southern Connection of the Hanford Railroad from the United States Department of Energy (hereafter "DOE") to prevent the closure of the railroad and to maintain railroad operations for economic development purposes.

WHEREAS, DOE conveyed the former 1100 Area to the Port to enable the Port to generate revenues to pay the costs of operation and maintenance of the railroad.

WHEREAS, the Port entered into an Operations and Maintenance Agreement with Livingston Rebuild Company dated October 1, 1998 which has been assigned to the Tenant and this agreement requires the Port to pay certain expenses related to the railroad, including insurance premiums, in excess of \$100,000.00 per year and the Port has the responsibility for the inspection, maintenance and replacement of the bridges and overpasses.

WHEREAS, the Port has been required to pay for the replacement of a section of the railroad bridge which was destroyed by fire.

WHEREAS, the Port entered into a Building Lease with Livingston Rebuild Company for the railroad maintenance building in the Port's Manufacturing Mall (formerly DOE's 1100 Area), which Lease has been assigned to the Tenant.

WHEREAS, the parties wish to transfer the costs associated with the operation of the railroad, including the insurance and the responsibility for the inspection and maintenance of the bridges and overpasses to the Tenant.

WHEREAS, the Port has been required to respond to an inquiry by the Railroad Retirement Board concerning the Port's liability for pension payments as an railroad operator and the Port wants to avoid classification as a railroad operator.

WHEREAS, the Port wishes to transfer the responsibility for rail operations and for negotiating with major carriers to the Tenant and to relieve the Port of the responsibility for such activities; now therefore it is hereby agreed among the parties as follows:

AGREEMENTS:

1. LEASE. Port hereby leases to Tenant upon the terms, covenants and conditions contained herein, the real and personal property known as the Port of Benton Railroad Southern Connection and the 1171 Building (hereafter the "Property"). The real property is described on Attachment 1.

1.1 The Property consists of approximately 16 miles of railroad trackage and right of way extending from the Richland Connection in Kennewick, Washington to the Port of Benton's Manufacturing Mall in Richland, Washington, and generally bordered by Horn Rapids Road on the north, formerly known as the 1100 Area, including the tracks, bridges, trestles, crossings and maintenance equipment. The equipment and fixtures are more particularly described on Attachment 2 to this Agreement.

1.2 The Tenant has been operating the Port of Benton railroad and has occupied the 1171 Building since October, 1998 and is fully familiar with the Property and agrees to take the Property in its present condition, and subject to the restrictions contained in the Indenture between the United States of America and the Port, the amendments thereto, and the Quit Claim Deed from the United States of America, copies of which has been provided to the Tenant. The Tenant agrees to take the Property in its present condition without warranties. The Tenant is relying upon its own inspections of the Property to determine whether to enter into this Lease, and the Tenant is not relying upon any representation made by the Port, its employees or agents, except as specifically set forth in this Lease.

1.3 The Port may acquire trackage rights to use additional railroad tracks owned by DOE serving the Hanford Project. To the extent that the Port acquires additional trackage rights from the DOE, the Port will attempt to negotiate an agreement with the Tenant to add the track rights to this agreement, if permitted by the terms of any agreements with the United States and to the extent the terms of the agreement for trackage rights are acceptable to the Tenant. An agreement to add additional track to this agreement, may require the Tenant to pay additional fees to the Port based upon volume of traffic over the tracks. Provided, that the Port may cancel any agreement with the United States for trackage rights without any further obligation to Tenant. Provided, further, in the event the Port terminates its agreement with the United States for trackage rights, the Tenant shall be free to negotiate with the United States for the trackage rights.

1.4 The Port of Benton currently has a Memorandum of Agreement with DOE to use the track north of Horn Rapids Road to the Energy Northwest Generating Station site, which the Port agrees to allow the Tenant to utilize under the terms of this Lease, provided that the Tenant maintains the track as herein required. DOE has proposed a Memorandum of Agreement with the Port of Benton for use of the Hanford Railroad north of the Energy Northwest Generating Station. After the execution of the MOA by the Port and DOE, the Port will permit the Tenant to utilize additional track which is covered by the MOA, provided that the Tenant complies with the terms and conditions of the MOA and subject to the provisions of this Lease.

2. TERM. This lease shall run for a period of ten years commencing on the 1st day of August, 2002 and terminating on the 31st day of March, 2012.

2.1 The Tenant shall have the option to extend this Lease for two additional terms of ten years each after the expiration of the initial term and after the expiration of the first renewal term.

2.2 The option to extend this Lease shall be deemed to have been exercised unless the Tenant shall give the Port written notice of its intent not to exercise an option at least one hundred eighty (180) days prior to termination of the initial term or the expiration of the first renewal term.

2.3 The Tenant may only exercise the right to extend the term of this Lease if the Tenant is not in material default in the performance of the terms of this Lease at the time the Tenant exercises the option or at the time an option is deemed to be exercised under Section 2.2.

2.4 In the event the Tenant elects not to exercise the Lease extension as provided in this Section, then this Lease shall terminate and the Tenant shall have no further rights under the terms of the Lease.

3. RENT. Tenant shall pay rent, in advance on the first day of each month during the term of this lease, in the following amounts:

3.1 During the initial term of the lease, the parties have agreed that the monthly rental for the real property, railroad trackage, right of way and building more particularly described in Attachment 1, shall be \$2,000.00, plus the applicable leasehold tax as hereafter provided.

3.2 In addition to the rent for the real property, the Tenant shall pay \$2,000.00 per month as rent for the railroad maintenance and operation equipment owned by the Port and more particularly described on Attachment 2. The Tenant shall be responsible for the payment of any sales tax which may be payable as a result of the lease of equipment.

3.3 Rent payments shall be made payable to the Port of Benton and shall be paid at the Port offices at 3100 George Washington Way, Richland, Washington, or at such other address as the Port shall direct in writing.

3.4 In addition to the rent provided for herein, the Tenant shall pay the Leasehold Tax as required by the Revised Code of Washington Chapter 82.29A, as the statute may be hereafter amended. The Leasehold Tax shall be paid with each monthly installment of rent. The current leasehold tax rate is 12.84%.

3.5 Commencing five (5) years from the commencement date of this lease, and on every anniversary thereafter, the minimum rent set forth in sections 3.1 and 3.2 shall be increased in order to reflect the proportionate increase, if any, occurring between the commencement date and such adjustment date in the cost of living as indicated by the Consumer Price Index for Urban Consumers - Western US Average - All Items, as published by the U.S. Department of Labor's Bureau of Labor Statistics (the "Index"). Such adjustment shall be accomplished by multiplying the numerator of which shall be the Index level as of the January preceding the date of adjustment, and the denominator of which shall be the Index level as of the January preceding the Lease commencement date. Any adjustment of rent shall become effective immediately. In no event shall the rent be less than that specified in sections 3.1 and 3.2. If the index is discontinued, Landlord shall substitute a similar index of consumer prices.

3.6 Any rent payment not paid within ten days of the date upon which the Tenant receives notice that a payment is past due shall accrue interest on the unpaid rent at the rate of one and one-half percent of the late payment for each month or portion of month by which the payment is delayed.

4. **CONDITION OF PROPERTY.** The Tenant shall take the Property in its present condition, without warranties or representations by the Port except as set forth in this Lease. The Tenant shall be responsible for the maintenance and repair of the railroad maintenance and operation equipment owned by the Port and used by the Tenant pursuant to this Lease. In the event any of the Port equipment becomes inoperable or unusable for any reason the Port shall not be required to provide replacement equipment. If the equipment becomes obsolete or inoperable through no fault of the Tenant, the unusable equipment shall be returned to the Port and the rent shall be adjusted to account for the equipment which is no longer being used by the Tenant. This provision shall not apply to the equipment that becomes inoperable due to the Tenant's failure to properly maintain the equipment.

5. **SECURITY.** The Tenant shall provide a rent security in accordance with RCW 53.08.085 in an amount equal to the rent and Leasehold Tax to be paid during the initial year of this Lease.

6. **TAXES AND ASSESSMENTS.** Tenant shall pay all taxes assessed against the buildings and improvements owned by the Tenant and the other property of Tenant located upon the Property, promptly as the same become due. Tenant shall pay all assessments hereafter levied against the Property, or a portion thereof, during the term of this Lease, including assessments coming due to any special purpose governmental district; provided, however, if the assessment is payable in installments, whether or not interest shall accrue on the unpaid installments, the Tenant may pay the assessments in installments as they become due, provided

that the Tenant's obligation to pay the assessments levied during the term of the Lease, even though paid in installments, shall survive the termination or expiration of this Lease.

6.1 Tenant may contest the legal validity or amount of any taxes, assessments or charges which Tenant is responsible for under this Lease, and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax, assessment or charge, Tenant may withhold or defer payment or pay under protest but shall protect Port and the Property from any lien. Port appoints Tenant as Port's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments or charges.

7. USE. The Tenant shall use the Property for the operation and maintenance of railroad transportation facilities, for uses in conjunction with or reasonably connected to the permitted uses and for no other purposes except those approved in writing by the Port.

7.1 The Tenant's use, operations, and maintenance of the tracks shall comply with the provisions of the Quit Claim Deed and Indenture from the United States of America through which the Port acquired title to the property. In addition, the Tenant shall comply with all laws, rules and regulations applicable to the Tenant's use, operation and maintenance of the property. Any tariffs imposed upon the use of the railroad by the Tenant shall be reasonable in light of the use of the railroad and shall be subject to the review and approval of the Port, to insure compliance with the Port's agreements with the United States.

7.2 In the event the Department of Energy, or any user of the railroad files a complaint with the Port concerning the Tenant's rates, tariffs or operations, the Port will notify the Tenant of the complaint and will attempt to resolve the complaint through negotiations with the Tenant and the complainant.

7.2.1 If the complaint involves matters which are within the purview of National Surface Transportation Board (NSTB), the Port will, to the extent applicable, utilize the rules of the NSTB to resolve the dispute.

7.2.2 If the Port is unable to resolve the complaint which is within the jurisdiction of the NSTB and which the NSTB will accept for resolution, the complaint shall be referred to the NSTB, if permitted by the terms and conditions of the Indenture and the Quit Claim Deed.

7.2.3 Complaints which can not be referred to the NSTB, shall be resolved pursuant to the terms and conditions of this Lease.

7.3 The Port acquired title to the Property by conveyances from the United States of America. The Tenant covenants that it will not use the Property in any manner which would subject the Property to forfeiture under the provisions of the above-described Indenture or quit claim deed.

7.4 The Tenant shall not take any actions which will amend, modify, terminate or invalidate any existing contracts which the Port has with any other railroad carrier, without the

Port's prior written consent. The Tenant shall continue to provide railroad access to areas currently served by the railroad unless the Port and Tenant mutually agree that such access is no longer practicable.

8. MAINTENANCE OF PROPERTY. Throughout the term of this Lease, Tenant, at its sole cost and expense, shall maintain the Property and all improvements and fixtures then existing thereon in good condition and repair, subject to reasonable wear and tear, and in accordance with all applicable covenants, laws, rules, ordinances, and regulations of governmental agencies applicable to the maintenance and operation of the railroad, provided, however, that the Port shall be responsible for the maintenance of the roof and the exterior walls of the 1171 Building. The Tenant will maintain the equipment described on Attachment 2 in good working condition and repair, ordinary and usual wear and tear excepted.

8.1 Tenant will provide for regular inspections of the railroad bridges, spans and overpasses by certified personnel. The inspections will comply with the requirements of CFR 49 and any other applicable laws and regulations to maintain the railroad as a Class 3 railroad. Tenant will promptly repair any conditions which require repair or replacement in order to comply with applicable rules and regulations. The obligation to maintain the railroad shall include the maintenance, repairs or replacements of the bridges, spans and overpasses and the maintenance, repair and replacement of the tracks which cross the bridges, spans and overpasses. In the event the Port assigns trackage rights to the Tenant pursuant to agreements with DOE, and the Tenant accepts the trackage rights, the Tenant agrees to assume the obligation to maintain the additional track in accordance with the terms and conditions of the agreement which the Port has entered into with DOE.

8.2 Any repairs or maintenance which is necessary for safety or the protection of life and property shall be done as soon as possible. Tenant shall promptly report any such conditions to the Port.

8.3 Tenant will provide for regular inspections and maintenance of the railroad crossings and the crossing signals by certified personnel. The inspections will comply with CFR 49 and any applicable law and regulations. The crossings and crossing signals shall be maintained in at least their present condition.

8.4 Tenant will provide all of the labor and materials necessary to maintain, repair or replace any of the railroad as required to meet the conditions of this contract.

8.5 Tenant shall be responsible for the maintenance of the equipment during the term of this agreement and shall insure the equipment against loss or damage. Upon the termination of this agreement or if Tenant determines that the equipment is no longer needed for maintenance of the railroad, Tenant shall return the equipment to the Port in its present condition, reasonable wear and tear excepted.

8.6 In the event the equipment becomes unavailable for use due to obsolescence or for any other reason, Tenant shall provide sufficient equipment to fulfill its obligations under the terms of this agreement.

8.7 The equipment shall be used only for the maintenance and operation of the railroad and for no other purpose without the prior written consent of the Port and an use agreement which provides for payment for the use of the equipment.

8.8 The Port shall retain title to the equipment and the Port may dispose of any of the equipment which is not needed for the maintenance of the railroad.

9. **CONDITIONS OF CONSTRUCTION.** Before any construction, reconstruction or alteration of the improvements on the Property, except for interior improvements or non-structural modifications is commenced and before any building materials have been delivered to the Property in connection with such construction, reconstruction or alteration by Tenant or under Tenant's authority, Tenant shall comply with all the following conditions or procure Port's written waiver of the following condition or conditions:

9.1 Tenant shall deliver to Port, for its approval, one set of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of Washington including, but not limited to, preliminary grading utility connections, locations of ingress and egress to and from public thoroughfares, curbs, gutters, parkways, street lighting, designs and locations for outdoor signs, storage areas, and landscaping, all sufficient to enable Port to make an informed judgment about the design and quality of construction. All improvements shall be constructed within the exterior property lines of the Property provided that required work beyond the Property on utilities, access, and conditional use requirements will not violate this provision. Tenant shall permit Port to use the plans without payment for purposes relevant to and consistent with this Lease.

9.2 The Port shall examine the plans and specifications for the purpose of determining reasonable compliance with the terms and conditions of this Lease, the Protective Covenants and compatibility with the overall design and use. Approval will not be unreasonably withheld. Approval or disapproval shall be communicated to the Tenant, and disapproval shall be accompanied by specification in reasonable detail of the grounds for disapproval; provided that Port's failure to disapprove the initial construction plans within fourteen (14) days or subsequent construction plans within thirty (30) days after delivery to Port shall be considered to be approval.

9.3 Tenant shall prepare final working plans and specifications substantially conforming to preliminary plans previously approved by the Port, submit them to the appropriate governmental agencies for approval, and deliver to Port one complete set as approved by the governmental agencies.

9.4 Tenant shall notify Port of its intention to commence the initial construction at least fourteen days before commencement of any such work or delivery of any

materials. The notice shall specify the approximate location and nature of the intended improvements. During the course of construction, Port shall have the right to post and maintain on the Property any notices of non-responsibility provided for under the applicable law, and to inspect the Property at all reasonable times.

9.5 Except as specifically provided in this Lease, Port makes no covenant or warranties respecting the condition of the soil or subsoil or any other condition of the Property.

9.6 Once work is begun, Tenant shall, with reasonable diligence, complete all construction of improvements. Construction required at the inception of the Lease shall be completed and ready for use within eighteen (18) months after commencement of construction, provided that the time for completion shall be extended for so long as the Tenant is prevented from completing the construction due to delays beyond the Tenant's control; but failure, regardless of cause, to commence construction within eighteen (18) months from the commencement date of the Lease shall, at Port's election exercised by thirty days written notice, terminate this Lease. All work shall be performed in a workmanlike manner, substantially comply with the plans and specifications required by this Lease, and comply with all applicable governmental permits, laws, ordinances, and regulations.

9.7 Tenant shall pay the cost and expense of all Tenant's improvements constructed on the Property. Tenant shall not permit any mechanic's, or construction liens to attach to the Property. Tenant shall not permit any mechanics', materialmen's, contractors' or subcontractors' lien arising from any work of improvement performed by or for the Tenant to be enforced against the Property, however it may arise. Tenant may withhold payment of any claim in connection with a good faith dispute over the obligation to pay, so long as Port's Property interests are not jeopardized. Tenant shall defend and indemnify Port against all liability and loss of any type arising out of the construction of improvements on the Property by Tenant. Unless caused by the Port, its agents, contractors, and invitees, Tenant shall reimburse Port for all sums paid according to this paragraph, together with the Port's reasonable attorneys' fees and costs plus interest on those sums at the legal rate.

9.8 On completion of the construction of any improvements, additions or alterations, covered by this Section 9, Tenant shall give Port notice of all structural or material changes in plans or specifications made during the course of the work and shall at that time supply Port with drawings accurately reflecting all such changes. Changes which are non-structural or which do not substantially alter the plans and specifications as previously approved by the Port do not constitute a material change.

10. OWNERSHIP OF IMPROVEMENTS. All improvements constructed on the Property by Tenant as permitted by this Lease shall be owned by Tenant until termination of this Lease. Upon the termination of this Lease for any reason, any buildings, improvements or trade fixtures installed on the Property shall become the property of the Port. Provided, however, in the event, the Tenant has failed to maintain the Property as required by this Lease, or the Property is contaminated by toxic or hazardous materials as the result of the actions of the Tenant or its successors, such that in any event the value of the improvements is less than the cost of removal,

remediation or renovation to bring the Property into compliance, then the Port may require the Tenant to remove any improvements or trade fixtures installed by the Tenant. The Tenant shall repair, at Tenant's expense, any damage to the Property resulting from such removal.

10.1 The equipment and fixtures on the property which belong to the Port shall remain the property of the Port and the Tenant shall be required to maintain the Port-owned equipment and fixtures during the term of this Agreement. The equipment and fixtures owned by the Port shall be returned to the Port upon the termination of this Agreement, reasonable wear and tear excepted.

11. ASSIGNMENT AND SUBLETTING. Tenant shall neither assign, sublet nor transfer its interest in this Lease, in whole or in part, to any person or entity, without Port's prior written consent. Each sublease for any portion of the premises in addition to the reference to Section 7 of this lease, shall specifically advise the subtenant that the sublease is subject to the reverter contained in the deed and indenture from the United States to the Port of Benton. No assignment or sublease of the Lease shall relieve the Tenant of its obligations under this Lease.

12. INSURANCE. Throughout the term, at Tenant's sole cost and expense, Tenant shall keep or cause to be kept in force, for the mutual benefit of Port and Tenant, comprehensive broad form railroad liability insurance (including a contractual liability endorsement) against claims and liability for personal injury, death or property damage arising from the use, operation, maintenance, occupancy, misuse, or condition of the Property and improvements, with limits of liability of at least \$5,000,000 and with deductibles in such amounts as may be reasonably acceptable to the Port. The Port shall be an additional insured on such policies.

12.1 RAILROAD PROPERTY INSURANCE. Throughout the term of the Lease, at Tenant's sole cost and expense, the Tenant shall keep or cause to be kept in force, for the mutual benefit of the Port and the Tenant, property insurance insuring all of the tracks, bridges, trestles, crossing and other improvements, fixtures, equipment and all of the railroad property subject to this lease against loss or damage from any cause, with the Port named as the owner of the insured property. The property shall be insured for its actual replacement value with such deductibles as are acceptable to the Port.

12.2 BUILDING PROPERTY INSURANCE. The Port shall maintain property insurance insuring the improvement known as the 1171 Building described in Attachment 1 against loss or damage from fire, flood, wind, or other natural disasters, with the Port named as the owner of the insured property. The property shall be insured for its actual replacement value with such deductibles as are acceptable to the Port. The Tenant shall maintain insurance coverage on the Tenant's property, fixtures and equipment located on the premises.

12.3 PROOF OF COMPLIANCE. The Tenant shall provide the Port with Certificates of Insurance showing the coverages and deductibles. All property insurance which the Tenant is required to maintain on the Port's property shall name the Port as the owner of the property and shall insure the Port's interest in the property. The Tenant shall deliver to Port, in the manner required for notices, a copy or certificate of all insurance policies required by this

Lease. Tenant shall include a provision in each of its insurance policies requiring the insurance carrier to give Port at least ninety (90) days prior written notice before such policy terminates. Tenant shall not substantially modify any of the insurance policies required by this Lease without giving at least ninety (90) days prior written notice to Port.

13. INDEMNIFICATION. The Tenant shall indemnify and hold the Port harmless from all liability, claims, damages, losses, or costs, including attorney fees, arising out of any claim, suit, action, or legal proceedings brought against the Port by any party alleged to have resulted from the Tenant's use, operation, maintenance or occupation of the railroad or any portion of the premises or any of Tenant's activities incidental thereto, or any breach or default in the performance of any of the terms or conditions of the Tenant's obligations under this lease agreement.

14. DEFAULT.

14.1 EVENTS OF DEFAULT. Each of the following events shall be a default by Tenant and a breach of this Lease.

14.1.1 The breach of any of the terms or conditions of the Lease Agreement

14.1.2 The failure or refusal to pay when due any installment of rent or other sum required by this Lease to be paid by Tenant, or the failure to perform as required or conditioned by any other covenant or condition of this Lease.

14.1.3 The appointment of a receiver to take possession of the Property or improvements, or of Tenant's interest in the leasehold estate or of Tenant's operations on the Property for any reason, unless such appointment is dismissed, vacated or otherwise permanently stayed or terminated within sixty days after the appointment.

14.1.4 An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liability; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within sixty days after the assignment, filing, or other initial event.

14.2 NOTICE. As a precondition to pursuing any remedy for an alleged default by Tenant, Port shall give written notice of default to Tenant, in the manner herein specified for the giving of notices. Each notice of default shall specify the alleged event of default and the intended remedy.

14.3 TENANT'S RIGHT TO CURE. If the alleged default is nonpayment of rent, taxes, or other sums to be paid by Tenant as provided in this Lease, Tenant shall have ten

(10) days after receipt of written notice to cure the default. For the cure of any other default, Tenant shall have thirty days after receipt of written notice to cure the default, provided, however, that if it takes more than thirty (30) days to cure a default, the Tenant shall not be in default if it promptly undertakes a cure and diligently pursues it.

14.4 TIME OF THE ESSENCE. Time is of the essence of this Lease, and for each and every covenant or condition which must be performed hereunder.

15. PORT'S REMEDIES. If any default by Tenant continues uncured after receipt of written notice of default and the period to cure as required by this Lease, for the period applicable to the default, subject to the provisions of Section 13, the Port has the following remedies in addition to all other rights and remedies provided by law or equity to which Port may resort cumulatively or in the alternative:

15.1 Without terminating this Lease, Port shall be entitled to recover from Tenant any amounts due hereunder, or any damages arising out of the violation or failure of Tenant to perform any covenant, condition or provision of this Lease.

15.2 Port may elect to terminate this Lease and any and all interest and claim of Tenant by virtue of such lease, whether such interest or claim is existing or prospective, and to terminate all interest of Tenant in the Property and any improvements or fixtures thereon (except trade fixtures). In the event this Lease is terminated, all obligations and indebtedness of Tenant to Port arising out of this Lease prior to the date of termination shall survive such termination. In the event of termination by Port, Port shall be entitled to recover immediately as damages the total of the following amounts:

15.2.1 The reasonable costs of re-entry and reletting, including, but not limited to, any expenses of cleaning, repairing, altering, remodeling, refurbishing, removing, Tenant's property or any other expenses incurred in recovering possession of the Property or reletting the Property, including, but not limited to, reasonable attorney's fees, court costs, broker's commissions and advertising expense.

15.2.2 The loss of rental on the Property accruing until the date when a new tenant has been or with the exercise of reasonable diligence could have been, obtained.

15.3 Port may re-enter the Property and take possession thereof and remove any persons and property by legal action or by self-help and without liability for damages, and Tenant shall indemnify and hold the Port harmless from any claim or demand arising out of such re-entry and removal of persons and property. Such re-entry by the Port shall not terminate the Lease or release the Tenant from any obligations under the Lease. In the event Port re-enters the Property for the purpose of reletting, Port may relet all or some portion of the Property, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of a period of rent-free occupancy or other rental concession, and Port may not be required to relet to any tenant which Port may reasonably consider objectionable.

15.4 In the event Port relets the Property as agent for Tenant, Port shall be entitled to recover immediately as damages the total of the following amounts.

15.4.1 An amount equal to the total rental coming due for the remainder of the term of this Lease, computed based upon the periodic rent provided for herein and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments thereafter applied against such total rent by virtue of the new lease.

15.4.2 The reasonable costs of re-entry and reletting, including but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Tenant's property, or any other expenses incurred in recovering possession of the Property or reletting the Property, including, but not limited to, attorneys' fees, court costs, broker's commissions and advertising expense.

15.5 All payments received by Port from reletting shall be applied upon indebtedness and damages owing to Port from Tenant, if any, and the balance shall be remitted to Tenant.

16. WAIVER. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default on the payment of that particular rental payment, regardless of Port's knowledge of the preceding breach at the time of accepting rent. Acceptance of rent or other payment after termination shall not constitute a reinstatement, extension or renewal of this Lease, or revocation of any notice or other act by Port.

17. ATTORNEYS' FEES. If either party brings any action or proceeding to enforce, protect or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party. Arbitration is an action or proceeding for the purpose of this provision. The "prevailing party" means the party determined by the court or the arbitrator to most nearly have prevailed.

18. ACCESS BY PORT. Port, or Port's representatives and agents, shall have access to the Property at reasonable times and upon reasonable notice, for the purpose of inspecting the Property; provided that Port shall exercise all reasonable efforts not to unreasonably disturb the use and occupancy of the Property by Tenant.

19. RECORDING OF LEASE. Either party to this Lease may record the Lease with the Auditor of Benton County. In lieu of recording the entire Lease either party may record a memorandum of lease setting forth the legal description of the property, the parties and the term of the Lease, together with any additional information which the party deems to be relevant, and

as long as the information in the memorandum is accurate the other party agrees to sign the memorandum of lease.

20. **HOLDING OVER.** In the event Tenant shall hold over after the expiration or termination of this Lease, or at the expiration of any option term, such holding over shall be deemed to create a tenancy from month-to-month on the same terms and conditions of the lease except that the rental rate shall be adjusted as provided in Section 3 and the rent shall be prorated over a 365 day year and paid by Tenant each month in advance. The tenancy may be terminated by either party giving the other party thirty days written notice of the intent to terminate.

21. **SECURITY FOR TENANT'S OBLIGATIONS.** In addition to the security provided for in Section 5, in order to secure the prompt, full and complete performance of all of Tenant's obligations under this Lease, including but not limited to, Tenant's obligations to protect and indemnify Port from any liability subject to the lien, if any, of the holder of the first mortgage against the property, Tenant hereby grants to Port a security interest in and assigns to Port all of Tenant's right, title and interest in and to all rents and profits from the Property, all of the materials stored on the premises, and all permanent improvements constructed thereon, to secure the Tenant's obligations under this Lease. In the event Tenant defaults in any of its obligations hereunder, Port shall have the right at any time after the period for cure provided in paragraph 15.3, without notice or demand, to collect all rents and profits directly and apply all sums so collected to satisfy Tenant's obligations hereunder, including payment to Port of any sums due from Tenant. The assignment of rents to the Port shall be subordinate to any assignment of rents to a leasehold mortgagee for security purposes. Such remedy shall be in addition to all other remedies under this Lease. This security interest will not extend to the Tenant's business receivables other than rents and profits from the property, provided that this exception will not affect the enforcement or collection of any judgment obtained against the Tenant by the Port.

22. **HAZARDOUS MATERIALS.** Tenant shall not take or store upon the Property any hazardous or toxic materials, as defined by the law of the State of Washington or by federal law, except in strict compliance with all applicable rules, regulations, ordinances and statutes. Tenant shall comply with the Port's Hazardous Materials Communications Policy, but shall not be subject to the notice requirements thereof in connection with the installation, use, operation, or removal of usual office equipment including, without limitation, computers and photocopiers.

22.1 Tenant shall not permit any contamination of the Property. The Tenant shall immediately remove any contaminants or pollutants and shall promptly restore the Property, subject to any condition existing prior to the commencement of this Lease, which shall be the responsibility of the Port.

22.2 Tenant shall defend Port and hold it harmless from any cost, expense, claim or litigation arising from hazardous or toxic materials on the Property or resulting from the contamination of the Property, caused by the acts or omissions of the Tenant, its subtenants, employees, agents, invitees, or licensees, during the term of this Lease.

22.3 In the event of the termination of this Lease for any reason, the obligation of the Tenant to restore the Property and the obligation to indemnify the Port set forth above, shall survive the termination.

23. GENERAL CONDITIONS.

23.1 NOTICES. Any notices required or permitted to be given under the terms of this Lease, or by law, shall be in writing and may be given by personal delivery, or by registered or certified mail, return receipt requested, or by overnight courier, directed to the parties at the following addresses, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law:

Port: Port of Benton
3100 George Washington Way
Richland, Washington 99352

Tenant: Tri-City Railroad Company, L.L.C.
2355 Stevens Drive
P.O. Box 1700
Richland, WA 99352

Any notice given shall be effective when actually received, or if given by certified or registered mail, upon the recipient's receipt of a notice from the U. S. Postal Service that the mailed notice is available for pick up.

23.2 NONMERGER. If both Port's and Tenant's estates in the Property or the improvements or both become vested in the same owner, this Lease shall nevertheless not be destroyed by application of the doctrine of merger except by the express election of the owner and the consent of the mortgagee or mortgagees under all mortgages existing upon the Property.

23.3 CAPTIONS AND TABLE OF CONTENTS. The Table of Contents of this Lease and the captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

23.4 EXHIBITS AND ADDENDA. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them. References to "this Lease" includes matters incorporated by reference.

23.5 SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties. The Port agrees that if the Property is sold, assigned, or

conveyed, except for any conveyance to the United States, the Port will place a provision in any conveyance making the conveyance subject to the terms and conditions of this Lease. The Port represents, that if this Lease is recorded, any subsequent conveyance of the Property by the Port will be subject to the terms of this Lease, with the exception of any conveyance to the United States.

23.6 NO BROKERS. Each party warrants and represents that it has not dealt with any real estate brokers or agents in connection with this Lease. Each party will indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorney fees) for any compensation, commission, or fees claimed by any broker or agent in connection with this Lease.

23.7 WARRANTY OF AUTHORITY. The persons executing and delivering this Lease on behalf of Port and Tenant each represent and warrant that each of them is duly authorized to do so and that the execution of this Lease is the lawful and voluntary act of the person on whose behalf they purport to act.

23.8 QUIET POSSESSION. The Port agrees that upon compliance with the terms and conditions of this Lease, the Tenant shall at all times have the right to the quiet use and enjoyment of the Property for the term of the Lease and any extensions.

23.9 LEASE CERTIFICATION. Upon the request of the Tenant the Port agrees to provide a written certification of the status of the Lease, to the best knowledge of the Port at the time of the certification, setting forth the following: i) whether the Lease is in full force and effect; ii) whether there have been any amendments or modifications to the Lease; iii) whether the Tenant is current in the payment of the rent and other charges under the terms of the Lease; iv) whether the Port is aware of any default or breach on the part of the Tenant.

23.10 PARTIAL INVALIDITY. If any provision of this Lease is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

23.11 CONSTRUCTION. The parties lease have reviewed this lease and have the opportunity to consult with their respective counsel. The lease shall not be deemed to be drafted by either party and the lease shall not be construed against either party as the drafter.

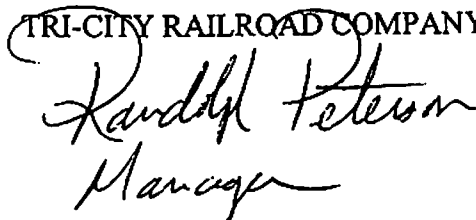
23.12 CONSENT. Whenever the consent or approval of a party to this Lease is required to be given by the terms of this Lease to the other party, such consent or approval shall not be unreasonably withheld or delayed.

DATED this 15th day of August, 2002.

PORT OF BENTON



TRI-CITY RAILROAD COMPANY, L.L.C.



Manager

By: [Signature]
By: _____
SCOTT D. KELLER

Executive Director

Title: _____

STATE OF WASHINGTON)

) ss.

County of Benton)

On this day, before me personally appeared Scott D. Keller to me known to be the Executive Director of Port of Benton Commission, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument and that the seal affixed thereto is the corporate seal of said corporation.

GIVEN UNDER my hand and official seal this 1st day of August, 2002.

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Pasco, WA

My commission expires: June 25, 2003

STATE OF WASHINGTON)

) ss.

County of Benton)

On this day, before me personally appeared Randolph Peterson to me known to be the Manager of Tri-City Railroad Company, L.L.C., and acknowledged the said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER my hand and official seal this 1st day of August, 2002.


NOTARY PUBLIC in and for the State of
Washington, residing at Pasco, WA
My commission expires: Jan 25, 2003

EXHIBIT 3

**EXHIBIT 3
CROSSING AGREEMENT
DUPORTAIL STREET**

After recording return to:

EASEMENT DEED

THE GRANTOR, **PORT OF BENTON**, a 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 and across the real estate situated in Benton County, Washington, more particularly described Exhibit 1.

This easement is granted for the purpose of constructing and installing a public street within the easement, 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 Railroad 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 Railroad Crossing Agreement.

DATED on this ____ day of _____, 2017.

PORT OF BENTON

By: _____

SCOTT D. KELLER,
Executive Director

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 Scott D. Keller, to me known to be the Executive Director of the Port of Benton, 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 Port, 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 _____, 2017.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My Commission Expires: _____

EXHIBIT 1

**LEGAL DESCRIPTION
PORT OF BENTON (RAILROAD)
OWNERSHIP 12 and 24
ADDITIONAL EASEMENT ACQUISITION
PROJECT NO. 30-07-050 DUPORTAIL STREET**

That portion of Block 153, Plat of Richland according to the Plat thereof, recorded in Volumes 6 & 7 of Plats (Records of Benton County, Washington) located in the Northwest ¼ 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 Street North 38°05'12" East, 169.97 feet;

Thence leaving said centerline South 51°54'48" East, 30.00 feet to a point on the existing Easterly right-of-way of Duportail Street, said point also being the most Westerly corner of said Block 153 and the POINT OF BEGINNING.

Thence along said existing Easterly right-of-way North 38°05'12" East, 70.00 feet to the most Northerly corner of said Block 153;

Thence leaving said existing Easterly right-of-way along the Northeasterly boundary of said Block 153 South 51°51'45" East, 75.00 feet;

Thence leaving said Northeasterly boundary South 38°05'12" West, 70.00 feet to a point on the Southwesterly boundary of said Block 153;

Thence along said Southwesterly boundary North 51°51'45" West, 75.00 feet to the POINT OF BEGINNING.

Containing 0.12 acres, more or less.

EXHIBIT 1

Together with;

That portion of Block 342, Plat of Richland according to the Plat thereof, recorded in Volumes 6 & 7 of Plats (Records of Benton County, Washington) located in the Northwest ¼ 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 Street North 38°05'12" East, 170.03 feet;

Thence leaving said centerline North 51°54'48" West, 30.00 feet to a point on the existing Westerly right-of-way of Duportail Street, said point also being the most Southerly corner of said Block 342 and the POINT OF BEGINNING.

Thence along said existing Southwesterly boundary of said Block 342 North 51°50'51" West, 60.00 feet;

Thence leaving said Southwesterly boundary North 38°05'12" East, 70.00 feet to a point on the Northeasterly boundary of said Block 342;

Thence along said Northeasterly boundary South 51°50'51" East, 60.00 feet to a point on the existing Westerly right-of-way of Duportail Street and also being the most Easterly corner of said Block 342;

Thence along said existing right-of-way South 38°05'12" West, 70.00 feet to the POINT OF BEGINNING.

Containing 0.10 acres, more or less.

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

END OF DESCRIPTION



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality
Key, 4 - Targeted Investments

Subject:

Resolution No. 57-17, Authorizing an Application to the Community Revitalization Board for a Planning Grant

Department:

Community & Development Services

Ordinance/Resolution Number:

57-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 57-17, authorizing an application to the Community Revitalization Board for a planning grant.

Summary:

The City of Richland is working with the Northwest Seaport Alliance (NWSA) and the Port of Benton (POB) to assess the feasibility of an inland port in the Horn Rapids Industrial Area. The initial step, identified to give credibility to the idea, is to study the operational capacity for a port and the rail traffic it would generate, as well as to assess the regional cargo owners' (typically agribusiness and manufacturing) need for a local port.

Working with our economic development partners, the City will apply for a \$50,000 planning grant from the Washington State Community Economic Revitalization Board (CERB).

Matching funds for this grant have been promised as follows:

- \$25,000 from the NWSA
- \$12,500 from the POB
- \$12,500 from the City of Richland

Staff recommends approval of Resolution No. 57-17, authorizing the City to submit the grant application as described above.

Fiscal Impact:

Should the grant be awarded, the City would be required to contribute to the matching funds for a total of \$12,500. Funds would be available from the Industrial Development Fund, appropriated fund balance.

Attachments:

- I. Resolution No. 57-17

RESOLUTION NO. 57-17

A RESOLUTION of the City of Richland authorizing application to the Community Economic Revitalization Board for funding of an operational and marketability study to determine feasibility of an inland seaport in the Horn Rapids Industrial Park.

WHEREAS, the City of Richland is the owner of the Horn Rapids Industrial Park;
and

WHEREAS, the City of Richland, Northwest Seaport Alliance and the Port of Benton wish to conduct an operational and marketability study to determine the feasibility of an inland seaport in the Horn Rapids Industrial Park, providing regional business with direct access to international trade; and

WHEREAS, the City of Richland has reached a tentative agreement with Northwest Seaport Alliance and the Port of Benton to fund such a study, each pledging to contribute matching funds; and

WHEREAS, Community Economic Revitalization Board (CERB) funding is integral to the project moving forward.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that City staff is authorized to prepare and submit an application to the Community Economic Revitalization Board for funding of an operational and marketability study to determine the feasibility of an inland seaport.

ADOPTED by the City Council of the City of Richland, at a regular meeting on the 21st day of March, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from February 27, 2017 - March 10, 2017 for \$4,336,964.08 including Check Nos. 242823-243242, Wire Nos. 6380-6393, Payroll Check Nos. 116805-117307, and Payroll Wire/ACH Nos. 9829-9849

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from February 27, 2017, to March 10, 2017 in the amount of \$4,336,964.08.

Summary:

Breakdown of Expenditures:

Check Nos.	242823-243242	1,284,067.75
Wire Nos.	6380-6393	671,347.47
Payroll Check Nos.	116805-117307	27,934.15
Payroll Wires/ACH	9829-9849	2,353,614.71
TOTAL		\$4,336,964.08

Fiscal Impact:

Yes

Total Disbursements: \$4,336,964.08.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
FEBRUARY 27 - MARCH 10, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6380 to 6393		
AW Rehn Insurance	Fire Health Reimbursement Account	21,000.00
Benton PUD	Purchase Hidden Hills PH1 (C67-05)	41,547.69
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	380,626.42
Conover	Section 125	5,565.22
Department of Licensing	Firearms Online Pmt for Concealed Licenses	837.00
Payment Processing, Inc.	Landfill Merchant Service Fees	687.42
Richland Golf Management Corporation	Col. Pt. Operating Reimb	127,904.37
Zenith Administrators	Insurance Claims	93,179.35
	Total Claim Wire Transfers	\$ 671,347.47
Payroll Wires & Direct Deposits (ACH) - Wire No. 9829 to 9849		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,353,614.71
Total Claim & Payroll Wires/ACH		\$ 3,024,962.18

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		0217BC	243153	CRIME VICTIMS COMP BCDC-FEB 17	\$706.38
CITY OF RICHLAND		022717	243045	CASHIER SHORTAGE-MULTIPLE	\$20.65
FARMER'S INSURANCE		20838-2016 BID	242874	REFUND 2016 BID FEES	\$16.80
FRINGE AT THE PARKWAY		INV 26394	242877	REFUND 21255 BID OVERPAYMENT	\$2.80
HUSA, E. IVAR		17-056 HUSA	243077	17-056 COMTECH TRAINING	\$205.20
JENSEN, KERWIN		17-038 JENSEN	243079	17-038 APA TRAINING	\$417.27
LARSEN, PAM BROWN		17-018 LARSEN	243084	17-018 ECA PEER EXCHANGE	\$309.00
PERMIT REFUND		2017-000002	243098	REFUND - CANCELLED PERMIT	\$911.48
STEVE COMPTON CFB		20419/26762	242937	A/R OVERPAYMENT INV 26762	\$1.40
WASHINGTON STATE TREASURER		0217WS	243235	FINES & FORFEITURES BC-FEB 17	\$35,152.60
UNASSIGNED TOTAL ****					\$37,743.58
Division: 001 CITY COUNCIL					
PARADISE BOTTLED WATER CO		02/17-CITYATTORNE	243209	BOTTLED WATER-FEBRUARY	\$22.01
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$0.46
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$13.02
CITY COUNCIL TOTAL ****					\$35.49
Division: 100 CITY MANAGER					
DAILY JOURNAL OF COMMERCE	S017316	3322110	242978	RFP 17-0023 CLASSIFICATION &	\$138.00
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$7.44
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$37.72
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$1.30
TRI CITY HERALD	S017318	2929931	243012	RFP 17-0023 CLASSIFICATION &	\$108.67
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$51.19
CITY MANAGER TOTAL ****					\$344.32
Division: 101 CITY CLERK					
BENTON COUNTY AUDITOR		2016 VOTER REG	242966	2016 VOTER REGISTRATION COSTS	\$88,852.78
PARADISE BOTTLED WATER CO		02/17-CITYATTORNE	243209	BOTTLED WATER-FEBRUARY	\$6.61
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$37.05
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$14.02
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$114.72
TRI CITY HERALD	S017318	2906623	243012	MTG NOTICE 010717 COUNCIL	\$32.13
	S017318	2911089		PHN 020717 COUNCIL SURPLUS PRO	\$42.02
	S017318	2923653		PHN 021217 COUNCIL REF. #29236	\$64.27
	S017318	2928280		PHN 022117 COUNCIL REF #29282	\$42.02
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$33.29
CITY CLERK TOTAL ****					\$89,238.91
Division: 102 CITY ATTORNEY					



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BELL BROWN & RIO PLLC		842	243030	PROSECUTION SRVCS-MARCH	\$22,143.88
PARADISE BOTTLED WATER CO		02/17-CITYATTORNE	243209	BOTTLED WATER-FEBRUARY	\$4.41
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$12.50
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$0.92
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$6.67
PRONTO PROCESS SERVICE INC		PTO-2017001675	243103	MESSENGER SERVICE-FEBRUARY	\$40.00
SUMMIT LAW GROUP PLLC		83275	243124	EMPLOYEE INVESTIGATION-CD	\$3,213.00
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$52.98
CITY ATTORNEY TOTAL ****					\$25,474.36
Division:	110	ASSISTANT CITY MANAGER			
PARADISE BOTTLED WATER CO		02/17-CITYATTORNE	243209	BOTTLED WATER-FEBRUARY	\$6.61
STRATEGIC GOVERNMENT RESOURCES INC		11922	243123	LEADERSHIP BOOK	\$19.95
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$34.72
ASSISTANT CITY MANAGER TOTAL ****					\$61.28
Division:	111	COMMUNICATIONS & MARKETING			
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$10.02
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$1.65
				POSTAGE 02/01/17 TO 02/28/17	\$2.05
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$30.78
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$12.93
				PHONE CHARGES 2/23-3/22/17	\$12.80
				PHONE CHARGES 2/23-3/22/17	\$0.27
COMMUNICATIONS & MARKETING TOTAL ****					\$70.50
Division:	112	CABLE COMMUNICATIONS			
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$14.15
CABLE COMMUNICATIONS TOTAL ****					\$14.15
Division:	113	HANFORD COMMUNITIES			
CITY OF RICHLAND		17-018 LARSEN	243046	17-018 ECA PEER EXCHANGE	\$309.00
LARSEN, PAM BROWN			243084	17-018 ECA PEER EXCHANGE	\$84.09
LUNDGREN, REGINA E		RCH-SB-502	242906	SPEAKERS BUREAU - FEBRUARY	\$320.00
PARADISE BOTTLED WATER CO		02/17-CITYATTORNE	243209	BOTTLED WATER-FEBRUARY	\$4.41
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$1.36
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$44.62
				POSTAGE 02/01/17 TO 02/28/17	\$0.46
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$3.90
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$9.16
HANFORD COMMUNITIES TOTAL ****					\$777.00
Division:	120	FIRE			
BENTON PUD		12/16-0249075457	243034	QTRLY RACK LEASE OCT-DEC 2016	\$516.76
CALLBACK STAFFING SOLUTIONS LLC		005104	243040	STAFFING CALLBACK SRVCS-FEB	\$184.96



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CALLBACK STAFFING SOLUTIONS LLC		005249	243161	STAFFING CALLBACK SRVCS-MAR	\$184.96
D&D TELECOMMUNICATION PROPERTIES LLC		327	243056	PERRY MONUMENT RD RENT-FEB	\$826.49
FRONTIER		02/17 2061880334	243063	VHF PHONE LINE 02/19-03/18/17	\$422.86
GOULD, ZACH		17-100 GOULD	243069	17-100 ENGINE BUILD PROJECT	\$94.00
INTERNATIONAL ASN OF ARSON INVESTIGATORS		1311090	243187	IAAI 2017 ITC CONF-WROOLIE	\$695.00
		1313859		IAAI 2017 ITC CONF- RAMSAY	\$695.00
OXARC INC		F345577	243207	FIRE EXT SERVICE ANNUAL MAINT	\$168.22
		F345578		FIRE EXT SERVICE ANNUAL MAINT	\$118.26
		F345579		FIRE EXT SERVICE ANNUAL MAINT	\$179.19
		F345580		FIRE EXT SERVICE ANNUAL MAINT	\$33.45
PARADISE BOTTLED WATER CO		02/17-FIRE ST 71	243209	BOTTLED WATER-FEBRUARY	\$51.84
		02/17-FIRE ST 72		BOTTLED WATER-FEBRUARY	\$79.29
		02/17-FIRE ST 73		BOTTLED WATER-FEBRUARY	\$56.42
		02/17-FIRE ST 74		BOTTLED WATER-FEBRUARY	\$70.14
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$7.36
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$16.24
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$14.26
RICHLAND ACE HARDWARE		55324	243108	CONTRL VOL ACE/WIRE CUP BRUSH	\$29.30
SPRINT		891160522-156	243119	RFD CELL PHONES 01/18-02/17/17	\$109.34
UPTOWN CLEANERS		31370	243232	LINEN/UNIFORM LAUNDRY SRVCS	\$283.39
		31415		LINEN/UNIFORM LAUNDRY SRVCS	\$275.99
		31503		LINEN/UNIFORM LAUNDRY SRVCS	\$305.50
		315557		LINEN/UNIFORM LAUNDRY SRVCS	\$282.22
XEROX CORPORATION	P057627	087975275	243142	OFFICE COPIER LEASE/USAGE (JAN	\$349.01
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$188.04
FIRE TOTAL ****					\$6,237.49
Division:	130	POLICE			
101 CLEANERS		02/17-9427360	243144	UNIFORM LAUNDRY SRVCS-FEB	\$294.34
A & A MOTORCOACH INC		69767	242823	CITIZENS ACADEMY TOUR-2/17	\$450.00
AT&T LONG DISTANCE		238143	243147	CELL SITE SEARCH	\$750.00
BENTON COUNTY SHERIFF'S OFFICE		11/16-MEDICAL	242837	MEDICAL SUPPLIES/SRVCS-NOV	\$3,107.24
CHARTER COMMUNICATIONS		03/17-0309703POL	243166	RPD INTERNET SRVCS 3/01-03/28	\$78.94
COLUMBIA BASIN DIVE RESCUE		2017-003	243171	2017 AGENCY SUPPORT	\$3,250.00
DAY WIRELESS SYSTEMS	P057596	198406-00	243057	MOTOROLA TRAVEL CHARGER FOR US	\$97.74
	P057596			ADJUST FOR TAX	(\$0.01)
	P057596			SHIPPING	\$5.42
		425573	243178	INSTALL LIGHT BAR	\$952.97
		428766	242860	RADAR CALIBRATION	\$91.22
DEPARTMENT OF LABOR & INDUSTRIES		4637	242865	TEAM EXPLOSIVE LICENSES	\$400.00
		4642		EXPLOSIVES LICENSE-BERGER	\$50.00
		4649		EXPLOSIVE LICENSES-CROUCH	\$50.00



City Of Richland

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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DEPARTMENT OF LABOR & INDUSTRIES		4650	242865	EXPLOSIVE LICENSES-HESLA	\$50.00
FRONTIER	S017308	02/17 2530035792	242981	TELEPHONE CHARGES 2/7/17 - 3/6	\$647.06
	S017317	03/17 2061882614		TELEPHONE CHARGES 2/19/17-3/18	\$65.82
GALLS, LLC	P057178	BC0380216	243065	SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			EMBROIDERED STARS ON FELT STRI	\$4.89
	P057178			ADJUST FOR TAX	(\$0.05)
	P057178			BUTTON REMOVAL LA103 WP	\$4.77
	P057178			BUTTON REMOVAL LA103 WP	\$4.77
	P057178			BUTTON REMOVAL LA103 WP	\$4.77
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$2.17
	P057178			BUTTON REMOVAL LA103 WP	\$4.77
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD ON LEFT ARM	\$1.09
	P057178			EMBROIDERED STARTS ON FELT STR	\$4.89
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD ON RIGHT ARM	\$1.09
	P057178			POROMERIC ACADEMY OXFORD SHOE	\$71.62
	P057178			DELUXE TROPICAL SHIRT LONG SLE	\$66.19
	P057178			DELUXE TROPICAL SHIRT SHORT SL	\$65.43
	P057178			DELUXE TROPICAL SHIRT SHORT SL	\$65.43
	P057178			MENS SINGLE BREASTED 4 BUTTON	\$268.99
	P057178			DELUXE TROPICAL SHIRT LONG SLE	\$66.19
	P057178			POMERIC ACADEMY OXFORD SHOE FW	\$71.62
	P057178			SHIPPING	\$48.91
	P057178			1/2in VANGUARD METALLIC STRIPP	\$22.13
	P057178			1/2 IN VANGUARD METALLIC STRIP	\$22.13
	P057178			MEN'S SINGLE BREASTED 4 BUTTON	\$268.99
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			ADD RANK STRIPE 1 ROW LA151 WP	\$18.99
	P057178			ADD RANK STRIPE 1 ROW LA151 WP	\$18.99
	P057178			LT BAR COLLAR GOLD SMALL CB564	\$45.61
	P057493	BC0380402		TR980 KHA 02 LNG 5.11 TACTICAL	\$162.88
	P057493			TR618 NAV 38 OB MENS POLY/WOOL	\$97.69
	P057493			ZA954 NAV 18 38 FLYING CROSS	\$67.28
	P057493			HASHMARK EMBLEM UA632 SERVICE	\$5.70
	P057493			TR980 KHA 04 LONG 5.11 TACTICA	\$81.44
	P057493			CUSTOMER SPECIFIC EMBLEM	\$4.34



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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P057493	BC0380402	243065	ADJUST FOR TAX	\$0.04
	P057493			SHIPPING	\$34.74
	P057493			RS104 GALLS CUFF KEY EXTENDER	\$41.25
INTERNATIONAL ASSN OF CHIEFS OF POLICE		1001242822	243188	2017 IACP DUES-C SMITH	\$150.00
		1001242823		2017 IACP DUES-C LEE	\$150.00
IRON MOUNTAIN INC		7346027963	242890	SHREDDING SRVCS-JANUARY	\$164.61
		NMK2832	243189	SHREDDING SRVCS-FEBRUARY	\$109.42
KITTITAS COUNTY		AR17-027	243197	FORCE SCIENCE TRAINING-JANSEN	\$50.00
LARSEN GUNSMITHING & FIREARMS	P057398	9084	243083	LARGE DUTY BELTS 23381 BIANCHI	\$134.39
LN CURTIS & SONS	S017237	INV73071	243089	1X5 NAMETAG BLZ STCH CUSTOM VE	\$15.15
	P057370	INV82244	243088	SHIPPING	\$32.58
	P057370			1X5 NAME PATCH PER BELOW:	\$212.10
	P057370			1X5 NAME PATCH PER BELOW:	\$575.69
	P057370			ADJUST FOR TAX	(\$0.01)
	S017237	INV82501	243089	DN6313NV CUSTOM NAVY OR. CITY	\$190.05
	S017237			SM02LVLIHIA SAFARI SM02 LVLIII	\$841.65
MIWALL CORPORATION	P057548	6054	243095	SHIPPING	\$60.00
	P057548			#80925 HORN 308 WIN 155GR AMAX	\$1,900.00
NET TRANSCRIPTS INC		0011829-IN	243205	TRANSCRIPTION SRVS - JAN	\$1,558.00
OXARC INC		R472524	243207	CYLINDER RENTAL	\$7.59
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$276.32
RIVER CITY TOWING INC		15318	242928	TOW CHARGE	\$48.87
		15328		TOW CHARGE	\$48.87
		15332	243218	TOW CHARGE	\$48.87
		15335		TOW CHARGE	\$48.87
		15337		TOW CHARGE	\$48.87
		15346		TOW CHARGE	\$48.87
		15353		TOW CHARGE	\$97.74
		15357		TOW CHARGE	\$48.87
		15366		TOW CHARGE	\$48.87
		15367		TOW CHARGE	\$48.87
SAN DIEGO POLICE EQUIPMENT CO	P057406	626516	242932	CCI-53651 SPEER LAWMAN 9MM 124	\$616.90
	P057406			CI-53617 SPEER GOLD DOT 9MM 12	\$398.69
	P057406			ADJUST FOR TAX	\$0.01
SPRINT		LCI 270707	242936	PHONE TRACE-LEWIS GEBBIE	\$90.00
THE ABY MFG GROUP INC DBA	P057397	0124663-IN	243126	FREIGHT	\$16.00
	P057397			INSURANCE & HANDLING FEES	\$14.50
	P057397			PATROL BADGE 154-R DOME/UNIFOR	\$475.00
TRANS UNION RISK & ALTERNATIVE DATA		02/17-204527	243228	RPD RECORDS SEARCH - FEB	\$110.00
TREASURE VALLEY COFFEE CO		108294	242948	RPD COFFEE DELIVERY	\$172.54
XEROX CORPORATION		088323552	243242	LX5-691344 BASE-FEB	\$230.92



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		088323553	243242	LX5-694258 BASE-FEB	\$205.98
		088323554		MX4-345491 BASE-FEB	\$433.39
		088323555		MX4-345537 BASE-FEB	\$222.18
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$315.23
				PHONE CHARGES 2/23-3/22/17	\$7.03
POLICE TOTAL ****					\$22,272.68
Division:	210	ADMINISTRATIVE SERVICES			
PARADISE BOTTLED WATER CO		02/17-ADMIN SRVCS	243100	BOTTLED WATER-FEBRUARY	\$7.40
THE WESLEY GROUP	P057293	6220	243128	HR RELATED ITEMS-CONTRACT 229-	\$375.00
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$20.61
ADMINISTRATIVE SERVICES TOTAL ****					\$403.01
Division:	211	FINANCE			
GARDA CL NORTHWEST INC		10279636	242982	ARMORED CAR SRVCS FEB 2017	\$435.20
MATRIX CONSULTING GROUP, LTD	S016955	16-44 #5 FINAL	242994	COST ALLOCATION STUDY	\$4,774.00
PARADISE BOTTLED WATER CO		02/17-ADMIN SRVCS	243100	BOTTLED WATER-FEBRUARY	\$34.71
				BOTTLED WATER-FEBRUARY	\$14.79
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$1,344.92
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$3,076.17
				POSTAGE 02/01/17 TO 02/28/17	\$597.60
		0217-1127-9365	243211	POSTAGE PURCHASE POWER	\$3,479.22
		1216/14823173(2)	243214	DIFF POSTAGE DEC 2016CORRECTED	\$1,043.68
POSTMASTER		PERMIT 153-2/14	242925	POSTAGE 2/9-2/16/17	\$3,632.73
		PERMIT 153-3/01	243213	POSTAGE 2/28-3/01/17	\$4,088.63
		PERMIT 153-FEB	243023	POSTAGE	\$8,959.08
RETAIL LOCKBOX INC		17024812	243106	UB PYMT PROCESSING FEB'17	\$2,222.83
TALENT WISE INC		96385020	242941	BACKGROUND CHECKS-JAN	\$5.43
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$78.22
				PHONE CHARGES 2/23-3/22/17	\$0.22
				PHONE CHARGES 2/23-3/22/17	\$136.75
FINANCE TOTAL ****					\$33,924.18
Division:	212	PURCHASING			
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$0.46
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$61.14
				PHONE CHARGES 2/23-3/22/17	\$44.84
PURCHASING TOTAL ****					\$106.44
Division:	213	INFORMATION TECHNOLOGY			
BERRY DUNN MCNEIL & PARKER, LLC	P056590	362036	243035	ERP CONSULTING SERVICES CONTRA	\$9,900.00
CASELLE INC	P057390	79181	242968	ANIMAL LICENSE SOFTWARE MONTHL	\$169.33
CERIUM NETWORKS INC	P057401	060052	243165	Cisco Annual Renewal	\$47,489.09
CHRYSALIS BTS LLLP	S017208	1541	243167	K2 PAF ENHANCEMENTS	\$6,843.50



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CHRYSLIS BTS LLLP	S017208	1541	243167	K2 TRAVEL REQUEST ENHANCEMENTS	\$7,900.00
COLUMBIA BASIN INFORMATION TECHNOLOGY	P057381	INV-000176	242975	INTERNET SERVICE MONTHLY FEE	\$800.00
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	P057487	93244601	242871	ESRI LICENSE RENEWAL, INCLUDES	\$58,539.86
	P057488	93244602	243059	ESRI LICENSE RENEWAL, INCLUDES	\$543.00
	P057532	93249098	242871	ESRI ROADS and HWYS for ArcGIS	\$3,153.86
HEWLETT PACKARD ENTERPRISE COMPANY	P057623	60198883	243073	Replacement Server Disk for	\$911.15
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$0.46
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$257.57
INFORMATION TECHNOLOGY TOTAL ****					\$136,507.82
Division:	220	HUMAN RESOURCES			
CITY VIEW MINI STORAGE		2017-UNIT 14	242850	STORAGE UNIT FEE 1/1-12/31/17	\$1,100.00
HYAS GROUP LLC		2040	242887	1Q 2017 COMP CONSULT FEE	\$9,250.00
		2041		1Q 2017 CONSULTING FEE-FIRE	\$1,500.00
		2042		1Q 2017 RHS CONSULT FEE	\$1,500.00
INTL PUBLIC MANAGEMENT ASSOCIATION		INV-26005-R1K8N1	242889	JUBB-2017 IPMA DUES	\$149.00
NASH, KATIE		021617	242917	REIMBURSE SUPPLY EXPENSE	\$95.56
ON SCENE MEDICAL SERVICES, P.C.		00012	243099	ON SCENE-PRE EMP-PHYS/VACCINES	\$100.00
				ON SCENE-PRE EMP-PHYS/VACCINES	\$595.00
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$1.09
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$15.93
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$13.23
WASHINGTON STATE TREASURER		2016 DRIVERS LIST	242864	2016-DRIVER RECORD REQUEST	\$897.00
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$73.88
HUMAN RESOURCES TOTAL ****					\$15,290.69
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		CNIN129696	243145	XEROX6204 MAINT 2/23-3/22/17	\$128.30
CITY OF RICHLAND		17-038 JENSEN	243046	17-038 WSDOT MEETING	\$417.27
JENSEN, KERWIN			243079	17-038 WSDOT MEETING	\$50.00
XEROX CORPORATION		087975258	242961	MX4-343179 BASE-JAN	\$287.85
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$6.40
				PHONE CHARGES 2/23-3/22/17	\$20.55
				PHONE CHARGES 2/23-3/22/17	\$20.92
				PHONE CHARGES 2/23-3/22/17	\$115.36
				PHONE CHARGES 2/23-3/22/17	\$28.26
				PHONE CHARGES 2/23-3/22/17	\$20.86
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$1,095.77
Division:	301	DEVELOPMENT SERVICES			
BENTON CLEAN AIR AUTHORITY		2017-COR-Q1	243152	1ST QTR 2017 ASSESSMENT PYMT	\$14,823.04
ONEZA & ASSOCIATES		#6	242920	COMP PLAN UPDATE	\$18,160.16



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$45.90
TRI CITY HERALD	S017318	2916355	243012	PHN 022317 TO CHANGE ZONING RA	\$113.03
	S017318	2932972		DNS FILE #EA2017-02 RAN ON 2/1	\$79.10
WATER SOLUTIONS INC		15438	243237	3 WTR MACHINES - MAR 2017	\$39.63
				3 WTR MACHINES - MAR 2017	\$16.29
XEROX CORPORATION		088323547	243242	LX5-692207 BASE-FEB	\$71.81
DEVELOPMENT SERVICES TOTAL ****					\$33,348.96
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$80.25
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$4.83
SHANNON & WILSON INC		8142	243219	GROUNDWATER MONITORING-SHOPS	\$1,844.92
REDEVELOPMENT TOTAL ****					\$1,930.00
Division:	303	LIBRARY			
BIBLIOTHECA ITG LLC		SI0024545-US	243036	RFID TAGS	\$2,553.88
CASCADE NATURAL GAS CORP		02/17 61897100006	242846	NAT GAS 955 NRTHGT 01/20-02/15	\$1,712.68
DAUBLE, DENNIS		011617 BOOK	242859	1 COPY - ONE MORE LAST CAST	\$10.00
FRONTIER	S017308	02/17 5099433152	242981	TELEPHONE CHARGES 10/4/16 - 11	\$370.33
	S017308			TELEPHONE CHARGES 2/4/17 - 3/3	\$373.40
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$416.50
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$331.52
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$420.89
THE GALE GROUP INC		60069437	242944	BOOKS-7 TITLES	\$189.24
		60069518		BOOKS-8 TITLES	\$211.28
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$155.69
LIBRARY TOTAL ****					\$6,745.41
Division:	331	PARKS & REC - RECREATION			
ACTIVE NETWORK LLC	P057594	81875591	243025	CL 4684 City Of Richland	\$1,998.38
	P057637	81875594		Hosted Payment Server Fees CL4	\$35.40
	P057637	81882868		CL 4684 CITY OF RICHLAND	\$330.75
	P057637	81883316		HOSTED PAYMENT SERVER FEES CL4	\$0.20
	P057637	81888418		CL4684 CITY OF RICHLAND	\$150.00
	P057637	81888424		HOSTED PAYMENT SERVER FEES CL4	\$0.10
	P057637	81890186		CL 4684 CITY OF RICHLAND	\$244.00
	P057637	81890195		Hosted PAYMENT SERVER FEES CL4	\$6.16
CITY OF RICHLAND CO-OP PRESCHOOL		FALL 2016	243168	PRESCHOOL CO-OP 9/12-11/30/16	\$700.00
		WINTER 2016/2017		PRESCHOOL CO-OP 12/8/16-3/2/17	\$892.50
ELIZABETH E TROST		JANUARY 2017	243179	JANUARY CLASS-5943	\$284.90
FRONTIER	S017317	03/17 2061882614	242981	TELEPHONE CHARGES 2/19/17-3/18	\$188.28
HEALTHY FEET LLC		FEBRUARY 2017	242882	FOOT CARE CLASSES-FEB	\$552.00
MASON, PATTI L			243199	FITNESS CLASSES - FEBRUARY	\$691.78



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$6.44
RICHLAND ACE HARDWARE		55306	242927	PUMP INFLATOR	\$14.31
		55432	243215	STAPLES	\$4.98
SUSAN KATHLEEN VITULLI		01/2017	243222	PAINTING CLASS #5891	\$168.75
		02/2017		PAINTING CLASS #5892	\$236.25
TALENT WISE INC		96385020	242941	BACKGROUND CHECKS-JAN	\$159.43
US LINEN & UNIFORM DBA		164841	243233	REC JACKET-FASTABEND	\$41.83
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$6.40
				PHONE CHARGES 2/23-3/22/17	\$38.39
				PHONE CHARGES 2/23-3/22/17	\$99.19
PARKS & REC - RECREATION TOTAL ****					\$6,850.42
Division:	335	PARKS & REC - PARKS&FACILITIES			
ARAMARK UNIFORM SERVICES INC	S017315	01/17-934962000	242964	LINEN CHARGES FOR JANUARY 2017	\$486.46
CITY OF RICHLAND		16-429 SWEENEY	242848	16-429 DBIA CERT WORKSHOP	\$120.00
FRONTIER	S017317	03/17 2061882614	242981	TELEPHONE CHARGES 2/19/17-3/18	\$31.00
	S017317			TELEPHONE CHARGES 2/19/17-3/18	\$1,085.40
G-A-P SUPPLY CORP DBA	S017307	20339833-00	243064	R/22 FREON PART #B92-085	\$13,683.60
GRAINGER	S017319	9368723756	243070	BATTERY ITEM #2VEW2	\$20.83
	S017319	9372620253		CHECK VALVE ITEM #40ZJ98	\$92.36
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$312.50
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$4.03
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$7.87
SWAGELOK NORTHWEST		8063774	242939	SWAGELOK PLUG	\$6.19
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$100.57
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$15,961.75
Division:	900	NON-DEPARTMENTAL			
DEPARTMENT OF HUMAN SERVICES		4TH QTR 2016	242979	4TH QTR LIQUOR TAXES & PROFITS	\$3,483.76
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$4.14
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$298.46
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$122.36
WASHINGTON CITIES INSURANCE AUTHORITY		FEBRUARY 2017	243137	WCIA CLAIMS PAID-FEB 2017	\$129.50
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$44.73
NON-DEPARTMENTAL TOTAL ****					\$4,082.95
GENERAL FUND Total ***					\$438,517.16
FUND	101	CITY STREETS			
Division:	401	STREETS MAINTENANCE			
BC SALES CO INC		B422154	243150	SAFETY VESTS	\$368.15
BENTON PUD		02/17 72866300000	243155	WYE LIGHTS-BADGER REPEATER	\$62.27



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CENTRAL HOSE & FITTINGS INC		450439	243164	HOSE BARB/CLAMP	\$9.47
		450440		HOSE SHANK RETURN	(\$15.73)
FRONTIER	S017317	03/17 2061882614	242981	TELEPHONE CHARGES 2/19/17-3/18	\$31.00
	S017317			TELEPHONE CHARGES 2/19/17-3/18	\$55.35
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$7.00
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$200.00
INLAND ASPHALT CO		2381802	243186	SCALE WEIGHT-READER BOARD	\$10.00
IRRIGATION SPECIALISTS INC		1199058-01	243190	2" PVC/2" PVC PARTS/ CAMLOCK	\$94.32
		1199072-01		2" PVC EL	\$4.24
		1199085-01		2" PVC/CAMLOCK	\$6.89
LEE, DWIGHT		020917	242902	REIMBURSE CDL ENDORSEMENT	\$102.00
RICHLAND ACE HARDWARE		55405	243215	ELBOW	\$8.13
RICHLAND NAPA		381510	243217	ANTI-FREEZE	\$32.51
TOTEM PACIFIC CORP	S017323	70956	243226	35.49 TONS ROAD SALT	\$3,079.14
	S017323	70960		35.60 TONS ROAD SALT	\$3,088.67
	S017323	70965		35.24 TONS ROAD SALT	\$3,057.44
	S017323	70966		35.35 TONS ROAD SALT	\$3,066.98
TRAFFIC SAFETY SUPPLY CO INC	S017281	124431	242947	DELINEATOR, SUPER DUCK SDR3, 3	\$1,563.84
	S017281			SIGN POST, 2" DIAMETER SQUARE	\$1,505.20
	S017281			SIGN POST, 2" DIAMETER SQUARE	\$640.20
	S017281			SLEEVE FOR SIGN POST, 12 GAUGE	\$604.36
	S017281			DELINEATOR, SUPER DUCK SDR3, 3	\$1,563.84
	S017281			CANTILEVER SIGN POST BRACKET,	\$563.89
	S017281			PIPE POST CAP, 2-3/8" WITH 12"	\$162.90
	S017281			SURFACE MOUNTED BASE FOR SIGN	\$97.74
	S017281			DELINEATOR, SAFE-HIT, 48" TALL	\$722.19
WESTERN CONCRETE ACCESSORIES		34309	243239	SONO TUBE 18"	\$71.87
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$25.59

STREETS MAINTENANCE TOTAL ****

\$20,789.45

CITY STREETS Total ***

\$20,789.45

FUND 112

INDUSTRIAL DEVELOPMENT FUND

Division:

305

ECONOMIC DEVELOPMENT

COLUMBIA INDUSTRIES SUPPORT LLC

0046069

243173

ON SITE SHREDDING WO #0070803

\$162.75

PITNEY BOWES PURCHASE POWER

0117/14823173(2)

243214

DIFF POSTAGE JAN 2017CORRECTED

\$1.15

0217/14823173

POSTAGE 02/01/17 TO 02/28/17

\$16.69

XEROX CORPORATION

087975258

242961

MX4-343179 BASE-JAN

\$75.00

ECONOMIC DEVELOPMENT TOTAL ****

\$255.59

Division:

306

ECONOMIC DEVELOPMENT
PROJECTS

ABADAN INC

ARIN071064

243145

PLAN PRINTING-SCHAEFFER ST

\$273.67



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
JUB ENGINEERS INC	P056376	106719	243081	STEPTOE-TAPTEAL INTERSECTION-S	\$2,870.00
PORT OF BENTON		0041571-IN	242924	C173-16B MSTRPLAN/RR TRKS HRIP	\$21,000.00
UNION PACIFIC RAILROAD CO	P057636	90069242	243132	STEPTOE-TAPEAL INTERSECTION -	\$1,705.04
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$25,848.71
INDUSTRIAL DEVELOPMENT FUND Total ***					\$26,104.30
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
GALLS, LLC	P057178	BC0380216	243065	BUTTON REMOVAL LA103WP	\$4.77
	P057178			SEW POLICE SHIELD ON LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD ON RIGHT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO LEFT ARM	\$1.09
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			BUTTON REMOVAL LA103 WP	\$4.77
	P057178			EMBROIDERED STARTS ON FELT STR	\$6.52
	P057178			ADD RANK STRIPE 1 ROW LA151 WP	\$18.99
	P057178			1/2in VANGUARD METALLIC STRIPP	\$22.13
	P057178			LARGE LIEUTENANT BARS CB044 GL	\$22.81
	P057178			DELUXE TROPICAL SHIRT LONG SLE	\$66.19
	P057178			POROMERIC ACADEMY OXFORD SHOE	\$71.62
	P057178			MENS SINGLE BREASTED 4 BUTTON	\$268.99
	P057178			SEW POLICE SHIELD TO RIGHT ARM	\$1.09
	P057178			DELUXE TROPICAL SHIRT SHORT SL	\$65.43
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$4.23
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$27.90
CJST POLICE ACTIVITY TOTAL ****					\$590.89
CRIMINAL JUSTICE SALES TAX Total ***					\$590.89
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$6.69
				PHONE CHARGES 2/23-3/22/17	\$6.40
CDBG PROGRAM TOTAL ****					\$13.09
COMMUNITY DEV BLOCK GRANT Total ***					\$13.09
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$3.00
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$6.69



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOME PROGRAM TOTAL ****					\$9.69
HOME FUND Total ***					\$9.69
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
CHARLES LAGGAN	P057631	R-2017-3	243043	CENTER PARKWAY EXTENSION -	\$250.00
STONeway ELECTRIC SUPPLY		S101940747.001	243122	PVC ELBOW&CONDUIT	\$15.42
THE LANGDON GROUP	P056990	0106784	243127	RACHEL ROAD ALIGHMENT STUDY -	\$20,069.88
WA STATE DEPT OF TRANSPORTATION		RE-313ATB70213080	243136	DUPORTAIL BRIDGE - GENERAL PRO	\$86.84
ARTERIAL STREETS TOTAL ****					\$20,422.14
STREETS CAPITAL CONSTRUCTION Total ***					\$20,422.14
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
FAMILY FARMS DBA	P056532	Q15-0135\RETAINAG	242873	CONSTRUCT BASKETBALL COURT AT	\$2,492.75
PARKS & REC PROJECTS TOTAL ****					\$2,492.75
PARK PROJECT CONSTRUCTION Total ***					\$2,492.75
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
ABSHER CONSTRUCTION CO	P057599	ABSHER 1	242825	HONORARIUM CITY HALL PROJECT	\$5,000.00
NON-DEPARTMENTAL TOTAL ****					\$5,000.00
GENERAL GOVT CONSTRUCTION Total ***					\$5,000.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANDERSON HEIGHTS DEVELOPMENT LLC		2016-LEXNGTN PH5	242827	DEV REFUND-LEXINGTON HTS PH	\$600.00
ANIXTER INC	P057103	3381587-05	243027	SLEEVE, COPPER 1/0 - 250 MCM,	\$1,233.48
	S017218	3439487-01		INSULATED CAP, 600A, W/TEST PT	\$10,946.88
	P057541	3483886-01		CABLE, SEC, UG 500 AL MCM USE/	\$7,747.52
	P057541	3483886-02		CABLE, SEC,OH TRIPLEX, #6 AL,	\$2,623.34
	P057541			CABLE, SEC,OH TRIPLEX, 1/0 AL,	\$2,897.01
BADGER MTN SOUTH DEVELOPMENT LLC		2016-W VINEYD PH1	242832	DEV REFUND-W VINEYARD PH1	\$23,400.00
BAUDER, MILO B		2016-CRST TRC 5/6	242835	DEV REFUND-WESTCLIFFE 5/6	\$600.00
		2016-CRSTD HLLS 8		DEV REFUND-CRESTED HILLS 8	\$1,200.00
		2016-FLCNCRST PH1		DEV REFUND-FALCONCREST PH1	\$1,800.00
		2016-WSTCLIF PH8		DEV REFUND-WESTCLIFFE PH8	\$600.00
BROOKS CUSTOM HOMES INC		2016-BRKSr ES PH7	242841	DEV REFUND-BRKSHIRE EST PH	\$1,800.00
CENTRAL MOLONEY INC	P056676	56029	243041	XFMR, POLE 25 KVA 240/480 1-PH	\$2,141.59
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S017324	3627-572350	243175	ADJUST FOR TAX	\$0.01



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S017324	3627-572350	243175	CONDUCTOR, CU, 4/0 19 STR BARE	\$1,302.10
GENERAL PACIFIC INC	S017223	1276752	243066	XFMR,PAD,3-PH 500 KVA 208Y/120	\$21,785.16
	S017223			XFMR,PAD,3-PH 2500KVA 480Y/277	\$60,709.57
GRAYBAR ELECTRIC CO INC	P057359	834/700/967/382	243184	TERMINAL,XFMR 6COND 750-1	\$1,026.27
	P057359			CONN, CT UTILCO PED 4-350,	\$862.72
	P057359			ADJUST FOR TAX	\$0.01
	P057359	989417585		TERMINAL, COMP 4/0 STR, 2-HOLE	\$64.38
	P057359	989738693		TERMINAL, XFMR 6 COND 500-2,	\$477.75
	P057359	990000585		TERMINAL, XFMR 6 COND 500-2,	\$2,070.26
HAYDEN HOMES		2016-CLWTR CK PH1	242880	DEV REFUND-CLEARWATER CRK P	\$6,000.00
		2016-CLWTR CK PH2		DEV REFUND-CLEARWATER CRK P	\$5,400.00
LAND TO LOTS LLC		2016-BRNTNGHM PH2	242900	DEV REFUND-BRNTNGHM HGTS PH	\$600.00
		2016-BRNTNGHM PH3		DEV REFUND-BRNTNGHM HGTS PH	\$1,200.00
		2016-BRNTNGHM PH4		DEV REFUND-BRNTNGHM HGTS PH	\$2,400.00
MAGULA, AARON		2016-DWELLINGS	242908	DEV REFUND-THE DWELLINGS	\$600.00
MBM ASSOCIATES		2016-SKYLN MW PH5	242909	DEV REFUND-SKYLINE MDW PH5	\$4,800.00
MICHAEL E HENRY		2016-HEARTWOOD	242911	DEV REFUND-HEARTWOOD	\$600.00
NOR AM INVESTMENT LLC		2016-VENETO VILL	242918	DEV REFUND-VENETO VILLAGGIO	\$600.00
NORTH STONE RICHLAND LLC		2016-CPERLEAF PH2	242919	DEV REFUND-COPPERLEAF PH2	\$600.00
		2016-CPERLEAF PH3		DEV REFUND-COPPERLEAF PH3	\$7,800.00
		2016-GRAYHAWK PH1		DEV REFUND-GRAYHAWK PH1	\$4,200.00
RC OF WASHINGTON		2016-WHT BLF PH1	242926	DEV REFUND-WHITE BLUFFS PH1	\$1,800.00
		2016-WHT BLF PH2		DEV REFUND-WHITE BLUFFS PH2	\$12,000.00
		2016-WHT BLF PH3		DEV REFUND-WHITE BLUFFS PH3	\$6,000.00
RON ASMUS HOMES INC		2016-HTS MDW PH4	242930	DEV REFUND-HGHTS AT MDW PH4	\$600.00
		2016-HTS MDW PH5		DEV REFUND-HGHTS AT MDW PH5	\$7,200.00
SULLIVAN ROWELL PROPERTIES		2016-HORN CRK PH2	242938	DEV REFUND-HORN CREEK PH2	\$8,400.00
WESCO DISTRIBUTION INC	P057553	751930	243138	SLEEVE ACSR AUTOMATIC, #4 & #2	\$137.38
	P057553	752621		SLEEVE, SERVICE #4-250,	\$371.41
	P057553	753050		SLEEVE UNINSULATED, #6 STRAND,	\$208.51
	P057553	753432		SLEEVE, SERVICE #8 - 3/0,	\$187.88
	P057553			SLEEVE 2/0 TRIPLEX NEUTRAL, #1	\$102.08
	P057553			SLEEVE, COPPER #6 - 1/0 STR,	\$103.82
	P057553			SLEEVE, SERVICE #4/0-500,	\$146.61
WESTCLIFFE LLC		2016-WSTCLF 10/11	242957	DEV REFUND-WESTCLIFFE PH10/	\$1,200.00
		2016-WSTCLF 14/15		DEV REFUND-WESTCLIFFE PH14/	\$6,600.00
		2016-WSTCLF PH12		DEV REFUND-WESTCLIFFE PH12	\$4,200.00
		2016-WSTCLF PH13		DEV REFUND-WESTCLIFFE PH13	\$4,200.00

TOTAL ****

\$234,145.74

Division: 501 BUSINESS SERVICES

CITY OF RICHLAND

17-052 HAMMOND

243046

17-052 NWPPA EDU DEV COMMIT

\$486.33



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FEDERAL EXPRESS CORP		5-719-15487	242980	SHIPPING-FEB 2017	\$25.82
FRONTIER	S017317	03/17 2061882614	242981	TELEPHONE CHARGES 2/19/17-3/18	\$89.95
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$5.54
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$21.24
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$8.57
TRI CITY HERALD	S017318	2905930	243012	RFQ - 2017 UTILITY ENGINEERING	\$115.92
UNITED PARCEL SERVICE	S017311	000986641087	242952	WEIGHT CORRECTION FOR PKG TO H	\$0.19
	S017311			GROUND PKG TO HJ ARNETT FOR PO	\$4.52
WATER SOLUTIONS INC		15438	243237	3 WTR MACHINES - MAR 2017	\$30.97
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$123.54
				PHONE CHARGES 2/23-3/22/17	\$129.23
				PHONE CHARGES 2/23-3/22/17	\$106.02
				PHONE CHARGES 2/23-3/22/17	\$56.44
				PHONE CHARGES 2/23-3/22/17	\$55.35
BUSINESS SERVICES TOTAL ****					\$1,259.63
Division:	502	ELECTRICAL ENGINEERING			
STANLEY CONSULTANTS, INC	P057429	0194081	243121	Electrical Distribution & Desi	\$17,836.90
TRI CITY HERALD	S017318	2945863	243012	PREQUALIFICATION OF ELECTRICAL	\$96.40
WA STATE DEPT OF TRANSPORTATION	P057651	SR240 MP28.2 FEE	243234	FRANCHISE AMENDMENT APPLICATIO	\$300.00
ELECTRICAL ENGINEERING TOTAL ****					\$18,233.30
Division:	503	POWER OPERATIONS			
ANIXTER INC	S017276	3478873-00	243027	MACLEAN #F8L-30-4.5 DOUBLE EYE	\$222.63
BEAVER BARK & ROCK		798746	243151	CONCRETE	\$162.88
BENTON PUD		02/17 72866300000	243155	WYE LIGHTS-BADGER REPEATER	\$13.02
D HITTLE & ASSOCIATES INC	P056798	11371	243055	REATA SUB TO DALLAS RD SUB TRA	\$118.00
FASTENAL COMPANY		WARIC63606	243060	SAFETY GLASS	\$37.62
GRAINGER	S017319	9369849451	243070	BOOT, HIP ITEM #5T258	\$70.86
HI-LINE UTILITY SUPPLY CO	S017277	10037176	243074	KELLEM GRIP #KE033-01-026	\$527.13
	S017277			FREIGHT	\$11.78
HJ ARNETT INDUSTRIES LLC	S017274	INV47830	243075	S&C LOADBUSTER TOOL REPAIR AND	\$1,025.42
KELLEY'S TELE-COMMUNICATIONS INC	P057372	022403012017	243082	AFTER HOURS EMERGENCY CALL SVC	\$293.95
PLATT ELECTRIC SUPPLY	S017313	L433886	243001	350 MCM THHN BLACK WIRE	\$109.51
YAKIMA WORKER CARE PLLC		19083	242962	DOT PHYSICAL-HENNING	\$120.00
POWER OPERATIONS TOTAL ****					\$2,712.80
Division:	504	SYSTEMS DIVISION			
FERGUSON ENTERPRISES		4994494	243061	6 PVC SWR PLUG	\$18.84
GENERAL PACIFIC INC	S017304	1276404	243066	THE BIRD T-BAR 5/8" DEEP SOCKE	\$338.83
	S017304	1276788		THE BIRD T-BAR 5/8" DEEP SOCKE	\$112.94
	S017304			THE BIRD T-BAR1/2" DEEP SOCKET	\$451.78
SPX TRANSFORMER SOLUTIONS INC	S017259	042130	243120	DEHYDRATING BREATHER 8K GL,	\$2,140.51



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SPX TRANSFORMER SOLUTIONS INC	S017259	042130	243120	DEHYDRATING BREATHHER 8K GL,	\$4,281.01
	S017259			DEHYDRATING BREATHHER 8K GL,	\$4,281.01
	S017259			DEHYDRATING BREATHHER 8K GL,	\$6,421.52
WESCO DISTRIBUTION INC	S017300	753051	243238	ABB FT-1 10 POLE TEST SWITCH.	\$944.82
	S017300			ABB FT-1 10 POLE TEST SWITCH.	\$944.82
	S017300			ABB FT-1 10 POLE TEST SWITCH.	\$923.10
	S017300			ABB FT-1 10 POLE TEST SWITCH.	\$923.10
SYSTEMS DIVISION TOTAL ****					\$21,782.28
Division:	505	ENERGY POLICY MGMT			
BENTON COUNTY AUDITOR/WEATHERWISE	P057628	151820 RELEASE	243031	RELEASE LIEN; ALAN, R. 1605 SW	\$73.00
	P057649	211480 RELEASE		RELEASE LIEN; R. MABE, 2406	\$73.00
	P057628	211520 RELEASE		RELEASE LIEN; PHARE, V. 1503	\$73.00
	P057628	342880 RELEASE		RELEASE LIEN: GOMEZ, B. 1420	\$73.00
	P057649	42300 RELEASE		RELEASE LIEN: C. HANDLEY; 708	\$73.00
	P057628	712180 RELEASE		RELEASE LIEN; CHESNEY,D. 2462	\$73.00
	P057628	72080 RELEASE		RELEASE LIEN: CHRISTENSEN, 125	\$73.00
	P057628	751380 RELEASE-		RELEASE LIEN; GREEN, V 1439	\$73.00
BENTON PUD		02/17-3287762373	243034	ELECTRIC SRVCS 01/19-02/19/17	\$1,068.21
CITY OF RICHLAND		292000	242849	1600 MCPHERSON-REBATE-WIN/INS	\$863.68
		342880		1420 KELLER-REBATE-WIN/HP	\$1,414.00
		352600	243047	74 WHITTEN-REBATE-WINDOWS	\$288.83
		612640	242849	1842 MAHAN-REBATE-HP	\$1,000.00
		782950		330 GREENBRROK PL-REBATE-WIN	\$662.00
		784240		1988 GREENBROOK-REBATE-HP	\$1,000.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		09ES-11128-FY2017	242977	1920 FOWLER-COMM LIGHTING	\$3,340.00
DAYCO HEATING & AIR		54850	242861	300 COL PT DR #K146-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC	P057498	24742	242862	WEATHERWISE LOAN: M. SARMIENTO	\$5,430.00
		24744		2101 KINGSTON-REBATE-HP	\$1,000.00
FINANCIAL CONSULTING SOLUTION GROUP	P057201	2614-21702073	243062	COSA, Rate Design Support, and	\$4,743.75
IWI INC	P056216	89218	242891	EE LOAN: N HAWKINS, 1600 MCPHE	\$2,556.75
JACOBS & RHODES INC		37190	243078	1724 HOWELL-REBATE-HP	\$1,000.00
	P057546	37312	242892	WEATHERWISE LOAN: B. GOMEZ, 14	\$10,508.14
PERFECTION GLASS		9939653569	242922	1507 JONES-REBATE-WINDOWS	\$430.92
	P057160	9939653944		WEATHERWISE LOAN: C. VANTINE;	\$5,981.77
	P057362	9993654222	243101	WEATHERWISE LOAN: M. BINGEMAN;	\$8,757.67
	P057362			ADJUST FOR TAX	\$0.01
		9993654227	243210	2026 NEWCOMER-REBATE-WINDOWS	\$417.42
RAY POLAND & SONS INC	S017242	C21-17/FINAL	243105	RETAINAGE	(\$618.25)
SMITH INSULATION INC		13737-COFR	243005	1516 HAINS-REBATE-INSULATION	\$154.90
		13752-COFR1		1331/1333 HAUPT-REBATE-INSULAT	\$852.80
		13837-COFR1	243220	83 NEWCOMER-REBATE-INSULATION	\$79.20



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTAL ENERGY MANAGEMENT INC		56402WWR	243225	1136 HILLS WEST WAY-REBATE-HP	\$1,000.00
	P057542	56404LOAN	242946	WEATHERWISE LOAN: KATAYAMA, 19	\$9,745.76
TRANS UNION LLC		02702406	243227	CREDIT REPORTS-FEBRUARY	\$14.40
TRI CITY GLASS INC	P056219	530380	242950	ADJUST FOR TAX	\$0.01
	P056219			EE LOAN: N HAWKINS, 1600 MCPHE	\$3,906.34
ENERGY POLICY MGMT TOTAL ****					\$67,182.31
Division:	506	TECHNICAL SERVICES			
GRAINGER	S017319	9368723764	243070	CENTER CUT BOLT CUTTERS ITEM #	\$241.31
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$21.88
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$625.00
HERC RENTALS INC	P057207	29137095-001	242883	NEW 2016 JLG DROP TRAILER MODE	\$9,446.03
	P057207			NEW 2016 GENIE MODEL GS-2032	\$13,676.00
	P057207			FREIGHT ESTIMATED	\$543.00
STONEMAN ELECTRIC SUPPLY		S101918219.001	243122	SLOTTED/SQ DRIVE BITS	\$11.55
TECHNICAL SERVICES TOTAL ****					\$24,564.77
ELECTRIC UTILITY FUND Total ***					\$369,880.83
FUND	402	WATER UTILITY FUND			
Division:	000				
BOUTEN CONSTRUCTION		15-01401	243037	REFUND HYDRANT METER #336	(\$30.00)
				REFUND HYDRANT METER #336	\$750.00
D & D TRI RIVERS EXCAVATING INC		20778/27884	242858	INV 27884 OVRPYMNT CHK#16616	\$30.00
				INV 27884 OVRPYMNT CHK#16616	\$40.85
HD SUPPLY WATERWORKS LTD	P057545	G787193	243072	METER BOX TOP SECTION, 12" 37	\$3,920.03
	P057545			FREIGHT	\$1,026.27
	P057545			METER BOX COVER, LW COMP 37	\$7,146.75
	P057545			METER BOX MID SECTION, 12" 37	\$2,755.83
LEONE & KEEBLE INC		16-00267	243085	REFUND HYDRANT METER #309	\$750.00
				REFUND HYDRANT METER #309	(\$30.00)
SAVAGE LOGISTICS		15-01729	243116	REFUND HYDRANT METER #363	\$750.00
				REFUND HYDRANT METER #363	(\$30.00)
VIKING BUILDERS LLC		16-02705	243135	REFUND HYDRANT METER #303	\$750.00
				REFUND HYDRANT METER #303	(\$30.00)
UNASSIGNED TOTAL ****					\$17,799.73
Division:	410	WATER CAPITAL PROJECTS			
HD FOWLER COMPANY INC	S017275	I4425049	243185	TRAFFIC REPAIR KIT FOR M & H 9	\$273.67
TRI CITY HERALD	S017318	2897640	243012	CALL FOR BID 17-0004 DUORTAIL	\$259.04
WATER CAPITAL PROJECTS TOTAL ****					\$532.71
Division:	411	WATER ADMINISTRATION			
BADGER MOUNTAIN IRRIGATION DISTRICT		2017 RAND/CRESTED	242831	2017 ASSESSMENT-RAND/CRESTED	\$379.98



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RH2 ENGINEERING INC	P055760	67192	243107	WATER SYSTEM PLAN-2015: #180-	\$1,084.18
WATER ADMINISTRATION TOTAL ****					\$1,464.16
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017315	01/17-934962000	242964	LINEN CHARGES FOR JANUARY 2017	\$64.08
BENTON FRANKLIN HEALTH DISTRICT		8672	243154	WATER SAMPLES	\$2,260.00
BENTON RURAL ELECTRIC ASSOCIATION		02/17-38510	243156	KENNEDY BOOSTER STATION	\$1,806.85
CASCADE NATURAL GAS CORP		02/17-28638100009	243163	NAT GAS 110 SAINT 01/20-02/15	\$10.85
COLUMBIA GRAIN & FEED INC		145623	243049	WATER PUMP	\$399.60
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$18.38
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$525.00
LAB/COR INC		170155-3556	243198	WATER SAMPLES	\$450.00
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$11.67
PLATT ELECTRIC SUPPLY		L452708	243212	BALLAST KIT/SCRUBBER	\$47.58
STEP SAVER INC	P057654	T493984	243221	STOP OFF / REDIRECT FEE	\$100.00
	P057654			PTO AND/OR DELIVERY	\$126.09
	P057654			BULK, SODIUM CHLORIDE (NACL)	\$841.20
	P057654			FREIGHT / SHIPPING CHARGE	\$740.62
UNITED PARCEL SERVICE	S017311	000986641077	242952	NDA PKG TO LAB/COR FOR WATER	\$23.37
XEROX CORPORATION		088323566	243242	LX5-693082 BASE-FEB	\$128.53
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$64.65
WATER OPERATIONS TOTAL ****					\$7,618.47
Division:	413	WATER MAINTENANCE			
CENTRAL HOSE & FITTINGS INC		452201	243164	HYDRANT METER PARTS	\$524.90
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-572458	243175	PLASTIC LATCH	\$46.92
EVERGREEN RURAL WATER OF WASHINGTON		34784	243180	CONFERENCE-MELVILLE	\$210.00
FASTENAL COMPANY		WARIC63660	243182	BOLTS	\$36.35
GRAINGER	S017319	9369849444	243070	QUICK ACTING TUBING ITEM #4A51	\$65.29
HD FOWLER COMPANY INC	S017293	I4430359	242881	HYDRANT, 5-1/2' BURY, M & H 92	\$2,160.86
	S017283	I4433840	243071	TAPPED REPAIR CLAMP, ROMAC	\$466.74
	S017283			TAPPED REPAIR CLAMP, ROMAC	\$534.09
	S017279	I4433841		COMPRESSION COUPLING, 10", ROM	\$414.80
	S017279			COMPRESSION COUPLING, 14", ROM	\$690.59
	S017279			COMPRESSION COUPLING, 8", ROMA	\$898.91
		I4436252	243185	COUPLERS/PIPE/GASKETS	\$684.21
KELLEY'S TELE-COMMUNICATIONS INC		276303012017	242991	ANSWERING SRVC CHARGES MARCH	\$60.50
RICHLAND ACE HARDWARE		212909	243215	BATTERY	\$15.19
		212916		FASTENERS/EPOXY	\$5.48
		55307		COPPER/COUPLER/ELBOW	\$72.72
		55314		CHISELS/PUNCH/SEALANT	\$72.71
		55354		FASTENERS/COPPER CAP	\$19.84



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RICHLAND ACE HARDWARE		55403	243215	PVC CUTTER/THREAD TAPE	\$20.80
SAVAGE LOGISTICS		15-01729	243116	REFUND HYDRANT METER #363	(\$100.00)
TOTAL COLLISION AND INJURY CARE LLC		1141	243130	DOT PHYSICALS	\$200.00
UNITED PARCEL SERVICE	S017322	000986641097	243133	NDA PKG TO HF SCIENTIFIC FOR W	\$21.75
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$20.32
WATER MAINTENANCE TOTAL ****					\$7,142.97
WATER UTILITY FUND Total ***					\$34,558.04
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
APOLLO INC		C266-16/RETAINAGE	242828	WWTF HYPOCHLORITE PIPING MODS	\$431.03
ECI SERVICES	P056944	C200-16/PMT4	242869	C200-16/PMT 4 RETAINAGE	(\$2,141.90)
WILDLANDS INC	P055619	C141-15/PYMNT 4	243018	C141-15/PYMNT 4 RETAINAGE	(\$173.00)
WILLIAMS BROTHER CONSTRUCTION, LLC	P055643	156-15/PMT 10	243019	156-15/PMT 10 RETAINAGE	(\$422.58)
UNASSIGNED TOTAL ****					(\$2,306.45)
Division:	420	SEWER ADMINISTRATION			
JUB ENGINEERS INC	P057435	106638	242897	2017 SEWER SYSTEM MODELING	\$1,031.12
WILDLANDS INC	P055619	C141-15/PYMNT 4	243018	AMON BASIN REVEGETATION PROJEC	\$3,757.56
SEWER ADMINISTRATION TOTAL ****					\$4,788.68
Division:	421	SEWER CAPITAL PROJECTS			
CH2M HILL ENGINEERS INC	S054283	381096680	242847	MOD. #2 CONSTRUCTION MANAGEMEN	\$952.68
	S054283			AMENDMENT #3 ADDITIONAL SERVIC	\$7,729.69
ECI SERVICES	P056944	C200-16/PMT4	242869	WWTF PRIMARY CLARIFIER #2 &	\$46,522.07
MP CONSTRUCTION INC	P056970	1606-157-01 FINAL	243097	WWTF CHLORINE BLDG DOOR	\$4,401.01
PARAMOUNT SUPPLY COMPANY		482612	242999	DGSTR #1 GSKT MTL 4 COVERS	\$400.10
PUMPTECH INC	P057479	0114197-IN	243104	HEAT EXCHANGE PUMP #1, WWTP	\$18,542.36
	P057479			EXPEDITE FEE - EXPEDITING FEE	\$890.52
	P057479			FREIGHT	\$507.29
RAY POLAND & SONS INC	S017242	C21-17/FINAL	243105	WWTF METHANE GENERATOR AND HYD	\$13,428.39
SUNBELT RENTALS INC		65736348-001	243007	SCAFFLODNG 4 AERATION BASIN	\$372.92
		65736348-002		SCAFFOLDING 4 AERATION BASIN	\$364.45
TACOMA SCREW PRODUCTS INC		22167451	243008	DGSTR #1 HELICOIL KIT & BOLTS	\$140.50
WILLIAMS BROTHER CONSTRUCTION, LLC	P055643	156-15/PMT 10	243019	WWTF SOLIDS UPGRADE PROJECT -	\$8,782.88
SEWER CAPITAL PROJECTS TOTAL ****					\$103,034.86
Division:	422	SEWER OPERATIONS			
ALS ENVIRONMENTAL	P057420	51-377181-0	243146	OTHER DRY - 8260C VOLATILE ORG	\$160.00
	P057420			OTHER DRY - 9065 MODIFIED PHEN	\$45.00
	P057420			OTHER DRY - 8270D SEMIVOL. ORG	\$215.00
	P057420			OTHER DRY - 8081 A ORGANOCHLOR	\$160.00
	P057420			CITY OF RICHLAND WWTP BIO-SOLI	\$140.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALS ENVIRONMENTAL	P057420	51-377181-0	243146	OTHER DRY - 1631APP TOTAL MERC	\$60.00
	P057420			OTHER DRY - 335.2M CYANIDE, TO	\$45.00
	P057420			OTHER DRY - ASTM D1426-931	\$35.00
	P057420			OTHER DRY - 365.3M PHOSPHORUS	\$18.00
	P057420			OTHER DRY - 9056 SULFATE	\$25.00
	P057420			OTHER DRY - 353.2M NITROGEN,	\$25.00
	P057420			OTHER DRY - 8082 POLYCHLORINAT	\$95.00
	P057420			OTHER DRY - 353.2M NITROGEN,	\$25.00
	P057420			OTHER DRY - 350.1M NITROGEN AM	\$25.00
	P057420			OTHER DRY - TS-MET TOTAL SOLID	\$20.00
	P057420			OTHER DRY - 200.7 MODIFIED -	\$32.00
BLUEROOM		2168223	242967	POL SERVICE-WWTP-JANUARY 2017	\$81.00
CENTRAL HOSE & FITTINGS INC		451232	242969	SLDS B HOSEFITTINGS 4 POLYSKDS	\$241.09
		451601		RDT REMOTE HOSELNS & CKVLV	\$173.73
COLE DRAINS & PLUMBING REPAIR		5448	242973	CLR CMN SWR 1001/1003 SNOW	\$342.09
COLEMAN OIL COMPANY		0432144-IN	242974	WWTF CHEVRON SRI GREASE 2	\$175.05
		0433876-IN		WWTF DIESEL DYED	\$4,294.53
		0433888-IN		WWTF DIESEL DYED	\$2,850.43
		0434439-IN		WWTF DIESEL DYED	\$2,786.75
		0434687-IN		WWTF DIESEL DYED	\$2,809.14
COMPLETE PEST PREVENTION INC		32831	242976	WWTP PEST CONTROL SRVCS	\$130.32
FEDERAL EXPRESS CORP		5-702-99377	242980	ENV PRIORITY US EPA ELEC SIGN	\$8.75
		5-710-82117		RTRN SMPLR ACC 2 TELEDYNE	\$9.43
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$18.36
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$525.00
HD SUPPLY WATERWORKS LTD		G717556	242984	SHOP STK 12-24-INCH MUNI PLUG	\$1,185.91
IRON HORSE VAC LLC		3392	242985	DGSTER VACTOR SERVICES	\$1,995.53
IRRIGATION SPECIALISTS INC		1199396-01	242986	SOLIDS RDT PVC FITTINGS	\$3.81
KAMAN INDUSTRIAL TECHNOLOGIES		T147859	242989	BEARINGS 4 INFLUENT RAKE	\$576.12
MOON SECURITY SERVICES INC		862327	242996	WWTP-BASIC MONITORING	\$54.87
OXARC INC		35408PP	242997	SODIUM HYPOCHLORITE	\$842.52
		35793PP		OXYGEN/ACETYLENE	\$141.13
		37448PP		COPPER WELDING CABLE	\$95.13
		F345567		FIRE EXT SERVICE ANNUAL MAINT	\$260.24
		R466405		CYLINDER RENTAL-JAN	\$12.78
PARADISE BOTTLED WATER CO		01/17-WWTP	242998	BOTTLED WATER-JANUARY	\$54.16
PASCO MACHINE COMPANY INC		83403	243000	HT EXC VLV SHAFT & BUSHINGS	\$386.25
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$14.80
REESE CONCRETE PRODUCTS MFG		003387	243002	MH BASE ETC WWTF STRM DVRSN	\$963.28
RICHLAND ACE HARDWARE		55195	243004	SLDS BLDG BARB AND TEE	\$4.32
		55229		OPS SMPLGR+DGRSR SLDS S-HKS	\$87.23



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STEP SAVER INC	P057654	T493984	243221	STOP OFF / RE-DIRECT FEE	\$100.00
	P057654			PTO AND/OR DELIVERY	\$126.10
	P057654			FREIGHT/SHIPPING CHARGE	\$740.63
	P057654			BULK, SODIUM CHLORIDE (NACL)	\$505.42
STONEWAY ELECTRIC SUPPLY		S101914421.001	243006	SLDSBLDG OUTLETS & CIRCT BRKR	\$11.39
		S101918521.001		INFLNT WET SIDE 300W LT BLB	\$3.27
TACOMA SCREW PRODUCTS INC		22167427	243008	WWTF 3 STREMLHT LED FLSHLTS	\$518.02
		22167511		OPS CENTERPULL RAGS	\$77.76
		22167625		OPS BLDG CNTR PULL RAGS	\$77.76
		22167626		KYSTCK SLDSCLMPS SHPSSCKTS	\$22.25
UNITED PARCEL SERVICE	S017311	000986641077	242952	GROUND PKG TO ALS FOR WWTP OPS	\$25.93
USA BLUEBOOK		164474	243013	SLDSBLDG PAINT&SAFETY CABINETS	\$2,073.15
		166218		LOCKOUT/TAGOUT BOOKLETS	\$27.96
		166244		DGSTR ANTI-FOAM CNCNTRTE 5G	\$461.28
		174290		WW ANTIFMG CHMPMP SUCDRW	\$2,596.08
XEROX CORPORATION		087975234	243020	MX4-749822 BASE-JAN	\$245.08
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$104.55
YAKIMA VALLEY PACIFIC NW CLEAN WATER ASSN		2017 DUES	243021	2017 PNCWA MEMBERSHIP DUES	\$130.00
SEWER OPERATIONS TOTAL ****					\$30,095.38
Division:	423	SEWER MAINTENANCE			
BC SALES CO INC		B421843	242965	PR BOGS BTS 4 SCHOENBERG	\$119.41
CH2O INC		253303	242970	BOILER TESTING-JAN 17 BW LABOR	\$64.49
KELLEY'S TELE-COMMUNICATIONS INC		276303012017	242991	ANSWERING SRVC CHARGES MARCH	\$60.50
MOON SECURITY SERVICES INC		862327	242996	WWTP-BASIC MONITORING	\$54.87
OXARC INC		35205PP	242997	ARGON/HELIUM	\$174.02
		F345567		FIRE EXT SERVICE ANNUAL MAINT	\$260.24
PARAMOUNT SUPPLY COMPANY		486274	242999	DGSTR KNIFE VLVS ROPE PCKNG	\$1,158.00
RICHLAND ACE HARDWARE		55078	243004	FASTENERS DGSTR KNIFE VALVE	\$26.06
RICHLAND NAPA		379135	243109	SWTCH 3 REEL WWTF VEH 3255	\$9.07
STONEWAY ELECTRIC SUPPLY		S101921102.001	243006	WW SHOP TOOLS AND CORDS	\$29.29
TACOMA SCREW PRODUCTS INC		22166898	243008	SHOP STOCK HOSES AND FITTINGS	\$42.94
		22167065		SHOP NTRGLVS OETKRCLMP & TL	\$64.81
		22167305		SCREWS 2 MOUNT FLASHLIGHTS	\$11.34
		22167358		DGSTR HT EX CKV SHAFT	\$3.64
		22167626		KYSTCK SLDSCLMPS SHPSSCKTS	\$62.91
				KYSTCK SLDSCLMPS SHPSSCKTS	\$20.43
		22167732		SHOP 3/8 NUTS & BOLTS	\$126.37
		22167821		OPS HNDCLNR DISP & REFLS	\$92.27
		22167822		OPS HOSE CLMPS & SLTTD BIT	\$22.46
THE DRAIN SURGEON		36169	243009	SNAKE LINE-1325 TOTTEN	\$200.91
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$1.39



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEWER MAINTENANCE TOTAL ****					\$2,605.42
WASTEWATER UTILITY FUND Total ***					\$138,217.89
FUND 404	SOLID WASTE UTILITY FUND				
Division:	431	SOLID WASTE ADMINISTRATION			
JOYCE ZIKER PARKINSON PLLC		46222	242896	LANDFILL CONTAMINATION -INSURA	\$8,828.00
		46223		LANDFILL CONTAMINATION - LEGAL	\$2,258.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$11,086.00
Division:	432	SOLID WASTE COLLECTION			
CLAYTON WARD COMPANY		1070005	242852	2017 DROP BOX RECYCLING SERVIC	\$7,000.00
		1071005		CURBSIDE RECYCLING-JANUARY	\$4,542.58
GTP INVESTMENTS LLC	P057396	403975466	242879	BADGER MTN LEASE FOR CITY CELL	\$10.94
	P057396	403975469	242983	BADGER MTN LEASE FOR CITY CELL	\$312.50
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$74.52
WASTEQUIP INC	S017174	37213400	243236	DELIVERY	\$2,280.60
	S017174			30 CUBIC YARD STANDARD DUTY	\$20,825.14
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$21.91
SOLID WASTE COLLECTION TOTAL ****					\$35,068.19
Division:	433	SOLID WASTE DISPOSAL			
ARAMARK UNIFORM SERVICES INC	S017315	01/17-934962000	242964	LINEN CHARGES FOR JANUARY 2017	\$111.73
BLUEROOM		2168221	242838	POL SERVICE-LANDFILL-JAN 2017	\$82.00
CONNELL OIL INC		0172237-IN	243050	LANDFILL HYD OIL/PWR DR OIL	\$2,066.59
COYOTE RIDGE CORRECTIONS CENTER		CRCC1701.404	243054	WORK CREW JANUARY 2017	\$88.89
FRONTIER	S017317	03/17 2061882614	242981	TELEPHONE CHARGES 2/19/17-3/18	\$122.47
GRAINGER	S017319	9363881708	243070	CB RADIO ITEM #31FM92	\$106.37
MITCHELL, FRANK		FEB 2017	243094	MITCHELL-MILEAGE FEB 2017	\$33.70
PARADISE BOTTLED WATER CO		02/17-LANDFILL	243100	BOTTLED WATER-FEBRUARY	\$107.17
RICHLAND ACE HARDWARE		55180	242927	2 WAY RADIO FOR DISPOSAL	\$45.60
RICHLAND NAPA		372354	243109	FLOOR DRY FOR LANDFILL	\$87.42
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$45.22
YAKIMA WORKER CARE PLLC		19056	242962	DOT PHYSICAL-ANDERSON	\$120.00
SOLID WASTE DISPOSAL TOTAL ****					\$3,017.16
SOLID WASTE UTILITY FUND Total ***					\$49,171.35
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
BADGER MOUNTAIN IRRIGATION DISTRICT		2017 RAND/CRESTED	242831	2017 ASSESSMENT-RAND/CRESTED	\$1,566.00
IRRIGATION SPECIALISTS INC		1199435-01	242986	8-IN COUPLER 4 VAC TRUCK 3291	\$29.59
TACOMA SCREW PRODUCTS INC		22167537	243008	YLW CAUTION TAPE 4 TRUCKS	\$11.45
STORMWATER TOTAL ****					\$1,607.04



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STORMWATER UTILITY FUND Total ***					\$1,607.04
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
ARROW INTERNATIONAL	P057393	94595206	243028	#9001, EZ-IO, 25MM NEEDLE KIT	\$1,100.00
	P057393			#9079, EZ-IO, 45MM NEEDLE KIT	\$550.00
	P057393			ESTIMATED SHIPPING CHARGES	\$11.03
COLUMBIA BASIN COLLEGE	P057625	27567	243048	ACLS OR PALS - FALL QTR '16	\$352.80
	P057625	27662		ALS OTEP AND ACLS/PALS - WINTE	\$588.00
	P057625			PARAMEDIC STUDENT FEES - WINTE	\$3,864.96
	P057625			ALS OTEP, ACLS & PALS - WINTER	\$806.40
	P057625			ALS OTEP FEES - WINTER QTR '17	\$840.00
COLUMBIA BASIN DIVE RESCUE		2017-003	243171	2017 AGENCY SUPPORT	\$3,250.00
ON SCENE MEDICAL SERVICES, P.C.	P057630	0016	243099	MEDIC SCHOOL REQ'D TITERS/VACC	\$632.00
OXARC INC		35643PP	243207	MEDICAL OXYGEN	\$49.88
		36302PP		MEDICAL OXYGEN	\$80.94
		36940PP		MEDICAL OXYGEN	\$96.47
PARADISE BOTTLED WATER CO		02/17-FIRE ST 71	243209	BOTTLED WATER-FEBRUARY	\$17.28
		02/17-FIRE ST 72		BOTTLED WATER-FEBRUARY	\$26.43
		02/17-FIRE ST 73		BOTTLED WATER-FEBRUARY	\$18.80
		02/17-FIRE ST 74		BOTTLED WATER-FEBRUARY	\$23.38
PITNEY BOWES PURCHASE POWER		0117/14823173(2)	243214	DIFF POSTAGE JAN 2017CORRECTED	\$112.06
		0217/14823173		POSTAGE 02/01/17 TO 02/28/17	\$129.90
		1216/14823173(2)		DIFF POSTAGE DEC 2016CORRECTED	\$147.27
SPRINT		891160522-156	243119	RFD CELL PHONES 01/18-02/17/17	\$36.44
AMBULANCE TOTAL ****					\$12,734.04
MEDICAL SERVICES FUND Total ***					\$12,734.04
FUND 501	CENTRAL STORES FUND				
Division:	000				
HD FOWLER COMPANY INC	P057556	14432333	242881	VALVE, GATE 2" THREADED BRONZE	\$739.35
	P057556			VALVE, GATE 1" THREAD BRONZE,	\$68.36
	P057556			VALVE, BALL 3/4", BRASS FULL	\$19.52
	P057556			VALVE, GATE 3/4" THREAD BRONZE	\$91.22
TRAFFIC SAFETY SUPPLY CO INC	S017297	124752	243131	CONE, TRAFFIC, 28", "WHSE"	\$4,284.27
	S017297			ADJUST FOR TAX	\$0.01
WALTER E NELSON CO	P057473	326811	242954	TISSUE, TOILET, 2PLY, EMBOSSED	\$1,097.67
	P057473			TOWEL,SINGLEFOLD, WHITE, 1-PLY	\$1,634.43
UNASSIGNED TOTAL ****					\$7,934.83
CENTRAL STORES FUND Total ***					\$7,934.83



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FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
WESTERN STATES EQUIPMENT COMPANY	P057652	IN000261918	243240	HYD HOSE AEROQUIP GH781-16, 1"	\$251.55
	P057652			HYD HOSE AEROQP GH781-12, 3/4"	\$205.40
UNASSIGNED TOTAL ****					\$456.95
Division:	214	EQUIPMENT MAINTENANCE			
A & E TOWING LLC		3120	243024	WINCH CHG VEH 3334 WO 45910	\$244.35
AMERICAN RADIATOR INC		AA099170	243026	RADIATOR RPR VEH 7069 WO 45873	\$309.51
ARAMARK UNIFORM SERVICES INC	S017315	01/17-934962000	242964	LINEN CHARGES FOR JANUARY 2017	\$131.48
ATOMIC AUTO BODY INC		31411	242830	REPAIR VEH 2445 WO 45729	\$1,664.27
		31489		REPAIR VEH 1108 WO 45729	\$1,467.19
AUTOZONE		3733933867	243022	OTC INSTALL VEH 5043 WO 45479	\$92.28
BASIN EXPRESS LLC		351111	243149	SHIPPING VEH 3291 WO 45602	\$21.00
BRAUN NORTHWEST INC		20631	243039	FENDER VEH 5041 WO 45703	\$86.55
COLEMAN OIL COMPANY		CL64898	242855	CARD LOCK FUEL 02/20-02/26/17	\$10,919.70
		CL65144	242974	CARD LOCK FUEL 02/27-02/28/17	\$5,052.14
		CL71078	243169	CARD LOCK FUEL 03/01-03/05/17	\$8,210.77
COLUMBIA GRAIN & FEED INC		148401	243172	RECOIL VEH 6404 WO 45837	\$154.36
CONNELL OIL INC		0172948-IN	242856	LUBE PRODUCTS	\$1,118.29
CORWIN OF PASCO LLC		391106	243052	V-BELT VEH 2420 WO 45029	\$19.40
		393646		MIRROR VEH 2430 WO 45675	\$303.80
		393740		VEH 2420 WO 45669	\$290.18
		393754		GASKET VEH 2420 WO 45669	\$8.01
		393828		ORD KIT VEH 3323 WO 45689	\$93.24
		393877		HOSE VEH 2415 WO 45705	\$94.41
		393898		ANTI-FREEZE VEH 2415 WO 45705	\$27.13
		393942		GASKETS VEH 2420 WO 45669	\$22.39
		393943		ORDWIRE VEH 51834 WO 45669	\$73.74
		394034		PANEL VEH 2458 WO 45719	\$155.56
		394126		WHEEL VEH 2447 WO 45734	\$298.18
		394737		ELEMENTS VEH 3334 WO 45905	\$144.79
		394749		ORDNUT VEH 5043 WO 45479	\$79.43
		394768		SEALS VEH 5043 WO 45479	\$178.99
		394886		ORD MODULE VEH 5043 WO 45479	\$58.60
		395018	243176	CABLE/LAMP VEH 2417 WO 45960	\$174.38
		395021		COVER VEH 2417 WO 45960	\$117.70
		395078		KIT VEH 2459 WO 45908	\$93.24
		395114		ORD MOULDING VEH 2422 WO 45788	\$351.41
		621120	243052	DIAG & KEY VEH 2452 WO 45927	\$351.86
		CM385493		BELT VEH 3265 WO 43775	(\$73.04)



City Of Richland

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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CORWIN OF PASCO LLC		CM393364	243052	RETURNED VALVE VEH 3316	(\$52.03)
		CM393457		CORE RETURN VEH 5041	(\$1,911.38)
		CM393534		RETURNED CLAMP VEH 5041	(\$3.93)
		CM394768	243176	KIT/SNAP/SEAL VEH 5043 RTN PRT	(\$106.41)
DAY WIRELESS SYSTEMS		431669	243178	VISOR TINT VEH 2449 WO 46016	\$92.32
FAST SIGNS		139-54771	243181	VEH NUMBERS VEH 7156 WO 45981	\$25.02
		139-54830		VEH NUMBERS VEH 4166 WO 45999	\$27.15
FINAL TOUCH UPHOLSTERY		29629	242876	TARP REPAIR VEH 6000 WO 45889	\$211.77
		29802	243183	SEAT REPAIR VEH 2360 WO 45913	\$244.35
		29803		SEAT REPAIR VEH 2417 WO 45962	\$244.35
		29804		SEAT REPAIR VEH 2362 WO 45926	\$244.35
		29805		SEAT REPAIR VEH 3287 WO 45924	\$244.35
GENUINE AUTO GLASS OF TRI CITIES LLC		619553	243067	WINDSHIELD VEH 3296 WO 45931	\$152.76
JIM'S PACIFIC GARAGES INC		R100009440	242988	ENG PMTR CHG VEH 3292 WO 45930	\$62.16
		X100055657	242893	RAD CORE VEH 3280 WO 45069	\$997.69
		X100062982		DOC MODULE VEH 3292 WO 45818	\$6,236.33
		X100063831		TURN SWITCH VEH 3279 WO 45863	\$287.06
		X100064181	243193	HEADLIGHT VEH 3321 WO 45677	\$229.25
		X100064372		AIR HOSE VEH 3228 WO 45937	\$8.68
		X100064713	243080	TANK VEH 7146 WO 45955	\$173.21
		X100064740		RETURNED MUDFLAP	(\$47.00)
		X100064745		MUDFLAP VEH 3311 WO 45726	\$28.71
		X100065141	243193	COVER VEH 3291 WO 45983	\$37.61
LESKOVAR LINCOLN MERCURY INC		08321	243086	CLEANER VEH 2351 WO 45804	\$144.75
LIBERTY LAWN & SAW SHOP		843	243087	FUELLINE VEH 3315 WO 45484	\$2.71
MCCURLEY CHEVROLET		432090	242910	DETAIL VEH 3277 WO 45907	\$286.70
		919041		PUMP VEH 2408 WO 45870	\$300.68
		919217	243200	PANEL VEH 2360 WO 45913	\$758.84
		919295		SPOILER VEH 2362 WO 45926	\$78.46
		919307		PANEL VEH 2362 WO 45926	\$246.37
		919363		HEADLAMPS VEH 2376 WO 46000	\$338.20
		919388	243091	HANDLE/FRAME VEH 3287 WO 45924	\$334.30
		919389		HEADLAMP VEH 1105 WO 45934	\$801.88
		919390		HOSE/SEAL VEH 2343 WO 45947	\$275.31
		919393		HINGES VEH 3287 WO 45924	\$179.64
		919412		ARM VEH 1104 WO 45951	\$20.09
		919468	243200	PIPES VEH 2376 WO 46000	\$43.37
		919473	243091	SHAFT VEH 2376 WO 45987	\$382.88
		919638	243200	SWITCH VEH 1205 WO 45986	\$40.04
		919641		WEATHER VEH 3287 WO 45924	\$138.08
MIDCO MATERIAL HANDLING		350016947	243201	PUMP/GASKET VEH 7069 WO 45873	\$131.16



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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MIDCO MATERIAL HANDLING		350016976	243201	CROSS KIT VEH 7069 WO 45873	\$54.15
MOBILE FLEET SERVICE INC		1270540038	242995	BUMPER VEH 3213 WO 45255	\$561.29
		1270590002	243096	LATCH VEH 3204 WO 45491	\$101.17
		1270590003		GSK/PMP VEH 3283 WO 45928	\$4.17
MONARCH MACHINE & TOOL CO INC		A188640	243203	DRILL BIT VEH 7144 WO 45992	\$89.71
		A188689		WELD REPAIR VEH 5029 WO 46012	\$434.40
OXARC INC		R472494	243207	SHOP SUPPLIES/GASSES	\$144.23
PITNEY BOWES PURCHASE POWER		1216/14823173(2)	243214	DIFF POSTAGE DEC 2016CORRECTED	\$1.15
RICHLAND NAPA		370465	243109	RETURN TRANSMISSION FILTER	(\$20.30)
		380167		RELAY VEH 3333 WO 45744	\$163.20
		380168		WIPER VEH 3286 WO 45743	\$46.68
		380223		BATTERY VEH 3283 WO 45725	\$451.14
		380247		SOLENOID VEH 3296 WO 45810	\$24.96
		380272		BRAKES VEH 3277 WO 45815	\$351.16
		380273		BATTERY VEH 1108 WO 45729	\$193.48
		380274		BRK CLN VEH 3277 WO 45815	\$33.80
		380275		CONN VEH 4148 WO 45798	\$11.39
		380325		WARRANTY VEH CREDIT WO	(\$97.25)
		380492		WIPER VEH 1378 WO 45841	\$23.87
		380496		ADAPTER VEH 3235 WO 45826	\$34.20
		380503		BATTERY VEH 2363 WO 45828	\$123.67
		380513		BRAKES VEH 2413 WO 45790	\$162.87
		380521		PAN VEH 4118 WO 45800	\$3.50
		380522		PUMP VEH 30 WO 45861	\$49.95
		380545		OIL VEH 2364 WO 45827	\$14.53
		380593		WIPER VEH 2413 WO 45790	\$49.70
		380595		WIPER VEH 2382 WO 45825	\$41.25
		380598		FILTER VEH 2410 WO 45838	\$17.07
		380599		BRAKES VEH 2410 WO 45839	\$188.93
		380625		BULB VEH 2410 WO 45839	\$14.54
		380643		MISC VEH 1108 WO 45844	\$39.94
		380660		BRK CLN VEH 3312 WO 45709	\$8.45
		380702		SOCKET VEH WARRANTY WO WARR	\$4.67
		380708		SOCKET VEH WARRANTY WO WARR	(\$4.67)
		380716		LAMP VEH 3244 WO 45718	\$14.17
		380770		WIRE VEH 7152 WO 45851	\$31.49
		380771		BRAKES VEH 1204 WO 45858	\$205.55
		380772		WIPER VEH 2355 WO 45862	\$7.44
		380773		CONN VEH 3302 WO 45799	\$10.63
		380789		GROMMETS VEH 6603 WO 45715	\$14.27
		380817		FILTER VEH 3331 WO 45783	\$11.21



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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		380822	243109	DEF VEH 800 WO 45869	\$21.72
		380836		BRK CLN VEH 3244 WO 45718	\$16.90
		380852		BREAKER VEH 3284 WO 45871	\$5.47
		380860		FILTER VEH 6588 WO 45906	\$33.69
		380941		MISC PTS VEH 3283 WO 45874	\$51.93
		380951		TRL WIRE VEH 3328 WO 45946	\$33.64
		380996		FILTER VEH 2459 WO 45895	\$16.44
		381005		FILTERS VEH 3325 WO 45903	\$179.96
		381023		FILTER VEH 2398 WO 45893	\$16.44
		381024		FILTER VEH 2399 WO 45894	\$16.44
		381025		FILTER VEH 3219 WO 45896	\$91.57
		381026		FILTER VEH 3251 WO 45897	\$154.01
		381027		FILTER VEH 3252 WO 45898	\$156.87
		381028		FILTER VEH 3253 WO 45899	\$154.01
		381029		FILTER VEH 3289 WO 45900	\$17.07
		381030		FILTER VEH 3316 WO 45901	\$16.44
		381031		FILTER VEH 3327 WO 45904	\$16.44
		381032		FILTER VEH 7119 WO 45911	\$169.55
		381033		FILTER VEH 3325 WO CREDIT	(\$12.60)
		381035		BATTERY VEH 2404 WO 45737	\$116.06
		381039		ENG PTS VEH 2360 WO 45913	\$232.05
		381063		FUSE VEH 3315 WO 45932	\$7.60
		381065		FUSES VEH 3315 WO 45932	\$53.21
		381112		MISC PARTS VEH CREDIT WO CR	(\$25.58)
		381127		FILTER VEH 3287 WO 45925	\$17.07
		381129		LAMP VEH 2362 WO 45926	\$62.49
		381131		FLR DRY VEH 3283 WO 45928	\$91.55
		381179		LAMP VEH 3315 WO 45932	\$8.39
		381232		LAMP VEH 3312 WO 45933	\$45.38
		381233		CAPSULE VEH 2428 WO 45935	\$2.92
		381234		GROMMETS VEH 4114 WO 45929	\$4.62
		381235		FILTER VEH 5029 WO 45941	\$55.92
		381240		FILTER VEH 2465 WO 45945	\$16.55
		381245		IDLER ARM VEH 3287 WO 45294	\$251.68
		381276		FILTER VEH 7146 WO 45955	\$56.24
		381285		LAMP VEH 2341 WO 45954	\$24.59
		381291		FILTER VEH 2417 WO 45961	\$16.55
		381292		FILTER VEH 2376 WO 45891	\$17.20
		381327		FILTER VEH 2354 WO 45890	\$12.25
		381328		FILTER VEH 2381 WO 45878	\$19.77
		381329		FILTER VEH 2395 WO 45879	\$41.37



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		381332	243109	FILTER VEH 2407 WO 45883	\$16.44
		381333		FILTER VEH 2415 WO 45884	\$29.64
		381337		FILTER VEH 2378 WO 45963	\$17.07
		381338		SPARK PLUG VEH 3264 WO 4595	\$68.81
		381412		BATTERY VEH 4146 WO 45980	\$107.25
		381506		FILTER VEH CREDIT WO CREDIT	(\$11.41)
		381520		10MM VEH 3287 WO 45924	\$7.80
		381553		FILTER VEH CREDIT WO CREDIT	(\$12.76)
		381554		BATTERY VEH 1205 WO 45986	\$193.48
		381569		FILTER VEH 7150 WO 45996	\$62.40
		381611		WIRE VEH 4048 WO 45993	\$16.82
		381623		CAPSULE VEH 3268 WO 45991	\$2.92
RIVER CITY TOWING INC	15365		243218	TOW CHARGE VEH 1105 WO 45934	\$48.87
ROWAND MACHINERY CO	222317		243115	SPEED CNTRL VEH 7120 WO 45857	\$228.74
SOLID WASTE SYSTEMS INC	0093608-IN		242934	BELTS VEH 3336 WO 45887	\$79.64
	0093701-IN		243117	SUCTION HEAD VEH 7152 WO 45851	\$10,752.94
SPECIAL ASPHALT PRODUCTS INC	INVC073457		243118	THERMOMETER VEH 6545 WO 45586	\$238.13
TACOMA SCREW PRODUCTS INC	22169115		242940	CAP SCREW VEH 7069 WO 45873	\$0.91
	22169374		243125	SHOP SUPPLY	\$39.49
	22169918		243223	DRILL VEH 7144 WO 45992	\$214.05
	22169919			MACH SCREWS VEH 3336 WO 45796	\$2.95
	22170266			WISE VEH 2461 WO 45728	\$600.45
TIRE FACTORY INC	03-119765		243129	SERVICE CALL VEH 7141 WO 45952	\$81.45
	03-120415		243010	SECTION RPR VEH 3175 WO 45917	\$134.47
	03-120587		243129	FLAT REPAIR VEH 2407 WO 45944	\$17.10
	03-120599		243010	WHEEL CHANGE VEH 1105 WO 45920	\$73.63
	03-120613			WHEEL CHANGE VEH 2408 WO 45918	\$82.32
	03-120695			ALIGNMENT VEH 2459 WO 45908	\$54.25
	03-120703			SECTION REPR VEH 5036 WO 45919	\$94.87
	03-120704			SECTION RPR VEH 6000 WO 45916	\$134.47
	03-120706			WHEEL CHANGE VEH 1206 WO 45921	\$73.63
	03-120708			FLAT REPAIR VEH 2408 WO 45918	\$55.82
	03-120716		243129	TIRES VEH 3316 WO 45915	\$384.89
	03-120719			REPAIR VEH 3277 WO 45943	\$18.41
	03-120723			TIRES VEH 3312 WO 45856	\$2,842.80
	03-120740			TIRES VEH 6595 WO 45950	\$252.59
	03-120769		243224	TIRES VEH 3212 WO 45936	\$889.33
	1161145		243011	DOOR BOX VEH 3316 WO 45914	\$300.87
	C73475			RTN WRONG STEPS VEH 3334	(\$135.75)
TRI CITIES BATTERY & AUTO REPAIR	0241443		242949	JNCTN BLCK VEH 5039 WO 44459	\$47.65
TRUCKPRO HOLDING CORPORATION	06 244346		243230	JACK VEH 7150 WO 45996	\$288.03



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From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRUCKPRO HOLDING CORPORATION		06 244357	243230	SWIVEL MOUNT VEH 7150 WO 45996	\$247.89
UNITED PARCEL SERVICE	S017322	000986641097	243133	GROUND PKG TO WANCO FOR FLEET	\$4.79
VERMEER ROCKY MOUNTAIN INC		P16459	242953	FEED ROLLER VEH 6520 WO 45527	\$5,806.54
WANCO		159900	242955	502-214-0003-548680-3411	\$950.00
WESTERN PETERBILT INC		H270084	243014	CORE VEH 3283 WO 45162	\$78.19
		H272952	243140	BRACKET VEH 3310 WO 45868	\$46.04
		H273184		WINDOW CNTRL VEH 3312 WO 45856	\$470.23
WESTERN STATES EQUIPMENT COMPANY		CM00022416	242958	CORE RETURN	(\$561.11)
		CM00022646		BRACKET RETURN VEH 7143	(\$113.43)
		IN000251012		COUPLING VEH 7141 WO 45558	\$16.62
		IN000253607		COUPLING VEH 3283 WO 45569	\$54.86
		IN000253621		COUPLING VEH 3335 WO 45548	\$71.85
		IN000257059		COUPLING VEH 3335 WO 45637	\$27.43
		IN000265660		MTG A VEH 7113 WO 45716	\$137.05
		IN000266696		CABLE VEH 7113 WO 45716	\$300.65
		IN000266706		EDGE VEH 7113 WO 45716	\$161.15
		IN000267962		LEVER VEH 7113 WO 45716	\$323.11
		IN000272904	243015	COUPLING VEH 3312 WO 45709	\$15.32
		IN000274497	242958	TRANS RPR VEH 7131 WO 45867	\$1,626.02
		IN000275677	243141	HYDRLC RPR VEH 7090 WO 45953	\$410.95
		IN000279259	243240	COUPLING VEH 3283 WO 45928	\$18.00
WESTERN SYSTEMS & FABRICATION INC		18111	243241	VALVE FLOW VEH 3291 WO 45602	\$1,191.30
		18145		PARTS VEH 3291 WO 45602	\$88.78
		18149	243016	FILTER HEAD VEH 3244 WO 45718	\$419.01
XEROX CORPORATION		088323560	243242	W7225PT BASE CHG/PRINTS-FEB	\$202.08
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$72.56

EQUIPMENT MAINTENANCE TOTAL ****

\$80,626.09

EQUIPMENT MAINTENANCE FUND Total ***

\$81,083.04

FUND 505

PUBLIC WORKS ADMIN & ENGINEER

Division:

450

PW ADMIN & ENGINEERING

ABADAN INC	ARIN070604	242824	ASBUILTS	\$14.33
	ARIN070969	243145	4 ROLLS PLOTTER PAPER	\$239.35
FEDERAL EXPRESS CORP	5-719-15487	242980	SHIPPING-FEB 2017	\$22.84
MELTON, MARK	022417	243092	REIMBURSE HOMESHOW TICKET	\$6.00
PITNEY BOWES PURCHASE POWER	0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$35.65
WATER SOLUTIONS INC	15438	243237	3 WTR MACHINES - MAR 2017	\$76.01
WEST, JULIE	17-032 WEST	243139	17-032 PUBLIC WORKS ESSENTI	\$1,010.56
XEROX CORPORATION	088323546	243242	LX5-690835 BASE-FEB	\$156.75
	088323547		LX5-692207 BASE-FEB	\$71.82
	088323548		MX4-343197 BASE-FEB	\$386.90



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0288996821	243143	PHONE CHARGES 2/23-3/22/17	\$195.51
PW ADMIN & ENGINEERING TOTAL ****					\$2,215.72
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$2,215.72
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		1/2017-FLI051384	242904	FLI051384 PREMIUMS - JAN	\$10,085.32
		1/2017-LK030278		LK030278 PREMIUMS-JAN	\$11,352.40
		1/2017-OK807703		OK807703 PREMIUMS-JAN	\$2,245.07
MAGELLAN BEHAVIORAL HEALTH		MAR 2017	242907	EAP PREMIUMS-MARCH	\$701.79
ON SCENE MEDICAL SERVICES, P.C.		00012	243099	ON SCENE-PRE EMP-PHYS/VACCINES	\$35.00
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$24,419.58
HEALTH CARE/BENEFITS PLAN Total ***					\$24,419.58
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		MARCH 2017	242833	MEDICARE PREMIUM/BAKER	\$108.00
BOWLS, DAVID			242840	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			242844	MEDICARE PREMIUM/CANFIELD	\$107.00
CARRICK, HENRY			242845	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M			242851	MEDICARE PREMIUM/CLARK	\$104.90
ELIASON, CURTIS			242870	MEDICARE PREMIUM/ELIASON	\$109.00
ESTY, RAYMOND J			242872	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			242875	MEDICARE PREMIUM/FERRIANS	\$109.00
HOUCHIN, EARL			242886	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			242894	MEDICARE PREMIUM/JOHNSON	\$105.00
JONES, HAROLD			242895	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			242898	MEDICARE PREMIUM/KEYS	\$134.80
LAHTI, ROGER P			242899	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			242912	MEDICARE PREMIUM/MITCHELL	\$107.00
MULROY, JAMES P			242914	MEDICARE PREMIUM/MULROY	\$134.00
MURRAY, DAVID			242915	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			242916	MEDICARE PREMIUM/MYERS	\$107.00
OWEN, MICHAEL			242921	MEDICARE PREMIUM/OWEN	\$104.90
PITNEY BOWES PURCHASE POWER		0217/14823173	243214	POSTAGE 02/01/17 TO 02/28/17	\$4.08
POLLARD, JAMES		MARCH 2017	242923	MEDICARE PREMIUM/POLLARD	\$104.90
RODGERS, GARY H			242929	MEDICARE PREMIUM/RODGERS	\$231.30
RONEY, LARRY			242931	MEDICARE PREMIUM/RONEY	\$108.20
SIEMENS, DONALD			242933	MEDICARE PREMIUM/SIEMENS	\$107.00
WEST, ROYAL			242956	MEDICARE PREMIUM/WEST	\$106.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILLIAMSON, CRAIG E		MARCH 2017	242959	MEDICARE PREMIUM/WILLIAMSON	\$105.00
FIRE PENSION TOTAL ****					\$2,731.38
FIREMAN'S PENSION Total ***					\$2,731.38
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
ANDERS, PETER		MARCH 2017	242826	MEDICARE PREMIUM/ANDERS	\$107.00
BATES, LAURIE VERN JR			242834	MEDICARE PREMIUM/BATES	\$108.00
BEDEN, LARRY			242836	MEDICARE PREMIUM/BEDEN	\$108.00
BOLSTAD, BARRY			242839	MEDICARE PREMIUM/BOLSTAD	\$134.00
BRUNSON, DALE A			242842	MEDICARE PREMIUM/BRUNSON	\$106.00
BUSH, LEE			242843	MEDICARE PREMIUM/BUSH	\$106.00
CLEAVENGER, WILL J			242853	MEDICARE PREMIUM/CLEAVENGER	\$107.00
CLEMENTS, JOHN M			242854	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY			242857	MEDICARE PREMIUM/COUCH	\$108.00
DEMYER, JAMES J			242863	MEDICARE PREMIUM/DEMYER	\$112.00
DRIVER, DOUGLAS D			242867	MEDICARE PREMIUM/DRIVER	\$125.00
DUCHEMIN, ROGER			242868	MEDICARE PREMIUM/DUCHEMIN	\$107.00
GANLEY, JOHN M			242878	MEDICARE PREMIUM/GANLEY	\$107.00
HIGGINS, FRED C			242885	MEDICARE PREMIUM/HIGGINS	\$106.00
LARSON, SCOTT K			242901	MEDICARE PREMIUM/LEWIS	\$125.00
LEWIS, DAVID L			242903	MEDICARE PREMIUM/LEWIS	\$105.80
LOHDEFINCK, RICHARD N			242905	MEDICARE PREMIUM/LOHDEFINCK	\$108.00
MOORE, ROBERT			242913	MEDICARE PREMIUM/MOORE	\$106.00
PITNEY BOWES PURCHASE POWER	0217/14823173		243214	POSTAGE 02/01/17 TO 02/28/17	\$4.08
SPARKS, DAVID W	MARCH 2017		242935	MEDICARE PREMIUM/SPARKS	\$107.00
TANNER, WILLIAM			242942	MEDICARE PREMIUM/TANNER	\$268.00
TAYLOR, RANDAL L			242943	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D			242945	MEDICARE PREMIUM/THOMAS	\$107.00
TURNER, ROY			242951	MEDICARE PREMIUM/TURNER	\$108.00
WILMOTH, ROD			242960	MEDICARE PREMIUM/WILMOTH	\$108.00
ZIMMERMAN, GERALD			242963	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$2,931.68
POLICEMEN'S PENSION Total ***					\$2,931.68
FUND 632	UPTOWN BUSINESS IMP DISTRICT				
Division:	000				
RICHLAND DOWNTOWN BUSINESS IMPROVEMNT	DBID Q4 2016		243216	DBID Q4 2016 PAYMENT	\$3,041.10
STEVE COMPTON CFB	20419/26762		242937	A/R OVERPAYMENT INV 26762	\$18.60
UPTOWN BUSINESS IMPROVEMENT DISTRICT	UBID Q4 2016		243231	UBID Q4 2016 PAYMENT	\$3,168.65



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
UNASSIGNED TOTAL ****					\$6,228.35
UPTOWN BUSINESS IMP DISTRICT Total ***					\$6,228.35
FUND 633	DOWNTOWN BUSINESS IMP DISTRICT				
Division:	000				
FARMER'S INSURANCE		20838-2016 BID	242874	REFUND 2016 BID FEES	\$223.20
FRINGE AT THE PARKWAY		INV 26394	242877	REFUND 21255 BID OVERPAYMENT	\$37.20
UNASSIGNED TOTAL ****					\$260.40
DOWNTOWN BUSINESS IMP DISTRICT Total ***					\$260.40
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		02/17 03030107210	243029	FAX LINES 01/21-02/22/17	\$35.08
CENTURYLINK		0217-509-624-3863	243042	GENERAL 02/16-03/16/17	\$7.31
CHARTER COMMUNICATIONS		0217-180070706114	243044	CABLE SERVICE 03/01-03/29/17	\$28.09
CORPORATE TRANSLATION SERVICES INC		102933	243051	TRANSLATION SRVCS-FEB 2017	\$91.90
FRONTIER		02/17 2061881060	243063	GENERAL 02/19-03/18/17	\$412.72
		03/17 5096282609		GENERAL 02/25-03/24/17	\$429.07
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$268.43
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$268.28
VANGUARD CLEANING SYSTEM OF INLAND NW		67417	243134	BCES JANITORIAL SRVCS-MAR	\$375.00
		67992		CREDIT-MISSED CLEAN 3/1/17	(\$26.78)
WATER SOLUTIONS INC		15484	243237	WATER FILTRATION 3/7-4/6/17	\$33.67
XEROX CORPORATION		088323541	243242	MX4-322159 BASE-FEB	\$84.47
SECOMM OPERATIONS GENERAL TOTAL ****					\$2,007.24
Division:	601	E911 OPERATIONS			
CITY OF RICHLAND		17-056 HUSA	243046	17-056 COMTECH TRAINING	\$205.20
		17-057 DE GRAAF		17-057 COMTECH TRAINING	\$255.20
CORPORATE TRANSLATION SERVICES INC		102865	243051	TRANSLATION SRVCS-FEB 2017	\$167.11
DE GRAAF, DOUGLAS		17-057 DE GRAAF	243058	17-057 COMTECH TRAINING	\$17.61
FRONTIER		02/17 2530120862	243063	GENERAL 02/22-03/21/17	\$37.81
GERA RUTH CLEMENSON		506	243068	CPR TRAINING	\$640.00
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$268.42
HUSA, E. IVAR		17-056 HUSA	243077	17-056 COMTECH TRAINING	\$17.59
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$268.27
E911 OPERATIONS TOTAL ****					\$1,877.21
Division:	602	SECOMM AGENCY			
APOLLO SHEET METAL INC	P057590	940004297	242829	HVAC MAINTENANCE: MID WINTER	\$1,416.27
	P057590			HVAC MAINTENANCE: MID WINTER	\$1,416.29
BRASHEAR ELECTRIC INC	P057402	28813	243038	MISCELLANEOUS LIGHTING REPAIRS	\$570.15



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA CONSTRUCTION INC DBA		1060749	243093	SNOW REM/DE-ICER 2/3-2/9/17	\$304.76
SECOMM AGENCY TOTAL ****					\$3,707.47
SOUTHEAST COMMUNICATIONS CTR Total ***					\$7,591.92
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
BENTON PUD		02/17 4843174575	243034	UTILITY SRVCS 1/26-2/23	\$539.02
	P057632	12/16-3423907365		RATTLESNAKE MTN LEASE	\$775.14
800 MHZ TOTAL ****					\$1,314.16
800 MHZ PROJECT Total ***					\$1,314.16
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
BRASHEAR ELECTRIC INC	P057402	28813	243038	MISCELLANEOUS LIGHTING REPAIRS	\$142.54
CHARTER COMMUNICATIONS		0217-180070706114	243044	CABLE SERVICE 03/01-03/29/17	\$28.09
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$66.71
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		67417	243134	BCES JANITORIAL SRVCS-MAR	\$62.50
		67992		CREDIT-MISSED CLEAN 3/1/17	(\$4.46)
WATER SOLUTIONS INC		15484	243237	WATER FILTRATION 3/7-4/6/17	\$8.41
XEROX CORPORATION		088323541	243242	MX4-322159 BASE-FEB	\$49.27
STATE / LOCAL ASSISTANCE TOTAL ****					\$410.55
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			
BENTON COUNTY FIRE DIST 1		02272017	243032	TRAINING ROOM RENTAL	\$150.00
BRASHEAR ELECTRIC INC	P057402	28813	243038	MISCELLANEOUS LIGHTING REPAIRS	\$142.54
CHARTER COMMUNICATIONS		0217-180070706114	243044	CABLE SERVICE 03/01-03/29/17	\$28.09
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$66.71
LUDLUM MEASUREMENTS INC	P057496	00421807	243090	LUDLUM MODEL 12 CALIBRATION WI	\$1,107.72
	P057496			FREIGHT	\$105.34
	P057496			ADJUST FOR TAX	\$0.01
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		67417	243134	BCES JANITORIAL SRVCS-MAR	\$62.50
		67992		CREDIT-MISSED CLEAN 3/1/17	(\$4.47)
WATER SOLUTIONS INC		15484	243237	WATER FILTRATION 3/7-4/6/17	\$8.42
XEROX CORPORATION		088323541	243242	MX4-322159 BASE-FEB	\$49.27
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$1,773.62
Division:	622	DOE EMERGENCY PREPAREDNESS			
BRASHEAR ELECTRIC INC	P057402	28813	243038	MISCELLANEOUS LIGHTING REPAIRS	\$142.54
CHARTER COMMUNICATIONS		0217-180070706114	243044	CABLE SERVICE 03/01-03/29/17	\$28.08



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$66.71
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		67417	243134	BCES JANITORIAL SRVCS-MAR	\$62.50
		67992		CREDIT-MISSED CLEAN 3/1/17	(\$4.46)
WATER SOLUTIONS INC		15484	243237	WATER FILTRATION 3/7-4/6/17	\$8.41
XEROX CORPORATION		088323541	243242	MX4-322159 BASE-FEB	\$49.27
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$410.54
Division:	623	JURISIDICIION			
AT&T LONG DISTANCE		02/17 03030107210	243029	FAX LINES 01/21-02/22/17	\$35.08
BRASHEAR ELECTRIC INC	P057402	28813	243038	MISCELLANEOUS LIGHTING REPAIRS	\$142.53
CHARTER COMMUNICATIONS		0217-180070706114	243044	CABLE SERVICE 03/01-03/29/17	\$28.09
HP INC		0413645	243076	PRINTER SUPPORT 11/15-02/15/17	\$66.70
MID COLUMBIA CONSTRUCTION INC DBA		1060749	243093	SNOW REM/DE-ICER 2/3-2/9/17	\$304.76
POCKETINET COMMUNICATIONS INC		178779	243102	WIRELESS TRNSPRT/INTERNET-APR	\$57.48
VANGUARD CLEANING SYSTEM OF INLAND NW		67417	243134	BCES JANITORIAL SRVCS-MAR	\$62.50
		67992		CREDIT-MISSED CLEAN 3/1/17	(\$4.47)
WATER SOLUTIONS INC		15484	243237	WATER FILTRATION 3/7-4/6/17	\$8.42
XEROX CORPORATION		088323541	243242	MX4-322159 BASE-FEB	\$49.28
JURISIDICIION TOTAL ****					\$750.37
Division:	630	HOMELAND SECURITY PREPARDNESS			
BENTON COUNTY FIRE DIST 2		2017-02	243033	REIMB VARIOUS INVOICES	\$16,452.06
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$16,452.06
EMERGENCY MANAGEMENT Total ***					\$19,797.14
FUND	644	MICRO-WAVE			
Division:	611	MICROWAVE			
BENTON PUD	P057632	12/16-3423907365	243034	RATTLESNAKE MTN LEASE	\$775.14
DAY WIRELESS SYSTEMS		426316	243057	DEPOT REPAIR	\$897.31
MICROWAVE TOTAL ****					\$1,672.45
MICRO-WAVE Total ***					\$1,672.45
FUND	803	UTILITY BILL CLEARING FUND			
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13337	242990	Customer Refund	\$169.43
		CISPAY13338	242992	Customer Refund	\$95.83
		CISPAY13339	242971	Customer Refund	\$279.33
		CISPAY13340	243003	Customer Refund	\$42.28
		CISPAY13341	242987	Customer Refund	\$395.12



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13342	242972	Customer Refund	\$294.01
		CISPAY13343	243017	Customer Refund	\$67.28
		CISPAY13345	242993	Customer Refund	\$172.16
		CISPAY13347	243196	Customer Refund	\$140.52
		CISPAY13348	243177	Customer Refund	\$223.90
		CISPAY13349	243159	Customer Refund	\$266.18
		CISPAY13350	243206	Customer Refund	\$279.30
		CISPAY13351	243204	Customer Refund	\$627.93
		CISPAY13352	243192	Customer Refund	\$1,160.84
		CISPAY13354	243157	Customer Refund	\$313.84
		CISPAY13355	243202	Customer Refund	\$453.55
		CISPAY13356	243160	Customer Refund	\$54.64
		CISPAY13357	243208	Customer Refund	\$341.75
		CISPAY13358	243191	Customer Refund	\$25.58
		CISPAY13359	243195	Customer Refund	\$67.69
		CISPAY13360	243162	Customer Refund	\$49.96
		CISPAY13361	243174	Customer Refund	\$18.99
		CISPAY13362	243158	Customer Refund	\$98.63
		CISPAY13363	243194	Customer Refund	\$7.89
		CISPAY13364	243170	Customer Refund	\$10.10
		CISPAY13365	243229	Customer Refund	\$121.71
UNASSIGNED TOTAL ****					\$5,778.44
UTILITY BILL CLEARING FUND Total ***					\$5,778.44



City Of Richland

VL-1 Voucher Listing

From: 2/27/2017 To: 3/10/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,284,067.75

Number of Invoices

Amount

Vouchers In Richland	216	\$124,843.81
Vouchers In Tri Cities	180	\$197,640.13
Vouchers In WA	213	\$418,776.32
Vouchers Outside WA	511	\$542,807.49
Vouchers Final Total.....	1120	\$1,284,067.75

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$34,006.90	2.65%
3	SUPPLIES	\$228,063.85	17.76%
4	OTHER SERVICES & CHARGES	\$463,211.01	36.07%
5	INTERGOVERNMENTAL SERVICES	\$118,712.80	9.25%
6	CAPITAL PROJECTS	\$131,969.35	10.28%
	REFUNDS	\$5,778.44	0.45%
9	INTERFUND SERVICES	\$62.27	0%
	INVENTORY PURCHASES	\$302,263.13	23.54%
	Total	\$1,284,067.75	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

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: 03/21/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
City Council

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/21/2017

Agenda Category: Reports and Comments

Key Element:

Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: