



Agenda
City Council Regular Meeting
Tuesday, April 18, 2017
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Columbia Park West Marina (10 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
2. Land Sale for Readiness Center (10 minutes)
 - Kerwin Jensen, Community Development Director
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. Expression of Appreciation to Clifford Clark for Service on the Planning Commission (Resolution No. 77-17) (5 minutes)
 - Robert Thompson, Mayor
5. Planning Commission Annual Report (5 minutes)
 - Kerwin Jensen, Community Development Director
6. Community and Economic Development First Quarter Update (10 minutes)
 - Kerwin Jensen, Community Development Director
7. CityView Video: Snyder Substation Expansion
 - Sandi Edgemon, Energy Services Business Services Manager

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

8. Amending the 2017 Budget for the General Fund to Provide Additional Appropriations for the Development of an Environmental Impact Statement for the Comprehensive Plan Update - Ordinance No. 16-17
 - Kerwin Jensen, Community Development Director
9. Relinquishment of an Easement lying within 1820 Davison Avenue, Resolution No. 74-17
 - Pete Rogalsky, Public Works Director

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

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

Minutes:

10. Approve the Minutes for the Meeting Held April 4, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

11. Ordinance No. 15-17, Acceptance of Funds and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's Industrial Development Fund
 - Kerwin Jensen, Community Development Director
12. Ordinance No. 16-17, Amending the 2017 Budget for Additional Appropriation to the General Fund for the Development of an Environmental Impact Statement for the Comprehensive Plan Update
 - Kerwin Jensen, Community Development Director

Ordinances - Second Reading/Passage:

13. Ordinance No. 10-17, Accepting a Citizen Donation and Amending the 2017 Budget to Provide Additional Appropriations in the City's General Fund
 - Tom Huntington, Fire and Emergency Services Director
14. Ordinance No. 11-17, Amending RMC Title 23: Zoning, Official Zoning Map of the City
 - Kerwin Jensen, Community Development Director
15. Ordinance No. 12-17, Amending the 2017 Budget for the General Fund and the Capital Improvement Plan to Provide Additional Appropriations for the Swift Corridor: City Hall Project
 - Joe Schiessl, Parks and Public Facilities Director
16. Ordinance No. 13-17, Increasing 2017 Budget Appropriations to Include the 2016 Budget Carryovers
 - Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

17. Resolution No. 16-17, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Washington State Military Department at the Horn Rapids Industrial Park
 - Kerwin Jensen, Community Development Director
18. Resolution No. 51-17, Awarding Distribution of 2017 Business License Reserve Funds (BLRF)
 - Kerwin Jensen, Community Development Director
19. Resolution No. 65-17, Approving a Purchase and Sale Agreement with Treasure Valley Coffee Company
 - Kerwin Jensen, Community Development Director
20. Resolution No. 70-17, Awarding Distribution of Commercial Improvement Funds (CIP)
 - Kerwin Jensen, Community Development Director
21. Resolution No. 71-17, Authorizing a Second Amendment to the EVITA Interlocal Agreement to add Kittitas County PUD and City of Ellensburg
 - Bob Hammond, Energy Services Director

22. Resolution No. 72-17, Authorizing Two Purchase and Sale Agreements with Steven Mansfield for the Reata-to-Dallas Transmission Line
 - Bob Hammond, Energy Services Director
23. Resolution No. 74-17, Authorizing Relinquishment of an Easement within 1820 Davison Avenue
 - Pete Rogalsky, Public Works Director
24. Resolution No. 77-17, Expressing Appreciation to Clifford Clark for Service on the Richland Planning Commission
 - Heather Kintzley, City Attorney
25. Resolution No. 78-17, Awarding Bid to Boswell Asphalt Paving Solutions, Inc. for the 2017 Microsurfacing Project
 - Pete Rogalsky, Public Works Director

Items for Approval:

Expenditures - Approval:

26. Expenditures from March 27, 2017 - April 7, 2017 for \$7,890,465.19 including Check Nos. 243607-243949, Wire Nos. 6407-6411, Payroll Check Nos. 117821-118324, and Payroll Wire/ACH Nos. 9864-9885
 - Cathleen Koch, Administrative Services Director

Items of Business:

27. Resolution No. 79-17, Authorizing an Agreement with Benton County for use of Jail Facilities
 - Cindy Reents, City Manager

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

****NOTE: Immediately following adjournment, the Richland City Council will convene a meeting of the Richland Transportation Benefit District to entertain first reading of a proposed TBD Funding Ordinance****

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Columbia Park West Marina (10 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Land Sale for Readiness Center (10 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

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: 04/18/2017

Agenda Category: Presentations

Key Element:

Subject:

Expression of Appreciation to Clifford Clark for Service on the Planning Commission (Resolution No. 77-17) (5 minutes)

Department:
City Council

Ordinance/Resolution Number:
77-17

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Presentations

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Planning Commission Annual Report (5 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

I. 2016 Annual Report

RICHLAND PLANNING COMMISSION

2016 ANNUAL REPORT



Introduction

The first section of this report focuses on the progress the City made in 2016 towards achieving its goals as identified in the City's Strategic Plan. Only those goals that are directly or indirectly related to the Planning Commission functions are considered in this report, which summarizes both the progress made by the City in achieving its strategic goals and suggests further actions that the City should take to fully implement its goals in the coming year.

The second section of the report addresses the development activity that occurred throughout the City in 2016 and briefly analyzes development trends.

Section 1 – Strategic Keys

Of the seven strategic keys that Council has adopted for the City, six relate in some way to the work accomplished by the Planning Commission in 2016. (Key #5 – Natural Resources Management is excluded from this report because the Commission's activities in 2016 did not address this area.) Each goal that is part of a strategic key that relates to the Planning Commission's functions is listed below, with a summary of the progress made in 2016 towards implementation of the goal. The discussion for each key ends with the Commission's recommendations for activities that the City should pursue in 2017 to further implement the strategic keys.

Key 1 – Financial Stability and Operational Effectiveness

Progress made in 2016 –

- A. The Commission reviewed state law changes and recommended an ordinance that provides for the deferral of impact fee payments required on single family residence construction. Fees can now be paid at the time construction is completed instead of at permit issuance.
- B. The Commission reviewed the public participation plan that is being used for the update of the City's comprehensive plan.
- C. The Commission reviewed and recommended changes to the zoning code concerning standards for nonconforming buildings and nonconforming uses.

Key 2 – Infrastructure and Facilities

Progress made in 2016 –

- A. The Commission completed its annual review of the Transportation Improvement Program (TIP), following its hearing in May, recommending approval of the plan to the City Council.
- B. The Commission reviewed an update to the Horn Rapids Master Plan, which consists of infrastructure plans needed to serve future industrial development in the Horn Rapids area.
- C. The Commission reviewed the Capital Facilities Analysis for the 1,341 acres the City and Port of Benton received from the Department of Energy.

Key 2 Recommendations for 2017:

- The Planning Commission should be involved in the future planning activities for the City and Port owned properties that are proposed to become part of the City urban growth area.

Key 3 – Economic Vitality

Progress made in 2016-

- A. Expansion of the Lamb Weston plant in North Richland. Valued at over \$70 million, the expansion is anticipated to create 120 new jobs and will add to the City's tax base.
- B. The Washington Corn Growers continued work on their processing facilities through the construction of a \$5 million storage facility.
- C. Pacific Northwest National Laboratories began an upgrade and expansion of its facilities, spending a total of \$5 million on a variety of remodel projects of its facilities.
- D. Commercial development in Vintner's Square continued with construction of several new retail stores including Ross Dress for Less, Ulta Beauty and Party City.
- E. Construction began on a 120 Room Homewood Suites Hotel at Lincoln Landing
- F. Columbia Basin College began construction on a new \$16 million Health Sciences Center just south of Swift Boulevard.
- G. Construction began on a \$3 million medical office building on Columbia Park Trail.
- H. The Commission approved a design alternative from the City's Central Business District standards, which led to the construction of a new Sterling's Restaurant on George Washington Way.

Key 3 Recommendations for 2017:

- The Commission should review the economic development plan as part of the City's comprehensive plan update process.

Key 4 – Central Richland and Island View District Revitalization

Progress made in 2016-

- A. Kadlec Regional Hospital finished construction of the remaining 4 floors on the main tower of the hospital. Additionally, they completed construction of their 4 story parking garage.
- B. Columbia Basin College began construction of its 4 story Health Sciences Center located, just south of Swift Boulevard across from the City Library.
- C. Construction of the new commercial buildings located at the northeast corner of Jadwin Avenue and Swift Boulevard were completed, with the opening of Dupus Boomer's, Jimmy John's and Taco Time restaurants.
- D. The Commission approved design plans for a new Sterling's Restaurant that removed the old building along the George Washington Way corridor and replaced it with a new building that takes advantage of the views of the park and Columbia River.
- E. Construction of a new \$3 million office building began on Columbia Park Trail.
- F. The Commission recommended approval of an ordinance that exempted certain short street segments in the Island View area from requirements for frontage street improvements. This code amendment resulted in construction of a 4-plex.

Key 4 Recommendations for 2017:

- The Commission should be provided an opportunity to review the Waterfront plan.

Key 6 – Community Amenities

Progress Made in 2016 –

- A. The Richland School District added modular classrooms at Hanford High School and completed construction of a new Marcus Whitman Elementary School.
- B. WSU – Tri Cities began construction on a new student union building on their campus.
- C. The City completed construction and began hosting events at the outdoor stage facility at the John Dam Plaza.
- D. The Reach constructed a cover on their outdoor stage facility.

Key 6 Recommendations for 2017:

- The Commission should review the City's parks and open space plan as part of the City's comprehensive plan update process.

Key 7 – Neighborhood & Community Safety

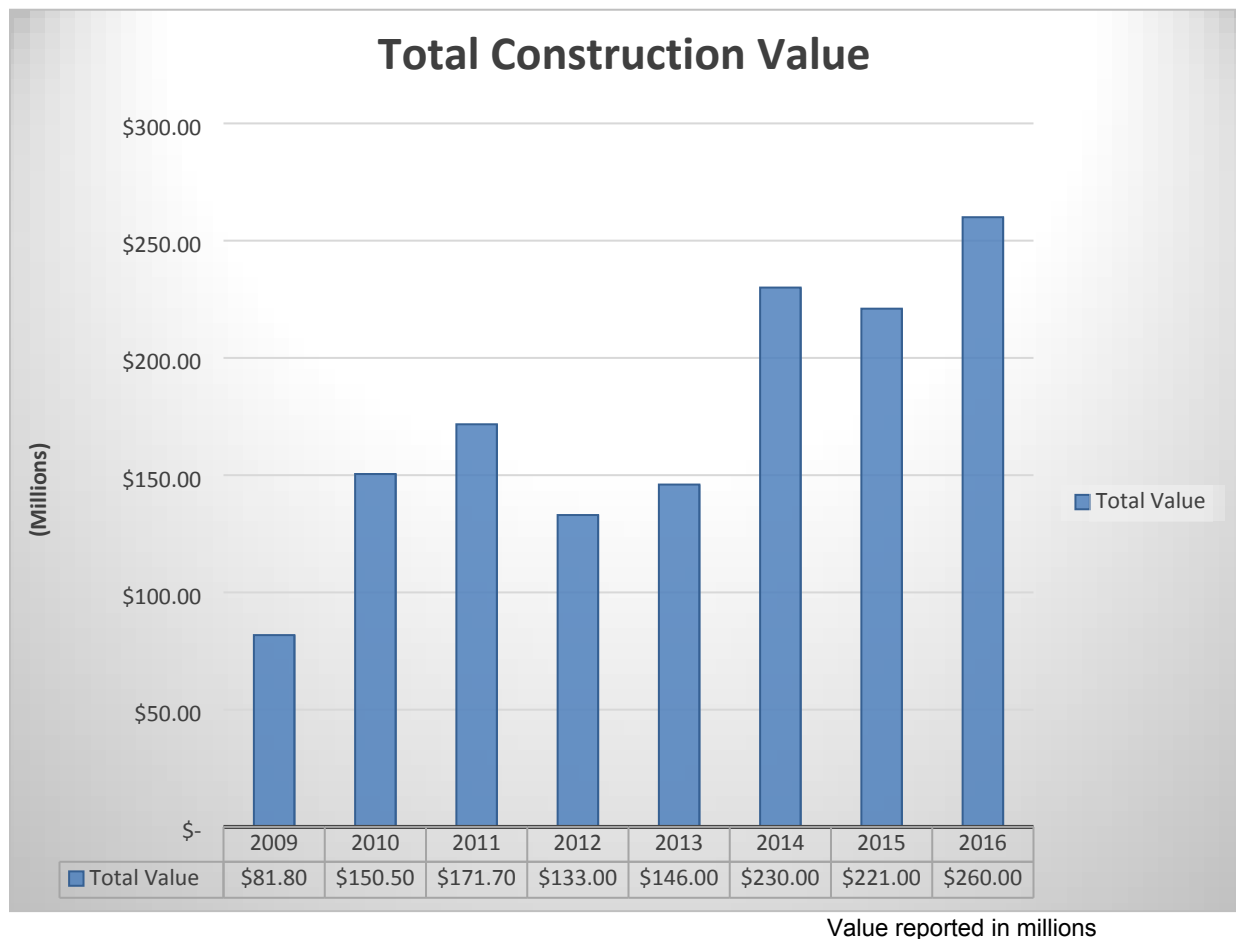
Progress made in 2016 –

- A. The Commission reviewed and recommended code amendments requiring buffer standards when commercial uses adjoin single family residential neighborhoods.
- B. The Commission recommended amendments to the Land Use and Development Regulations in place for the Badger Mountain South Master Planned Community designed to assist the developers in creating a product that is more salable and affordable in the current market, while still maintaining the original intent of a walkable, sustainable community.
- C. The Commission reviewed and recommended the award of block grant funds to the City to improve the Island View Park and install ADA compliant ramps on existing City sidewalks within Central Richland neighborhoods.
- D. The Commission reviewed and recommended the award of block grant funds to non-profit social service agencies to assist in the provision of affordable housing, senior meals and group homes.

Key 7 Recommendations for 2017:

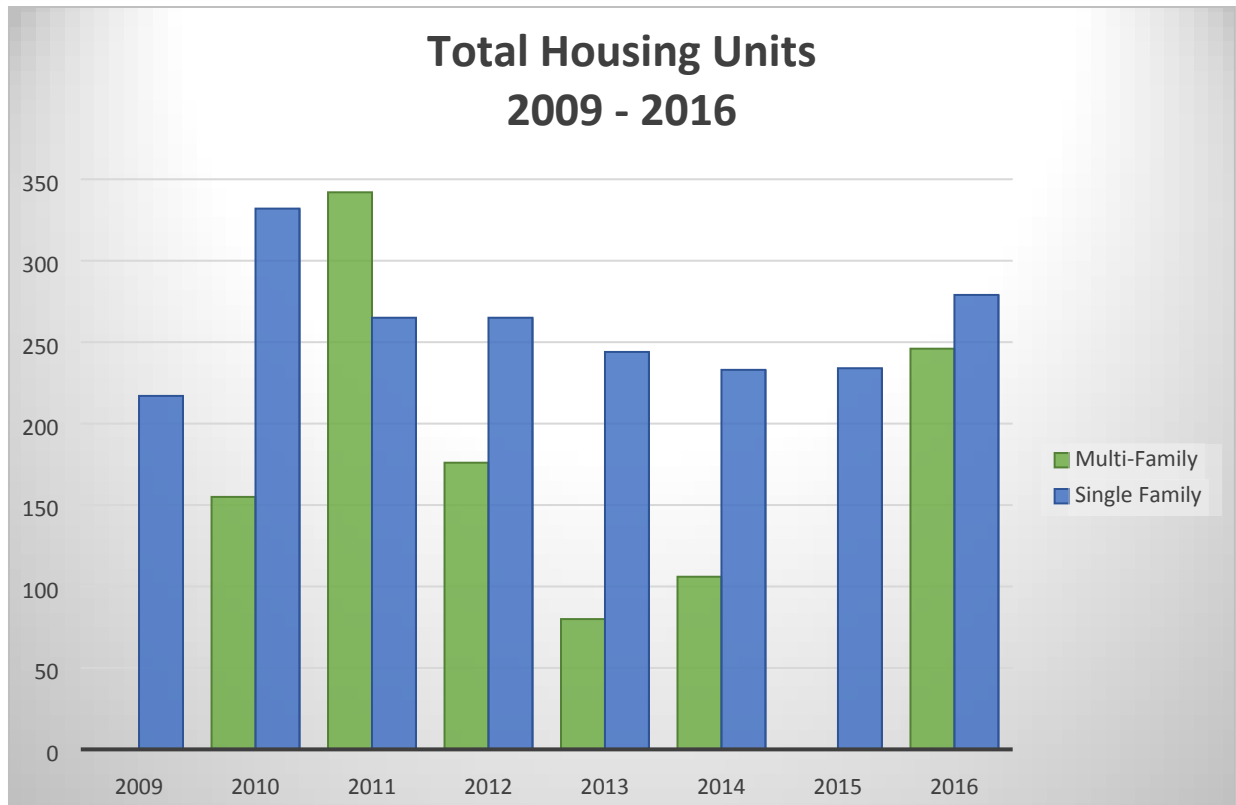
- The Commission should review the City's housing plan as part of the comprehensive plan update process.
- The Commission should develop a plan for the areas designated in the current land use plan as "urban reserve" as part of the comprehensive plan update process.

Section 2 – City Wide Development Trends



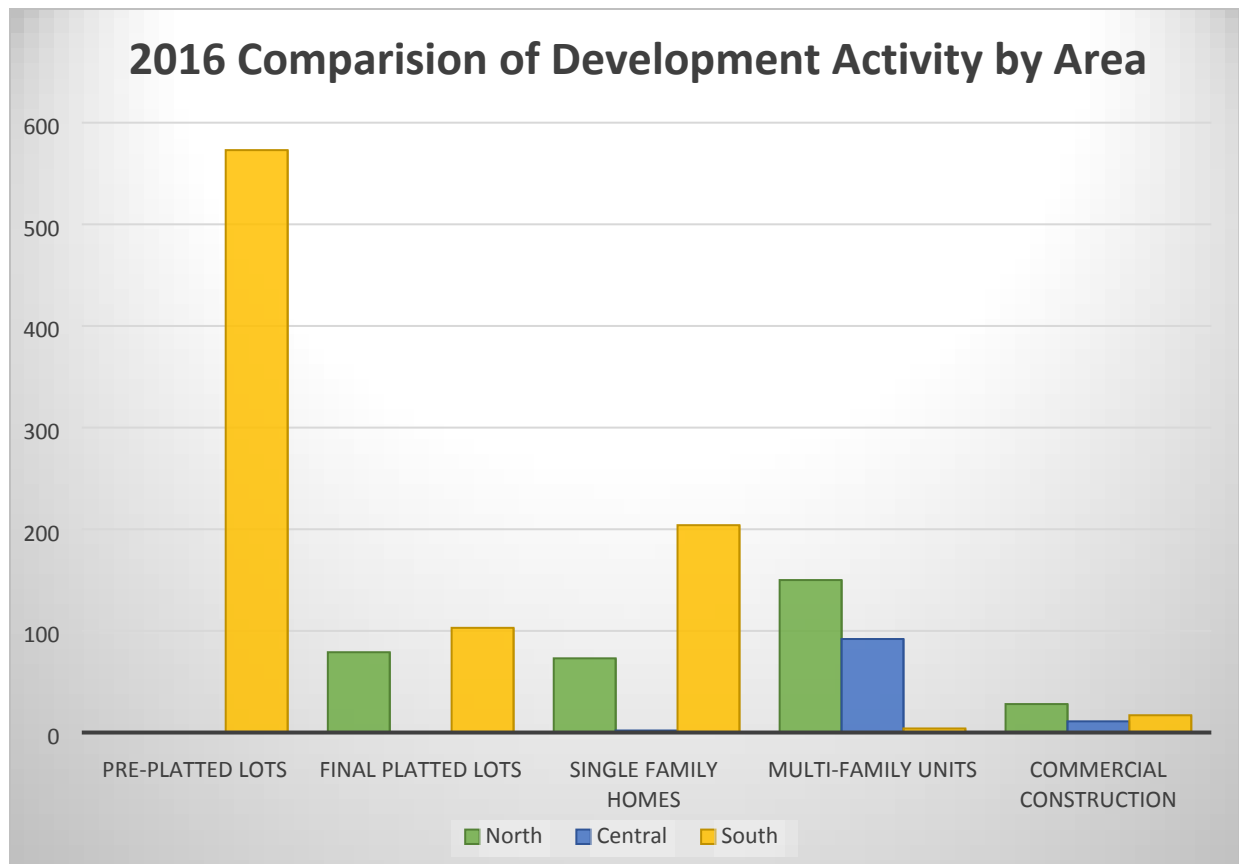
Overview

The City experienced the highest overall level of development activity that it has seen in several years, with \$260 million in total construction value, a 17% increase over 2015 construction activity levels. Valuation of both commercial and residential construction increased over 2015 level. The total construction value was significantly above the 8 year average of \$174 million.



Residential Activity

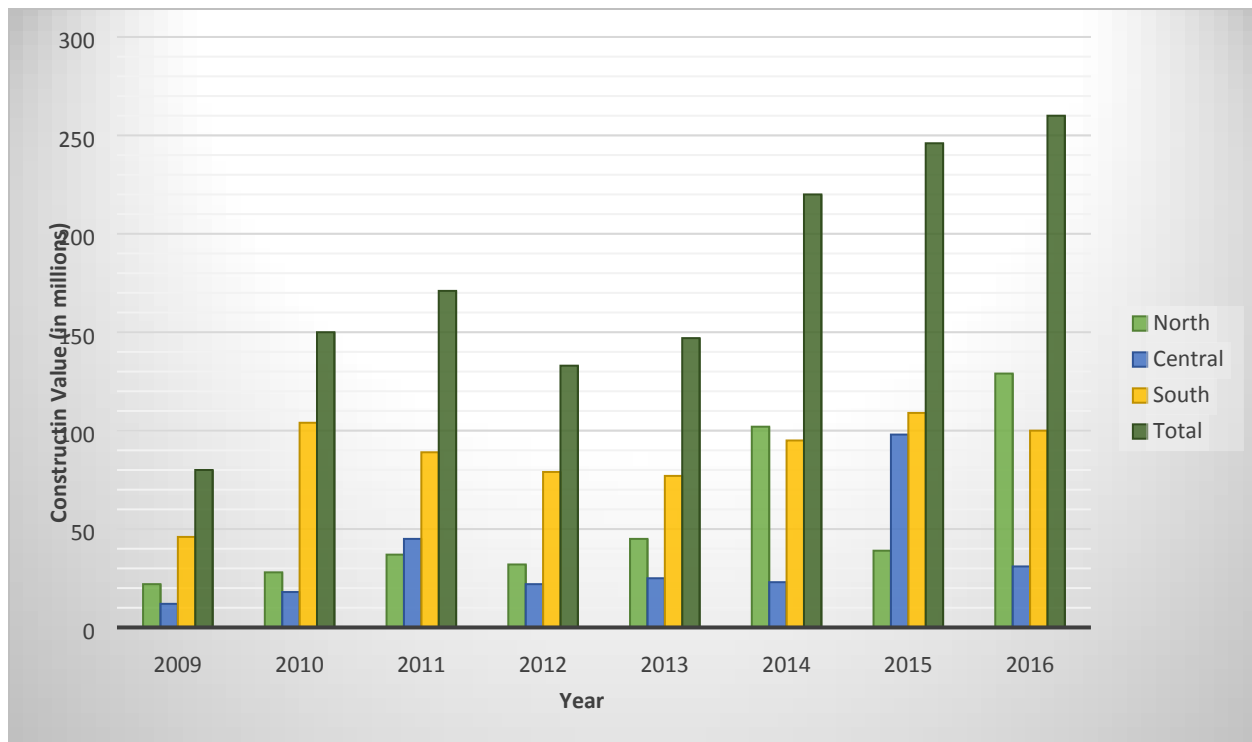
The number of single family permits issued in 2016 also outpaced 2015 levels. In 2016, 279 permits for single family homes were issued compared to 234 in 2015. The eight year average for single family permits is 259. The City also issued permits for 246 multi-family units, outpacing the eight year annual average of 160 multi-family units.



Distribution of Construction Activity

In a continuing trend, the majority of residential construction occurred in South Richland (south of the Yakima River). Of the 279 permits issued in 2015 for single family residences, 204 homes were located in South Richland, 73 permits were issued in the North Richland area (North of Van Giesen Street), and only 2 permits were issued in Central Richland. Platting activity was distributed exclusively between North and South Richland, with 79 final platted lots created in North Richland and 182 lots created in South Richland.

The average value of single family residence in 2016 was \$320,933, a 2% decrease from new home values in 2015. (Note: Home values included in this report are based on standard permit valuation tables and do not necessarily reflect market value.) Home values varied by location, with South Richland containing the most expensive homes (average value of \$343,258) and Central Richland the least expensive (average value of \$126,481) while the average value in North Richland was in the middle at \$263,846.



Commercial Activity

The number of commercial projects decreased from the prior year (only 56 projects in 2016 compared to 76 projects in 2015); but the overall value of commercial construction increased slightly: \$149 million in 2014, compared to \$144 million in 2015.

Several large projects keyed the increase in construction valuation – the largest was a \$70 million expansion of the Lamb Weston Potato Processing Plant on Saint Street. Other large projects included the \$16 million Columbia Basin Health Sciences Center on Northgate; a \$13.4 million apartment complex at the Innovation Center and another \$8.5 million apartment complex on Columbia Point and a \$9.3 million hotel at Lincoln Landing.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Presentations

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

Subject:

Community and Economic Development First Quarter Update (10 minutes)

Department:

Community & Development Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

A combined update of citywide building and development activities.

Fiscal Impact:

None

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Snyder Substation Expansion

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Public Hearing

Key Element: Key 3 - Economic Vitality, Key 5 - Natural Resources Management

Subject:

Amending the 2017 Budget for the General Fund to Provide Additional Appropriations for the Development of an Environmental Impact Statement for the Comprehensive Plan Update - Ordinance No. 16-17

Department:

Community & Development Services

Ordinance/Resolution Number:

16-17

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

As part of the city's current comprehensive plan amendment process, we will be considering future potential land uses for the Columbia Point South area.

The process of addressing Columbia Point South as part of our current effort will require a more detailed and expanded environmental analysis and will require additional funding to complete. Additionally, this expanded process will prolong the anticipated adoption date by approximately six weeks.

The expanded environmental analysis involves reaching out to entities such as Native American tribes, State Departments of Ecology, Fish & Wildlife, and Commerce, as well as neighboring jurisdictions.

Additional costs associated with the expanded environmental analysis is expected to be up to \$50,000. Staff is recommending that the city's general fund be utilized to offset this shortfall.

Fiscal Impact:

The proposed budget amendment will increase appropriations in the General Fund from \$56,705,792 to \$56,755,795, an increase of \$50,000. This increase in appropriations will reduce the unappropriated fund balance by \$50,000.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Public Hearing

Key Element:

Subject:

Relinquishment of an Easement lying within 1820 Davison Avenue, Resolution No. 74-17

Department:

Public Works

Ordinance/Resolution Number:

Document Type:

Public Hearing Item

Recommended Motion:

Summary:

This is a public hearing regarding the proposed relinquishment of a portion of a utility easement lying within 1820 Davison Avenue.

Refer to the staff report for Resolution No. 74-17 for more detail.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes for the Meeting Held April 4, 2017

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on April 4, 2017

Summary:

None

Fiscal Impact:

None.

Attachments:

I. Draft 040417 Meeting Minutes



MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, April 4, 2017

Draft

Pre-Meeting:

Mayor Pro Tem Christensen 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 Pro Tem Christensen, Councilmembers Rose, Lemley, Kent 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 (20 minutes)
- Heather Kintzley, City Attorney

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO DISCUSS PER RCW 42.30.110 (1) (ii): CURRENT OR POTENTIAL LITIGATION WITH LEGAL COUNSEL AND MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. FOR 20 MINUTES. THE MOTION CARRIED 5-0.

COUNCILMEMBER LUZZO GILMOUR MOVED AND COUNCILMEMBER MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:20 P.M. THE MOTION CARRIED 5-0.

Mr. Amundson and Ms. Hopkins joined the meeting at 7:20 p.m.

2. Discussion of Council Meeting Agenda Items
Council and staff briefly reviewed the proposed agenda scheduled for the regular meeting.

Regular Meeting:

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

Welcome and Roll Call:

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

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

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

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO EXCUSE MAYOR THOMPSON AND COUNCILMEMBER ANDERSON. THE MOTION CARRIED 5-0.

Pledge of Allegiance:

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

Approval of Agenda:

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LUZZO GILMOUR SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 5-0.

Presentations:

1. New Hire/Retirements (5 minutes)
- Allison Jubb, Human Resources Director

Ms. Jubb said Traffic Engineer Mark Noga retired with 35 years of service to the City. New hires included:

David Montelongo, Journeyman Lineman; Aurora Oberg, Library Assistant I; Brianna Harty, Executive Assistant; Matthew Blackmarr, BCEM Emergency Planner; Nikki Perez, Assistant Buyer; and Shannon Baker, Emergency Communication Dispatcher.

Public Hearing:

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

1. Amending the 2017 Budget for the General Fund and the Capital Improvement Plan to Provide Additional Appropriations for the Swift Corridor, City Hall Project - Ordinance No. 12-17
- Joe Schiessl, Parks and Public Facilities Director

Mr. Schiessl said state law requires that a public hearing be held prior to consideration of an ordinance to increase the appropriation of an existing fund balance. Ordinance No. 12-17 will appropriate unbudgeted Industrial Development, General Fund Reserve, and Broadband Utility (as a transfer from General Fund Reserve) as revenue to the Swift Corridor: City Hall project. Mr. Schiessl gave a review of the projects and the next steps for the projects.

Mayor Pro Tem Christensen opened the public hearing at 7:45 p.m. and closed the hearing at 7:45:15 p.m. as there were no comments.

2. Proposed Amendments to the 2017 Budget to Include the 2016 Budget Carryovers
 - Ordinance No. 13-17
 - Brandon Allen, Finance Director

Mr. Allen said a public hearing is necessary for Ordinance No. 13-17, amending the 2017 budget to include the 2016 budget carryovers and gave details regarding the budget carryovers.

Mayor Pro Tem Christensen opened the public hearing at 7:47 p.m. and closed the hearing at 7:47:15 p.m. as there were no comments.

Public Comments:

City Clerk Hopkins read the public comments procedure.

Amy Boaro, 5410 W. 20th Ave, Richland, WA, said the Tri-City Herald published an article about incidents of racial threats made in Richland and she cited other incidents in the national news of racial incidents. She believes these threats are potentially violent and believes it is time for the Richland Council to act on this issue.

Robert Field, 1804 Symons Street, Richland, WA, said between Symons and Thayer streets, there are no speed limits signs or stop signs to slow down traffic and asked if the City could correct that problem.

Mik Anand, 1820 Hunt Point, Richland, WA, said he chose to take a job as an engineer in Richland and enjoys living here. After the incidences of racial threats in the community, he and his East Indian coworkers have concerns for their safety. He supports the resolution of inclusiveness that states all persons will be valued and have safety and security in the community.

Jessica Monterey, 785 Canyon Street, Richland, WA, said she supports the inclusiveness resolution and believes it is naïve to think that hate issues are not present in Richland.

Sarah Kennedy, 1003 N. Union, Kennewick, WA, supports the resolution of inclusiveness and noted the history of a 1950s “sunset” clause in the Tri-Cities. She said this is an opportunity to state the inclusiveness of all people living in our community.

Bill Peters, 1031 Wright Street, Richland, WA, said he supports the inclusiveness resolution. He said as a disabled member of the community, it is important to know Richland is an open community.

Patricia Escanella, 3560 Hainstead, Richland, WA, said she supports the inclusiveness resolution. She said her children were in the Richland School District and experienced discrimination from students and administration and now attend school in Pasco to feel more included.

Rick Jones, 1834 Marshall, Richland, WA, said that everything in the inclusiveness resolution is already protected and believes it would be a dangerous for the City to enact this type of document.

Ann Fraser, 570 Holly Street, Richland, WA, said she has read the resolution of inclusiveness and said it does not have any conflicts with local or federal law nor does it have anything about immigration or immigrant status. She supports the inclusiveness resolution and said it adds to the current vision statement of Richland.

Susannah Burrows, 2895 Pauling Avenue, Richland, WA, said she supports the inclusiveness resolution. She said her friends and coworkers are telling her they no longer feel safe in the community and that the Council needs to state their community support. She asked why the Council would not support the resolution stating value for all people, regardless of color.

Speaker did not state her name. She said that in reference to the previous speaker comments regarding the "sunset" sign on the blue bridge, she lived in the Tri-Cities during the time it was posted.

Travis Williams, 4746 Road I.8, Moses Lake, WA, said he is a disabled veteran and that he is thinking of moving here. He wants to be assured that Richland is an inclusive city.

Laura Newberry, 618, Muriel Street, Richland, WA, said she is one of the authors of the inclusiveness resolution and that she has been coming to the Council meetings asking for the Council to take action on the resolution. She said as a person of color, she has had to adjust her lifestyle to avoid being accosted and wants the City to state its values as an inclusive community.

Consent Calendar:

City Clerk Hopkins read the Consent Calendar.

Minutes:

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

Ordinances - First Reading:

2. Ordinance No. 10-17, Acceptance of Citizen Donation and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's General Fund
- Tom Huntington, Fire and Emergency Services Director
3. Ordinance No. 11-17, Amending RMC Title 23: Zoning, Official Zoning Map of the City
- Kerwin Jensen, Community Development Director
4. Ordinance No. 12-17, Amending the 2017 Budget for the General Fund and the Capital Improvement Plan to Provide Additional Appropriations for the Swift Corridor, City Hall Project

- Joe Schiessl, Parks and Public Facilities Director
- 5. Ordinance No. 13-17, Increasing 2017 Budget Appropriations to Include the 2016 Budget Carryovers
 - Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage:

- 6. Ordinance No. 05-17, Amending RMC Title 17: Sewers
 - Pete Rogalsky, Public Works Director
- 7. Ordinance No. 52-16, Authorizing Eminent Domain for Duportail Bridge
 - Pete Rogalsky, Public Works Director

Resolutions – Adoption:

- 8. Resolution No. 34-17, Approving a Purchase and Sale Agreement with The Crown Group, Inc. for 4,950 Square Feet of Property
 - Kerwin Jensen, Community Development Director
- 9. Resolution No. 47-17, Membership Appointment to the Richland Planning Commission
 - Heather Kintzley, City Attorney
- 10. Resolution No. 59-17 Expressing Appreciation to Kit McBurney for Service on the Parks and Recreation Commission
 - Heather Kintzley, City Attorney
- 11. Resolution No. 60-17, Expressing Appreciation to Viknesh Kasthuri for Service on the Richland Parks and Recreation Commission
 - Heather Kintzley, City Attorney
- 12. Resolution No. 61-17, Expressing Appreciation to Naveena Bontha for Service on the Richland Parks and Recreation Commission
 - Heather Kintzley, City Attorney
- 13. Resolution No. 62-17, Awarding Bid to Blackline, Inc. for the 2017 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
- 14. Resolution No. 63-17, Approval of Sale of Surplus Equipment
 - Tom Huntington, Fire and Emergency Services Director
- 15. Resolution No. 64-17, Authorizing the Circulation of a Petition Proposing Annexation Along the East End of Jericho Road
 - Kerwin Jensen, Community Development Director
- 16. Resolution No. 69-17, Authoring an Application for the Washington Auto Theft Prevention Authority Grant
 - Chris Skinner, Police Services Director

17. Resolution No. 66-17, Authorizing Submittal of Transportation Grant Applications
- Pete Rogalsky, Public Works Director

Items for Approval:

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

Expenditures - Approval:

19. Expenditures from March 13, 2017 - March 24, 2017 for \$4,171,757.44 including Check Nos. 243243-243606, Wire Nos. 6394-6406, Payroll Check Nos. 117308-117820, and Payroll Wire/ACH Nos. 9850-9863
- Cathleen Koch, Administrative Services Director

COUNCILMEMBER KENT MOVED AND COUNCILMEMBER LEMLEY SECONDED A MOTION TO APPROVE THE CONSENT CALENDAR AS PUBLISHED. THE MOTION CARRIED 5-0.

Reports and Comments:

1. City Manager Reents said Heritage Trail in Howard Amon Park will be closed April 10 and 11, 2017 to add sand to the shoreline.
2. Council:

Councilmember Kent expressed her personal appreciation to Mr. McBurney, Ms. Bontha and Mr. Kasthuri for their service on the Richland Parks and Recreation Commission. She thanked the public for their comments on the inclusiveness resolution.

Councilmember Luzzo Gilmour said she appreciated the public comments regarding the inclusiveness resolution and encouraged the community to keep talking about that topic. She also made comments about the due diligence the City has made on the funding options for the Duportail Bridge.

Councilmember Lemley said he attended the annual employee breakfast on March 30 and noted it was a great event. He also attended a ribbon cutting for Kadlec Medical Center's new orthopedic wing. Lastly, he said the Parks Department's Mr. Bunny event will be held at the HAPO Community Stage on April 8, 2017.

Mayor Pro Tem Christensen said in response to a public comment that Richland did not have a "sunset" policy in the 1950's, however the blue bridge did have that type of sign posted on it at that time.

Adjournment:

Mayor Pro Tem Christensen adjourned the meeting at 8:22 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 15-17, Acceptance of Funds and Amendment to the 2017 Budget to Provide Additional Appropriations in the City's Industrial Development Fund

Department:

Community & Development Services

Ordinance/Resolution Number:

15-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 15-17, accepting funds from Shadow Mountain Industrial Properties and amending the 2017 Budget to provide additional appropriations in the City's Industrial Development Fund.

Summary:

On June 18, 2013, the City entered into an Infrastructure Agreement (Contract No. 147-13) with Schaeffer Industries to support development of property in the Horn Rapids Industrial Park. Under the terms of the agreement, the City agreed to construct 1,240 feet of road and utility improvements, and a portion of a rail spur. The Infrastructure Agreement has since been assigned to Shadow Mountain Industrial Properties, as documented by the attached assignment. Both Schaeffer Industries and Shadow Mountain Industrial Properties are owned and controlled by George Schaeffer.

Shadow Mountain Industrial Properties' final development plan for the property now requires a longer road than originally anticipated in the Infrastructure Agreement, totaling 2,240 feet in length.

On March 10, 2017, the City agreed to construct the entire length of improvements with Shadow Mountain Industrial Properties funding the private portion beyond the 1,240 feet. Total project costs for the total length of improvements is approximately \$919,465.46, with the City's financial contribution capped at \$556,250.

George Schaeffer has agreed to deposit funds with the City totaling \$363,215.46 to cover the private portion of the improvements. The funds for the road improvements will be controlled by the City's Public Works Department as budgeted in the Industrial Development Fund.

Staff recommends approval of Ordinance No. 15-17 for first reading.

Fiscal Impact:

The proposed budget amendment will increase appropriations in the Industrial Development Fund from \$7,967,503 to \$8,330,718, and increase of \$363,215. This increase in appropriations will not impact the unappropriated fund balance.

Attachments:

1. Ordinance No. 15-17
2. Infrastructure Agreement Assignment

ORDINANCE NO. 15-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations in the City's Industrial Development Fund.

WHEREAS, on November 15, 2016, Richland City Council approved Ordinance No. 60-16 approving the 2017 Budget; and

WHEREAS, in the 2017 Budget, \$556,250 was appropriated in the Industrial Development Fund for infrastructure improvements in the Horn Rapids Industrial Park; and

WHEREAS, pursuant to an Infrastructure Agreement with Schaeffer Industries, Contract No. 147-13, the City is obligated to construct a street, with utilities, of approximately 1,240 feet; and

WHEREAS, Schaeffer Industries assigned and transferred said Infrastructure Agreement to Shadow Mountain Industrial Properties on February 4, 2014; and

WHEREAS, Shadow Mountain Industrial Properties desires to extend the road from 1,240 feet to 2,240 feet, which will increase the cost of the project to \$919,465.46; and

WHEREAS, Shadow Mountain Industrial Properties will cover the costs associated with extending the roadway and utilities beyond that for which the City of Richland is contractually obligated.

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

Section 1. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the Industrial Development Fund from Shadow Mountain Industrial Properties as follows:

Fund

Current Appropriation:	\$ 7,967,503
Increase in Appropriation:	<u>\$ 363,215</u>
Amended Appropriation:	<u>\$ 8,330,718</u>

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

**ASSIGNMENT AND ASSUMPTION OF
INFRASTRUCTURE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF INFRASTRUCTURE AGREEMENT, made effective as of the 4th day of February, 2014, by and between SCHAEFFER INDUSTRIES, a Nevada corporation ("Assignor"), and SHADOW MOUNTAIN INDUSTRIAL PROPERTIES, a Nevada corporation ("Assignee").

W I T N E S S E T H:

For valuable consideration, receipt of which is acknowledged, Assignor and Assignee agree as follows:

1. Assignment, Delegation and Assumption.

(a) Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to, and delegates all of Assignor's duties and obligations under, the Infrastructure Agreement executed in or about June, 2013 between Assignor herein, as Owner, and the City of Richland, a Washington municipal corporation, as City (the "Contract).

(b) Assignee hereby accepts the foregoing assignments and delegations, and hereby assumes and agrees to perform the obligations of Owner under the Contract.

2. Further Assurances.

Assignor and Assignee agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effect this Assignment.

3. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of Utah.

4. Successors and Assigns.

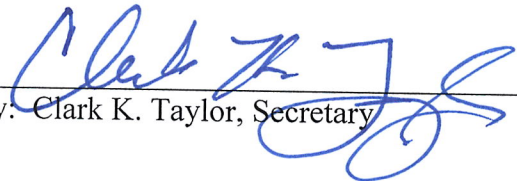
This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[signatures follow on next page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first hereinabove written.

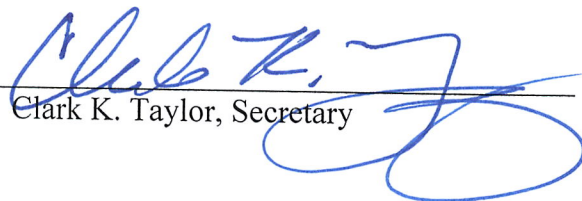
ASSIGNOR:

SCHAEFFER INDUSTRIES,
a Nevada corporation


By: Clark K. Taylor, Secretary

ASSIGNEE:

**SHADOW MOUNTAIN INDUSTRIAL
PROPERTIES,** a Nevada corporation


By: Clark K. Taylor, Secretary



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - First Reading

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 16-17, Amending the 2017 Budget for Additional Appropriation to the General Fund for the Development of an Environmental Impact Statement for the Comprehensive Plan Update

Department:

Community & Development Services

Ordinance/Resolution Number:

16-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 16-17, amending the 2017 Budget for the General Fund for the development of an Environmental Impact Statement (EIS) for the Comprehensive Plan Update.

Summary:

As part of the current comprehensive plan amendment process, the City will be considering future potential land uses for the Columbia Point South area.

The process of addressing Columbia Point South as part of the City's current effort will require a more detailed and expanded environmental analysis, and will require additional funding to complete. Additionally, this expanded process will prolong the anticipated adoption date of the amended comprehensive plan by approximately six weeks.

As required by law, a public hearing on this topic will be held tonight prior to Council's consideration of this matter for first reading.

Staff recommends approval, for first reading, of Ordinance No. 16-17.

Fiscal Impact:

The proposed budget amendment will increase appropriations in the General Fund from \$56,705,792 to \$56,755,792, an increase of \$50,000. This increase in appropriations will reduce the unappropriated fund balance by \$50,000.

Attachments:

- I. Ordinance No. 16-17

ORDINANCE NO. 16-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's General Fund.

WHEREAS, on November 15, 2016, the Richland City Council passed Ordinance No. 60-16 approving the 2017 Budget; and

WHEREAS, on July 5, 2016, Council approved Resolution No. 133-16 authorizing the execution of a consultant agreement with Oneza and Associates, Contract No. 176-16, to prepare an update of the City's Comprehensive Plan; and

WHEREAS, staff have determined that a State Environmental Policy Act (SEPA) Environmental Impact Statement (EIS) is required; and

WHEREAS, no funds were appropriated in the General Fund for a SEPA EIS to be completed as part of the Comprehensive Plan update; and

WHEREAS, the additional cost to develop the SEPA EIS is estimated to be \$50,000; and

WHEREAS, sufficient unappropriated funds are available in the General Fund to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 18, 2017, regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2017 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the General Fund.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the General Fund from unappropriated fund balance as follows:

General Fund	
Current Appropriation:	\$56,705,792
Increase in Appropriation:	\$ 50,000
Amended Appropriation:	<u>\$56,755,792</u>

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

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

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 10-17, Accepting a Citizen Donation and Amending the 2017 Budget to Provide Additional Appropriations in the City's General Fund

Department:

Fire & Emergency Services

Ordinance/Resolution Number:

10-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 10-17, accepting a citizen donation and amending the 2017 General Fund appropriations.

Summary:

Passage of this ordinance authorizes staff to accept a donation from a private citizen and amend appropriations to the 2017 Fire Department General Fund to assist with the purchase of a thermal imaging camera.

The citizen made this donation on behalf of her deceased husband to show appreciation for the support that they received from members of the Richland Fire and Emergency Services Department. The donor wishes to remain anonymous.

Fiscal Impact:

Current appropriations in the General Fund will increase by \$6,000, thereby bringing the amended appropriation balance to \$56,711,792.

Attachments:

- I. Ord. No. 10-17 Acceptance of Donation and Budget Amendment

ORDINANCE NO. 10-17

AN ORDINANCE of the City of Richland authorizing acceptance of a citizen donation and amending the 2017 Budget to provide for additional appropriations in the City's General Fund.

WHEREAS, on November 15, 2016, the Richland City Council approved Ordinance No. 60-16 approving the 2017 Budget; and

WHEREAS, in January of 2017, city staff was contacted by a citizen of Richland offering a donation to the Fire Department on behalf of her deceased husband; and

WHEREAS, staff presented various needs within the Fire Department to the citizen; and

WHEREAS, the citizen, who wishes to remain anonymous, has made a \$6,000 donation to the Fire Department to assist with the purchase of a thermal imaging camera; and

WHEREAS, staff recommends acceptance of the donation and amendment of the 2017 General Fund budget by the same amount to allow for purchase of the camera equipment.

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

Section 1. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the General Fund from a citizen donation as follows:

General Fund

Current Appropriation: \$ 56,705,792

Increase in Appropriation: \$ 6,000

Amended Appropriation: \$ 56,711,792

Section 2. Donation accepted. Council hereby authorizes receipt of a donation to the Richland Fire Department in the amount of \$6,000 for the purchase of a thermal imaging camera from a citizen who wishes to remain anonymous.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 23, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 11-17, Amending RMC Title 23: Zoning, Official Zoning Map of the City

Department:

Community & Development Services

Ordinance/Resolution Number:

11-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 11-17, Amending RMC Title 23: Zoning, amending Sectional Map No. 55B so as to change the zoning on 4 acres from Commercial Limited Business (C-LB) to General Business (C-3).

Summary:

Rezoning a 4-acre site fronting SR-240 from C-LB (Commercial Limited Business) to C-3 (General Business) as conditioned by a Property Use and Development Agreement.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 11-17
2. Hearing Examiner Report
3. Staff Report Z2017-100

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 11-17

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. 55B so as to change the zoning on 4 acres from Commercial Limited Business (C-LB) to General Business (C-3); said property is located on the north side of SR-240 approximately 1,200 feet northwest of Kingsgate Way (Douglas).

WHEREAS, on February 23, 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 March 10, 2017, the Richland Hearing Examiner issued a written report recommending approval of the requested rezone; and

WHEREAS, the Richland City Council has considered the record created at the February 23, 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. Contingent upon the recording, as in Section 4 hereof, and within 90 days of the passage of this ordinance, a properly executed, delivered and accepted Property Use and Development Agreement shall be signed by the petitioner and the City. This agreement shall be substantially in the form attached hereto as Exhibit B and is intended to restrict the use and development of the property more particularly described as follows:

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

A portion of the Southwest ¼ of Section 21, Township 10 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

The Westerly 218.00 feet as measured perpendicular to the Westerly line of a Parcel described by Statutory Warranty Deed recorded under Auditor's File number 2016-001134, records of said County and State.

Containing 4.0 acres, more or less, according to the description above and as depicted on the attached Exhibit A.

Such land is rezoned from Commercial Limited Business (C-LB) to General Business (C-3).

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. 55B, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Sectional Map No. 55B 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. 55B, 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 18th day of April, 2017

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 23, 2017

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

Regarding the Application to **Rezone** a)
vacant 4 acre site located at 2880)
Kingsgate Way from C-LB (Commercial)
Limited Business) to C-3 (General)
Business), submitted by the property)
owner)

File No. Z2017-100

John Douglas,)
Applicant,)
)
)
)

**FINDINGS OF FACT,
CONCLUSIONS AND
RECOMMENDATION**

I. SUMMARY OF RECOMMENDATION.

The applicant has met its burden of proof to demonstrate that its requested rezone merits approval. The site is already designated as suitable for Commercial land uses under the City's Comprehensive Plan, and the applicant is only seeking a change from one type of Commercial zone to another. After public notices provided in accord with law, there was no opposition. The applicant's justification statement provided in his rezone application explained that he intends to build a stand-alone mini storage unit complex on the site. So, to minimize potential land use conflicts that could arise from the establishment of certain land uses in the C-3 zone in close proximity to residential dwelling units, this **Recommendation of APPROVAL** is conditioned on the City Council's contemporaneous adoption of a Property Use and Development Agreement that will apply to the rezoned property (Exhibit 1), to limit the type of C-3 land uses permitted on the site and require compliance with appropriate site development conditions.

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
APPLICATION TO CHANGE A 4-ACRE SITE
LOCATED AT 2880 KINGS_GATE WAY FROM C-LB
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100**

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).

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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).

**FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
APPLICATION TO CHANGE A 4-ACRE SITE
LOCATED AT 2880 KINGSGATE WAY FROM C-LB
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100**

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HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

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 C-LB zoning was adopted for the site?

Short Answer: Yes, the site is already designated as appropriate for Commercial land uses in the City's Comprehensive Plan, and the applicant is only seeking a change from one type of Commercial zoning designation to another.

B. Whether the rezone bears a substantial relationship to the public health, safety, morals, or general welfare?

Short Answer: With contemporaneous adoption of the proposed Property Use and Development Agreement, yes.

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 individuals presented testimony under oath at the duly noticed public hearing for the underlying application, held on February 23, 2017:

1. Shane O'Neill, Senior Planner for the City of Richland.

The applicant, Mr. Douglas, did not attend the hearing. No one from the general public was present at the public hearing, to observe or speak.

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. Proposed Property Use and Development Agreement;

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
APPLICATION TO CHANGE A 4-ACRE SITE
LOCATED AT 2880 KINGSGATE WAY FROM C-LB
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL - 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

2. Commercial zoning regulations – RMC Chapter 23.22;
3. Affidavit of publication and public hearing notices;
4. Site photos; and
5. Application for Rezone, including justification statement, signed by Mr. Douglas, dated January 16, 2017.

No one submitted any written comments regarding the pending rezone application.

The Examiner visited the road network and vicinity of the proposed rezone on the day of the public hearing, and is fully advised on matters at issue herein, including without limitation adjacent developments and land uses, applicable law, application materials, and relevant comprehensive plan provisions.

V. FINDINGS OF FACT.

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

Application, Public Notice, and Review

1. On or about January 16, 2017, John Douglas, the current owner of the subject-property, submitted an application seeking to rezone a 4-acre portion of a larger tax parcel (Parcel No. 1-2808000007000) in the City of Richland, Benton County, Washington, from one Commercial zoning designation to another – specifically from C-LB (Commercial Limited Business) to C-3 (General Business). (*Exhibit 5, application form*). The proposed rezone would apply to the north 218-feet of the parent tax parcel, which is located at 2880 Kingsgate Way.

2. The application includes the following notation as “Justification” for the requested rezone: “*We are going to build a stand alone mini storage unit complex. It will lease to public.*” (*Ex. 5*).

3. Following receipt, City staff complied with all applicable public notice requirements for the rezone application and the public hearing held for the matter. (*Staff Report, Page 8, and Exhibit 3, copies of various public notices published and mailed*).

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
APPLICATION TO CHANGE A 4-ACRE SITE
LOCATED AT 2880 KINGS GATE WAY FROM C-LB
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100

GARY N. MCLEAN
HEARING EXAMINER FOR THE CITY OF RICHLAND
CITY HALL – 505 SWIFT BOULEVARD
RICHLAND, WASHINGTON 99352

1 4. Because staff deemed the application to be consistent with the City's
2 Comprehensive Plan, which already designates the rezone site as suitable for Commercial
3 land uses, and the City's plan was analyzed in an environmental impact statement at the
time of its adoption, the pending application is categorically exempt from SEPA review as
provided in WAC 197-11-800(6)(c). *Staff Report, page 9.*

4 5. Although notices were duly published, posted and mailed as required by law, no one
5 provided any written comments regarding the pending application. Mr. O'Neill fielded two
6 telephone inquiries regarding the application, but no one asked for any comments to be
included as part of the Record. *Staff Report, page 8; Testimony of Mr. O'Neill.*

7 ***Site location, previous rezone for the same property, transportation concurrency.***

8 6. The rezone site is currently vacant, undeveloped land fronting SR 240 to the south,
9 and connecting with Kingsgate Way at a point about 1,200 feet to the southeast. Access
10 will only come from Kingsgate Way, as the state will not permit access onto SR 240, a state
11 highway. The access road is not yet fully developed, as it now only serves the
12 temporary/irregular visitors using the Hanford Legacy Park (Richland Babe Ruth
13 Complex), ball fields that are located to the northwest of the rezone site. The rezone site is
14 the northerly 218 feet of a larger "parent parcel", which is the same property that was the
subject of another rezone hearing and recommendation from the same Hearing Examiner in
July of 2015, pursued by a previous owner, Coastal Community Bank, under File No.
Z2015-105. The Examiner takes official notice of proceedings in the previous rezone
application for the site.

15 7. In 2015, Coastal Community Bank requested and eventually received approval to
16 rezone the entire parcel at issue from C-3 to C-LB, the opposite of what is now requested
17 by the current owner, Mr. Douglas. The previous rezone applicant justified its request as a
means "to develop the property for multi-family housing."²

18 8. The Richland City Council approved the previous rezone for the property through
19 passage of Ordinance No. 45-15 on August 18, 2015.

20 9. Benton County Assessor online records confirm a busy sequence of ownership
21 changes for the tax parcel at issue over the last few years. Since 2011, the online
22 "Transfer" report provided for the tax parcel at issue lists the owners of record as follows:
1/31/2011, Benton County Sheriff; 9/29/2015, Coastal Community Bank; 10/9/2015,
Transfer from City of Richland to John H. and Heather N. Douglas.

23 ² *See Examiner's Recommendation for File No. Z2015-105, dated July 17, 2015, at page 4.*

24 **FINDINGS OF FACT, CONCLUSIONS AND**
25 **RECOMMENDATION RE: DOUGLAS REZONE**
26 **APPLICATION TO CHANGE A 4-ACRE SITE**
LOCATED AT 2880 KINGSGATE WAY FROM C-3
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100

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CITY HALL - 505 SWIFT BOULEVARD
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1 10. While no one has submitted any land use applications that would be required for any
2 construction on the site, the Staff Report (on page 9) and Mr. O'Neill's testimony
3 established that the applicant, Mr. Douglas, has expressed his intent to build residential
4 dwelling units on the remainder of the same tax parcel that is not the subject of this rezone
5 request.

6 11. To minimize potential conflicts between any residential uses that are envisioned on
7 the property next door to the rezone site, where Mr. Douglas intends to build a mini-storage
8 facility, Staff recommends approval of a Property Use and Development Agreement that
9 will apply to the rezoned portion of the property. (*Ex. 1*). The proposed Agreement would
10 mandate compliance with appropriate setbacks, building height and landscaping
11 requirements that are generally applicable to C-3 commercial developments that are
12 adjacent to residential dwelling units. The City's reviewing staff is to be commended for
13 recommending conditions that would reduce potential dust and noise problems in the area,
14 which can be minimized through appropriate landscaping buffers, and the use of hard-
15 surfaced (i.e. not gravel) on-site driving surfaces within any future development on the site.

16 12. The rezone is not likely to have any material impact on capacity for the existing
17 local street system serving the property. Future building permits are likely to include
18 frontage improvement requirements to upgrade the access road to standard city street
19 standards.

20 *Summary of Public Hearing.*

21 13. At the public hearing, Mr. O'Neill made a brief presentation regarding the
22 application, the site, and his recommendation of approval, as explained in the Staff Report.
23 He noted that the applicant had full notice of the public hearing and received a copy of the
24 Staff Report, but Mr. Douglas never communicated to explain why he was not present. A
25 rezone application is not a simple matter that should be taken lightly. The applicant bears
26 the burden of proof to demonstrate that his/her proposal merits approval. In some
jurisdictions, an applicant's failure to appear at a public hearing is grounds for denial of the
requested action.

14. Because the applicant did not appear at the hearing, the Examiner relies upon Mr.
O'Neill's recommendation of approval, supported by his un rebutted testimony and the
Record, and concludes that the applicant failed to raise any objection to the factual
statements and proposed conditions reflected in the Staff Report.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
APPLICATION TO CHANGE A 4-ACRE SITE
LOCATED AT 2880 KINGSGATE WAY FROM C-LB
(COMMERCIAL LIMITED BUSINESS) TO C-3
(GENERAL BUSINESS) FILE NO. Z2017-100

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RICHLAND, WASHINGTON 99352

Public services and utilities are adequate and readily available to serve the site.

15. As part of the review process, City staff confirms that adequate utilities, including without limitation water, power, and sewer, are in place and/or readily available to serve the portion of the parcel that is at issue in this matter. *Staff Report, page 8 and 10.*

Surrounding uses and zones.

16. The entire parcel is currently zoned C-LB, and the remainder of the parcel that is not the subject of the pending rezone request would continue to be zoned C-LB. Most properties along Kingsgate Way from the intersection with SR-240 to the north are zoned C-3. As noted above, the ball field facility is adjacent to the rezone site to the northwest, and such land is now zoned I-M. A triangular parcel to the west of the rezone site, which also fronts SR-240, is already zoned C-3. The Horn Rapids Community of single-family homes under various residential zoning designations and PUD approvals, is located to the south of the rezone site, across the busy SR-240 highway.

Relevant distinctions between zones.

17. The applicant's proposed use of the rezone-property, a mini-storage facility, is a permitted use under the C-3 zone. *Staff Report, page 5; RMC 23.22.010(D), purpose of C-3 zone expressly lists 'storage'.* Residential uses are not permitted on C-3 zoned properties. The existing C-LB zone permits multi-family residential development. The current C-LB zoning would allow the 4-acre site to be developed with up to 116 multi-family residential units or with a variety of general office uses. *Staff Report, page 5.* After the proposed rezone, the remaining 14.7 acres on the same tax parcel would still be zoned C-LB, which could be developed with numerous multi-family residences. Based on this possibility, which the applicant apparently acknowledges to be in his future plans, Staff has recommended adoption of a binding Property Use and Development Agreement to minimize conflicts between future residences and the proposed mini-storage or similar commercial use on the rezone site.

Consistency with City Codes and Comprehensive Plan.

18. As explained elsewhere in this Recommendation, the rezone site is already designated as "Commercial" in the City's Comprehensive Plan. Therefore, the rezone application is consistent with existing city codes, particularly RMC 23.22.010(D), which notes that the requested C-3 zoning classification is intended to be applied to some portions of the city that are designated commercial under the city's comprehensive plan. A

FINDINGS OF FACT, CONCLUSIONS AND
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substantially similar passage also appears in RMC 23.22.010(A), detailing the purpose of the existing C-LB zone.

19. Based on the record, particularly the various Commercial zoning classification options that are available for properties in the area of the rezone, the Examiner finds and concludes that the requested rezone from C-LB back to C-3 (as it was before 2015) is not different from or inconsistent with existing land uses located on or zoning designations assigned to surrounding properties in the area.

20. Standing alone, the requested rezone conforms to the Comprehensive Plan, because the plan already identifies the property as suitable for Commercial uses. The City's zoning code includes eight different zoning classifications available for portions of the City that are designated as suitable for Commercial uses in the City's Comprehensive Plan. *See RMC 23.22.020(A)-(H)*. The pending rezone would simply change the zoning classification from one type of Commercial zoning to another, permitting construction of the proposed mini-storage facility.

General findings.

21. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. It allows for development of a commercial facility (mini-storage) that will offer services to the public, in an area surrounded by homeowners, an RV park, small businesses, and other potential customers for such facility.

22. The requested rezone is appropriate in the context of adjacent properties. In fact, the entire parcel was all zoned C-3 before 2015.

23. The Development Services Division Staff Report, prepared by Mr. O'Neill, 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.

24. 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.

FINDINGS OF FACT, CONCLUSIONS AND
RECOMMENDATION RE: DOUGLAS REZONE
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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 page 7.*

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 facility (mini-storage) that the applicant envisions for the rezone site. Subject to compliance with development conditions proposed by Mr. O'Neill in the Staff Report, the rezoned property can provide for an appropriate level commercial service(s) 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. 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.

6. 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 rezone for the site.

7. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.

8. Approval of this rezone will not and does not constitute, nor does it imply any

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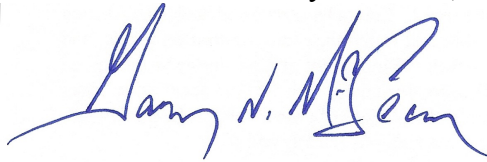
1 expectation of, approval of any permit or subsequent reviews that may be required for
2 development or other regulated activities on the site of the subject rezone.

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

5 **VII. RECOMMENDATION.**

6 Based upon the preceding Findings and Conclusions, the Hearing Examiner
7 recommends that the John Douglas application (File No. Z2017-100) to rezone a vacant 4-
8 acre site located at 2880 Kingsgate Way from C-LB (Commercial Limited Business) to C-3
9 (General Business), should be **APPROVED**, subject to the terms and conditions set forth in
10 the proposed Property Use and Development Agreement included in the Record as *Exhibit*
11 *I*.

12 ISSUED this 10th Day of March, 2017

13 

14 _____
15 Gary N. McLean
16 Hearing Examiner

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23
24 **FINDINGS OF FACT, CONCLUSIONS AND**
25 **RECOMMENDATION RE: DOUGLAS REZONE**
26 **APPLICATION TO CHANGE A 4-ACRE SITE**
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**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE HEARING EXAMINER**

GENERAL INFORMATION:

PROPOSAL NAME: Douglas Rezone

LOCATION: North side of SR-240 approximately 1,200 feet north of Kingsgate Way

APPLICANT: John Douglas

FILE NO.: Z2017-100

DESCRIPTION: Request to change zoning on 4 acres from C-LB (Commercial Limited Business) to C-3 (General Business)

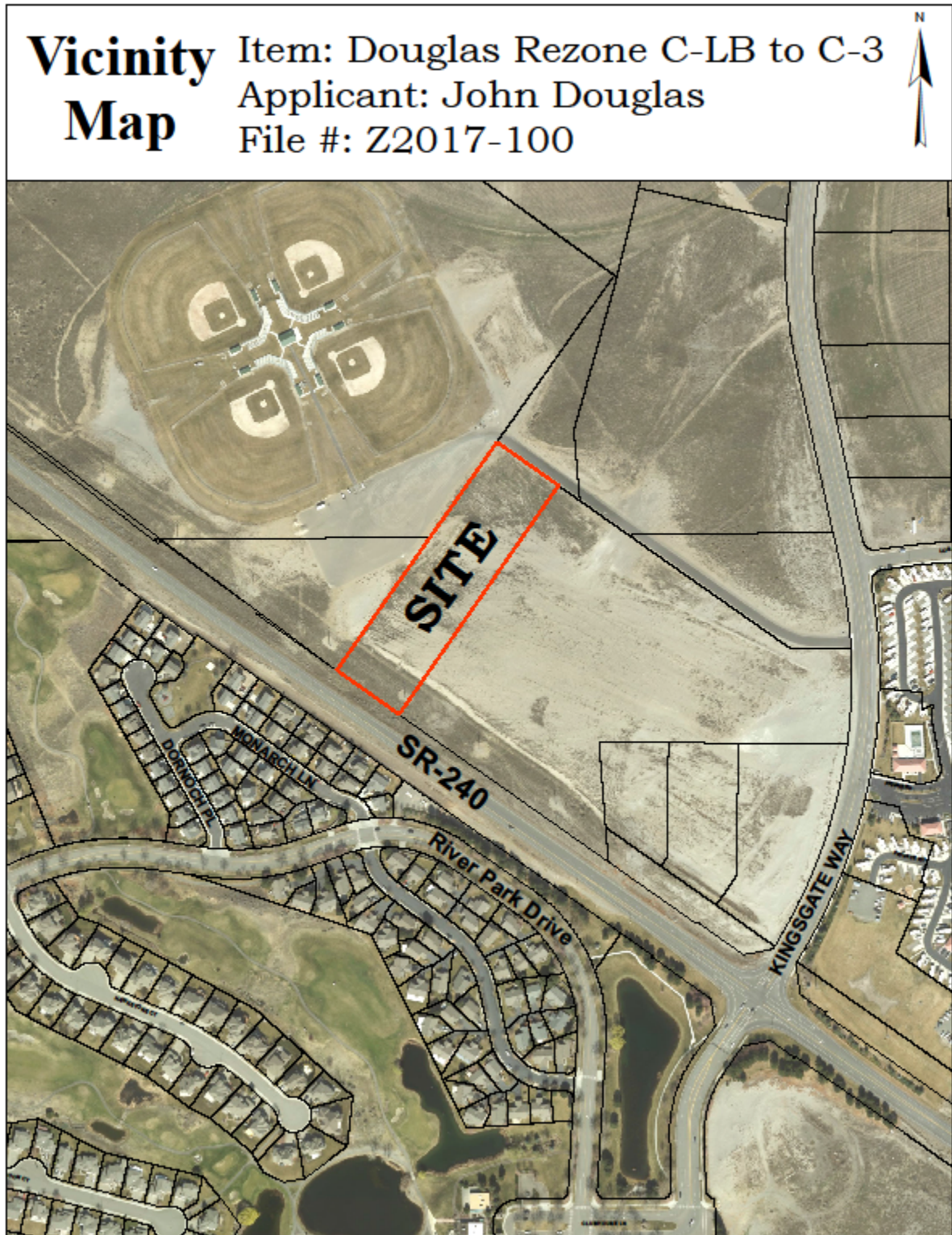
PROJECT TYPE: Type 3 Site-specific rezone

HEARING DATE: February 26, 2017

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval, subject to provisions of a property use and development agreement

Figure 1 - Vicinity Map



DESCRIPTION OF PROPOSAL

John Douglas, has filed a rezone request to change the zoning classification of a 4 acre site from C-LB (Commercial-Limited Business) to C-3 (General Business) with the intent of commercial site development. Mr. Douglas has indicated specific intent to develop the site with a mini-storage facility available for general use by the public at large.

SITE DESCRIPTION & ADJACENT LAND USES

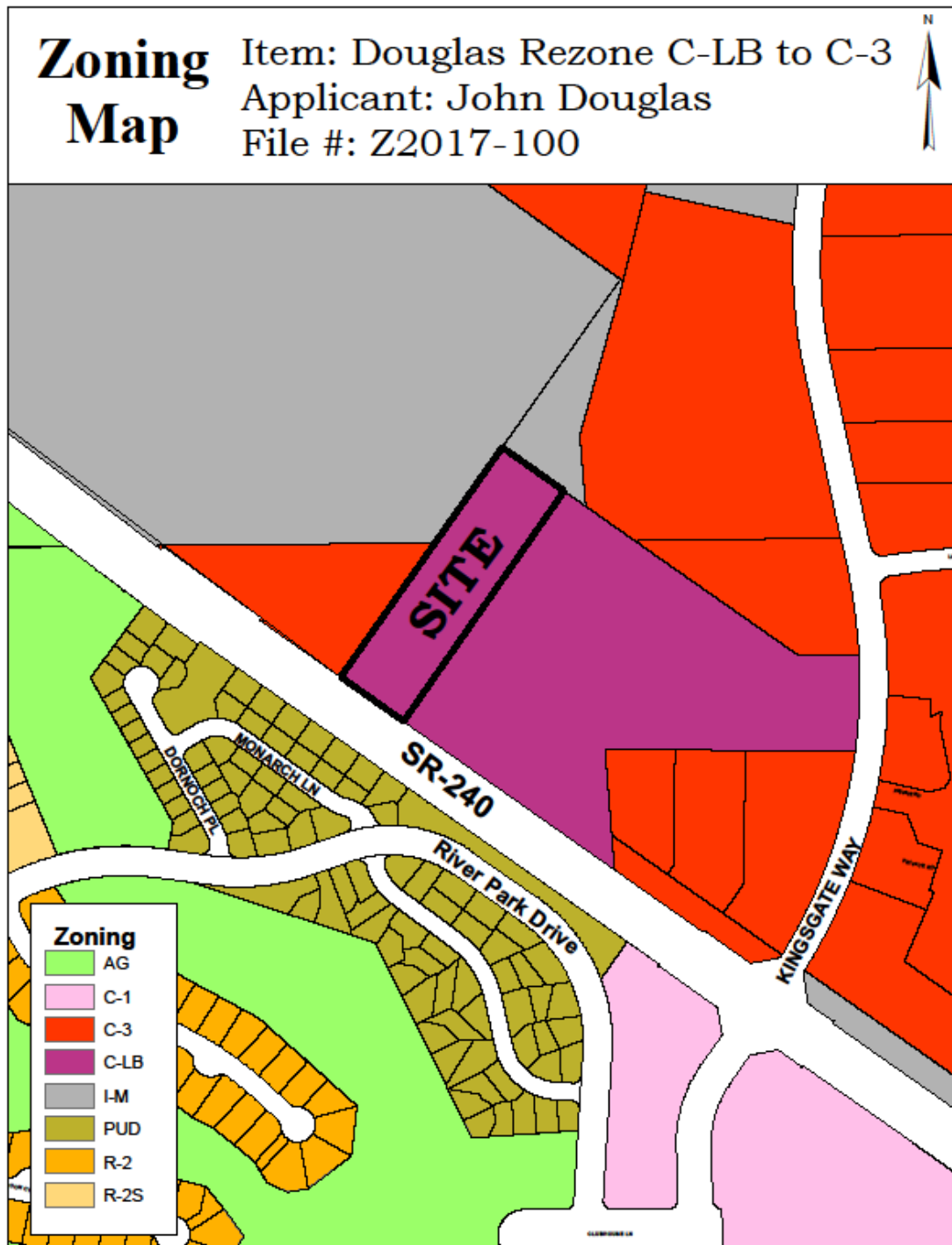
This 4-acre vacant site fronts SR-240 approximately 1,200 feet north of Kingsgate Way. In terms of topography, site can be characterized as flat or gently rolling. Approximately 120' inside the front property line, there is a bluff which rises up sharply for an approximate vertical height of six-feet. Beyond the bluff the site maintains a relatively consistent elevation.

With the exception of municipal electrical power transmission lines and poles running parallel to SR-240, the site is vacant of buildings or structures of any kind. Based on the vegetation patterns observed by staff, it appears that the site has previously been cleared. The site lacks big sagebrush (*Artemisia tridentata*), the keystone plant species which dominates the natural landscape on surrounding undisturbed land. The site was cleared of its natural vegetation several years ago in preparation for development that never occurred.

SURROUNDING LAND USES:

North –	Hanford Legacy Park Baseball Fields
East –	Vacant
South –	Single-Family Residences
West –	Highway SR-240 & Single-Family Residences

Figure 1 - Zoning Map



CURRENT ZONING:

The current C-LB zoning assignment would allow the site to be developed with up to 116 multi-family residential dwelling units or with a variety of office uses, generally. The Commercial Limited Business (C-LB) zone is designed to provide land for professional and business offices, motels/hotels and their accessory uses serving as an administrative district and acting as a buffer between residential areas and commercial and industrial districts.

With residential development existing to the south and industrially zoned land to the north the site could serve as the type of buffer described above. The C-LB zone however, is often used for high-density residential development which planners also often use to buffer between low-density residential areas and more intense commercial and industrial activities.

SURROUNDING ZONING DISTRICTS:

North –	C-3 (General Business) & I-M (Medium Industrial)
East –	Commercial-Limited Business
South –	PUD
West –	PUD

PROPOSED ZONING

The applicant proposes to convert the zoning to General Business (C-3) to allow a mini-storage/self-storage facility to be built on-site. According to Section 23.22.010(D) of the Richland Municipal Code (Exhibit 2) the purpose of the C-3 district is as follows:

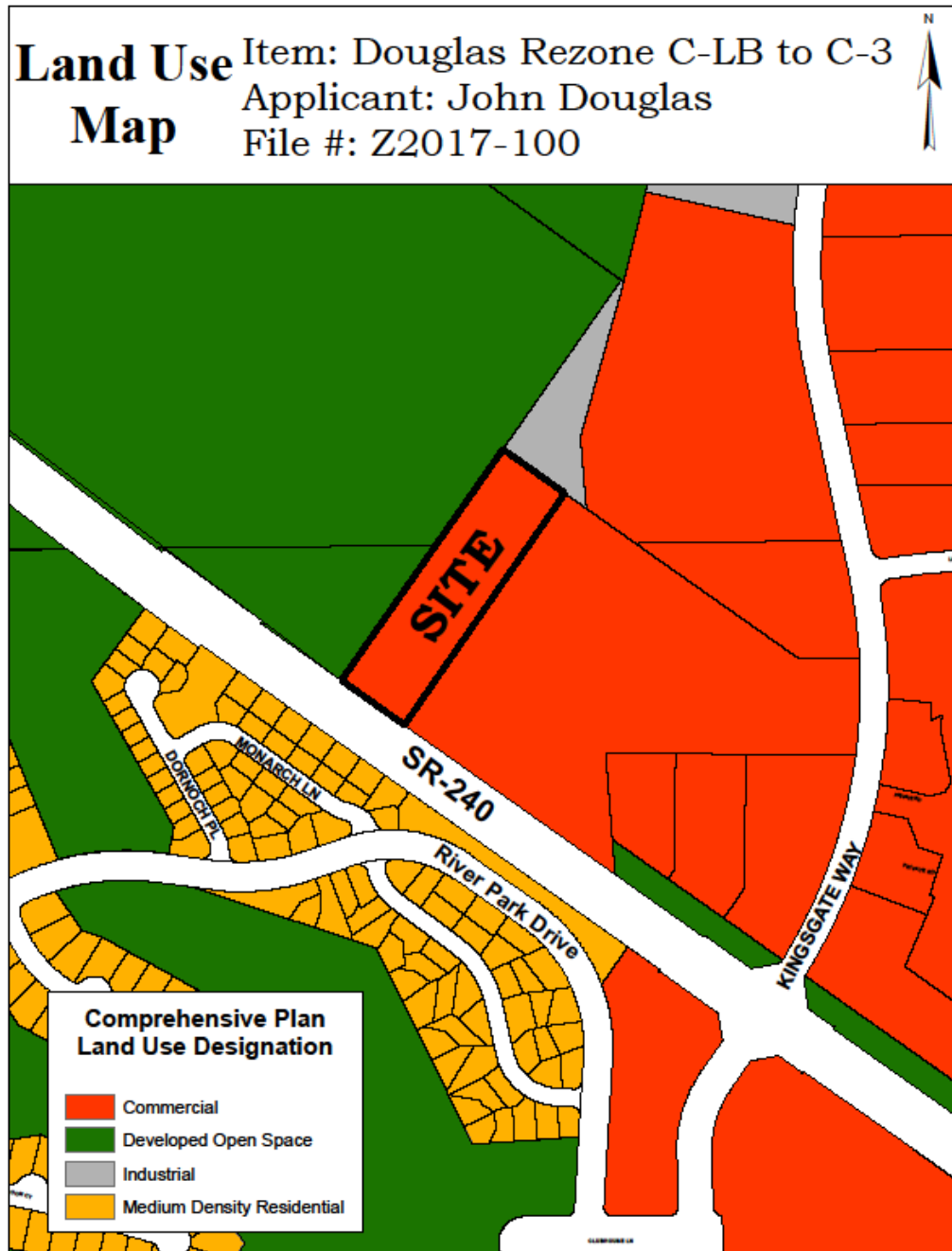
The general business use district (C-3) is a zone classification providing a use district for commercial establishments which require a retail contact with the public together with incidental shop work, storage and warehousing, or light manufacturing and extensive outdoor storage and display, and those 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.

Allowed uses within the C-3 district include many, if not all, automotive related business types, light industrial and manufacturing businesses and all listed retail uses. Residential development of any kind is not permitted on C-3 zoned lands.

Performance standards and special requirements of the C-3 district [RMC 23.22.020(G)], include measures aimed at reducing nuisance conditions such as noise, dust and fumes experienced by adjacent land uses. Considering the balance of the parcel will remain C-LB, which permits multi-family residential development, staff proposes a property use and development agreement (Exhibit 1) limiting the permitted uses on-site to mini-storage and general retail uses while

also requiring all driving surfaces to be paved to reduce dust to the greatest extent possible. Additionally, a six foot high fence with a 10 foot wide landscaping strip is required along the adjoining property line to the southeast to provide a visual screen between the on-site commercial business activity and prospective adjacent residential housing.

Figure 2 – Comprehensive Plan Map



COMPREHENSIVE PLAN

The City's comprehensive plan designates the site as suitable for commercial land uses. This land use designation provides for a variety of heavy commercial and allows for some light industrial and manufacturing business types. As indicated in the "Proposed Zoning" section above, the C-3 district may be applied to commercially designated portions of the city under the city of Richland Comprehensive Plan. Below is a list of applicable goals and policies from the Comprehensive Plan.

COMMERCIAL/OFFICE GOALS & POLICIES

Land use goal #1 states: The City will establish land uses that encourage cost-effective development.

Policy 1 – The City will encourage new development consisting of a variety of land uses adjacent to existing development, which will take advantage of the existing infrastructure.

Land use goal #3 states: The City will promote commercial growth and revitalization that serves residents and strengthens and expands the tax base.

Pertinent policies within this goal are as follows:

Policy 1 – The City will accommodate all types of commercial land uses including retail and wholesale and services, and professional services.

Policy 2 – The City will create new land use and zoning designations to facilitate both new development and redevelopment where required to implement the City's goals.

Land use goal # 7 states: The City will address unique land use situations in the urban area with policies specific to those situations.

Policy 9 – Properties fronting onto arterial roadways may have the potential for transition to other uses. The City will consider such transitions only... to facilitate infill development.

- a. The City will adopt a commercial/residential transitional zoning district to be applied in areas of existing residential development where adjoining arterial streets no longer encourage a single-family environment. This transitional zoning district should preserve the visual character and appearance of the residential district while allowing for limited commercial uses that minimize adverse impacts upon the adjoining residential districts.

PUBLIC NOTICE

Application Date:	January 16, 2017
Notice of Application & Hearing Mailed:	February 1, 2017
Notice of Application & Hearing Published:	February 12 & 19, 2017
Notice of Application & Hearing Posted:	January 31, 2017
Public Hearing:	February 23, 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 3. As of the date of this report, City staff has received two project inquiries via phone but no comments were made for the record.

UTILITY AVAILABILITY

Sewer service stubs to the east property line from an 8-inch main located in Kingsgate Way. The sewer stub will require extension leading to the subject project site located in the northwesterly portion of the parcel. The site benefits from a, 8-inch water main extending from a point in Kingsgate Way along the entire north boundary of the parcel. Said water main currently serves the baseball fields in Hanford Legacy Park and is sufficiently sized to serve the low demand of a mini-storage facility.

Underground electrical service lines run along the Kingsgate Way parcel frontage. Aboveground municipal electrical transmission lines traverse the site parallel to SR-240 but would not directly serve on-site development. All of the utility services necessary for site development are currently in place and are of adequate capacity to serve future site development.

TRANSPORTATION

State Route 240 (SR-240) is a partially-controlled limited access State Highway facility with a posted speed limit of 55 miles per hour. WSDOT has all access rights to the highway. Private direct access to SR-240 is prohibited.

Access to the project site will come from Kingsgate Way approximately 950-feet north of SR-240 where there is a paved access road leading to Hanford Legacy Park. Considering this existing access point traveling along the north property line of the site, it is likely that the site will be accessed via widening said access driveway.

SEPA

Pursuant to WAC 197-11-800(6) (c) the rezone application qualifies as a categorically exempt action by meeting the requisite circumstances; they are as follows:

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 'site' in this application is the north 218 feet of a larger parent parcel. This application is being proposed in light of a broader parcel-wide development proposal applicable to the remainder of the parcel lying southeast of the 'site'. Said development involves the construction of a multi-family residential housing complex, the details of which have yet to be presented to the city. In consideration of the applicants' stated intent to construct dwelling units adjacent to the subject rezone site, staff feels it may be appropriate to regulate use and aspects of development in the event a transition to C-3 zoning is granted.

To help address potential land use conflicts that could arise from the establishment of certain land uses permitted in the C-3 zone adjacent to residential dwelling units, staff has prepared a property use and development agreement (Exhibit 1) restricting most C-3 land uses and requiring certain site development conditions.

Both the C-LB and C-3 zones conform to the commercial land use designation under the Comprehensive Plan. Converting the zoning to C-3 remains in conformance with goals and policies of the Plan.

City water and sewer mains are located in close proximity to the subject site and could be extended to serve a new commercial use.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2015-102) and recommends approval of the request subject to the property use and development agreement; based on the following:

1. The subject site is the north 218-feet of Benton County tax parcel # 1-28082000007000;
2. The subject of planning master file # Z2017-100 is a request to convert city zoning on the north 218-feet of parcel # 1-28082000007000 from Commercial Limited Business (C-LB) to General Business (C-3);
3. The City of Richland Comprehensive Plan designates the subject site as suitable for commercial uses;
4. In Richland's Zoning Code the purpose statement for the General Business district (C-3) states that the zone may be applied to portions of the city designated for commercial uses under the Comprehensive Plan;
5. Development of the site with certain commercial uses is consistent with the intent of the Comprehensive Plan;
6. Richland's Zoning Code contains site development regulations related to setbacks, building height and landscaping applicable to commercial development in the C-3 zone when adjacent to residences;
7. Rezone approval is conditioned upon the applicant entering into a development agreement with conditions addressing site development requirements and restrictions; and allowable uses of the site;
8. The site is immediately adjacent to State Highway SR-240;
9. Aboveground municipal electrical transmission lines exist on-site. The power lines parallel SR-240 50-feet interior to the parcel.
10. City water and sewer mains are in close proximity to the site and could be extended to serve the commercial development of the site;
11. The project is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6)(c).
12. 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. Property use and development agreement
2. Commercial zoning regulations– Chapter 23.22
3. Affidavit of publication and public hearing notices
4. Site Photos
5. Zone Change Application

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017, by and between the CITY OF RICHLAND and John H. Douglas (Petitioner).

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

WHEREAS, the City of Richland is currently entertaining an application by John H. Douglas, (hereinafter "Petitioner") for a change of zone covering a 4 acre site being a portion of Benton County Tax Parcel # 1-8082000007000 located at 2880 Kingsgate Way (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 to C-3 – General Business. Petitioner for himself and for and on behalf of his heirs, successors and assigns, covenants and agrees as follows:

- 1) Prior to development of the subject property the petitioner shall submit to the City of Richland Planning Department for review, a site landscaping plan. Said landscaping plan shall be approved by City Planning staff prior to issuance of a building permit for new construction on the property. Said plan shall consist of the following elements:
 - A. An irrigated landscape strip, 10 feet in width along the SR-240 frontage. The intent of landscaping in this area is to comply with the provisions of RMC 23.54.140 regarding landscaping of parking areas;
 - B. A minimum 10 foot wide, irrigated landscape strip shall be provided along the southeastern side of the site together with a six foot block wall or fence. Said wall or fence shall be installed along the southeast border of the site with landscaping installed outside of the wall or fence. The intent of landscaping within this area is to provide screening for the adjacent future development on the parcel;
- 2) All on-site driving surfaces shall be hard-surfaced with either asphalt or concrete.
- 3) To assure that probable, specific, identifiable impacts on nearby properties will be adequately mitigated, uses permitted in the C-3 (General Business) zone are restricted to mini-warehouses as defined by RMC 23.06.655. Performance standards and special requirements of the C-3 zone as set forth in RMC 23.22.020(C) remain in effect.
- 4) Other permitted commercial uses of the site include those land uses listed as permitted in the C-2 (Retail Business) zone (RMC23.22.030); subject to all performance standards and special requirements applicable to permitted uses in the C-2 zone.
- 5) Pursuant to RMC 23.42.170 use of the site for mini-warehouses is subject to the following requirements:

- A. Any outdoor storage shall be conducted entirely within storage yards separate from buildings. Such storage yards shall conform to the standards set forth in RMC 23.42.180.
 - B. Lighting used to illuminate any interior traffic aisle, off-street parking area, loading or unloading area, or storage area, shall be shielded or so arranged as to reflect light away from adjoining premises.
 - C. Mini-warehouses shall be designed, landscaped, screened, or otherwise treated in a manner that will be aesthetically pleasing and compatible with surrounding uses.
 - D. Traffic aisles shall be of sufficient width so as to allow for loading and unloading, maneuvering and circulation of vehicles, and shall in no case be less than 20 feet in width.
 - E. Use of mini-warehouse compartments or yards for any purpose other than the storage of goods is prohibited.
- 6) Dumpster locations, refuse areas and mechanical equipment shall be located and/or screened from view of adjacent properties; including on-site residential development.

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

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

John H. Douglas
Petitioner

APPROVED AS TO FORM:

Heather Kintzley
City Attorney

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			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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			
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				

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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	
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			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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
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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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
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	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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		
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	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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
Furniture, Home Furnishings and Appliance Stores		P	P	P	P			

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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			
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.

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

Standard	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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

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.

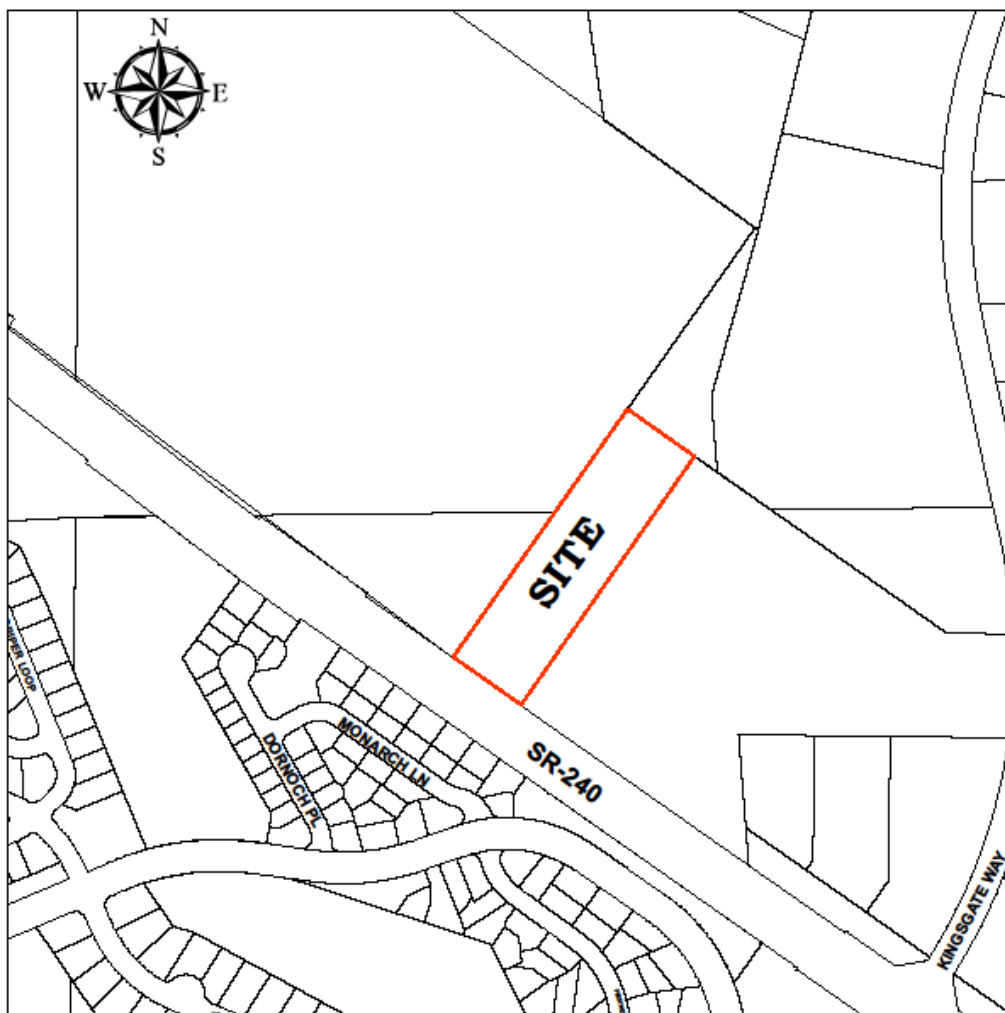
2. Any parking lot that has frontage on a public street or accessway shall be screened with a combination of trees planted at no less than 30 feet on center and shrubs planted to form a uniform hedge within five years. A masonry wall not lower than 18 inches and not higher than 36 inches may be substituted 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.

**CITY OF RICHLAND
NOTICE OF APPLICATION & PUBLIC HEARING**

Notice is hereby given that John Douglas has submitted an application to rezone a 4 acre site located on the north side of SR-240, lying approximately 1,200 feet northwest of the intersection of SR-240 and Kingsgate Way, from C-LB (Commercial Limited Business) to C-3 (General Business).

A public hearing on the proposed rezone will be held before the Hearing Examiner on Thursday, **February 23, 2017** at 6:00 pm in the Council Chambers, 505 Swift Blvd., Richland WA 99352.

Any person desiring more information, to express their views or to be notified of any decisions pertaining to these applications or the DNS should notify Shane O'Neill, Senior Planner, 840 Northgate Drive, P.O. Box 190, Richland, WA 99352. Ph. 509-942-7587, soneill@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 31st day of January, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number Z2017-100 on the property at:

PIN # 1-28082000007000

[Handwritten Signature of Shane O'Neill]

Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 3rd day of February, 2017 by SHANE O'NEILL.

[Handwritten Signature of October L. Follett]

Signature of Notary

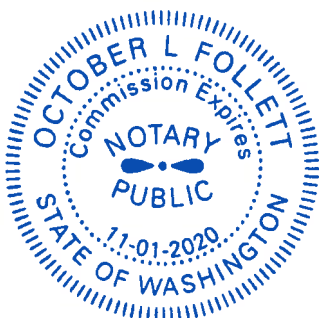
[Handwritten Name: October L. Follett]

Printed Name

Notary Public in and for the State of Washington,

Residing in West Richland

My appointment expires: 11-1-20



AFFIDAVIT OF MAILING

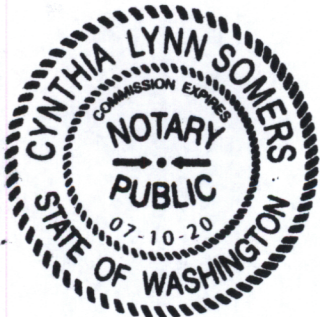
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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 1st day of February, 2017, I mailed a copy of the attached NOTICE APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS or E-mail on the date indicated above. The Notice of Rezone is related to a four acre site located on the north side of SR-240, lying approximately 1,200 feet northwest of the intersection of SR-240 and Kingsgate Way, from C-LB (Commercial Limited Business) to C-3 (General Business).

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 1 day of February, 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
Cynthia Lynn Somers
Signed

Looking North



Looking East



Looking South



Looking West





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>John A. Douglas</u>			
Address: <u>12111 Hill Crest Dr</u>			
City: <u>Pasco</u>	State: <u>WA</u>	Zip: <u>99301</u>	
Phone: <u>509-521-2607</u>	Fax:	Other and/or e-mail address: <u>John.douglas@DouglasFruit.com</u>	
Please check under what capacity you are filing:			
☒ Recorded owner of the property as of		☐ 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>Southwest quarter of Section 21 and Northwest Quarter of Section 28, Township 10 North</u>			
Relationship to adjacent streets (i.e., west of Main Street between 1 st Avenue and 2 nd Avenue): <u>Range 28 East W. m</u>			
General description of development status (i.e., vacant, agricultural, buildings, or miscellaneous improvement): <u>Vacant</u>			
Size of petition area <u>4</u> acres and		<u>174240</u> square feet	
SECTION III – CHANGE OF ZONE REQUEST			
A change of zone from <u>CL-B</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>We are going to</u>			
<u>build a stand alone mini storage unit complex. It</u>			
<u>will lease to public.</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 16 DAY OF January, 2017.


Applicant's Signature

Applicant's Signature

12111 Hill Crest Dr
Address

Address

Pasco WA 99301

City, State, Zip

City, State, Zip

509-521-2607

Phone

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness, Key 2 - Infrastructure & Facilities, Key 3 - Economic Vitality, Key 4 - Targeted Investments, Key 6 - Community Amenities

Subject:

Ordinance No. 12-17, Amending the 2017 Budget for the General Fund and the Capital Improvement Plan to Provide Additional Appropriations for the Swift Corridor: City Hall Project

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

12-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 12-17, amending the 2017 Budget for the General Fund and the Capital Improvement Plan to provide additional appropriations for the Swift Corridor: City Hall Project.

Summary:

The City is under contract with Leone and Keeble (LKI) to design and build the Swift Corridor: City Hall project. Phase one of the agreement is complete and includes a "target budget" and scope of work. Phase two of their agreement will result in a detailed "guaranteed maximum price" for the project, and phase three will build the facility.

The existing Capital Improvement Plan (CIP) contemplated a design-build delivery method and included a concept budget for the project based on a pre-design study. The phase one LKI work has developed a more refined budget, and tonight's action is an effort to align the project agreement with the CIP.

Summary of proposed amendments to the CIP: 1. Add language to the CIP narrative allowing an "interest-only" period of debt repayment during construction (similar to a construction loan); 2. Add revenue from other sources that are better aligned for certain project elements including: Industrial Development Fund for demolition of the existing City Hall and preparation of the site for economic development opportunities; Broadband Utility for expenses related to relocating commercially leased broadband equipment from City Hall to the Library server room; General Fund for technology enhancements in Council Chambers and other conference rooms.

Accuracy in cost estimating is related to the percent of completed project design. At this stage of project planning (phase on validation), the progression of the budget is commensurate with the level of cost estimating and is within staff expectations. No additional revenue correction is expected for the project.

Approval of the action will not impact the capital needed for the planned municipal bond sale this June, nor the City's debt repayment expectations. The amendment principally attempts to align certain project expenses with the most appropriate revenue sources.

A public hearing and first reading of Ordinance No. 12-17 was held on April 4, 2017.

Fiscal Impact:

Appropriation of additional revenue of \$308,000 from the Industrial Development Fund, \$225,000 from General Fund Reserves, and \$176,000 from the Broadband Utility received as a transfer from the General Fund Reserve. The sources are in better alignment with project elements.

Attachments:

1. Ordinance No. 12-17
2. Revised Capital Improvement Plan Project Sheet

ORDINANCE NO. 12-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's General Fund, Industrial Development Fund, Broadband Fund, and General Government Construction Fund and amending the 2017 Capital Improvement Plan.

WHEREAS, on November 15, 2016, the Richland City Council passed Ordinance No. 60-16 approving the 2017 Budget and Capital Improvement Plan (CIP); and

WHEREAS, on September 20, 2016, City Council approved Resolution No. 190-16 authorizing a design build contract to complete the Swift Corridor: City Hall capital improvement project; and

WHEREAS, phase one of the contract is a validation period for the project; and

WHEREAS, the validation period is now complete and financing terms have been refined and included in the revised CIP and additional and more appropriate revenue sources are identified to address certain elements of the project; and

WHEREAS, additional Industrial Development Fund resources (\$308,000) for the demolition of the existing City Hall and preparation of the site for economic development has been identified in the revised CIP and is appropriate because the fund will receive the economic development benefits; and

WHEREAS, additional General Fund Reserve resources (\$225,000) for security and technology improvements in the City Council Chambers and in certain conference rooms is identified in the revised CIP and is appropriate because the original scope of work only contemplated replacing existing technology. Existing technology has been determined by subject matter experts to be insufficient for future business need; and

WHEREAS, additional resources from the Broadband Utility Fund (\$176,000) for relocating retail broadband equipment from the existing City Hall is identified in the revised CIP and is appropriate because the retail equipment was not contemplated in the original scope of work and is an expense of the utility. The City's Broadband Utility Fund has insufficient capacity for the expense and will accept a transfer from the General Fund Reserve.

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 4, 2017, regarding the increase in appropriations from beginning fund balance in the City's General Fund, Industrial Development Fund, Broadband Fund, and General Government Construction Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2017 budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the City's General Fund, Industrial Development Fund, Broadband Fund, and General Government Construction Fund.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations in the City's General Fund, Industrial Development Fund, Broadband Fund, and General Government Construction Fund and amending the 2017 Capital Improvement Plan.

General Fund

Current Appropriation:	\$ 56,304,792
Increase in Appropriation:	<u>\$ 401,000</u>
Amended Appropriation:	<u>\$ 56,705,792</u>

Industrial Development Fund

Current Appropriation:	\$ 7,659,503
Increase in Appropriation:	<u>\$ 308,000</u>
Amended Appropriation:	<u>\$ 7,967,503</u>

Broadband Fund

Current Appropriation:	\$ 1,238,958
Increase in Appropriation:	<u>\$ 176,000</u>
Amended Appropriation:	<u>\$ 1,414,958</u>

General Government Construction Fund

Current Appropriation:	\$ 17,373,006
Increase in Appropriation:	<u>\$ 533,000</u>
Amended Appropriation:	<u>\$ 17,906,006</u>

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 23, 2017

Swift Corridor: City Hall Replacement

Type of Project Waterfront		Partnership Project? NO	Waterfront Project? YES	Project # WF140003
Key # 4	Goal # 2	Strategic Leadership Plan Project? Yes		
PROJECT NAME: Swift Corridor: City Hall Replacement				
PROJECT ADMINISTRATION: Parks & Public Facilities				
PROJECT LOCATION: 625 Swift Boulevard				
PROJECT TIMELINE: 06/2011 - 12/2019				
RESPONSE TO *GMA LEVEL OF SERVICE? NO				

PROJECT DESCRIPTION

The Swift Corridor project is a multi-year, long-range economic development and infrastructure investment in the Central Business District. This project phase will replace three aging city buildings (Development Services, Administrative Annex and City Hall) into one approximately 44,000 square foot multistory structure in an effort to increase efficiencies and avoid costly building retrofits for ADA accessibility and other major system upgrades. The facility will be located on 1.8 acres purchased in 2016 on the northern portion of the GSA owned parking lot at the southwest corner of Swift Boulevard and Jadwin Avenue. The existing City Hall site will be cleared for economic development purposes consistent with the City's waterfront vision. Annual debt service estimated at \$893,719 would begin in 2017 and will be funded with savings resulting from the retirement of City Shops debt and from the approved 2016 increase in electric utility occupation tax to 8.5%.

PROJECT ASSUMPTIONS

3.5% interest on a 30 year general obligation bond, with interest only payments during the construction period, repaid from the authorized 2016 increase in electric utility occupation tax to the General Fund and retirement of the City Shops debt funded by REET. Washington state design-build project delivery authority will be utilized. The existing City Hall and Administrative Annex Building will be demolished to create a 1.5 acre site for economic development purposes. A reconfiguration of the GSA parking lot and parking lot management will be necessary. The Development Services Building will be excess to the City's needs.

BENEFITS

Municipal efficiency and better access to local government by combining three facilities into one. Avoidance of costly ADA and major system upgrades to each of the three facilities. Opportunity for economic development at the current location of Richland City Hall.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/15	Authorized Budget Remaining in 2016	2017	2018	2019	2020	2021	2022
PROJECT PLANNING INCL DEBT ISSUANCE	377,203	177,203	200,000						
REMODEL UB AREA&SWIFT/JADWIN SIGNL	104,079	31,528	72,551						
DESIGN BUILD	17,209,000	-	300,000	16,909,000					
LAND ACQUISITION	592,344		592,344						
OTHER ENG. SERVICES	340,430		-	340,430					
	-		-						
	-		-						
TOTAL	\$ 18,623,056	\$ 208,731	\$ 1,164,895	\$ 17,249,430	\$ -	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/15	Authorized Budget Remaining in 2016	2017	2018	2019	2020	2021	2022
GENERAL FUND - FACILITY RESERVES	430,000	205,000		225,000					
LAND SALE (SWIFT & GWW)	111,205	111,205							
INDUSTRIAL DEVELOPMENT FUND	308,000	-		308,000					
LTGO 98 FUND	550,000	550,000							
CAPITAL IMPRVMT FUND (REET 1ST 1/4%)	463,200	250,000		213,200					
LIBRARY CONST FUND (ADDED PARKING)	250,000	250,000							
BOND PROCEEDS	15,000,000			15,000,000					
UTILITY OCCUPATION TAX INCREASES	1,334,651		467,316	360,395	253,470	253,470			
GF TRANS TO BROADBAND UTILITY	176,000			176,000					
TOTAL	\$ 18,623,056	\$ 1,366,205	\$ 467,316	\$ 16,282,595	\$ 253,470	\$ 253,470	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2017	2018	2019	2020	2021	2022-2030
DEBT SERVICE (REET)	5,756,400			213,200	426,400	426,400	426,400	426,400	3,837,600
DEBT SERVICE (UTILITY TAX)	5,675,145			106,925	213,850	213,850	467,320	467,320	4,205,880
	-								
TOTAL	\$ 11,431,545	-	-	\$ 320,125	\$ 640,250	\$ 640,250	\$ 893,720	\$ 893,720	\$ 8,043,480

FOR FINANCE STAFF USE ONLY ALL 2017 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2017	CODING
NON-CAPITAL ITEM	446,860	385-900-0004-594191-4117
CAPITAL ITEM	16,200,000	385-900-0006-594191-6403
TOTAL	\$ 16,646,860	TOTAL MUST EQUAL PROJECT COSTS FOR 2017 ABOVE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 13-17, Increasing 2017 Budget Appropriations to Include the 2016 Budget Carryovers

Department:

Administrative Services

Ordinance/Resolution Number:

13-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 13-17, approving the identified carryovers and new revenues and authorizing staff to make the necessary budget adjustments to appropriate these amounts into the 2017 Budget, in the amount of \$27,148,575 for the various funds listed.

Summary:

All appropriations, in any current operating fund, lapse at the end of each fiscal year. RCW 35.33.151 authorizes the carryover of appropriations to the following year for payment of uncompleted programs or improvements in progress or on orders subsequently filled or claims subsequently billed for goods or services not completed by the fiscal year. The carryover of unexpended appropriations for uncompleted improvements in progress or for goods and services encumbered, but not received, at year end.

Ordinance No. 13-17 amends the 2017 Budget to increase appropriations in the funds listed in the ordinance, for the proposed carryovers. The proposed 2016 budget carryover total of \$27,148,575 includes previously approved capital improvement projects (CIP), grant funded programs and encumbered goods and services not yet received at year end. The carryover ordinance also authorizes the appropriation of certain earned revenues not previously budgeted.

The sources of funds for the 2016 carryovers includes unrealized grants, loans, and contributions of \$11,150,711 and fund balance of \$15,997,864.

On April 4, 2017, a public hearing was held and Council considered first reading of the ordinance. No exceptions were taken. Staff recommends second reading and passage of Ordinance No. 13-17.

Fiscal Impact:

Yes

The total increase in appropriations to the 2017 operating budget is \$27,148,575. This includes the carryover of \$22,685,056 in approved CIP projects, \$1,004,617 in other grant funded programs and \$3,458,902 in encumbered goods and services.

Attachments:

1. Ordinance No. 13-17, 2016 Appropriation Carryovers
2. 2016 Appropriation Carryovers

ORDINANCE NO. 13-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations from the carryover of prior year budget to complete certain uncompleted capital projects and encumbered purchases of goods and services; and certain revenues not previously appropriated.

WHEREAS, on November 15, 2016, Richland City Council approved Ordinance No. 60-16 approving the 2017 Annual Budget, including the 2017-2030 Capital Improvement Plan; and

WHEREAS, it is necessary to carry over unexpended appropriations from the prior fiscal year to the current fiscal year for goods and services which had not yet been received by the end of the year, but were encumbered and committed in the prior year; and for uncompleted improvements in progress, including capital improvement and business license reserve projects, and grant related expenditures at the end of the year; and

WHEREAS, RCW 35.33.151 sanctions the carryover of appropriations to the following year for payment of uncompleted programs or improvements in progress or on orders subsequently filled or claims subsequently billed for goods or services not completed by the end of the fiscal year; and

WHEREAS, this funding appropriation enables the completion of unfinished capital improvement projects and encumbered goods and services not received by year end; and

WHEREAS, this funding authorization will also appropriate certain revenues previously awarded or earned but not appropriated. The appropriations include \$5,189 in the CDBG Fund for unanticipated program income received in 2016, and \$45,520 in the Water Fund for FEMA grant funding awarded on the Yakima River Crossing Pipeline Replacement project; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on April 4, 2017, regarding the increase in appropriations from beginning fund balance and new revenue as listed in the enclosed table.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2017 budget was approved. The increased appropriations contained within this ordinance total \$27,148,575 of which, \$27,097,866 was previously appropriated in the prior fiscal year's final budget and \$50,709 in previously unbudgeted appropriations as explained above. These appropriations are

necessary for completion of approved projects and purchases and are identified by fund in the following section.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the City's Funds described in Section 3 below.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide additional appropriations. The sources of funds contained in this ordinance include unrealized grants, loans and contributions in the amount \$11,150,711 and fund balance in the amount of \$15,997,864. These balances are identified for each fund in the following table:

CHANGES IN APPROPRIATION FROM 2016 CARRYOVERS							
FUND #	FUND NAME	SOURCES OF FUNDS			USES OF FUNDS		
		CARRYOVER REVENUE	CARRYOVER APPROPRIATED FUND BALANCE	TOTAL INCREASE IN SOURCES OF FUNDS	CURRENT APPROVED APPROPRIATIONS	CHANGE IN APPROPRIATIONS	TOTAL AMENDED APPROPRIATIONS
001	General	\$ -	\$ 1,601,984	\$ 1,601,984	\$ 54,702,808	\$ 1,601,984	\$ 56,304,792
101	City Streets	-	7,000	7,000	3,061,814	7,000	3,068,814
112	Industrial Development	-	5,278,869	5,278,869	2,380,634	5,278,869	7,659,503
117	Criminal Justice Sales Tax	-	17,986	17,986	1,773,479	17,986	1,791,465
153	Community Dev. Block Grant	133,151	113,995	247,146	342,000	247,146	589,146
154	HOME	663,105	94,366	757,471	768,330	757,471	1,525,801
226	Special Assessment Debt Service	717,100	-	717,100	61,470	717,100	778,570
301	Streets Capital Construction	7,864,311	424,348	8,288,659	8,549,430	8,288,659	16,838,089
380	Park Project Construction	413,042	1,026,727	1,439,769	1,558,004	1,439,769	2,997,773
385	General Government Const.	-	726,146	726,146	16,646,860	726,146	17,373,006
399	Reata Road LID Const.	717,100	-	717,100	-	717,100	717,100
401	Electric Utility	-	2,066,316	2,066,316	84,857,604	2,066,316	86,923,920
402	Water Utility	45,520	2,487,876	2,533,396	17,146,553	2,533,396	19,679,949
403	Wastewater Utility	-	1,071,249	1,071,249	14,318,913	1,071,249	15,390,162
404	Solid Waste Utility	-	187,243	187,243	8,538,630	187,243	8,725,873
405	Storm Water Utility	-	39,632	39,632	2,005,239	39,632	2,044,871
408	Broadband Utility	597,382	199,927	797,309	441,649	797,309	1,238,958
503	Equipment Replacement	-	654,200	654,200	3,917,002	654,200	4,571,202
	Total	\$ 11,150,711	\$ 15,997,864	\$ 27,148,575	\$ 221,070,419	\$ 27,148,575	\$ 248,218,994

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

PASSED by the City Council of the City of Richland, at a regular meeting on the 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: April 23, 2017

CITY OF RICHLAND

2016 CARRYOVERS - ENCUMBERED, EXPANDED AND SPECIAL PROGRAMS

Expenditure Account	Date	Vendor	Description	P.O. #	Amount
001-102-0004-514710-4117			Risk Management plan development		\$ 1,905
001-130-0032-521220-2201	11/09/16	Galls, LLC	Uniform acquisition/tailoring	P057178	1,114
001-130-0034-521200-4202	11/09/16	Galls, LLC	Shipping charge for uniforms	P057178	49
001-210-0014-514140-4117	12/12/16	Kevin Wesley	HR contract 229-16	P057293	9,700
001-210-0014-514140-4117	12/12/16	Cabot Dow Associates Inc.	HR labor negotiations	P057294	9,700
001-211-0014-514230-4117	06/07/16	Matrix Consulting Group	Cost allocation consulting	S016955	4,774
001-213-0013-518884-3583	08/06/13	Caselle Inc	Caselle software upgrade	P053066	1,225
001-213-0013-518884-3583	03/10/16	Mobileguard, Inc.	Netguard software	P056351	1,130
001-213-0013-518885-3515	10/13/16	Cerium Networks Inc.	Firesight firewall security	P057088	8,811
001-213-0014-518884-4117	10/05/15	Harris Communications	Fixed Asset Conversion ERP	P055785	7,000
001-213-0014-518885-4107	12/06/16	Sycure Corp	Broadband services	P057269	1,412
001-213-0014-518885-4117	09/26/16	Dude Solutions, Inc.	Technology essentials	P057030	2,932
001-213-0014-518890-4117	05/20/16	Berry Dunn Mcneil	ERP consulting	P056590	31,320
001-213-0014-518890-4117	12/12/16	Chrysalis BTS LLLP	K2 PAF and travel request enhancements	S017208	31,518
001-213-0014-518885-4117			PCI vulnerabilities review		37,000
001-301-0074-558600-4117			GMA comprehensive plan review		19,684
001-302-0074-559220-4117			Waterfront study		11,402
001-303-0064-572500-4106	11/14/16	Design West Architects	Makerspace design services	P057191	6,375
001-303-0064-572500-4806			Makerspace development		231,088
001-335-0014-571510-4806	12/08/16	Scotco Construction	Repairs at CP Golf Course	S017199	2,036
001-900-0013-510000-3505			Chair replacement program		9,776
001-900-0014-510000-4117			ICMA administrative return		151,000
001-900-0074-559310-4924			Commercial Improvement Program		40,000
001-900-0074-559310-4925			Business License Reserve Program		57,122
TOTAL GENERAL FUND					678,073
101-401-0054-542701-4806	12/06/16	Tektoniks Corp	Soundwall panel replacement	P057272	7,000
TOTAL STREETS FUND					7,000
112-305-0074-559100-4102			Legal fees for railroad negotiations		7,584
112-305-0075-559100-5102			Port of Pasco MOU 2016-2017		5,000
112-306-0074-559300-4117			Land tranfer, groundwater sampling		58,775
112-306-0074-559300-4117	03/10/16	CTC Inc.	Steptoe -Tapteal signal alternative 35-16	P056352	7,307
112-306-0074-559300-4117	03/21/16	JUB Engineers	Steptoe -Tapteal split alternative 34-16	P056376	5,740
TOTAL INDUSTRIAL DEVELOPMENT FUND					84,406
117-131-0003-518887-3583			ITGC - 30 lead lines		1,950
117-131-0032-521220-2201	10/07/16	LN Curtis & Sons	Uniform acquisition	P057072	1,194
117-131-0032-521220-2201	11/09/16	Galls, LLC	Uniform acquisition/tailoring	P057178	559
TOTAL CRIMINAL JUSTICE SALES TAX FUND					3,703
401-501-0004-533610-4912	10/21/16	Northwest Line Jatc	NW Line JATC workbooks	P057104	3,170
401-502-0004-181501-4117	09/12/16	Relay Application Innov	Programming & schematics	P055597	18,115
401-502-0004-181518-4117	11/07/16	Energy Northwest	professional staffing services	P057168	13,516
401-502-0004-181530-4117	09/12/16	Relay Application Innov	Programming & schematics	P055597	11,916
401-502-0004-181563-4117	08/14/15	Relay Application Innov	Programming & schematics	P055597	15,950
401-502-0004-518887-4117	06/24/14	Geodigital International	FME Integration	P054139	15,500
401-502-0004-518887-4117	12/13/16	Geodigital International	Update FEM workbenches	P057295	33,820
401-502-0004-533610-4117	10/22/14	Ptarmigan Software Inc	Data conversion	S014917	56,932
401-503-0004-171401-4117	08/31/16	Hdr Engineering	Reata sub trans. Line easement	P056950	29,831
401-503-0004-176405-4117	07/18/16	D Hittle & Associates	Reata sub to Dallas Rd sub trans.	P056798	29,603
401-504-0004-181518-4117	04/18/16	Ares Corporation	Snyder substation expansion project	P056486	66,847
401-504-0004-181518-4117	07/26/16	Electric Power Systems	Snyder substation expansion project	P056820	252,617
401-504-0004-533701-4117	04/27/16	Utiliworks Consulting	Smart Grid project phase 2	P056517	123,252
401-504-0006-181501-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	439
401-504-0006-181506-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	58,971
401-504-0006-181512-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	220
401-504-0006-181518-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	26,234
401-504-0006-181524-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	60,026
401-504-0006-181530-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	60,026
401-504-0006-181543-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	32,738
401-504-0006-181563-6214	12/15/15	Schweitzer Engineering	Drilling template, SEL parts	P056039	879
401-505-0004-195003-4964	02/05/16	IWI Inc.	EE loan work	P056216	2,557
401-505-0004-195003-4964	09/20/16	IWI Inc.	Weatherwise loan improvements	P057010	1,269
401-505-0004-195003-4964	12/30/16	IWI Inc.	Weatherwise loan improvements	R060901	1,453

CITY OF RICHLAND

2016 CARRYOVERS - ENCUMBERED, EXPANDED AND SPECIAL PROGRAMS

Expenditure Account	Date	Vendor	Description	P.O. #	Amount
401-505-0004-195003-4965	09/20/16	IWI Inc.	Weatherwise loan improvements	P057014	2,954
401-505-0004-195003-4965	09/27/16	IWI Inc.	Weatherwise loan improvements	P057035	5,684
401-505-0004-195003-4965	10/31/16	Glass Nook Inc	Weatherwise loan improvements	P057147	6,388
401-505-0004-195003-4965	11/03/16	Perfection Glass	Weatherwise loan improvements	P057160	5,982
401-505-0004-195003-4965	11/07/16	Roberts Construction	Weatherwise loan improvements	P057169	4,369
401-505-0004-195003-4965	11/16/16	Roberts Construction	Weatherwise loan improvements	P057185	5,077
401-505-0004-195003-4965	11/22/16	Perfection Glass	Weatherwise loan improvements	P057234	9,059
401-505-0004-195003-4965	12/30/16	Perfection Glass	Weatherwise loan improvements	P057362	8,758
401-505-0004-195003-4968	12/01/16	Bruce Inc	Weatherwise loan improvements	P057253	13,934
401-505-0004-195003-4968	12/09/16	Dayco Heating	Weatherwise loan improvements	P057287	8,344
401-505-0004-533115-4117	11/16/16	Financial Consulting Sol.	COSA and rate design support	P057201	61,530
401-505-0004-533135-4117	05/19/16	NW Intergovernmental Ene	Renewable power strategies	P056589	17,998
401-505-0004-534105-4888			Custom C/I projects-EEI		607,983
401-505-0004-534105-4894			C/I Deemed - EEI		167,212
401-505-0004-534105-4897			Residential Rebates - EEI		200,000
401-506-0003-533680-3501	12/27/16	Advanced Paging & Commun	VHF 5 watt radio & battery	P057311	1,498
401-506-0006-185701-6993	11/16/16	HERC Rentals	2016 Genie Model GS2032 & drop trailer	P057207	23,665
TOTAL ELECTRIC FUND					2,066,316
402-411-0004-534100-4117	09/24/15	RH2 Engineering	Water System plan 180-15	P055760	58,813
402-412-0003-518887-3583	10/07/15	Environmental Systems Reshr	GIS consulting services	P055802	1,534
402-412-0003-518887-3583			GIS consulting services		3,475
402-412-0003-534800-3138	12/02/16	Builders Hardware	Replace Badger Mtn pump	S017196	2,149
TOTAL WATER FUND					65,971
403-422-0003-518887-3582			ITGC - UPS monitor/tablet		3,476
403-420-0004-535100-4117	08/21/15	Wildlands, Inc.	Amon Basin revegetation project	P055619	28,655
403-422-0003-518887-3583	10/07/15	Environmental Systems Re	GIS consulting services	P055802	1,534
403-422-0003-535800-3138	12/08/16	Cole Industries	boiler HMI troubleshooting	P057283	3,965
403-422-0004-535800-4911	10/05/16	Als Group Usa	WWTP biosolids sampling	P057066	1,267
TOTAL WASTEWATER FUND					38,897
404-432-0003-537810-3514	11/09/16	Wastequip Inc	30 Cubic yrd standard duty container	S017174	22,498
404-433-0004-537820-4117	02/25/16	Parametrix Inc	Landfill monitoring, sampling	P056299	8,853
TOTAL SOLID WASTE FUND					31,351
408-460-0004-538920-4802	12/14/16	Paramount Communications	Emergency repair outdoor fiber cable	P057384	8,025
408-460-0006-538920-6421	10/12/16	Paramount Communications	Broadband fiber for HAPO stage	P057084	4,183
TOTAL BROADBAND FUND					12,208
503-215-0006-594480-6405	08/19/16	Atlantic Machinery Inc	2016 combo jet/vacuum truck	P056911	470,977
TOTAL EQUIPMENT REPLACEMENT FUND					470,977
TOTAL ENCUMBERED AND MISCELLANEOUS CARRYOVER					\$ 3,458,902
001-213-0014-518890-4107			CIP - ERP staff augmentation		247,200
001-213-0014-518890-4117			CIP - IT strategic plan		251,681
001-335-0014-571510-4806			CIP - Deferred Maintenance		25,030
001-900-510000-0016-6209			CIP - Animal Control Facility		400,000
TOTAL GENERAL FUND					923,911
112-305-0075-597000-5502			Transfer out - Street Const (Logan Rd LRF)		3,400,432
112-305-0075-597000-5543			Transfer out - Broadband Fund (N. Richland Fiber LRF)		597,382
112-306-0076-559300-6209			Horn Rapids/land sale development costs		951,612
112-306-0076-559312-6209			RAISE area infrastructure		245,037
TOTAL INDUSTRIAL DEVELOPMENT FUND					5,194,463
117-131-0006-518887-6401			ITGC- MDT carryover		14,283
TOTAL CRIMINAL JUSTICE SALES TAX FUND					14,283
226-908-0005-597000-5552			Transfer to LID Construction Fund		717,100
TOTAL LID DEBT SERVICE FUND					717,100
301-402-0044-595300-4117			CIP - Rachel Rd Study		78,794

CITY OF RICHLAND

2016 CARRYOVERS - ENCUMBERED, EXPANDED AND SPECIAL PROGRAMS

Expenditure Account	Date	Vendor	Description	P.O. #	Amount
301-402-0046-595300-6302			CIP - Duportail Bridge		732,802
301-402-0046-595300-6318			CIP - Traffic Impact Fees		2,367
301-402-0046-595300-6328			CIP - Queensgate/Col Prk Trail		150,000
301-402-0046-595300-6361			CIP - Annual LID incentive		120,250
301-402-0046-595300-6362			CIP - Pavement Management Program		138,723
301-402-0046-595300-6369			CIP - Center Parkway		2,324,046
301-402-0046-595300-6386			CIP - Tapteal Drive		82,161
301-402-0046-595300-6388			CIP - S GWW Safety/Mobility		139,744
301-402-0046-595300-6392			CIP - Duportail St Extension		470,970
301-402-0046-595300-6393			CIP - Stevens Dr S. Extension		151,990
301-402-0046-595300-6397			CIP - RAISE Area Infrastructure		3,400,432
301-402-0046-595300-6398			CIP - Englewood Dr Improvements		6,231
301-402-0046-595600-6356			CIP - Vantage Highway Pathway		268,854
301-402-0046-595600-6364			CIP - Queensgate Pathway		93,665
301-402-0046-595600-6399			CIP - Audible Pedestrian Signs		70,128
301-402-0046-595610-6309			CIP - Sidewalks		13,233
301-402-0046-595610-6363			CIP - Annual Sidewalk Repairs		9,753
301-402-0046-595610-6391			CIP - Curbs and Wheelchair Ramps		21,138
301-402-0046-595640-6371			CIP - GWW Street Signal Improvement		4,607
301-402-0046-595640-6379			CIP - Elementary St/Keene Rd Signal		8,771
TOTAL STREETS CONSTRUCTION FUND					8,288,659
380-337-0066-594515-6403			CIP - Keene Rd Improvements		109,193
380-337-0066-594524-6219			Memorial benches		53,655
380-337-0066-594524-6334			Signage		8,527
380-337-0066-594524-6359			Playground Equipment		1,689
380-337-0066-594567-6403			CIP - Craighill Park		3,804
380-337-0066-594571-6403			CIP - Shoreline Enhancement		27,869
380-337-0066-594590-6403			CIP - Gateway Improvements		134,174
380-337-0066-594599-6403			CIP - John Dam Plaza		39,824
380-337-0066-594774-6403			CIP - J Taylor Skate Park		94,718
380-337-0066-594777-6403			CIP - Howard Amon Sturgeon Cove		2,569
380-337-0066-594783-6403			CIP - Columbia Playfield Improvements		23,896
380-337-0066-594784-6403			CIP - ORV Improvements		225,774
380-337-0066-594785-6403			CIP - Gala Park Improvements		31,029
380-337-0066-594785-6403			CIP - Drollinger Park Improvements		31,644
380-337-0066-596791-6403			CIP - Columbia Park West		10,000
380-337-0066-596793-6209			CIP - Howard Amon Park Improvements		158,627
380-337-0066-596793-6403			CIP - Howard Amon Park Improvements		52,421
380-337-0066-596794-6209			CIP - Badger Mt Park Improvements		49,291
380-337-0066-596794-6403			CIP - Badger Mt Park Improvements		135,000
380-337-0066-596795-6403			CIP - Trailhead Park Improvements		3,640
380-337-0066-596797-6403			CIP - Columbia Point Marina Park Improvements		242,145
380-337-0066-596802-6403			Richland Community Garden		280
TOTAL PARKS PROJECT CONSTRUCTION FUND					1,439,769
385-900-0004-594191-4117			CIP - Swift Corridor Improvements		277,054
385-900-0006-594191-6403			CIP - Swift Corridor Improvements		444,716
385-900-0006-594194-6403			CIP - Community Center Modernization		4,376
TOTAL GENERAL GOVT CONSTRUCTION FUND					726,146
399-430-0007-591100-7311			Special Assessment Construction Loan		640,480
399-430-0008-592100-8307			Special Assessment Loan Interest		76,620
TOTAL LID CONSTRUCTION FUND					717,100
402-410-0003-594551-3403			CIP - Water system security Improvements		2,223
402-410-0006-594505-6403			CIP - Pump and storage renewals		9,971
402-410-0006-594507-6403			CIP - Irrigation Utility improvements		954,023
402-410-0006-594508-6403			CIP - Jason Lee Elementary Irrigation Well		144,337
402-410-0006-594535-6403			CIP - Completed Project Contingency		397,104
402-410-0006-594536-6403			CIP - Distribution system repair/replacement		203,898
402-410-0006-594550-6403			CIP - Harrison well improvement		75,000
402-410-0006-594554-6403			CIP - Water transmission line-2ND Yakima		268,608
402-410-0006-594560-6403			CIP - New S Richland source		400,828
402-410-0006-594563-6403			CIP - Sky Meadow transmission line		11,433

CITY OF RICHLAND

2016 CARRYOVERS - ENCUMBERED, EXPANDED AND SPECIAL PROGRAMS

Expenditure Account	Date	Vendor	Description	P.O. #	Amount
TOTAL WATER FUND					2,467,425
403-422-0006-518887-6480			ITGC - replace SCADA equipment		4,198
403-422-0006-518887-6481			ITGC - LINKO remote inspector		7,589
403-421-0003-594522-3403			CIP - Treatment facility renew/replacement		89,223
403-421-0004-594522-4403			CIP - Treatment facility renew/replacement		121,120
403-421-0006-594514-6403			CIP - Influent upgrades		99,765
403-421-0006-594517-6403			CIP - Solids upgrade		341,947
403-421-0006-594522-6403			CIP - Treatment facility renew/replacement		87,819
403-421-0006-594558-6403			CIP - Collection system renew/replacement		280,691
TOTAL WASTEWATER FUND					1,032,352
404-430-0003-594594-3403			CIP - Landfill facility improvements		14,148
404-430-0004-594528-4403			CIP - Groundwater assessment		63,327
404-430-0004-594592-4403			CIP - Landfill cell		307
404-430-0004-594593-4403			CIP - Disposal capacity improvements		15,578
404-430-0006-594559-6403			CIP - Landfill closure		62,532
TOTAL SOLID WASTE FUND					155,892
405-440-0006-594530-6403			CIP - Stormwater Rehab/replacement		38,244
405-440-0006-594545-6403			CIP - Stormwater quality retrofit		1,388
TOTAL STORMWATER FUND					39,632
408-460-0006-538920-6397			CIP - RAISE Area Infrastructure		597,382
408-460-0006-538920-6421			CIP - Fiber service		187,719
TOTAL BROADBAND FUND					785,101
503-215-0006-594480-6405			CIP - Sewer Jet Truck carryover		4,023
503-215-0006-594480-6405			CIP - Replace Forklift #7127		67,000
503-215-0006-594480-6405			CIP - Replace Cable Tensioner #6238		58,300
503-215-0006-594480-6405			CIP - Replace Cable Puller #6416		53,900
TOTAL EQUIPMENT REPLACEMENT FUND					183,223
TOTAL CIP AND CAPITAL PROJECT CARRYOVER					\$ 22,685,056
153-308-0074-559321-4943			OWNER OCCUPIED REHAB PROGRAM		58,611
153-308-0074-559321-4945			OWNER OCCUPIED REHAB REVOLVING		114,603
153-308-0075-597000-5502			CIP-AUDIBLE SIGNAL INSTALLATION		70,128
153-308-0075-597000-5528			CIP-CRAIGHILL PARK		3,804
TOTAL CDBG FUND GRANT CARRYOVER					247,146
154-309-0074-559321-4982			CHDO - RICHLAND		220,039
154-309-0074-559321-4988			ENTITLEMENT - RICHLAND		309,661
154-309-0074-559321-4989			ENTITLEMENT - KENNEWICK		168,317
154-309-0074-559321-4991			ENTITLEMENT - PASCO		38,865
154-309-0075-558101-5202			PASCO PROGRAM INCOME ADMIN		5,200
154-309-0075-558101-5203			KENNEWICK PROGRAM INCOME ADMIN		15,389
TOTAL HOME FUND GRANT CARRYOVER					757,471
TOTAL GRANT CARRYOVER					\$ 1,004,617
2016 ENCUMBERED/MISCELLANEOUS CARRYOVER					\$ 3,458,902
2016 CIP AND CONSTRUCTION CARRYOVER					\$ 22,685,056
2016 GRANT CARRYOVER					\$ 1,004,617
TOTAL 2016 CARRYOVER					\$ 27,148,575



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 16-17, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with the Washington State Military Department at the Horn Rapids Industrial Park

Department:

Community & Development Services

Ordinance/Resolution Number:

16-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 16-17, Authorizing the City Manager to Sign and Execute a Purchase and Sale Agreement with State of Washington, Military Department for the purchase of 40 acres in the Horn Rapids Industrial Park.

Summary:

The State of Washington, Military Department, is proposing to purchase 40 acres of Horn Rapids Industrial Park property at the southwest corner of 1st Street and Polar Way for the development of a 42,000 square-foot Readiness Center ("Center"). The Center will be comprised of offices, classrooms, training area, supply rooms, locker rooms, assembly drill hall, support areas and parking areas for military vehicles and equipment. The State has budgeted the project for 2020, with plans for completion by 2022. The price for the 40-acre property is \$40,000 per square feet, for a total purchase price of \$1,600,000.

In selling or leasing land, the City is governed by the policies and objectives of RMC 3.06.010, in order to: 1) stimulate the development of the City's economic base to provide employment opportunities and tax revenues for the City and other local taxing entities; 2) meet the financial obligations resulting from prior property transactions of the City; 3) provide capital for economic development purposes for parkland operations (planning, acquisition, design, construction and maintenance and operation), and such other purposes as the Council determines are necessary and appropriate; and 4) provide a source of general revenue to the City over and above the tax yields from such real property. While supportive of the proposed sale, Staff finds it important for Council to recognize that this transaction does not entirely meet the City's policies and objectives. The Center is anticipated to only employ a full-time staff of 5-10 personnel, with a weekend population of 100-250; the Center will not involve manufacturing nor the retail sale of goods and services; no tax revenue will be generated; and the sale will remove 40 acres of prime industrial property from the City's property tax rolls.

The proposed agreement was recommended for approval by the Economic Development Committee on January 23, 2017.

Fiscal Impact:

The purchase price for the 40 acres is \$40,000 per acre, amounting to estimated gross proceeds of \$1,600,000, which will be deposited to the City's Industrial Development Fund.

Attachments:

1. Resolution No. 16-17
2. PSA - State of WA-Readiness Center
3. State of WA - Aerial Photo
4. Readiness Center Examples
5. State of WA - Letter of Intent

RESOLUTION NO. 16-17

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and the State of Washington, Military Department.

WHEREAS, the City of Richland is the record owner of forty (40) acres of city-owned surplus property located at the southwest corner of the intersection of Polar Way and First Street in the Horn Rapids Industrial Park; and

WHEREAS, pursuant to Richland Municipal Code (RMC) Section 3.06, the City of Richland has full authority to negotiate the sale of surplus property that is in the best interest of the city; and

WHEREAS, the city-owned property is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for city-owned surplus property, the forty-acre property located at the southwest corner of the intersection of Polar Way and First Street, in the Horn Rapids Industrial Park, is available for sale at \$40,000 per acre, for a total purchase price of \$1,600,000; and

WHEREAS, at their January 23, 2017, meeting, the Economic Development Committee provided a positive recommendation to City Council for the sale of the forty-acre city-owned surplus property located at the southwest corner of the intersection of Polar Way and First Street, in the Horn Rapids Industrial Park to the State of Washington, Military Department, for the total sale price of \$1,600,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland, finds and declares that the forty (40) acres of city-owned surplus property located at the southwest corner of the intersection of Polar Way and First Street, in the Horn Rapids Industrial Park, be sold to the State of Washington, Military Department, for the sale price of \$1,600,000.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1468

Document Title: Purchase and Sale Agreement

Seller: City of Richland

Purchaser: Washington State Military Department, acting through the Department of Enterprise Services

Legal Description: Section 21 Township 10 North Range 28 East

Assessor's Tax Parcel Number: a portion of 121084000006003

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between **CITY OF RICHLAND** a Washington Municipal Corporation, or its heirs, executors, administrators, successors, and assigns, (hereinafter referred to as the "Seller"), and **STATE OF WASHINGTON, Military Department**, acting through the Department of Enterprise Services (hereinafter referred to as the "Purchaser").

WHEREAS, upon satisfying certain conditions, Seller would convey this Property to Purchaser for the purpose of allowing Purchaser to construct and operate a "Readiness Center" for the Washington National Guard. The ability of Purchaser to construct the Readiness Center depends on federal funding.

1. Property to be Conveyed. Subject to the terms contained herein, Purchaser and Seller agree to the conveyance from Seller to Purchaser of the Property as described on **Exhibit "A"**, including all improvements thereon, and any and all personal property used in the operation of the land and improvements. Said property is located at Horn Rapid Industrial Park, City of Richland, County of Benton, State of Washington. Said parcel of land contains approximately 40 acres and is further described on **Exhibit "A"** which is incorporated herein by reference.

2. Effective Date of Agreement. The "Effective Date" is the date that both parties have signed this Agreement. If this Agreement is signed on different days, the "Effective Date" is the most recent date noted (meaning the date the last party signs). Both Purchaser and Seller must sign this Purchase and Sale Agreement within fifteen (15) business days of approval from the Richland City Council. If signatures are not received by both parties within fifteen (15) business days, this Agreement shall automatically terminate and be of no further force and effect.

3. Purchase Price. The purchase price shall be One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000).

3.1 Earnest Money. Upon execution of this Agreement by both parties, Purchaser shall deposit, as earnest money, the principal sum of Ninety Thousand Dollars (\$90,000) into Escrow. This sum shall be applied to the purchase price at Closing. In the event Purchaser does not accept title per Section 6 herein, this Agreement shall terminate and the earnest money shall be promptly refunded to Purchaser. In the event Purchaser does not accept the Property in writing by the end of the Inspection/Evaluation Period per Section 7.1 herein, this Agreement shall terminate and the earnest money shall be promptly refunded to Purchaser. If this Agreement does not close on the date

agreed upon, including any extensions, or is otherwise terminated and such termination or failure to close is not due to or allowed by a contingency or other condition set forth under this Agreement and is not the fault of Seller, then the Closing agent shall pay the earnest money deposit to Seller; otherwise, in the event of termination the earnest money deposit shall be returned to the Purchaser.

3.2 Payment of Purchase Price. After subtraction of all credits, including any earnest money paid, Purchaser shall pay the balance of the Purchase Price to Seller on the Closing Date via wire transfer of funds, or a certified check or cashier's check.

4. Conditions Precedent.

4.1 Attorney General's Office Approval. This Agreement is subject to the Purchaser obtaining final review and approval of the Office of the Attorney General of the State of Washington, and shall not be binding in any way on the parties until fully executed by the signatories set forth below.

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

4.3 This Purchase Agreement is subject to the Purchaser obtaining and approving the following items at Purchaser's sole cost and expense, no later than the close of business on April 24, 2017, provided, this date may be extended by an agreement of the parties memorialized in electronic mail or other written form, and the Purchaser may expressly waive in writing compliance with any of the items below:

- 4.3.1 Receipt, review and approval of a real estate appraisal report;
 - 4.3.2 Receipt, review and approval of any leases on the land and/or improvements;
 - 4.3.3 Receipt, review and approval of a hazardous waste audit;
 - 4.3.4 Receipt, review and approval of a preliminary title report; and
 - 4.3.5 Final review and approval of the Office of the Attorney General of the State of Washington.
5. All utilities such as electricity, water, and real property taxes shall be prorated to the date of Closing.

6. Title. Subject to performance by Purchaser, Seller agrees to execute and deliver on the date of Closing a Statutory Warranty Deed to the subject Property free and clear of all encumbrances except those which are acceptable to Purchaser. At least thirty (30) calendar days before Closing, Purchaser shall provide the Closing Agent and Seller a written statement of any exceptions to title that it requests be cleared at or prior to Closing. Upon receiving such statement, Seller shall have ten (10) calendar days to clear any exceptions not approved by Purchaser. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged, Purchaser may then either:

6.1 Terminate this Agreement, by written notice to Seller, after which neither party shall have any further rights or liabilities hereunder; or

6.2 Reach agreement with Seller to have the exceptions cleared or waive its objections to these exceptions, in such event, the parties shall close the transaction contemplated by this Agreement, subject to such exceptions that have not been eliminated.

7. Inspection and Evaluation of Property. Within seven (7) business days of the Effective Date of this Agreement, Seller shall provide or make available to Purchaser for inspection and copying, to the extent available or within Seller's possession or control, copies of all contracts, appraisals, environmental surveys or audits of the Property or the improvements, tenant leases, certificates of occupancy, soils reports, spill reports, permits, notices of violation, orders or penalties, real property records, including copies of property tax assessments, LID proposals, agreements, leasing proposals and any other documents and information in the possession or control of Seller and pertaining to the Property, and all other items which Purchaser deems reasonably necessary to conduct its review of the Property.

7.1 Purchaser shall have until the thirtieth (30th) calendar day prior to Closing in which to conduct its review of the Property. For purposes of calculating time, the day of Closing shall not be included in determining the thirtieth (30th) calendar day. Said review may include periodic physical and engineering inspections of the Property. Seller agrees to cooperate with and assist Purchaser in the physical inspections of the Property, provided that such inspections shall be conducted during normal business hours or at such other time as is reasonable and necessary to conduct the inspection. Purchaser shall repair any damage to the Property caused during such inspection by Purchaser, its employees or agents. Based on such review, and upon providing written notice to Seller no fewer than twenty-five (25) calendar days prior to Closing, Purchaser may request revision of the terms of this Purchase Agreement, or in the alternative, Purchaser may terminate this Agreement. If Purchaser timely requests revisions, and the parties are not able to come to agreement on such revisions prior to the Closing Date, or the Purchaser does not withdraw the request for revisions prior to such date, this Agreement shall terminate on the Closing Date, and the Earnest Money shall be returned.

8. Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent on or before May 1, 2017. For purposes of this Agreement, the "Closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

8.1 In the event Purchaser wishes to extend the Closing Date beyond May 1, 2017, Seller agrees that Purchaser may extend the Closing Date on a month-to-month basis by providing written notice no less than ten (10) calendar days in advance of the then-scheduled Closing Date. Provided, however, that such month-to-month extensions shall not exceed September 1, 2017. Any such extension shall automatically extend the period of inspection.

9. Closing Costs. Seller shall pay the following costs and expenses in connection with this transaction:

- a) Seller's attorneys' fees;
- b) One-half (½) escrow fees;
- c) Real property taxes shall be prorated to the date of Closing, unless the Property is leased to Purchaser, in which case the terms of the lease concerning taxes shall govern. Seller, a municipality, is real estate tax exempt;
- d) All special assessments, LID assessments, and RID assessments affecting the Property shall be paid in full;
- e) Real estate excise taxes or transfer taxes due on the conveyance, if any;
- f) Title insurance premium for a standard policy or abstract fee and sales tax thereon, if any.



Purchaser shall pay the following costs and expenses in connection with this transaction:

- a) Purchaser's attorneys' fees;
- b) One-half (½) the escrow fees;
- c) Fees for recording the Statutory Warranty Deed;
- d) Real property taxes shall be prorated with Purchaser paying the portion accruing for the period after the date of Closing, if applicable. The State of Washington is real estate tax exempt.

10. Governmental Approval. If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject to obtaining such approval. Purchaser shall, at Purchaser's expense, use its best efforts and take all steps necessary to obtain such governmental approval. The Closing Date shall be extended, subject to the limits in Section 8.1 of this Agreement, for such period as may be required to obtain such approval.

11. Survey; Subdivision. In the event a city, county, or other governing authority having jurisdiction over the Property requires a survey or plat or has a subdivision ordinance, Purchaser shall, at Purchaser's expense, comply with such ordinance and take all steps necessary to obtain such survey, plat or subdivision. Seller agrees to cooperate with Purchaser in obtaining the necessary approvals. The Closing Date shall be extended, subject to the limits set forth in paragraph 8.1 of this Agreement, for such period as may be required to obtain such approval.

12. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of the development of a 42,000 square-foot Readiness Center, subject to the following:

12.1 If Purchaser fails to submit an application to Seller for approval of building plans within forty-eight (48) months of Closing, Seller reserves the right to reclaim title to the Property by giving notice of re-conveyance to the Purchaser.

12.2 If, within sixty (60) months of Closing, Purchaser does not initiate construction of structures as authorized by the issuance of a building permit, Seller reserves the right to reclaim title to the Property by giving notice of re-conveyance to the Purchaser.. For purposes of this Agreement, construction will be deemed to have commenced once Purchaser's footings are in place and vertical construction is underway.

12.3 Seller must give notice of re-conveyance within sixty (60) days of the triggering event. Seller shall reclaim the Property by refunding the original Purchase Price of One Million Six Hundred Thousand Dollars (\$1,600,000) for approximately forty (40) acres of property, without interest, at closing of the reclamation or return of title. In such event, Purchaser and Seller shall each pay for one-half of the closing costs related to the reclamation or return of title. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller at closing, which shall occur within sixty (60) calendar days of receipt of notice of Seller's decision to seek re-conveyance of the Property.

12.4 This Reversionary Right may be exercised in the sole discretion of Seller. This Reversionary Right survives sixty months (60) months after closing or until such time as construction commences, whichever is earlier. Upon commencement of construction of the Readiness Center as defined herein, this Reversionary Right shall terminate if not previously terminated. Section 12 shall survive Closing.

13. Purchaser agrees that Purchaser must obtain Seller's approval for any resale of the Property by Purchaser to any third party within the sixty (60) month Reversionary Period, which approval shall be given in Seller's

sole discretion. Any transfer that occurs during the first sixty (60) months without Seller's approval shall be *ultra vires* and without legal force and effect.

14. Possession. Purchaser shall be entitled to possession of the Property upon the date of Closing, subject only to such matters approved in writing by Purchaser.

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

16. Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action venue shall lie exclusively in Benton County, Washington. Purchaser consents to personal jurisdiction in Benton County Superior Court with respect to this Agreement.

17. Time is of the Essence. Time is of the essence in the performance of any obligations pursuant to this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of all of the other party's obligation hereunder.

18. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement. No failure by Purchaser to insist upon the strict performance of Seller's obligations hereunder shall constitute a waiver of strict performance thereafter of all of Seller's obligations hereunder. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller and Purchaser and their respective legal heirs, legal representatives, successors and assigns.

19. Notices. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be designated by either party:

SELLER: City of Richland
505 Swift Blvd. MS #07
Richland, Washington 99352

PURCHASER: State of Washington, Military Department, Acting through the Department of Enterprise
Services
Real Estate Services
1500 Jefferson Street S.E., 2nd Floor
Post Office Box 41468
Olympia, Washington 98504-1468

Any notice given pursuant to this Agreement shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mail.

20. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely



expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may not be changed or terminated orally.

21. Leases. All leases on land and/or improvements on the property shall be assigned to the Purchaser at the time of Closing. All rents, including prepaid rents, if any, shall be prorated to the date of Closing, and any damage or security deposits affecting terminated tenancies shall be refunded at Closing to the tenant entitled thereto or paid to the account of Purchaser in accordance with the terms of the lease or rental agreement. Tenancies to be continued shall be assigned to Purchaser.

22. Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. Seller shall, upon request of Purchaser, complete an affidavit to the effect.

23. Environmental Concerns. Seller warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises which, if found on the property, would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Seller shall indemnify and hold Purchaser harmless with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by Purchaser. This provision shall survive Closing.

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

25. Default; Remedies; Specific Performance. In the event of material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by Seller, Purchaser shall have, in addition to a claim for damages from such breach or default and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right to: (a) demand and have specific performance of this Agreement; (b) demand injunctive relief to enforce any provision of this Agreement; or (c) terminate this Agreement upon written notice without any additional liability to Seller. If termination is elected, Purchaser shall be entitled to a full refund of any payments outlined herein. The remedies for Seller are provided through the Earnest Money Agreement provided herein if Purchaser fails to Close as there required, and Seller's right to enforce any provisions of the Agreement that extend beyond Closing.

26. Condition of Title. Seller hereby agrees from and after the date hereof until the termination of this Agreement or the closing of the sale of the Property, that (i) it will take no action that will adversely affect title to or development of the Property; (ii) it will not mortgage, encumber or permit the encumbrance of all or any portion of the Property without Purchaser's prior written consent; and (iii) it will not enter into any written or oral contracts or agreements with respect to the Property.

27. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

28. Damage to Real Property. If, prior to the Closing Date, all or any portion of the property to be conveyed is damaged, destroyed or rendered inoperative (collectively "Damage" but not including demolition that parties agree upon) by fire, natural elements, or other causes for which Purchaser is not responsible, then Purchaser

may, by giving written notice, terminate this Agreement and cancel the purchase of the Property, and in which case, neither Purchaser or Seller shall have any further rights against or obligations to the other under this Agreement. If Purchaser elects to proceed to close and purchase the Real Property regardless of the Damage, then Seller shall assign at or before Closing to Purchaser all rights to seek compensation for such Damage and proceeds that have or will be paid, if any, as a result of such Damage. This provision shall survive Closing.

29. No Waiver of Eminent Domain Power. Nothing in this Agreement shall constitute, or be construed as constituting, any limitation upon Purchaser or any waiver by Purchaser with respect to its exercise of the power of eminent domain in connection with any property.

30. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Purchaser and Seller shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Purchaser or Seller under the provisions of this Agreement.

32. Purchaser's Title Information. Unless otherwise notified by Purchaser in writing prior to the date of Closing, Seller shall convey the Property to Purchaser as follows:

State of Washington, Military Department



IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

SELLER

CITY OF RICHLAND

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

Date: _____

APPROVED AS TO FORM:

By: Heather Kintzley
Its: City Attorney

Date: _____

PURCHASER

STATE OF WASHINGTON, Military Department

Acting through the Department of
Enterprise Services

Seth Wallace, Assistant Director
Department of Enterprise Services

Date: _____

APPROVED AS TO FORM:



By: Brian Faller 1/19/17

Its: Assistant Attorney General

STATE OF WASHINGTON)
) ss.
County of Benton)

On this _____ day of _____, 2017, personally appeared before me CYNTHIA D. REENTS, to me known to be the individual described in and who executed the within and foregoing instrument in her capacity as City Manager for the City of Richland, and acknowledged that she signed the same as her free and voluntary act and deed in the capacity herein stated, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____ 2017, personally appeared before me SETH WALLACE, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____



Acquisition No.15-10-015
(Richland) SJF
Date: January 18, 2017
Page 10 of 9



**PREFERRED
FREEZER
[CHILL BUILD]**

1st STREET

**40 ACRES
STATE OF WASHINGTON
MILITARY DEPT.
READINESS CENTER**

Logan St

**RV
PARK**

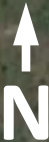
Kingsgate Way

Robertson Dr

POLAR WAY

ROBERTSON DRIVE

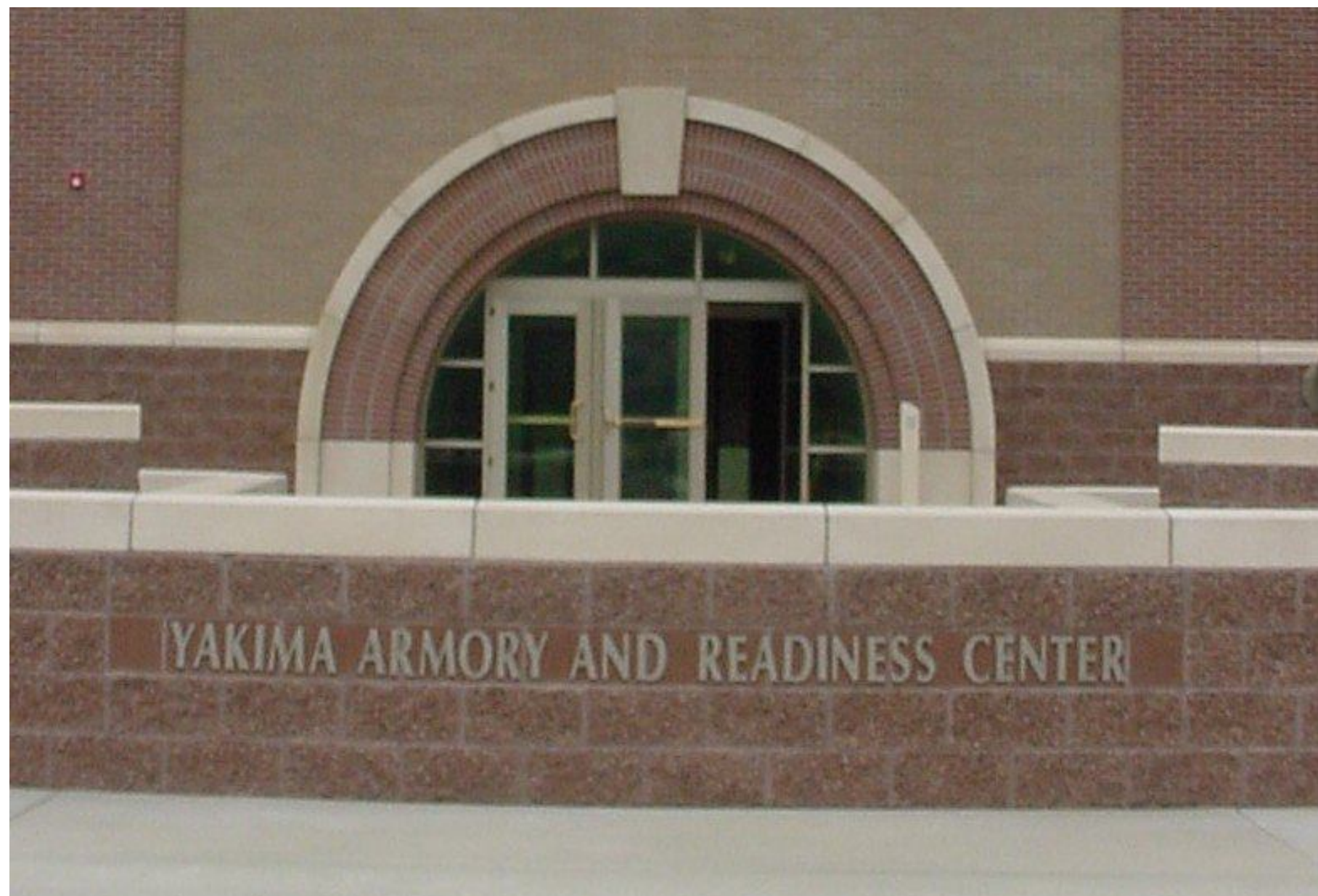
SR 240



Clubhouse























STATE OF WASHINGTON
MILITARY DEPARTMENT

Camp Murray, WA 98430-5000

June 23, 2016

Mr. Darin K. Arrasmith
Economic Development Office
840 Northgate Drive
Richland, WA 99352

Re: Horn Rapids Industrial Park. Parcel number 121084000006003

The Military Department is submitting this letter of intent to purchase the 40 acres of property at the corner of 1st St and Polar Way, Richland, WA currently owned by the City of Richland.

The Military Department proposes to build a 42,000 square feet Readiness Center on the parcel with offices, classrooms, training area, supply rooms, locker rooms, assembly drill hall and support areas. The project will also include a large paved parking area for military vehicles. The project is budgeted for federal fiscal year 2020, which can be under construction contract in early 2020 and be completed within 2 years. There will be up to 20 full time employees and approximately 200 Soldiers on drill weekend which occurs one weekend a month. The Military Department also plans to construct a Vehicle Maintenance Shop on this parcel at some time in the future.

The Military Department understands that the purchase and sale agreement still needs to be negotiated and reviewed by the city council for approval in order to move forward. Traditional distribution of closing cost will occur.

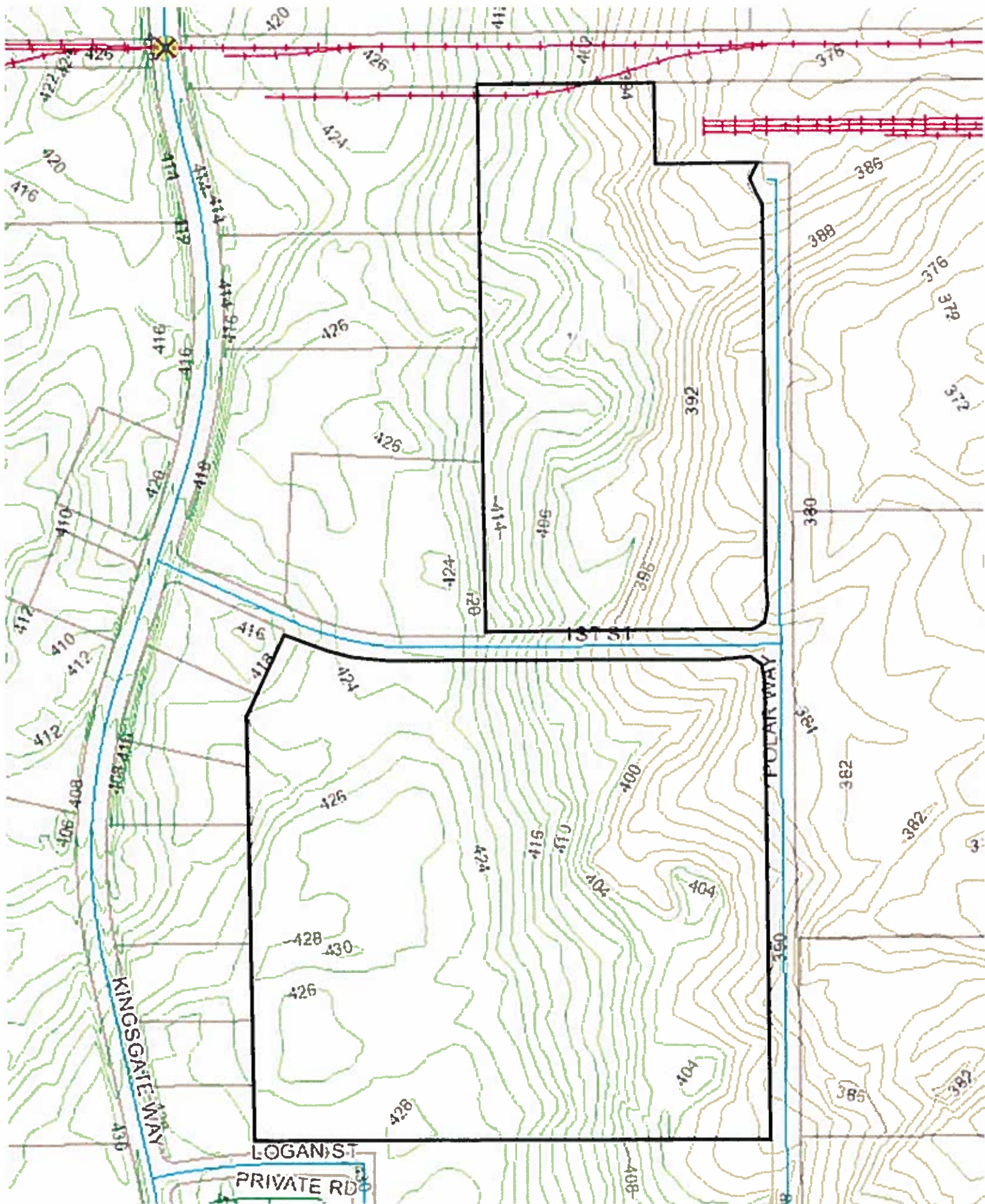
This letter of intent does not and is not intended to contractually bind the parties and is only an expression on interest.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Iwaszuk".

Adam Iwaszuk
LTC, IN, WAARNG
Director, CFMO
253-512-8702







1ST ST

POLAR WAY

LOGAN ST

KINGSBENT WAY

PRIVATE DR



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality, Key 4 - Targeted Investments

Subject:

Resolution No. 51-17, Awarding Distribution of 2017 Business License Reserve Funds (BLRF)

Department:

Community & Development Services

Ordinance/Resolution Number:

51-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 51-17, authorizing the City Manager to sign and execute agreements for funding from the Business License Reserve Fund (BLRF).

Summary:

Pursuant to RMC 5.04.385, City Council is being asked to consider the award of Business License Reserve Fund (BLRF) funding to three project applicants in the second phase of the 2017 BLRF program award cycle. BLRF funding is intended to be used to promote business activities for the purposes of core development, tourism, general economic development, capital expenditures for community improvements, and the prevention of blight.

The first applicant, City of Richland Communications & Marketing, requests \$15,000 of funding for the Tourism Committee Marketing Campaign. The award will be used to promote Richland across many forms of advertising media as a weekend road trip destination, with focus on attracting regional tourism. This application, as presented, received a favorable recommendation from the EDC on February 27, 2017.

The second applicant, City of Richland Parks & Public Facilities, requests \$50,000 of funding for events at Hapo Community Stage. The award will be used for performance booking, costs ancillary to performances, sound, lighting, production, chair/table/linen rentals, decoration, and promotion and advertising of events. This application, as presented, received a favorable recommendation from the EDC on February 27, 2017.

The third applicant, City of Richland Parks & Public Facilities, requests consideration for funding the purchase of art for the future City Hall. The award will be used to purchase art as determined by the Richland City Hall team. The initial application requested \$40,000 in BLRF monies. At its February 27, 2017 meeting, the EDC recommended that \$50,000 be awarded for this purpose. However, Community Development staff asked that the applicant agree to \$45,000 in light of other demands on the BLRF Fund.

Due to budget constraints, a fourth applicant (Explore Richland Business Campaign) voluntarily withdrew its application after the February EDC meeting.

Fiscal Impact:

Approval will result in the expenditure of \$110,000 from the Business License Reserve Fund. If approved, \$22,121.55 will remain in the Business License Reserve Fund.

Attachments:

1. Resolution No. 51-17
2. BLRF2017-003 COR Communications and Marketing
3. BLRF2017-005 HAPO Stage
4. BLRF2017-006 Art Installation

RESOLUTION NO. 51-17

A RESOLUTION of the City of Richland awarding the distribution of funds from the Business License Reserve Fund.

WHEREAS, pursuant to Richland Municipal Code (RMC) 5.04.385, City Council established a reserve funded through a portion of fees for business licenses which is to be used to promote business activities for the purposes of core development, tourism, general economic development, capital expenditure for community improvements, and the prevention of blight; and

WHEREAS, City staff estimates that approximately \$132,000 is available for eligible projects in 2017; and

WHEREAS, City staff solicited applications for projects to be considered by the Economic Development Committee and Richland City Council for funding in 2017; and

WHEREAS, at its February 27, 2017 meeting, the Economic Development Committee (EDC) provided a positive recommendation to allocate \$120,000 toward four (4) projects determined to be eligible under RMC 5.04.385 and RMC 5.04.387 as further described in the Business License Reserve Fund Project Application List, attached hereto as Attachment A; and

WHEREAS, the amount originally requested by the applicant to purchase art for the City Hall project was \$40,000, and on February 27, 2017, the EDC increased the recommended amount for approval to \$50,000. Subsequent to the February 27, 2017 EDC meeting, Community Development staff requested that the applicant seeking funds to purchase art for the City Hall project agree to a reduction in the recommended amount from \$50,000 to \$45,000; and

WHEREAS, subsequent to the February 27, 2017 EDC meeting, one of the project applicants (Explore Richland Business Campaign) voluntarily removed its application for funds; and

WHEREAS, the withdrawal of the Explore Richland Business Campaign application, and the suggested reduction from \$50,000 to \$45,000 for art for the City Hall project were pursued by staff due to budget constraints in the Business License Reserve Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Business License Reserve Fund 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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Attachment A

Business License Reserve Fund Project Application List

Projects	Award Amount
Tourism Committee Marketing Campaign	\$15,000.00
Explore Richland Business Campaign	\$5,000.00
Hapo Stage Events	\$50,000.00
Art Installation at City Hall	\$50,000.00 \$45,000
TOTAL AWARDS:	\$110,000.00

2017 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on April 18, 2017, is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as “City”), and the **City of Richland Communications and Marketing Department** (hereinafter referred to as “Grantee”).

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter “Fund”) is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee’s program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

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. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2017 to fund the Tourism Committee Marketing Campaign. This program purchases print, television, radio, and social/electronic media advertising to entice nearby regions to visit Richland for a weekend road trip, inducing visitors to stay in Richland hotels while increasing consumer spending at local businesses.

-
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of fifteen thousand dollars (\$15,000).
 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 costs incurred to accomplish the purpose identified in Section 2, above.
 - b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
 - c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
 - d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
 - e. 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.
 - f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be April 18, 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. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City 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, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
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:

City of Richland Communications and
Marketing Department
Hollie Logan, Manager
505 Swift Blvd.
Richland, WA 99352
Phone: 509-942-7386
Email: hlogan@ci.richland.wa.us

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.

FOR CITY OF RICHLAND:

FOR RICHLAND COMMUNICATIONS
AND MARKETING:

CYNTHIA D. REENTS, ICMA-CM
City Manager

Hollie Logan
Communications & Marketing Manager

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2017 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

This Agreement, entered into on April 18, 2017, is between the **City of Richland**, a Washington municipal corporation (hereinafter referred to as "City"), and the **City of Richland Parks & Public Facilities Department** (hereinafter referred to as "Grantee").

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter "Fund") is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee's program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

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. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2017 for events at the HAPO Community Stage. Funds would be utilized for performance booking, costs ancillary to performance bookings, sound, lighting, production, chair/table/linen rentals, decoration, and promotion and advertising of events.
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of fifty thousand dollars (\$50,000).

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 costs incurred to accomplish the purpose identified in Section 2, above.
- b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
- c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
- d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
- e. 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.
- f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be April 18, 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. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City 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, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
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:
City of Richland Parks & Public
Facilities Department
Joseph Schiessl, Director
505 Swift Blvd. MS-13
Richland, WA 99352
Phone: 509-942-7578
Email: jschiessl@ci.richland.wa.us

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.

FOR CITY OF RICHLAND:

FOR RICHLAND PARKS & PUBLIC
FACILITIES:

CYNTHIA D. REENTS, ICMA-CM
City Manager

Joseph Schiessl
Director

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

2017 BUSINESS LICENSE RESERVE FUNDING AGREEMENT

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

I. RECITALS

WHEREAS, per Section 5.04.385 of the Municipal Code of the City of Richland, the purpose of the Business License Reserve Fund (hereafter “Fund”) is to promote business activities for the purpose of core development, tourism, general economic development, capital expenditures for community improvements, and for the prevention of blight in the City; and

WHEREAS, Section 5.04.386 and Section 5.04.387 of the Richland Municipal Code identifies the organizations qualified to receive the reserve monies for the purposes identified above. Such organizations include the Tri-Cities Regional Chamber of Commerce, the Tri-Cities Visitors and Convention Bureau, business improvement districts, and City of Richland departments whose program or capital expenditures meet the criteria set forth in RMC 5.04.385; and

WHEREAS, Grantee’s program meets the criteria established in RMC 5.04.385; and

WHEREAS, the Economic Development Committee recommends an award of business license reserve funding to Grantee.

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. The purpose of this Agreement is to provide funding from the Business License Reserve Fund during 2017 for the installation of an art feature at the future Richland City Hall. The scope and subject of the installation shall be determined by the City of Richland City Hall team.
3. City Responsibilities. The City shall provide to Grantee from its Business License Reserve Fund a total of forty-five thousand dollars (\$45,000).

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 costs incurred to accomplish the purpose identified in Section 2, above.
- b. Within 30 days of execution of this Agreement, Grantee shall submit to the City a finalized project budget.
- c. Grantee shall submit to the City paid invoice receipts from the approved project before the City reimburses the approved funds.
- d. Should Grantee use the funds for purposes not specified in this Agreement, Grantee shall, within thirty (30) days of notification by the City of such improper expenditure, remit the disallowed amount back to the City.
- e. 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.
- f. Grantee agrees to be in good financial standing with the City.

III. MISCELLANEOUS PROVISIONS

1. Term of Agreement. The effective date of this Agreement shall be April 18, 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. This contract will not carry forward after the expiration date.
2. Conflict of Interest. No officer, employee, or agent of the City 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, shall have any personal financial interest, direct or indirect, in this Agreement, and any employee, officer, or agent having a real or apparent conflict will take immediate and appropriate steps to assure compliance with this section.
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
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For Grantee:
City of Richland Parks and Public
Facilities Department
Joseph Schiessl, Director
505 Swift Blvd. MS-13
Richland, WA 99352
Phone: 509-942-7578
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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.

FOR CITY OF RICHLAND:

FOR RICHLAND PARKS & PUBLIC
FACILITIES:

CYNTHIA D. REENTS, ICMA-CM
City Manager

Joseph Schiessl
Director

ATTEST:

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 65-17, Approving a Purchase and Sale Agreement with Treasure Valley Coffee Company

Department:

Community & Development Services

Ordinance/Resolution Number:

65-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 65-17, authorizing the City Manager to sign and execute a Purchase and Sale Agreement with Treasure Valley Coffee Company, and all related closing documents, for the sale of 2.5 acres in the Horn Rapids Business Center at the northwest corner of the intersection of SR-240 and Logston Blvd.

Summary:

Treasure Valley Coffee Company is proposing to purchase 2.5 acres in the Horn Rapids Business Center at the northwest corner of the intersection of SR-240 and Logston Blvd., for the construction of a warehouse, distribution, coffee roasting and office facility.

The Treasure Valley Coffee Company is currently located in Kennewick, but has since outgrown its current facilities and now plans to relocate to the Horn Rapids Business Center. Treasure Valley Coffee currently employs 21 people, and will hire an additional 3 full-time and 4 part-time employees for the Horn Rapids facility.

The purchase price is \$2.50 per square foot for the 108,900 square foot property, amounting to estimated gross proceeds of \$272,250. The proposed price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right if Treasure Valley Coffee has not submitted an application for approval of building plans to the City within 6 months of closing, and if they do not begin construction within 18 months of closing.

The proposed purchase was reviewed and recommended for approval by the Economic Development Committee at its March 27, 2017 meeting.

Fiscal Impact:

The Purchaser will pay \$272,250 for the 2.5-acre Horn Rapids Business Center property. Net proceeds after closing will be put in the City's Industrial Development Fund.

Attachments:

1. Resolution No. 65-17
2. Purchase and Sale Agreement
3. Site Map
4. TVC -Letter of Intent to Purchase

RESOLUTION NO. 65-17

A RESOLUTION of the City of Richland approving that certain Purchase and Sale Agreement by and between the City of Richland and Treasure Valley Coffee Company.

WHEREAS, the City of Richland is the record owner of 108,900 square feet of City-owned surplus commercial property, located in the Horn Rapids Business Center at the northwest corner of the intersection of SR 240 and Logston Boulevard; and

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

WHEREAS, the 108,900 square feet of City-owned surplus commercial property, located in the Horn Rapids Business Center is managed by the Economic Development Office and is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, adopted by City Council on September 17, 2013, setting prices for City-owned surplus property, the 108,900 square feet of commercial property is available for sale at \$2.50 per square foot, for a total price of \$272,250; and

WHEREAS, Treasure Valley Coffee Company has agreed to purchase the property for said amount; and

WHEREAS, at their March 27, 2017 meeting, the Economic Development Committee provided a positive recommendation to the Council for the sale of the 108,900 square feet of City-owned surplus property in the Horn Rapids Business Center to Treasure Valley Coffee Company, for the total sale price of \$272,250.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richland authorizes the sale of 108,900 square feet of City-owned commercial property located at the northwest corner of the intersection of SR 240 and Logston Blvd. in the Horn Rapids Business Center, to Treasure Valley Coffee Company at the price established by Resolution No. 35-13 of \$2.50 per square foot, for a total sale price of \$272,250.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into this ____ day of _____, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **SIRJMR, Inc.**, a Washington for-profit corporation, d/b/a Treasure Valley Coffee Company of the Columbia Basin ("Purchaser").

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

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

A PORTION OF LOTS 1 AND 4, OF SHORT PLAT NO. 2115, AS RECORDED IN VOL. 1 OF SHORT PLATS, PAGE 2115, RECORDS OF BENTON COUNTY, LOCATED IN SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.M., CITY OF RICHLAND, BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STATE ROUTE 240 AND A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD; THENCE NORTH 35°06'28" EAST ALONG THE CENTERLINE OF SAID LOGSTON BOULEVARD FOR A DISTANCE OF 150.01 FEET TO A POINT OF INTERSECTION OF THE SOUTH LINE OF SAID SHORT PLAT PROJECTED; THENCE NORTH 54°53'40" WEST ALONG SAID SOUTH LINE PROJECTED 50.00 TO A POINT ON THE WEST RIGHT-OF-WAY MARGIN OF LOGSTON BOULEVARD AND THE SOUTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT 2115 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 35°06'28" EAST ALONG THE EAST LINE THEREOF FOR A DISTANCE OF 324.58 FEET; THENCE NORTH 54°53'16" WEST FOR A DISTANCE OF 335.36 FEET; THENCE SOUTH 35°06'28" WEST FOR A DISTANCE OF 324.78 FEET TO A POINT ON THE SOUTH LINE OF SAID SHORT PLAT 2115; THENCE SOUTH 54°53'40" EAST ALONG THE SOUTH LINE THEREOF FOR A DISTANCE OF 335.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE TRUE POINT OF BEGINNING.

CONTAINS 2.5 ACRES MORE OR LESS.

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

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

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

2. Purchase Price. The purchase price for the Property shall be two dollars and fifty cents (\$2.50) per square foot, for a total purchase price of two hundred seventy-two thousand two hundred fifty dollars and no cents (\$272,250) for the 108,900 square-foot property.

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with Cascade Title Company ("Title Company") a certified or cashier's check or wire transfer in the amount of ten thousand dollars (\$10,000) within five (5) business days after both parties have signed this Agreement. Hereafter, the term "Earnest Money Deposit" shall be used to refer, when appropriate, to the Earnest Money Check and, when paid, to the principal thereof and any interest thereon. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser determines to terminate this Agreement during the due diligence period provided in Section 3.3. However, should Purchaser default or terminate this Agreement at any time after the due diligence period has expired, the balance of the Earnest Money Deposit shall be forfeited to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit.

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

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

3.2. Preliminary Title Report. Within five (5) business days after the Execution Date, Purchaser, at its sole cost and expense, shall order from Cascade Title Company a preliminary title report on the Property, and copies of all documents referred to therein, and upon receipt, furnish same to Seller.

3.3. Due Diligence. Purchaser is granted a due diligence period until and including thirty (30) business days after receipt of the title report described in Section 3.2. Said due diligence period may be extended an additional thirty (30) business days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its

own expense, a full review of legal, title, environmental, archaeological and any other related issues. If the results of said review are unsatisfactory in Purchaser's opinion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the due diligence period. In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other. If Purchaser has terminated this Agreement and items specified in 6.1.3 have been completed, the costs incurred for these services shall be deducted from the Earnest Money Deposit, and the balance paid to Purchaser within five (5) business days of termination.

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

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

4.1. Closing Costs. Each party shall pay its own attorney's fees. Seller shall pay one-half of all recording costs, escrow closing costs, if applicable, and the full premium for a standard owner's policy of title insurance. Purchaser shall pay one-half of all transfer taxes, recording costs and escrow closing costs.

4.2. Closing Date. The Closing of the transaction and delivery of all items shall occur at Cascade Title Company, and shall occur on a date specified by Cascade Title Company with written notice to Seller and Purchaser. Unless extended in writing by the parties, Closing shall occur no later than sixty (60) days after the date of execution of this Agreement. Failure to close within sixty (60) days, or to extend the Closing Date by mutual agreement of the parties, shall cause this Agreement to terminate and be without any further notice and effect, and without any further obligation of either party to the other.

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

6. Covenants, Representations and Warranties.

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

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

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

6.1.3. Seller shall use its best efforts to remove all disapproved exceptions within the Preliminary Title Report.

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

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

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

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

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

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

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

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

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

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

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

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

6.3.3. Purchaser further represents that the property will be developed as a warehouse, distribution center, coffee roast facility, drive-thru espresso and retail center. Any deviation from this intended use must be authorized by the Seller in writing or be subject to the Reversionary Clause in Section 10.13. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

6.3.4. Purchaser is hereby put on notice that pole buildings are prohibited in the Horn Rapids Industrial Park and Business Center. PURCHASER AGREES THAT POLE BUILDINGS ARE NOT ALLOWED IN THE HORN RAPIDS INDUSTRIAL PARK AND BUSINESS CENTER, AND WILL NOT BE CONSTRUCTED ON SAID PROPERTY.

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

7. Casualty and Condemnation.

7.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars (\$10,000.00) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by

written notice to the other party given within two (2) days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

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

8. Purchaser's Remedies. In the event of material breach of this Agreement by Seller, Purchaser shall have, as its sole remedy (a) the right to pursue specific performance of this Agreement, (b) the right to terminate this Agreement and (c) all remedies presently or hereafter available at law or in equity.

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

10. Miscellaneous.

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

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

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

If to Seller: City of Richland
Attn: Economic Development Office
P.O. Box 190, MS #19
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: John M. Roskelley
4906 Indian Ridge Drive
Pasco, Washington 99301
Phone: (509) 520-8236
Email: sirjmr12@gmail.com

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

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

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

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

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

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

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

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

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

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

10.13. Reversionary Clause and Option to Repurchase/Reclaim. This Property is being sold to Purchaser in anticipation of a warehouse, distribution center, coffee roast facility, drive-thru espresso and retail center, subject to the following:

10.13.1. If Purchaser fails to submit an application to Seller for approval of building plans within six (6) months of Closing, Seller reserves the right to reclaim title to the Property.

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

10.13.3. Seller shall reclaim the Property by refunding the original Purchase Price of two hundred seventy-two thousand two hundred fifty dollars and no cents (\$272,250) for the 108,900 square feet of property, without interest.

10.13.4. Purchaser and Seller shall each pay for one half of the closing costs related to the repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey Title to Seller within sixty (60) days of receipt of notification of Seller's decision to seek re-conveyance of the Property.

10.13.5. This Reversionary Right is exclusive to Seller and shall be exercised at

Seller's sole discretion. This Reversionary Right survives sixty months (60) months after closing or until such time as building commences, whichever is earlier.

10.13.6. Seller shall be under no obligation to exercise this Reversionary Right. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the sixty (60) month Reversionary Period, which shall be given in Seller's sole discretion. This Reversionary Clause shall survive the delivery of the Deed.

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

[Signature Page to Follow]

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

CITY OF RICHLAND – SELLER

SIRJMR, INC. – PURCHASER

By: Cynthia D. Reents, ICMA-CA
Its: City Manager

By: John M. Roskelley
Its: Owner

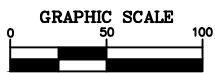
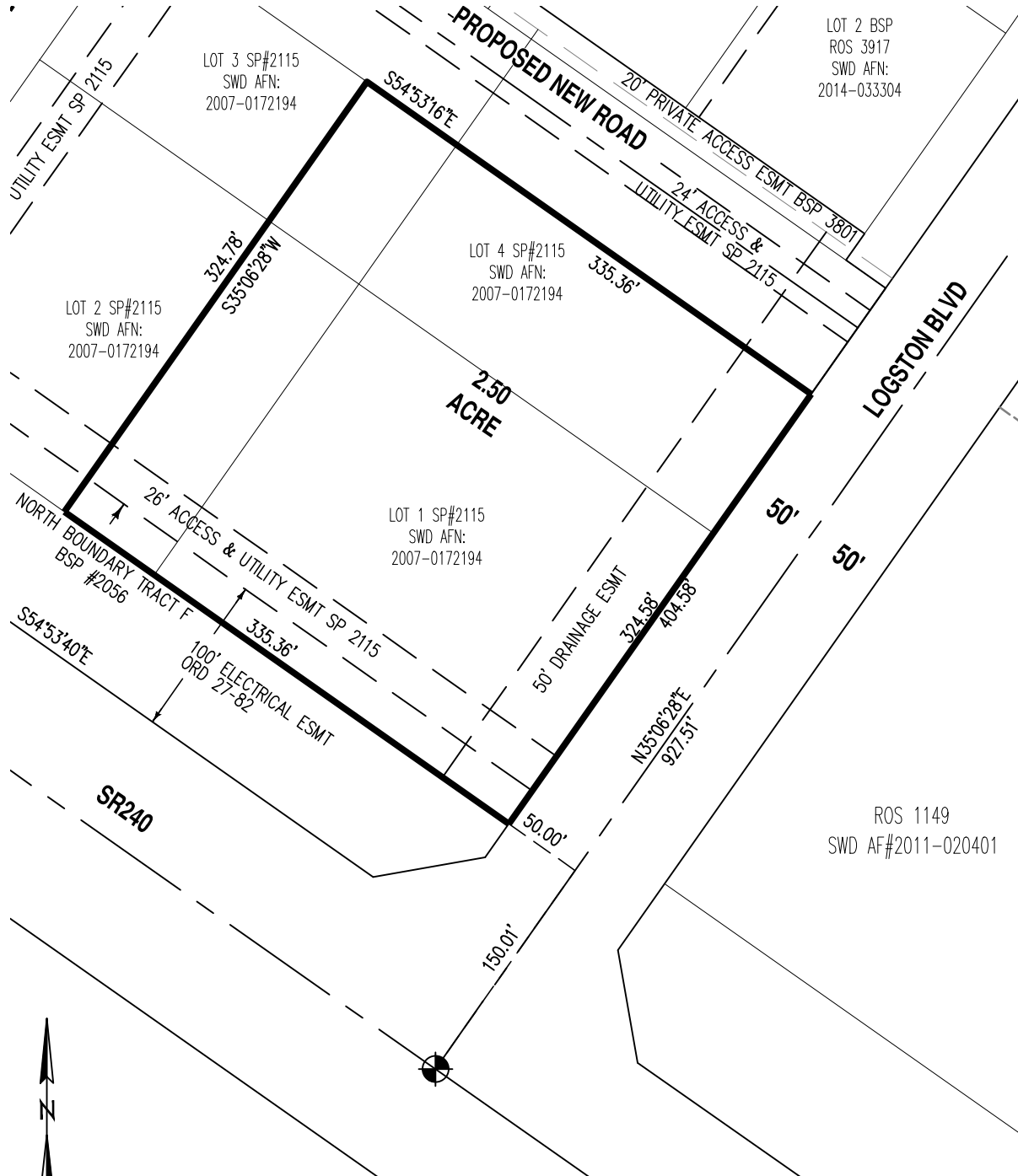
Date

Date

APPROVED AS TO FORM:

By: Heather Kintzley
Its: City Attorney

EXHIBIT A



1 INCH = 100 FT.



TREASURE VALLEY
COFFEE CO.
[2.5 ACRES]

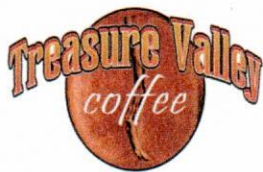
This is an aerial photograph of an industrial and commercial area. A specific plot of land is highlighted with a yellow rectangle. The plot is situated between SR 240 to the west and Logston Blvd to the east. To the north of the plot is Robertson Dr, and to the south is Henderson Loop. The surrounding area includes various industrial buildings, parking lots, and some undeveloped land. The text 'TREASURE VALLEY COFFEE CO. [2.5 ACRES]' is overlaid in yellow on the highlighted plot.

SR 240

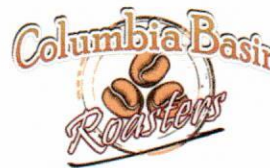
LOGSTON BLVD

ROBERTSON DR

HENDERSON LOOP



SIRJMR INC., dba
TREASURE VALLEY COFFEE COMPANY
&
COLUMBIA BASIN ROASTERS
"Family Owned & Operated since 1997"
P.O. Box 6145 • Kennewick, WA 99336
TVC (888) 522-JAVA (5282) • CBR (855) 894-JAVA (5282)



January 19, 2017

Mr. Darin K. Arrasmith

Economic Development Office

City of Richland

840 Northgate Drive

Richland WA 99352

Re: Horn Rapids Industrial Park. Parcel Number 120783012115001 and portions of 120783012115001 on the north and 120783012115001 on the west to make up a total of approximately 2.5 acres

It is our intent to purchase this land on the Northwest corner of Logston and Highway 240 to initially build a 20,000 square foot warehouse, distribution, roasting, office facility. In the future we would also build a retail center of approximately 2500 sq ft. Both buildings would face/border Logston. Before the retail center is built we are planning on a drive thru espresso building that would be placed between the new distribution facility and the extension of Henderson Loop. Our intention is to build as soon as weather permits with an anticipated opening of October, 2017. We have 21 full time employees now and with the new facility will be adding 3 full time positions as well as 4 part time.

The facility will be used to roast coffee and distribute product through our route system of 12 vehicles. These vehicles are the size of UPS delivery trucks. Every Friday 8 of our routes load at the warehouse for the following weeks sales activities. For the other routes (Seattle, Spokane, Lewiston and Wenatchee) we ship to their warehouses. During the week we receive 2-3 semi trucks to re supply the warehouse.

Treasure Valley Coffee Co has been in the Tri Cities area for the past 20 years. We are locally and family owned. I have over 40 years of experience in the industry. My sons manage the business and together have over 45 years of experience.

As soon as your office arrives at the final dimensions of the parcels in question it is my intent to enter into a binding PSA with the City of Richland for its purchase.

Respectfully

A handwritten signature in cursive script that reads "John M. Roskelley".

John M Roskelley

Owner, Treasure Valley Coffee Co



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality, Key 4 - Targeted Investments

Subject:

Resolution No. 70-17, Awarding Distribution of Commercial Improvement Funds (CIP)

Department:

Community & Development Services

Ordinance/Resolution Number:

70-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 70-17, authorizing the City Manager to sign and execute an agreement with Lee Commercial LLC for facade improvements to 1312 Lee Boulevard.

Summary:

City Council is being asked to consider the award of Commercial Improvement Program funds for facade improvements at 1312 Lee Boulevard.

The applicant, Lee Commercial LLC, (Tommy's Tap House and Bistro), proposes to refinish and prepare the roof of their building to be painted, remove deteriorating rock/tile pellet siding, and install permanent tumbled stone siding. The applicant is requesting reimbursement, up to \$6,000, for eligible improvements as previously described. Staff believe this application meets the intent of the program as the repair and installation described by the applicant would resolve outstanding deteriorating conditions, and prevent future blighted conditions at the subject property.

The Economic Development Committee recommended approval by the City Council for this project at its March 27, 2017 meeting.

Fiscal Impact:

Approval of this recommendation by City Council will result in the expenditure of \$6,000 from the Commercial Improvement Program, with \$17,000 being available in the program balance.

A balance of \$11,000 would remain in the Commercial Improvement Program for allocation to additional applicants during the remaining application period.

Attachments:

1. Resolution No. 70-17
2. CIP2017-004 Application
3. CIP2017-004 Contract

RESOLUTION NO. 70-17

A RESOLUTION of the City of Richland awarding the distribution of funds from the Commercial Improvement Program to Tommy's Tap House for Facade Improvements.

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 passed 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 eligible projects for funding from the Commercial Improvement Program; and

WHEREAS, at its March 27, 2017 meeting, the Economic Development Committee provided a positive recommendation to allocate \$6,000 towards facade improvements, including refinishing of the roof and the addition of stone exterior treatment, to Tommy's Tap House located at 1312 Lee Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Commercial Improvement Program funding agreement with Joey and Christina Chacon for improvements at 1312 Lee Boulevard.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Commercial Improvement Program

Application

Business Name: Tammy's Tap House & Bistro

Owner's Name(s): Joey & Christina Chacon

Mailing Address: 1312 Lee Blvd Richland WA 99352

Project Address (if different from above): _____

Phone: (509-943-1300) ^{Business} (509-619-4101) ^{cell} FAX: _____

Amount of funding requested (cannot exceed 50% of total cost or \$10,000 per storefront): \$ 6,000

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). _____

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.

We will either re paint or re roof our roof to the color scheme that we want for our venue (black) we will also be re surfacing part of the exterior building with tumbled stone-removing old existing tile. This will give the building a mature, sharp, and elegant look- which is the feel of our establishment. Image is everything, and we feel these changes will help attract more customers to our location

☐ Attach an illustration of the project to this application.

3. Will the project require any permits? ☐ Yes ☒ No Please describe: No permanent construction happening. Only exterior cosmetic improvements.

For permit information, please contact Richland Permit Services at 942-7587.

4. Total project cost: \$ 12,000

Expenses (please provide at least 2 estimates)

Amount

Design.....\$ _____
Labor.....\$ _____
Materials/Equipment.....\$ _____
Sales Tax.....\$ _____
Other.....\$ _____
Other.....\$ _____

Funding Sources

Amount

Business Owner.....\$ 6,000
City (\$10,000/Storefront &/or 50% Maximum).....\$ 6,000
Other.....\$ _____
Total (Must match project cost).....\$ 12,000

5. Project schedule:

Estimated Start Date 4/3/17 Estimated Completion Date 4/14/17

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: _____ Phone: _____

If NO, please explain: N/A - I own the property.

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.

Joey Chacon, Owner

Name, Title

2/26/17

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.

Estimate # 4014

Smile-A-Mile Painting



Name / Address	2/17/2017
Christina Chacon 1312 Lee Blvd. Richland, WA 99352	

320 N. Johnson St. Suite 900
Kennewick, WA 99336

Washington 509-987-4774
Oregon 541-604-6447

www.smileamilepainting.com

Scope of work	Total
Re-Paint Exterior: Building at above address PREP -Pressure wash all surfaces to be painted and refasten loose siding where needed -Scrape, sand, and wire brush existing peeling paint and apply peel bond XIM primer where needed -Re-caulk windows, doors, trim, and fascia where needed and remove or protect windows, doors, concrete, roofing, etc.. -Remove peeling paint from metal roofing PAINT -All paint to be applied by airless paint sprayer, roller or brush at the correct milage (thickness) per manufacture specifications -Product: Pro-Cryl Sheen: Color: Surfaces: Corrugated metal roofing -Product: Sher-Cryl Sheen: Semi Color: Black Magic Surfaces: Corrugated metal roofing and soffets -Product: A-100 Sheen: Sa Color: Black Magic Surfaces: Body, trim, window trim, fascia, and door surrounds Owner to select <u> 1 </u> colors, owner to clear working space. This estimate includes necessary labor and material to complete project mentioned above. All work is completed by experienced professional painters. Contractor will keep property clean and neat while working. Price is good for 30 days.	6,815.00T

Included Warranty Period:

Smile-A-Mile Painting warrants labor and materials for a period of 2 years. Smile-A-Mile Painting is not responsible for any variation in color. Payment Schedule: 50% Down upon acceptance of estimate. Balance due upon substantial completion. We are licensed, bonded, insured. Owner to carry fire and home owners insurance. Wa. Lic.#SMILEP*896CW CCB# 174525

Finance Charge:

A finance charge of 1.5% per month (18% per annum) will be charged on all past due accounts. If an attorney is hired for collections it is entitled to recover all costs incurred. Additional work performed other than stated in this estimate will result in additional cost.

Subtotal \$6,815.00

Sales Tax (8.6%) \$586.09

Total \$7,401.09



Signature: _____

Date: _____

Quote

Antonio's Painting

Date: February 27, 2017

Invoice # 1911

Expiration Date: February 27, 2017

To Joey Chacon
Tommy's Tap House & Bistro
1312 Lee Blvd
Richland WA, 99352
509-619-4101

Salesperson	Job	Payment Terms	Due Date
	Tommy's Tap House & Bistro	Due on receipt	Completion Date

Qty	Description	Unit Price	Line Total
	Re-paint exterior roof and building areas identified in assessment		\$6,500.00
	Prep work: Pressure wash current failing paint and wall surfaces, scrap off remaining paint, caulk windows/doors/trim/fascia		
	Paint: Paint to be applied via sprayer, roller, and/brush		
	Product: Pro-Cryl , corrugate to metal roofing		
	Product: Sher-Cryl paint, Black Magic color, applied to above noted areas		
	Building and property clean up		
	*This estimate is valid for 45 day		
Subtotal			\$6,500.00
Sales Tax			\$559.00
Total			\$7,059

Quotation prepared by:

Antoine Pacion

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Thank you for your business!

Exceed Bulilding Group, LLC

INVOICE # 321
DATE: MARCH 7, 2017

QUOTE

801 N 61st Ave, West Richland, WA
Phone 509-440-0958 Fax

EXPIRATION DATE 60 DAYS FROM QUOTE

TO Joey Chacon
Tommy's Tap House &Bistro
1312 Lee Blvd
Richland WA, 99352
509-943-`300
Customer ID

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	Exterior wall	Due on receipt	4/15/17

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Remove exiting tile from below windows on front of building		
	Prep surface wall, fix needed repairs to surface		
	Install Moonlight RoughCut (customer choice) stone to replace existing tile		4,500
SUBTOTAL			4,500
SALES TAX			8.6%
TOTAL			4,887

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

Omar's Tiling QUOTE

To
Joey Chacon
Tommy's Tap House & Bistro
1312 Lee Blvd
Richland WA, 99352
509-943-1300

Salesperson	Job	Payment Terms	Due Date
Omar Gonzalez	Owner	Due on receipt	TBD

Qty	Description	Unit Price	Line Total
	Remove tile from exterior wall and replace with Moonlight RoughCut stone		
	Removal of tile		
	Exterior wall prep work		
	Install new stone		4,850

Subtotal	4,850
Sales Tax	8.6%
Total	5,267.10

2017 COMMERCIAL IMPROVEMENT PROGRAM FUNDING AGREEMENT

This Agreement ("Agreement"), entered into on the 18th day of April, 2017, is by and between the **City of Richland**, a Washington municipal corporation (hereafter "City"), and **Lee Commercial LLC**, 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 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 1312 Lee Boulevard (hereafter “project”).
3. City Responsibilities. The City shall provide the Grantee, from the City’s Commercial Improvement Program, up to six thousand dollars (\$6,000) 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 April 18, 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:
 Lee Commercial LLC
 8911 West Grandridge Blvd, Suite C
 Kennewick, WA 99336-7126
 Phone: 509-943-1300
 Email: tommystaphouse@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

GREGORY MARKEL
Member

ATTEST:

MARCIA HOPKINS
City Clerk

CARLA MARKEL
Member

APPROVED AS TO FORM:

HEATHER KINTZLEY
City Attorney

JOSEPH CHACON
Member

CHRISTINA CHACON
Member



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 71-17, Authorizing a Second Amendment to the EVITA Interlocal Agreement to add Kittitas County PUD and City of Ellensburg

Department:

Energy Services

Ordinance/Resolution Number:

71-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 71-17, authorizing the City Manager to sign and execute a Second Amendment to the EVITA Interlocal Agreement to add Kittitas County PUD and City of Ellensburg to the EVITA partnership.

Summary:

On June 7, 2016, Richland City Council approved Resolution No. 118-16, authorizing the City to enter into an Interlocal Agreement with Benton and Franklin PUDs establishing a consortium of utilities referred to as Electric Vehicle Infrastructure Transportation Alliance (EVITA) for planning related to electric vehicle (EV) charging stations. This Interlocal Agreement was amended on December 20, 2016 through adoption of Resolution No. 231-16, adding Energy Northwest to the EVITA partners.

Through the efforts of EVITA to pursue a Washington State Department of Transportation (WSDOT) grant, two other utilities have now requested to join EVITA and participate in the grant application efforts and installation of charging stations. They are Kittitas County PUD and the City of Ellensburg.

Energy Services Department (RES) staff recommends adoption of Resolution No. 71-17, authorizing amendment of the existing EVITA Interlocal Agreement to add Kittitas County PUD and the City of Ellensburg.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 71-17
2. Second Amendment to EVITA ILA
3. EVITA Interlocal Agreement
4. First Amendment to EVITA ILA

RESOLUTION NO. 71-17

A RESOLUTION of the City of Richland authorizing the execution of Amendment No. 2 to Interlocal Cooperative Agreement with Public Utility District No. 1 of Benton County, Public Utility District No. 1 of Franklin County, Public Utility District No. 1 of Kittitas County, City of Ellensburg, and Energy Northwest for installation of electric vehicle charging stations.

WHEREAS, RCW 39.34.010 permits public agencies to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, on June 7, 2016, the Richland City Council, by adoption of Resolution No. 118-16, authorized the City to enter into an Interlocal Agreement with Benton PUD and Franklin PUD for Installation of Electric Vehicle Charging Stations (Contract No. 125-16); and

WHEREAS, on December 20, 2016 the Richland City Council, by adoption of Resolution No. 231-16, authorized Amendment No. 1 to the Interlocal Agreement, adding Energy Northwest as a participant; and

WHEREAS, the parties to this Interlocal Agreement wish to add Public Utility District No. 1 of Kittitas County and City of Ellensburg, Washington, as participants.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is hereby authorized to sign and execute Amendment No. 2 to Interlocal Cooperative Agreement between the City of Richland, Public Utility District No. 1 of Benton County, Public Utility District No. 1 of Franklin County, Public Utility District No. 1 of Kittitas County, City of Ellensburg and Energy Northwest for installation of electric vehicle charging stations.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR INSTALLATION
OF ELECTRIC VEHICLE CHARGING STATIONS**

BETWEEN

**PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON,
PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON,
PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY, WASHINGTON,
THE CITY OF RICHLAND, WASHINGTON,
THE CITY OF ELLENSBURG, WASHINGTON,
AND ENERGY NORTHWEST**

BY THIS SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Agreement", entered into by latest date of signature below; PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a municipal corporation of the State of Washington; hereinafter referred to as "Benton", PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Franklin", PUBLIC UTILITY DISTRICT NO. 1 OF KITTITAS COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Kittitas", CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter referred to as "Richland", CITY OF ELLENSBURG, a municipal corporation of the State of Washington, hereinafter referred to as "Ellensburg", and ENERGY NORTHWEST, a municipal corporation and joint operating agency of the State of Washington, hereinafter referred to as "EN", collectively referred to as "Parties" and individually as "Party" enter into the following agreement:

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits public agencies, including the Parties herein, to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; AND

WHEREAS, in April 2016, Benton, Franklin, and the Richland entered into an Interlocal Agreement for Installation of Electric Vehicle Charging Stations; AND

WHEREAS, in January 2017, EN, Benton, Franklin, and Richland entered into the First Amended Interlocal Agreement for Installation of Electric Vehicle Charging Stations; AND

WHEREAS, Kittitas and Ellensburg to wish to participate in said Interlocal Agreement for Installation of Electric Vehicle Charging Stations; AND

WHEREAS, the Parties to said Interlocal Agreement for Installation of Electric Vehicle

Charging Stations and Kittitas and Ellensburg wish to add Kittitas and Ellensburg to said Interlocal Agreement through the execution of this Second Amendment to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

1. **Amendment to the Preamble to the Interlocal Agreement to Add Public Utility District No. 1 of Kittitas County and the City of Ellensburg to the Interlocal Agreement.** The Preamble to the Interlocal Agreement is amended to add Public Utility District No. 1 of Kittitas County and the City of Ellensburg, a municipal corporation and joint operating agency of the State of Washington, as a Party to the Interlocal Agreement. Public Utility District No. 1 of Kittitas County and the City of Ellensburg shall be included in the terms “Party” and “Parties.” By executing this Second Amendment, Public Utility District No. 1 of Kittitas County and the City of Ellensburg agrees to the terms and conditions of the Interlocal Agreement.
2. **Amendment to Title of the Interlocal Agreement.** The title of the Interlocal Agreement is amended to read as follows:

**SECOND AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR
INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY,
WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY, WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF
KITTITAS COUNTY, WASHINGTON THE CITY OF RICHLAND,
WASHINGTON, THE CITY OF ELLENSBURG, WASHINGTON, AND
ENERGY NORTHWEST**

3. **No Further Changes or Modifications.** Except as otherwise specifically provided in this Second Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.
4. **Execution.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

5. **Filing.** This Second Amendment shall be filed with the Benton County Auditor in accordance with RCW 39.34.040 prior to its entry in force.

In Witness Whereof, the Parties have signed this Second Amended Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

**PUBLIC UTILITY DISTRICT NO. 1
OF KITTITAS COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

CITY OF RICHLAND, WASHINGTON

By: _____

Cynthia D. Reents, ICMA-CM
Title: City Manager

Date: _____

CITY OF ELLENSBURG, WASHINGTON

By: _____

Title: _____

Date: _____

ENERGY NORTHWEST

By: _____

Title: _____

Date: _____

REC'D B. PUD

AUG 19 2016

FINANCE

CONTRACT 125-16

2016-021288 AGR

07/21/2016 03:05:07 PM

Pages: 9 Fee: \$81.00

Benton PUD

Benton County, Benton County Auditor's Office



RETURN TO:
Benton PUD
PO Box 6270
Kennewick, WA 99336

**BENTON PUD CONTRACT # 16-21-23
CITY OF RICHLAND CONTRACT #125-6
FRANKLIN PUD CONTRACT #8953**

**INTERLOCAL COOPERATIVE AGREEMENT FOR INSTALLATION OF ELECTRIC
VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, PUBLIC
UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, AND THE CITY OF
RICHLAND, WASHINGTON**

BY THIS INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Agreement", entered into this 19th day of April, 2016; PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a municipal corporation of the State of Washington; hereinafter referred to as "Benton", PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Franklin", and the CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter referred to as "City", collectively referred to as "Parties" and individually as "Party" enter into the following agreement:

I. RECITALS

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with

other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; AND

WHEREAS, the Mid-Columbia Energy Initiative (MCEI) was formed through the Tri-City Development Council (TRIDEC) with a mission to focus on economic development that capitalizes on local infrastructure, resources, and expertise in the energy sector, while retaining and recruiting businesses and jobs that promote solutions to current and future energy challenges; AND

WHEREAS, MCEI is working towards bringing about the realization that the Tri-City region is primed to become the nation's recognized leader in solving energy challenges; AND

WHEREAS, Sustainability and minimizing your carbon footprint have become common objectives for many individuals and businesses, particularly the next generation of energy consumers; AND

WHEREAS, Electric vehicles are a key component to the carbon reduction objectives being promoted by federal and state legislators; AND

WHEREAS, There are now over two dozen all-electric and plug-in hybrid electric vehicle models currently in the market from various manufacturers and at least two dozen additional models that are slated to be available in the near future; AND

WHEREAS, Electric vehicles may represent an opportunity for utilities to preserve or even grow revenues in an era when most are experiencing small or declining load-growth rates; AND

WHEREAS, TRIDEC is the lead economic development organization for Benton and Franklin counties; AND

WHEREAS, Installation of a network of electric vehicle charging stations throughout the Tri-Cities area may contribute to economic development by attracting business travelers and tourists from metropolitan areas in the state with a high concentration of electric vehicles and by increasing the sustainability label of the area; AND

WHEREAS, Collaboration by Benton, Franklin, and the City through participation in MCEI to install electric vehicle charging stations will provide an opportunity for sharing technical, administrative and marketing services and for demonstrating unity and commitment to making tangible investments in energy infrastructure supportive of the MCEI mission and vision for the Tri-Cities area.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

II. AGREEMENT

- 1. Interlocal Cooperation.** RCW Chapter 39.34 (the Interlocal Cooperation Act hereafter referred to as the “Act”) authorizes public entities to jointly exercise those powers which have been granted by statute to each party individually. The Parties have entered into this Agreement to provide for the coordinated and cooperative installation of electric vehicle charging stations. Nothing contained in this Agreement shall be deemed to allow any Party to exercise any powers which it has not been granted by law. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- 2. Purpose.** The purpose of this Agreement is to establish a framework within which the Parties will work to develop plans and promote the installation of an electric vehicle charging network throughout the Tri-Cities area and within the service areas of the respective Parties. Collaboration between the Parties will be facilitated through membership and active participation in the MCEI. TRIDEC staff, resources and facilities are available to support collaboration of the Parties and other community partners, recruitment of area businesses and sites for hosting electric vehicle charging stations and for marketing and branding efforts associated with this Agreement.
- 3. Responsibilities of Parties.** Each Party agrees to:
 - a. Identify a primary and secondary point of contact for the administration of this Agreement.
 - b. Identify a lead and alternate representative to the MCEI committee and to commit to regular and active participation in meetings and work efforts necessary to achieve mutually beneficial outcomes associated with this Agreement.
 - c. Engage their respective governing bodies and staff members in efforts supportive of the purpose of this Agreement.
 - d. Coordinate charging station site selection with other Parties to ensure an overall strategic deployment of facilities and equipment and to provide opportunities for sharing technical and administrative resources to the mutual benefit of the Parties.
 - e. Work with the other Parties and TRIDEC staff to develop a common marketing

brand for the electric vehicle charging stations that will support economic development efforts and the mission and vision of the MCEI.

4. Cooperative Purchasing.

- a. The Parties, in negotiating for the purchase of goods and services associated with electric vehicle charging stations, agree to extend the privileges of said negotiation to the other Parties to the extent permitted by law, and agreed upon by the Parties hereto, and the vendors.
- b. Each party accepts responsibility for compliance with all bid laws and any additional or varying laws and regulations governing its purchases. Purchases by a Party or Parties against the bid awards of another shall be affected by a purchase order directed to the vendor who contracted to furnish goods or services through the bid process.
- c. The contracting Party accepts no responsibility for the performance of any purchasing contract by the vendor for another Party, and accepts no responsibility for the payment of any purchases by the other Party(ies).
- d. The individual Parties may contract independently for the purchase of electric vehicle charging station equipment, with notice to the other Parties.
- e. The terms and conditions of this section shall remain in force until canceled by an individual Party, which cancellation may be effected with notice to the other Parties.
- f. The Parties agree to add the following language, or similar language, to solicitations for goods and services associated with electric vehicle charging stations.
 - i. *It is also the intent of this document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder and properly authorized inter-local purchasing agreements as provided for by R.C.W. 39.34, the right to purchase the same equipment, product or service at the prices quoted and for the period of the contract. Each bidder shall indicate on the Proposal form if they will honor political subdivision orders in accordance with contract terms and conditions, in addition to orders from the _____. The _____ does not accept any responsibility for purchase orders issued by other public agencies.*

5. **Allocation of Costs.** The Parties shall be responsible for their own costs associated with administering this Agreement and shall retain ownership of the equipment and facilities associated with electric vehicle charging stations in their respective service areas unless agreed to otherwise.
6. **Administration.** This Agreement shall not require formation of any new governance entity. The Agreement will be jointly administered by the Parties pursuant to RCW 39.34.030(4). Coordination of the activities and meetings associated with this Agreement shall be facilitated through the Parties active participation in the MCEI.
7. **Exchange of Information/Confidentiality.** The Parties may exchange information as needed to facilitate the collaborative efforts. To the extent the Parties have access to sensitive and confidential materials, including, but not limited to, attorney-client privileged documents, e-mails, and social security numbers, a Party shall not exchange that information if it would become a public record subject to disclosure. Employees of the Parties shall not disclose this information to any person without the prior written permission of the Party who maintains the information. This section shall remain in effect beyond the termination of this Agreement.
8. **Allocation of Liability/Indemnification.** The Parties agree that:
 - a. Each of the Parties to this Agreement shall be solely responsible for the acts or omissions of its employees, agents and contractors.
 - b. Subject to the provisions of Section 4 c., each of the Party(ies) to this Agreement shall indemnify and hold the other Party harmless from liability, obligation or claims arising solely from the negligent actions or omissions of the indemnifying Party, to the extent permitted by law. In the event the liability, obligation or claim arises from the joint action or inaction of the Parties, then each Party shall be responsible to the extent that its negligent action or inaction contributed to the liability, obligation or claim.
 - c. Each of the Parties to this Agreement shall indemnify and hold the other Party(ies) harmless from any environmental claims and liabilities that derive from transport, installation, maintenance, use, ownership or decommissioning of the Parties' separate equipment and facilities, and will also indemnify each other for any such claims deriving from the Parties' individual transport, installation, maintenance, use, or decommissioning of Shared Property, to the extent otherwise allowed by law. The Parties shall defend and share equally in environmental claims or liability deriving from Shared Property for which neither Party has greater responsibility.

- d. This section shall remain in effect beyond the termination of this Agreement.
9. **Non-Delegation/Non-assignment.** No Party may delegate the performance of any contractual obligation to a third Party unless mutually agreed in writing. No Party may assign this Agreement without the written consent of the other Parties.
10. **No Third Party Rights.** Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of nonperformance hereunder.
11. **Term and Termination.** This Agreement shall commence on the date it is signed by the Parties and end on the fifth anniversary date of the Agreement. The parties may by mutual agreement extend the term of this Agreement in one year installments. Any Party may withdraw from this Agreement with ninety (90) days written notice to the non-withdrawing Parties. Any liability or obligation incurred by the withdrawing Party prior to the date of withdrawal and not satisfied prior to the date of withdrawal shall remain in the obligation or liability of the withdrawing Party and must be satisfied within thirty (30) days from the date of withdrawal.
12. **Compliance with Law.** The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
13. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
14. **Dispute Resolution/Venue.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level.
15. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.
16. **Notices.** All notices required by this Agreement shall be considered given when delivered in person, by confirmed facsimile, or sent by first class U.S. mail, postage prepaid, duly placed in the U.S. mail, or by overnight delivery service, directed to the

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

- 17. Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the others with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Benton), Exhibit B (Franklin) and Exhibit C (City). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: Chad Bartram

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

attention of the following:

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

- 17. Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the others with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Benton), Exhibit B (Franklin) and Exhibit C (City). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: Tim Nies

Title: General Manager

Date: May 31, 2016

CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

Benton:

Chad Bartram
General Manager

Franklin:

Tim Nies
General Manager

City:

Robert Hammond
Energy Services Director

17. **Evidence of Authority.** This Agreement shall be executed in originals. Upon execution of this Agreement, each party shall provide the others with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (Benton), Exhibit B (Franklin) and Exhibit C (City). A copy of the executed Agreement shall be filed with the Benton County auditor as provided in RCW 39.34.040.

In Witness Whereof, the Parties have signed this Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: General Manager

Date: April 26, 2016

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

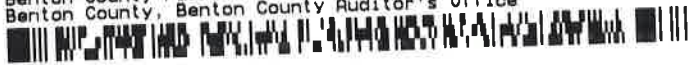
Date: _____

CITY OF RICHLAND, WASHINGTON

By: Cynthia D. Reents
Cynthia D. Reents, ICMA-CM *hdc*

Title: City Manager

Date: 6/8/16



RETURN TO:
Benton PUD
PO Box 6270
Kennewick, WA 99336

COR Contract No. 125-16

Document Title(s) (or transactions contained therein):

1. First Amended Interlocal Cooperative Agreements for Installation of Electric Vehicle Charging Stations Between Public Utility District No. 1 of Benton County, Washington, Public Utility District No. 1 of Franklin County, Washington, The City of Richland, Washington, and Energy Northwest

Reference Number(s) of Documents assigned or released:

1. 2016-021288 AGR
(all on page 1 of document(s))

Grantor(s) (Last name first, then first name and initials)

1. Public Utility District No. of Benton County, Washington
2. The City of Richland, Washington
3. Public Utility District No. 1 of Franklin County, Washington
4. Energy Northwest

Additional names on page ____ of document

Grantee(s) (Last name first, then first name and initials)

1. Public Utility District No. of Benton County, Washington
2. The City of Richland, Washington
3. Public Utility District No. 1 of Franklin County, Washington
4. Energy Northwest

Additional names on page ____ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document or verify the accuracy or completeness of the indexing information provide herein.

**FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR INSTALLATION
OF ELECTRIC VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, PUBLIC
UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON, THE CITY OF
RICHLAND, WASHINGTON, AND ENERGY NORTHWEST**

BY THIS FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT, hereinafter referred to as "Agreement", entered into by latest date of signature below; PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON, a municipal corporation of the State of Washington; hereinafter referred to as "Benton", PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN COUNTY, WASHINGTON; a municipal corporation of the State of Washington, hereinafter referred to as "Franklin", CITY OF RICHLAND, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Energy Northwest, a municipal corporation and joint operating agency of the State of Washington, hereinafter referred to as "EN", collectively referred to as "Parties" and individually as "Party" enter into the following agreement:

WHEREAS, Chapter 39.34, RCW (Interlocal Cooperation Act) permits public agencies, including the Parties herein, to make the most efficient use of their powers by enabling them to cooperate with other localities and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; AND

WHEREAS, in April 2016, Benton, Franklin, and the City entered into an Interlocal Agreement for Installation of Electric Vehicle Charging Stations; AND

WHEREAS, EN too wishes to participate in said Interlocal Agreement for Installation of Electric Vehicle Charging Stations; AND

WHEREAS, the Parties to said Interlocal Agreement for Installation of Electric Vehicle Charging Stations and EN wish to add EN to said Interlocal Agreement through the execution of this First Amendment to the Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties do hereby mutually agree as follows:

- 1. Amendment to the Preamble to the Interlocal Agreement to Add Energy Northwest to the Interlocal Agreement.** The Preamble to the Interlocal Agreement is amended to add Energy Northwest, a municipal corporation and joint operating agency of the State of Washington, as a Party to the Interlocal Agreement. Energy Northwest shall be

included in the terms "Party" and "Parties." By executing this First Amendment, Energy Northwest agrees to the terms and conditions of the Interlocal Agreement.

2. **Amendment to Title of the Interlocal Agreement.** The title of the Interlocal Agreement is amended to read as follows:

**FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR
INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY,
WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY, WASHINGTON, THE CITY OF RICHLAND, WASHINGTON,
AND ENERGY NORTHWEST**

3. **No Further Changes or Modifications.** Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.
4. **Execution.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
5. **Filing.** This First Amendment shall be filed with the Benton County Auditor in accordance with RCW 39.34.040 prior to its entry in force.

In Witness Whereof, the Parties have signed this First Amended Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: Chad M. Matthews

Title: GENERAL MGR

Date: 1/9/17

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

Washington, as a Party to the Interlocal Agreement. Energy Northwest shall be included in the terms "Party" and "Parties." By executing this First Amendment, Energy Northwest agrees to the terms and conditions of the Interlocal Agreement.

2. **Amendment to Title of the Interlocal Agreement.** The title of the Interlocal Agreement is amended to read as follows:

**FIRST AMENDED INTERLOCAL COOPERATIVE AGREEMENT FOR
INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS
BETWEEN
PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY,
WASHINGTON, PUBLIC UTILITY DISTRICT NO. 1 OF FRANKLIN
COUNTY, WASHINGTON, THE CITY OF RICHLAND, WASHINGTON,
AND ENERGY NORTHWEST**

3. **No Further Changes or Modifications.** Except as otherwise specifically provided in this First Amendment, the terms, conditions, and provisions of the Interlocal Agreement shall remain in full force and effect.
4. **Execution.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.
5. **Filing.** This First Amendment shall be filed with the Benton County Auditor in accordance with RCW 39.34.040 prior to its entry in force.

In Witness Whereof, the Parties have signed this First Amended Agreement as of the day and year written below.

**PUBLIC UTILITY DISTRICT NO. 1
OF BENTON COUNTY, WASHINGTON**

By: _____

Title: _____

Date: _____

**PUBLIC UTILITY DISTRICT NO. 1
OF FRANKLIN COUNTY, WASHINGTON**

By:  _____

Title: General Manager

Date: 01/03/2017

CITY OF RICHLAND, WASHINGTON

By: C. Reents

Cynthia D. Reents, ICMA-RC
Title: City Manager *How*

Date: 12/22/16

ENERGY NORTHWEST

By: _____

Title: _____

Date: _____

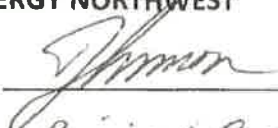
CITY OF RICHLAND, WASHINGTON

By: _____

Title: _____

Date: _____

ENERGY NORTHWEST

By: 

Title: Principal Contract Officer

Date: 1-10-17



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 72-17, Authorizing Two Purchase and Sale Agreements with Steven Mansfield for the Reata-to-Dallas Transmission Line

Department:

Energy Services

Ordinance/Resolution Number:

72-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 72-17, authorizing the City Manager to sign and execute Purchase and Sale Agreements with Steven Mansfield, and all related closing documents necessary for the acquisition of easements for the Reata-to-Dallas Transmission Line.

Summary:

The City of Richland's Energy Services Department (RES) staff, with the assistance of HDR Engineering Inc., has negotiated the proposed Purchase and Sale Agreements for the purpose of acquiring a transmission line easement. These are two of five easement acquisitions needed to complete the transmission corridor, which will provide service to the Dallas Road Substation. The Reata-to-Dallas Transmission Line is key in RES' long-range plan to serve future growth in the Badger Mountain South area.

Staff recommends adoption of Resolution No. 72-17.

Fiscal Impact:

The purchase cost is \$42,000. Property easement purchases are included in the City's 2017 Capital Improvement Plan for the Electric Utility on page 36.

Attachments:

1. Proposed Resolution No. 72-17
2. Proposed Agreement - Lot 1
3. Proposed Agreement - Lot 2

RESOLUTION NO. 72-17

A RESOLUTION of the City of Richland authorizing execution of Purchase and Sale Agreements with Steven Mansfield for the purchase of property interests necessary for the Reata-to-Dallas Transmission Line.

WHEREAS, the Richland Energy Services Department (RES), with consulting services provided by HDR Engineering Inc. (HDR), completed a Long Range Plan (Plan) for the City's electric utility in December, 2014; and

WHEREAS, a primary objective of the Plan was to identify targeted infrastructure improvements required in order to sustain reliable service to existing electric utility customers; and

WHEREAS, the City has future plans to build a new substation (Dallas Rd Substation) near Dallas Road, and has submitted an interconnection request to the Bonneville Power Administration (BPA) to interconnect a new 115-kV transmission line to the Reata Line (Reata-to-Dallas Line) as a means of providing service to the Dallas Rd Substation; and

WHEREAS, the construction of a 115-kV transmission line (Sunset Road-to-Dallas Line) by Benton PUD from the Sunset Road Line to the Dallas Rd Substation would provide the means for redundant BPA transmission services in the project area, including the existing Benton PUD substations and future City and Benton PUD substations; and

WHEREAS, as part of the planning process, RES identified easements required for constructing and maintaining the Reata-to-Dallas Line; and

WHEREAS, RES, through consultant HDR, negotiated terms and prepared Purchase and Sale Agreements for two of the easements necessary to construct and maintain the Reata-to-Dallas Line; and

WHEREAS, property owner Steven Mansfield is in agreement with the terms negotiated by HDR as represented in the Purchase and Sale Agreements presented for Council consideration; and

WHEREAS, RES and Benton PUD conducted an open house on March 28, 2017, during which they providing property owners adjacent to the transmission line easement with a project description and schedule, as well as an opportunity to discuss any concerns with staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, that the City Manager is authorized to sign and execute the Purchase and Sale Agreements and all associated transaction closing documents necessary to purchase

transmission easements on Lot 1 and Lot 2 from property owner Steven Mansfield for a total of \$42,000.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of April, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **STEVEN A. MANSFIELD**, an individual, owned solely as his separate property ("Seller").

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

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

A portion of the Southwest $\frac{1}{4}$ of Section 4, Township, 8 North, Range 28 East, W.M. Benton County, Washington as shown in attached **Exhibit A**.

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

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

1.4. Timing of Conveyance. The Permanent Easement described in Section 1.1 shall be conveyed to Purchaser within ten (10) days of execution of this Agreement. Conveyance shall be by means of a Permanent Easement Deed prepared by Purchaser and approved by Seller.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property Rights identified herein the sum of **thirty-two thousand five hundred dollars (\$32,500)**.

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

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

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

4. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 4 of this Agreement shall survive the delivery and recording of the Permanent Easement Deed from Seller to Purchaser.

5. Casualty and Condemnation.

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

proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

5.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 5.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 5.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

7. Miscellaneous.

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

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

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

TO SELLER:

Steven A. Mansfield
82647 E. Reata Road
Richland, WA 99338

TO PURCHASER:

City of Richland
Attn: Energy Services Director
505 Swift Blvd. MS-21
Richland, WA 99352
Phone: (509) 942-7403
Fax: (509) 942-7405

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

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

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

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

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

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

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

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

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

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

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

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

7.15 Contingencies. The City of Richland hereby accepts the revised cost of the easement to be \$32,500. The City of Richland agrees that no more than two (2) poles are needed for this project and agrees to install or pay for the installation of two (2) gates, one at the entrance to the Mansfield's property and the second one between Lots 1 and 2. The City of Richland further agrees to fence around the down guy anchors at the crossing pole behind the Mansfield's home and agrees to allow the Mansfield's to plant trees (25-ft maximum height) within the outer 10-ft. of the 55-ft. easement being granted to the City of Richland. The City of Richland will allow the Mansfield's to install irrigation lines within the 55-ft. easement in such a location not to interfere with the use intended by the City of Richland.

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

STEVEN A. MANSFIELD - SELLER

CITY OF RICHLAND - PURCHASER

Steven A. Mansfield

Date

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

Date

Marcia Hopkins
City Clerk

Date

Seller's Legal Counsel:

Approved as to Form:

By: _____

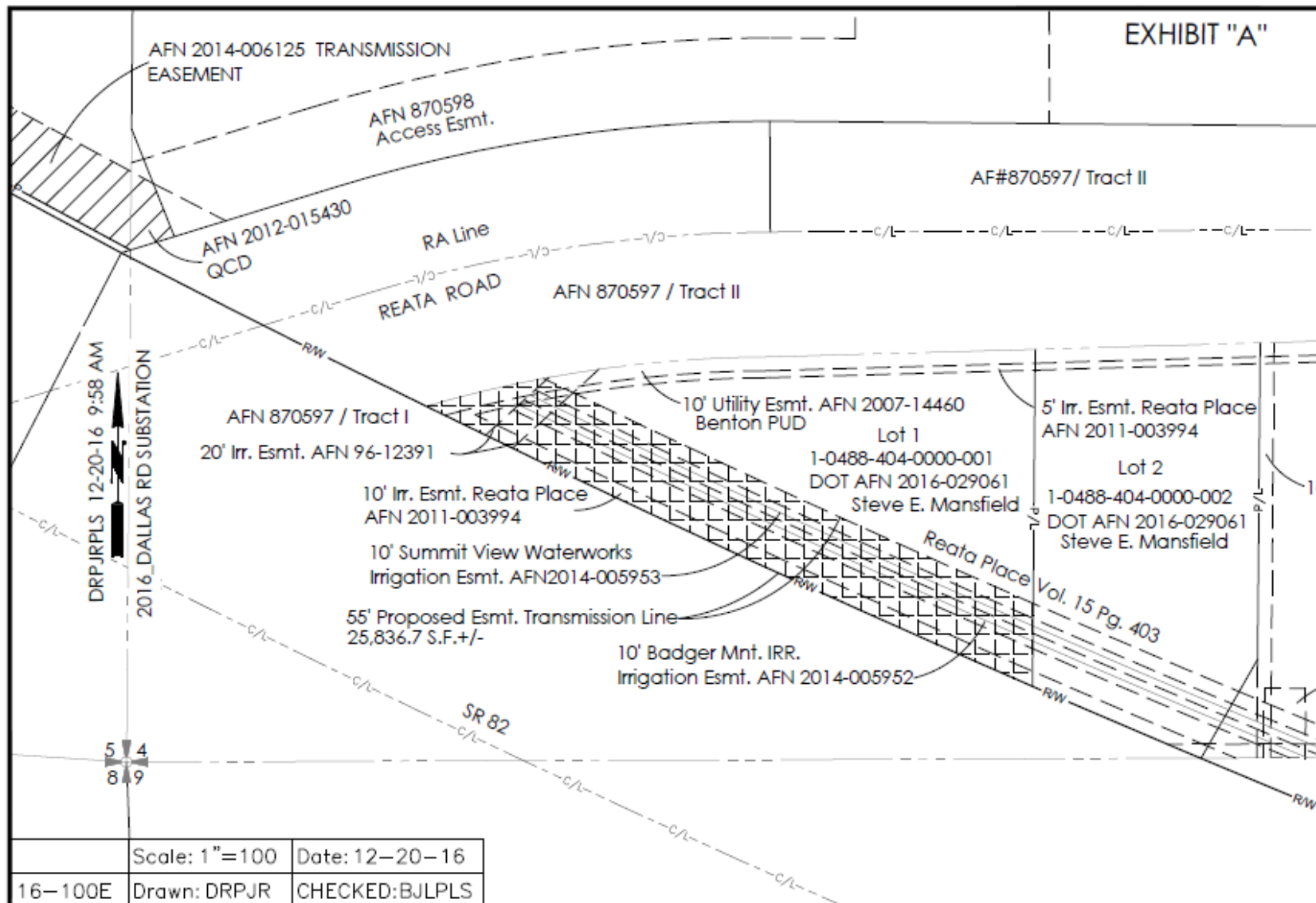
Heather Kintzley, Richland City Attorney

EXHIBIT A

A portion of the Southwest $\frac{1}{4}$ of Section 4, Township, 8 North, Range 28 East, W.M. Benton County, Washington, described as follows:

The Southerly 55.00 feet of Lot 1 of the Final Plat of Reata Place as recorded in Volume 15 of Plats on Page 403 records of said County and State, running along and contiguous with the Northerly right-of-way of State Route 82, as shown on Washington State Department of Transportation (WDOT) right-of-way and Limited Access Plans SR 82 MP 100.66 to MP 113.64 Goose Gap Road Vicinity to SR 14. (See Benton County Superior Court Cause No. 82-2-00889-6 Tract "B").

EXHIBIT "A"



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

This Agreement for Purchase and Sale of Real Property ("Agreement") is made and entered into this ____ day of April, 2017 between the **CITY OF RICHLAND**, a Washington municipal corporation ("Purchaser"), and **STEVEN A. MANSFIELD**, an individual, owned solely as his separate property. ("Seller").

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

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

A portion of the Southwest ¼ of Section 4, Township, 8 North, Range 28 East, W.M. Benton County, Washington, as shown on attached **Exhibit A**.

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

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

1.4. Timing of Conveyance. The Permanent Easement described in Section 1.1 shall be conveyed to Purchaser within ten (10) days of execution of this Agreement. Conveyance shall be by means of a Permanent Easement Deed prepared by Purchaser and approved by Seller.

2. Purchase Price. Purchaser shall pay to Seller as the Purchase Price for the Property Rights the sum of **nine thousand five hundred dollars (\$9,500)**.

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

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

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

4. Covenants, Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.4. Survival of Covenants. The covenants, representations, and warranties contained in Section 4 of this Agreement shall survive the delivery and recording of the Permanent Easement Deed from Seller to Purchaser.

5. Casualty and Condemnation.

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

by Seller. At closing, Seller shall assign to Purchaser Seller's full interest in any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

5.2. Immaterial Casualty or Condemnation. If, prior to the closing date, the Property shall sustain damage caused by casualty which is not described in Section 5.1., or a taking or condemnation has occurred, or is imminently threatened, which is not described in Section 5.1., neither Purchaser nor Seller have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to the cost to repair that portion of the Property so damaged by insured casualty, or an amount equal to the anticipated condemnation award, as applicable. At closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

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

7. Miscellaneous.

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

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

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

TO SELLER:

Steven A. Mansfield
82647 E. Reata Road
Richland, WA 99338

TO PURCHASER:

City of Richland
Attn: Energy Services Director
505 Swift Blvd. MS-21
Richland, WA 99352
Phone: (509) 942-7403
Fax: (509) 942-7405

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

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

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

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

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

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

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

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

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

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

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

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

7.15 Contingencies. The City of Richland hereby accepts the revised cost of the easement to be \$9,500. The City of Richland agrees that no more than two (2) poles are needed for this project and agrees to install or pay for the installation of two (2) gates, one at the entrance to the Mansfield's property and the second one between Lots 1 and 2. The City of Richland further agrees to fence around the down guy anchors at the crossing pole behind the Mansfield's home and agrees to allow the Mansfield's to plant trees (25-ft maximum height) within the outer 10-ft. of the 55-ft. easement being granted to the City of Richland. The City of Richland will allow the Mansfield's to install irrigation lines within the 55-ft. easement in such a location not to interfere with the use intended by the City of Richland.

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

STEVE A. MANSFIELD - SELLER

CITY OF RICHLAND - PURCHASER

STEVEN A. MANSFIELD

Date

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

Date

Marcia Hopkins
City Clerk

Seller's Legal Counsel:

Approved as to Form:

By: _____

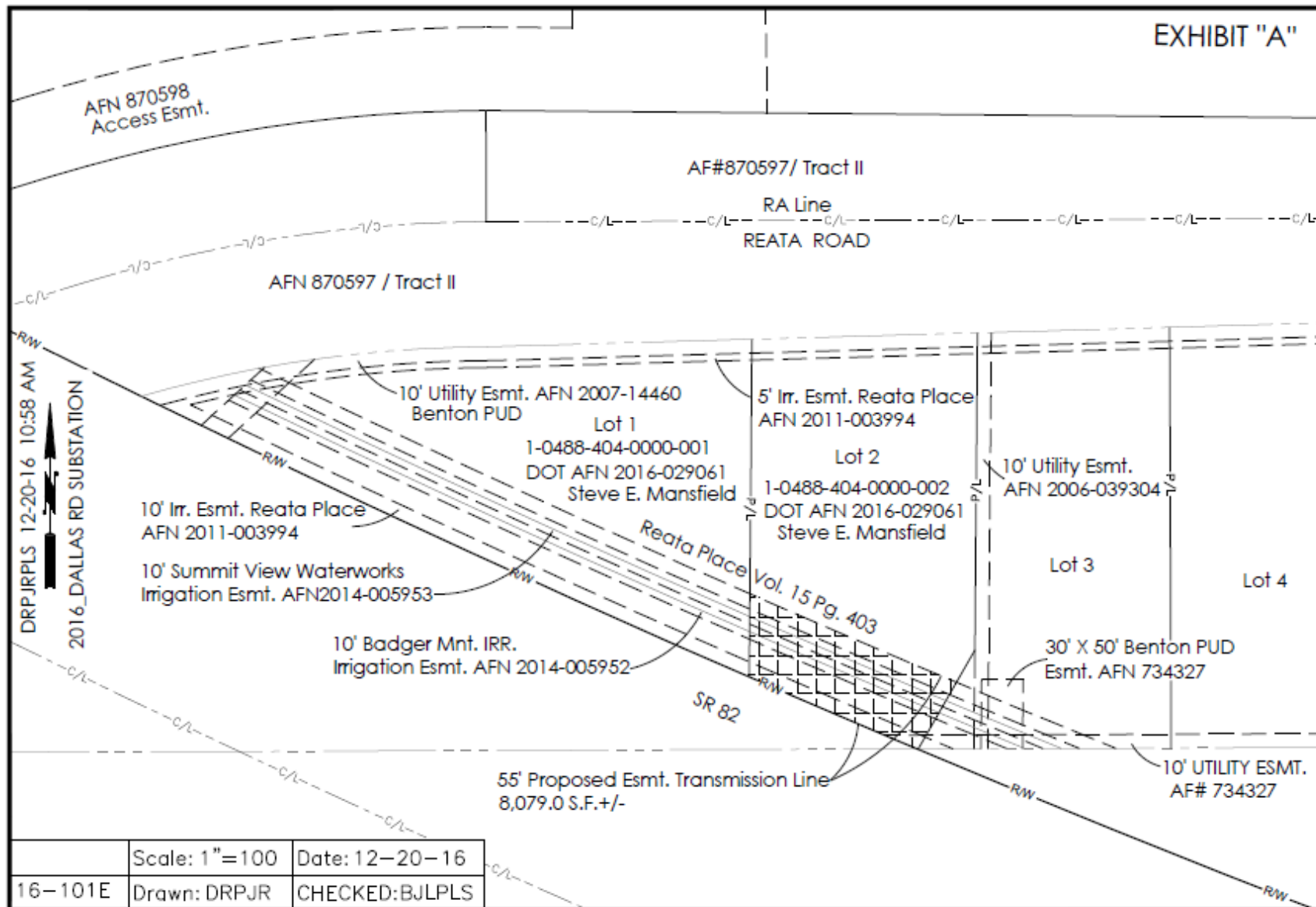
Heather Kintzley, Richland City Attorney

EXHIBIT A

A portion of the Southwest $\frac{1}{4}$ of Section 4, Township, 8 North, Range 28 East, W.M. Benton County, Washington, described as follows:

The Southerly 55.00 feet of Lot 2 of the Final Plat of Reata Place as recorded in Volume 15 of Plats on Page 403 records of said County and State, running along and contiguous with the Northerly right-of-way of State Route 82, as shown on Washington State Department of Transportation (WDOT) right-of-way and Limited Access Plans SR 82 MP 100.66 to MP 113.64 Goose Gap Road Vicinity to SR 14. (See Benton County Superior Court Cause No. 82-2-00889-6 Tract "B").

EXHIBIT "A"





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 74-17, Authorizing Relinquishment of an Easement within 1820 Davison Avenue

Department:
Public Works

Ordinance/Resolution Number:
74-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 74-17, authorizing the relinquishment of an easement within 1820 Davison Avenue.

Summary:

The property owners at 1820 Davison Avenue have requested the relinquishment of an existing utility easement lying within their property. The easement was created with the recording of the Plat of Richland in 1956 and contained a water line. The water line was taken out of service in 2008 when a new water line was installed in the existing street right-of-way.

In reviewing the request, staff has determined that the existing easement is no longer necessary. State law provides for the disposal of surplus property originally required for public utility purposes. A public hearing was held tonight concerning the waterline easement relinquishment. Unless new information is delivered at the public hearing, staff recommends adoption of the resolution and relinquishment of the easement.

Fiscal Impact:

The applicant will fund the small administrative costs associated with this action.

Attachments:

- I. Res. No. 74-17 Relinquishing Waterline Easement

RESOLUTION NO. 74-17

A RESOLUTION of the City of Richland declaring surplus a certain waterline easement lying within 1820 Davison Avenue.

WHEREAS, Bruce R. & Lynda L. Lang have requested that an existing abandoned waterline easement lying within 1820 Davison Avenue be relinquished; and

WHEREAS, this easement was created with the recording of the Plat of Richland on April 1, 1956; and

WHEREAS, the original waterline was taken out of service in 2008 with the installation of a new waterline placed in the existing street right-of-way; and

WHEREAS, staff has conducted an analysis determining that this existing easement is no longer necessary; and

WHEREAS, RCW 35.94.040 provides for the disposal of surplus property originally required for public utility purposes; and

WHEREAS, notice was published on April 16, 2017 that a public hearing would be held on this date concerning the relinquishment of this easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that this existing easement, originally acquired for the purpose of a waterline easement and described as follows, is hereby found to be surplus to the City's needs:

A portion of the Northeast $\frac{1}{4}$ of Section 02, Township 9 North, Range 28 East, W.M., City of Richland, Benton County, Washington, described as follows:

A portion of Lot 10 Block 819 of the Plat of Richland as recorded in Volumes 6 & 7 of Plats records of said County and State, more particularly described as follows:

That portion of an existing utility easement (abandoned waterline) lying within said Lot 10 and as shown on easement sheet 43-D, lying Northerly of the following described line.

Beginning at the Southeast corner of said Lot 2; Thence North $01^{\circ}30'01''$ East a distance of 40.00 feet along the Easterly line of said Lot 10 to the Southwest corner of Lot 14 Block 819 of said Plat of Richland, and the TRUE POINT of BEGINNING; Thence North $88^{\circ}29'59''$ West a distance of 24.08 to a point on the West line of said

existing utility easement (abandoned waterline) and the terminus of said line.

See attached Exhibit A

BE IT FURTHER RESOLVED that the consideration covering administrative processing fees shall be paid by the applicant; and

BE IT FURTHER RESOLVED that the City Manager of the City of Richland is authorized to sign a relinquishment document to release the City of Richland's interest in this easement to Bruce R. & Lynda L. Lang and deliver the same upon payment.

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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

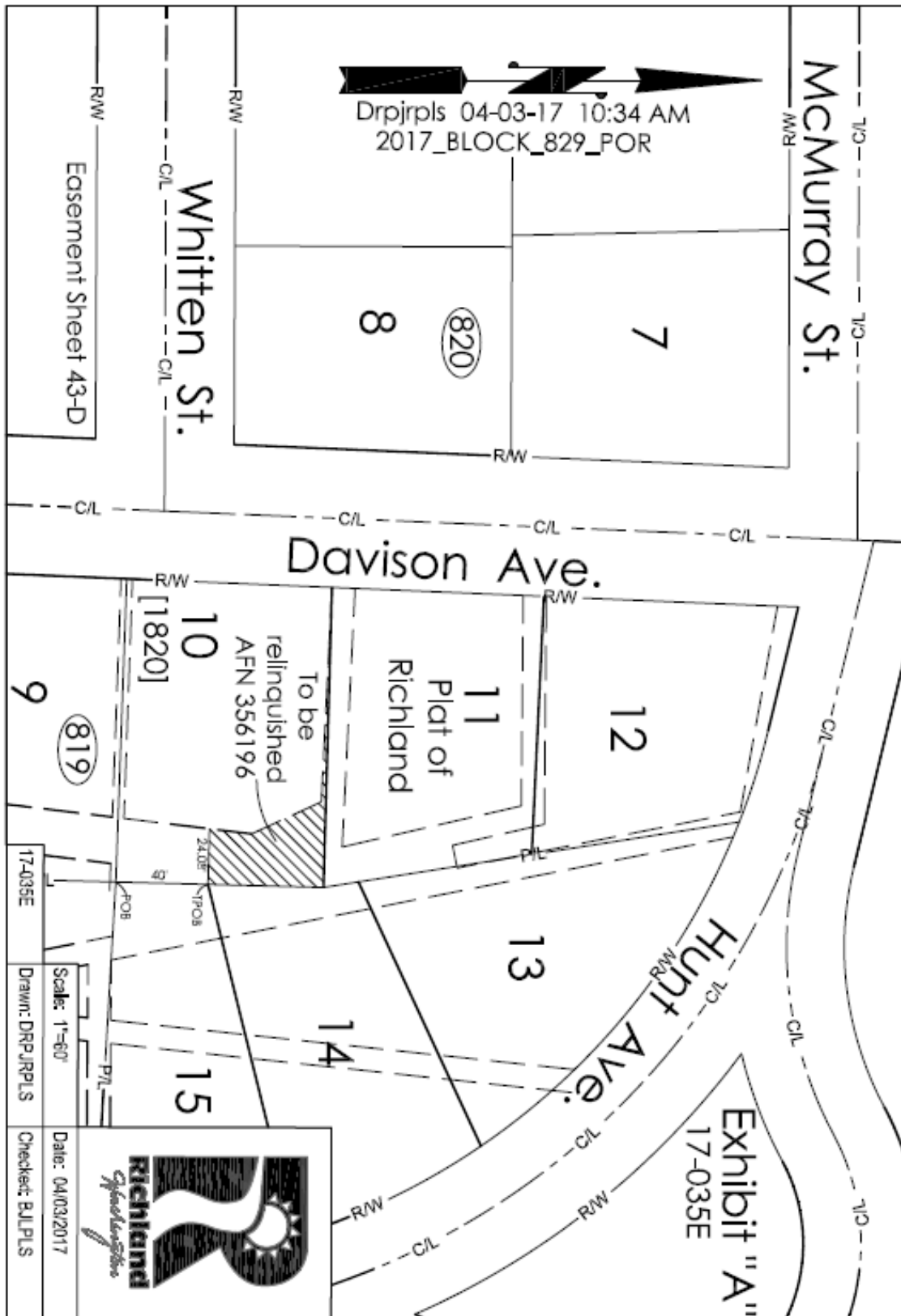
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Exhibit A





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 77-17, Expressing Appreciation to Clifford Clark for Service on the Richland Planning Commission

Department:
City Attorney

Ordinance/Resolution Number:
77-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 77-17, expressing appreciation to Clifford Clark for his service on the Richland Planning Commission.

Summary:

Clifford Clark was appointed to the Richland Planning Commission in January, 2009, and served until his second term expired on March 31, 2017.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 77-17

RESOLUTION NO. 77-17

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Clifford Clark for the service he rendered to the City as a member of the Planning Commission.

WHEREAS, Mr. Clark was first appointed to the Planning Commission in January, 2009 and served over eight (8) years until his term ended on March 31, 2017.

WHEREAS, Mr. Clark faithfully dedicated his time, knowledge, and talents for the benefit of the citizens of Richland; and

WHEREAS, Mr. Clark's tenure on the Commission occurred during a period characterized by rapid growth and development throughout the City, during which time the Planning Commission accomplished significant work in the review of development applications; establishing a Central Business District zone; reviewing proposed plans for the expansion of the Kadlec Regional Hospital campus and the Swift Corridor; updating the City's Shoreline Master Program, and developing sidewalk use regulations; and

WHEREAS, Mr. Clark has faithfully assisted in revising and updating the City's Municipal Code related to zoning, the Comprehensive Plan, and the Badger Mountain South Subarea Plan; and

WHEREAS, Mr. Clark also assisted in providing recommendations for the distribution of Community Development Block Grant (CDBG) funds for a variety of projects and agencies.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Clifford Clark, their appreciation for the service he rendered to the City during his tenure as a member of the Planning 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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 78-17, Awarding Bid to Boswell Asphalt Paving Solutions, Inc. for the 2017 Microsurfacing Project

Department:
Public Works

Ordinance/Resolution Number:
78-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 78-17, authorizing the City Manager to sign and execute an agreement with Boswell Asphalt Paving Solutions, Inc. for the 2017 Microsurfacing Project.

Summary:

In 2013, the City evaluated the condition of all the city streets and began implementing a Pavement Management Program. Microsurfacing is one of the several treatments the City will use to preserve the roadways, along with full reconstruction projects and overlay projects. A microsurface is a pavement treatment that extends the life of the pavement and reduces the need for the more expensive rehabilitation projects.

This year's project covers parts of three streets: Queensgate Drive from I-182 to Truman, Leslie Road from Gage Boulevard to Columbia Park Trail, and Steptoe from the railroad tracks to just south of Canyon.

In addition to the microsurfacing this project includes, both ADA ramp installations (required on all microsurfacing project roadways) and crack sealing were bid as alternatives. In years past, this work has been completed by the City's Streets Division. Due to time constraints, staff determined the best approach was to include these elements with the bid project.

On April 10, 2017, three bids were received. The low bid was \$334,434.50 (including alternatives), and the high bid was \$409,135.08. Engineer's estimate was \$441,536.00. Due to the favorable price, both the alternatives will be awarded.

Installation of the microsurfacing is scheduled for this summer, with the work taking about a week total to complete. ADA ramp installation and crack sealing will be taking place this spring / early summer, prior to the microsurfacing.

A public outreach program has been designed to support the project. The outreach program will include direct mail materials, website content, and timely notices by the contractor.

Staff recommends awarding this project.

Fiscal Impact:

Council approved the 2017 Capital Improvement Plan on November 15, 2016, which included a budget of \$1,480,000 for the Pavement Preservation Program. This budget is used for multiple bid projects for roadway maintenance projects. A detail Budget Summary is attached identifying budget and expenses to-date. Total costs of the microsurfacing project are estimated at \$459,435. After award of this contract, there is approximately \$602,165 remaining in the program budget.

Attachments:

- I. Res. No. 78-17, 2017 Microsurfacing Bid Award

-
2. 2017 Microsurfacing Bid Tab
 3. 2017 Microsurfacing Vicinity Map
 4. 2017 Microsurfacing Budget Summary

RESOLUTION NO. 78-17

A RESOLUTION of the City of Richland authorizing the award of bid to and execution of a construction contract with Boswell Asphalt Paving Solutions, Inc. for the 2017 Microsurfacing Project.

WHEREAS, the 2017–2031 Capital Improvement Plan includes a fully-funded project titled Pavement Preservation Program; 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 three (3) bids on April 10, 2017; and

WHEREAS, Boswell Asphalt submitted the lowest responsible bid of the three (3) received; and

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

WHEREAS, it is in the City’s best interest to proceed to complete the project in accordance with the Capital Improvement Plan, project design and the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract award to Boswell Asphalt Paving Solutions, Inc. in the amount of \$334,434.50, and execute change orders up to the amount of \$50,000 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 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED: April 10, 2017

ITB # 17-0028

2017 MICROSURFACING

				ENGINEER'S ESTIMATE		BOSEWELL ASPHALT PAVING SOLUTIONS, INC MERIDIAN, ID		INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A: MICROSURFACING BASE BID								
A-1	Mobilization.	1	LS	\$25,000.00	25,000.00	50,000.00	50,000.00	29,000.00	29,000.00
A-2	SPCC plan (all schedules).	1	LS	250.00	250.00	1,200.00	1,200.00	1,000.00	1,000.00
A-3	Project temporary traffic control.	1	LS	10,000.00	10,000.00	1,575.00	1,575.00	24,990.40	24,990.40
A-4	Flaggers & spotters.	80	HR	60.00	4,800.00	52.50	4,200.00	63.00	5,040.00
A-5	Micro-surfacing, Type III.	52,876	SY	2.75	145,409.00	2.20	116,327.20	2.45	129,546.20
A-6	Removing plastic line.	36,920	LF	0.75	27,690.00	0.26	9,599.20	0.25	9,230.00
A-7	Removing plastic crosswalk line & stop bar.	289	SF	3.00	867.00	4.20	1,213.80	4.00	1,156.00
A-8	Removing plastic traffic markings.	19	EA	80.00	1,520.00	94.50	1,795.50	90.00	1,710.00
A-9	Temporary pavement markings	35,000	LF	0.30	10,500.00	0.20	7,000.00	0.18	6,300.00
A-10	Portable changeable message sign.	200	HR	10.00	2,000.00	9.71	1,942.00	35.00	7,000.00
SCHEDULE A: MICROSURFACING BASE BID SUBTOTAL					\$228,036.00	\$194,852.70		\$214,972.60	
0% SALES TAX					-	-		-	
SCHEDULE A: MICROSURFACING BASE BID TOTAL					\$228,036.00	\$194,852.70		\$214,972.60	
	ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK								
A1-1	Mobilization.	1	LS	\$5,000.00	5,000.00	2,375.00	2,375.00	7,000.00	7,000.00
A1-2	Project temporary traffic control.	1	LS	5,000.00	5,000.00	3,675.00	3,675.00	2,250.00	2,250.00
A1-3	Flaggers & spotters.	100	HR	60.00	6,000.00	52.50	5,250.00	63.00	6,300.00
A1-4	Cement concrete sidewalk for ADA ramp.	296	SY	150.00	44,400.00	69.75	20,646.00	66.41	19,657.36
A1-5	Sawcutting cement concrete curb.	320	LF	25.00	8,000.00	15.72	5,030.40	14.97	4,790.40
A1-6	Detectable warning surface.	224	SF	25.00	5,600.00	77.60	17,382.40	73.88	16,549.12
A1-7	Concrete curbing.	10	LF	60.00	600.00	29.40	294.00	27.66	276.60
A1-8	New catch basin casting (frame & grate).	2	EA	500.00	1,000.00	3,090.00	6,180.00	2,945.96	5,891.92
A1-9	Asphalt patching (3" ACP / 6" CSTC).	10	SY	100.00	1,000.00	1,000.00	10,000.00	147.00	1,470.00
ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK SUBTOTAL					\$76,600.00	\$70,832.80		\$64,185.40	
0% SALES TAX					-	-		-	
ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK TOTAL					\$76,600.00	\$70,832.80		\$64,185.40	

				ENGINEER'S ESTIMATE		BOSEWELL ASPHALT PAVING SOLUTIONS, INC MERIDIAN, ID		INTERMOUNTAIN SLURRY SEAL, INC RENO, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ADDITIONAL ALTERNATE 2: CRACK SEALING								
A2-1	Mobilization.	1	LS	\$5,000.00	5,000.00	1,392.50	1,392.50	7,000.00	7,000.00
A2-2	Project temporary traffic control.	1	LS	5,000.00	5,000.00	6,562.50	6,562.50	7,300.00	7,300.00
A2-3	Flaggers & spotters.	160	HR	60.00	9,600.00	52.50	8,400.00	55.00	8,800.00
A2-4	crack seal.	78,200	LF	1.50	117,300.00	0.67	52,394.00	0.70	54,740.00
ADDITIONAL ALTERNATE 2: CRACK SEALING SUBTOTAL					\$136,900.00		\$68,749.00		\$77,840.00
0% SALES TAX					-		-		-
ADDITIONAL ALTERNATE 2: CRACK SEALING TOTAL					\$136,900.00		\$68,749.00		\$77,840.00
SCHEDULE A: MICROSURFACING BASE BID					\$228,036.00		\$194,852.70		\$214,972.60
ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK					76,600.00		70,832.80		64,185.40
ADDITIONAL ALTERNATE 2: CRACK SEALING					136,900.00		68,749.00		77,840.00
GRAND TOTAL					\$441,536.00		\$334,434.50		\$356,998.00

City of Richland

DATE BIDS OPENED: April 10, 2017

ITB # 17-0028

2017 MICROSURFACING

TELFER PAVEMENT
TECHNOLOGIES, LLC
McCLELLAN, CA

PASCO, WA

Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: MICROSURFACING BASE BID									
A-1	Mobilization.	1	LS	40,000.00	40,000.00		-		-
A-2	SPCC plan (all schedules).	1	LS	2,000.00	2,000.00		-		-
A-3	Project temporary traffic control.	1	LS	15,000.00	15,000.00		-		-
A-4	Flaggers & spotters.	80	HR	50.00	4,000.00		-		-
A-5	Micro-surfacing, Type III.	52,876	SY	3.50	185,066.00		-		-
A-6	Removing plastic line.	36,920	LF	0.25	9,230.00		-		-
A-7	Removing plastic crosswalk line & stop bar.	289	SF	4.00	1,156.00		-		-
A-8	Removing plastic traffic markings.	19	EA	90.00	1,710.00		-		-
A-9	Temporary pavement markings	35,000	LF	0.18	6,300.00		-		-
A-10	Portable changeable message sign.	200	HR	10.00	2,000.00		-		-

SCHEDULE A: MICROSURFACING BASE BID SUBTOTAL

\$266,462.00

\$0.00

\$0.00

0% SALES TAX

-

-

-

SCHEDULE A: MICROSURFACING BASE BID TOTAL

\$266,462.00

\$0.00

\$0.00

ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK

A1-1	Mobilization.	1	LS	1,800.00	1,800.00		-		-
A1-2	Project temporary traffic control.	1	LS	1,500.00	1,500.00		-		-
A1-3	Flaggers & spotters.	100	HR	50.00	5,000.00		-		-
A1-4	Cement concrete sidewalk for ADA ramp.	296	SY	66.41	19,657.36		-		-
A1-5	Sawcutting cement concrete curb.	320	LF	45.00	14,400.00		-		-
A1-6	Detectable warning surface.	224	SF	73.88	16,549.12		-		-
A1-7	Concrete curbing.	10	LF	27.66	276.60		-		-
A1-8	New catch basin casting (frame & grate).	2	EA	2,946.00	5,892.00		-		-
A1-9	Asphalt patching (3" ACP / 6" CSTC).	10	SY	1,250.00	12,500.00		-		-

ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK SUBTOTAL

\$77,575.08

\$0.00

\$0.00

0% SALES TAX

-

-

-

ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK TOTAL

\$77,575.08

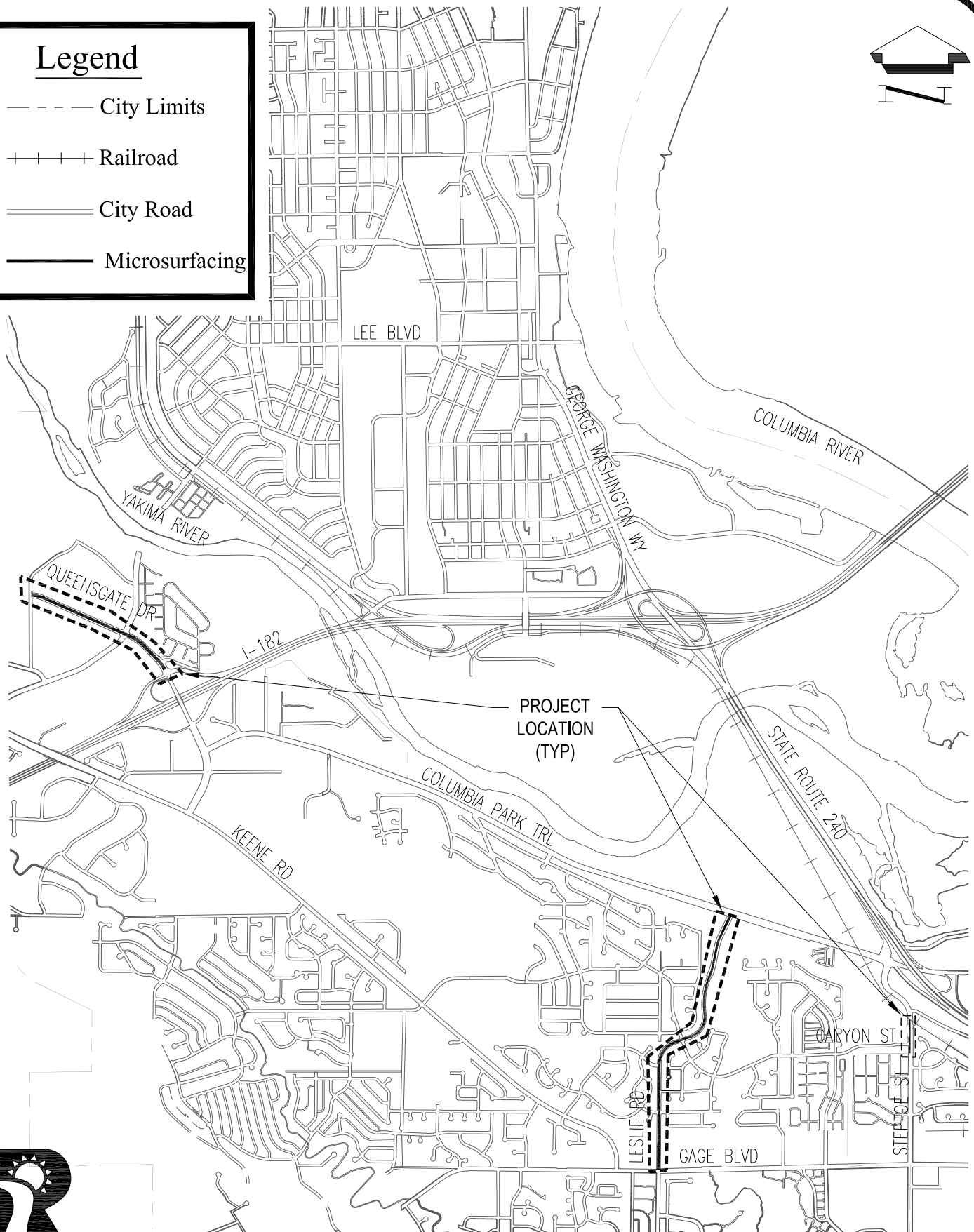
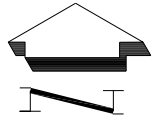
\$0.00

\$0.00

				TELFER PAVEMENT TECHNOLOGIES, LLC McCLELLAN, CA		PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	ADDITIONAL ALTERNATE 2: CRACK SEALING								
A2-1	Mobilization.	1	LS	850.00	850.00		-		-
A2-2	Project temporary traffic control.	1	LS	6,200.00	6,200.00		-		-
A2-3	Flaggers & spotters.	160	HR	50.00	8,000.00		-		-
A2-4	crack seal.	78,200	LF	0.64	50,048.00		-		-
ADDITIONAL ALTERNATE 2: CRACK SEALING SUBTOTAL					\$65,098.00		\$0.00		\$0.00
0% SALES TAX					-		-		-
ADDITIONAL ALTERNATE 2: CRACK SEALING TOTAL					\$65,098.00		\$0.00		\$0.00
SCHEDULE A: MICROSURFACING BASE BID					\$266,462.00		\$0.00		\$0.00
ADDITIONAL ALTERNATE 1: ADA CONCRETE WORK					77,575.08		-		-
ADDITIONAL ALTERNATE 2: CRACK SEALING					65,098.00		-		-
GRAND TOTAL					\$409,135.08		\$0.00		\$0.00

Legend

- City Limits
- ++++ Railroad
- == City Road
- Microsurfacing



CITY OF RICHLAND

2017 MICROSURFACING PROJECT

17-0028

DATE: 03-10-2017
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: o:\civil_projects - civil 3d\2017 pavement preservation projects_sow\01_engineering\6.0_drawings\2017_micro_cover.dwg

PAVEMENT PRESERVATION PROGRAM BUDGET SUMMARY

PROJECT FUNDING APPROVED AS FOLLOWS:

2017 PAVEMENT PRESERVATION PROGRAM FUNDS	\$1,480,000.00	2017 CIP pg 96
LESS 2017 TRANSPORTATION BENEFIT DISTRICT FUNDS	(250,000.00)	deferred to 2018
2016 PAVEMENT PRESERVATION CARRYOVERS	138,723.00	Ord 13-17
PORT OF BENTON SLURRY SEAL	48,770.00	} Ord 33-17
PORT OF BENTON CONTINGENCY	16,950.00	
TOTAL PROJECT FUNDING	\$1,434,443.00	

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

2017 Slurry Seal - DESIGN & CNST MGMT - PW ENG	\$ 15,000.00
2017 Microsurfacing - DESIGN & CNST MGMT - PW ENG	25,000.00
STRIPING & PAVEMENT MARKINGS - STREETS	50,000.00
2017 SLURRY SEAL CONSTRUCTION CONTRACT	307,843.43
CONTINGENCY	50,000.00
2017 MICROSURFACING CONSTRUCTION CONTRACT	334,434.50
CONTINGENCY	50,000.00
TOTAL PROJECT COST ESTIMATE	\$832,277.93

REMAINING PAVEMENT PRESERVATION BUDGET **\$602,165.07**



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from March 27, 2017 - April 7, 2017 for \$7,890,465.19 including Check Nos. 243607-243949, Wire Nos. 6407-6411, Payroll Check Nos. 117821-118324, and Payroll Wire/ACH Nos. 9864-9885

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from March 27, 2017, to April 7, 2017 in the amount of \$7,890,465.19.

Summary:

Breakdown of Expenditures:

Check Nos.	243607-243949	1,402,983.09
Wire Nos.	6407-6411	4,084,939.74
Payroll Check Nos.	117821-118324	26,059.17
Payroll Wires/ACH	9864-9885	2,376,483.19
TOTAL		\$7,890,465.19

Fiscal Impact:

Yes

Total Disbursements: \$7,890,465.19. Disbursements (wire transfers) include \$3,885,335.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
MARCH 27 - APRIL 7, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6407 to 6411		
Bonneville Power Administration	Purchase Power	3,885,335.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	181,200.25
Conover	Section 125	3,794.22
Zenith Administrators	Insurance Claims	14,610.27
	Total Claim Wire Transfers	\$ 4,084,939.74
Payroll Wires & Direct Deposits (ACH) - Wire No. 9864 to 9885		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,376,483.19
Total Claim & Payroll Wires/ACH		\$ 6,461,422.93

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
CITY OF RICHLAND		033017	243690	CASHIER SHORTAGE-JO/ROSA/SYLV	\$204.97
PETERS, JEFF		17-102 PETERS	243859	17-102 WSDOT LTAP	\$423.72
TALENT WISE INC		96684940	243666	BACKGROUND CHECKS-FEB	\$240.00
				UNASSIGNED TOTAL ****	\$868.69
Division: 001 CITY COUNCIL					
THOMPSON, ROBERT		17-105 THOMPSON	243894	17-105 ANNUAL WASTE MGMT CO	\$1,478.38
VERIZON WIRELESS	P057722	9781148200	243674	March cell phone charges	\$180.14
				CITY COUNCIL TOTAL ****	\$1,658.52
Division: 100 CITY MANAGER					
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$20.24
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$49.60
				CITY MANAGER TOTAL ****	\$69.84
Division: 101 CITY CLERK					
CODE PUBLISHING INC		55891	243786	RMC ELECTRONIC UPDATES 03/17	\$163.06
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$62.95
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$32.30
				CITY CLERK TOTAL ****	\$258.31
Division: 102 CITY ATTORNEY					
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$14.39
PUBLIC RISK MANAGEMENT ASSN WA CHAPTER		2017 DUES	243652	PRIMA MEMBERSHIP DUES 2017	\$150.00
SUMMIT LAW GROUP PLLC		83812	243883	EMPLOYEE INVESTIGATION-CD	\$6,171.00
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$51.39
				CITY ATTORNEY TOTAL ****	\$6,386.78
Division: 110 ASSISTANT CITY MANAGER					
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$33.73
				ASSISTANT CITY MANAGER TOTAL ****	\$33.73
Division: 111 COMMUNICATIONS & MARKETING					
MACHART, KELLY		032717	243841	REIMB FOR MILEAGE	\$28.89
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$1.19
				POSTAGE 03/01/17 TO 03/31/17	\$13.75
XEROX CORPORATION		088458468	243912	XU6-476287 BASE/PRINTS-MARCH	\$2,516.90
				XU6-476287 BASE/PRINTS-MARCH	\$425.01
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$0.27
				PHONE CHARGES 3/23-4/22/17	\$12.40
				PHONE CHARGES 3/23-4/22/17	\$12.53
				COMMUNICATIONS & MARKETING TOTAL ****	\$3,010.94



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 112 CABLE COMMUNICATIONS					
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$13.75
				CABLE COMMUNICATIONS TOTAL ****	\$13.75
Division: 113 HANFORD COMMUNITIES					
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$2.57
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$8.96
				HANFORD COMMUNITIES TOTAL ****	\$11.53
Division: 120 FIRE					
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$8.88
BLUE RUDDER		147	243762	BC LEADERSHIP COURSE SERIES	\$6,000.00
		148		DAY STAFF DISC ASSESSMT	\$2,531.00
BRINES, SCOTT		17-129 BRINES	243765	17-129 ICC FIRE INSPECTOR C	\$1,010.15
D&D TELECOMMUNICATION PROPERTIES LLC		333	243792	PERRY MONUMENT RD RENT-APRIL	\$760.07
EMERGENCY REPORTING		2017_1553	243801	ERS SUBSCRIPTION-APRIL	\$208.92
FRONTIER		03/17 2061880334	243812	VHF PHONE LINE 03/19-04/18/17	\$422.86
		03/17 2530045365		SILVER CLOUD PHONE LINE	\$66.64
MOTOROLA SOLUTIONS INC	P057624	13153181	243723	PAGER, 143-174MHZ FIVE CH UL I	\$842.91
	P057624			MINITOR VI PROGRAMMING CRADLE,	\$70.56
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$1.38
RAMSAY, KEITH		17-148 RAMSAY	243867	17-148 NFPA 25 SPRINKLER CO	\$53.38
RICHLAND ACE HARDWARE		212929	243871	SCREWS FOR EMPLOYEE BOARD	\$2.16
SPRINT		891160522-157	243880	RFD CELL PHONES 02/18-03/17/17	\$109.34
WROOLIE, MICHAEL		17-149 WROOLIE	243911	17-149 NFPA 25 SPRINKLER CO	\$53.38
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$182.29
				FIRE TOTAL ****	\$12,323.92
Division: 130 POLICE					
911 SUPPLY LLC	P057646	47982	243607	SHIPPING	\$11.78
	P057646			ADJUST FOR TAX	\$0.01
	P057646			EMBROIDERY "CRIME PREVENTION	\$14.66
	P057646			LOE700-BLACK-3XL OGIO LADIES	\$71.65
	P057646			EMBROIDERY "CODE ENFORCEMENT"	\$29.32
	P057646			8131-1-04-L BLAUER 8131-1 SS S	\$86.86
	P057646			LOE700-BLACK-XL OGIO ENDURANCE	\$65.14
	P057646			EMBROIDERY "CODE ENFORCEMENT"	\$14.66
BERGER, KEVIN		17-125 BERGER	243761	17-125 BOMB TRAINING	\$261.79
BUSH CAR WASH		3919	243768	VEHICLE WASHES-FEBRUARY (59)	\$368.75
CITY OF RICHLAND		17-043 HAYTER	243780	17-043 REID INTERVW & INTER	\$183.91
DESPAIN & ASSOCIATES INC	P057506	111706	243926	VISIDA DATA VISUALIZATION SOLU	\$6,510.57
DOMESTIC VIOLENCE SERVICES		23813	243796	DOMESTIC VIOLENCE SRVCS-FEB 17	\$888.50
ENTERPRISE RENT A CAR		03/17-45WA423	243626	17-081 CLARK CAR RENTAL	\$307.32



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FEDERAL EXPRESS CORP		5-740-36850	243807	MARCH SHIPPING CHARGES	\$42.89
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$65.82
GALLS, LLC	P057449	BC0391962	243701	TR506 TDKH 34 36 5.11 TACTICAL	\$54.29
	P057449			BC246 SHD GALLS CLIP ON BADGE	\$34.71
	P057449			JA935 BLK LG 5.11 TACTICAL SAB	\$271.49
	P057449			FT918 BLK 10.5M SALOMON QUEST	\$212.26
	P057449			TR667 MDNV 12 OB 5.11 TACTICAL	\$54.29
	P057449			SHIPPING	\$39.09
INTL ASSN OF LAW ENFORCEMENT PLANNERS		2017 DUES-GROW	243821	IALEP 2017 DUES-GROW	\$85.00
INTOXIMETERS INC	P057591	558147	243709	MOUTHPIECE ALCO-SENSOR FST	\$135.75
	P057591			DRY GAS 108L/223PPM (.082) C	\$334.49
	P057591			ESTIMATED FREIGHT	\$61.36
	P057591			ADJUST FOR TAX	\$0.01
LARSEN GUNSMITHING & FIREARMS	P057642	9106	243639	SPC-AR1 VORTEX SPARC AR RED DO	\$170.50
	P057642			X300U-A-BK SUREFIRE WEAPON LIG	\$1,113.15
	P057642			G2X-C-BK TACTICAL FLASHLIGHT	\$195.48
LN CURTIS & SONS		INV74331	243838	NAME TAPES	\$16.08
		INV75597		RADIO POUCH/NAMETAPE	\$64.84
MTM RECOGNITION CORP	P057497	5874529	243643	LAPEL PINS RICHLAND POLICE	\$917.67
	P057497			DIE CHARGE	\$86.88
	P057497			SHIPPING	\$28.64
NW REGIONAL CRIME ANALYST NETWORK		16-020	243647	2017 NORCAN MEMBERSHIP-GROW	\$25.00
OXARC INC		F349780	243854	FIRE EXTINGUISHER ANNUAL MNTC	\$83.18
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$363.36
POSITIVE CONCEPTS, INC	P057647	0190754-IN	243651	ZHT850100PS POS HEAVY WEIGHT	\$245.00
RIVER CITY TOWING INC		15378	243873	TOW CHARGE	\$48.87
		15383		TOW CHARGE	\$48.87
		15394		TOW CHARGE	\$48.87
		15398		TOW CHARGE	\$48.87
SAN DIEGO POLICE EQUIPMENT CO	P057510	626840	243657	ADJUST FOR TAX	\$0.01
	P057510			FED-AE223J FEDERAL .223 55GR F	\$2,537.98
	P057406	627021	243733	CCI-53653 SPEER LAWMAN 45ACP 2	\$12,618.10
	P057406			ADJUST FOR TAX	\$0.01
SOUND UNIFORM GROUP LLC		20921	243878	JUMPSUIT ALTERATIONS	\$60.27
T-MOBILE USA INC		9284648326	243887	GPS LOCATE	\$51.00
TREASURE VALLEY COFFEE CO		108522	243896	RPD COFFEE DELIVERY	\$157.99
WA STATE CRIMINAL JUSTICE TRAINING		201127903	243904	COLLISION INVEST REGISTRATION	\$700.00
		201227962		COLLISION INVEST TRAINING	(\$100.00)
WASHINGTON STATE PATROL		00063215	243905	ACCESS USER FEE 01/01-03/31/17	\$600.00
XEROX CORPORATION		088424453	243912	LX5-691308 BASE/PRINTS-FEB	\$238.36
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$306.49



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$6.83
POLICE TOTAL ****					\$30,888.67
Division:	210	ADMINISTRATIVE SERVICES			
PARADISE BOTTLED WATER CO		03/17-ADMIN SRVCS	243940	BOTTLED WATER-MARCH	\$12.16
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$20.01
ADMINISTRATIVE SERVICES TOTAL ****					\$32.17
Division:	211	FINANCE			
ALLIED ENVELOPE	S017335	176975	243681	FREIGHT	\$14.55
	S017335			ENVELOPE, ANIMAL LICENSING, WH	\$383.03
COLLECTORSOLUTIONS INC		2017219	243622	MERCHANT SRVC CHRGS FEB 17	\$34,670.06
FEDERAL EXPRESS CORP		5-740-30962	243628	SHIPPING CHGS- PITNEY CHK	\$25.11
GARDA CL NORTHWEST INC		10286786	243928	ARMORED CAR SRVCS MAR 2017	\$435.20
PARADISE BOTTLED WATER CO		03/17-ADMIN SRVCS	243940	BOTTLED WATER-MARCH	\$57.03
				BOTTLED WATER-MARCH	\$24.31
PITNEY BOWES INC		1003735764	243860	POSTAGE METER-INK	\$611.95
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$947.48
				POSTAGE 03/01/17 TO 03/31/17	\$2,580.32
		0317-1127-9365	243861	POSTAGE PURCHASE POWER	\$2,053.58
POSTMASTER		PERMIT 153-3/30	243865	POSTAGE 3/10-3/30/17	\$6,210.46
XEROX CORPORATION		088719488	243949	MX4-346672 BASE/PRINTS-MAR	\$298.91
		088719489		LX5-692029 BASE/PRINTS-MAR	\$184.58
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$0.22
				PHONE CHARGES 3/23-4/22/17	\$132.78
				PHONE CHARGES 3/23-4/22/17	\$76.04
FINANCE TOTAL ****					\$48,705.61
Division:	212	PURCHASING			
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$3.68
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$59.55
				PHONE CHARGES 3/23-4/22/17	\$43.45
PURCHASING TOTAL ****					\$106.68
Division:	213	INFORMATION TECHNOLOGY			
CASELLE INC	P057390	79804	243918	ANIMAL LICENSE SOFTWARE MONTHL	\$169.33
CERIU NETWORKS INC	P057694	060137	243689	ENGINEER REMOTE SYS PROGRAMING	\$217.20
	P057088	CERQ68378		SHIPPING	\$18.50
	P057088			FIRESIGHT FOR FIREWALL SECURIT	\$8,811.10
COLUMBIA BASIN INFORMATION TECHNOLOGY	P057381	INV-000193	243921	INTERNET SERVICE MONTHLY FEE	\$800.00
MOBILEGUARD, INC	P057707	INV00209401	243641	ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,130.00
	P057707	INV00215046		ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,130.00
TECH POWER SOLUTIONS INC	P057676	53441	243737	Hewlett Packard Enterprise :HP	\$2,354.45
UNITED PARCEL SERVICE	S017357	000986641127	243671	GROUND PKG TO IDENTITY AUTOMAT	\$4.20



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		088323549	243912	MX4-340609 BASE/PRINTS- FEB	\$59.62
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$250.02
INFORMATION TECHNOLOGY TOTAL ****					\$14,944.42
Division:	220	HUMAN RESOURCES			
CASTLE HOSPITALITY INC		15564	243774	EMPLOYEE BFAS AWARD C75-17	\$4,664.58
CEPTEC POLYGRAPH SERVICES LLC		1702	243776	PRE-EMPLOYMENT POLYGRAPH-CLARY	\$250.00
FEDERAL EXPRESS CORP		5-733-44297	243628	SHIPPING-FEB 2017	\$7.32
MOON, TAE-IM PHD		032117	243846	PSYCH EVALUATION-CLARY	\$800.00
NASH, KATIE		2017 TUITION	243938	WINTER 2017 TUITION REIMB-NASH	\$2,000.00
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$16.20
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$71.90
HUMAN RESOURCES TOTAL ****					\$7,810.00
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
CITY OF RICHLAND		17-062 JENSEN	243780	17-062 COL RIVER REGIONAL F	\$216.92
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$2.45
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$19.95
				PHONE CHARGES 3/23-4/22/17	\$111.99
				PHONE CHARGES 3/23-4/22/17	\$6.20
				PHONE CHARGES 3/23-4/22/17	\$20.26
				PHONE CHARGES 3/23-4/22/17	\$27.47
				PHONE CHARGES 3/23-4/22/17	\$20.32
COMMUNITY &DEVELOPMENT SERVICE TOTAL ****					\$425.56
Division:	301	DEVELOPMENT SERVICES			
CITY OF RICHLAND		17-049 WESTPHAL	243780	17-049 BLDG OFFICIALS SHORT	\$450.91
		17-050 SCHUSTER		17-050 BLDG OFFICIALS SHORT	\$604.13
		17-051 BORING		17-051 BLDG OFFICIALS SHORT	\$604.13
JENNINGS, TYLER		031317	243823	REIMB FOR B3 BLDG PLANS EXA	\$199.00
MCLEAN LAW OFFICE		GM-031516	243936	C178-14 HEARING EXAMINER SRVCS	\$6,978.75
ONEZA & ASSOCIATES		#7	243852	COMP PLAN UPDATE	\$31,900.52
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$22.08
DEVELOPMENT SERVICES TOTAL ****					\$40,759.52
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$26.29
REDEVELOPMENT TOTAL ****					\$26.29
Division:	303	LIBRARY			
CASCADE NATURAL GAS CORP		03/17 61897100006	243772	NAT GAS 955 NRTHGT 02/10-03/21	\$1,238.60
ENVISION WARE INC		INV-US-28907	243627	CREDIT CARD SOFTWARE	\$977.40
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$627.78
THE GALE GROUP INC		60070235	243890	BOOKS-3 TITLES	\$76.00



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THE GALE GROUP INC		60092043	243890	BOOKS-8 TITLES	\$151.24
		60202935		BOOKS-4 TITLES	\$99.56
		60213109		BOOKS-5 TITLES	\$101.79
		60282749		BOOKS-3 TITLES	\$81.32
		60283051		BOOKS-9 TITLES	\$238.64
		60283557		BOOKS-3 TITLES	\$73.72
		60293257		BOOKS-6 TITLES	\$145.16
XEROX CORPORATION		088424454	243679	LX5-692943 BASE/PRINTS- FEB	\$152.35
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$150.93
LIBRARY TOTAL ****					\$4,114.49
Division:	331	PARKS & REC - RECREATION			
COLUMBIA FITNESS		170215-0009	243623	REPLACE 7 PULLEY'S	\$157.47
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$188.29
HEALTHY FEET LLC		MARCH 2017	243817	FOOT CARE CLASSES-MARCH	\$966.00
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$11.41
TALENT WISE INC		96684940	243666	BACKGROUND CHECKS-FEB	\$14.00
URM STORES INC		C31117961	243902	RCC SUPPLIES	\$86.44
USA FOOTBALL DBA	S017329	2698373	243673	JERSEYS FOR NFL FLAG FOOTBALL	\$4,850.00
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$6.20
				PHONE CHARGES 3/23-4/22/17	\$96.21
				PHONE CHARGES 3/23-4/22/17	\$37.20
PARKS & REC - RECREATION TOTAL ****					\$6,413.22
Division:	335	PARKS & REC - PARKS&FACILITIES			
BADGER MOUNTAIN IRRIGATION DISTRICT		17/WESTCLIFF CRCT	243753	17 BMID ASSMNT WCLIFFE CORRECT	\$888.40
		2017 BADGER MT		2017 BMID ASSESSMENT BADGER MT	\$9,413.40
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$689.91
BLUE TARP FINANCIAL INC	S017312	37359792	243616	IRONTON DRY CUT METAL SAW	\$234.99
CASCADE NATURAL GAS CORP		03/17 73638100005	243772	NAT GAS 500 AMON 02/16-3/21	\$1,398.45
		03/17-51897100007		NAT GAS 1005 SWIFT 02/16-03/21	\$10.85
		03/17-75226321539		NAT GAS 2710 DUPRT 02/15-3/16	\$605.42
		03/17-75997100005		NAT GAS 871 GW WAY 02/16-03/21	\$1,194.49
		03/17-80577100003		NAT GAS 200 BLDG 02/15-03/16	\$2,108.01
		03/17-90577100002		NAT GAS 300 BLDG 02/15-3/16	\$2,419.87
		03/17-96738100005		NAT GAS 505 SWIFT 02/16-3/21	\$1,214.17
CONSOLIDATED SUPPLY CO		S8148968.001	243922	PARTS FOR CAR WASH	\$11.97
FARMERS EXCHANGE		50504	243804	PARK AND FACILITY SUPPLIES	\$513.12
FERGUSON ENTERPRISES INC		5056640	243808	CART/LITE TANK/TANK LID	\$278.09
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$31.00
	S017361			TELEPHONE CHARGES 3/19/17 - 4/	\$1,085.39
GRAINGER	S017369	9388880909	243929	PUMP ITEM #4RL07	\$108.16



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S017369	9388880925	243929	V-BELT ITEM #6A126	\$180.35
	S017369	9392166444		V-BELT ITEM #5UKX1	\$124.64
	S017369	9395514590		REDUCING TEE ITEM #2CFH3	\$18.92
	S017369	9399757500		TRASH BAGS ITEM #3CCT8	\$619.93
	S017369	9400009206		TRASH BAGS ITEM #3CCT8	\$1,446.51
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		214739	243830	BRUISER	\$7.17
		217567		GASK NEOPRENE	\$103.43
		217726		DINNER DOCK	\$46.62
		219825		BRUISER	\$299.88
MILLER PAINT COMPANY INC		29993356	243843	PAINT TRAY LINERS/EPOXY FLAKES	\$34.21
		29993581		FIELD STRIPPING	\$160.51
		29996202		FIELD STRIPING	\$120.39
		30004660		MARKING PAINT/ROLLER PARTS	\$120.49
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$0.98
				POSTAGE 03/01/17 TO 03/31/17	\$13.60
PLATT ELECTRIC SUPPLY		L690938	243862	COOLING AND HEAT STAT	\$87.58
RICHLAND ACE HARDWARE		212918	243871	ROLLERS/KILZ	\$28.53
		212938		PADLOCK/CHAIN COIL	\$13.44
		212945		BIT DRILL	\$24.97
		213001		BUNGEE CORD	\$46.78
		55487		MARKING PAINT/FASTENERS	\$23.89
		55492		FASTENERS/ADAPTER/BRUSH	\$21.26
		55502		CABLE TIES/MARKING PAINT	\$17.37
		55535		FLEXOGEN HOSE	\$17.37
		55546		DRAIN CLEANER	\$28.42
		55566		HVAC SUPPLIES	\$105.57
STONEWAY ELECTRIC SUPPLY		S101867181.001	243882	CHEMICAL SHRED	\$497.28
SUNBELT RENTALS INC		67545570-001	243884	SKIDSTEER CAB RENTAL	\$319.07
TOTAL FILTRATION SERVICES INC	S017310	PSV1605292	243742	AIR FILTER, 20 X 25 X 2, MERV	\$312.90
	S017310			ADJUST FOR TAX	(\$0.01)
	S017310			AIR FILTER, 16 X 20 X 2, MERV	\$132.41
	S017310			AIR FILTER, 20 X 20 X 2, MERV	\$231.45
	S017310			AIR FILTER, 24 X 24 X 2, MERV	\$96.70
TWIN CITY METALS INC		96348	243745	WINTER WONDERLAND 2016	\$416.59
WILBUR ELLIS COMPANY		10630131	243908	RANGER PRO	\$1,089.75
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$97.59

PARKS & REC - PARKS&FACILITIES TOTAL ****

\$29,112.23

Division: 338 PARKS & REC - PROJECT ADMIN

BROWN, JUSTIN	17-121 BROWN	243766	17-121 PRESENTATION ON RCO	\$69.00
XEROX CORPORATION	088323549	243912	MX4-340609 BASE/PRINTS- FEB	\$193.36

PARKS & REC - PROJECT ADMIN TOTAL ****

\$262.36



City Of Richland

VL-1 Voucher Listing

From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 900	NON-DEPARTMENTAL				
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$486.56
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$43.36
NON-DEPARTMENTAL TOTAL ****					\$529.92
GENERAL FUND Total ***					\$208,767.15
FUND 101	CITY STREETS				
Division: 401	STREETS MAINTENANCE				
BEAVER BARK & ROCK		800508	243613	CONCRETE	\$39.72
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$31.00
	S017361			TELEPHONE CHARGES 3/19/17 - 4/	\$55.35
GRAINGER	S017369	9388880917	243929	MANHOLE COVER HOOK ITEM #3TCR5	\$63.63
INLAND ASPHALT CO	P057733	2391423	243820	COLD MIX, INV #2391423 3/15/1	\$1,041.09
	P057733	2393317		MOD 1/2" HMA 75 GYRA ASPHALT,	\$71.45
NORTHWEST SIGN RECYCLING LLC		2646	243646	HYDROSTRIPPING	\$738.58
RICHLAND ACE HARDWARE		55610	243653	STORAGE ORGANIZER	\$21.71
ROWAND MACHINERY CO		223480	243655	BACKHOE RENTAL	\$2,009.10
STELLAR INDUSTRIAL SUPPLY		3763908	243881	CARTRIDGES	\$221.41
		3766055		HALF MASKS	\$390.46
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$24.80
STREETS MAINTENANCE TOTAL ****					\$4,708.30
CITY STREETS Total ***					\$4,708.30
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division: 305	ECONOMIC DEVELOPMENT				
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$34.99
RATKAI, N. ZACH		17-019 RATKAI	243868	17-019 WEDA WINTER CONFEREN	\$38.69
ECONOMIC DEVELOPMENT TOTAL ****					\$73.68
Division: 306	ECONOMIC DEVELOPMENT PROJECTS				
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$913.24
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$913.24
INDUSTRIAL DEVELOPMENT FUND Total ***					\$986.92
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division: 131	CJST POLICE ACTIVITY				
JUDGE, DARRYL		17-181 JUDGE	243827	17-181 ICAC INVESTITATION	\$38.00
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$33.40
WA STATE CRIMINAL JUSTICE TRAINING		201127903	243904	COLLISION INVEST REGISTRATION	\$100.00
CJST POLICE ACTIVITY TOTAL ****					\$171.40



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CRIMINAL JUSTICE SALES TAX Total ***					\$171.40
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$6.49
				PHONE CHARGES 3/23-4/22/17	\$6.20
CDBG PROGRAM TOTAL ****					\$12.69
COMMUNITY DEV BLOCK GRANT Total ***					\$12.69
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
CASCADE TITLE COMPANY OF BENTON		17-03	243773	HOME DPA/WALLACE-407 WILSON	\$10,000.00
CITY OF KENNEWICK		MARCH 2017	243778	HOME DPA 1/01/17-02/28/17	\$43,136.59
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$6.49
HOME PROGRAM TOTAL ****					\$53,143.08
HOME FUND Total ***					\$53,143.08
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
BEAVER BARK & ROCK		800508	243613	CONCRETE	\$119.13
				CONCRETE	\$39.72
		801606	243757	CONCRETE	\$277.99
		804461		CONCRETE	\$241.07
BERGER ABAM ENGINEERS INC	S054546	318050	243760	CO #1 FINAL DESIGN & BID DOCUM	\$103,156.23
FLETCHER & SIPPEL LLC	P057749	36792	243927	CENTER PARKWAY-LEGAL SERVICES-	\$2,930.00
	P057747	36793		DUPORTAIL BRIDGE-LEGAL SERVICE	\$247.50
	P057743	37042		CENTER PARKWAY-LEGAL SERVICES-	\$2,802.50
FOSTER PEPPER PLLC	P057703	1160818	243629	CENTER PARKWAY LEGAL SERVICES-	\$3,118.50
INLAND ASPHALT CO	P057733	2393317	243820	MOD 1/2" HMA 75 GYRA ASPHALT,	\$27.69
MENKE JACKSON BEYER LLP	P057745	02/2017-077	243937	CENTER PARKWAY & DUPORTAIL BRI	\$915.25
	P057745			CENTER PARKWAY & DUPORTAIL BRI	\$915.24
RICHLAND ACE HARDWARE		55591	243653	COUPLERS/PVC CEMENT	\$16.26
		55604		PVC CONDUIT	\$7.58
STONEWAY ELECTRIC SUPPLY		S101958657.001	243663	ELBOW/CONDUIT	\$20.12
TANNER, BARBARA		500855	243667	SDEWLK RPR-1512 COTTONWOOD	\$298.65
ARTERIAL STREETS TOTAL ****					\$115,133.43
STREETS CAPITAL CONSTRUCTION Total ***					\$115,133.43
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SWEENEY, DARRIN		17-128 SWEENEY	243885	17-128 DBIA CHAPTER PRESENT	\$34.00
NON-DEPARTMENTAL TOTAL ****					\$34.00
GENERAL GOVT CONSTRUCTION Total ***					\$34.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	S017218	3439487-00	243684	ELBOW, LOADBREAK, 1/0 STR,	\$4,789.26
	S017224	3440624-01	243611	SWITCHGEAR, DEADFRONT, PSE-9	\$85,255.34
	S017224	3440624-02	243684	SWITCHGEAR, DEADFRONT, PSE-9	\$85,255.34
	S017224	3440624-03		SWITCHGEAR, DEADFRONT, PSE-10	\$104,751.22
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P057697	3627-574260	243692	METER, SOCKET 6 TERM, CT RATED,	\$792.74
	P057697			METER, SOCKET 13 TERM BLANK HUB	\$5,466.92
GENERAL PACIFIC INC	S017251	1278402	243630	ADJUST FOR TAX	(\$0.01)
	S017251			SWITCHGEAR, S&C PMH-11,	\$13,098.25
	S017251			SWITCHGEAR, S&C PMH-09,	\$46,465.60
GRAINGER	P057690	9392602471	243702	ADJUST TAX	\$0.01
	P057690	9392687639		ADHESIVE 3M SUPER WEATHERSTRIP	\$36.46
	P057690			ADJUST TAX	\$0.03
HORIZON DISTRIBUTION INC	P057667	973899	243634	ALCOHOL SOLVENT, DENATURED,	\$62.99
TOTAL ****					\$345,974.15
Division:	501	BUSINESS SERVICES			
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$89.95
NAMCHEK, MICHAEL		17-180 NAMCHECK	243851	17-180 TRAFFICE SIGNAL TRAI	\$132.52
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$52.69
PRINT PLUS/PSS RUBBER STAMPS		89850	243866	ENERGY SERVICES STAMP	\$21.18
UNITED PARCEL SERVICE	S017357	000986641127	243671	GROUND PKG TO HJ ARNETT FOR PO	\$4.08
	S017357			GROUND PKG TO HJ ARNETT FOR PO	\$3.68
	S017357			WEIGHT CORRECTION FOR PKG TO H	\$0.07
	S017365	000986641137	243901	GROUND PKG TO THOMAS & BETTS F	\$17.70
WHITNEY, CLINT		2017 TUITION	243907	2017 TUITION REIMBURSEMENT	\$2,000.00
XEROX CORPORATION		088323549	243912	MX4-340609 BASE/PRINTS- FEB	\$100.03
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$54.85
				PHONE CHARGES 3/23-4/22/17	\$103.04
				PHONE CHARGES 3/23-4/22/17	\$53.96
				PHONE CHARGES 3/23-4/22/17	\$119.77
				PHONE CHARGES 3/23-4/22/17	\$125.26
BUSINESS SERVICES TOTAL ****					\$2,878.78
Division:	503	POWER OPERATIONS			
BENTON PUD	P057657	120	243615	480/240V SINGLE-PHASE PADMOUNT	\$1,341.76
BLUEROOM		2209897	243763	POL SERVICE-1032 UNIVERSITY DR	\$81.00



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VL-1 Voucher Listing

From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		02/2017-1901	243779	#1901 DROP BOX DISP/HAULING	\$531.80
COLUMBIA GRAIN & FEED INC		148308	243788	SHARPEN CHAINS/CHAIN SET	\$123.75
FASTENAL COMPANY		WARIC63540	243805	SAFETY GLASSES-SOMES	\$37.62
		WARIC63785		SAFETY GLASSES-HALL	\$40.64
		WARIC63787		SAFETY GLASSES- ROESSLER	\$40.64
		WARIC64394		SAFETY GLASSES- MONTELONGO	\$38.47
GRAINGER	S017369	9391777324	243929	MOIL POINT CHISEL ITEM #4MGZ4	\$41.71
	S017369	9393471348		CABLE TIE ITEM #36J166	\$135.43
HI-LINE UTILITY SUPPLY CO	S017302	10040079	243633	FREIGHT	\$14.03
	S017302			WR 3445L- SPEEDER -14 1/2"-3/8	\$122.85
	S017331	10040166	243706	FREIGHT	\$49.64
	S017331			BLANKET SLING, 10 X 10 5000LB	\$1,206.16
INLAND ASPHALT CO	P057733	2393317	243820	MOD 1/2" HMA 75 GYRA ASPHALT,	\$228.74
MONTELONGO, DAVID		032817	243845	REIMB FOR CDL ENDORSEMENT F	\$102.00
PARADISE BOTTLED WATER CO		02/17-POWER OPS	243855	BOTTLED WATER-FEBRUARY	\$40.46
PLATT ELECTRIC SUPPLY	S017344	L667248	243650	KNOPP 14460 VOLT TESTER K-60	\$44.31
RICHLAND ACE HARDWARE		212780	243871	CHISEL/SPRAY PAINT	\$23.86
TYNDALE ENTERPRISES INC	P057360	1220768	243900	FIRE RETARDANT CLOTHING-2017	\$2,520.15
POWER OPERATIONS TOTAL ****					\$6,765.02
Division:	504	SYSTEMS DIVISION			
CARLSON SALES METERING SOLUTIONS LLC	S017182	CSM-3326	243687	FREIGHT	\$10.05
	S017182			OPTOWAVE QUICK KIT (PROBE WITH	\$705.90
CENTRAL HOSE & FITTINGS INC		454567	243775	HYDRAULIC HOSE PARTS	\$38.80
		454622		HYDRAULIC HOSE PARTS	\$74.31
		454633		HYDRAULIC HOSE PARTS	\$31.83
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	S017305	3627-572793	243692	BUSSMANN CLASS CC 30A FUSE 600	\$726.53
	S017305			ADJUST FOR TAX	\$0.01
	S017305			BUSSMANN CLASS CC 20A FUSE 600	\$224.48
	S017305			BUSSMANN CLASS CC 20A FUSE 600	\$224.48
	S017305			EATON BUSSMANN DIN MOUNT	\$496.95
	S017305			EATON BUSSMANN DIN MOUNT	\$512.48
	S017305			BUSSMANN CLASS CC 30A FUSE 600	\$726.53
OXARC INC		37897PP	243854	NITROGEN	\$41.65
		39269PP		NITROGEN/PIGTAIL	\$91.98
		R472495		CYLINDER RENTAL- FEBRUARY	\$60.42
PARAMOUNT COMMUNICATIONS INC	P057729	31990	243857	HORN RAPIDS RETERMINATION IT17	\$763.46
PLATT ELECTRIC SUPPLY		L699560	243862	WIRE	\$155.21
STONEWAY ELECTRIC SUPPLY		S101945650.001	243882	GREEN WIRE	\$9.72
SYSTEMS DIVISION TOTAL ****					\$4,894.79
Division:	505	ENERGY POLICY MGMT			



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AIR TIGHT REMODELING	P057645	170-372	243749	WEATHERWISE LOAN: K. POST, 131	\$6,391.61
	P057645			ADJUST FOR TAX	(\$0.01)
AMERICOOOL HEATING AND A/C LLC	P057708	1236-2206	243609	WEATHERWISE LOAN: RUELAS, 77	\$6,972.12
BENTON PUD		03/17- 1065	243759	ELECTRIC SRVCS 02/19-03/21/17	\$1,013.76
CITY OF RICHLAND		100860	243919	417 SNOW-REBATE-INS	\$1,354.30
		11380	243620	90 ARMISTEAD-REBATE-HP	\$800.00
		1320240	243919	1680 MANCHESTER-REBATE-INS	\$1,000.00
		191600	243620	1104 SANFORD-REBATE-HP	\$1,000.00
		286172	243781	317 GEORGE WA WAY-REBATE-HP	\$6,000.00
		612480		1885 STEVENS-REBATE-HP	\$1,000.00
		740700		1479 AMON DR-REBATE-HP&WINDWS	\$1,868.32
		844792	243620	1226 COUNTRY RIDGE-REBATE-HP	\$1,000.00
		890760	243781	77 BREMMER-REBATE-HP	\$1,000.00
DAYCO HEATING & AIR	P057673	006546-1	243924	WEATHERWISE LOAN: AUBERRY, 168	\$10,387.59
		55652	243793	1730 SAGEWOOD-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC		24728	243794	925 LONG-REBATE-HP	\$1,000.00
		24777		512 ROSSELL-REBATE-HP	\$800.00
	P057641	24778	243696	WEATHERWISE LOAN: D. CHAFFEE,	\$7,602.00
		24779	243794	1953 SHERIDAN-REBATE-HP/PTCS	\$1,000.00
		24806	243925	1100 WILLARD-REBATE-HP	\$1,000.00
JACOBS & RHODES INC		37450	243822	2456 CATALINA CT-REBATE-HP	\$1,000.00
KADLEC REGIONAL MEDICAL CENTER		09ES11128FY201700	243828	888 SWIFT-REBATE-COMM LIGHTING	\$29,595.00
M CAMPBELL & COMPANY INC		105022	243840	504 MCMURRAY-REBATE-HP	\$1,000.00
		105658		711 COAST-REBATE-HP	\$1,000.00
		107492		1202 CEDAR-REBATE-HP	\$1,000.00
		107648		1109 CATSKILL-REBATE-HP	\$1,000.00
		107650	243934	1506 COTTONWOOD-REBATE-HP	\$1,000.00
PERFECTION GLASS	P057234	9993654525	243858	WEATHERWISE LOAN: BRAD HUTCHIN	\$9,059.06
		9993654706		312 PINETREE-REBATE-WINDOWS	\$520.44
		9993654936		1211 GOWEN-REBATE-WINDOWS	\$72.00
		9993654938		300 ABBOT-REBATE-WINDOWS	\$80.07
		9993654940		1107 WINSLOW-REBATE-WINDOWS	\$52.50
RICHLAND SEVENTH DAY ADVENTIST CHURCH		09ES-11128-FY2017	243872	1807 MCMURRAY-REBATE-COMM LIGH	\$4,835.86
ROBERTS CONSTRUCTION INC	P057499	4056	243654	WEATHERWISE LOAN: M. SARMIENT	\$4,865.28
		4064	243874	302 ABBOT-REBATE-WINDOWS	\$2,640.00
SMITH INSULATION INC		13845-COFR	243877	529 FORT-REBATE-INSULATION	\$47.12
THE SHERWIN WILLIAMS CO		09ES-11128-FY2017	243892	1766 FOWLER-REBATE-COMM LIGHT	\$2,841.30
		09ES11128FY201737		2100 KENNE-REBATE-COMM LIGHT	\$2,389.80
TOTAL ENERGY MANAGEMENT INC		55725WWR	243895	230 BROADMOOR 1OF2-REBATE-HP	\$1,000.00
		55726WWR		230 BROADMOOR 2OF2-REBATE-HP	\$1,000.00
	P057660	56543LOAN		ADJUST FOR TAX	\$0.01



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOTAL ENERGY MANAGEMENT INC	P057660	56543LOAN	243895	WEATHERISE LOAN: B. HUTCHINSON	\$10,500.53
ENERGY POLICY MGMT TOTAL ****					\$127,688.66
Division: 506	TECHNICAL SERVICES				
GRAINGER	S017369	9400394756	243929	TAP & DRILL BIT SET ITEM #2PRD	\$62.27
	S017369	9400486891		TAP & DRILL BIT SET ITEM #2PRD	\$31.13
MOUNTS LOCK & KEY INC		219366	243848	KEY	\$10.86
TACOMA SCREW PRODUCTS INC		22169943	243888	WNG NUTS FOR TEST EQUIP	\$0.14
TECHNICAL SERVICES TOTAL ****					\$104.40
ELECTRIC UTILITY FUND Total ***					\$488,305.80
FUND 402	WATER UTILITY FUND				
Division: 000					
CITY OF RICHLAND		16-02868	243782	METER #358 DEP APPLY TO AR	\$54.15
				METER #358 DEP APPLY TO AR	\$30.00
CROSBY, RANDY		16-02656	243791	REFUND HYDRANT METER #340	(\$30.00)
				REFUND HYDRANT METER #340	\$750.00
				REFUND HYDRANT METER #340	(\$33.25)
T TAP CONSTRUCTION SERVICES		17-00355	243886	REFUND HYDRANT METER #320	(\$30.00)
				REFUND HYDRANT METER #320	\$750.00
				REFUND HYDRANT METER #320	(\$1.90)
TRI CITY EXCAVATION		16-02868	243897	REFUND HYDRANT METER #358	\$750.00
				REFUND HYDRANT METER #358	(\$30.00)
UNASSIGNED TOTAL ****					\$2,209.00
Division: 410	WATER CAPITAL PROJECTS				
IRZ CONSULTING LLC	P056384	7131	243637	JASON LEE ELEMENTARY IRRIGATIO	\$320.00
WATER CAPITAL PROJECTS TOTAL ****					\$320.00
Division: 411	WATER ADMINISTRATION				
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$73.58
RH2 ENGINEERING INC	P057437	67391	243870	2017 WATER SYSTEM MODELING	\$383.65
	P055760	67392		WATER SYSTEM PLAN-2015: #180-	\$4,762.13
WATER ADMINISTRATION TOTAL ****					\$5,219.36
Division: 412	WATER OPERATIONS				
CASCADE NATURAL GAS CORP		03/17-28638100009	243772	NAT GAS 110 SAINT 02/16-03/21	\$10.85
COLEMAN OIL COMPANY		0435786-IN	243787	PETROLEUM PRODUCTS	\$532.75
ENERGY NORTHWEST		ENV03007	243802	WATER SAMPLES	\$690.00
KEMIRA WATER SOLUTIONS INC	S017320	9017538056	243713	ANNUAL PO FOR THE PURCHASE OF	\$13,597.20
LAB/COR INC		170246-3639	243833	WATER SAMPLES	\$575.00
OXARC INC		38843PP	243648	SODIUM HYPOCHLORITE	\$359.46
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$14.64
RICHLAND ACE HARDWARE		55605	243653	PAINT SUPPLIES	\$58.20



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONeway ELECTRIC SUPPLY		S101947491.002	243882	THERMOSTAT KIT	\$112.65
		S101968987.001		RECEPTACLE PLATE	\$105.40
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$62.67
WATER OPERATIONS TOTAL ****					\$16,118.82
Division:	413	WATER MAINTENANCE			
BATTERIES PLUS BULBS		250-330184	243756	HR FLOW METER BATTERY	\$17.37
BEAVER BARK & ROCK		800508	243613	CONCRETE	\$79.42
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-573555	243625	50W MOG BASE	\$85.36
		3627-573987	243789	100 W MOG BASE	\$227.03
GRAINGER	S017369	9394587381	243929	STAINLESS STEEL BAND ITEM #13E	\$135.00
	S017369	9397095077		PUMP ITEM #2P039	\$199.62
HD FOWLER COMPANY INC		I4454704	243816	WATEROUS OP NUT/UPPER STEM	\$291.57
HD SUPPLY WATERWORKS LTD	S017330	G904670	243705	BRAKE PAD, TAPMATE #351-30-01	\$156.99
	S017330			BRAKE PIN, TAPMATE #351-50-2	\$81.78
	S017330			BRAKE BODY ROLL PIN, TAPMATE	\$15.64
	S017330			BRAKE HANDLE ADJ, TAPMATE #351	\$49.81
KELLEY'S TELE-COMMUNICATIONS INC		276304012017	243829	ANSWERING SRVC CHARGES APRIL	\$54.90
RICHLAND ACE HARDWARE		212998	243653	PADLOCK	\$6.51
STEEBER'S LOCK SERVICE		991906	243662	DUPLICATE KEY	\$10.86
STONeway ELECTRIC SUPPLY		S101957027.001	243663	HVAC PARTS	\$17.14
TRI CITY EXCAVATION		16-02868	243897	REFUND HYDRANT METER #358	(\$84.15)
TWIN CITY METALS INC		98617	243899	STAINLESS STEEL	\$35.30
XEROX CORPORATION		088323549	243912	MX4-340609 BASE/PRINTS- FEB	\$16.89
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$19.72
WATER MAINTENANCE TOTAL ****					\$1,416.76
WATER UTILITY FUND Total ***					\$25,283.94
FUND	403	WASTEWATER UTILITY FUND			
Division:	000				
PERMIT REFUND		2016-002097	243891	2443 HORIZION VW-SWR FEE RFND	\$1,995.00
		2016-002367		2419 HORIZON VIEW-SWR FEE RFND	\$1,995.00
UNASSIGNED TOTAL ****					\$3,990.00
Division:	420	SEWER ADMINISTRATION			
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$13.26
FINANCIAL CONSULTING SOLUTION GROUP	P056958	2574-21702029	243811	AMENDMENT #1 - ADDITIONAL ANAL	\$175.00
JUB ENGINEERS INC	P057435	107205	243826	2017 SEWER SYSTEM MODELING	\$1,517.21
SEWER ADMINISTRATION TOTAL ****					\$1,705.47
Division:	421	SEWER CAPITAL PROJECTS			
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P057382	3627-571352	243625	EATON 100 HP DRIVE,	\$7,106.78
GRAY & OSBORNE INC	P057512	2	243814	WWTF INFLUENT UPGRADES - DESIG	\$15,267.61



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC	P057664	14453772	243704	CHECK VALVES FOR PRIMARY PUMPS	\$3,788.83
	P057664			FREIGHT	\$162.90
	P057664			LEVER & SPRING SPARE, PART #41	\$266.82
SEWER CAPITAL PROJECTS TOTAL****					\$26,592.94
Division:	422	SEWER OPERATIONS			
A CORE INC		354970	243608	CORE DRILLING	\$217.20
ALS ENVIRONMENTAL	P057583	51-378194-0	243682	WATER - 335.4 TOTAL CYANIDE	\$80.00
	P057583			WATER- 200.7 METALS BY INDUCTI	\$60.00
	P057583			WATER - 1631E TOTAL MERCURY	\$120.00
	P057583			WATER - OIL & GREASE TOTAL HEM	\$200.00
	P057583			WWTP INFLUENT/EFFLUENT 2-14-17	\$260.00
	P057583			WATER - 420.1 PHENOLICS	\$90.00
AMERICAN ROCK PRODUCTS INC	P057737	301245	243750	5/8-INCH MINUS TOP COURSE 6,	\$773.11
	P057737	301385		MINIMUM DELIVERY CHARGE ONE LO	\$135.75
	P057737			ENVIRONMENTAL FEE, PER YARD,	\$3.26
	P057737			3000 PSI EXTERIOR CONCR, PRODU	\$316.03
AMERIGAS		3062053829	243610	WWTP-PROPANE	\$84.35
		3062300122		WWTP-PROPANE TANK RENTAL	\$114.03
BEAVER BARK & ROCK		798687	243613	CONCRETE	\$162.88
		799096		CONCRETE	\$288.83
BENTON FRANKLIN HEALTH DISTRICT		8700	243614	TKN/NIT/PHOS	\$98.00
CITY OF RICHLAND		02/2017-25	243619	#25 BIOSOLIDS LANDFILL FEES	\$1,621.61
		02/2017-38		#38 GRIT DISP/HAULING	\$485.02
COLEMAN OIL COMPANY		0435085-IN	243621	WWTF DIESEL DYED	\$4,396.90
		0436040-IN		WWTF DIESEL DYED	\$3,589.80
COMPLETE PEST PREVENTION INC		32949	243624	WWTP PEST CONTROL SRVCS	\$130.32
HERC RENTALS INC		29163803-001	243632	CONCRETE VIBRATOR	\$54.30
MIDWEST LABORATORIES INC	P057734	839480	243720	SHIPPING FOR 2-9-17 SAMPLING E	\$74.67
	P057734			SUPPLIES FOR COR COMPOST SAMPL	\$28.00
	P057734			SHIPPING CHARGES FOR SUPPLY OR	\$24.00
	P057734			SHIPPING FOR 1/24/17 SAMPLING	\$59.64
	P057734			CITY OF RICHLAND LANDFILL COMP	\$275.00
	P057734			CITY OF RICHLAND LANDFILL COMP	\$375.00
MOON SECURITY SERVICES INC		864589	243642	WW-BATTERY RPLCE/ZONE 307	\$2.72
		864934		SERVICE CALL/BATTERY CHANGE	\$95.03
NORTH COAST ELECTRIC COMPANY		S7729086.001	243644	VFD3 1-HL LUG CNCTR(6)	\$38.44
NORTHWEST BIOSOLIDS MGMT ASN		02212017-01	243645	2017 MEMBERSHIP DUES	\$2,989.00
OXARC INC		R472491	243648	CYLINDER RENTAL-FEB	\$14.76
PARADISE BOTTLED WATER CO		02/17-WWTP	243649	BOTTLED WATER-FEBRUARY	\$54.16
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$5.96
RICHLAND ACE HARDWARE		212486	243653	EXTENSION CORD	\$15.19



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		212943	243653	DESK FAN/ANT TRAPS	\$20.40
		54820		EXTENSION CORD	\$30.40
SERV-A-PURE COMPANY		106565	243946	DI TANKS/MMBRCRTRDG	\$671.77
		107350	243658	DI TANKS	\$230.00
		107920	243946	CREDIT FOR OVRPYMNT INV 106055	(\$211.77)
STONEWAY ELECTRIC SUPPLY		S101918521.002	243663	LIGHTBULBS	\$26.17
TACOMA SCREW PRODUCTS INC		22168602	243665	SCREWS/BOLTS/WASHERS	\$66.53
		22168913		PARTS FOR ELECTRIC HOIST	\$62.75
		22169009		PARTS FOR INFLNT BARSCREEN	\$65.89
		22170269		FITTINGS/SCREWS	\$10.32
UNITED PARCEL SERVICE	S017365	000986641137	243901	GROUND PKG TO VAREC BIOGAS FOR	\$36.28
	S017365			WEIGHT CORRECTION FOR PKG TO V	\$0.52
USA BLUEBOOK		192037	243672	3-WAY NOZZLE	\$308.75
WATER ENVIRONMENT FEDERATION		01660774 2017	243675	MMBRSHIP RNWL-BYKONEN 2017-18	\$120.00
WESTERN MATERIALS		PAS00396839-001	243676	DGSTR 180 STD P/C BLKS/VISQ	\$1,215.67
WILBERT PRECAST, INC		1065330	243678	GRATE INLET FRAME/COVER	\$1,181.51
XEROX CORPORATION		088323520	243679	MX4-749822 BASE/PRINTS- FEB	\$306.75
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$101.38
SEWER OPERATIONS TOTAL ****					\$21,576.28
Division:	423	SEWER MAINTENANCE			
BACKFLOW APPARATUS & VALVE CO		796971	243612	2" BALL VALVE-1182 IRRIGATION	\$112.08
CENTRAL HOSE & FITTINGS INC		453236	243617	HOSES/FITTINGS	\$867.74
HERC RENTALS INC		29144661-001	243632	PUMP TRASH/HOSES	\$477.84
		29158410-001		CONCRETE PUSH/BLADE	\$111.86
		29171285-001		CONCRETE/ASPHALT	\$135.75
IRRIGATION SPECIALISTS INC		1199737-01	243636	SUCTION SCREENS	\$35.72
KELLEY'S TELE-COMMUNICATIONS INC		276304012017	243829	ANSWERING SRVC CHARGES APRIL	\$54.90
MOON SECURITY SERVICES INC		864589	243642	WW-BATTERY RPLCE/ZONE 307	\$2.72
		864934		SERVICE CALL/BATTERY CHANGE	\$95.03
RICHLAND ACE HARDWARE		55520	243653	FUNNEL	\$3.03
STEEBER'S LOCK SERVICE		695441	243662	SPARE KEYS/TAGE VEH 3288	\$110.77
SUNBELT RENTALS INC		67432484-001	243664	GAS TRASH PUMP	\$1,521.49
TACOMA SCREW PRODUCTS INC		22169370	243665	OIL LAB PADS	\$351.64
		22169569		PIPE FITTINGS	\$20.33
		22169570		COLD CHISEL	\$25.45
		22169935		BRAKE/PART CLEANER	\$38.87
		22169936		PULL RAGS	\$155.52
		22170117		SCREWS/FITTINGS	\$56.32
		22170149		SCREWS/NUTS	\$22.35
		22170520		SAFETY GLASSES/EARPLUGS	\$51.70
TRUE NORTH ENVIRONMENTAL EQUIPMENT	P057732	H05682	243744	REPAIR OF COR REAR SUPERVISION	\$146.61



City Of Richland

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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRUE NORTH ENVIRONMENTAL EQUIPMENT	P057732	H05682	243744	SHOP SUPPLIES, ITEM #SHOP SUPP	\$11.00
	P057732			FREIGHT, PP&C, GROUND	\$40.70
	P057732			JOYSTICK BOARD, ITEM #E-100-05	\$1,044.73
	P057732			JOYSTICK KNOB FLAT TOP, ITEM #	\$98.45
WHITNEY EQUIPMENT COMPANY INC		82969	243677	REPAIR KIT MIX PUMP	\$2,373.77
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$1.39
SEWER MAINTENANCE TOTAL ****					\$7,967.76
WASTEWATER UTILITY FUND Total ***					\$61,832.45
FUND 404	SOLID WASTE UTILITY FUND				
Division:	430	CAPITAL PROJECTS			
PARAMETRIX INC	P056302	01-78606	243856	LANDFILL CONTAMINATION ASSESSM	\$8,276.58
CAPITAL PROJECTS TOTAL ****					\$8,276.58
Division:	431	SOLID WASTE ADMINISTRATION			
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$12.33
JOYCE ZIKER PARKINSON PLLC	P057746	46319	243933	LANDFILL CONTAMINATION-INSURAN	\$2,135.00
	P057748	46320		LANDFILL CONTAMINATION-LEGAL	\$1,503.00
SOLID WASTE ADMINISTRATION TOTAL ****					\$3,650.33
Division:	432	SOLID WASTE COLLECTION			
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$135.20
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$21.31
SOLID WASTE COLLECTION TOTAL ****					\$156.51
Division:	433	SOLID WASTE DISPOSAL			
FASTENAL COMPANY		WARIC63044	243805	WELDING HELMET	\$53.33
FRONTIER	S017361	04/17 2061882614	243812	TELEPHONE CHARGES 3/19/17 - 4/	\$122.47
GRAINGER	S017369	9402964879	243929	PET & INSECT SCREEN ITEM #30AC	\$152.90
	S017369	9402964887		SCREEN SPLINE ROLLER ITEM #1XM	\$30.69
	S017369	9403112569		SPLINE ITEM #1XML8	\$31.10
HAMMACK, TODD		031817	243815	REIMB FOR CDL ENDORSEMENT F	\$102.00
PARAMETRIX INC	P056299	01-78430	243856	2016 LANDFILL MONITORING,SAMPL	\$2,971.36
	P056299	01-78610		2016 LANDFILL MONITORING,SAMPL	\$5,661.26
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$43.83
SOLID WASTE DISPOSAL TOTAL ****					\$9,168.94
SOLID WASTE UTILITY FUND Total ***					\$21,252.36
FUND 405	STORMWATER UTILITY FUND				
Division:	441	STORMWATER			
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$33.92
INLAND ASPHALT CO	P057733	2393317	243820	MOD 1/2" HMA 75 GYRA ASPHALT,	\$13.85
KENNEWICK IRRIGATION DISTRICT	P057723	2017 IRRIGATION	243831	2017 IRRIGATION ASSESSMENT-par	\$454.48



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KENNEWICK IRRIGATION DISTRICT	P057723	2017 IRRIGATION	243831	2017 IRRIGATION ASSESSMENT-par	\$410.39
	P057723			2017 IRRIGATION ASSESSMENT-par	\$355.62
	P057723			2017 IRRIGATION ASSESSMENT-par	\$363.84
	P057723			2017 IRRIGATION ASSESSMENT-par	\$321.25
RICHLAND ACE HARDWARE		212947	243653	FOAN IN A CAN	\$25.59
TACOMA SCREW PRODUCTS INC		22169145	243665	STEEL WASHERS	\$3.14
STORMWATER TOTAL ****					\$1,982.08
STORMWATER UTILITY FUND Total ***					\$1,982.08
FUND 407	MEDICAL SERVICES FUND				
Division:	121	AMBULANCE			
EMERGENCY REPORTING		2017_1553	243801	ERS SUBSCRIPTION-APRIL	\$348.20
MOTOROLA SOLUTIONS INC	P057624	13153181	243723	PAGER, 143-174MHZ FIVE CH UL I	\$421.45
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$141.65
SPRINT		891160522-157	243880	RFD CELL PHONES 02/18-03/17/17	\$36.44
AMBULANCE TOTAL ****					\$947.74
MEDICAL SERVICES FUND Total ***					\$947.74
FUND 408	BROADBAND FUND				
Division:	000				
POCKETINET COMMUNICATIONS INC		C125-09 REFUND	243863	8/2015-1/2017 LEASE REFUND	\$2,700.00
UNASSIGNED TOTAL ****					\$2,700.00
BROADBAND FUND Total ***					\$2,700.00
FUND 501	CENTRAL STORES FUND				
Division:	000				
GRAINGER	P057690	9392602471	243702	PLIERS, COMBIN. SLIP JOINT 6",	\$59.90
	P057690	9392687639		BATTERY AA ALKALINE, 24PK	\$111.42
	P057690			BROOM, STREET, SYNTHETIC	\$84.53
	P057690			SCREWDRIVER,PHILLIPS, #3 X 6",	\$86.55
	P057690			HAND SANITIZER, REFILL 1200ML	\$92.69
	P057690			WRENCH, ADJUSTABLE, 6 IN,	\$148.30
	P057690			WASTEBASKET POLY, RECT, 15",	\$95.13
	P057690			BATTERY C ALKALINE, 12PK 72/CS	\$73.63
	P057690			CLEANER GLASS, WINDEX, 12 OZ	\$100.02
	P057690			BROOM, ANGLE POLY-FLAGGD HEAD,	\$112.28
	P057690			GLOVES, REDMONT, 14" GAUNTLET,	\$116.12
	P057690			BUCKET PLASTIC, 10 QT MARKED,	\$129.89
	P057690			FUNNEL 16-OZ. PLASTIC, TOLCO	\$16.72
	P057690			HANDLE MOP, 60", SIDE GATE	\$75.39



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	P057690	9392687639	243702	BATTERY AAA ALKALINE 24/PK,	\$109.47
	P057690			PAINT, SPRAY, FLUORESCENT RED	\$64.44
	P057690			PAINT, SPRAY, HUNTER GREEN	\$45.61
	P057690			PAINT, SPRAY, GLOSS RED,	\$45.61
	P057690			PAINT, SPRAY, FLAT BLACK,	\$45.61
	P057690			PAINT, SPRAY, DEEP BLUE,	\$45.61
	P057690			PAINT, SPRAY, BRIGHT GREEN	\$45.61
	P057690			SQUEEGEE WINDOW 12"SINGLE EDGE	\$42.61
	P057690			GLOVES, SOL-VEX, SIZE 9-9.5,	\$33.10
	P057690			GLOVES, SOL-VEX, SIZE 10	\$33.10
	P057690			FUNNEL POLY, USE W/SAFETY CANS	\$31.97
	P057690			PAINT, SPRAY, GLOSS BLACK,	\$29.58
	P057690			BATTERY 9V ALKALINE,12PK,72/CS	\$81.12
	P057690			CLEANER DEGREASER, CRC LECTRA	\$374.28
	P057690			WRENCH, ADJUSTABLE, 8 IN,	\$159.77
	P057690			BATTERY D ALKALINE, 12PK 72/CS	\$99.04
	P057690			TOILET SEAT COVER, 1/2 FOLD	\$532.42
	P057690			TOWELS, SCRUBS-IN-A-BUCKET	\$447.26
	P057690			INSECTICIDE, WASP & HORNET	\$495.22
	P057690			WRENCH, ADJUSTABLE, 12 IN,	\$277.32
	P057690			BLADE, SAWZALL 8", BI-METAL,	\$226.37
	P057690			WRENCH, ADJUSTABLE, 10 IN,	\$193.13
	P057690	9393247797	BROOM, FLOOR, 18" PUSH TYPE,	\$57.78	
HORIZON DISTRIBUTION INC	P057667	973899	243634	EYE WASH, 1 OZ, UNITIZED BOX,	\$11.47
	P057667			WRENCH, ALLEN, HEX KEY SET,	\$59.62
	P057667			ADJUST FOR TAX	(\$0.03)
	P057667			TAPE MEASURE, STEEL, 25 FT,	\$46.31
	P057667			DISPENSER, SPRAY, PISTOL GRIP	\$39.96
	P057667			FILE, FLAT MILL, BASTARD, 8"	\$5.93
	P057667			SHACKLE, 3/8 SCREW PIN,1.5 TON	\$9.42
	P057667			WELDING STRIKER, SINGLE FLINT	\$11.57
	P057667			TAPE ,TEFLON, 1/2" X 520",	\$7.71
	P057667			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$263.49
	P057667			BRUSH, WIRE, 14" WOOD HANDLE,	\$8.67
	P057667			BLADE, BI-METAL,UTILITY KNIFE,	\$8.47
	P057667			SEALANT, RTV SILICONE, CLEAR,	\$7.91
	P057667			SHACKLE, 5/8 SCREW PIN,4.5 TON	\$24.96
	P057667			SHOVEL, SQUARE POINT, 48"FIBER	\$107.84
	P057667			SUNSCREEN, 1-1/2 OR 2 OUNCE	\$255.43
	P057667			HAMMER, SLEDGE, 4LB, 16" FIBER	\$57.56
	P057667	SHOVEL, SQUARE POINT, 48" WOOD	\$71.29		



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P057667	973899	243634	GREASE GUN, PISTOL GRIP W/18"	\$74.30
	P057667			SHOVEL, ROUND POINT, 48" WOOD	\$71.29
	P057667			ARMOR ALL ORIGINAL PROTECTANT,	\$99.04
	P057667			FORK, MANURE 4 OVAL TINES, 48"	\$74.80
	P057667			HAND WARMER, ONE PAIR	\$141.18
	P057667			UTILITY KNIFE-RETRACTING BLADE	\$153.26
	P057667			TAPE, DUCT 2" X 60YD POLY-COAT	\$189.75
	P057667			DEODORANT ROOM SPRAY, LYSOL	\$202.32
	P057667			TAPE, BOX SEALING 2" X 60 YD	\$204.86
	P057667			RAKE, BOW,14 TEETH, 54" HANDLE	\$64.90
	P057667	974802	243707	DEODORANT ROOM SPRAY, LYSOL	\$114.36
	P057691	974803		BRUSH, DECK, CRIMPED NYLON	\$23.28
	P057691			PLIERS, LOCKING, 10", STRAIGHT	\$24.35
	P057691			HANDLE BROOM, THREADED, 15/16"	\$102.74
	P057691			LUBRICANT, WD-40, 16 OZ CAN,	\$152.21
	P057691			COOLER, 12 PACK ICE CHEST,	\$190.92
	P057691			HANDLE BROOM, TAPERED, 1 1/8"	\$19.11
	P057691			BRUSH TOILET BOWL CURVED HEAD,	\$11.38
	P057691			PLIERS, 10" TONGUE & GROOVE,	\$122.67
	P057691			BRUSH DAIRY 4 X 3" FACE,8 1/2"	\$6.21
	P057691			ADJUST FOR TAX	\$0.01
INTERLINE BRANDS INC DBA	P057602	389881046	243708	CREDIT FROM CITRUS CLEANSER	(\$6.66)
	P057602	393362371		SOAP, CARTRIDGE LOTION W/PCMX,	\$422.24
	P057602	395405558		SOAP, CARTRIDGE LOTION W/PCMX,	\$1,161.15
	P057668	395405566		MOP, HEAD, WET MOP, BLENDED	\$66.98
	P057668			PAD, SCOURING 9IN X 6IN,	\$41.05
OXARC INC	P057668			ADJUST TAX	\$0.01
	P057600	37880PP	243725	GLOVES, GOATSKIN, SMALL, PEARL	\$737.35
	P057600			GLOVES, COWHIDE, LARGE,	\$1,047.77
	P057600			GLOVES GOATSKIN,X-LARGE,PEARL,	\$737.35
	P057600			GLOVES GOATSKIN, MEDIUM, PEARL	\$737.35
	P057600			GLOVES GOATSKIN, LARGE, PEARL,	\$737.35
	P057600			GLOVES, COWHIDE, X-LARGE,	\$523.89
	P057600			GLOVES, COWHIDE, MEDIUM,	\$523.89
	P057600			GLOVES, THERMOLITE LINER,	\$191.57
	P057600			GLOVES, THERMAL-GRIP, SIZE 9	\$78.03
	P057600			GLOVES BROWN JERSEY KNIT WRIST	\$36.49
	P057600			GLOVES, SOL-VEX, SIZE 10	\$18.38
UNASSIGNED TOTAL ****					\$14,913.31
CENTRAL STORES FUND Total ***					\$14,913.31



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division: 214	EQUIPMENT MAINTENANCE				
BLUE TARP FINANCIAL INC		36816877CM	243616	COXREEL RETURN VEH 6603	(\$170.00)
BUSH CAR WASH		3923	243768	VEHICLE WASHES-FEBRUARY	\$56.00
CENTRAL HOSE & FITTINGS INC		454121	243617	HOSE CUTTER VEH 6571 WO 46032	\$36.26
		454389	243688	HOSE ASSY VEH 6571 WO 46032	\$485.43
COLEMAN OIL COMPANY		0436753-IN	243621	LANDFILL DIESEL DYED	\$3,754.44
		0437064-IN		LANDFILL DIESEL CLEAR	\$1,073.32
		CL73447	243787	CARD LOCK FUEL 03/20-03/26/17	\$13,626.16
		CL73956		CARD LOCK FUEL 03/27-03/31/17	\$14,114.97
		CL79177	243920	CARD LOCK FUEL 04/01-04/02/17	\$706.50
CORWIN OF PASCO LLC		395951	243693	CLEANER VEH 2415 WO 46150	\$211.92
		396323		ORDTUBE VEH 5041 WO 46199	\$231.92
DSU PETERBILT & GMC INC		192374	243697	REFND CHK#192374/ CLEAR CREDIT	\$1,268.76
		344083L		COOLER VEH 3285 WO 45984	\$1,283.67
		CM330413L		SUNVISOR RETURN VEH 3309	(\$1,281.00)
		FC1610-A		OCTOBER 2016 FINANCE CHGS	\$4.08
		FC1611-A		NOVEMBER 2016 FINANCE CHGS	\$4.08
		FC1612-A		DECEMBER 2016 FINANCE CHGS	\$4.08
FINAL TOUCH UPHOLSTERY		29865	243699	SEAT BOTTOM VEH 3248 WO 46022	\$309.51
FRONTIER INDUSTRIAL CORP		9271	243700	PADDLES VEH 7141 WO 46213	\$3,159.45
GENUINE AUTO GLASS OF TRI CITIES LLC		619981	243631	WNDSHLD REPR VEH 3315 WO 46156	\$32.58
		620073		WNDSHLD REPR VEH 3310 WO 46154	\$32.58
		620074		WNDSHLD REPR VEH 3312 WO 46155	\$32.58
HOTSY OF SPOKANE		22749	243931	475 GAL CARBON-ATE PLUS SOAP	\$2,218.16
I.T.E.C. INC		68184	243635	HYD TANK VEH 3287 WO 45924	\$231.55
JIM'S PACIFIC GARAGES INC		X100066445	243711	MUFFLER VEH 7139 WO 46094	\$110.91
		X100066648	243638	PARTS VEH 3212 WO 45936	\$588.09
		X100067149	243711	TARP TIES VEH 6000 WO 46203	\$117.83
		X100068285		SHIFT KIT VEH 3248 WO 45630	\$45.31
LIBERTY LAWN & SAW SHOP		858	243837	RECOIL STRT VEH 6561 WO 46033	\$27.14
		862		CARB VEH 7200 WO 45250	\$38.00
MCCURLEY CHEVROLET		919577	243719	WEATHERTECH VEH 2361 WO 46205	\$104.76
		920340	243640	TRIM VEH 3319 WO 46107	\$324.17
		920587		CHAN VEH 2362 WO 46113	\$12.37
		920656	243719	ARM VEH 2314 WO 46171	\$85.25
		920720		PEDAL VEH 3267 WO 46146	\$72.28
		920721		REMAN VEH 3278 WO 46143	\$378.76
		920797		BEZEL VEH 3319 WO 46107	\$69.51
		920813		HANDLE VEH 3278 WO 46143	\$32.21



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		920828	243719	ANTENNA VEH 3328	\$28.19
		CM920720		BUSHING/PAD RETURN VEH 3267	(\$8.42)
		CM920721		BUSHING/PAD RETURN VEH 3278	(\$30.14)
		CM920828		ANTENNA RETURN VEH 3328	(\$28.19)
MONARCH MACHINE & TOOL CO INC		A188961	243721	DIAMND PLATE VEH 3328 WO 46096	\$342.58
		F188965		FAB BUMPER VEH 3212 WO 45255	\$2,134.84
RICHLAND NAPA		382373	243941	BELT VEH 3311 WO 46086	\$59.74
		382626		BRK CLN VEH 3332 WO 45989	\$29.50
		382627		BRK CLN VEH 2380 WO 46116	\$4.87
		382628		PINTLE HK VEH 2421 WO 46122	\$178.32
		382633		FILTER VEH 2381 WO 46108	\$25.38
		382664		SENSOR VEH 3257 WO 46130	\$158.14
		382684		BRAKE PTS VEH 1106 WO 46129	\$219.57
		382687		FILTER VEH 1106 WO 46126	\$19.61
		382688		BRAKE PTS VEH 7134 WO 46135	\$29.29
		382709		DEF VEH 7157 WO 46099	\$65.09
		382710		PIPE SEAL VEH 3284 WO 46123	\$48.67
		382769		BRAKE PTS VEH 2428 WO 46151	\$122.65
		382799		FILTER VEH 3267 WO 46147	\$17.38
		382800		FILTER VEH 3278 WO 46148	\$17.38
		382801		WHL NUTS VEH 2415 WO 46150	\$91.22
		382819		GASK SET VEH 3257 WO 46130	\$183.48
		382821		BRAKES VEH 2428 WO 46169	\$117.18
		382843		SENDER VEH 5029 WO 45940	\$90.11
		382865		BRAKE PTS VEH CREDIT WO CRE	(\$24.70)
		382882		SENSOR VEH 3257 WO 46130	\$15.66
		382883		BRK FLU VEH 3212 WO 45255	\$43.61
		382887		BRK CLN VEH 7134 WO 46135	\$11.90
		382903		BRK CLN VEH 3257 WO 46130	\$25.66
		382905		GL WHITE VEH 3287 WO 45924	\$12.68
		382923		LAMP VEH 3321 WO 45677	\$43.59
		382926		WIPER VEH 3328 WO 46096	\$41.25
		382940		TRL PARTS VEH 2341 WO 46164	\$52.92
		382991		TESTER VEH SHOP WO SHOP	\$191.90
		383023		WHL NUT VEH 2314 WO 46202	\$41.53
		383173	243728	OIL VEH 3267 WO 46146	\$138.86
		383186	243941	WHEELS VEH 7136 WO 46030	\$10.19
		383199		PIPE VEH 7140 WO 46204	\$21.83
		383236		FILTERS VEH 6564 WO 45968	\$83.64
		383241		CABLE VEH 6564 WO 45968	\$8.13
		383245		OIL VEH 6564 WO 45968	\$31.93



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		383259	243941	FILTER VEH 6564 WO 45968	\$85.00
		383267		BULB VEH 3240 WO 46200	\$21.94
		383273		LAMP VEH 3296 WO 46149	\$42.30
		383274		WIRE VEH 3264 WO 45957	\$16.82
		383277		BATT VEH 3213 WO 46201	\$451.14
		383278		UJOINT VEH 3248 WO 46022	\$24.04
		383312		FILTER VEH 3222 WO 46211	\$12.34
		383318		WIPERS VEH 3322 WO 46214	\$22.78
		383320		SPRAY VEH 5041 WO 46199	\$22.18
		383412		FILTERS VEH 3248 WO 46223	\$176.75
		383413		FILTERS VEH 3212 WO 46222	\$191.15
		383414		FILTERS VEH 2419 WO 45892	\$16.55
		383424		WIRE VEH 2343 WO 46217	\$34.20
		383426		FILTERS VEH 3286 WO 46229	\$76.32
		383427		LED LIGHT VEH 4140 WO 43225	\$57.54
		383434		FILTERS VEH 6562 WO 46224	\$6.54
		383440		PIN VEH 3222 WO 46211	\$9.69
		383500		SWITCH VEH 3296 WO 46149	\$4.93
		383501		LED VEH 4140 WO 46225	\$35.28
		383502		FILTER VEH 6562 WO 45967	\$31.05
		383503		BRK CLN VEH 3309 WO 46216	\$4.87
		383504		CONN VEH 3331 WO 46218	\$33.42
		383512		FILTER VEH 3248 WO 46022	\$4.84
		383516		BRK CLN VEH 3212 WO 46170	\$16.63
		383517		UJOINT VEH 3212 WO 46170	\$12.25
		383533		SENDER VEH CREDIT WO CREDIT	(\$98.25)
		383545		BRK CLN VEH 3251 WO 45897	\$9.73
		383549		LAMP VEH 3212 WO 46170	\$2.44
		383559		DEF VEH 3313 WO 46239	\$21.70
RIVER CITY TOWING INC	14981		243729	TOW CHARGE VEH 1103 WO 46185	\$48.87
RUSS DEAN INC	567811		243731	PAINT VEH 3328 WO 46096	\$1,601.85
	568062			ALUM KIT VEH 5040 WO 46198	\$172.87
	568084			ALUM KIT RETURN VEH 5040	(\$91.54)
RWC INTERNATIONAL LTD	31320Y		243656	FILTER VEH 5042 WO 46163	\$196.78
	31910Y		243732	FLUID SHOP SUPPLY	\$281.10
SNAP ON INDUSTRIAL	ARV/31914868		243659	SHOP TOOLS	\$672.18
	ARV/31953844		243734	SHOP TOOLS	\$254.80
SOLID WASTE SYSTEMS INC	0094313-IN		243660	PARTS VEH 3333 WO 46005	\$859.97
TACOMA SCREW PRODUCTS INC	22171485		243665	LINK ZP VEH 3292 WO 45995	\$14.89
	22171700			SOCKET VEH 3280 WO 46136	\$1.63
	22171835		243736	SPANNER VEH 7136 WO 46030	\$136.12



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From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
THERMO KING NORTHWEST, INC DBA		2344371	243739	DISC VEH 6599 WO 45142	\$141.50
		2349685		TOOTH, GRNDR VEH 7136 WO 46208	\$240.11
		2351475		MIRROR VEH 7136 WO 46030	\$86.29
		2357365		SHOCK SPRING VEH 7136 WO 46030	\$1,741.02
		2358120		TURN LIGHT VEH 6571 WO 46032	\$390.07
TIRE FACTORY INC	03-120860		243668	TIRE VEH 3240 WO 46161	\$419.14
	03-121123			FLAT REPAIR VEH 7145 WO 46157	\$26.61
	03-121179			FLAT REPAIR VEH 3320 WO 46132	\$38.55
	03-121181		243740	FLAT REPAIR VEH 3292 WO 46174	\$38.55
	03-121184		243668	WHEEL SWITCH VEH 3332 WO 46141	\$65.16
	03-121206			TIRE REPAIR VEH 4117 WO 46160	\$18.41
	03-121248		243740	TIRES VEH 2419 WO 46173	\$859.25
	03-121253			FLAT REPAIR VEH 6286 WO 46165	\$16.56
	03-121257			TIRE VEH 1103 WO 46196	\$176.34
	03-121303			FLAT REPAIR VEH 7152 WO 46195	\$51.97
	03-121318			WHEEL SWITCH VEH 3309 WO 46189	\$86.88
	03-121319			WHEEL SWITCH VEH 3310 WO 46186	\$86.88
	03-121321			WHEEL SWITCH VEH 3337 WO 46190	\$86.88
	03-121322			WHEEL SWITCH VEH 3336 WO 46187	\$86.88
	03-121323			WHEEL SWITCH VEH 3315 WO 46191	\$86.88
	03-121325			WHEEL SWITCH VEH 3240 WO 46188	\$61.90
	03-121326			TIRES VEH 3311 WO 46192	\$1,227.23
	03-121330			FLAT REPAIR VEH 6587 WO 46193	\$95.30
	03-121331			FLAT REPAIR VEH 3304 WO 46194	\$59.13
	03-121343			TPMS VEH 1103 WO 46196	\$54.79
	03-121344			TIRE VEH 6595 WO 46184	\$142.32
TITAN TRUCK EQUIPMENT	1167403		243669	UNDERBED BOX VEH 3330 WO 45724	\$413.77
TRI CITIES DIESEL INJECTION SERVICE INC	00053012		243743	SLEEVE VEH 3219 WO 46207	\$10.95
WESTERN CASCADE CONTAINER LLC	WCCI17123		243747	TARPER ARM VEH 3292 WO 45995	\$1,345.45
WESTERN SYSTEMS & FABRICATION INC	18452		243748	FILTER VEH 3315 WO 46191	\$230.60
XEROX CORPORATION	088719492		243949	LX5-691298 BASE/PRINTS-MAR	\$193.86
XO HOLDINGS LLC DBA	0289689983		243913	PHONE CHARGES 3/23-4/22/17	\$70.38

EQUIPMENT MAINTENANCE TOTAL ****

\$62,245.91

EQUIPMENT MAINTENANCE FUND Total ***

\$62,245.91

FUND 503

EQUIPMENT REPLACEMENT FUND

Division:

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EQUIPMENT REPLACEMENT

ROWAND MACHINERY CO	P057452	223964	243730	2017 JOHN DEERE EXCAVATOR MODE	\$226,473.29
	P057452			SALES TAX @ 8.6%	\$19,476.70
ZIONS BANK	P057709	2017/PYMT 7	243680	WESTMARK BRUSH TRUCK #5042 ANN	\$36,559.37
	P057709			WESTMARK BRUSH TRUCK #5042 ANN	\$7,726.61



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EQUIPMENT REPLACEMENT TOTAL ****					\$290,235.97
EQUIPMENT REPLACEMENT FUND Total ***					\$290,235.97
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
CITY OF RICHLAND		17-102 PETERS	243780	17-102 WSDOT LTAP	\$423.72
FEDERAL EXPRESS CORP		5-748-09512	243806	PW MARCH SHIPPING CHARGES	\$17.37
MELTON, MARK		032217	243842	REIMB STORMWATER GROUP MEET	\$17.29
PETERS, JEFF		17-102 PETERS	243859	17-102 WSDOT LTAP	\$7.86
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$65.06
XO HOLDINGS LLC DBA		0289689983	243913	PHONE CHARGES 3/23-4/22/17	\$189.96
PW ADMIN & ENGINEERING TOTAL ****					\$721.26
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$721.26
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
LIFE INSURANCE COMPANY OF NORTH AMERICA		2/2017-FLI051384	243715	FLI051384 PREMIUMS - FEB	\$10,249.85
		2/2017-LK030278		LK030278 PREMIUMS-FEB	\$11,427.31
		2/2017-OK807703		OK807703 PREMIUMS-FEB	\$2,992.48
MAGELLAN BEHAVIORAL HEALTH		APR 2017	243718	EAP PREMIUMS-APRIL	\$704.77
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$25,374.41
HEALTH CARE/BENEFITS PLAN Total ***					\$25,374.41
FUND 602	LID GUARANTY				
Division:	905	LID GUARANTY			
BENTON COUNTY TREASURER		2017 NOXIOUS WEED	243916	NOXIOUS WEED ASSESSMENTS-2017	\$6.58
LID GUARANTY TOTAL ****					\$6.58
LID GUARANTY Total ***					\$6.58
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		APRIL 2017	243754	MEDICARE PREMIUM/BAKER	\$108.00
BOWLS, DAVID			243764	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			243770	MEDICARE PREMIUM/CANFIELD	\$107.00
CARRICK, HENRY			243771	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M			243783	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY			243797	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			243800	MEDICARE PREMIUM/ELIASON	\$109.00
ESTY, RAYMOND J			243803	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			243809	MEDICARE PREMIUM/FERRIANS	\$109.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HOUCHIN, EARL		APRIL 2017	243819	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			243824	MEDICARE PREMIUM/JOHNSON	\$105.00
JONES, HAROLD			243825	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			243832	MEDICARE PREMIUM/KEYS	\$134.80
LAHTI, ROGER P			243834	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			243844	MEDICARE PREMIUM/MITCHELL	\$107.00
MURRAY, DAVID			243849	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			243850	MEDICARE PREMIUM/MYERS	\$107.00
OWEN, MICHAEL			243853	MEDICARE PREMIUM/OWEN	\$104.90
PITNEY BOWES PURCHASE POWER		0317/14823173	243869	POSTAGE 03/01/17 TO 03/31/17	\$5.17
POLLARD, JAMES		APRIL 2017	243864	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			243875	MEDICARE PREMIUM/RONEY	\$106.00
SIEMENS, DONALD			243876	MEDICARE PREMIUM/SIEMENS	\$107.00
WEST, ROYAL			243906	MEDICARE PREMIUM/WEST	\$106.00
WILLIAMSON, CRAIG E			243909	MEDICARE PREMIUM/WILLIAMSON	\$105.00

FIRE PENSION TOTAL ****

\$2,498.97

FIREMAN'S PENSION Total ***

\$2,498.97

FUND 612 POLICEMEN'S PENSION

Division: 217 POLICE PENSION

ANDERS, PETER	April 2017	243751	MEDICARE PREMIUM/ANDERS	\$107.00
BATES, LAURIE VERN JR		243755	MEDICARE PREMIUM/BATES	\$108.00
BEDEN, LARRY		243758	MEDICARE PREMIUM/BEDEN	\$108.00
BRUNSON, DALE A		243767	MEDICARE PREMIUM/BRUNSON	\$106.00
BUSH, LEE		243769	MEDICARE PREMIUM/BUSH	\$106.00
CLEAVENGER, WILL J		243784	MEDICARE PREMIUM/CLEAVENGER	\$107.00
CLEMENTS, JOHN M		243785	MEDICARE PREMIUM/CLEMENTS	\$104.90
COUCH, LARRY		243790	MEDICARE PREMIUM/COUCH	\$108.00
DEMYER, JAMES J		243795	MEDICARE PREMIUM/DEMYER	\$112.00
DRIVER, DOUGLAS D		243798	MEDICARE PREMIUM/DRIVER	\$125.00
DUCHEMIN, ROGER		243799	MEDICARE PREMIUM/DUCHEMIN	\$107.00
GANLEY, JOHN M		243813	MEDICARE PREMIUM/GANLEY	\$107.00
HIGGINS, FRED C		243818	MEDICARE PREMIUM/HIGGINS	\$106.00
LARSON, SCOTT K		243835	MEDICARE PREMIUM/LARSON	\$125.00
LEWIS, DAVID L		243836	MEDICARE PREMIUM/LEWIS	\$105.80
LOHDEFINCK, RICHARD N		243839	MEDICARE PREMIUM/LOHDEFINCK	\$108.00
MOORE, ROBERT		243847	MEDICARE PREMIUM/MOORE	\$106.00
PITNEY BOWES PURCHASE POWER		0317/14823173	POSTAGE 03/01/17 TO 03/31/17	\$5.16
SPARKS, DAVID W	April 2017	243879	MEDICARE PREMIUM/SPARKS	\$107.00
TAYLOR, RANDAL L		243889	MEDICARE PREMIUM/TAYLOR	\$134.00
THOMAS, GERALD D		243893	MEDICARE PREMIUM/THOMAS	\$107.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TURNER, ROY		April 2017	243898	MEDICARE PREMIUM/TURNER	\$108.00
WILMOTH, ROD			243910	MEDICARE PREMIUM/WILMOTH	\$108.00
ZIMMERMAN, GERALD			243914	MEDICARE PREMIUM/ZIMMERMAN	\$104.90
POLICE PENSION TOTAL ****					\$2,530.76
POLICEMEN'S PENSION Total ***					\$2,530.76
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		03/17 03030107210	243752	FAX LINES 02/21-03/22/17	\$36.10
CENTURYLINK		0317-509-624-3863	243618	GENERAL 03/16-04/16/17	\$7.31
CHARTER COMMUNICATIONS		0317-180070706114	243777	CABLE SERVICE 03/30-04/29/17	\$28.13
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$2,817.08
FERRIS, LORI		17-117 FERRIS	243810	17-117 WIDE AREA SEARCH	\$42.00
FRONTIER		03/17 2061881060	243812	GENERAL 03/19-04/18/17	\$412.22
MOON, TAE-IM PHD		031617	243846	PSYCH EVALUATION-BAKER	\$400.00
SPRAGUE PEST SOLUTIONS		3091792	243661	PEST CONTROL SRVCS-MARCH	\$44.21
UNITED PARCEL SERVICE	S017357	000986641127	243671	GROUND PKG TO PLANTRONICS FOR	\$4.28
	S017357			WEIGHT CORRECTION FOR PKG TO	\$0.40
VANGUARD CLEANING SYSTEM OF INLAND NW		68131	243903	BCES JANITORIAL SRVCS-APRIL	\$375.00
		68650		SCHEDULED MISSED CLEAN 4/5/17	(\$31.24)
WASHINGTON STATE PATROL		00063144	243905	BCES 1ST QTR ACCESS USER FEE	\$2,700.00
SECOMM OPERATIONS GENERAL TOTAL ****					\$6,835.49
Division:	601	E911 OPERATIONS			
ENTERPRISE RENT A CAR		03/17-45WA423	243626	17-057 DEGRAAF CAR RENTAL	\$127.71
FRONTIER		03/17 2530120862	243812	GENERAL 03/22-04/21/17	\$37.81
MOON, TAE-IM PHD		031617	243846	PSYCH EVALUATION-BAKER	\$400.00
E911 OPERATIONS TOTAL ****					\$565.52
SOUTHEAST COMMUNICATIONS CTR Total ***					\$7,401.01
FUND 642	800 MHZ PROJECT				
Division:	610	800 MHZ			
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$2,817.09
800 MHZ TOTAL ****					\$2,817.09
800 MHZ PROJECT Total ***					\$2,817.09
FUND 643	EMERGENCY MANAGEMENT				
Division:	620	STATE / LOCAL ASSISTANCE			
CHARTER COMMUNICATIONS		0317-180070706114	243777	CABLE SERVICE 03/30-04/29/17	\$28.13
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$669.69
VANGUARD CLEANING SYSTEM OF INLAND NW		68131	243903	BCES JANITORIAL SRVCS-APRIL	\$62.50



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VANGUARD CLEANING SYSTEM OF INLAND NW		68650	243903	SCHEDULED MISSED CLEAN 4/5/17	(\$5.21)
STATE / LOCAL ASSISTANCE TOTAL ****					\$755.11
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
CHARTER COMMUNICATIONS		0317-180070706114	243777	CABLE SERVICE 03/30-04/29/17	\$28.13
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$669.70
SPRAGUE PEST SOLUTIONS		3091792	243661	PEST CONTROL SRVCS-MARCH	\$22.10
VANGUARD CLEANING SYSTEM OF INLAND NW		68131	243903	BCES JANITORIAL SRVCS-APRIL	\$62.50
		68650		SCHEDULED MISSED CLEAN 4/5/17	(\$5.21)
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$777.22
Division: 622	DOE EMERGENCY PREPAREDNESS				
CHARTER COMMUNICATIONS		0317-180070706114	243777	CABLE SERVICE 03/30-04/29/17	\$28.13
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$669.69
VANGUARD CLEANING SYSTEM OF INLAND NW		68131	243903	BCES JANITORIAL SRVCS-APRIL	\$62.50
		68650		SCHEDULED MISSED CLEAN 4/5/17	(\$5.21)
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$755.11
Division: 623	JURISIDICITION				
AT&T LONG DISTANCE		03/17 03030107210	243752	FAX LINES 02/21-03/22/17	\$36.10
CHARTER COMMUNICATIONS		0317-180070706114	243777	CABLE SERVICE 03/30-04/29/17	\$28.14
EXTEND IT SOLUTIONS INC	P057681	17-14018	243698	QUEST APPASSURE SOFTWARE REPLA	\$808.00
SPRAGUE PEST SOLUTIONS		3091792	243661	PEST CONTROL SRVCS-MARCH	\$22.10
VANGUARD CLEANING SYSTEM OF INLAND NW		68131	243903	BCES JANITORIAL SRVCS-APRIL	\$62.50
		68650		SCHEDULED MISSED CLEAN 4/5/17	(\$5.21)
JURISIDICITION TOTAL ****					\$951.63
Division: 630	HOMELAND SECURITY PREPARDNESS				
TNVC INC	P057555	333701-G	243670	WILCOX L4 G11 MOUNT W/ HORN	\$3,060.00
	P057555			SHIPPING	\$25.00
HOMELAND SECURITY PREPARDNESS TOTAL ****					\$3,085.00
EMERGENCY MANAGEMENT Total ***					\$6,324.07
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13375	243716	Customer Refund	\$96.91
		CISPAY13376	243710	Customer Refund	\$10.45
		CISPAY13377	243738	Customer Refund	\$148.96
		CISPAY13378	243703	Customer Refund	\$102.94
				Customer Refund	\$109.35
		CISPAY13379	243686	Customer Refund	\$16.67
		CISPAY13380	243735	Customer Refund	\$65.40



City Of Richland

VL-1 Voucher Listing

From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY13381	243712	Customer Refund	\$430.87
		CISPAY13382	243727	Customer Refund	\$200.00
		CISPAY13383	243726	Customer Refund	\$8.98
		CISPAY13384	243683	Customer Refund	\$29.08
		CISPAY13385	243724	Customer Refund	\$92.79
		CISPAY13386	243695	Customer Refund	\$93.28
		CISPAY13387	243714	Customer Refund	\$24.93
		CISPAY13388	243691	Customer Refund	\$18.59
		CISPAY13389	243685	Customer Refund	\$37.04
				Customer Refund	\$48.34
		CISPAY13390	243694	Customer Refund	\$87.67
		CISPAY13391	243717	Customer Refund	\$88.08
		CISPAY13392	243746	Customer Refund	\$94.53
		CISPAY13393	243722	Customer Refund	\$27.11
		CISPAY13394	243932	Customer Refund	\$267.05
		CISPAY13395	243915	Customer Refund	\$103.03
		CISPAY13396	243935	Customer Refund	\$126.27
		CISPAY13397	243939	Customer Refund	\$13.09
		CISPAY13398	243923	Customer Refund	\$78.65
		CISPAY13399	243947	Customer Refund	\$132.27
		CISPAY13400	243917	Customer Refund	\$100.08
UNASSIGNED TOTAL ****					\$2,652.41
UTILITY BILL CLEARING FUND Total ***					\$2,652.41



City Of Richland

VL-1 Voucher Listing

From: 3/27/2017 To: 4/7/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,402,983.09

Number of Invoices

Amount

Vouchers In Richland	174	\$116,472.17
Vouchers In Tri Cities	103	\$74,785.69
Vouchers In WA	220	\$574,071.65
Vouchers Outside WA	427	\$637,653.58
Vouchers Final Total.....	924	\$1,402,983.09

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$36,269.57	2.59%
3	SUPPLIES	\$146,058.43	10.41%
4	OTHER SERVICES & CHARGES	\$389,158.92	27.74%
5	INTERGOVERNMENTAL SERVICES	\$14,834.32	1.06%
6	CAPITAL PROJECTS	\$146,528.33	10.44%
	MACHINERY & EQUIPMENT	\$252,460.56	17.99%
7	DEBT SERVICE PRINCIPAL	\$44,285.98	3.16%
	REFUNDS	\$2,652.41	0.19%
9	INTERFUND SERVICES	\$79.42	0.01%
	INVENTORY PURCHASES	\$370,655.15	26.42%
	Total	\$1,402,983.09	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

Agenda Category: Items of Business

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:

Resolution No. 79-17, Authorizing an Agreement with Benton County for use of Jail Facilities

Department:
City Manager

Ordinance/Resolution Number:
79-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 79-17, authorizing the City Manager to sign an interlocal agreement with Benton County for use of jail facilities.

Summary:

At the March 21, 2017 pre-meeting, I provided Council an update on the jail contract negotiations with Benton County and asked that you approve a 1 month extension to the short-term jail agreement in order for the cities and the county to complete their negotiations. At that time, I felt we could reach an agreement that was mutually beneficial to all parties.

On the following day, March 22nd, the cities, along with their respective Chiefs of Police, met with Benton County Commissioner Jerome Delvin and Deputy County Administrator Loretta Smith Kelty, where several scenarios were discussed. In preparation for that meeting, the City of Kennewick provided the county and cities with the costs associated with each scenario that had previously been discussed based on actual bed days for the past several years and net operating costs for 2016 that were provided to the cities by the county. At the conclusion of that meeting, the county agreed to run scenarios based on discussions and provide that information to the cities by March 27th in preparation for a follow-up meeting on April 10th.

The cities received no communication from the county until the City of Kennewick sent an email on April 6th inquiring about an agenda and the scenarios so we could prepare for the follow-up meeting on April 10th. The response received from the county was that they had received direction at the commissioners' meeting on March 28th to move forward with the attached contract that was similar to a previous contract they had presented on March 3rd. They also canceled the meeting for April 10th since a decision had been made by the county that, according to their March 28th minutes, it is a 'take it or leave it' offer and there would be no further negotiations.

Given that the county has ended discussions and the City has no other options for housing prisoners at this time, I recommend approval of the attached agreement.

Fiscal Impact:

This agreement will require the City to pay 9.58% of the net operating costs of the jail (based on a fiscal rolling 3 year average). Assuming net operating costs and bed days remain constant, this jail contract will additionally cost the City approximately \$400K.

Attachments:

1. Memo - Supplemental Staff Report
2. Resolution No. 79-17
3. Jail Contract
4. Meeting Minutes-Benton County Commissioners



MEMORANDUM

TO: City Council

FROM: Cindy Reents, City Manager

DATE: April 14, 2017

SUBJECT: Resolution No. 79-17 Agreement for Jail Services - Supplemental Staff Report

Benton County Jail Usage Contract:

As negotiations continued toward a successor agreement, an Amendment to the short term agreement was warranted and a new expiration date of April 30, 2017 was approved at Council's March 21st Council meeting. I provided an update to Council at that time.

While the cities understood and accepted there would be immediate increases based on the new funding model (% based in lieu of bed day rate), we also believed in a negotiated contract where all parties agreed would be possible. The major points of discussion revolved around the rolling three years for bed day usage and contract duration. Early discussions revolved around a 2 year contract and then a re-evaluation since this is a new funding model. The County stands firm on a four year contract.

Bed day usage dropped dramatically in 2016 due to LFO changes (pay or serve practice). For Richland the difference is a 43% reduction (17,021 down to 9,744). The difference between the county's agreement and the cities' request is 6 months of bed days. It is important to note that those 6 months represent the higher bed day usage over current. The cities contend the County's rolling years of July 2013 to June 2016 do not accurately reflect the current jail usage and artificially increases the cities' percentages and does not appear to normalize until the end of the 4-year contract. The cities believe costs going forward should be based on current usage of 2016 and forward rolling rather than higher usage years which our Chiefs and the Interim Sheriff do not believe will be replicated. However, the cities proposed calendar years 2014-2016, thereby utilizing all of 2016.

On March 22, representatives from the cities (West Richland, Kennewick, Prosser and Richland) along with their respective Chiefs of Police met with Benton County representatives, Commissioner Jerome Delvin and Deputy County Administrator Loretta Smith Keltly. The cities continued to explain that the rolling three year average for bed day usage of July 2013 – July 2016 does not accurately reflect the new "normal" usage.

The Chiefs and Interim Sheriff agreed that 2016 is the new landscape, specifically due to the LFO issue. However, County representatives stated, "Using old data helps smooth out the impact to the County" and further indicated that others feel "the cities are tenants and have no say so in their jail."

The County representatives agreed to run new scenarios based on the cities concerns and presented data and provide those scenarios to the cities to review prior to meeting again on April 10, 2017.

Unfortunately, on April 6, 2017 we were notified that the Commissioners voted unanimously on March 28th to forward the attached agreement and that cities remit a signed copy by April 21st; where the Board of Commissioners will then sign it on April 28, 2017. Benton County then cancelled the April 10 meeting.

The March 28, 2017 Benton County minutes (attached) reflect, "The Board agreed that whatever they decided should be a 'take it or leave it' offer."

Further, the April 4, 2017 minutes, also (attached) show that the Benton County Commissioners motioned to look at creating a Bureau of Corrections or Dept. of Corrects that would fall underneath the Board of Commissioners. To have Personnel look at a job description for an Administrator of the jail and look at January 2018 for it to come under the Board of Commissioners. The motion carried.

The fiscal impacts are unknown should Benton County change current jail administration methods. However, in an April 11, 2017 email Benton County's Deputy County Administrator stated, "Impacts to the cities, if any, are unknown until further review, but at this time the Board really doesn't anticipate impacts as any change would be internal to the County."

Contract Fiscal Impact:

The presented contract is an increase of approximately \$400K over budgeted amounts over the life of the contract. Using fiscal years 2013-2016 Richland's bed day usage is 50,197. Conversely, using 2014-2016 calendar year Richland's bed day usage is 45,825 beds. The difference between the two methods is 50% of 2016 bed days (6 months) which equates to an approximate 9.5% increase to Richland's share of jail costs.

Contract Recommendation:

Without viable alternatives for housing our prisoners at this time, I recommend approval of the 4 year contract for jail services with Benton County.

The 4 year contract leaves very little flexibility but appears to be our best option at this time. Should additional information, options or proposals become available, Council will be notified.

RESOLUTION NO. 79-17

A RESOLUTION of the City of Richland authorizing the execution of an Interlocal Agreement with Benton County for Use of Jail Facilities.

WHEREAS, on December 20, 2011, the City of Richland entered in to an Interlocal Agreement for Use of Jail Facilities with Benton County through December 31, 2016 (Contract No. 135-11); and

WHEREAS, on December 6, 2016, Richland City Council authorized, by adoption of Resolution No. 234-16, execution of a Short Term Agreement for Use of Jail Facilities which expired March 31, 2017 (Contract No. 272-16); and

WHEREAS, on March 21, 2017, Richland City Council authorized, by adoption of Resolution No. 58-17, execution of the First Amendment to the Short Term Agreement for Use of Jail Facilities, extending the Short Term Agreement through April 30, 2017 to facilitate the negotiations process; and

WHEREAS, a new agreement has been presented with an effective date of May 1, 2017 through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an Interlocal Agreement for Use of Jail Facilities with Benton County for jail services.

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

ADOPTED by the City Council of the City of Richland at a regular meeting on the 18th day of April, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

AGREEMENT FOR USE OF JAIL FACILITIES

THIS AGREEMENT is made and entered into by and between BENTON COUNTY, a political subdivision of the State of Washington (hereinafter "County") and the City of RICHLAND, WASHINGTON, a municipal corporation (hereinafter "City").

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows:

1. PURPOSE. The City, desiring to utilize Benton County Jail (hereinafter "jail") facilities and services, for the incarceration of City prisoners, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), hereby enters into an agreement with the County for use of the County jail facility and services for confinement of City prisoners. It is the purpose of this agreement to provide for the joint use by the parties of the jail facilities and services at the jail located at the Benton County Justice Center.

2. DEFINITIONS. (a) "Benton County Custody Budget" shall mean all expenditure items in such budget except for expenditures directly for the costs of work crews. The Custody Budget will include but not be limited to a depreciation expense in the amount of One Hundred Seventy Eight Thousand Dollars (\$178,000) per year and expense estimates for all medical expenses incurred in connection with medical treatment of inmates, whether such services are provided in the jail or outside of the jail.

(b) "Benton County Facilities Budget" shall mean that budget labeled as "Facilities" in the then current budget adopted by Benton County.

(c) "City Prisoner" shall mean a person who is booked into the jail pursuant to an arrest by a police officer for the commission of a misdemeanor or gross misdemeanor, which could be booked as a violation of a ^{Richland} ~~Kennelick~~ city ordinance. For the term of this agreement, should the City choose to repeal any or all of its ordinance provisions which would give rise to potential City jail time, such action will have no bearing on the computation of City prisoner days as defined below.

(d) "City Prisoner Day" shall mean any portion of a consecutive 24-hour period that a City Prisoner is in the custody at the County jail and shall include when a City Prisoner is only booked and released, as calculated using the current Intergraph Jail

Management System (ILEADS) methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a City Prisoner's stay is from 8:00 AM on January 1, 2007 to 1:00 PM on January 3, 2007, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of City Prisoner Days would be three.

"City Prisoner Day" shall also include prisoners who participate in the work release program.

(e) "Net Operating Cost" of the jail shall be calculated monthly as follows: (i) All expenditures in a particular month from the Benton County Custody Budget and all expenditures for that month under bars code 518.302 (or its successor) of the Benton County Facilities Budget, less (ii) all reimbursement payments from any inmate or from another governmental entity for the costs of home monitoring (currently bars code 342.36.0002); medical costs (currently bars codes 342.36.0003, 342.36.0005, and 342.36.0009); work release (currently bars code 342.36.0010); incentive payments from the Social Security Administration (currently bars code 342.36.0006), less (iii) payments received from a governmental entity not within Benton County for incarceration of inmates; provided that reimbursements to the County from the State of Washington for the costs of incarcerating convicted felons pursuant to Chapter 137-75 of the Washington Administrative Code (OAA Offenders) shall not be deducted in the calculation of "Net Operating Costs".

(f) "Prisoner Day" shall mean any portion of a consecutive 24-hour period that any prisoner is in custody at the County jail due to charges by the County, the City or any other city located within the County, any OAA Offenders, and shall include when a prisoner is only booked and released, as calculated using the current Intergraph Jail Management System (ILEADS) methodology for counting jail days. After booking, the total elapsed time for each visit shall be calculated in minutes. At the time of release, the number of minutes will be divided by 1440 (the number of minutes in a day), and the resulting number will be rounded up. For example, if a prisoner's stay is from 8:00 AM on January 1, 2007 to 1:00 PM on January 3, 2007, the total elapsed time would be 3,180 minutes. This is two days and five hours, and the number of Prisoner Days would be three.

"Prisoner Day" shall also include prisoners who participate in the

work release program.

3. AVAILABILITY OF JAIL FACILITIES. The jail facilities and services shall be available for confinement of City Prisoners held upon arrest, awaiting trial, and serving sentences of jail terms on a space available basis; provided, confinement of City prisoners will be given priority over confinement of Prisoners for jurisdictions from outside of Benton County.

4. COMPENSATION FROM CITY. The City shall pay the County as compensation for its provision of jail facilities and services as specified herein.

(a) For incarceration of City Prisoners between May 1, 2017, and December 31, 2017, the City shall pay to the County a monthly amount equal to 9.58% of the Net Operating Costs of the jail for the prior month. For subsequent calendar years, the percentage owed shall be adjusted according to Section 4(b) below. The County will use reasonable efforts to bill the City within twenty (20) days after the close of a particular month.

(b) For calendar years following 2017, the percentage of the monthly Net Operating Costs that the City shall pay shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1st and ending June 30th of the preceding year. By way of example, the percentage of Net Operating Costs owed by the City each month for 2018 shall be the ratio of City Prisoner Days to Prisoner Days for the three year period beginning July 1, 2014, through June 30, 2017.

(c) Administration Cost: In addition to the amounts owed under Sections 4(a) and 4(b) above, the City shall pay a monthly Administration Fee in the amount of five percent (5%) of the expenditures in the prior month from the Benton County Custody Budget and under bars code 518.302 (or its successor) from the Benton County Facilities Budget. The Administration Fee is not included in the expenditures from the Benton County Custody Budget of Facilities Budget.

(d) The City's obligations to pay for work crew costs is set forth in a separate agreement between the parties and not covered by this Agreement.

5. PAYMENT. The County shall bill the City by submitting a monthly voucher to the City. The City shall pay the County the compensation set forth in Section 4 hereof within thirty (30) days

from receipt of such voucher. Account balances overdue sixty (60) days or more will be subject to a service charge of 1% per month (12% per annum) commencing on the initial due date. Should it become necessary, all collection costs will be paid by the City.

6. MEDICAL COSTS AND TREATMENT.

- (a) The County shall have the right to refuse to accept a City Prisoner who, at the time of delivery to the jail for confinement, is in need of medical attention, until the City has made arrangements satisfactory to the County, for such medical attention.
- (b) The County will provide medical services for all City Prisoners in accordance with the policies and procedures adopted by the County.
- (c) It is within the County's sole discretion to determine whether a City Prisoner requires medication, medical care including mental health care) or dental treatment that is not available in the health care program within the jail.
- (d) The County agrees to use reasonable efforts to obtain reimbursement from the prisoner, insurance, public assistance or other sources, for such costs of medication, and medical care or dental treatment.
- (e) The City shall not be required to make any payments for medical expenses in addition to the compensation owed to the County under Section 4 above.

7. TRANSPORTATION OF PRISONERS. The City shall be responsible for all transportation of City Prisoners to and from the Benton County Justice Center necessary for any reason, or the cost thereof if transportation is provided by the County at the applicable mileage reimbursement rate for private vehicle use set by the U.S. General Services Administration. The County reserves the right not to provide transportation of City Prisoners.

8. TRANSFER OF CUSTODY. City police officers or any law enforcement on behalf thereof delivering persons to the jail for confinement shall provide the receiving officer of the jail with an arrest warrant, citation, court order, other documentation or a completed detention request form satisfactory to the receiving officer which indicates the legal basis for confinement of the

person and, in the absence of such documentation, the receiving officer may refuse to accept the person for confinement.

The County may also refuse to accept any City Prisoner for confinement if, in its sole discretion, it would be inappropriate to accept such person for security or safety reasons prompting the Sheriff or his designee to conclude that it would be inappropriate for a particular person to be held in custody in the jail, including but not limited to familial, social or employment relationships between the person and one or more members of correctional staff.

- (a) City police officers delivering persons to the jail for confinement shall remain in the immediate presence of such person, shall be responsible for such person and shall be considered to have such person in their sole custody until the jail receiving officer has accepted documentation for such person's confinement and physical custody of that person and has indicated that the delivering officer may leave. At such time, and only at such time, will the County have assumed custody of and responsibility for the person to be confined.
- (b) City Prisoners shall be subject to all applicable rules, regulations and standards governing the operation and security of the jail. All city officers delivering prisoners to the County jail shall comply with those rules, regulations and standards.

9. ACCESS TO PRISONERS. City police officers and investigators shall have the right to interview prisoners at any reasonable time within the jail. City police officers shall be afforded equal priority for use of jail interview rooms with other departments, including the Benton County Sheriff's Department.

10. POSTING OF BAIL. The County shall serve as agent for the City in receipt of bail bonds or monies posted for City Prisoners.

11. SPECIAL PROGRAMS.

- (a) Work Release. If it is desired that a City Prisoner participate in the jail work release program, City Prisoners shall be treated the same as county prisoners and shall be entitled to participate in the work release program solely upon a space available basis and qualification pursuant to Benton County's Bureau of Corrections standards.
- (b) Home Monitoring and Work Crew Prisoners participating in a

home monitoring program or work crew shall not be included in the calculation of "City Prisoner Days" or "Prisoner Days" under Sections 2(d) or 2(f) of this Agreement. Work crew costs are not considered part of the Custody Budget under this Agreement and are recouped pursuant to a separate agreement between the parties and not under this Agreement.

The cost of providing home monitoring is part of the Custody Budget and is paid for by the City under this Agreement; provided, the County shall use all best efforts to collect as much of the cost of home monitoring from the City Prisoner as it can.

12. RELEASE OR LEAVE OF CITY PRISONERS. City Prisoners shall be permitted to leave the jail only:

- (a) upon the authorized, written request of the City police; or
- (b) by order of the Court having jurisdiction of a City Prisoner and the matter for which such prisoner is being confined; or
- (c) for appearance by the prisoner in the Court in which the prisoner has been charged; or
- (d) in compliance with a valid writ of habeas corpus, or
- (e) for necessary medical or dental treatment or care not available within the jail; or
- (f) when the prisoner has completed service of the sentence, the charge pending against the prisoner has been dismissed or bail or other satisfactory recognizance has been posted as required by the Court.

13. RECORDKEEPING. The County, based on consultation with the City's chief of police, agrees to maintain a system of record keeping to document the booking and confinement of each City Prisoner in such style and manner as is equivalent to the County's records pertaining to its prisoners under the current ILEADS system. The County shall make copies of said records available upon request by the City. The City agrees to be bound by all applicable confidentiality laws regarding jail records.

14. INDEMNIFICATION.

- (a) The City shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all

claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the City, its officers, agents, or employees, in the performance of this Agreement or in arresting, detaining, charging, transporting, interrogating or otherwise dealing with persons either before or after presentation to and acceptance by the County for confinement in the jail. With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the City expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the City. This waiver is mutually negotiated by the parties.

In the event that any suit based upon such a claim, action, loss, cost, expense, or damage is brought against the County, the City shall defend the County at its sole cost and expense; provided, that the County retains the right to participate in any such suit if any principle of governmental or public law is involved. If final judgment is entered against the County, or its officers, agents, or employees, the City shall satisfy the same in full.

- (b) The County shall indemnify and hold harmless the City and its officers, agents and employees, from and against any and all damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of the County, its officers, agents or employees, in the performance of this Agreement or in confining persons who have been presented by the City to and accepted by the County for confinement in the jail while said persons are in the jail or in the custody of the County outside the jail. With respect to the performance of this Agreement and as to claims against the City, its officers, agents and employees, the County expressly waives its immunities under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of any employee of the County. This waiver is mutually negotiated by the parties.

In the event any suit based upon such a claim, action, loss, cost, expense or damage is brought against the City, the

County shall defend the City at its sole cost and expense; provided that the City retains the right to participate in such suit if any principle of governmental or public law is involved. If final judgment be rendered against the City or its officers, agents, or employees the County shall satisfy the same in full.

15. NON-DISCRIMINATION POLICY. It is the policy of Benton County that no person shall be subjected to discrimination by the County or by its contractors because of race, color, national origin, sex, age, religion, creed, marital status, sexual orientation, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

16. AUTHORITY. This Agreement is executed in accordance with the authority of RCW 70.48.090 and Chapter 39.34 RCW, the Interlocal Cooperation Act. The following information is given pursuant to the provisions of RCW 39.34.030:

- (a) The duration of this Agreement shall be as set forth in Section 19 below;
- (b) Benton County shall be responsible for the administration of this Agreement as provided by Section 17 hereof.
- (c) The purpose of this Agreement is to permit the joint use of the Benton County jail facilities and services for confinement of prisoners of the parties to the Agreement thereby promoting maximum use and efficiency of the Benton County jail;
- (d) Termination of this Agreement shall be as provided in Section 20 hereof;
- (e) This Agreement shall be administered as provided in Section 17 hereof;
- (f) Unless otherwise specifically agreed by the parties in writing, all property, personal and real, utilized by the parties hereto in the execution of this agreement shall remain the property of that party initially owning it.
- (g) Nothing in this Agreement shall preclude the City from maintaining and utilizing its own holding facilities.

17. ADMINISTRATION. This Agreement shall be administered by Benton County or the Contracting Officer.

18. REMEDIES. No waiver of any right under this Agreement shall be effective unless made in writing by the authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

19. DURATION. Upon its effective date, this agreement supersedes the prior Agreement for Use of Jail Facilities between the parties. This agreement shall be effective from May 1, 2017 through December 31, 2020.

20. TERMINATION. This agreement may be terminated prior to the end of its term by either party for cause upon not less than ninety (90) days' advance written notice. Said notice shall set forth the basis for termination.

[Remainder of Page Intentionally Left Blank]

Dated: _____

BENTON COUNTY, WASHINGTON

JAMES BEAVER, Chairman.

SHON SMALL, Member.

JEROME DELVIN, Member.

Constituting the Board of
County Commissioners of Benton
County, Washington.

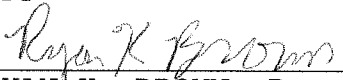
DATED: _____

Attest: _____
Clerk of the Board

Approved as to Content:

JERRY HATCHER
Interim Benton County Sheriff

Approved as to Form:



RYAN K. BROWN, Deputy
Prosecuting Attorney

Dated: _____

CITY OF RICHLAND, WASHINGTON

By: _____
Title: _____

Approved as to Form:

HEATHER KINTZLEY
City Attorney

Executive Session – Settlement Agreement

The Board went into executive session at 10:15 a.m. with DPA Steve Hallstrom for up to 15 minutes to discuss a settlement agreement. Also present were David Sparks, Cami McKenzie, Loretta Smith Kelty, Matt Rasmussen, Robert Blain, and Ryan Brown.

The Board came out at 10:27 a.m. No decisions were made in executive session.

MOTION: Commissioner Small moved to authorize payment to Employee S. Hamilton for Lost Vacation. Commissioner Delvin seconded and upon vote, the motion carried.

Jail Use Agreement

Commissioner Delvin discussed the ongoing meetings with the cities about the new jail use agreement. He said the cities had asked him to come back to the Board and make recommendations and he didn't think that was appropriate; maybe in these situations elected officials should not go to the meetings, but leave it to staff so they could make recommendations.

Commissioner Small said he agreed and if a Commissioner was going to recommend something, it should be because they believed in the issue; otherwise, they could just bring it back for discussion.

Chairman Beaver said he also agreed the Board members should not be put in a position to have budgetary discussions outside the Board room but the financial team should do the negotiating as much as possible.

The Board discussed the ongoing negotiations and Mr. Sparks said he came up with a simple formula if the cities were no longer interested in the rolling average. He said it was currently \$99.82 per bed per day for local prisoners and they could pay it monthly and it included medical. Mr. Sparks said there was a cost to maintaining a facility that was ready to go in case the cities used it and the County had to pay for that even if they didn't use it.

The Board agreed that whatever they decided, it should be a "take it or leave it" offer.

MOTION: Commissioner Delvin move to send out a letter setting forth the offer of a three-year rolling average (to expire in 2020) and using July 2014 through June 2016 (for 2017 rates). Commissioner Small seconded and upon vote, the motion carried.

Claim for Damages

CC 2017-12: Received March 29, 2017 from Kurt Recknagle

CC 2017-13: Received March 29, 2017 from Brian Fauver

Other Business

Commissioner Delvin said after reading an article in Sunday's paper about the jail/mental health expansion, he started thinking again about pursuing other avenues. He said he still had a lot of questions and at this time could not support that without looking at other options. He expressed concern about finding out information and issues concerning the jail after the fact once a lawsuit was filed, the liability and risk, and the fact the jail was 25% of the County's budget. He said he wanted to talk again about a different structure and having the Dept. of Corrections under the County Commissioners.

Commissioner Beaver said from a business model standpoint, the Board's role was to take care of finances and the jail program was quite expensive and held extreme liability. He said he concurred they should look at the option of a management style in the jail and other counties have looked at this kind of program due to the liability and expense. He stated it was too expensive for the County not to look at different options.

Commissioner Small said there might have been a communication gap regarding the lawsuit and he wanted to check on that. He didn't know what administration was involved and whether it was an issue they should talk to the Interim Sheriff about and he didn't want to do anything too hasty. Additionally, a lot of facilities came over to see how Benton County was running its facility and he didn't know about having a jail administrator. He commented that he felt the communication was vastly improved.

Commissioner Delvin said he had conversations with DPA Lukson and 90-95% of his time was spent working jail issues. He said times were changing and he didn't want to do anything drastic but timing was everything; since they were in the midst of appointing a new Sheriff he wanted to take a serious look at doing something new and at least pursue the issue.

MOTION: Commissioner Delvin moved that the Board of Commissioners look at creating a Bureau of Corrections or Department of Corrections that would fall underneath the Board of Commissioners and have staff look at what it would take to do that; to have Personnel look at a job description for an administrator of the jail and look at January 2018 for it to come under the Board of Commissioners. Chairman Beaver seconded.

Discussion

Chairman Beaver said they had a financial responsibility and it was important they look at this. He was not saying they were going to start tomorrow but he wanted to see a plan to have it move to the next level so Benton County could stay financially strong.

Commissioner Small asked if this was an advisory study or to just look at issues and concerns they could address. He said that regardless of who was in charge, there would be liability and they would get sued and people would die in the jail. He said that starting in January 2018 was a big deal and he wanted to know how they would be able to find someone to put in the hours required in a short amount of time.

Commissioner Delvin said he wanted to look at this option, pull up job descriptions and talk to the other counties and jail operations and talk to their administrators and commissioners and get a clear understanding. He said it was not anything they would do next month but he wanted to have a process so they could make a decision in January 2018 whether to go forward or not.

Commissioner Small asked how many other counties had this form of jail administration and Commissioner Delvin said he thought there were about 14. Mr. Sparks said some of those were the charter form of government which was an entirely different process.

Commissioner Small said he wanted to make sure they were working as well as they could and take a good look.

Upon vote, the motion carried with Commissioner Small opposing.

Account Payables

Check Date: 03/31/2017

Warrant #: 155055-155174
Total all funds: \$367,402.27

Transfers #: 33107
Total all funds: \$2,423.17

Transfers #: 33101-33106
Total all funds: \$348,498.03

Warrant #: 155175-155280
Total all funds: \$2,965.85

Check Date: 03/24/2017

Warrant #: 154388-154533
Total all funds: \$4,836.02

Warrant #: 154787-154905
Total all funds: \$408,393.17

Transfers #: 3271701-3271707
Total all funds: \$361,486.41

Total amounts approved by fund can be reviewed in the Benton County Auditor's Office.

Resolutions

2017-245: Surplus of Personal Property



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

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: 04/18/2017

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City Council

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 04/18/2017

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Subject:
Mayor

Department:
City Council

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: