



Agenda
City Council Regular Meeting
Tuesday, December 19, 2017
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (20 minutes)
 - Heather Kintzley, City Attorney
2. 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:

3. 2017 Year-End Hanford Communities Report (10 minutes)
 - Pam Brown-Larsen, Hanford Projects Manager
4. Acknowledging Outgoing Councilmembers Rose and Luzzo Gilmour (10 minutes)
 - Cindy Reents, City Manager

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

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

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

Minutes:

5. Approve the minutes of the meeting held on December 5, 2017.
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

6. Ordinance No. 41-17, Amending RMC Title 14: Electricity, Relating to Inspection of Traffic Management Systems
 - Bob Hammond, Energy Services Director
7. Ordinance No. 58-17, Approving a Zone Change for the Westcliffe Heights II Subdivision on Little Badger Mountain (Bauder)
 - Kerwin Jensen, Community Development Director

8. Ordinance No. 59-17, Amending RMC Chapter 12.11 Streets and Sidewalks, Intersection Sight Distance
 - Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

9. Ordinance No. 51-17, Approving Amendments to the 2017 Budget
 - Cathleen Koch, Administrative Services Director
10. Ordinance No. 55-17, Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District
 - Heather Kintzley, City Attorney
11. Ordinance No. 56-17, Approving the 2021 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director

Resolutions – Adoption:

12. Resolution No. 224-17, Approving 2018 Hotel/Motel Lodging Tax Fund Awards
 - Jon Amundson, Assistant City Manager
13. Resolution No. 225-17, Adopting a Debt Management Policy
 - Cathleen Koch, Administrative Services Director
14. Resolution No. 226-17, Approving the Final Plat of West Village Phase II in Badger Mountain South
 - Kerwin Jensen, Community Development Director
15. Resolution No. 227-17, Approving Support of the Operation of the Columbia Generating Station
 - Bob Hammond, Energy Services Director
16. Resolution No. 229-17, Authorizing a Consulting Services Agreement Supplement with BergerABAM, Inc. for the Duportail Bridge Project
 - Pete Rogalsky, Public Works Director
17. Resolution No. 231-17 - Authorizing a Gas Purchase and Site License Agreement for the Horn Rapids Landfill Gas-to-Fuel Project
 - Pete Rogalsky, Public Works Director
18. Resolution No. 232-17, Authorizing Solid Waste Collection Agreements with Waste Management, Inc.
 - Pete Rogalsky, Public Works Director
19. Resolution No. 233-17, Expressing Appreciation to Frances Lottie White for Service on the Arts Commission
 - Heather Kintzley, City Attorney

Items for Approval:

20. Authorize a Salary Adjustment for the City Manager with Effective Date Consistent with the Unaffiliated Performance Plan
 - Cindy Reents, City Manager
21. Appointment to the Arts Commission: Jeff Peterson
 - Heather Kintzley, City Attorney

Expenditures - Approval:

22. Expenditures from November 27, 2017 - December 8, 2017 for \$17,090,377.30, including Check Nos. 252338-252801, Wire Nos. 6631-6644, Payroll Check Nos. 127380-127907, and Payroll Wire/ACH Nos. 10190-10202
- Cathleen Koch, Administrative Services Director

Tabled Business:

23. Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors - Second Reading and Passage
- Kerwin Jensen, Community Development Director

Items of Business:

24. Resolution No. 230-17, Awarding Bid to Apollo, Inc. for Duportail Bridge - Phase 1 Construction Project
- Pete Rogalsky, Public Works Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Agenda Item

Key Element:

Subject:

Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (20 minutes)

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

Executive Session Item

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

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: 12/19/2017

Agenda Category: Presentations

Key Element:

Subject:

2017 Year-End Hanford Communities Report (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Approve the minutes of the meeting held on December 5, 2017.

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the minutes of the Council meeting held on December 5, 2017.

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 120517 Minutes



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, December 5, 2017

Pre-Meeting Executive Session:

Mayor Thompson called the pre-meeting to order at 6:00 p.m. in the City Manager's Conference Room in the City Hall Annex building.

Attendance:

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

Also present was City Manager Reents.

1. Executive Session per RCW 42.30.110 (1) (g) Performance Review of Public Employee (60 minutes)
 - Cindy Reents, City Manager

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 6:00 P.M. TO DISCUSS PER RCW 42.30.110 (1) (G) PERFORMANCE REVIEW OF PUBLIC EMPLOYEE FOR 60 MINUTES. THE MOTION CARRIED 7-0.

MAYOR THOMPSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:00 P.M. THE MOTION CARRIED 7-0.

City Attorney Kintzley joined the second executive session.

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

MAYOR PRO TEM CHRISTENSEN MOVED AND MAYOR THOMPSON SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:10 P.M. THE MOTION CARRIED 7-0.

City Council Pre-Meeting - 7:10 p.m.

Agenda Item

2. Discuss Meeting Agenda Items (15 minutes)
 - Councilmembers

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

City Council Regular Meeting - 7:30 p.m.

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

Welcome and Roll Call

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

Attendance:

Mayor Robert Thompson, Mayor Pro Tem Terry Christensen, Councilmember David Rose, Councilmember Phillip Lemley, Councilmember Brad Anderson, Councilmember Sandra Kent, Councilmember Dori Luzzo Gilmour were present.

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

Pledge of Allegiance

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

Approval of Agenda

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

Presentations

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

Ms. Jubb announced the retirees Jim Jordon, Assistant Fire Marshall, with 26 years of service and Randy Rosen, General Crafts Worker, with 29 years of service. Ms. Jubb then announced the new hires: Karen Gonzalez-Alvarez, Parks & Recreation Aide; Benjamin Harrington, Police Officer; Kelly King, Emergency Communications Dispatcher; and Savannah Montgomery, Emergency Communications Dispatcher.

Public Hearing

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

4. Proposed Amendments to the 2017 Budget - Ordinance No. 51-17
- Cathleen Koch, Administrative Services Director

Mr. Allen said a public hearing was necessary for Ordinance No. 51-17, Amending the 2017 Budget, and he proceeded to give the details of the budget amendments. He said the first reading of the ordinance is on the agenda and the second reading and passage is scheduled for the December 19, 2017, Council meeting.

Council did not have any questions.

Mayor Thompson opened the public hearing at 7:38 p.m. and closed the hearing at 7:38:15 p.m. as there were no comments.

5. Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District - Ordinance No. 55-17
- Heather Kintzley, City Attorney

Ms. Kintzley said on March 21, 2017, the Richland City Council passed Ordinance No. 02-17, establishing the Richland Transportation Benefit District "Richland TBD". The primary purpose of the Richland TBD is to support the City's pavement preservation program, and to provide some limited funding in support of the Duportail Bridge. The geographical boundaries of the Richland TBD mirror those of the City of Richland. This public hearing is being held pursuant to Resolution No. 217-17. The legal requirements regarding publication have been met.

Council did not have any questions.

Mayor Thompson opened the public hearing at 7:41 p.m.

Ann Fraser, 570 Holly Street, Richland, WA, asked where the announcement of this action was posted. Ms. Kintzley said it was noticed in the Tri City Herald newspaper.

Mayor Thompson closed the public hearing at 7:42 p.m.

6. 2018 Community Development Block Grant and HOME Funding Recommendations - Resolution Nos. 209-17 & 218-17
- Kerwin Jensen, Community Development Director

Mr. Jensen said the 2018 Annual Action Plan (AAP) for the City of Richland and the Tri-Cities HOME Consortium is a supplement to the 2015-2019 Consolidated Plan. It describes proposed uses of 2018 funding from the U.S. Department of Housing and Urban Development (HUD) and 2018 anticipated program income from repaid housing loans via the HOME Investment Partnership and Community Development Block Grant (CDBG) programs. Mr. Jensen gave details of the programs as well as Block Grant

Coordinator Burden.

Council had a question and answer period with Ms. Burden and Mr. Jensen on the topic.

Mayor Thompson opened the public hearing at 7:51 p.m. and closed the hearing at 7:51:15 p.m. as there were no comments.

Public Comments

There were no public comments.

Consent Calendar

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ANDERSON SECONDED THE MOTION TO APPROVE THE CONSENT CALENDAR AS AMENDED BY MOVING ORDINANCE NO. 48-17 AND RESOLUTION NO. 222-17 TO ITEMS OF BUSINESS. THE MOTION CARRIED 7-0.

Minutes

7. Adopt the Minutes of the Meeting Held November 21, 2017
 - Heather Kintzley, City Attorney

Ordinances - First Reading

8. Ordinance No. 51-17, Approving Amendments to the 2017 Budget
 - Cathleen Koch, Administrative Services Director
9. Ordinance No. 55-17, Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District
 - Heather Kintzley, City Attorney
10. Ordinance No. 56-17, Approving the 2021 Council Compensation Plan
 - Cathleen Koch, Administrative Services Director

Ordinances - Second Reading/Passage

- PULLED:** 11. Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors
 - Kerwin Jensen, Community Development Director
12. Ordinance No. 53-17, Amending RMC Title 3: Finance, Chapter 3.24 Funds

- Cathleen Koch, Administrative Services Director

13. Ordinance No. 54-17, Authorizing a Fiber Optic Franchise Agreement and Master Permit with WA-CLEC LLC, dba Crown Castle

Pete Rogalsky, Public Works Director

Resolutions – Adoption

14. Resolution No. 209-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development for Community Development Block Grant (CDBG) Funds for 2018

- Kerwin Jensen, Community Development Director

15. Resolution No. 218-17, Authorizing Submission of Grant Forms to the U.S. Department of Housing and Urban Development (HUD) for the HOME Investment Partnership Program

- Kerwin Jensen, Community Development Director

16. Resolution No. 219-17, Authorizing a Collaboration Agreement for a Regional Analysis of Fair Housing Plan

- Kerwin Jensen, Community Development Director

17. Resolution No. 221-17, Authorizing a Purchase and Sale Agreement with Rieve Properties for 1-Acre in the Horn Rapids Business Center

- Kerwin Jensen, Community Development Director

- PULLED:** 18. Resolution No. 222-17, Authorizing a Purchase and Sale Agreement with Anmol Enterprises, LLC for 2.5 Acres in the Horn Rapids Commercial Center

- Kerwin Jensen, Community Development Director

19. Resolution No. 220-17, Authorizing the Energy Services Director to Represent the City of Richland Energy Services in Market Power Purchase Transactions with Northwest Intergovernmental Energy Supply

- Bob Hammond, Energy Services Director

Items for Approval

20. Appointments to the Americans with Disabilities Act Citizens Review Committee:

David Carl and Michele Levenite
- Heather Kintzley, City Attorney

21. Authorize Travel for Mayor Thompson and Mayor Pro Tem Christensen
- Cindy Reents, City Manager

Expenditures - Approval

22. Expenditures from November 13, 2017 - November 24, 2017 for \$4,466,402.97 including Check Nos. 252009-252337, Wire Nos. 6623-6630, Payroll Check Nos. 126842-127379, and Payroll Wire/ACH Nos. 10174-10189
- Cathleen Koch, Administrative Services Director

Items of Business

23. Resolution No. 223-17, Authorizing a Purchase and Sale Agreement with Chill Build WA, LLC for 9 Acres in the Horn Rapids Industrial Park
- Kerwin Jensen, Community Development Director

Mr. Jensen said Chill Build WA, LLC is proposing to purchase a 9-acre property within the Horn Rapids Industrial Park east and adjacent to its freezer facility. The purpose of the purchase is to accommodate expansion of Chill Build WA, LLC's existing freezer facility. The purchase price is \$32,500 per acre for the 9-acre property, amounting to estimated gross proceeds of \$292,500. The City will retain a repurchase right if Chill Build has not submitted an application for approval of building plans to the City within twelve (12) months of closing, and if it does not begin construction of the construction office and warehouse facility within eighteen (18) months of closing. The proposed purchase was reviewed by the Economic Development Committee at its November 27, 2017 meeting. The EDC and staff recommended approval of Resolution No. 223-17.

Council had a question and answer period with Mr. Jensen on the topic.

MAYOR PRO TEM CHRISTENSEN MOVED AND COUNCILMEMBER ROSE SECONDED THE MOTION TO ADOPT RESOLUTION NO. 223-17. THE MOTION CARRIED 7-0.

24. Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors
- Kerwin Jensen, Community Development Director

Mr. Jensen said the Economic Development Committee has recommended that the City revise its zoning regulations to provide for vehicle-based food vendors (food trucks) to operate in the City's commercial and business zoning districts. Under the City's existing

regulations, food trucks are allowed to operate only in the C-3 General Business district. The Planning Commission held a public hearing on October 25, 2017 to consider these code amendments, and voted unanimously to recommend their adoption. If approved, the code amendments would provide for the operation of food trucks subject to compliance with operating standards intended to protect public health and safety. This item was also reviewed by the City Council at a previous workshop. Staff recommends approval of Ordinance No. 48-17 for second reading and passage.

Council had a question and answer period with Mr. Jensen on the topic, however, Mr. Jensen did not have the information available to answer several of the questions.

MAYOR THOMPSON MOVED AND COUNCILMEMBER KENT SECONDED THE MOTION TO TABLE ORDINANCE NO. 48-17 TO THE DECEMBER 19, 2017 COUNCIL MEETING. THE MOTION CARRIED 7-0.

25. Resolution No. 222-17, Authorizing a Purchase and Sale Agreement with Anmol Enterprises, LLC for 2.5 Acres in the Horn Rapids Commercial Center
- Kerwin Jensen, Community Development Director

Mr. Jensen said Anmol Enterprises, LLC is proposing to purchase a 2.5-acre lot in the Horn Rapids Commercial Plaza along Kingsgate Way and east of the Horn Rapids Golf Course Community for the development of a gas station, convenience store, coffee stand and car wash. The total purchase price for the 2.5-acre property is \$336,501. The purchase 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 Anmol Enterprises, LLC has not submitted an application for approval of building plans to the City within eight (8) months of closing, and if construction of the commercial development does not begin within eighteen (18) months of closing. The proposed purchase was reviewed by the Economic Development Committee at its November 27, 2017 meeting. The EDC recommends approval. Staff also recommends approval of Resolution No. 222-17.

After discussion of the resolution, Councilmembers agreed to amend the purchase and sale agreement to include language that gives Council oversight ability for the design of the entrance plans.

Ms. Kintzley recommended that the resolution not be approved so that staff can amend the purchase and sale agreement and bring it back to Council for consideration at a future Council meeting.

MAYOR THOMPSON MOVED AND COUNCILMEMBER ROSE SECONDED THE MOTION TO AMEND THE PURCHASE AND SALE AGREEMENT AND BRING IT BACK TO COUNCIL ACTION AT A FUTURE COUNCIL MEETING. THE MOTION CARRIED 7-0.

Reports and Comments

1. City Manager

Ms. Reents said she would appreciate Councilmembers bringing their questions on agenda items to staff to answer before the Council meeting, whenever possible.

2. City Council

Councilmember Lemley said he attended the annual Richland Chili Cookout, which is a fundraising event for United Way, and said he enjoyed the event. He also attended the State of the Ports meeting. He said the Local 598 Local Plumbers and Pipe Fitters will be assembling over 3,000 donated bicycles and tricycles and distributing them to qualified families next week and encouraged people to volunteer at the event.

Councilmember Rose congratulated the Richland High School football team for winning the State Championship.

Mayor Pro Tem Christensen cautioned Council to not micromanage projects.

3. Mayor

Mayor Thompson the holiday programs at the HAPO stage have been well attended and stated the HAPO stage has been a very successful addition to the City.

Adjournment

Mayor Thompson adjourned the meeting at 8:26 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Ordinance No. 41-17, Amending RMC Title 14: Electricity, Relating to Inspection of Traffic Management Systems

Department:

Energy Services

Ordinance/Resolution Number:

41-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 41-17, amending RMC Title 14: Electricity, Relating to Inspection of Traffic Management Systems.

Summary:

The City operates and maintains a traffic management system with regular equipment additions and modifications to best manage traffic intersections. Electrical modifications to the traffic management system has required electrical inspection by Washington Department of Labor & Industries employees. Access to the equipment has required City employees to be present for electrical inspections. The City employs qualified electrical workers to operate and maintain the traffic management system.

In order for the City to be most cost effective with the traffic management system, staff recommends allowing qualified staff to perform the electrical inspections of the traffic management system.

Staff recommends approval of Ordinance No. 41-17 for first reading by title only.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Ordinance No. 41-17

ORDINANCE NO. 41-17

AN ORDINANCE of the City of Richland Amending Title 14: Electricity, of the Richland Municipal Code regarding Inspection of Traffic Management Systems.

WHEREAS, City of Richland Energy Services (RES) staff strive always to provide the lowest responsible cost of service to citizens; and

WHEREAS, RES has qualified electrical workers supporting the operation and maintenance of the electrical distribution system, City facilities, and City equipment in accordance with RCW 19.28.321; and

WHEREAS, RES supports the operation and maintenance of the City's Traffic Management System, which is described and defined in Washington Administrative Code (WAC) 296-46B-010 (15)-(23); and

WHEREAS, RCW 19.28.010(3) recognizes the City has the authority to perform electrical inspections; and

WHEREAS, RCW 19.28.141 recognizes the City has the authority to perform electrical inspections when the City adopts and enforces an ordinance requiring an equal, higher, or better standard of materials, devices, appliances and equipment than is required by state electrical inspections; and

WHEREAS, the City Council finds that the electrical inspections of Traffic Management Systems by RES are in the public interest.

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

Section 1. Richland Municipal Code Chapter 14.08, entitled Definitions, as originally enacted by Ordinance No. 90, and last amended by Ordinance No.59-15, is hereby amended as follows:

DEFINITIONS

Sections:

- 14.08.010 Definitions.**
- 14.08.020 Billing month.**
- 14.08.025 Chief electrical engineer.**
- 14.08.030 Customer.**
- 14.08.040 Construction costs of distribution facilities.**
- 14.08.050 Construction payment.**
- 14.08.060 Demand.**
- 14.08.070 Department.**
- 14.08.075 Director.**

- 14.08.080 Distribution extension.**
- 14.08.090 Distribution reinforcement.**
- 14.08.100 Extension completion date.**
- 14.08.110 Indeterminate service.**
- 14.08.115 Investment cost recovery incentive.**
- 14.08.120 Multiple dwellings.**
- 14.08.130 Net metering.**
- 14.08.140 On-peak period.**
- 14.08.150 Permanent service.**
- 14.08.160 Person.**
- 14.08.170 Point of delivery.**
- 14.08.175 Power quality.**
- 14.08.180 Refund of construction payment.**
- 14.08.190 Residence.**
- 14.08.200 Service lateral.**
- 14.08.205 Special equipment.**
- 14.08.210 Standard construction allowance.**
- 14.08.220 Temporary service.**
- 14.08.230 Traffic management systems.**

14.08.010 Definitions.

The following words and phrases shall, when used in this title, have the meanings attributed to them in this chapter.

14.08.020 Billing month.

“Billing month” means the month which includes the last day of the period of electrical consumption for which the customer will be billed.

14.08.025 Chief electrical engineer.

“Chief electrical engineer” means the chief electrical engineer of the department.

14.08.030 Customer.

“Customer” means any person who uses, has used, or has contracted to use department electric energy.

14.08.040 Construction costs of distribution facilities.

“Construction costs of distribution facilities” means the combined costs of all facilities necessary to the distribution extension or reinforcement, including satisfactory right-of-way.

14.08.050 Construction payment.

“Construction payment” means the amount advanced by the applicant to pay all construction costs in excess of the standard construction allowance.

14.08.060 Demand.

“Demand” for any billing period means the average kilowatt delivery during the 30-minute period in which the consumption of energy is the greatest during the billing period.

14.08.070 Department.

“Department” means the energy services department of the city.

14.08.075 Director.

“Director” means the director of the department.

14.08.080 Distribution extension.

“Distribution extension” means distribution facilities including primary and secondary distribution lines, service laterals, and all appurtenant facilities excepting transformers and meters necessary to supply service to an additional customer.

14.08.090 Distribution reinforcement.

“Distribution reinforcement” means increase in size of existing facilities necessitated by applicant’s estimated electric requirements.

14.08.100 Extension completion date.

“Extension completion date” means the date on which the construction of the distribution extension or distribution reinforcement is completed as shown by the city’s records.

14.08.110 Indeterminate service.

“Indeterminate service” means service where the amount and permanency of service cannot be assured including industrial or commercial enterprises of speculative nature, real estate subdivisions, development of property for sale, enterprises where the applicant will not be the user of electric service or where there is little or no immediate demand for service.

14.08.115 Investment cost recovery incentive.

The “investment cost recovery incentive” is an incentive in addition to net metering in cooperation with the generating customer, the city, and Washington State Department of Revenue. Customers shall meet the requirements of WAC 458-20-273 as currently written or as it may hereafter be amended.

14.08.120 Multiple dwellings.

For rate purposes, premises including two or more residential units are residences only if separate metering circuits for each unit are provided without costs to the department. All other premises including two or more residential units shall be considered multiple dwellings. Such premises are billed at a commercial rate.

14.08.130 Net metering.

“Net metering” is the application of a meter that measures the net difference between delivered real energy (kWh) to a customer and received real energy (kWh) from a customer over a billing interval. Any remaining received real energy (kWh) from the customer at the end of each calendar year is forfeited by the customer. Net metered locations are limited to a generation capacity of not more than 100 kilowatts; use solar, wind or hydropower as fuel; and are intended to offset part or all of a customer’s electrical load. The cumulative generating capacity of net metering systems connected to the city distribution system is limited to 1,023 kilowatts on a first-come basis (based upon one-half percent of the 1996 city of Richland peak demand of 204,768 kilowatts as required by Chapter 80.60 RCW).

14.08.140 On-peak period.

“On-peak period” means the interval of time from 7:00 a.m. to 10:00 p.m., Monday through Saturday. All other hours are considered the “off-peak period.”

14.08.150 Permanent service.

“Permanent service” means service to residential, commercial or industrial customers where the use of service, including amount and permanency, can be reasonably assured.

14.08.160 Person.

“Person” means any natural person, firm, partnership, or corporation.

14.08.170 Point of delivery.

“Point of delivery” means the point where the department’s electric facilities are first connected to the electric facilities of a customer. The location of the point of delivery will be determined by the city in accordance with standard practice or as individual circumstances may dictate.

14.08.175 Power quality.

Acceptable “power quality” at the point of common coupling demarcation point is that which meets general, steady state, transient, and harmonics recommendations of ANSI C84.1, IEEE 1159, IEEE 1250, IEEE 519, IEEE 446, IEC 868, and other recognized standards as determined by the chief electrical engineer. Interconnection power quality shall additionally meet recommendations of IEEE P1453 and IEEE 929.

14.08.180 Refund of construction payment.

“Refund of construction payment” means the amount of construction payment returned to customers or assignees by the city.

14.08.190 Residence.

“Residence” means any residential unit with a separate meter, any mobile home in a mobile home park if it is supplied with electricity through a separate meter, and any house or building used on a farm; any building used as a place of worship, school, grange building, or building used by a fraternal organization, if the connected load is less than 25 kilowatts

14.08.200 Service lateral.

“Service lateral” means the secondary overhead or underground electric circuit and associated facilities located between department’s distribution line and the point of delivery to a customer. Service lateral provides service for customer’s exclusive use.

14.08.205 Special equipment.

“Special equipment” means equipment above and beyond what is normally included in each rate structure to provide electrical service on the distribution system. Special equipment are items not stocked as part of warehouse inventory and ordered for specific installations at a customer’s request with the intent of providing additional reliability, capacity, or enhanced service.

14.08.210 Standard construction allowance.

“Standard construction allowance” means that portion of necessary construction made by the department at its expense. Separate allowances will be established for residential customers and for nonresidential customers.

14.08.220 Temporary service.

“Temporary service” means service to customers where the expected period of usage is less than 12 months, including service to circuses, bazaars, fairs, concessions and construction sites.

14.08.230 Traffic management systems.

“Traffic management systems” means the equipment necessary to operate and maintain as defined and described in Washington Administrative Code (WAC) Title 296, Chapter 296-46B-010 (16) through (23).

Section 2. Richland Municipal Code Chapter 14.16, entitled Connections and Meters, as originally enacted by Ordinance No. 90, and last amended by Ordinance No. 39-15, is hereby amended as follows:

**Chapter 14.16
CONNECTIONS AND METERS**

Sections:

- 14.16.010 Connections to city system.**
- 14.16.020 Unauthorized connections to system prohibited.**
- 14.16.030 Unauthorized dual service connections prohibited.**
- 14.16.040 Inspections authorized prior to connection.**
- 14.16.050 Underground service lines.**
- 14.16.060 Service entrance.**
- 14.16.070 Meter installations.**
- 14.16.080 Ownership of metering equipment.**
- 14.16.090 Meters.**
- 14.16.110 Meter tests.**
- 14.16.120 Customer’s wiring – Standards.**
- 14.16.130 Inspections.**
- 14.16.140 Voltage fluctuations caused by customers.**
- 14.16.150 *Repealed.***
- 14.16.160 Electric space heating – New installations.**
- 14.16.170 Water heaters – Limitation of supply.**
- 14.16.180 Rationing authorized in case of power shortage.**
- 14.16.190 Permission for cutting of city wires required.**
- 14.16.200 Discontinuance of service authorized if customer’s system defective.**
- 14.16.210 Additional loads – Customer’s responsibility to notify department of change in load.**

14.16.010 Connections to city system.

After submittal of an application and payment of deposit, or after execution of an agreement, the department shall connect the customer’s electrical wiring system to the

electrical system of the city, in accordance with the provisions set forth in this chapter. Such work may be performed at times convenient to the operation of the department.

14.16.020 Unauthorized connections to system prohibited.

It is unlawful for any person other than a duly authorized employee of the city to connect any house, premises, wire, or other equipment with the city's electric system.

14.16.030 Unauthorized dual service connections prohibited.

It is unlawful for any customer to connect his electric wires to those of any other person, or in any way to supply any other person with city-supplied electric energy through his wiring system without first filing a written application for such connection or use in the office of the director and receiving a permit therefor.

14.16.040 Inspections authorized prior to connection.

The director may, before connecting any premises with the city's electric system or furnishing electric energy therefrom, cause the customer's premises' wiring and electric equipment to be carefully inspected; he may require such wiring and electric equipment to be put in proper condition, as defined in RMC 14.16.120 through 14.16.170; and he may, until the same are in such condition, refuse to connect the service wires with the city's electric system.

14.16.050 Underground service lines.

The department will provide underground electric service in accordance with the following regulations:

A. Underground Service to a Development.

1. Primary Service Lines. High voltage underground service will be provided to developments where feasible. The department will provide all or a portion of the trenching, cable, junction boxes, and pad-mounted transformers and will coordinate the work with any other utilities involved for that portion of construction performed by the department.
2. Secondary Service Lines. Secondary service lines are usually installed for the convenience of the department and will be provided as needed by the department.
3. Service Lines. The service lines between the transformer, the secondary service lines or distributing points will, except for trenching, be installed by the department and sized to provide adequate service reliability, voltage regulation and safety.

B. Underground Service to a Subdivision.

1. Primary Service to a Subdivision. The department may provide all or a portion of the trenching, cable, junction boxes and pad-mounted transformers and will coordinate the work with other utilities involved for that portion of construction performed by the department.
2. Secondary Service Lines. Secondary service lines will be installed for convenience to the department and constructed as needed.

3. Service Lines. All service lines will be underground except in those instances where the owner or builder has justifiably proved that it is not feasible and that overhead lines are required.

C. Conversion of Existing Overhead to Underground.

1. Service Lines. Existing overhead service lines may be converted to underground as follows:

a. Customer Convenience. When the customer wishes to have overhead services placed underground before normal replacement is required, the department will inspect premises and prepare cost estimates of the new installation. If it is determined that underground installation is feasible, the customer will be advised of technical aspects of their part in revamping building service entrance. The department will install underground service from pole to the customer's point of connection and prorate charge to the customer on the following basis:

- i. Customer provides trench and pays all costs incurred.
- ii. Customer shall be responsible for coordinating with other utilities which may be affected.

b. Department Convenience. When it becomes necessary to relocate service lines for reasons pertinent only to the department, each customer will be offered an opportunity to convert his entrance to concealed underground service and assume at least a portion of the expense. The department will install a conduit riser on outside of building to connect from underground to existing entrance connection in those instances where customer does not desire a concealed service entrance.

2. Secondary Service Lines. These lines are only for use by the department and will be placed underground where feasible.

3. Primary Service Lines.

a. Customer Convenience. All primary lines may be placed underground for customer's convenience with the total cost of the project paid by a local improvement district and/or the customer.

b. Utility Department Convenience. The department may convert primary service lines in an entire area from overhead to underground when pole deterioration or other factors pertinent to the operation of an electric utility makes such work necessary.

D. Commercial and Industrial Services.

1. Underground service to commercial and industrial customers will be provided by the department when deemed feasible by the director.

2. Since commercial and industrial installations combine varied arrangements, the director reserves the right to evaluate each individual installation.

E. Easements. The department will be provided with necessary easements at no cost to the city.

F. Overhead Services. Overhead services can be provided from an underground installation where justified by setting a short service pole adjacent to the power source.

14.16.060 Service entrance.

The customer shall provide a suitable service entrance to the premises at the point of easiest access to the distribution line that the department proposes to connect to the customer's system. Such entrance shall be continuous and so arranged that the possibility of improper tampering or interference is minimized.

14.16.070 Meter installations.

Depending on the particular installation, the department may provide a portion of the customer's service entrance equipment. The type of metering equipment (which may include meter, current transformer and enclosures, meter bases and junction boxes) shall be determined by the chief electrical engineer. In those instances where nonstandard metering equipment is required, any excess costs may be assessed to the customer.

Meter sockets shall be placed only at those locations authorized by the chief electrical engineer and shall afford proper protection to meters. In order that the meter can be easily read, the center of the meter socket shall be located not less than five feet nor more than six feet above finish grade.

If, as determined by the chief electrical engineer, the meter is inaccessible or improperly located for reading, the customer shall be required to relocate his service entrance to a suitable location or the department may install a remote metering device and all costs incurred shall be borne by the customer.

14.16.080 Ownership of metering equipment.

All meters and other facilities furnished by the city shall be and remain the city's property, and they may be removed, replaced, or repaired at any time.

14.16.090 Meters.

The department will install and maintain all meters and other equipment necessary for measuring the amount of electricity used by customers. Should the customer desire the installation of meters other than those necessary to measure adequately the electricity received by the customer, such additional meters shall be supplied, installed and maintained by the department with all costs incurred by the customer.

14.16.110 Meter tests.

The department will make periodic tests and inspections of meters and will make additional tests or inspections of meters at the request of any customer. No charge shall be made for any such additional test if there is a meter error of more than two percent.

If the meter error is two percent or less, the actual cost of such additional test but not less than \$25.00 shall be charged to and collected from the customer.

If any test shows a meter error of more than two percent, a pro rata adjustment shall be made in the customer's billing for a period of not more than 90 days prior to the date of

the test; provided, that in no event shall any adjustment be made for any period prior to the date of any previous meter test.

14.16.120 Customer's wiring – Standards.

All wiring of every customer's premises must conform to the State of Washington Electric Code, applicable city ordinances, and accepted modern standards, including the National Electric Safety Code and the National Electric Code.

14.16.130 Inspections.

The director or any city employee acting under his authority shall have free access at any reasonable time to any premises furnished with electric energy by the department for the purposes of inspecting any wires or electrical devices upon such premises, reading or installing meters, removing or repairing any property of the department, or for any other reasonable purpose relating to the city electrical system.

[As recognized and authorized by RCW 19.28.10\(3\), the director will designate a qualified employee, per RCW 19.28.321, to perform electrical inspections of the Traffic Management System.](#)

14.16.140 Voltage fluctuations caused by customers.

Customers shall not cause unusual fluctuations or disturbances in the electrical system. Customers may be required, at their own expense, to install suitable apparatus which will reasonably limit such fluctuations.

14.16.150 Lower power factor devices.

Repealed by Ord. 39-15.

14.16.160 Electric space heating – New installations.

All electric space heating installations, other than heaters designed for use as plug-in heaters, must meet the following minimum requirements:

A. Individual heaters over 1,500 watts capacity must be controlled by an adjustable thermostat.

B. All permanently installed electric heating installations must conform to current codes in regard to type of equipment, application and method of installation. The heating elements shall be controlled by one or more thermostats and the control shall be so arranged that the heating units can be thermostatically or manually connected.

14.16.170 Water heaters – Limitation of supply.

The director may limit the supply of electric energy to water heaters in such manner and at such times as, in his judgment, system conditions require.

14.16.180 Rationing authorized in case of power shortage.

During period of power shortage, the director may limit the use of electric space heating in any manner that may be deemed necessary. At any time, the director may refuse to supply electricity to any customer whose demand therefor may seriously impair service to any other customer.

14.16.190 Permission for cutting of city wires required.

Whenever it becomes necessary to remove, disconnect, or cut any wires belonging to the city, prior notice shall be given to the chief electrical engineer by the person desiring such removal, cutting, or disconnection, stating when and where the same is required. Such cutting, disconnecting, or removing of wires shall be done by or under the direction of the chief electrical engineer; and the cost of labor and materials shall be borne by the person desiring the work to be done.

14.16.200 Discontinuance of service authorized if customer's system defective.

The director shall have the right at any time to discontinue service to any customer whose wiring or electrical equipment is defective, dangerous, or detrimental to the electrical system until such wires or equipment are repaired or restored to the standards required by RMC 14.16.040 and 14.16.120 through 14.16.160 and to a safe operating condition.

14.16.210 Additional loads – Customer's responsibility to notify department of change in load.

The department has the responsibility of providing electrical equipment of a suitable capacity to deliver power in accordance with the customer's load requirements. In the event that the customer changes his load materially, exceeding that initially provided, he shall notify the department sufficiently in advance so that the department may revise its facilities accordingly. In the event that the customer fails to notify the department and, as a result, the city's equipment is damaged, the customer shall be liable for the costs of such damage.

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, Washington, at a regular meeting on the ____ day of _____ 2018.

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: 12/19/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 58-17, Approving a Zone Change for the Westcliffe Heights II Subdivision on Little Badger Mountain (Bauder)

Department:

Community & Development Services

Ordinance/Resolution Number:

58-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 58-17, approving a change in zoning on 3.4 acres from Agricultural (AG) to Single Family Residential (R1-10).

Summary:

Mark Bauder applied to change the zoning on 3.4 acres located on the saddle of Little Badger Mountain (refer to the attached vicinity map). The zone change from Agricultural (AG) zoning to Single Family Residential (R1-10) zoning will provide for the development of an 11-lot single family subdivision known as Westcliffe Heights II. This development will provide access to the much larger Westcliffe Heights plat through the extension of Queensgate Drive to the south, and across the subject site. Westcliffe Heights, a subdivision of 203 lots on 140 acres, is located along the south side of Little Badger Mountain. Council previously approved the 203-lot Westcliffe Heights preliminary plat on July 18, 2017.

The Richland Hearing Examiner conducted a public hearing on November 13, 2017 to consider both the proposed zone change and the preliminary plat of Westcliffe Heights II. No members of the public attended the hearing and no opposition to the project was voiced. The Examiner has recommended approval of both applications.

Ordinance No. 58-17 has been prepared for approval of the zone change request. If granted first reading, staff will also prepare a resolution for approval of the Westcliffe Heights II preliminary plat.

Fiscal Impact:

There is no immediate impact to the City resulting from this action. Rezoning will provide an opportunity for development of the site, which will increase the taxable value of the property and development in turn will increase the demand for City services.

Attachments:

1. Ordinance No. 58-17
2. Staff Report to the Hearing Examiner
3. Hearing Examiner's Recommendation
4. Vicinity Map

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 58-17

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 so as to change the zoning on 3.4 acres from Agricultural (AG) to R1-10 Single Family Residential (R1-10); said property being located east of Bermuda Road and west of Meadow Hills Drive (Mark Bauder).

WHEREAS, the Richland Hearing Examiner held a properly advertised public hearing on November 13, 2017 to consider a petition to change the zoning of the property hereafter described in; and

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

WHEREAS, the Richland City Council has considered the record created at the November 13, 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 R1-10 Single Family Residential (R1-10) when consideration is given to the interest of the general public.

Section 2. Said property is more particularly described as follows:

REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1,333.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 220.07 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 155.02 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 88°19'13" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 60.51 FEET, WITH A DELTA ANGLE OF 22°21'48", A CHORD BEARING OF SOUTH 12°51'40" EAST, AND A CHORD LENGTH OF 60.12 FEET; THENCE SOUTH 68°46'25" WEST A DISTANCE OF 175.68 FEET; THENCE SOUTH 58°00'41" WEST A DISTANCE OF 250.06 FEET TO THE NORTHEASTERLY LINE OF LOT 4 OF SHORT PLAT 595, AS RECORDED WITH THE BENTON COUNTY AUDITOR UNDER FILE NUMBER 771566; THENCE NORTH 31°59'19" WEST ALONG SAID NORTHEASTERLY LINE OF LOT 4 A DISTANCE OF 294.03 FEET; THENCE NORTH 58°00'41" EAST A DISTANCE OF 427.93 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°30'45" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 155.72 FEET TO THE SAID TRUE POINT OF BEGINNING.

HAVING AN AREA OF 148,052 SQUARE FEET, 3.40 ACRES

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Section 3. Such land is rezoned from Agricultural (AG) to R1-10 Single Family Residential (R1-10).

Section 4. Title 23 of the City of Richland Municipal Code and the Official Zoning Map of the City, as adopted by Section 23.08.040 of said Title, are amended by amending Sectional Map No. 64, which is one of a series of maps constituting said Official Zoning Map, as shown on the attached Exhibit A and bearing the number and date of passage of this ordinance, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and the attached amended zoning map, 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, Washington, at a regular meeting on the ____ day of _____, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

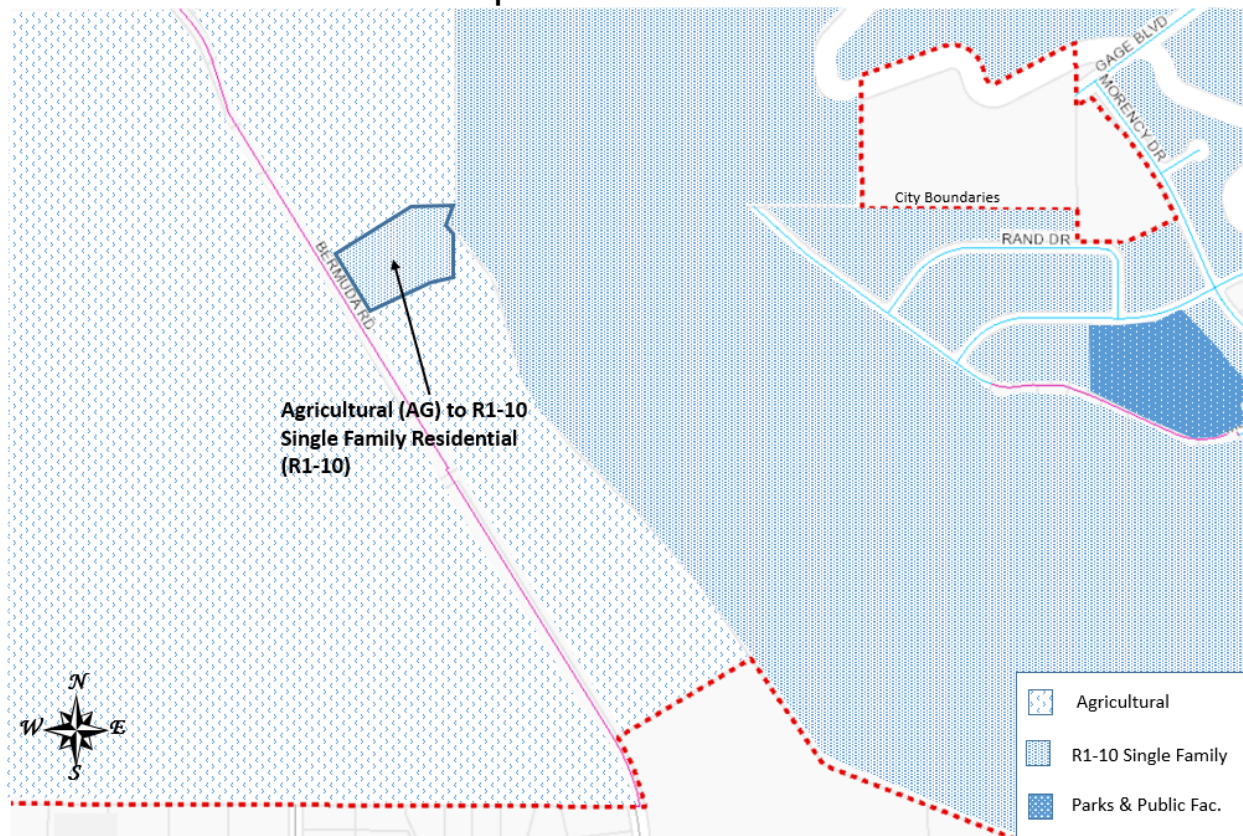
APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: _____

Exhibit A Map of Rezone Area



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

GENERAL INFORMATION:

PROPOSAL NAME: Westcliffe Heights II - Preliminary Plat and Zone Change

LOCATION: East of Bermuda Road and west of Meadow Hills Drive

APPLICANT: Mark Bauder

FILE NO.: S2017-103 & Z2017-105

DESCRIPTION: Request to subdivide 3.47 acres into 11 single family residential lots and to rezone the site from Agriculture to R-1-10 (Low-Density Residential)

PROJECT TYPE: Type III Preliminary Plat and Zone Change

HEARING DATE: November 13, 2017

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval subject to completion of proposed conditions

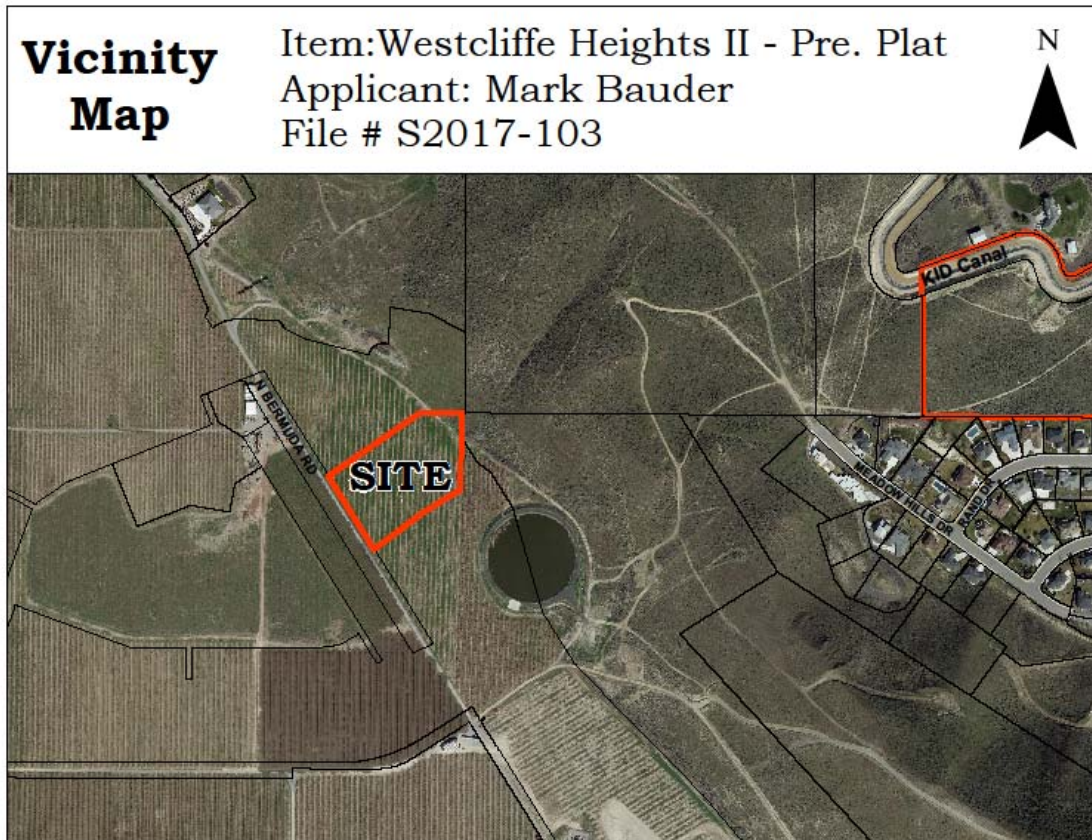


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

Mark Bauder has filed a preliminary plat application to divide approximately 3.47 acres into 11 single family residential lots (Exhibit 2), known as the plat of Westcliffe Heights II. The site is part of a recently revised parcel (Exhibit 3) on Little Badger Mountain. The proposed eleven lots lie between the west boundary of the previously approved plat of Westcliffe Heights and the future extension of Queensgate Drive. The plat proposes an average lot size of 11,257 square feet.

The preliminary plat application is accompanied by a rezone application to convert the site's zoning from Agriculture to R-1-10 (Low-Density Residential).

A single 54-foot-wide roadway serving all eleven lots is shown to extend from the future Queensgate Drive to Westcliffe Heights. Southeasterly of the plat is an irrigation pond operated by Badger Mountain Irrigation District.

This plat adds 11-lots to the larger plat of Westcliffe Heights in an area that could not be included during the prior review due to the configuration of property lines. At the

time Westcliffe Heights was reviewed, the area containing the proposed 11- lots was outside of the property boundaries owned by Mark Bauder. Since that time Mr. Bauder has received approval for a boundary line adjustment (Exhibit 3) to incorporate the subject site into the larger parcel.

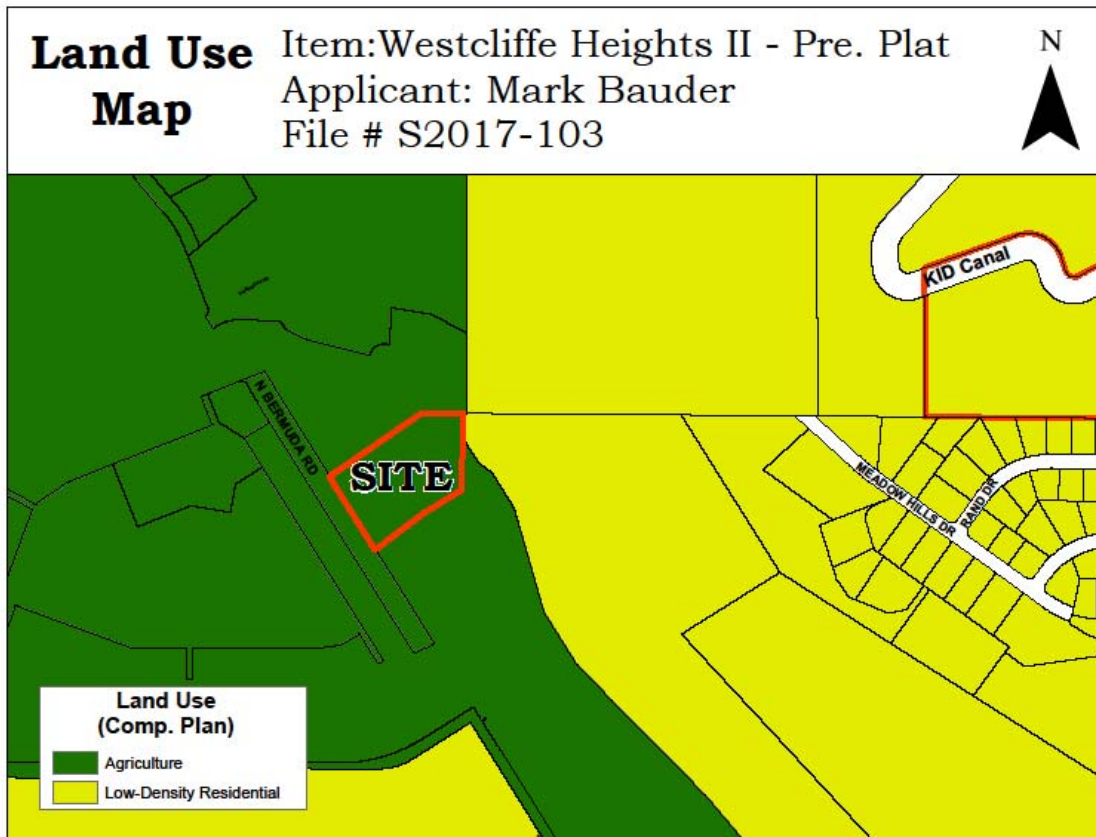


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The Badger Mountain South sub-area plan assigns a low-density residential land use designation to the site. The low-density residential designation allows for a residential density range of between 0 – 5 dwelling units per acre equating to average allowable residential densities of 3.5 units per acre. Westcliffe Heights II proposes an overall density of 3.17 units/acre or a net density of 3.8 units/acre exclusive of the right-of-way. Both density calculations fall within the allowance of the low-density residential land use designation.

GOALS & POLICIES

Land Use Goal #3 in the plan addresses residential development. It states:
The city will maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Land Use Goal 4: The City will maintain a broad range of residential land use designations to accommodate a variety of lifestyles and housing opportunities.

Policy 1 – Distribute residential uses and densities throughout the urban growth are consistent with the City's vision.

Policy 2 – Encourage higher residential densities especially in and near the Central Business District area.

Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

The City's Transportation element of its comprehensive plan includes the following policy statements:

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

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

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

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

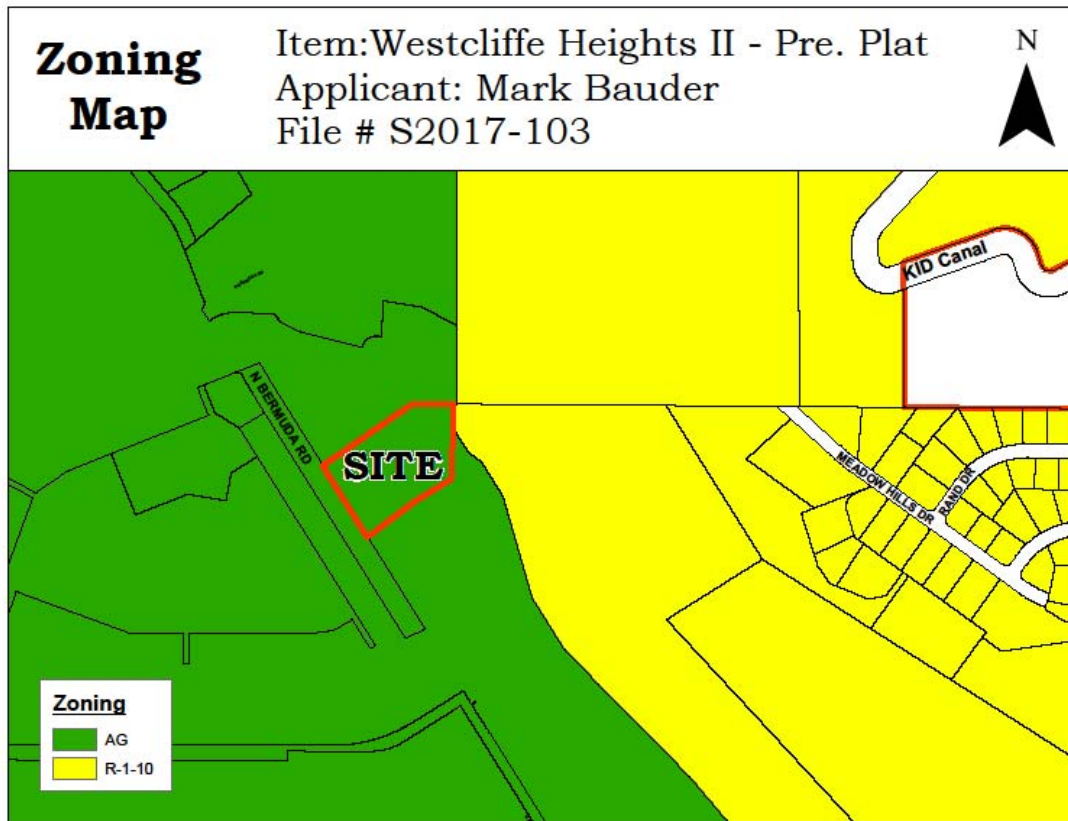


Figure 3 – Zoning Map

ZONING

The site is currently assigned Agriculture zoning, under which the proposed residential density cannot be permitted. In light of this issue Mr. Bauder has applied to convert the zoning from AG to R-1-10 (Low-Density Residential) which allows minimum lot sizes of 8,000 square feet (5.4 dwelling units/acre) with a requirement for a 10,000 square foot average lot size (4.3 units/acre).

R-1-10 (Single-Family Residential) zoning is assigned to the Westcliffe Heights site to the east. Land to the west is zoned Agriculture while other tracts to the west are under Benton County's jurisdiction as is the residential neighborhood to the south. Rezoning the site as requested would create consistency with land to the east.

Land Uses and Dimensional Standards

The following R-1-10 standards will apply to the proposed plat provided the rezone receives approval:

Uses Permitted:	Single Family Homes (detached)
Front yard setback:	20 feet minimum
Side yard setback:	10 feet minimum

Rear yard setback: 25 feet minimum
Maximum building height: 30 feet

SITE DESCRIPTION & ADJACENT LAND USES

Sitting just below the top of the hill locally referred to as “Little Badger Mountain”, the plat site currently consists of graded land treated with crushed rock. The site is flat and devoid of plant life as a result of recent grading necessary to gain equipment access for grading and site preparation of the larger Westcliffe Heights subdivision.

Surrounding adjacent lands are predominately undeveloped. Lands to the north and to the east are vacant sites containing arid sagebrush which slopes downward until reaching the residential developments below. Land in the southern and western vicinities remains as agricultural orchards.

The plat is situated in an area of vacant land on the western fringe of urban south Richland with neighborhoods to the east and north and with large open expanses of orchard land generally to the west. Approximately 450-feet north of the plat site is a small area containing structures associated with farm operations for the nearby orchards. Then 1,200 feet north of the plat site are two homes owned and inhabited by the Wilsons who own the farm land.

CRITERIA FOR PRELIMINARY PLAT APPROVAL

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

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

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

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

PUBLIC NOTICE

Application Date:	September 21, 2017
Notice of Hearing Mailed:	October 19, 2017
Notice of Hearing Posted:	October 18, 2017
Notice of Hearing Published:	October 22, 2017
Public Hearing:	November 13, 2017

A combined notice of application and SEPA determination was provided by mailing notices to property owners within 300 feet. A public hearing notices was distributed 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 4.

UTILITY AVAILABILITY

Utilities will serve the plat by way of extension from the larger Westcliffe Heights plat. The general configuration of utilities is as follows. There are existing water mains within the boundary of this preliminary plat extending from the Falconcrest subdivision to the southeast. As development proceeds over these mains it shall be the responsibility of the developer to re-lay them at the correct depth and/or relocate them to be within future rights-of-way. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the water-main from off-site locations, or oversizing of water mains where needed. Domestic potable water will serve the plat from a forced main in the future extension of Queensgate Drive as well as from the municipal reservoir tanks central to the site.

There are multiple off-site locations available to extend sanitary sewer to this project. One possible point of sewer extension is from within the future extension of Queensgate Drive which is an integral feature of this plat as it will serve as a primary point of access into the site. However, City Engineering Department staff indicated that sewer discharge will likely drain to the existing main in Meadow Hills Drive in the Crested Hills subdivision lying at the southeast foot of Little Badger Mountain.

The electrical service for Westcliffe Heights will be accomplished by extending a feeder circuit from the Westcliffe development up Queensgate Drive. This feeder will be extended through the Westcliffe Heights development and connect to an existing feeder circuit in the Falcon Crest subdivision. This will complete a feeder loop improving the system reliability. The residential lots will be served from distribution circuits that are fed from the feeder circuit extended through the development. Infrastructure for a future feeder tie to Rachel Road will also be installed during this development.

TRANSPORTATION

Access into the plat will be achieved by connecting directly to the planned extension of Queensgate Drive, construction of which is currently underway as part of the Westcliffe Heights plat approval. The primary access point will come from Queensgate Drive by way of an off-site extension of the arterial collector roadway. This portion of Queensgate Drive will have to be constructed prior to completing Phase 1 of the larger Westcliffe Heights subdivision. At full buildout, Westcliffe Heights & Westcliffe Heights II will complete some local roadway network connections providing multiple access options for several residential areas in the vicinity. For example, the Falconcrest subdivision will no longer be restricted to a single point of access on Morency Drive to the north. As a result of the Westcliffe Heights road system Falconcrest residents will also be able to access Queensgate Drive via Morency Drive, the primary drive within the Westcliffe Heights plat or access Leslie Road via Rachel Road to the south. The Technical Advisory Report (TAC Report, Exhibit 8) contains development conditions requiring the off-site portion of Queensgate Drive to be constructed to the City's standard rural road section at the same time that this project is constructed.

In regard to the level-of-service (LOS), pursuant to RMC 12.03.170 and 12.03.180 this development proposal as submitted is in general conformance with the assumptions made for land use and scale/density. By way of impact fee payment, the project complies with the concurrency requirements of the Municipal Code.

A traffic study/transportation analysis prepared by Kittelson & Associates, Inc. dated May 4, 2016 (Exhibit 10) was submitted with the Westcliffe Heights II preliminary plat application. The 20-page traffic study analyzes traffic impacts associated with multiple roadway alignment alternates of roadways serving the Westcliffe Heights plat site, providing a set of findings and conclusions at the end. A bulk of the study analyzes impacts of roadway alignment alternates leading out of the plat site toward the south, through residential neighborhoods lying in Benton County's jurisdiction and eventually connecting to City of Richland roadways. Westcliffe Heights proposes connections to Jurupa Street and Rachel Road at the city limits boundary which the study addresses. Analyses of Queensgate Drive extensions and alignment alternates in the study are not particularly applicable to Westcliffe Heights considering all portions of Queensgate Drive lie off-site and would not be constructed as part of this project. An off-site extension of Queensgate Drive from the north however, is proposed as a primary access point for the plat, alleviating traffic on other roadways. Details of the study also correlate with the 11 lots being added along the "Primary Drive".

SEPA

Included in this rezone and pre-plat application submittal was a SEPA checklist addressing potential impacts of site development (Exhibit 5). On October 9, 2016 staff issued a Determination of Non-Significance (DNS) (Exhibit 6). The comment

period for the DNS expired on October 24, 2017. No comments were submitted to the city in response to the DNS (EA2017-15).

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 land use designations set forth in the Badger Mountain Sub-Area Plan which was analyzed through the preparation of an environmental impact statement at the time of the plan's initial adoption in 2010.

AGENCY COMMENTS

A variety of public agencies and City departments were given an opportunity to comment on the proposal. Comments from the Richland Public Works/Engineering Department have been incorporated into the TAC Report (Exhibit 8). At the time this report was written no comments from potentially affected agencies have been received by the City with the exception of a letter from the Kennewick Irrigation District stating that the site lies outside of their service area boundary and that stormwater generated by the site shall be captured and infiltrated on-site (exhibit x).

PUBLIC COMMENTS

At the time this report was prepared, the City received no comments from any residents from the surrounding vicinity nor from the public at large.

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

City staff has prepared a list of recommended conditions for the application contained in the Technical Advisory Committee (TAC) Report (Exhibit 8).

ANALYSIS

The criteria approval of a preliminary plat application (RMC 24.12.053) are reprinted here, with a summary of how the application complies with the standard:

A. The preliminary plat conforms to the requirements of this title (RMC Title 24);

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

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

- Open spaces are provided for as part of the larger Westcliffe Heights plat in the form of tracts together with a large area of land that was dedicated to the city to be used for the extension of an existing hiking trail in the vicinity. Additionally the 11 proposed lots will be subject to the payment of parks impact fees at the time of building permit issuance.
- Crested Hills Park is a 5.8-acre neighborhood park situated approximately a half mile east of the proposed plat.
- The larger 41.5-acre Badger Mountain Park is located approximately 2-miles from the proposed plat site. Badger Mountain Park contains outdoor sports fields and courts able to serve recreational needs of the broader surrounding vicinity.
- The planned extension of Queensgate Drive would provide access to the proposed subdivision. Streets located within the proposed plat will include curbs, gutters and sidewalks.
- An off-site extension of Queensgate Drive is as part of the plat; thereby furthering construction of the arterial roadway network in the vicinity as identified in the Comprehensive Plan.
- The site is not located along an existing bus route. The Ben Franklin Transit Authority provides bus service to the community presently provides service along Keene Road and Gage Blvd. approximately 3.5 miles to the east.
- The plat would be served by City domestic water lines currently existing within the boundaries of the project site. Water lines have capacity to provide for the proposed project.
- Sanitary sewer would be extended to this project site via the Queensgate Drive extension corridor.
- The plat would be served by Richland Energy Services electrical power by way of service line extension.
- An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development.

- In accordance with City development standards, storm water drainage would have to be retained on-site. Site drainage will rely on storm water drainage facilities included in the larger Westcliffe Heights plat.
- Richland School District was given the opportunity to comment. Following their review of the proposed preliminary plat the District indicated they have no specific concerns or requirements relative to the plat.

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

The proposed project is consistent with the Comprehensive Plan by way of the Badger Mountain Sub-Area Plan, both in terms of the proposed density of the plat and fulfilling road network expansion by adding a section of Queensgate Drive leading into the plat. The project's conformance with zoning requirements is reliant upon approval of the associated rezone application. Provision of additional housing units will contribute to meeting the housing demand experienced in the Tri-Cities thereby serving public interest and demand. Land use designations identified in the Badger Mountain Sub-Area Plan are illustrated in the map included herein as Exhibit 11.

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

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

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

The proposal is consistent with the Comprehensive Plan by way of the Badger Mountain Sub-Area Plan and does meet the requirements of the Municipal Code as outlined above.

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

Chapter 22.09 is the City's adoption of the State Environmental Policy Act provisions. The applicants filed an environmental checklist for which the City issued and distributed a Determination of Non-Significance which completed the SEPA review process. The City has not imposed additional mitigation measures beyond of the payment of standard impact fees for new homes.

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

The project is consistent with the City's Comprehensive Plan by way of the Badger Mountain South Sub-Area Plan and approval is conditioned to comply with general and site-specific development regulations and it therefore would be considered beneficial to public health, safety and welfare and would be in the public interest.

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

The project would add 11 new residential lots that would be accessed from newly constructed roadway extensions leading into the subdivision. A critical off-site section of Queensgate Drive has been dedicated to the City in preparation for extension to the plat site. This portion of Queensgate Drive will have to be constructed prior to completing Westcliffe Heights II. Transportation connectivity would be achieved by making a direct connection to Queensgate Drive and to Jurupa Street, Rachel Road and Morency Drive as part of the larger Westcliffe Height subdivision thereby furthering connectivity within the City's road network. At full buildout, Westcliffe Heights will complete some local network connections providing multiple access options for several residential areas. For example, Falconcrest will no longer be restricted to only one (1) access on Morency Drive to the north. Because the project is within the impact fee area, traffic studies are not required to prove level of service or identify mitigation. The fee becomes the mitigation; thereby fulfilling concurrency requirements.

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

The conditions of approval recommended for this project are as a direct result of imposing City development standards as contained in City Code and are directly related to the development proposal. All such conditions are iterated in the TAC report (Exhibit 8).

FINDINGS AND CONCLUSIONS

Staff has completed its review the preliminary plat application for Westcliffe Heights II (S2017-103) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 8) based on the following findings:

Findings of Fact:

1. Adopted in 2010, Richland's Badger Mountain South Sub-Area Plan is the guiding document for assignment of land use designations in the vicinity of the site. The BMS Plan designates the project site as suitable for low density residential development with an allowable density range of 0 to 5 units per acre;

2. The proposed preliminary plat consists of 11 lots averaging 11,257 square feet in area, representing a net density of 3.8 units per acre which falls below the maximum allowable density;
3. The proposed zone change from Agriculture to R-1-10 (Low-Density Residential) is consistent with the land use designations set forth in the Badger Mountain South Sub-Area Plan;
4. R-1-10 zoning imposes a minimum average lot size requirement of 10,000 square feet. Westcliffe Heights II proposes an 11,257 square foot average lots size which exceed the minimum requirement;
5. Queensgate Drive, including the future extensions thereof, is classified as an arterial collector roadway in the City's Comprehensive Plan;
6. The traffic study (Exhibit 10) prepared by Kittelson & Associates Inc. submitted with the pending application concludes that Queensgate Dr, Leslie Rd and Rachel Road are *"all projected to operate well under capacity regardless of which Queensgate Drive extension alternative is pursued in both the near-term (2020) as well as the 20-year conditions."*; and
7. Extending Queensgate Drive from the north to the development site is a condition of approval linked to the larger Westcliffe Heights subdivision. Prior to issuing the first residential dwelling building permit in Westcliffe Heights it is conditioned that this arterial roadway extension including all associated improvements be completed and accepted by the City.
8. The Westcliffe Heights II preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

Conclusion of Law:

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

Findings of Fact:

9. The proposal to assign R-1-10 (Single-Family Residential) zoning to the project site is consistent with the regulating land use plan for applicable to the vicinity;
10. If granted, R-1-10 (Single-Family Residential) zoning permits residential densities of up to 4.3 units per acre. Westcliffe Heights II plat proposes a net residential density of 3.8 units per acre;
11. The 11 lots proposed have an average lot size of 11,257 square feet. The smallest lot is 9,600 square feet and the largest lot is 13,693 square feet.
12. The transportation element of the Comprehensive Plan contains a Street Functional Classification map which indicates a proposed principal arterial roadway aligned with the extension of Queensgate Drive identified in development plans for the larger Westcliffe Heights subdivision. The eleven

lots proposed in the Westcliffe Heights II plat will be served by way of direct connection to the future extension of Queensgate Drive.

13. The application includes a request to convert the existing Agriculture (AG) zoning to R-1-10 (Single-Family Residential). The Westcliffe Heights II preliminary plat survey proposes eleven (11) new single family lots meeting and exceeding minimum standards for lot area and dimensions. All of the proposed lots meet or exceed the 70-foot minimum lot width requirement.
14. All eleven proposed lots exceed the 8,000 square foot minimum area requirement imposed by the R-1-10 zone.
15. The plat as a whole proposes an average lot area of 11,257 square feet which surpasses the 10,000 square foot minimum.

Conclusion of Law:

The lots within the proposed subdivision are consistent with the provisions of the City's residential zoning regulations.

Findings of Fact:

16. Section 24.12.053 of the RMC sets forth standards for review of preliminary plats that require the Hearing Examiner to consider whether appropriate provisions are made for the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;
17. The proposed preliminary plat provides for the extension of streets that are consistent with the surrounding street network, includes provisions for the extension of public domestic water, sewer, irrigation water and electrical power lines;
18. The proposed improvements serving the platted area are consistent with the City's development standards;
19. The City has wild land fire protection requirements that apply to homes built on or adjacent to steep slopes that would impact lots within the proposed plat. The recommended conditions of approval require compliance with these wild land fire protection requirements;
20. Richland Municipal Code Chapter 22.12 (Exhibit 12) discusses the parameters for dedicating parks land in lieu of payment of parks fees. Concessions have not been made as part of this plat warranting exemption from parks fees. Homes built in Westcliffe Heights II will be required to pay parks fees;
21. The school nearest to the project site is Orchard Elementary School located 2-miles away, on Gala Way. The Richland School District was invited to comment and expressed no concerns with the plat.
22. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report.

Conclusion of Law:

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

Findings of Fact:

23. The applicant filed an environmental checklist (Exhibit 5) along with their preliminary plat application as required under the State Environmental Policy Act.
24. After review of the checklist and application materials, staff issued a Determination of Non-Significance (Exhibit 6) on October 9, 2017.
25. The applicant submitted a geo-technical report (Exhibit 9) as required under the City's Sensitive Areas Ordinance (RMC 22.10).

Conclusion of Law:

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

26. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
27. The traffic study (Exhibit 10) prepared by Kittelson & Associates Inc. submitted with the pending application concludes that Queensgate Dr, Leslie Rd and Rachel Road are *"all projected to operate well under capacity regardless of which Queensgate Drive extension alternative is pursued in both the near-term (2020) as well as the 20-year conditions"*
28. The proposed project would add 11 single family lots that would have direct access onto roadways proposed in the plat and to the off-site extension of Queensgate Drive.
29. According to the ITE Trip Generation Manual 9th edition, a single-family home is projected to generate an average of 9.5 vehicle trips per day; equating to approximately 104 vehicle trips per day being generated from an 11-lot plat.
30. The Westcliffe Heights II preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). The developer of this proposed project shall receive "credits" for the construction of Queensgate Drive as allowed under the City's South Richland Collector Street Financing Plan.

Conclusion of Law:

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

Overall Conclusion:

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

EXHIBIT LIST

1. Application
2. Preliminary Plat Map
3. Boundary Line Adjustment Survey
4. Public Notice & Affidavits
5. Environmental Checklist
6. Determination of Non-Significance
7. Agency Comments
8. Technical Advisory Committee Report
9. Geotechnical Engineering Report
10. Traffic Study by Kittelson & Associates
11. Badger Mountain Sub-Area Plan Land Use Map
12. Richland Municipal Code Chapter 22.12
13. Site Photos

**Exhibit 1**

S2017-103

Westcliffe Heights II

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

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor Mark Bauder			
Address 605 Summit Street		City Richland	State WA Zip 99301
Phone Number 509-521-7479	Fax Number N/A	Other mborchards@aol.com	
Proposed Subdivision Name Westcliffe Heights II		Legal Description See Attached	
Average Size Lots 11,256 sf		Proposed Number of Tracts 0	
Average Lot Size (Residential Lots) 11,256 sf		Area in Acres 3.47 acres	
Proposed Number of Lots 11		Proposed Number of Blocks 2	
Name of Surveyor Platting Subdivision Alex matarazzo, PLS - PBS			
Address 400 Bradley Blvd; Suite 106		City Richland	State WA Zip 99301
Phone Number 509-942-1600	Fax Number N/A	Other alex.matarazzo@pbsusa.com	

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


Applicant's Signature


Date

OFFICE USE ONLY

Filed on _____

Signature _____

Case File No. _____

Date of Planning Commission Hearing _____

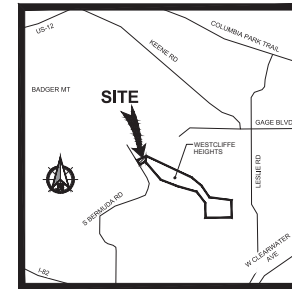
Action by Planning Commission - Minutes _____

Attach:

1. 6 Full-Size Copies + the .pdf file
2. 11" x 17" Reduction
3. Ownership Report from Title Company listing all Owners within 300-feet.

WESTCLIFFE HEIGHTS II PRELIMINARY PLAT

Located In The Southeast 1/4 Of The Northwest 1/4, And The Southwest 1/4 Of The Northeast 1/4 Of Section 34, Township 9 North, Range 28 East, W.M.



VICINITY MAP
NOT TO SCALE

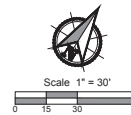
PBS Engineering and
Environmental Inc.
100
Richland, WA 99352
509.942.1600
pbsusa.com



PRELIMINARY PLAT FOR:
WESTCLIFFE HEIGHTS II
A SUBDIVISION LOCATED IN THE CITY OF RICHLAND, WASHINGTON



DESIGNED:
J.M.M.
CHECKED:
J.M.M.
OCTOBER 2017
4234-00
SHEET ID



LAND USE TABLE	
Site Area:	3.47 Acres
Total Lot Count:	11 Lots
Minimum Lot Area:	9,600 SF
Maximum Lot Area:	13,350 SF
Average Lot Area:	11,256 SF
Right of Way Dedication:	0.63 Acres

EXISTING PARCEL INCLUDED	
Parcel #	134981000005000

CURVE DATA				
#	Δ	R	L	T
C1	32°25'22"	420.00	237.67	122.11

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 88°00'41" W	293.05
L2	N 89°33'57" W	25.49

Zoning Classification:
R-1-10 - Single Family Residential
(8,000 SF Minimum)

Easement Note:
All lots shall have a 10' public utility
easement abutting any right of way

Owner/Developer:
Mark Bauder
605 Summit Street
Richland, WA 99352
(509) 521-7479

Engineer:
PBS
Jason Matarazzo, PE
400 Bradley Blvd., Suite 106
Richland, WA 99352
(509) 942-1600

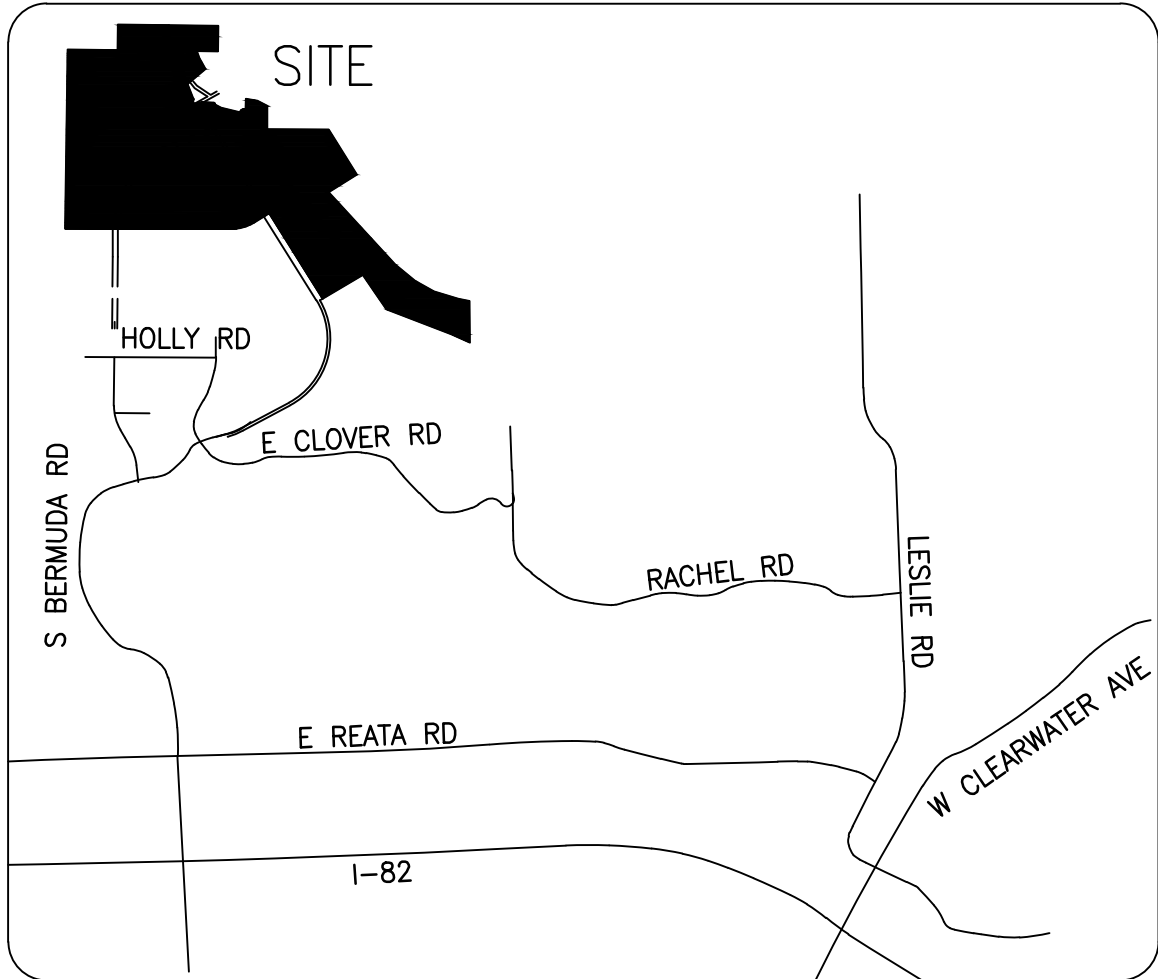
Surveyor:
PBS
Alex Matarazzo, PLS
400 Bradley Blvd., Suite 106
Richland, WA 99352
(509) 942-1600

PRELIMINARY
SUBJECT TO AGENCY REVIEW
NOT FOR CONSTRUCTION

Exhibit 3

RECORD OF SURVEY

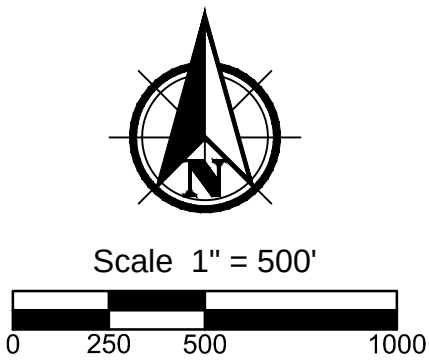
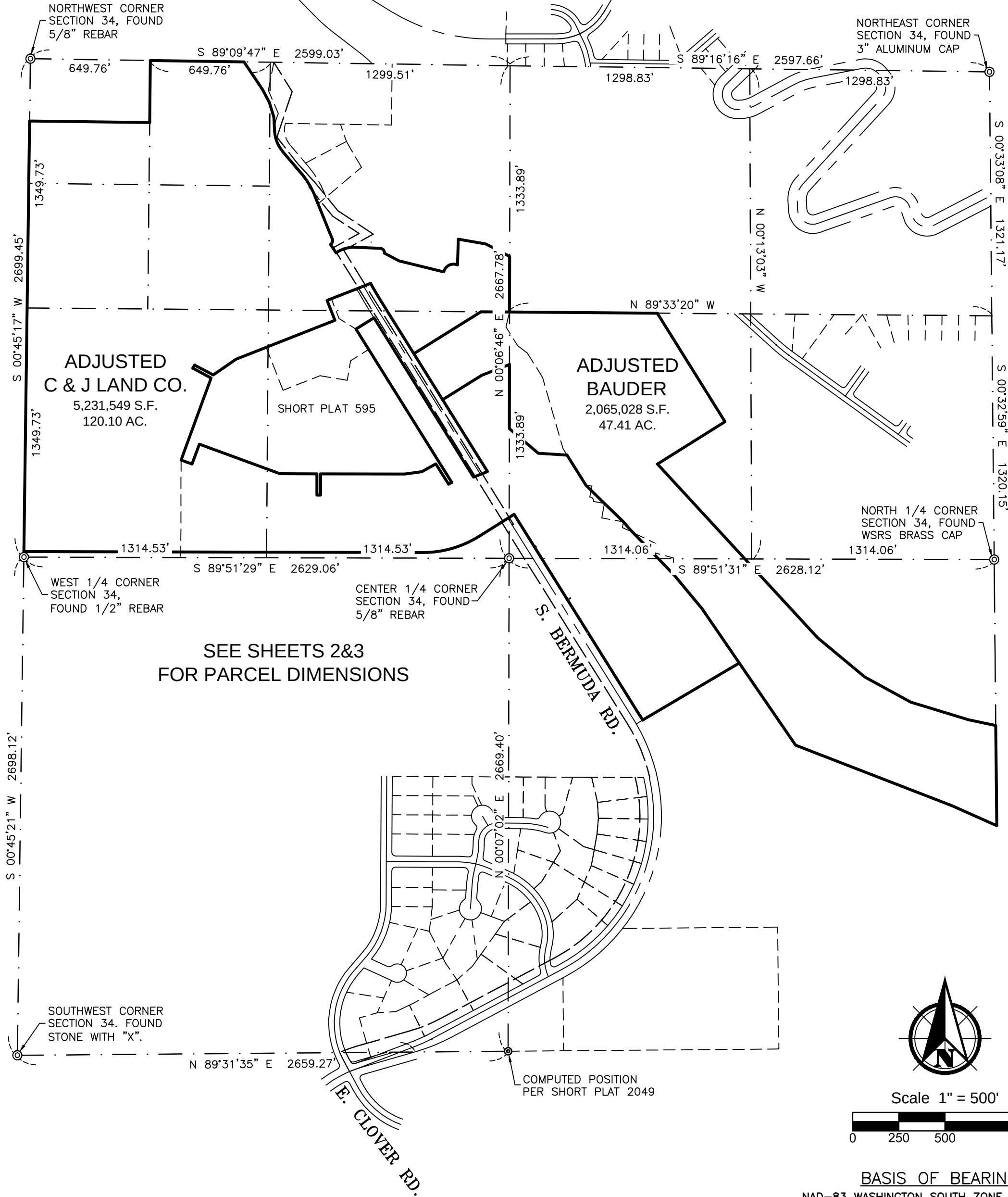
FOR BOUNDARY LINE ADJUSTMENT
NW 1/4, SW 1/4 OF THE NE 1/4, SE 1/4 SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY
OF RICHLAND, BENTON COUNTY, WASHINGTON



VICINITY MAP
NOT TO SCALE

LEGEND & ABBREVIATIONS

- FOUND PROPERTY PIN AS NOTED
- FOUND SURVEY MONUMENT AS DESCRIBED
- CALCULATED POINT, NOT FOUND OR SET
- SECTION LINE
- EXISTING RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY CENTERLINE
- EXISTING ADJACENT LOT LINE
- EXISTING EASEMENT
- PROPERTY BOUNDARY



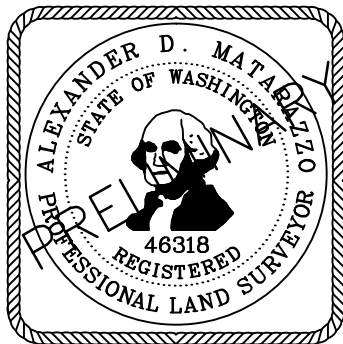
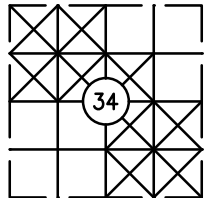
BASIS OF BEARINGS
NAD-83 WASHINGTON SOUTH ZONE GRID BEARING
OF S 89°09'47" E ALONG THE NORTH LINE OF THE
NORTHWEST QUARTER OF SECTION 34, AS MEASURED
BETWEEN EXISTING MONUMENTS.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF ____, 20__ AT ____ .M.
IN BOOK ____ OF SURVEYS ____ AT PAGE ____ AT THE
REQUEST OF PBS.

BENTON COUNTY AUDITOR _____
FEE NUMBER _____

SECTION DIAGRAM
T9N, R28E, W.M.
SECTION 34



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF
THE SURVEY RECORDING ACT AT THE REQUEST OF MARK BAUDER,
JULY 2017.

ALEXANDER D. MATARAZZO, PLS _____ CERTIFICATE NO. 46318



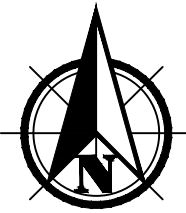
**PBS Engineering and
Environmental Inc.**
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600

pbsusa.com

CLIENT: BAUDER/WILSON		PROJECT NO.: 4234-00	
SURVEYOR: ALEX D. MATARAZZO		DATE: 07/10/2017	
CALC BY: ADM	DRAWN BY: ADM	SCALE: 1" = 500'	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>1</u> OF <u>5</u>	

RECORD OF SURVEY

FOR BOUNDARY LINE ADJUSTMENT
NW 1/4, SW 1/4 OF THE NE 1/4, SE 1/4 SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY
OF RICHLAND, BENTON COUNTY, WASHINGTON



Scale 1" = 200'

LINE	BEARING	DISTANCE
L1	N 20°10'32" E	472.96'
L2	N 62°01'18" W	113.18'
L3	S 62°01'18" E	115.00'
L4	N 55°17'34" E	150.00'
L5	N 68°29'19" E	575.33'
L6	N 21°30'41" W	115.00'
L7	N 68°29'19" E	253.30'
L8	S 31°59'19" E	1116.55'
L9	S 68°29'19" W	81.36'
L10	N 31°59'19" W	1016.76'
L11	S 58°00'41" W	115.00'
L12	S 31°59'19" E	979.45'
L13	N 31°59'19" W	130.00'
L14	S 60°35'40" W	86.88'
L15	S 82°16'18" W	94.27'
L16	N 89°51'32" W	455.00'
L17	S 00°08'28" W	115.00'
L18	N 89°51'32" W	20.00'
L19	N 00°08'28" E	115.00'
L20	N 89°51'32" W	200.35'
L21	N 69°49'28" W	465.19'
L22	S 20°10'32" W	114.98'
L23	N 69°49'28" W	63.71'
L24	S 33°54'44" E	179.82'
L25	S 27°32'33" E	79.99'
L26	S 16°49'08" E	83.10'
L27	S 03°01'50" E	77.63'
L28	S 40°12'56" E	155.78'
L29	S 22°00'21" E	247.89'
L30	S 34°22'46" E	54.00'
L31	S 87°34'02" E	132.44'
L32	S 62°06'10" E	89.64'
L33	S 76°13'06" E	248.55'
L34	N 01°54'44" E	139.23'
L35	S 80°20'04" E	151.61'
L36	S 62°09'59" E	145.81'
L37	S 00°06'46" W	300.90'
L38	S 13°57'18" W	82.68'
L39	S 31°59'06" E	120.22'
L40	S 52°44'43" E	66.36'
L41	S 31°59'19" E	155.71'
L42	S 16°01'55" E	400.68'
L43	S 31°59'19" E	233.81'
L44	S 10°25'54" W	23.50'
L45	S 10°25'54" W	36.50'
L46	S 79°34'08" E	3.82'
L47	S 79°34'16" E	60.00'
L48	S 10°26'01" W	80.00'
L49	S 79°34'06" E	120.00'
L50	S 10°25'54" W	31.13'
L51	S 64°22'01" E	63.35'
L52	S 64°22'01" E	133.35'
L53	S 74°42'48" E	120.00'
L54	S 02°03'01" E	91.96'
L55	S 39°48'17" E	237.31'
L56	N 43°56'19" W	171.56'
L57	N 44°19'57" W	146.79'
L58	N 44°19'57" W	20.10'
L59	N 40°37'06" W	57.50'
L60	N 45°52'40" W	144.22'
L61	N 45°35'07" W	101.08'
L62	N 45°35'07" W	39.35'
L63	N 89°30'45" W	155.72'
L64	N 68°46'25" E	161.19'
L65	S 49°42'13" E	205.84'
L66	S 86°22'15" E	156.14'
L67	S 31°59'19" E	41.29'
L68	S 31°59'19" E	192.52'

ADJUSTED C & J LAND CO.
5,231,549 S.F.
120.10 AC.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	20.01	310.00	3°41'57"	N 29°49'40" E	20.01
C2	20.04	540.00	2°07'36"	S 61°39'33" W	20.04
C3	116.17	179.00	37°11'06"	S 21°37'23" E	114.14
C4	149.70	471.00	18°12'38"	S 31°06'40" E	149.07
C5	33.87	25.00	77°37'55"	S 16°48'36" W	31.34
C6	111.15	173.00	36°48'43"	N 74°01'36" E	109.25
C7	39.29	25.00	90°03'27"	S 42°32'19" E	35.37
C8	95.47	55.00	99°27'15"	N 63°30'33" E	83.93
C9	32.68	355.00	5°16'26"	S 82°12'19" E	32.67
C10	31.42	20.00	90°00'00"	S 34°33'50" E	28.28
C11	50.56	280.00	10°20'47"	S 20°27'36" W	50.49
C12	24.91	1022.83	1°23'44"	N 31°17'29" W	24.91
C13	83.39	1268.81	3°45'57"	S 30°06'20" E	83.38

ADJUSTED BAUDER
2,065,028 S.F.
47.41 AC.



AUDITOR'S CERTIFICATE

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

BENTON COUNTY AUDITOR

FEE NUMBER



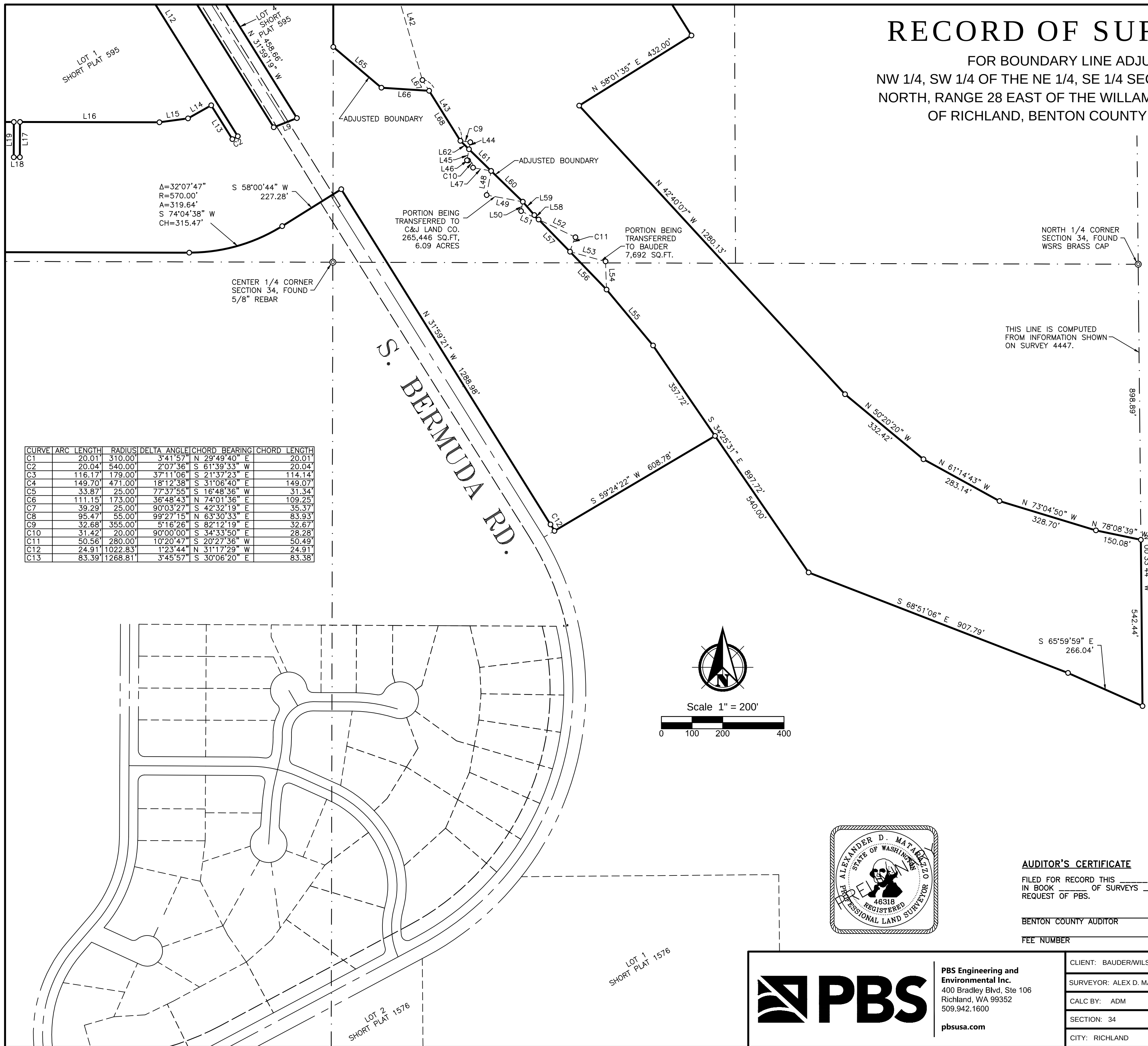
PBS Engineering and
Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600

pbsusa.com

CLIENT: BAUDER/WILSON		PROJECT NO.: 4234-00	
SURVEYOR: ALEX D. MATARAZZO		DATE: 07/10/2017	
CALC BY: ADM	DRAWN BY: ADM	SCALE: 1" = 200'	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>2</u> OF <u>5</u>	

RECORD OF SURVEY

FOR BOUNDARY LINE ADJUSTMENT
NW 1/4, SW 1/4 OF THE NE 1/4, SE 1/4 SECTION 34, TOWNSHIP 9
NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY
OF RICHLAND, BENTON COUNTY, WASHINGTON



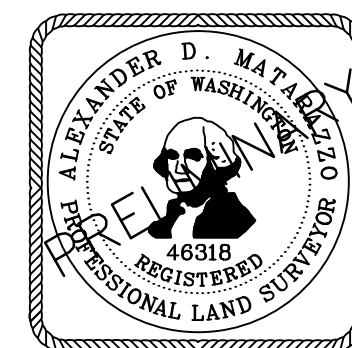
LINE	BEARING	DISTANCE
L1	N 20°10'32" E	472.96'
L2	N 62°01'18" W	113.18'
L3	S 62°01'18" E	115.00'
L4	N 55°17'34" E	150.00'
L5	N 68°29'19" E	575.33'
L6	N 21°30'41" W	115.00'
L7	N 68°29'19" E	253.30'
L8	S 31°59'19" E	1116.55'
L9	S 68°29'19" W	81.36'
L10	N 31°59'19" W	1016.76'
L11	S 58°00'41" W	115.00'
L12	S 31°59'19" E	979.45'
L13	N 31°59'19" W	130.00'
L14	S 60°35'40" W	86.88'
L15	S 82°16'18" W	94.27'
L16	N 89°51'32" W	455.00'
L17	S 00°08'28" W	115.00'
L18	N 89°51'32" W	20.00'
L19	N 00°08'28" E	115.00'
L20	N 89°51'32" W	200.35'
L21	N 69°49'28" W	465.19'
L22	S 20°10'32" W	114.98'
L23	N 69°49'28" W	63.71'
L24	S 33°54'44" E	179.82'
L25	S 27°32'33" E	79.99'
L26	S 16°49'08" E	83.10'
L27	S 03°01'50" E	77.63'
L28	S 40°12'56" E	155.78'
L29	S 22°00'21" E	247.89'
L30	S 34°22'46" E	54.00'
L31	S 87°34'02" E	132.44'
L32	S 62°06'10" E	89.64'
L33	S 76°13'06" E	248.55'
L34	N 01°54'44" E	139.23'
L35	S 80°20'04" E	151.61'
L36	S 62°09'59" E	145.81'
L37	S 00°06'46" W	300.90'
L38	S 13°57'18" W	82.68'
L39	S 31°59'06" E	120.22'
L40	S 52°44'43" E	66.36'
L41	S 31°59'19" E	155.71'
L42	S 16°01'55" E	400.68'
L43	S 31°59'19" E	233.81'
L44	S 10°25'54" W	23.50'
L45	S 10°25'54" W	36.50'
L46	S 79°34'08" E	3.82'
L47	S 79°34'16" E	60.00'
L48	S 10°26'01" W	80.00'
L49	S 79°34'06" E	120.00'
L50	S 10°25'54" W	31.13'
L51	S 64°22'01" E	63.35'
L52	S 64°22'01" E	133.35'
L53	S 74°42'48" E	120.00'
L54	S 02°03'01" E	91.96'
L55	S 39°48'17" E	237.31'
L56	N 43°56'19" W	171.56'
L57	N 44°19'57" W	146.79'
L58	N 44°19'57" W	20.10'
L59	N 40°37'06" W	57.50'
L60	N 45°52'40" W	144.22'
L61	N 45°35'07" W	101.08'
L62	N 45°35'07" W	39.35'
L63	N 89°30'45" W	155.72'
L64	N 68°46'25" E	161.19'
L65	S 49°42'13" E	205.84'
L66	S 86°22'15" E	156.14'
L67	S 31°59'19" E	41.29'
L68	S 31°59'19" E	192.52'

AUDITOR'S CERTIFICATE

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

BENTON COUNTY AUDITOR _____

FEE NUMBER _____



PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600
pbsusa.com

CLIENT: BAUDER/WILSON		PROJECT NO.: 4234-00	
SURVEYOR: ALEX D. MATARAZZO		DATE: 07/10/2017	
CALC BY: ADM	DRAWN BY: ADM	SCALE: 1" = 200'	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>3</u> OF <u>5</u>	

EXISTING PARCEL DESCRIPTIONS

PARCEL #1-3498-100-0005-000 (QCD 2016-018527)

A PORTION OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST, W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH 0°33'25" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 1320.72 FEET TOT HE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER; THENCE NORTH 89°34'14" WEST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER A DISTANCE OF 1812.32 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 693.29 FEET; THENCE SOUTH 58°00'41" WEST A DISTANCE OF 432.00 FEET; THENCE SOUTH 42°41'01" EAST A DISTANCE OF 1280.13 FEET THENCE SOUTH 50°21'14" EAST A DISTANCE OF 332.42 FEET; THENCE SOUTH 61°15'37" EAST A DISTANCE OF 283.14 FEET; THENCE SOUTH 73°05'44" EAST A DISTANCE OF 328.70 FEET; THENCE SOUTH 78°09'33" EAST A DISTANCE OF 153.04 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE SOUTH 0°33'25" EAST ALONG THE EAST LINE OF SAID SECTION 34 A DISTANCE OF 540.20 FEET; THENCE NORTH 65°59'57" WEST A DISTANCE OF 265.85 FEET; THENCE NORTH 68°51'04" WEST A DISTANCE OF 907.79 FEET; THENCE NORTH 34°25'29" WEST A DISTANCE OF 897.72 FEET; THENCE NORTH 39°48'15" WEST A DISTANCE OF 237.31 FEET; THENCE NORTH 2°03'01" WEST A DISTANCE OF 91.96 FEET; THENCE NORTH 74°42'48" WEST A DISTANCE OF 120.00 FEET TO A POINT ON CURVE; THENCE NORTHEASTERLY ALONG THE ARC TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 10°20'47", A RADIUS OF 280.00 FEET, A CHORD BEARING NORTH 20°27'35" EAST, AN ARC DISTANCE OF 50.56 FEET TO A POINT OF TANGENT; THENCE NORTH 64°22'01" WEST RADIAL TO SAID CURVE, A DISTANCE OF 196.70 FEET; THENCE NORTH 10°25'54" EAST A DISTANCE OF 31.13 FEET; THENCE NORTH 79°34'06" WEST A DISTANCE OF 120.00 FEET; THENCE NORTH 10°26'01" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 79°34'06" WEST A DISTANCE OF 60.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 20.00 FEET AND A CHORD BEARING NORTH 34°33'50" WEST, AN ARC DISTANCE OF 31.41 FEET; THENCE NORTH 79°34'08" WEST A DISTANCE OF 3.82 FEET; THENCE NORTH 10°25'54" EAST A DISTANCE OF 60.00 FEET; TO A POINT OF CURVE, THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°16'26", A RADIUS OF 355.00 FEET AND A CHORD BEARING NORTH 82°12'19" WEST, AN ARC DISTANCE OF 32.69 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 233.81 FEET; THENCE NORTH 16°01'55" WEST A DISTANCE OF 400.68 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 155.71 FEET; THENCE NORTH 52°44'43" WEST A DISTANCE OF 66.36 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 120.21 FEET; THENCE NORTH 13°55'25" EAST A DISTANCE OF 82.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34; THENCE SOUTH 89°34'14" EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 800.48 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL #1-3498-200-0005-002 (QCD 2012-016993)

REAL PROPERTY SITUATED IN BENTON COUNTY, WASHINGTON, LYING IN THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 00°45'08" WEST ALONG THE WEST LINE THEREOF A DISTANCE OF 337.42 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00°45'08" WEST ALONG THE WEST LINE OF SAID SECTION FOR 2331.96 FEET TO A POINT ON THE SAID WEST LINE, SAID POINT LIES NORTH 00°45'08" EAST 30.00 FEET FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°51'32" EAST, PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION A DISTANCE OF 2,159.99 FEET TO A POINT OF CURVATURE OF A 570.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°07'47", AN ARC DISTANCE OF 319.64 FEET; THENCE NORTH 58°00'41" EAST 227.40 FEET; THENCE SOUTH 31°59'19" EAST 1,289.03 FEET TO A POINT OF CURVATURE OF A 1022.83 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1°23'43", AN ARC DISTANCE OF 24.91 FEET; THENCE NORTH 59°24'24" EAST RADIAL TO SAID CURVE FOR 608.78 FEET; THENCE NORTH 34°25'29" WEST 357.72 FEET; THENCE NORTH 39°48'15" WEST 237.31 FEET; THENCE NORTH 02°03'01" WEST 91.96 FEET; THENCE NORTH 74°42'48" WEST 120.00 FEET TO A POINT ON THE ARC OF A 280.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 74°42'49" EAST; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°20'47", AN ARC DISTANCE OF 50.56 FEET; THENCE NORTH 64°22'01" WEST 196.70 FEET; THENCE NORTH 10°25'54" EAST 31.13 FEET; THENCE NORTH 79°34'06" WEST 120.00 FEET; THENCE NORTH 10°26'01" EAST 80.00 FEET; THENCE NORTH 79°34'16" WEST 60.00 FEET TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 79°33'50" WEST; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 31.42 FEET; THENCE NORTH 79°34'08" WEST 3.82 FEET; THENCE NORTH 10°25'54" EAST 60.00 FEET TO A POINT ON THE ARC OF A 355.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 10°25'52" WEST; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°16'26", AN ARC DISTANCE OF 32.68 FEET; THENCE NORTH 31°59'19" WEST 233.81 FEET; THENCE NORTH 16°01'55" WEST 400.68 FEET; THENCE NORTH 31°59'19" WEST 155.71 FEET; THENCE NORTH 52°44'43" WEST 66.36 FEET; THENCE NORTH 31°59'06" WEST 120.22 FEET; THENCE NORTH 13°55'21" EAST 82.52 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 00°06'53" EAST ALONG THE EAST LINE THEREOF FOR 300.94 FEET; THENCE NORTH 62°10'08" WEST 145.93 FEET; THENCE NORTH 80°20'13" WEST 151.61 FEET; THENCE SOUTH 01°54'35" WEST 139.23 FEET TO A POINT ON THE ARC OF A 55.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 23°14'01" WEST; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 99°27'15", AN ARC DISTANCE OF 95.47 FEET; THENCE NORTH 76°13'15" WEST 248.55 FEET; THENCE NORTH 62°06'19" WEST 89.64 FEET TO A POINT ON THE ARC OF A 25.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 87°30'45" WEST; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°03'27", AN ARC DISTANCE OF 39.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°34'11" WEST 132.44 FEET TO A POINT OF CURVATURE OF A 173.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°48'43", AN ARC DISTANCE OF 111.15 FEET; THENCE NORTH 34°22'55" WEST 54.00 FEET TO A POINT ON THE ARC OF A 25.00 FOOT RADIUS CURVE, THE RADIUS POINT OF WHICH BEARS NORTH 34°22'55" WEST; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°37'35", AN ARC DISTANCE OF 33.87 FEET TO A POINT OF TANGENCY; THENCE NORTH 22°00'30" WEST 247.89 FEET TO A POINT OF CURVATURE OF A 471.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°12'36", AN ARC DISTANCE OF 149.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 40°13'05" WEST 155.78 FEET TO A POINT OF CURVATURE OF A 179.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 60°24'48", AN ARC DISTANCE OF 188.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 20°11'42" EAST 28.09 FEET; THENCE NORTH 23°13'47" WEST 136.68 FEET; THENCE NORTH 11°08'50" EAST 154.45 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89°09'36" WEST ALONG SAID NORTH LINE FOR 669.45 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 00°35'39" WEST ALONG THE EAST LINE THEREOF FOR 336.42 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE NORTH 89°14'54" WEST ALONG THE SOUTH LINE THEREOF FOR 650.73 TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION AND THE SAID TRUE POINT OF BEGINNING.

EXCEPTING ALL OF SHORT PLAT 595, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 1 OF SHORT PLATS, AT PAGE 595, RECORDS OF BENTON COUNTY.

ALSO EXCEPTING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF SHORT PLAT 3241, ACCORDING TO THE PLAT THEREOF, RECORDED IN BOOK 1 OF SHORT PLATS, AT PAGE 3241, RECORDS OF SAID COUNTY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1 THE FOLLOWING COURSES AND DISTANCES SOUTH 11°08'50" WEST 154.45 FEET; THENCE SOUTH 23°13'47" EAST 136.68 FEET; THENCE SOUTH 20°11'42" WEST 28.09 FEET TO THE POINT OF CURVATURE OF A 179.00 FOOT RADIUS CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23°14'23", AN ARC DISTANCE OF 72.60 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY NORTH 03°02'40" WEST 77.58 FEET; THENCE NORTH 16°49'38" WEST 83.10 FEET; THENCE NORTH 27°33'03" WEST 79.99 FEET; THENCE NORTH 33°55'14" WEST 179.86 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°09'36" EAST ALONG SAID NORTH LINE FOR 161.96 FEET THE SAID POINT OF BEGINNING. (BOUNDARY LINE ADJUSTMENT PER QCD, AF#2010-026265, 9/13/2010).

RECORD OF SURVEY

FOR BOUNDARY LINE ADJUSTMENT
NW 1/4, SW 1/4 OF THE NE 1/4, SE 1/4 SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

TRANSFER PARCEL DESCRIPTIONS

TRANSFER FROM BAUDER TO C & J LAND COMPANY

REAL PROPERTY SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1,333.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 13°57'18" WEST A DISTANCE OF 82.68 FEET; THENCE SOUTH 31°59'06" EAST A DISTANCE OF 120.22 FEET; THENCE SOUTH 52°44'43" EAST A DISTANCE OF 66.36 FEET;THENCE SOUTH 31°59'19" EAST A DISTANCE OF 155.71 FEET; THENCE SOUTH 16°01'55" EAST A DISTANCE OF 400.68 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 233.81 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 45°35'07" EAST A DISTANCE OF 140.43 FEET; THENCE SOUTH 45°52'40" EAST A DISTANCE OF 144.22 FEET; THENCE SOUTH 40°37'06" EAST A DISTANCE OF 57.50 FEET;THENCE SOUTH 44°19'57" EAST A DISTANCE OF 166.89 FEET; THENCE SOUTH 43°56'19" EAST A DISTANCE OF 171.56 FEET; THENCE NORTH 02°03'01" WEST A DISTANCE OF 91.96 FEET;THENCE NORTH 74°42'48" WEST A DISTANCE OF 120.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 280.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 74°42'48" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 50.56 FEET, WITH A DELTA ANGLE OF 10°20'47", A CHORD BEARING OF NORTH 20°27'36" EAST, AND A CHORD LENGTH OF 50.49 FEET TO A NON TANGENT LINE; THENCE NORTH 64°22'01" WEST A DISTANCE OF 133.35 FEET; THENCE NORTH 44°19'57" WEST A DISTANCE OF 20.10 FEET; THENCE NORTH 40°37'06" WEST A DISTANCE OF 57.50 FEET; THENCE NORTH 45°52'40" WEST A DISTANCE OF 144.22 FEET;THENCE NORTH 45°35'07" WEST A DISTANCE OF 101.08 FEET; THENCE NORTH 10°25'54" EAST A DISTANCE OF 23.50 FEET; TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 355.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 10°25'54" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 32.68 FEET, WITH A DELTA ANGLE OF 05°16'26", A CHORD BEARING OF NORTH 82°12'19" WEST, AND A CHORD LENGTH OF 32.67 FEET TO THE SAID TRUE POINT OF BEGINNING.

HAVING AN AREA OF 8,973 SQUARE FEET, 0.21 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TRANSFER FROM C & J LAND COMPANY TO BAUDER

REAL PROPERTY SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1,333.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER WHICH IS ALSO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 13°57'18" WEST A DISTANCE OF 82.68 FEET; THENCE SOUTH 31°59'06" EAST A DISTANCE OF 120.22 FEET; THENCE SOUTH 52°44'43" EAST A DISTANCE OF 66.36 FEET;THENCE SOUTH 31°59'19" EAST A DISTANCE OF 155.71 FEET; THENCE SOUTH 16°01'55" EAST A DISTANCE OF 400.68 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 233.81 FEET; THENCE SOUTH 45°35'07" EAST A DISTANCE OF 39.35 FEET; THENCE SOUTH 45°35'07" EAST A DISTANCE OF 101.08 FEET; THENCE SOUTH 45°52'40" EAST A DISTANCE OF 144.22 FEET; THENCE SOUTH 40°37'06" EAST A DISTANCE OF 57.50 FEET; THENCE SOUTH 44°19'57" EAST A DISTANCE OF 20.10 FEET; THENCE NORTH 64°22'01" WEST A DISTANCE OF 63.35 FEET; THENCE NORTH 10°25'54" EAST A DISTANCE OF 31.13 FEET; THENCE NORTH 79°34'06" WEST A DISTANCE OF 120.00 FEET; THENCE NORTH 10°26'01" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 79°34'16" WEST A DISTANCE OF 60.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 20.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 79°33'50" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 31.42 FEET, WITH A DELTA ANGLE OF 90°00'18", A CHORD BEARING OF NORTH 34°33'59" WEST, AND A CHORD LENGTH OF 28.29 FEET TO A TANGENT LINE; THENCE NORTH 79°34'08" WEST A DISTANCE OF 3.82 FEET; THENCE NORTH 10°25'54" EAST A DISTANCE OF 36.50 FEET; THENCE NORTH 45°35'07" WEST A DISTANCE OF 39.35 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 192.52 FEET; THENCE NORTH 86°22'15" WEST A DISTANCE OF 156.14 FEET; THENCE NORTH 49°42'13" WEST A DISTANCE OF 205.84 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE NORTH 00°06'46" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 347.63 FEET; THENCE SOUTH 68°46'25" WEST A DISTANCE OF 161.19 FEET; THENCE SOUTH 58°00'41" WEST A DISTANCE OF 250.06 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 294.03 FEET; THENCE NORTH 58°00'41" EAST A DISTANCE OF 427.93 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°30'45" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 155.72 FEET TO THE SAID TRUE POINT OF BEGINNING.

HAVING AN AREA OF 265,446 SQUARE FEET, 6.09 ACRES.

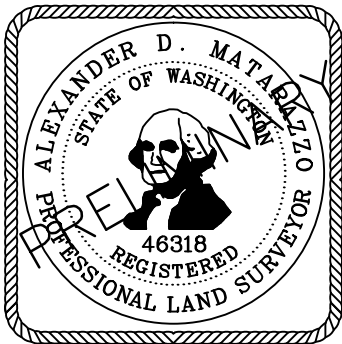
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AUDITOR'S CERTIFICATE

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

BENTON COUNTY AUDITOR _____

FEE NUMBER _____



PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600

pbsusa.com

CLIENT: BAUDER/WILSON		PROJECT NO.: 4234-00	
SURVEYOR: ALEX D. MATARAZZO		DATE: 07/10/2017	
CALC BY: ADM	DRAWN BY: ADM	SCALE: N/A	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>4</u> OF <u>5</u>	

RECORD OF SURVEY_____

ADJUSTED PARCEL DESCRIPTIONS

ADJUSTED C & J LAND COMPANY PARCEL

REAL PROPERTY SITUATED IN THE NORTHWEST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH 89°09'47" EAST ALONG THE NORTH LINE OF SAID SECTION 34 A DISTANCE OF 649.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, SAID CORNER ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°09'47" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 507.59 FEET; THENCE SOUTH 33°54'44" EAST A DISTANCE OF 179.82 FEET; THENCE SOUTH 27°32'33" EAST A DISTANCE OF 79.99 FEET; THENCE SOUTH 16°49'08" EAST A DISTANCE OF 83.10 FEET; THENCE SOUTH 03°01'50" EAST A DISTANCE OF 77.63 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 179.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 116.17 FEET, WITH A DELTA ANGLE OF 37°11'06", A CHORD BEARING OF SOUTH 21°37'23" EAST, AND A CHORD LENGTH OF 114.14 FEET; THENCE SOUTH 40°12'56" EAST A DISTANCE OF 155.79 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 471.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 149.69 FEET, WITH A DELTA ANGLE OF 18°12'35", A CHORD BEARING OF SOUTH 31°06'39" EAST, AND A CHORD LENGTH OF 149.06 FEET; THENCE SOUTH 22°00'21" EAST A DISTANCE OF 247.89 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 33.87 FEET, WITH A DELTA ANGLE OF 77°37'55", A CHORD BEARING OF SOUTH 16°48'36" WEST, AND A CHORD LENGTH OF 31.34 FEET; THENCE SOUTH 34°22'46" EAST A DISTANCE OF 54.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 173.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 34°22'45" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 111.15 FEET, WITH A DELTA ANGLE OF 36°48'43", A CHORD BEARING OF NORTH 74°01'36" EAST, AND A CHORD LENGTH OF 109.25 FEET; THENCE SOUTH 87°34'02" EAST A DISTANCE OF 132.44 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 39.29 FEET, WITH A DELTA ANGLE OF 90°03'27", A CHORD BEARING OF SOUTH 42°32'19" EAST, AND A CHORD LENGTH OF 35.37 FEET; THENCE SOUTH 62°06'10" EAST A DISTANCE OF 89.64 FEET; THENCE SOUTH 76°13'06" EAST A DISTANCE OF 248.55 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 76°13'05" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 95.47 FEET, WITH A DELTA ANGLE OF 99°27'15", A CHORD BEARING OF NORTH 63°30'33" EAST, AND A CHORD LENGTH OF 83.93 FEET; THENCE NORTH 01°54'44" EAST A DISTANCE OF 139.23 FEET; THENCE SOUTH 80°20'04" EAST A DISTANCE OF 151.61 FEET; THENCE SOUTH 62°09'59" EAST A DISTANCE OF 145.81 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 300.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°30'45" WEST A DISTANCE OF 155.72 FEET ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 58°00'41" WEST A DISTANCE OF 427.93 FEET TO THE NORTHEASTERLY BOUNDARY OF SHORT PLAT 595, AS RECORDED WITH THE BENTON COUNTY AUDITOR UNDER AUDITOR'S FILE NUMBER 771566; THENCE ALONG THE EXTERNAL BOUNDARY OF SAID SHORT PLAT 595 THE FOLLOWING COURSES NORTH 31°59'19" WEST A DISTANCE OF 363.86 FEET TO A POINT OF CURVATURE WITH A TANGENT CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1268.81 FEET; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 83.39 FEET, WITH A DELTA ANGLE OF 03°45'57", A CHORD BEARING OF NORTH 30°06'20" WEST, AND A CHORD LENGTH OF 83.38 FEET TO A NON TANGENT LINE; THENCE SOUTH 68°29'19" WEST A DISTANCE OF 253.30 FEET; THENCE SOUTH 21°30'41" EAST A DISTANCE OF 115.00 FEET; THENCE SOUTH 68°29'19" WEST A DISTANCE OF 575.33 FEET; THENCE SOUTH 55°17'34" WEST A DISTANCE OF 150.00 FEET; THENCE NORTH 62°01'18" WEST A DISTANCE OF 115.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 310.00 FEET; THE RADIUS POINT OF WHICH BEARS SOUTH 58°19'22" EAST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 20.01 FEET, WITH A DELTA ANGLE OF 03°41'57", A CHORD BEARING OF SOUTH 29°49'40" WEST, AND A CHORD LENGTH OF 20.01 FEET TO A NON TANGENT LINE; THENCE SOUTH 62°01'18" EAST A DISTANCE OF 113.18 FEET; THENCE SOUTH 20°10'32" WEST A DISTANCE OF 472.96 FEET; THENCE SOUTH 69°49'28" EAST A DISTANCE OF 63.71 FEET; THENCE NORTH 20°10'32" EAST A DISTANCE OF 114.98 FEET; THENCE SOUTH 69°49'28" EAST A DISTANCE OF 465.19 FEET; THENCE SOUTH 89°51'32" EAST A DISTANCE OF 200.35 FEET; THENCE SOUTH 00°08'28" WEST A DISTANCE OF 115.00 FEET; THENCE SOUTH 89°51'32" EAST A DISTANCE OF 20.00 FEET; THENCE NORTH 00°08'28" EAST A DISTANCE OF 115.00 FEET; THENCE SOUTH 89°51'32" EAST A DISTANCE OF 455.00 FEET; THENCE NORTH 82°16'18" EAST A DISTANCE OF 94.27 FEET; THENCE NORTH 60°35'40" EAST A DISTANCE OF 86.88 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 130.00 FEET TO A POINT ON THE ARC OF A NON TANGENT CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 540.00 FEET; THE RADIUS POINT OF WHICH BEARS NORTH 27°16'39" WEST; THENCE ALONG SAID CURVE, HAVING AN ARC LENGTH OF 20.04 FEET, WITH A DELTA ANGLE OF 02°07'36", A CHORD BEARING OF NORTH 61°39'33" EAST, AND A CHORD LENGTH OF 20.04 FEET TO A NON TANGENT LINE; THENCE NORTH 31°59'19" WEST A DISTANCE OF 979.45 FEET; THENCE NORTH 58°00'41" EAST A DISTANCE OF 115.00 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 1,016.76 FEET; THENCE NORTH 68°29'19" EAST A DISTANCE OF 81.36 FEET; THENCE NORTH 31°59'19" WEST A DISTANCE OF 458.66 FEET; THENCE LEAVING THE BOUNDARY OF SAID SHORT PLAT 595 NORTH 58°00'41" EAST A DISTANCE OF 250.06 FEET; THENCE NORTH 68°46'25" EAST A DISTANCE OF 161.19 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 347.63 FEET; THENCE SOUTH 49°42'13" EAST A DISTANCE OF 205.84 FEET; THENCE SOUTH 86°22'15" EAST A DISTANCE OF 156.14 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 192.52 FEET; THENCE SOUTH 45°35'07" EAST A DISTANCE OF 140.43 FEET; THENCE SOUTH 45°52'40" EAST A DISTANCE OF 144.22 FEET; THENCE SOUTH 40°37'06" EAST A DISTANCE OF 57.50 FEET; THENCE SOUTH 44°19'57" EAST A DISTANCE OF 166.89 FEET; THENCE SOUTH 43°56'19" EAST A DISTANCE OF 171.56 FEET; THENCE SOUTH 39°48'17" EAST A DISTANCE OF 237.31 FEET; THENCE SOUTH 34°25'31" EAST A DISTANCE OF 897.72 FEET; THENCE SOUTH 68°51'06" EAST A DISTANCE OF 907.79 FEET; THENCE SOUTH 65°59'59" EAST A DISTANCE OF 266.04 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00°33'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 542.44 FEET; THENCE NORTH 78°08'39" WEST A DISTANCE OF 150.08 FEET; THENCE NORTH 73°04'50" WEST A DISTANCE OF 328.70 FEET; THENCE NORTH 61°14'43" WEST A DISTANCE OF 283.14 FEET; THENCE NORTH 50°20'20" WEST A DISTANCE OF 332.42 FEET; THENCE NORTH 42°40'07" WEST A DISTANCE OF 1,280.13 FEET; THENCE NORTH 58°01'35" EAST A DISTANCE OF 432.00 FEET; THENCE NORTH 31°58'25" WEST A DISTANCE OF 693.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 89°33'20" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 800.57 FEET TO THE SAID TRUE POINT OF BEGINNING.

HAVING AN AREA OF 5,231,549 SQUARE FEET, 120.10 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR BOUNDARY LINE ADJUSTMENT

NW 1/4, SW 1/4 OF THE NE 1/4, SE 1/4 SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON

ADJUSTED BAUDER PARCEL

REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 1,333.89 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°30'45" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 155.72 FEET; THENCE SOUTH 58°00'41" WEST A DISTANCE OF 427.93 FEET TO THE NORTHEASTERLY LINE OF LOT 4 OF SHORT PLAT 595, AS RECORDED WITH THE BENTON COUNTY AUDITOR UNDER FILE NUMBER 771566; THENCE SOUTH 31°59'19" EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 4 A DISTANCE OF 294.03 FEET; THENCE NORTH 58°00'41" EAST A DISTANCE OF 250.06 FEET; THENCE NORTH 68°46'25" EAST A DISTANCE OF 161.19 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 00°06'46" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER A DISTANCE OF 347.63 FEET; THENCE SOUTH 49°42'13" EAST A DISTANCE OF 205.84 FEET; THENCE SOUTH 86°22'15" EAST A DISTANCE OF 156.14 FEET; THENCE SOUTH 31°59'19" EAST A DISTANCE OF 192.52 FEET; THENCE SOUTH 45°35'07" EAST A DISTANCE OF 140.43 FEET; THENCE SOUTH 45°52'40" EAST A DISTANCE OF 144.22 FEET; THENCE SOUTH 40°37'06" EAST A DISTANCE OF 57.50 FEET; THENCE SOUTH 44°19'57" EAST A DISTANCE OF 166.89 FEET; THENCE SOUTH 43°56'19" EAST A DISTANCE OF 171.56 FEET; THENCE SOUTH 39°48'17" EAST A DISTANCE OF 237.31 FEET; THENCE SOUTH 34°25'31" EAST A DISTANCE OF 897.72 FEET; THENCE SOUTH 68°51'06" EAST A DISTANCE OF 907.79 FEET; THENCE SOUTH 65°59'59" EAST A DISTANCE OF 266.04 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 00°33'44" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 542.44 FEET; THENCE NORTH 78°08'39" WEST A DISTANCE OF 150.08 FEET; THENCE NORTH 73°04'50" WEST A DISTANCE OF 328.70 FEET; THENCE NORTH 61°14'43" WEST A DISTANCE OF 283.14 FEET; THENCE NORTH 50°20'20" WEST A DISTANCE OF 332.42 FEET; THENCE NORTH 42°40'07" WEST A DISTANCE OF 1,280.13 FEET; THENCE NORTH 58°01'35" EAST A DISTANCE OF 432.00 FEET; THENCE NORTH 31°58'25" WEST A DISTANCE OF 693.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE NORTH 89°33'20" WEST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER A DISTANCE OF 800.57 FEET TO THE SAID TRUE POINT OF BEGINNING.

HAVING AN AREA OF 2,065,028 SQUARE FEET, 47.41 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NARRATIVE

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MARK BAUDER AND C & J LAND COMPANY, TO PERFORM A BOUNDARY LINE ADJUSTMENT.

ALL FOUND MONUMENTS AND PROPERTY CORNERS SHOWN ON THIS SURVEY WERE VISITED BETWEEN APRIL AND MAY OF 2016.

THIS SURVEY WAS PERFORMED USING TRIMBLE R8 GNSS GPS RECEIVERS IN RTK MODE, HAVING A STANDARD ERROR OF 1CM+2PPM, A SPECTRA PRECISION SP80 IN VRS NETWORK MODE, HAVING A STANDARD ERROR OF 8MM+1PPM, AND A TRIMBLE S6 TOTAL STATION WITH 3" ANGLE ACCURACY

AUDITOR'S CERTIFICATE

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

BENTON COUNTY AUDITOR _____

FEE NUMBER _____



PBS Engineering and Environmental Inc.
400 Bradley Blvd, Ste 106
Richland, WA 99352
509.942.1600

pbsusa.com

CLIENT: BAUDER/WILSON		PROJECT NO.: 4234-00	
SURVEYOR: ALEX D. MATARAZZO		DATE: 07/10/2017	
CALC BY: ADM	DRAWN BY: ADM	SCALE: N/A	
SECTION: 34	TOWNSHIP: 9 NORTH	RANGE: 28 EAST	
CITY: RICHLAND	COUNTY: BENTON	SHEET <u>5</u> OF <u>5</u>	



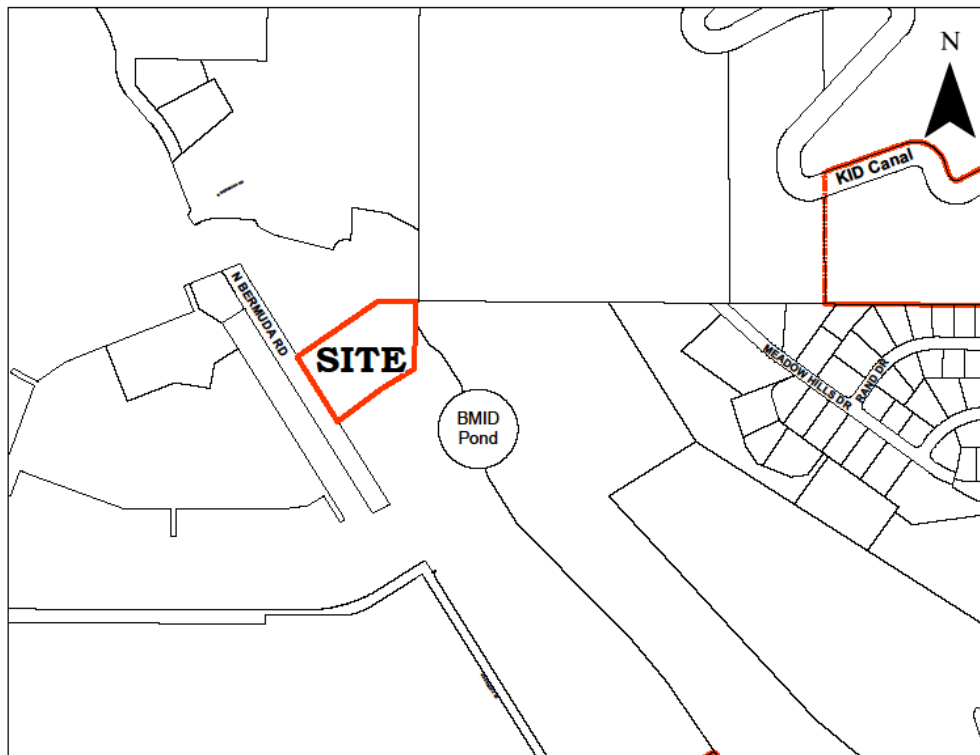
CITY OF RICHLAND PUBLIC HEARING NOTICE (S2017-103 & Z2017-105)

Notice is hereby given that Mark Bauder on September 21, 2017, filed an application for preliminary plat and rezone approval to change the zoning from Agriculture to R-1-10 (Low-Density Residential) and to subdivide an approximately 3.47 acre site into 11 single family residential lots (Preliminary Plat of Westcliffe Heights II). The proposed plat and rezone site is located north of N. Jurupa Street and south of Meadow Hills Drive, in an area locally referred to as Little Badger Mountain. The proposed plat would have an average lot size of 11,257 square feet.

The Richland Hearings Examiner, on **Monday, November 13**, 2017, will conduct a public hearing and review of the application at 6:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Senior Planner, 840 Northgate Drive, Richland, WA 99352. Comments may also be faxed to (509) 942-7587 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, November 6, 2017 to be incorporated into the staff report. Comments received after that date will be entered into the record at the hearing.

The application will be reviewed in accordance with the regulations in RMC Title 19 Development Regulations Administration and Tile 24 Plats and Subdivisions. Appeal procedures of decisions related to the above referenced application are set forth in RMC Chapter 19.70. Contact the Richland Planning Division at the above referenced address with questions related to the available appeal process.



AFFIDAVIT OF 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 18th day of October, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2017-103 at the following location:

The north terminus of Bermuda Road, adjacent to and east of the Hidden Hills subdivision

Print Name: Shane O'Neill

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

Signature of Notary

Printed Name

Notary Public in and for the State of Washington,

Residing in _____

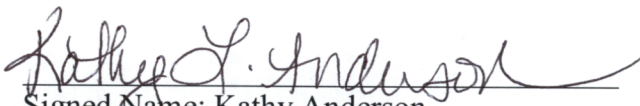
My appointment expires: _____

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

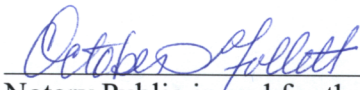
COMES NOW, Kathy Anderson, who, being first duly sworn upon oath deposes and says:

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 19th day of October, 2017, I mailed a copy of the attached PUBLIC HEARING NOTICE (S2017-103 & Z2017-105) to the attached list of individuals via regular USPS or E-mail on the date indicated above. The Notice of Public Hearing is related to an application for preliminary plat and rezone approval to change the zoning from Agriculture to R-1-10 (Low-Density Residential) and to subdivide an approximately 3.47 acre site into 11 single family residential lots (Preliminary Plat of Westcliffe Heights II). The proposed plat and rezone site is located north of N. Jurupa Street and south of Meadow Hills Drive, in an area locally referred to as Little Badger Mountain.


Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 20 day of October, 2017 by Kathy Anderson.




Notary Public in and for the State of Washington,
Residing at Richland, WA
My appointment expires: 11-1-2020
October L. Follett
Printed Name



www.ci.richland.wa.us

Exhibit 5

Development Permitting Division

840 Northgate Drive

Richland, WA 99352

Telephone 509-942-7794

SEPA ENVIRONMENTAL CHECKLIST

UPDATED 2014

Purpose of checklist:

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

Instructions for applicants:

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

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

Instructions for Lead Agencies:

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

Use of checklist for nonproject proposals:

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

A. BACKGROUND

1. Name of proposed project, if applicable: Westcliff Heights II - Preliminary Plat & REZONE

2. Name of applicant: Mark Bauder

3. Applicant contact information:

Address: 605 Summit Street
Richland, WA 99352

Phone #: 509-521-7479

email address: mborchards@aol.com

4. Date checklist prepared: August 7th, 2017

5. Agency requesting checklist: City of Richland

6. Proposed timing or schedule (including phasing, if applicable):

Rezone Project from AG to R1-10 Fall 2017, Project Subdivision Begin: Spring 2018

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

Engineering plans would be permitted through City of Richland for infrastructure improvements. Project will apply for a grading permit through City of Richland, individual homes will apply for building permits.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

A cut slope evaluation was completed by Foundation Engineering, Inc. dated 8/24/2016, Geotech report was prepared by PBS 3/24/2017. A transportation consideration report was completed by Kittelson & Associates, Inc. dated 4/4/2016.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

Property will require rezone from AG to R1-10 in order to support proposed preliminary plat.

10. List any government approvals or permits that will be needed for your proposal, if known.

Preliminary Plat will require a rezone from AG to R1-10, Grading permits, infrastructure permits through City of Richland, building permits through City of Richland.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

Project proposes to rezone and subdivide parcel 134981000005000. Rezone would propose a designation change from AG to R1-10 the preliminary plat proposes to subdivide 11 residential lots. The project would include the development of public infrastructure to include roads, water, sewer, and storm systems. The project would be developed directly adjacent to the recently approved Westcliffe Height preliminary plat and would draw access from the required Phase 1 access point of that prelim plat.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

These parcel is located in Section 34, Township 9 North, Range 28 East W.M., and is north of Reata Road, and south of Queensgate Drive. (See attached preliminary plat for site plan location.)

...location cont'd:

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site

(circle one) Flat, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? +/- 5% %

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. The majority of the site is silty soil, some portion of the site contain basalt cobbles and gravel in a silt matrix, per Cut Slope evaluation by Foundation Engineering, Inc. (See attached)

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. Not within the boundary of this preliminary plat.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

The site will be graded to create residential lots and graded to build infrastructure that will serve those lots from the existing Queensgate Drive. All fill will be from material excavated on site, import of materials for grading is not anticipated.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. Potential erosion, both wind blown and runoff, are possible as a result of construction and will be managed with a temporary erosion control plan approved by the City of Richland.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Approximately 35% of the site will be covered with impervious surfaces after the project completion and full build out of homes.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

During construction erosion control measures will be implemented such as person operated watering devices and silt fencing. After construction the majority of the disturbed surfaces on the site will be grass and landscaping consistent with single family yards.

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. During construction there will be exhaust emissions from construction equipment as well as dust. After project completion there would be normal air emissions resulting from a residential neighborhood setting.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. No off site sources of emissions will affect this proposal.

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

During construction, emissions will be limited to working hours and dust will be controlled by person operated watering devices.

3. Water

a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

There is an irrigation pond, operated by Badger Mountain Irrigation District at the south east corner of the project.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

Yes grading for the future roadway will happen within 200 feet of the irrigation pond.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

None.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No surface water withdrawals or diversions proposed with this project.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

The proposed site does not lie within a 100-year floodplain

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so,

describe the type of waste and anticipated volume of discharge.

The proposed project does not involve any discharge of waste materials to surface waters.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No ground water will be withdrawn or will water be discharged to the ground water with this proposal.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

None, sanitary sewer will be discharged to the City municipal system.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Stormwater runoff will be collected within the roadway prism and disposed of via surface/subsurface methods consistent with the City of Richland standards for stormwater disposal. There will be no offsite discharges of stormwater proposed with this project.

- 2) Could waste materials enter ground or surface waters? If so, generally describe.

It is not anticipated that this will occur since waste materials are not allowed to be discharged to City owned and maintained storm systems.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

The proposed project does not alter or otherwise affect the overall drainage patterns in the vicinity of the site.

- d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

The stormwater disposal methods will be in compliance with City of Richland standards as well as the Washington State Department of Ecology Eastern Washington Stormwater Manual

4. Plants

- a. Check the types of vegetation found on the site:

☐ deciduous tree: alder, maple, aspen, other
☐ evergreen tree: fir, cedar, pine, other
☒ shrubs
☒ grass
☐ pasture
☐ crop or grain
☒ Orchards, vineyards or other permanent crops.
☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
☐ water plants: water lily, eelgrass, milfoil, other
☐ other types of vegetation

- b. What kind and amount of vegetation will be removed or altered?

Grass and brush will be removed where grading will take place. Approximately 3 acres of orchard will be removed with the development of the project.

- c. List threatened and endangered species known to be on or near the site.

There are no threatened or endangered species known to be on or near the site to the applicant's knowledge.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

The single family residential lots will most likely be landscaped with grass and trees.

- e. List all noxious weeds and invasive species known to be on or near the site.

There are no noxious weeds or invasive species known to be on or near the site to the applicant's knowledge.

5. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk heron, eagle, songbirds other: _____

mammals: deer, bear, elk, beaver, other: ground squirrel, COYOTE

fish: bass, salmon, trout, herring, shellfish, other _____

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10.6.17

- b. List any threatened and endangered species known to be on or near the site.

There are no threatened or endangered species known to be on or near the site to the applicant's knowledge.

- c. Is the site part of a migration route? If so, explain.

Yes, Richland is within the Pacific Flyway.

- d. Proposed measures to preserve or enhance wildlife, if any:

No measures are being proposed to preserve or enhance wildlife.

- e. List any invasive animal species known to be on or near the site.

There are no invasive animal species known to be on or near the site to the applicant's knowledge.

6. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

The project will require energy in order to serve the proposed homes with electricity and gas.

- b. Would your project affect the potential use of solar energy by adjacent properties?

If so, generally describe.

This project has no impact to adjacent properties potential solar needs.

- c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

The proposed homes will be constructed in accordance with all applicable building codes as recognized by the City of Richland.

7. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal?

If so, describe.

There are no identified potential health hazards with this proposal.

- 1) Describe any known or possible contamination at the site from present or past uses.

There are no known or possible contamination at the site from present or past uses to the applicant's knowledge.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None to the applicant's knowledge.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None.

- 4) Describe special emergency services that might be required.

None.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

None at this time.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

There are no known sources of noise in the area that will directly affect this proposal. The project is near existing agricultural uses and will experience seasonal noises due to the maintenance and production of agricultural products.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)?
Indicate what hours noise would come from the site.

On a short term basis there will be noise associated with infrastructure construction, hours of operation will be limited to those allowed by the City of Richland. The proposed project will increase the traffic in the area consistent with single family residential neighborhoods on a long term basis.

- 3) Proposed measures to reduce or control noise impacts, if any:

Construction hours will be limited to working hours defined by the City of Richland.

8. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Currently the site and adjacent properties are vacant, single family homes, or being used for agricultural purposes. This proposal will not affect nearby land uses.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

Approximately 3 acres of orchard land will be converted to single family residential homes.

- i) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: The proposal does not anticipate any adverse impacts on ag ground, and does not anticipate that current ag practices will effect the development.

- b. Describe any structures on the site.

There are no residences on the subject property.

- d. Will any structures be demolished? If so, what?

No.

- e. What is the current zoning classification of the site?

The site is currently zoned AG-Agriculture, the proposed zoning is R-1-10: Single Family Residential

- f. What is the current comprehensive plan designation of the site?

Low Density / Medium Density Residential

- g. If applicable, what is the current shoreline master program designation of the site?

Not Applicable.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No.

- i. Approximately how many people would reside or work in the completed project?

The preliminary plat would allow for the development of multiple single family housing with approximately 30 residents.

- j. Approximately how many people would the completed project displace?

None.

- k. Proposed measures to avoid or reduce displacement impacts, if any:

None proposed.

L. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: The site is to be built in accordance with City of Richland residential zoning and comprehensive plan requirements.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

None

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

11 single family homes are being proposed.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

Housing impacts will be controlled by the City of Richland zoning code for an R-1-10 designation.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

The tallest height of any building would be limited by the R-1-10 zoning code at 30 feet. The principal exterior building materials could vary but would most likely be either wood siding or stucco.

b. What views in the immediate vicinity would be altered or obstructed?

No views in the immediate vicinity would be altered or obstructed by this project.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Aesthetics would be controlled by the City of Richland zoning code for R-1-10.

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

The project would create light from the required city street lights as well as outside lighting on the residential homes. This light would be created during the evening hours.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not to the applicant's knowledge.

c. What existing off-site sources of light or glare may affect your proposal?

There are no off-site sources of light or glare that will affect the project proposal.

d. Proposed measures to reduce or control light and glare impacts, if any:

All proposed lighting measures would be directed downward.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

Badger Mountain Park and various city parks located in the residential neighbors. Badger Mountain Hiking Trails are located 1.0 miles to the west and the Meadow Springs Country Club (golf course) is located 1.7 miles east of the site.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

None proposed at this time.

13. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

Not to the applicant's knowledge.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

Applicant is not aware of any cultural or historical resources that are present on-site.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

None.

14. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

Queensgate Extension

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No, the closest stop is 3-5 miles away.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

The project would have the ability to provide on-street parking as well as driveway at each individual home.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Yes, the project will require the development of new public streets to be extended to the site as well as the development of the internal roadway system to serve the single family homes.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Approximately 110 vehicular trips per day will be generated by the completed project. Peak volumes would occur in the morning and evening hours ITE Trip Generation Manual was used for estimation of traffic generated by single family residential development.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No

- h. Proposed measures to reduce or control transportation impacts, if any:

Project would utilize Queensgate roadway extension developed with Phase 1 of Westcliffe Heights.

15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

This project will result in the need for fire protection, police protection, schools, and other public services associated with housing development.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

The plat will be subject to impact fees implemented by the City and School District. Properties created by the project would be subject to local taxes and levies imparted by the local jurisdiction.

16. Utilities

- a. Circle utilities currently available at the site: electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. Utilities to include water, sewer, refuse service, and electricity will be provided by the City of Richland. Irrigation will be provided by Badger Mountain Irrigation District, the natural gas provider in the area is Cascade Natural Gas, and telephone is provided by CenturyLink and Charter Communications. New sanitary sewer, water, and irrigation mains, as well as dry utilities will need to be extended into the project in order to service the lots.

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: 

Name of signer: _____

Position and Agency/Organization: _____

Date Submitted: _____

Community & Economic Development Department

This application was reviewed by the Planning Division of the Community & Economic Development Department. Any comments or changes made by the Department are entered in the body of the checklist and contain initials of the reviewer.

 10.6.17
Reviewer Signature Date

D. supplemental sheet for nonproject actions



File No. EA2017-15

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: A preliminary plat to subdivide 3.47 acres into 11 lots to allow for the future construction of single-family homes.

Proponent: Mark Bauder

Location of Proposal: Benton County Tax Parcel #: 1-34982000005002; located east of Bermuda Road and immediately northwest of the Badger Mtn. Irrigation District pond on Little Badger Mtn.

Lead Agency: City of Richland

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- () There is no comment for the DNS.
- (X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days. Comments must be submitted by **October 24, 2017**
- () This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

Responsible Official: Shane O'Neill

Position/Title: Senior Planner

Address: 840 Northgate Drive, Richland, WA 99352

Date: Issued October 9, 2017

Signature _____



Department of Energy

Bonneville Power Administration
2211 North Commercial Avenue
Pasco, Washington 99301

Exhibit 7

TRANSMISSION BUSINESS LINE

October 18, 2017

In reply refer to: Preliminary Plat S2017-103 - Westcliffe Heights II
Located within a Portion of the E½ of Section 34 and the W½ of Section 35,
Township 9 North, Range 28 East, W.M., Benton County, Washington

Shane O'Neill
City of Richland
Community Planning/Planner
505 Swift Boulevard
Richland, WA 99352

Dear Shane:

The Bonneville Power Administration (BPA) has had the opportunity to review, Preliminary Plat S2017-103 - Westcliffe Heights II. The proposal is for an 11-lot preliminary plat survey, the site is generally located on Little Badger Mtn. in Richland, WA.

In researching our records, we have found that this proposal will not directly impact BPA facilities in that area. BPA does not have any objections to the approval of this request at this time.

Thank you for the opportunity to review this application.

Sincerely,

A handwritten signature in blue ink, reading "Joseph E. Cottrell II", is located above the printed name.

Joseph E. Cottrell II
Field Realty Specialist



2015 South Ely Street
Kennewick, WA 99337
Phone 509-586-9111
FAX 509-586-7663
www.kid.org

October 23, 2017

Shane O'Neill
City of Richland
Senior Planner
505 Swift Blvd.
Richland, WA 99352

Subject: Review Comments - Preliminary Plat – Westcliffe Heights II

Dear Mr. O'Neill:

This letter provides Kennewick Irrigation District (KID) preliminary review comments for Preliminary Plat – Westcliffe Heights II.

- 1) This Preliminary Plat is located outside of the Kennewick Irrigation District's (KID) boundary; therefore, it is not assessed by the KID.
- 2) The Preliminary Plat is located above the Badger East Lateral Canal. All storm water should be retained onsite.

Please provide notice to KID of any public meeting or hearing when this Project will be an agenda item. If you have any questions regarding these comments, please contact me at the address/phone number listed below.

Sincerely,

Ben Woodard, P.E.
Assistant Engineering Manager

CC: LB\Correspondence\File: [35-9-28]



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

October 19, 2017

Shane O'Neill
City of Richland
PO Box 190
Richland, WA 99352

Re: EA2017-15

Dear Mr. O'Neill:

Thank you for the opportunity to comment on the determination of nonsignificance for the Westcliffe Heights II subdivision of 3.47 acres into 11 lots, proposed by Mark Bauder. We have reviewed the documents and have the following comments.

TOXICS CLEAN-UP

Based upon the historical agricultural use of this land, there is a possibility the soil contains residual concentrations of pesticides. Ecology recommends that the soils be sampled and analyzed for lead and arsenic, and for organochlorine pesticides. If these contaminants are found at concentrations above the Model Toxics Control Act cleanup levels Ecology recommends that potential buyers be notified of their occurrence.

If you have any questions or would like to respond to these Toxics Clean-up comments, please contact **Valerie Bound** at (509) 454-7886 or email at valerie.bound@ecy.wa.gov.

WATER QUALITY

Project with Potential to Discharge Off-Site

The NPDES Construction Stormwater General Permit from the Washington State Department of Ecology is required if there is a potential for stormwater discharge from a construction site with disturbed ground. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit is a minimum of a 38 day process and may take up to 60 days if the original SEPA does not disclose all proposed activities.

The permit requires that Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) is prepared and implemented for all permitted construction sites. These control measures must be



Mr. O'Neill
October 19, 2017
Page 2

able to prevent soil from being carried into surface water (this includes storm drains) by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading or construction.

More information on the stormwater program may be found on Ecology's stormwater website at: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/>. Please submit an application or contact **Lloyd Stevens Jr.** at the Dept. of Ecology, (509) 574-3991, with questions about this permit.

Sincerely,



Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509) 575-2012
crosepacoordinator@ecy.wa.gov

(S2017-103 – Westcliffe Heights II)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
NOVEMBER 13, 2017**

APPLICANT: MARK BAUDER

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 3.47 ACRES INTO 11
RESIDENTIAL LOTS, (WESTCLIFFE HEIGHTS II)

LOCATION: EAST OF BERMUDA ROAD AND WEST OF MEADOW HILLS DRIVE

ENGINEER: PBS ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

1. The following notes shall be placed on the final plat:
 - a. The lots within this plat are subject to payment of the City of Richland's park mitigation fee regulations. Fees must be paid in accordance with Richland Municipal Code Chapter 22.12.
 - b. The lots within this plat are subject to payment of the City of Richland's road impact mitigation fee regulations. Fees must be paid in accordance with Richland Municipal Code Chapter 12.03.
2. Prior to final plat application the Fire Marshall shall identify all lots subject to the City's wild land fire protection requirements. Said lots shall be identified on the final plat and noted with the following language: *All structures built on lots (identify lot #'s) must be developed with non-combustible siding, soffit and skirting on the side adjacent to the wild-land area. Decks or porches 36 inches or less in height shall have skirting if within 30 feet of adjacent wild-land areas when the wild-land area is in excess of five contiguous acres. Skirting shall be sufficiently constructed so as not to allow the accumulation of combustible material under the deck or porch. The area under the deck or porch shall not be used for storage.*
3. Prior to plat recording: the developer shall provide the City of Richland Development Services with CBU placement and installation approval from USPS Growth Management. Current USPS contact - joseph.e.spry@usps.gov, 509-967-0500.
4. Add the following plat note: 'Addresses shown in brackets are subject to change by the City of Richland. Zip code: 99352'.
5. Prior to plat recording: A grading permit shall be issued with final inspection approval by the City and final field observation report by the geo-technical engineer submitted to this office. Any specific geo-technical requirements regarding foundation footings and site slopes shall be noted on the plat along with reference to geotechnical engineer and report date.

6. Submit three options for street name labeled as 'Primary Drive'.
7. Prior to plat recording a grading permit shall be issued with final inspection approval by the City and final field observation report by the geo-technical engineer submitted to this office. Any specific geo-technical requirements regarding foundation footings and site slopes shall be noted on the plat along with reference to geotechnical engineer and report date.
8. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
9. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
10. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
11. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction, per RMC Chapter 12.08. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineers estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
12. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a Mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
13. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
14. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.

15. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
16. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
17. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
18. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
19. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

20. Public improvement design shall follow the following general format:
 - A. All materials and workmanship shall be in conformance with the latest revision of the City of Richland Standard Specifications and Details and the current edition of the State of Washington Standard Specifications for Road, Bridge, and Municipal Construction. Please confirm that you have the latest set of standard specs and details by visiting the City's web page.
 - B. Sanitary sewer shall be aligned on the north and west side of street centerlines.
 - C. Storm sewer shall be aligned on the south and east side of street centerlines.
 - D. Any sewer or storm manholes that are installed outside of public Right of Way shall have an acceptable 12-foot wide gravel access road (minimum) provided from a public street for maintenance vehicles.
 - E. 10-foot horizontal spacing shall be maintained between domestic water and sanitary sewer mainlines and service lines.
 - F. Water lines shall be aligned on the south and east side of street centerlines.
 - G. Watermains larger than 8-inches in diameter shall be ductile iron.
 - H. Watermains installed outside of the City Right of Way or in very rocky native material, shall be ductile iron and may need restrained joints.
 - I. All watermains outside areas zoned R1 shall be ductile iron.
 - J. Fire hydrant location shall be reviewed and approved by the City Fire Marshal.
 - K. Sewer mains over 15-feet deep shall be constructed out of SDR26 PVC or C900 PVC. The entire main from manhole to manhole shall be the same material. Private sewer service lines over 15-feet deep shall also be constructed of the same material, then transition to regular sewer piping above 15-feet.
 - L. All utilities shall be extended to the adjacent property (properties) at the time of construction.
 - M. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
 - N. The minimum centerline radius for local streets shall be 100-feet.
 - O. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.

- P. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
 - Q. A detailed grading plan shall be included in the submitted plan set.
 - R. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
 - S. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
 - T. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
 - U. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
 - V. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
 - W. The final engineered construction plans shall identify locations for irrigation system, street lighting, gas service, power lines, telephone lines, cable television lines, street trees and mail boxes. All electrical appurtenances such as transformers, vaults, conduit routes, and street lights (including their circuit) need to be shown in the plan view.
 - X. Construction plans shall provide or reference all standard drawings or special details that will be necessary to construct all public improvements which will be owned, operated, maintained by the City or used by the general public (Commercial Driveway, Curb, Gutter, Sidewalk, Water, Sewer, Storm, Street and Street lighting etc.).
 - Y. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.
21. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.
22. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.
- Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.
23. SURVEY MONUMENT DESTRUCTION:
All permanent survey monuments existing on the project site shall be protected. If any monuments are destroyed by the proposed construction, the applicant shall retain a professional land surveyor to replace the monuments and file a copy of the record survey with the City.

- A. No survey monument shall be removed or destroyed (*the physical disturbance or covering of a monument such that the survey point is no longer visible or readily accessible*) before a permit is obtained from the Department of Natural Resources (DNR). WAC 332-120-030(2) states "It shall be the responsibility of the governmental agency or others performing construction work or other activity (including road or street resurfacing projects) to adequately search the records and the physical area of the proposed construction work or other activity for the purpose of locating and referencing any known or existing survey monuments." (RCW 58.09.130).
- B. Any person, corporation, association, department, or subdivision of the state, county or municipality responsible for an activity that may cause a survey monument to be removed or destroyed shall be responsible for ensuring that the original survey point is perpetuated. (WAC 332-120-030(2)).
- C. Survey monuments are those monuments marking local control points, geodetic control points, and land boundary survey corners. (WAC 332-120-030(3)).

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

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

Traffic & Streets:

- 24. Sidewalks shall be installed along all public Right of Way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
- 25. If it doesn't already exist, the off-site portion of Queensgate Drive shall be constructed to the City's standard rural road section at the same time that this project is constructed.
- 26. The "Westcliffe Heights II" preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA). If any portion of Queensgate Drive is constructed by this project, the developer of this proposed project shall receive "credits" for construction of it allowed under the City's South Richland Collector Street Financing Plan.
- 27. If Queensgate Drive adjacent to this plat is existing at the time of project construction, this project shall complete the frontage to City standards. The road section (curb, gutter and sidewalk) shall be built with the face of curb at 18-feet off of centerline. The frontage shall be completed by the developer at the time that each phase that fronts on Queensgate is constructed. A ten-foot public utility easement along its frontage shall also be provided on the face of the final plat.
- 28. A note will be shown on the face of the final plat stating that Queensgate Drive is classified as an "Arterial Collector street". Subsequently, no driveways accessing single family lots will be allowed onto Queensgate.
- 29. "Primary Drive" may be classified as a neighborhood collector. Driveways will be allowed onto it, however homeowners on this street may experience elevated traffic levels.
- 30. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on both the construction plans and the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This

information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.

Domestic Water:

31. The proposed preliminary plat is located within the Tapteal 4 water pressure zone. It shall be the responsibility of the developer to install the appropriate infrastructure to serve domestic water at the correct pressure(s) to the entire plat. This may require off-site water main extensions.
32. Domestic water shall be extended to the adjoining properties adjacent to the plat.
33. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
34. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

35. There are multiple off-site locations available to extend sanitary sewer to this project. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.
36. A 10-foot wide exclusive sanitary sewer easement shall be provided for any sewer main that is outside of the public Right-of-Way. Wider easements are required for mains that are buried deeper than 10-feet. If any manholes are located outside of the public Right-of-Way, maintenance truck access to said structure may be required.
37. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

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

for the design showing the hydraulic grade line for the system. Passing the storm downhill to an existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

41. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
42. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
43. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
44. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
45. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
46. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
47. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
48. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
49. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

50. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
51. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of final acceptance. Off-site ("third party") easements for City infrastructure are the responsibility of the developer to obtain. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
52. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
53. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.
54. NEW COMMENT: The vision-clearance triangle needs to be shown on all corner lots on the final plat document, in accordance with RMC Chapter 12.11.020. If the intersection is in a curve, it will have to be evaluated per AASHTO guidelines. This information may need to be designed by the engineer of record and supplied to the surveyor of record for inclusion into the final plat document.
55. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
56. A one-foot "No access / screening easement" will be required along the Queensgate Drive Right of Way.
57. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
58. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.



Engineering +
Environmental

Exhibit 9

Geotechnical Engineering Report

Westcliffe Heights
Richland, Washington

Prepared for:
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Pahlisch Homes
1020 N. Center Parkway Suite A
Kennewick, Washington 99336

March 24, 2017
Project No. HDJ4234.000

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March 24, 2017

**Geotechnical Engineering Report
Westcliffe Heights
Richland, Washington**

Prepared for:
Chad Bettsworth
Pahlisch Homes
1020 N. Center Parkway Suite A
Kennewick, Washington 99336

Prepared by:



03/24/2017

Adam Swenson, PE
Geotechnical Engineer

Reviewed by:

A handwritten signature in black ink, appearing to read "Ryan White".

Ryan White, PE, GE (OR)
Geotechnical Discipline Lead

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Appendix A – Field Explorations

Table A-1	Terminology Used to Describe Soil and Rock
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Appendix B – Laboratory Testing

1.0 INTRODUCTION

1.1 General

PBS Engineering and Environmental Inc. (PBS) is pleased to present this geotechnical engineering report for the Westcliffe Heights project in Richland, Washington. This report presents the results of our geotechnical explorations, testing, and analyses for the proposed development. The general location of the site is shown on the Vicinity Map, Figure 1. The approximate locations of our explorations in relation to existing site features are shown on the Site Plan, Figure 2.

Previous reporting for the site has been submitted by Foundation Engineering, Inc. (FEI, August 2016). The report provided recommendations regarding the excavatability of the site soils and maximum temporary/permanent slope inclinations. Recommendations provided in the FEI report for these components of the project supersede recommendations made in this report.

1.2 Purpose and Scope

The purpose of PBS' services was to develop geotechnical design and construction recommendations in support of the planned site development. This was accomplished by performing the following scope of services.

1.2.1 Geologic Map Review

Geologic maps of the site area were reviewed for information regarding geologic conditions and hazards at or near the site.

1.2.2 Subsurface Exploration

PBS completed eight test pits at the site (designated as TP-1 through TP-8). The test pits were advanced to depths up to 19 feet below the existing ground surface (bgs). The explorations were logged and representative soil samples were collected by a member of the PBS geotechnical engineering staff.

1.2.3 Field Infiltration Testing

PBS completed four infiltration tests within in three test pits, TP-1, TP-3, and TP-6, near areas where the proposed new stormwater systems will be located. Open-hole, falling head, infiltration testing was completed at depths between 8 and 17 feet bgs.

1.2.4 Soils Testing

The samples were returned to our laboratory and classified in general accordance with the Unified Soil Classification, Visual-Manual Procedure. Laboratory tests included grain-size analysis and moisture content.

1.2.5 Geotechnical Engineering Analysis

Data collected during the subsurface exploration, literature research, and laboratory testing was used to develop specific geotechnical design and construction recommendations for the proposed site development.

1.2.6 Report Preparation

This Geotechnical Engineering Report summarizes the results of our explorations and analyses, including information relating to the following:

- Exploration logs and site plan showing approximate exploration locations

- Laboratory test results
- Infiltration test results
- Discussion of subsurface conditions
- Discussion of critical areas indicated at the site as defined by the City of Richland, including steep slopes and erosion
- Earthwork, grading, and fill recommendations:
 - fill slope inclinations
 - structural fill materials and preparation
 - wet/cold weather considerations
 - utility trench excavation and backfill requirements
- Seismic design criteria in accordance with the 2015 International Building Code (IBC) with Washington amendments

1.3 Project Understanding

Current plans include developing the approximately 63-acre site for residential development in Richland, Washington. The site has been unused in recent years, but portions near the bottom of the slope may have been previously used for agricultural purposes.

1.4 Field Exploration

Eight test pits (TP-1 through TP-8) were excavated to depths up to 19 feet bgs by Mahaffey Enterprises, Inc., of Kennewick, Washington, using a Komatsu track-mounted excavator equipped with a 42-inch toothed bucket. The approximate test pit locations are shown on the Site Plan, Figure 2. Interpreted test pit logs and field exploration methods are presented in Appendix A – Field Explorations.

1.5 Laboratory Testing

Soil samples obtained during our explorations were returned to the laboratory to aid in soil classification and to evaluate their general physical properties and engineering characteristics. Laboratory testing included grain-size analysis and moisture contents. Laboratory test results are included on the exploration logs in Appendix A.

2.0 SITE CONDITIONS

2.1 Surface Description

The approximately 140-acre site is long, oriented in the southeast-northwest direction, and is of a non-descript shape. The site is bordered to the north by the north slope of Little Badger Mountain, to the west and south by agricultural land, and to the east by an undeveloped south-facing hillside. The site is generally undeveloped, covered by grasses, weeds, and some native vegetation.

The site generally slopes downward to the south and southwest. The ground surface elevations range from approximately 900 feet above mean sea level (amsl) near the western extent of the site to about 1100 feet amsl near the eastern extent of the site (PBS survey, 2016).

Multiple areas within the proposed development are designated as critical areas due to high erosion potential and/or steep slopes. Steep slopes are defined as slopes exceeding 40 percent (2.5H:1V [horizontal to vertical]). Steep slopes, as defined by the City of Richland,

are present over roughly 15 percent of the site. The inclinations of site slopes are as steep as 75 percent (1.33H:1V), but are generally 20 percent (5H:1V) or flatter.

Preliminary site grading plans generally show fill will be placed in low areas of the site to raise or flatten site grades and facilitate stormwater drainage. Current plans include construction of new roadways, stormwater drainage and infiltration facilities, and installation of utilities.

2.2 Geologic Setting

2.2.1 Regional Geology

The site lies within the Pasco Basin, a structural and topographical low area that lies in the Columbia River Plateau physiographic province in southeast Washington and Northeast Oregon. This province consists of a series of flood basalt flows of the Columbia River Basalt Group (CRBG) of the Miocene Epoch and early Pliocene Epoch (between 17 and 6 million years ago) in age, forming an extensive volcanic plateau. The thick basalt of the CRBG forms the bedrock of the region. Crossing the Columbia Basin is a northwest-trending tectonic feature called the Olympic Wallowa Lineament (OWL). Right-lateral displacement on this transform structure influenced the formation of the Pasco Basin.

The Pasco Basin lies within a tectonic subdivision of the Columbia River physiographic province known as the Yakima Fold Belt (Riedel, et al., 1991). Deformation of the basalt flows has since occurred, generally attributed to regional north-south compression and associated folding, strike-slip faulting, and thrusting. This deformation of the basalt has generally led to a series of east-west trending anticlinal ridges and synclinal valleys that trend from North 50° west to North 50° east. The anticlines often have steeply dipping north flanks and more gently dipping southerly flanks.

2.2.2 Local Geology

Geologic maps show that surficial geology in the vicinity of the site consists of members of the CRBG (Mvsem [Elephant Mountain] and Mvsp [Pomona]), Quaternary flood deposits (Qfs), and wind-deposited loess (Ql). The flood deposits originated during the Pleistocene Period. These deposits formed when the Wallula Gap, located south of the site, temporarily dammed floodwaters catastrophically released from glacial Lake Missoula upon failure of an ice dam. This constriction resulted in the formation of Lake Lewis, which extended eastward from the Gap and into the Pasco Basin area, which was in existence only a few weeks at time. Repeated flooding produced by repeated ice dam failures resulted in layered sediment (Rockwell, 1979).

The southwestern base of Badger Mountain geology is mapped as loess (Ql). The wind-deposited soil consists primarily of silt and fine sand. The loess is shown as Holocene to Pleistocene Epoch in age.

2.3 Subsurface Conditions

2.3.1 Soil and Bedrock

PBS has summarized the subsurface units as follows:

<i>SILT:</i>	Homogeneous, non-plastic sandy silt was encountered at the ground surface to between 1 foot and 14.5 feet bgs. Consistency of the observed silt appeared to vary from medium stiff to stiff.
--------------	--

Carbonate cementation of the silt soils was observed in TP-2 and TP-3.

Stiff silt was also encountered at a depth of 6 feet bgs, beneath the gravel in test pit TP-1, and extended to the 12-foot depth explored. The silt contained 29 to 30 percent sand.

GRAVEL

Gravel was encountered in TP-1, TP-3, and TP-6 at varying depths. The gravel was encountered as shallow as at the ground surface up to a depth of 6 feet bgs. The coarse subrounded to subangular gravel was often stained with carbonate deposits. The gravel was encountered in a matrix of silt and sand. Based on the excavator's difficulty in excavation, relative density of the gravel was generally dense to very dense.

BASALT

Very weak to medium weak (R1 to R3) basalt bedrock was encountered in six test pits, TP-2 and TP-4 through TP-8. Basalt was encountered between the depths of 1 and 14.5 feet bgs up to the maximum depth explored. Large, cobble-sized, carbonate stained pieces of basalt were encountered, as the basalt was often encountered in a highly-fractured state. Less often, the basalt was found in a severely-weathered state (TP-5) at a depth of 2 feet bgs. The rock was discolored and easily broken. Underlying the severely-weathered basalt the excavation encountered very severely weathered basalt resembling clay at a depth of 16 feet bgs.

2.3.2 Groundwater

Groundwater was not encountered to the depths explored during excavation of the test pits. Existing information regarding the groundwater depths in the general project area were obtained from local well logs available on the Washington Department of Ecology well log database website. Groundwater is likely found at a depth below 100 feet bgs.

Perched groundwater may be encountered at the project site due to variations in fill, alluvial deposits, and bedrock contact depths and will fluctuate due to variations in rainfall, irrigation, and the season.

2.3.3 Infiltration Testing

PBS completed four infiltration tests in three separate test pits. One test was conducted in TP-1, two in TP-3, and one in TP-6. Tests were conducted at depths of approximately 12 feet (TP-1), 8 and 17 feet (TP-3), and 10 feet bgs (TP-6). The tests were completed in general accordance with the procedures of open-pit falling head testing summarized in the Stormwater Management Manual for Eastern Washington. The test pits were excavated to the test depth and filled with water to approximately 4.8 feet (TP-1), 4.0 feet and 3.5 feet (TP-3), and 3.2 feet deep (TP-6), saturating the surrounding soils. The water was then allowed to drain and the water depth was recorded at regular, timed intervals using a pressure transducer, data logger, and by manual measurement.

The following Table 1 presents test depth, the measured infiltration rates, and soil classification.

Table 1. Infiltration and Laboratory Test Results

Test Pit	Depth of Infiltration Test (feet bgs)	Infiltration Rate¹ (inches/hour)	Soil Classification
TP-1	12	4.8	Sandy Silt (ML)
TP-3	8	7.0	Sandy Silt (ML)
TP-3	17	4.0	Cemented Silt with Sand (ML)
TP-6	10	1.6	Weathered Fractured Basalt

1. Field-measured infiltration rate.

Design infiltration rates are determined to account for the planned level of pre-treatment, maintenance, vegetation, siltation, etc. Field-measured infiltration rates are typically reduced by a factor of two to four for use in design. Based on the results of field testing and our analyses, we recommend using a factor of 2.5.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 Geotechnical Design Considerations

The subsurface conditions at the site consist of loose to medium dense sandy silt. The on-site soils can be reused as structural fill if properly moisture conditioned. Excavation with conventional equipment is feasible throughout the site, though additional work may be required for excavation of cemented soils and fractured bedrock.

Special consideration should be made for clay soils, such as those encountered at depth in TP-5. The FEI report provides recommendations for what to do with the clay soils.

3.2 Critical Areas Review

The site consists of varying topography with a fairly consistent slope trending down to the south and southwest. The City of Richland Code defines steep slopes as slopes inclined at greater than 40 percent (approximately 2.5H:1V slope). Recommendations regarding some of the steep slopes are provided in the FEI report.

Steep slopes can be associated with geologic hazards, such as possible slope instability and soil erosion. Instability of slopes is more likely to occur when soils are wet, while soil erosion is more likely when large amounts of water flow over the ground surface.

Due to the extent of site grading and the proximity of existing structures, it may be necessary to slope and/or temporarily shore excavations during construction. Outside the development area, site slopes show no obvious signs of recent instability such as exposed soil, scarps, seeps, etc.

3.3 Critical Areas Recommendations

Based on our observations, slopes at the site show no signs of recent instability. Erosion of site soils where slopes are steeper can be controlled with site grading, use of erosion control matting, and/or rock blankets. Site grading and drainage design shall control all surface

drainage, including any potential on-site stormwater flow. Mitigation of this geohazard by site grading design will essentially reduce the geohazard to a level that is less than the conditions observed at the time of exploration.

We recommend that mass grading activities associated with the critical areas be executed in accordance with the civil engineering design plans. Mitigation of the erosion hazard at this site will be addressed by the civil engineering plans for the site, which will include site grading and stormwater management plans.

3.4 Site Stormwater Management

The stormwater management for the site shall comply with the Eastern Washington Stormwater Management Manual (Ecology, 2004). Stormwater disposal/infiltration devices require registration with the Washington State Department of Ecology as Underground Injection and Control (UIC) facilities. Stormwater disposal systems shall be designed per area requirements.

The perimeter ground surface and hard-scaping should be sloped to drain away from all structures. Gutters should be tight-lined to a suitable discharge and maintained as free flowing. Cut or fill slopes shall be prepared and maintained to control erosion in accordance with area requirements.

3.5 Seismic Design Criteria

The seismic design parameters, in accordance with the 2015 IBC, are summarized in Table 2.

Table 2. IBC Seismic Design Parameters

Parameter	Short Period	1 Second
Maximum Credible Earthquake Spectral Acceleration	$S_s = 0.43 \text{ g}$	$S_1 = 0.16 \text{ g}$
Site Class	D	
Site Coefficient	$F_a = 1.46$	$F_v = 2.15$
Adjusted Spectral Acceleration	$S_{MS} = 0.62 \text{ g}$	$S_{M1} = 0.35 \text{ g}$
Design Spectral Response Acceleration Parameters	$S_{DS} = 0.41 \text{ g}$	$S_{D1} = 0.23 \text{ g}$
Design Spectral Peak Ground Acceleration	0.17 g	

g – acceleration due to gravity

4.0 CONSTRUCTION RECOMMENDATIONS

4.1 Site Preparation

Construction of the proposed development will require removal of loose silt for mass grading activities or in-place compaction during the dry season. In general, this material can be reused as structural fill by placing and compacting it in lifts as structural fill during dry conditions. Once any loose soils are removed, the exposed subgrade should be moisture conditioned and compacted using a large, smooth-drum, vibratory roller making a minimum of four to six overlapping passes until the subgrade is relatively dense and well-keyed. The near-surface soils should then be replaced in lifts of up to 12 inches (uncompacted thickness) and compacted as structural fill. Due to the variability of the near-surface soils

present at the site, the subgrade should be evaluated by PBS personnel by observing proofrolls (described in the following section of this report) of the structural fill as it is prepared. Specific recommendations for preparation of structural fill are included in the following sections of this report.

Based on the results of our geotechnical exploration and analyses, we believe the near-surface silt soils may be reused as structural fill. However, this will require the removal of any organic material. The use of native soil also depends on the contractor's ability to moisture condition the soil to within a few percent of the optimum moisture content, as well as apply the required energy using adequately sized compaction equipment during site grading.

4.1.1 Proofrolling/Subgrade Verification

Following site preparation and prior to placing aggregate base for the foundations, building pad, or pavement section, the exposed subgrade should be evaluated either by proofrolling or another method of subgrade verification. The subgrade should be proofrolled with a fully loaded dump truck or similar heavy, rubber-tire construction equipment to identify unsuitable areas. If evaluation of the subgrades occur during wet conditions, or if proofrolling the subgrades will result in disturbance, they should be evaluated by qualified PBS personnel using a steel foundation probe. We recommend that PBS be retained to observe the proofrolling and perform the subgrade verifications. Unsuitable areas identified during the field evaluation should be recompacted or excavated to firm ground and replaced with structural fill.

4.1.2 Wet/Freezing Weather and Wet Soil Conditions

Surficial soils at the site consist primarily of silt with sand, which may be recompacted during wet conditions. Areas containing variable amounts of silt could possibly be encountered during construction. During wet conditions, these areas may require over-excavation and replacement. Site earthwork and subgrade preparation should not be completed during freezing conditions.

Protection of the subgrade is the responsibility of the contractor. Soils that have been disturbed during site preparation activities, or soft or loose zones identified during proofrolling or probing, should be removed and replaced with compacted structural fill.

4.2 Excavation

All excavations should be made in accordance with applicable OSHA and state regulations. The contractor is responsible for adherence to the Occupational Safety and Health Administration (OSHA) requirements. Near-surface soils encountered at the site consist of loose to medium dense sandy silt; some sloughing and caving should be anticipated.

Trench cuts may stand relatively vertical to a depth of approximately 4 feet bgs, provided no groundwater seepage is present in the trench walls. Open excavation techniques may be used provided the excavation is configured in accordance with the OSHA requirements, groundwater seepage is not present, and with the understanding that some sloughing may occur. The trench walls should be flattened if sloughing occurs or seepage is present. If shallow groundwater is observed during construction, use of a trench shield or other approved temporary shoring is recommended for cuts that extend below groundwater seepage, or if vertical walls are desired for cuts deeper than 4 feet bgs.

4.3 Structural Fill

Structural fills should be placed over subgrade that has been prepared in accordance with the Site Preparation and Wet/Freezing Weather and Wet Soil Conditions sections of this report. A wide range of material may be used as structural fill; however, all material used should be free of organic matter or other unsuitable materials and should meet the specifications provided in the 2016 Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT, SS 2016), depending on the application. A brief characterization of some of the acceptable materials and our recommendations for their use as structural fill is provided as follows.

4.3.1 Near-Surface Soils

Based on our geotechnical exploration, loose to medium dense silt with sand and the weathered fractured basalt encountered at the site may be suitable for mass grading applications during the dry season provided any encountered debris is removed. If the onsite soils are used as fill for mass grading, the silt and the fractured basalt materials should be worked together to create a stable fill material. Additionally, the fill should be free of any organic or deleterious material with grain-size typically less than 6 inches in diameter. Cobbles measuring more than 6 inches in diameter shall make up no more than five percent of the fill by weight. The material should be compacted to at least 92 percent of the maximum dry density, as determined by ASTM D 1557 (modified Proctor), with a maximum uncompacted lift thickness of 12 inches. Due to the rocky nature of the native fill material, visual inspection of the material and methods of processing and compaction by a member of the PBS geotechnical engineering staff is recommended.

4.3.2 Imported Granular Materials

Imported granular material used during periods of wet weather or for haul roads, building pad subgrades, staging areas, etc., should be pit or quarry run rock, crushed rock, or crushed gravel and sand, and should meet the specifications provided in WSDOT SS 9-03.14(2) – Select Borrow. In addition, the imported granular material should be well graded between coarse and fine and of the fraction passing the US Standard No. 4 Sieve, less than 5 percent by dry weight should pass the US Standard No. 200 Sieve.

Imported granular material should be placed in lifts with a maximum uncompacted thickness of 9 inches, and be compacted to not less than 95 percent of the maximum dry density, as determined by ASTM D 1557.

During wet conditions, where imported granular material is placed over potentially soft-soil subgrades, we recommend a geotextile be placed between the subgrade and imported granular material. Depending on site conditions, the geotextile should meet WSDOT SS 9-33.2 – Geosynthetic Properties for soil separation or stabilization. The geotextile should be installed in conformance with WSDOT SS 2-12.3 – Construction Geosynthetic (Construction Requirements) and, as applicable, WSDOT SS 2-12.3(2) – Separation or WSDOT SS 2-12.3(3) – Stabilization. As an alternative to the use of the geotextile, the use of cobbles measuring 3 to 6 inches may be used for soil stabilization or as deemed suitable by the geotechnical engineer of record.

4.3.3 Base Aggregate

Base aggregate for floor slabs should be clean, crushed rock or crushed gravel. The base aggregate should contain no deleterious materials, meet specifications provided in WSDOT SS 9-03.12(1)A – Gravel Backfill for Foundations (Class A), and have less than

5 percent (by dry weight) passing the US Standard No. 200 Sieve. The imported granular material should be placed in one lift and compacted to at least 95 percent of the maximum dry density, as determined by ASTM D 1557.

4.3.4 Foundation Base Aggregates

Imported granular material placed at the base of excavations for spread footings, slabs-on-grade, and other below-grade structures should be clean, crushed rock or crushed gravel, and sand that is well graded between coarse and fine. The granular materials should contain no deleterious materials, have a maximum particle size of 1½-inch, and meet WSDOT SS 9-03.12(1)A – Gravel Backfill for Foundations (Class A). The imported granular material should be placed in one lift and compacted to not less than 95 percent of the maximum dry density, as determined by ASTM D 1557.

4.3.5 Trench Backfill

Trench backfill placed beneath, adjacent to, and for at least 2 feet above utility lines (i.e., the pipe zone) should consist of well-graded granular material with a maximum particle size of 1 inch and less than 10 percent by dry weight passing the US Standard No. 200 Sieve. The pipe bedding should also meet the standards prescribed by City of Richland specifications, where WSDOT SS 9-03.12(3) – Gravel Backfill for Pipe Zone Bedding applies. The pipe zone backfill should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D 1557, or as required by the pipe manufacturer or local building department.

Within pavement areas or beneath building pads, the remainder of the trench backfill should consist of well-graded granular material with a maximum particle size of 3 inches, less than 10 percent by dry weight passing the US Standard No. 200 Sieve, and should meet standards prescribed by WSDOT SS 9-03.19 – Bank Run Gravel for Trench Backfill. This material should be compacted to at least 92 percent of the maximum dry density, as determined by ASTM D 1557, or as required by the pipe manufacturer or local building department. The upper 2 feet of the trench backfill should be compacted to at least 95 percent of the maximum dry density, as determined by ASTM D 1557.

Outside of structural improvement areas (e.g., roadway alignments or building pads), trench backfill placed above the pipe zone should consist of excavated material free of wood waste, debris, clods, or rocks greater than 6 inches in diameter and meet WSDOT SS 9-03.14 – Borrow and WSDOT SS 9-03.15 – Native Material for Trench Backfill. This general trench backfill should be compacted to at least 90 percent of the maximum dry density, as determined by ASTM D 1557, or as required by the pipe manufacturer or local building department.

5.0 ADDITIONAL SERVICES AND CONSTRUCTION OBSERVATIONS

In most cases, other services beyond completion of a geotechnical engineering report are necessary or desirable to complete the project. Occasionally, conditions or circumstances arise that require the performance of additional work that was not anticipated when the geotechnical report was written. PBS offers a range of environmental, geological, geotechnical, and construction services to suit the varying needs of our clients.

PBS should be retained to review the plans and specifications for this project before they are finalized. Such a review allows us to verify that our recommendations and concerns have been adequately addressed in the design.

Satisfactory earthwork performance depends on the quality of construction. Sufficient observation of the contractor's activities is a key part of determining that the work is completed in accordance with the construction drawings and specifications. We recommend that PBS be retained to observe general excavation, stripping, and fill placement and compaction. Subsurface conditions observed during construction should be compared with those encountered during the subsurface explorations. Recognition of changed conditions requires experience; therefore, qualified personnel should visit the site with sufficient frequency to detect whether subsurface conditions change significantly from those anticipated.

6.0 LIMITATIONS

This report has been prepared for the exclusive use of the addressee, and their architects and engineers, for aiding in the design and construction of the proposed development and is not to be relied upon by other parties. It is not to be photographed, photocopied, or similarly reproduced, in total or in part, without express written consent of the Client and PBS. It is the addressee's responsibility to provide this report to the appropriate design professionals, building officials, and contractors to ensure correct implementation of the recommendations.

The opinions, comments, and conclusions presented in this report are based upon information derived from our literature review, field explorations, laboratory testing, and engineering analyses. It is possible that soil, rock, or groundwater conditions could vary between or beyond the points explored. If soil, rock, or groundwater conditions are encountered during construction that differ from those described herein, the Client is responsible for ensuring that PBS is notified immediately so that we may reevaluate the recommendations of this report.

Unanticipated soil and rock conditions and seasonal soil moisture and groundwater variations are commonly encountered and cannot be fully determined by merely taking soil samples in test pits. Such variations may result in changes to our recommendations and may require additional funds for expenses to attain a properly constructed project. Therefore, we recommend a contingency fund to accommodate such potential extra costs.

The scope of services for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

If there is a substantial lapse of time between the submission of this report and the start of work at the site, if conditions have changed due to natural causes or construction operations at or adjacent to the site, or if the basic project scheme is significantly modified from that assumed, this report should be reviewed to determine the applicability of the conclusions and recommendations presented herein. Land use, site conditions (both on- and off-site), or other factors may change over time and could materially affect our findings. Therefore, this report should not be relied upon after three years from its issue, or in the event that the site conditions change.

7.0 REFERENCES

- International Building Code. (IBC). (2015). International Building Code. Country Club Hills, IL: International Code Council, Inc. Washington State Amendments to the International Building Code 2009 Edition, Effective July 1, 2010.
- Riedel, Stephen, et al. (1991). Field Trip Guide to the Geology of the Pasco Basin and Surrounding Area, South-Central Washington, Washington State University.
- Rockwell International. (1979). Compilation Geologic Map of the Pasco Basin, South Central Washington. RHO-BWI-ST-4, Rockwell Hanford Operations Energy Systems Group.
- Washington State Department of Ecology. (2004). Stormwater Management Manual for Eastern Washington, publication number 04-10-076.
- Washington State Department of Transportation (WSDOT SS). (2016). Standard Specifications for Road, Bridge, and Municipal Construction, M 41-10, Olympia, Washington.

FIGURES

E:\Projects\4234-00\Geotechnical\GeoDWG\HDJ4234.000 FIG1-2.dwg Mar 23, 2017 03:17pm brandonw



SOURCE © 2016 GOOGLE EARTH PRO.



WASHINGTON



SCALE: 1" = 2,500'

PREPARED FOR: PAHLISCH HOMES



PROJECT #
HDJ4234.000

DATE
MAR 2017

VICINITY MAP
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

FIGURE

1

\\pbsenv\lan\l\Projects\ HDJ Pasco Projects\Projects\4234-00\Geotechnical\GeoDWG\HDJ4234-000_FIG1-2.dwg Mar 17, 2017 04:12pm jimb



SOURCE: © 2016 GOOGLE EARTH PRO.

LEGEND

■ TP-1 TEST PIT NUMBER AND APPROXIMATE LOCATION



SCALE: 1" = 500'

PREPARED FOR: PAHLISCH HOMES



PROJECT #
HDJ4234.000

DATE
MAR 2017

SITE PLAN
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

FIGURE

2

APPENDIX A

Field Explorations

APPENDIX A – FIELD EXPLORATIONS

A1.0 GENERAL

PBS explored subsurface conditions at the project site by excavating eight test pits on August 10, 2016. The approximate locations of the explorations, designated TP-1 through TP-8, are shown on Figure 2. The procedures and techniques used to excavate the test pits, collect samples, and other field techniques are described in detail in the following paragraphs. Unless otherwise noted, all soil sampling and classification procedures were performed in general accordance with applicable ASTM standards. “General accordance” means that certain local and common drilling and descriptive practices may have been followed.

A2.0 TEST PITS

A2.1 Excavation and Sampling

The test pits were excavated using a track-mounted excavator, equipped with a 42-inch toothed-bucket, provided and operated by Mahaffey Industries Inc. of Kennewick, Washington, and were advanced to depths up to approximately 19 feet bgs. The test pits were observed by a member of the PBS geotechnical engineering staff who located the general areas for exploration and maintained a detailed log of the subsurface conditions and materials encountered during the course of the work. Representative disturbed samples were taken at selected depths in the test pits for classification and for physical testing in the PBS laboratory. The disturbed samples were sealed in plastic bags.

A2.2 Test Pit Logs

Test pit logs describe the subsurface conditions and types of materials encountered in the test pits and the depths where the materials or conditions changed, although the changes may be gradual. Each test pit log shows the depths of the samples obtained.

A3.0 MATERIAL DESCRIPTION

Initially, soil samples were classified visually in the field. Consistency, color, relative moisture, degree of plasticity, and other distinguishing characteristics of the soil samples were noted. Afterward, the samples were reexamined in the PBS laboratory, various standard classification tests were conducted, and the field classifications were modified where necessary. The terminology used in the soil classifications and other modifiers are defined in the attached Table A-1, Terminology Used to Describe Soil and Rock.

Soil Descriptions

Soils exist in mixtures with varying proportions of components. The predominant soil, i.e., greater than 50 percent based on total dry weight, is the primary soil type and is capitalized in our log descriptions (SAND, GRAVEL, SILT, or CLAY). Smaller percentages of other constituents in the soil mixture are indicated by use of modifier words in general accordance with the ASTM D2488-06 Visual-Manual Procedure. "General Accordance" means that certain local and common descriptive practices may have been followed. In accordance with ASTM D2488-06, group symbols (such as GP or CH) are applied on the portion of soil passing the 3-inch (75mm) sieve based on visual examination. The following describes the use of soil names and modifying terms used to describe fine- and coarse-grained soils.

Fine-Grained Soils (50% or greater fines passing 0.075 mm, No. 200 sieve)

The primary soil type, i.e., SILT or CLAY is designated through visual-manual procedures to evaluate soil toughness, dilatency, dry strength, and plasticity. The following outlines the terminology used to describe fine-grained soils, and varies from ASTM D2488 terminology in the use of some common terms.

Primary soil NAME, Symbols, and Adjectives			Plasticity Description	Plasticity Index (PI)
SILT (ML & MH)	CLAY (CL & CH)	ORGANIC SOIL (OL & OH)		
SILT		Organic SILT	Non-plastic	0 – 3
SILT		Organic SILT	Low plasticity	4 – 10
SILT/Elastic SILT	Lean CLAY	Organic SILT/ Organic CLAY	Medium Plasticity	10 – 20
Elastic SILT	Lean/Fat CLAY	Organic CLAY	High Plasticity	20 – 40
Elastic SILT	Fat CLAY	Organic CLAY	Very Plastic	>40

Modifying terms describing secondary constituents, estimated to 5 percent increments, are applied as follows:

Description	% Composition	
With Sand	% Sand $\geq$ % Gravel	15% to 25% plus No. 200
With Gravel	% Sand < % Gravel	
Sandy	% Sand $\geq$ % Gravel	$\leq$ 30% to 50% plus No. 200
Gravelly	% Sand < % Gravel	

Borderline Symbols, for example CH/MH, are used when soils are not distinctly in one category or when variable soil units contain more than one soil type. **Dual Symbols**, for example CL-ML, are used when two symbols are required in accordance with ASTM D2488.

Soil Consistency terms are applied to fine-grained, plastic soils (i.e., $PI \geq 7$). Descriptive terms are based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586-84, as follows. SILT soils with low to non-plastic behavior (i.e., $PI < 7$) may be classified using relative density.

Consistency Term	SPT N-value	Unconfined Compressive Strength	
		tsf	kPa
Very soft	Less than 2	Less than 0.25	Less than 24
Soft	2 – 4	0.25 – 0.5	24 – 48
Medium stiff	5 – 8	0.5 – 1.0	48 – 96
Stiff	9 – 15	1.0 – 2.0	96 – 192
Very stiff	16 – 30	2.0 – 4.0	192 – 383
Hard	Over 30	Over 4.0	Over 383

Soil Descriptions

Coarse - Grained Soils (less than 50% fines)

Coarse-grained soil descriptions, i.e., SAND or GRAVEL, are based on the portion of materials passing a 3-inch (75mm) sieve. Coarse-grained soil group symbols are applied in accordance with ASTM D2488-06 based on the degree of grading, or distribution of grain sizes of the soil. For example, well-graded sand containing a wide range of grain sizes is designated SW; poorly graded gravel, GP, contains high percentages of only certain grain sizes. Terms applied to grain sizes follow.

Material NAME	Particle Diameter	
	Inches	Millimeters
SAND (SW or SP)	0.003 – 0.19	0.075 – 4.8
GRAVEL (GW or GP)	0.19 – 3	4.8 – 75
Additional Constituents:		
Cobble	3 – 12	75 – 300
Boulder	12 – 120	300 – 3050

The primary soil type is capitalized, and the fines content in the soil are described as indicated by the following examples. Percentages are based on estimating amounts of fines, sand, and gravel to the nearest 5 percent. Other soil mixtures will have similar descriptive names.

Example: Coarse-Grained Soil Descriptions with Fines

>5% to < 15% fines (Dual Symbols)	≥15% to < 50% fines
Well graded GRAVEL with silt: GW-GM	Silty GRAVEL: GM
Poorly graded SAND with clay: SP-SC	Silty SAND: SM

Additional descriptive terminology applied to coarse-grained soils follow.

Example: Coarse-Grained Soil Descriptions with Other Coarse-Grained Constituents

Coarse-Grained Soil Containing Secondary Constituents	
With sand or with gravel	≥ 15% sand or gravel
With cobbles; with boulders	Any amount of cobbles or boulders.

Cobble and boulder deposits may include a description of the matrix soils, as defined above.

Relative Density terms are applied to granular, non-plastic soils based on direct measure or correlation to the Standard Penetration Test N-value as determined by ASTM D1586-84.

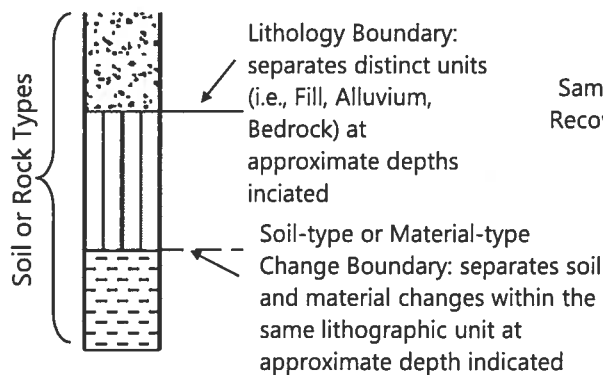
Relative Density Term	SPT N-value
Very loose	0 – 4
Loose	5 – 10
Medium dense	11 – 30
Dense	31 – 50
Very dense	> 50

SAMPLING DESCRIPTIONS

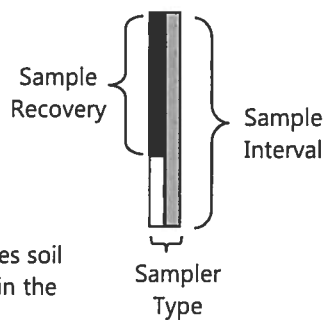
SPT Drive Sampler Standard Penetration Test ASTM D 1586	Shelby Tube Push Sampler ASTM D 1587	Specialized Drive Samplers (Details Noted on Logs)	Specialized Drill or Push Sampler (Details Noted on Logs)	Grab Sample	Rock Coring Interval	Screen (Water or Air Sampling)	Water Level During Drilling/Excavation	Water Level After Drilling/Excavation
								

LOG GRAPHICS

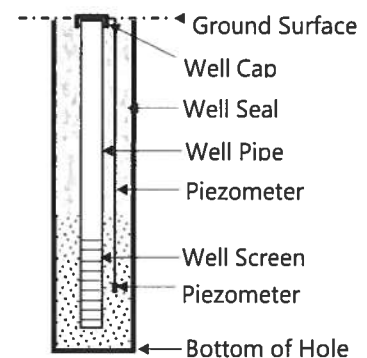
Soil and Rock



Sampling Symbols



Instrumentation Detail



Geotechnical Testing Acronym Explanations

PP	Pocket Penetrometer	HYD	Hydrometer Gradation
TOR	Torvane	SIEV	Sieve Gradation
DCP	Dynamic Cone Penetrometer	DS	Direct Shear
ATT	Atterberg Limits	DD	Dry Density
PL	Plasticity Limit	CBR	California Bearing Ratio
LL	Liquid Limit	RES	Resilient Modulus
PI	Plasticity Index	VS	Vane Shear
P200	Percent Passing US Standard No. 200 Sieve	bgs	Below ground surface
OC	Organic Content	MSL	Mean Sea Level
CON	Consolidation	HCL	Hydrochloric Acid
UC	Unconfined Compressive Strength		



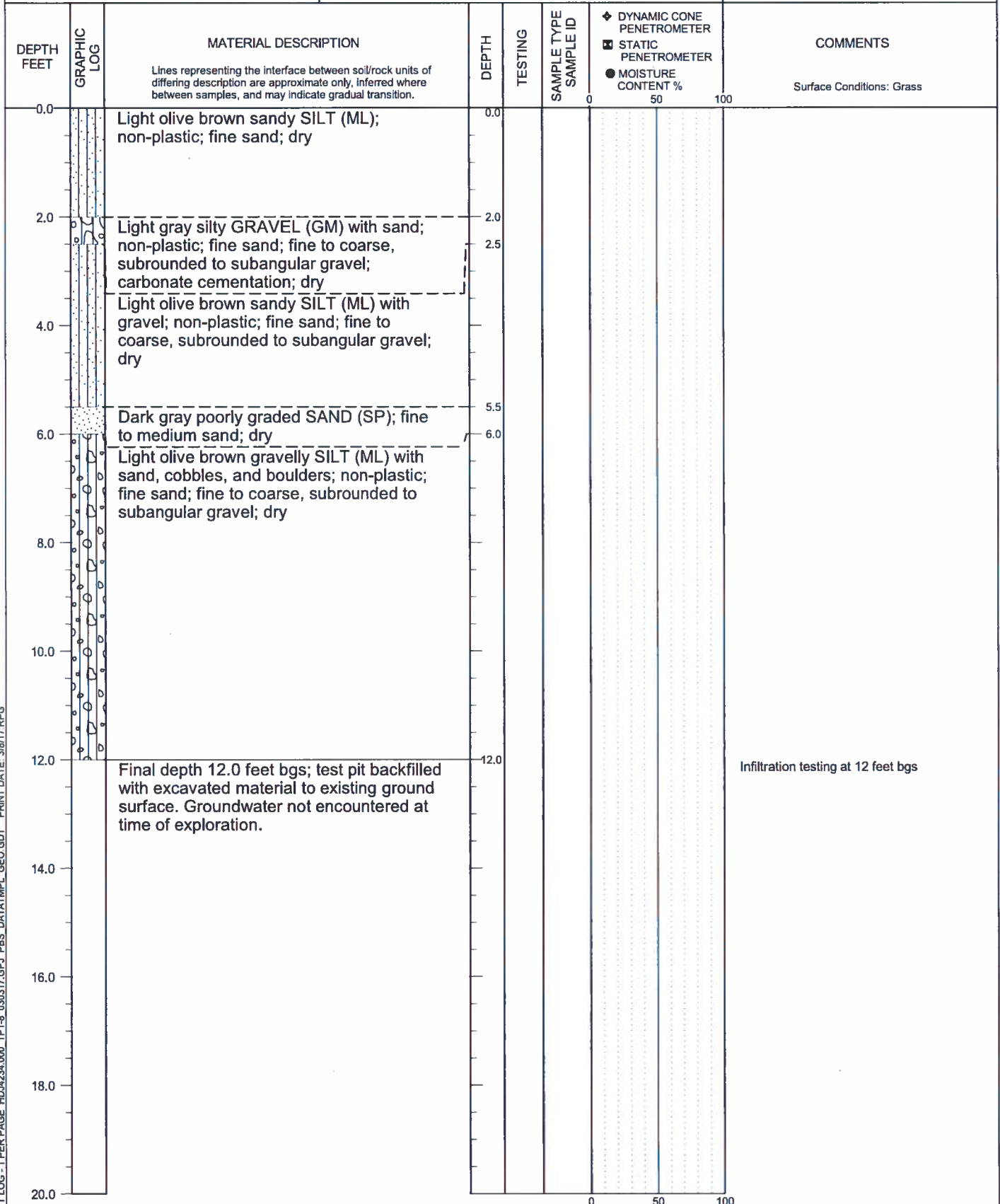
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-1

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-1 LOCATION:
(See Site Plan)

Lat: 46.22193 Long: -119.29499



TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP-1-8 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A1
Page 1 of 1



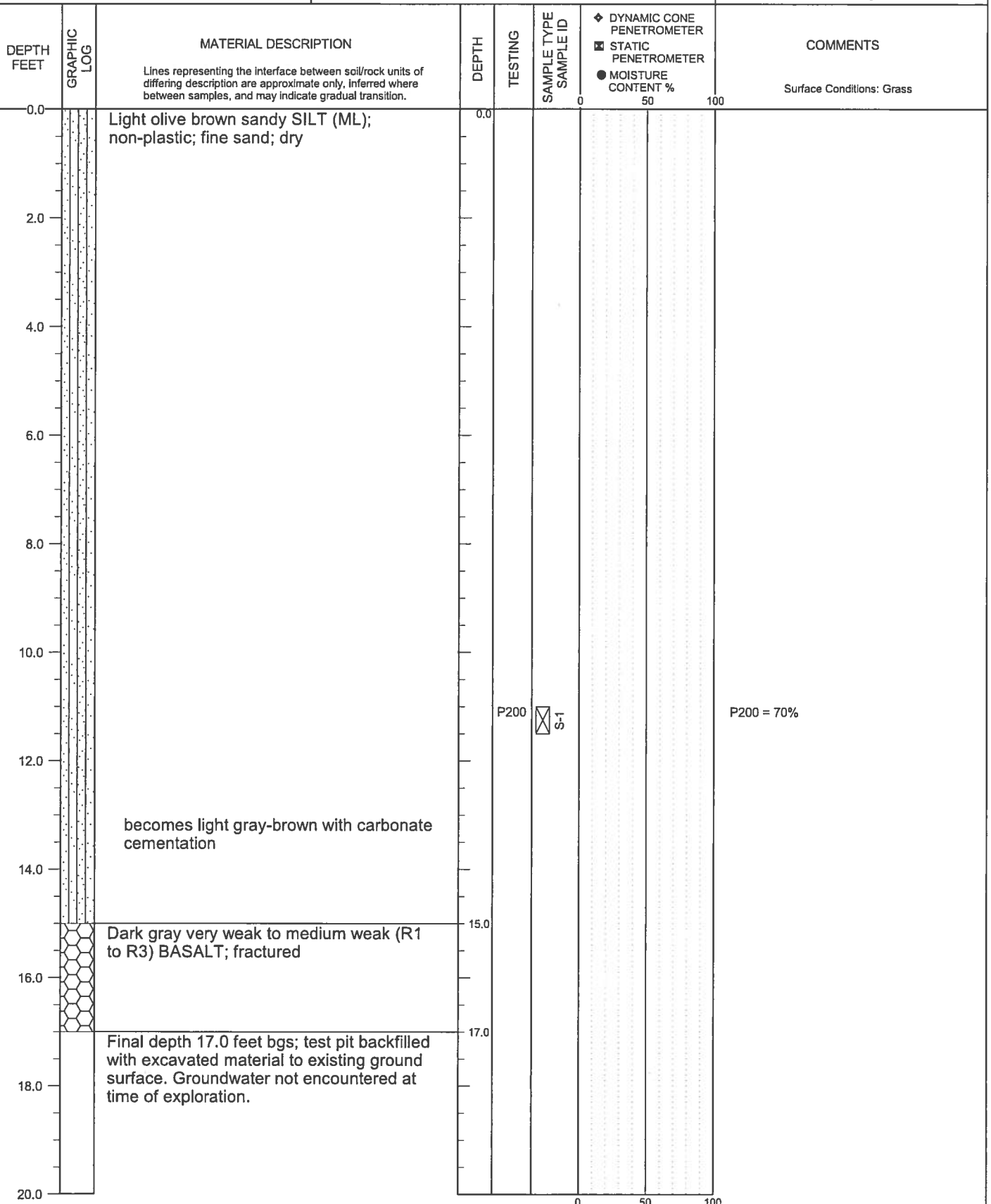
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-2

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-2 LOCATION:
(See Site Plan)

Lat: 46.21884 Long: -119.29145



TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP1-8 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17.RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A2
Page 1 of 1



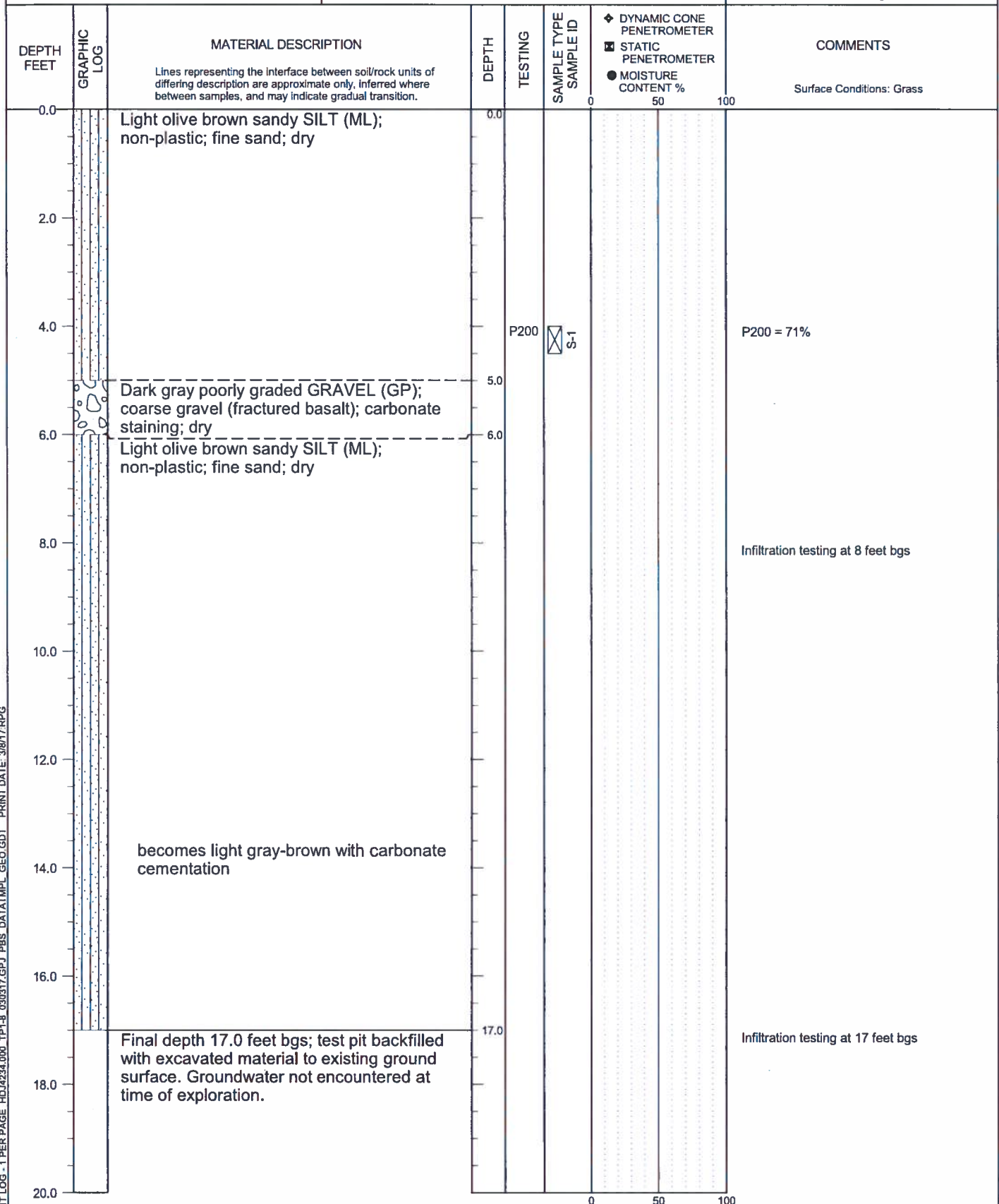
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-3

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-3 LOCATION:
(See Site Plan)

Lat: 46.21954 Long: -119.29194



TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP-1-B 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17.RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A3
Page 1 of 1



WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-4

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-4 LOCATION:
(See Site Plan)

Lat: 46.21995 Long: -119.29119

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION Lines representing the interface between soil/rock units of differing description are approximate only, inferred where between samples, and may indicate gradual transition.	DEPTH	TESTING	SAMPLE TYPE SAMPLE ID	☒ DYNAMIC CONE PENETROMETER ☒ STATIC PENETROMETER ● MOISTURE CONTENT %	COMMENTS Surface Conditions: Grass
0.0		Light olive brown sandy SILT (ML); non-plastic; fine sand; dry	0.0		0	50	100
2.0		Moderately weathered very weak to medium weak (R1 to R3) BASALT; fractured; carbonate stained; dry	2.0				
4.0		becomes slightly weathered					
6.0		Final depth 6.0 feet bgs due to refusal in basalt; test pit backfilled with excavated material to existing ground surface. Groundwater not encountered at time of exploration.	6.0				
8.0							
10.0							
12.0							
14.0							
16.0							
18.0							
20.0							

TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP-4 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A4
Page 1 of 1



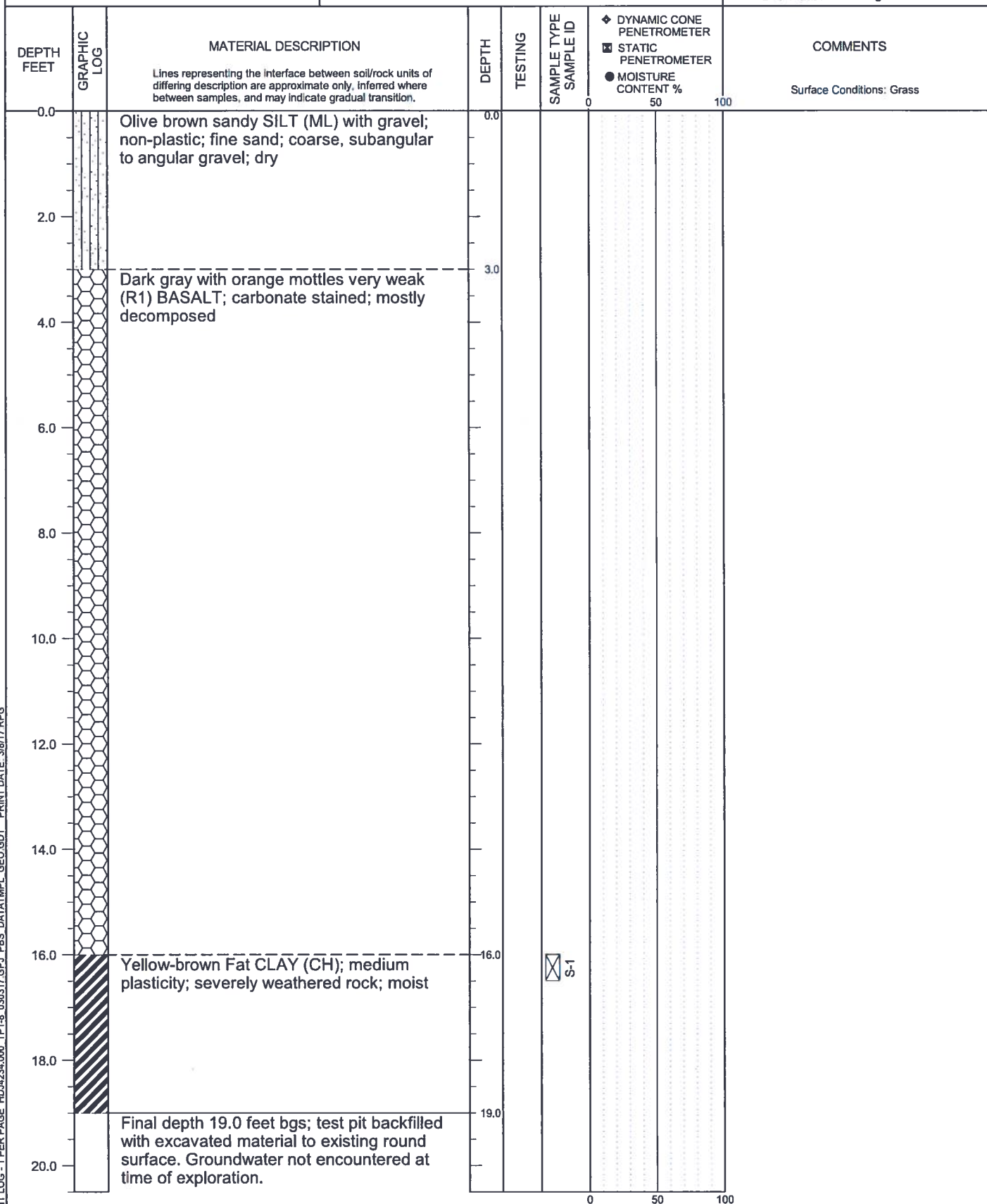
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-5

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-5 LOCATION:
(See Site Plan)

Lat: 46.22100 Long: -119.29128



TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP-5 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A5
Page 1 of 1



WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-6

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-6 LOCATION:
(See Site Plan)

Lat: 46.22069 Long: -119.29153

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION Lines representing the interface between soil/rock units of differing description are approximate only, inferred where between samples, and may indicate gradual transition.	DEPTH	TESTING	SAMPLE TYPE SAMPLE ID	◆ DYNAMIC CONE PENETROMETER ☒ STATIC PENETROMETER ● MOISTURE CONTENT %	COMMENTS
0.0			0.0			0 50 100	Surface Conditions: Grass
2.0		Light olive brown silty GRAVEL (GM) with sand and cobbles; non-plastic; fine sand; fine to coarse, subrounded to subangular gravel; dry becomes light brown-gray; carbonate stained becomes light olive brown becomes brown with fine to medium sand					
6.0		Dark gray slightly weathered very weak to medium weak (R1 to R3) BASALT; fractured; carbonate stained; dry	6.0				
10.0		Final depth 10.0 feet bgs due to refusal in basalt; test pit backfilled with excavated material to existing ground surface. Groundwater not encountered at time of exploration.	10.0				Infiltration testing at 10 feet bgs
12.0							
14.0							
16.0							
18.0							
20.0						0 50 100	

TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP1-8 030317.GPJ PBS DATATMPL GEO.GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A6
Page 1 of 1



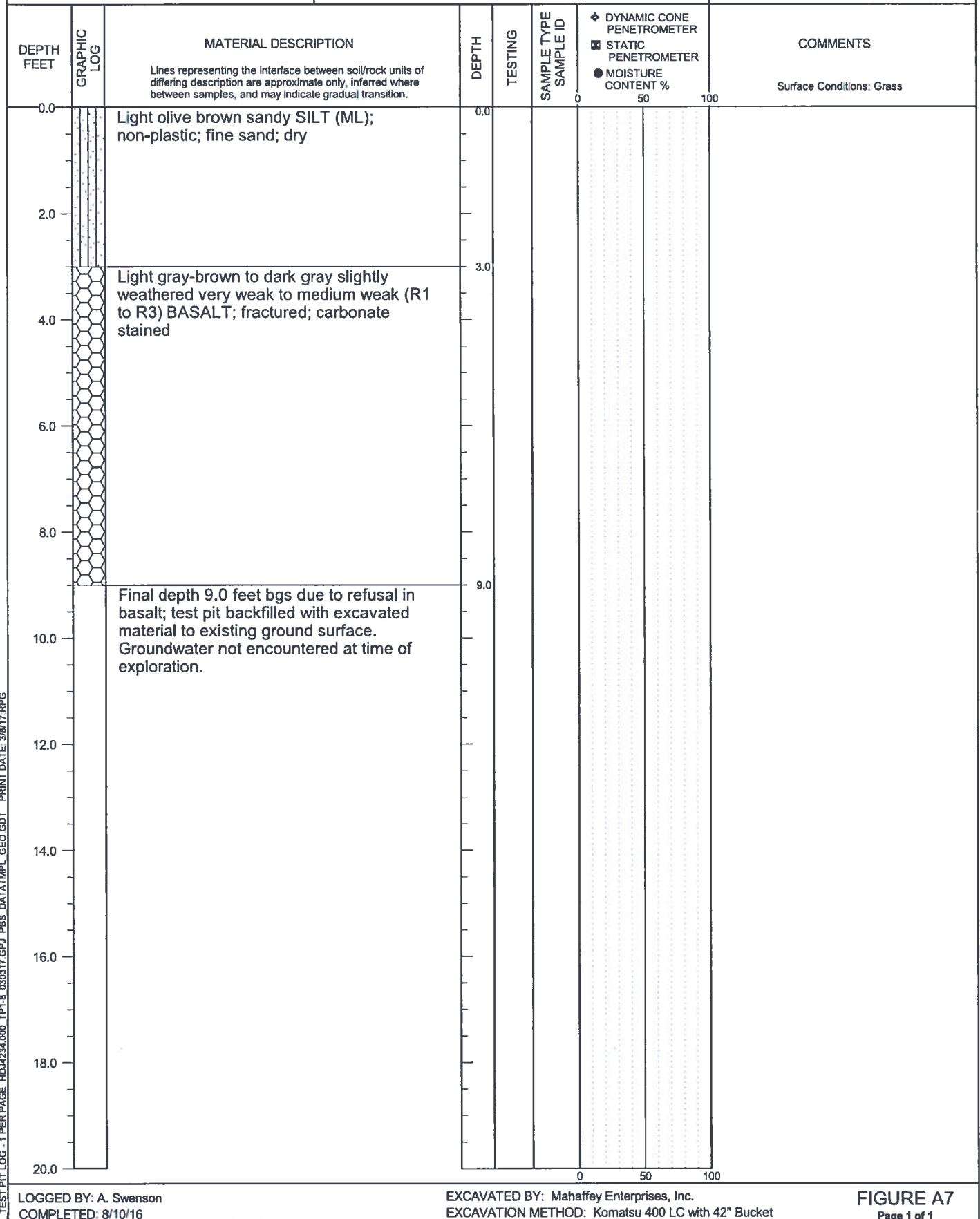
WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-7

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-7 LOCATION:
(See Site Plan)

Lat: 46.21931 Long: -119.29022



TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP1-8 030317.GPJ PBS DATATMPL GEO GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A7
Page 1 of 1



WESTCLIFFE HEIGHTS
RICHLAND, WASHINGTON

TEST PIT TP-8

PBS PROJECT NUMBER:
HDJ4234.000

APPROX. TEST PIT TP-8 LOCATION:
(See Site Plan)

Lat: 46.21866 Long: -119.28811

DEPTH FEET	GRAPHIC LOG	MATERIAL DESCRIPTION Lines representing the interface between soil/rock units of differing description are approximate only, inferred where between samples, and may indicate gradual transition.	DEPTH	TESTING	SAMPLE TYPE SAMPLE ID	☐ DYNAMIC CONE PENETROMETER ☒ STATIC PENETROMETER ☐ MOISTURE CONTENT %	COMMENTS Surface Conditions: Grass
0.0		Light olive brown sandy SILT (ML); non-plastic; fine sand; dry	0.0		0	50	100
2.0		Light gray-brown slightly weathered very weak to medium weak (R1 to R3) BASALT; fractured; carbonate stained	1.0				
4.0							
6.0							
8.0							
10.0							
12.0							
13.0		Final depth 13.0 feet bgs due to refusal in basalt; test pit backfilled with excavated material to existing ground surface. Groundwater not encountered at time of exploration.	13.0				
14.0							
16.0							
18.0							
20.0							

TEST PIT LOG - 1 PER PAGE HDJ4234.000 TP1-8 030317 GPJ PBS DATATMPL GEO GDT PRINT DATE: 3/8/17 RPG

LOGGED BY: A. Swenson
COMPLETED: 8/10/16

EXCAVATED BY: Mahaffey Enterprises, Inc.
EXCAVATION METHOD: Komatsu 400 LC with 42" Bucket

FIGURE A8
Page 1 of 1

APPENDIX B

Laboratory Testing

APPENDIX B – LABORATORY TESTING

B1.0 GENERAL

Samples obtained during the field explorations were examined in the PBS laboratory. The physical characteristics of the samples were noted and the field classifications were modified where necessary. During the course of examination, representative samples were selected for further testing. The testing program on the soil samples included standard classification tests, which consisted of visual examination, moisture contents, and grain-size analyses. The classification tests yield certain index properties of the soils important to an evaluation of soil behavior. The testing procedures are described in the following paragraphs. Unless otherwise noted, all soil testing and classification procedures followed applicable ASTM standards.

B2.0 CLASSIFICATION TESTS

B2.1 Visual Classification

The soils were classified in accordance with the Unified Soil Classification System with certain other terminology, such as the relative density or consistency of the soil deposits, in general accordance with engineering practice. In determining the soil type (that is, gravel, sand, silt, or clay), the term which best described the major portion of the sample was used. Modifying terminology to further describe the samples is defined in Terminology Used to Describe Soil and Rock in Appendix A.

B2.2 Moisture (Water) Contents

Natural moisture content determinations were made on samples of the fine-grained soils (that is, silts, clays, and silty sands). The natural moisture content is defined as the ratio of the weight of water to dry weight of soil, expressed as a percentage. The results of the moisture content determinations are presented on the test pits logs in Appendix A.

B2.3 Grain-Size Analyses

Wash analyses (P200s) were completed on samples to determine the portion of soil samples passing the No. 200 Sieve (i.e., silt and clay). The results of the P200 testing are presented on the test pit logs in Appendix A.



May 4, 2016

Project #: 19707

Jeffrey R. Peters, PE
City of Richland Public Works
840 Northgate Drive
PO Box 190, MS #26
Richland, WA 99352

Matt Rasmussen, PE
Benton County Road Department
620 Market Street
PO Box 1001
Prosser, WA 99350

RE: The Vista - Queensgate Drive Extension/Bauder Property Review of Routing Alternatives

Dear Jeff and Matt,

This letter provides an overview of transportation considerations associated with two possible routing alternatives for the Queensgate Drive extension through The Vista on the Bauder Property (herein referred to as "The Vista"). Pursuant to our March 10, 2016 meeting and subsequent scoping conversations, we evaluated the relative differences of connecting the Queensgate Drive southerly extension to either S Bermuda Road or Rachel Road.

The methodology and findings of our review are documented in this letter. We assessed existing conditions, a near-term (year 2020) and 20-year conditions assuming site development and the two roadway extension alternatives. Link-based review of volume-to-capacity ratios generated by the BFCOG travel demand model in the site vicinity indicate that Queensgate Road, Leslie Road, Rachel Road, Bermuda Road, and E Reata Road are all projected to operate well under capacity regardless of which Queensgate Drive extension alternative is pursued in both the near-term as well as the 20-year conditions. The BFCOG model demonstrates neither extension alternative is capacity constrained at the link level and lead to a finding of comparable travel times on uncongested routes.

In general, the modeling and traffic analysis reveal that traffic capacity is not a "differentiator" in reviewing the two alternative routes. Therefore, based on our review, we recommend the proposed development move ahead routing the Queensgate Drive extension to S Bermuda Road. The S Bermuda Road alternative directs site traffic to an existing roadway that generally has fewer private residential driveways, a higher posted speed limit, and a more gentle horizontal and vertical profile as compared to Rachel Road. If a secondary connection to Rachel Road is realized in the future through other

development activities, the additional connectivity provided by Rachel Road should further enhance the local transportation system.

Assuming Queensgate Drive is extended to S Bermuda Road, review of operations at three study intersections determined that:

- Signalization of the Leslie Road/E Reata Road intersection will likely be needed in conjunction with full buildout of The Vista development. We recommend the intersection operations be monitored during phased buildout of The Vista beginning after completion of the first 200 homes at The Vista and that the intersection be signalized if and when warranted. The anticipated signalization need is consistent with the City of Richland's adopted Transportation Plan. Further, this intersection may require signalization in the event the Rachel Road extension is pursued instead of the S Bermuda Road extension (though signalization should not be required to support full buildout of The Vista alone).
- A westbound right-turn lane should be provided at the S Bermuda Road/E Reata Road intersection. The 20-year analysis revealed that this right-turn lane would meet WSDOT guidelines regardless of whether Queensgate is extended to Rachel Road or S Bermuda Road.

In addition, the 20-year analysis also identified the need for a westbound left-turn lane on E Reata Road at S Bermuda Road. The Vista development is not anticipated to contribute any traffic volumes to this movement and the need for the improvement is independent of development of the new neighborhood.

Twenty year modeling also found the Rachel Road/Leslie Road intersection requires mitigation regardless of the Queensgate Drive extension alternative selected (under both scenarios, the future modeling assumes a new eastern extension of Rachel Road between Leslie Road and Steptoe Street to the east per the *Richland Transportation Plan*). Acceptable operations can be provided either via signalization or installation of a roundabout.

No other intersection capacity improvement needs were identified amongst the three study intersections in either the near-term or the 20-year conditions.

The remainder of this letter further documents our study methodology and findings.

STUDY BACKGROUND

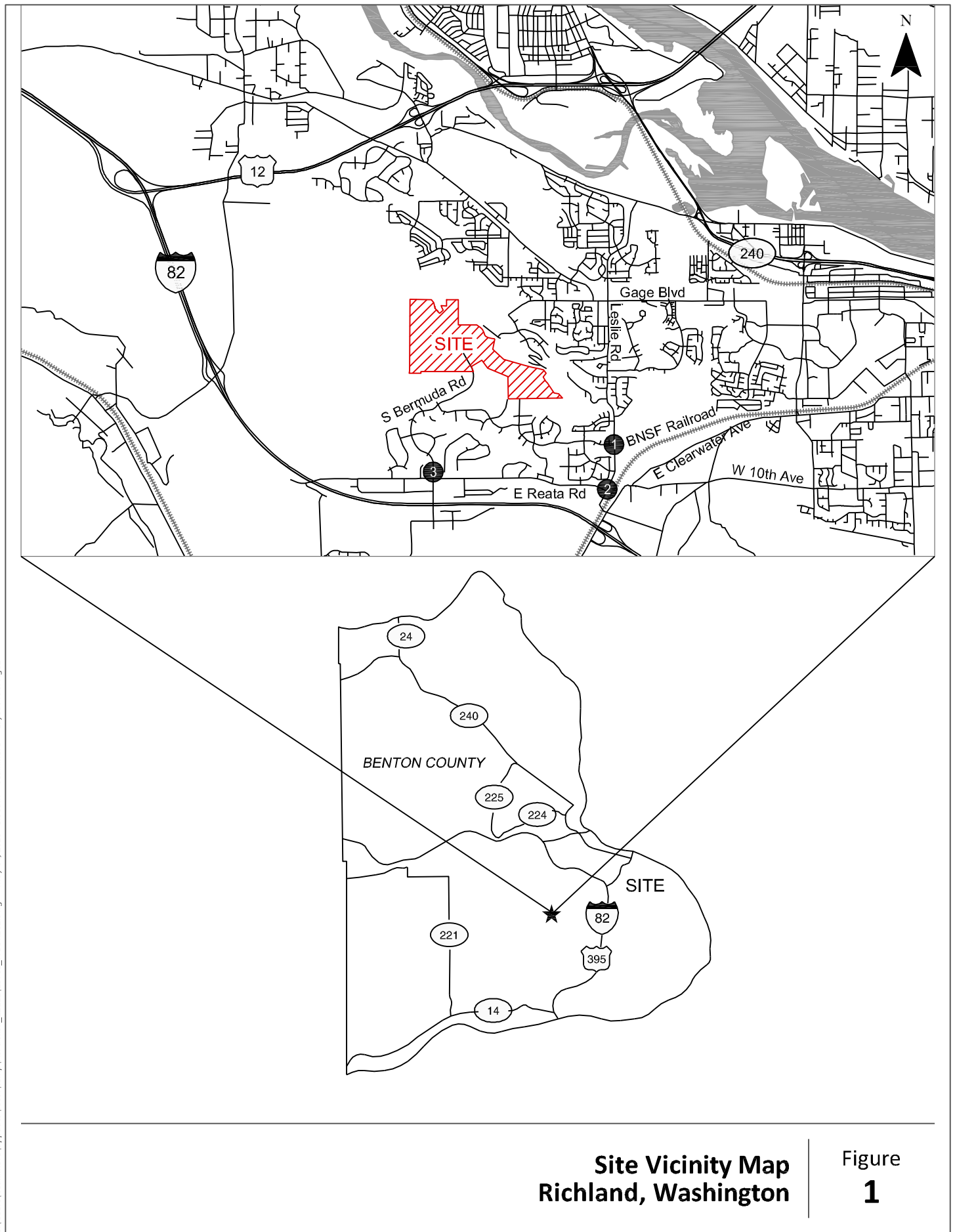
Pahlisch Homes, in cooperation with the Bauder family, is proposing development of land encompassing approximately 140 acres. At this time, development is anticipated to include up to 470 residential homes. In addition to the local street infrastructure provided within the new neighborhood, the development would also accommodate the extension of Queensgate Drive south through the property. The southerly Queensgate Drive extension could be constructed to connect with either S Bermuda Road or Rachel Road, both of which could connect the new neighborhood as well as

surrounding neighborhoods with Leslie Road. The total area of the Bauder and Wilson properties is 351 acres with a potential 1,177 homes at build out. The 20-year analysis assumes development of the additional homes.

This study compares and contrasts the transportation impacts of extending Queensgate Drive to either S Bermuda Road or Rachel Road. Figure 1 illustrates the site vicinity and Figure 2 illustrates a conceptual assessment of two roadway alignment alternatives.

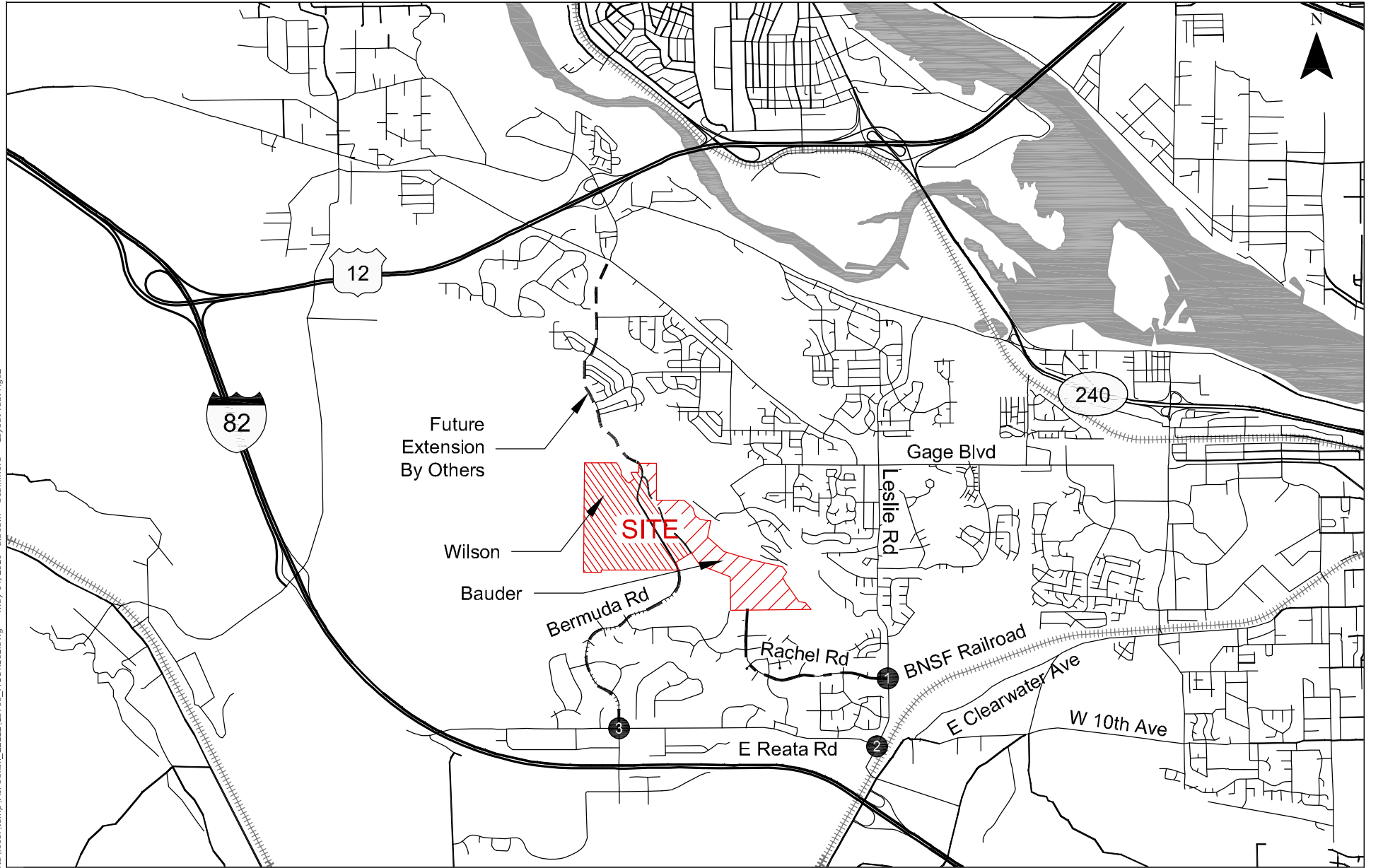
STUDY METHODOLOGY

We evaluated implications of both roadway extension alternatives through a combination of travel demand modeling and intersection capacity analysis as well as qualitative field observations about the existing built environment and topography of the adjacent roadways, as described below.



**Site Vicinity Map
Richland, Washington**

**Figure
1**



**Alternative Queensgate Alignment Options
with Site Development
Richland, Washington**

**Figure
2**

Travel Demand Model

Data from Benton-Franklin Council of Government's (BFCOG) travel demand model was used to assess traffic volume changes associated with each of the two alignment alternatives. The travel demand model was used to assess how local and regional trips may change with each of the roadway connections as well as to understand overall travel patterns within the site vicinity.

Intersection Operations

Existing conditions were reviewed at three intersections to establish a baseline for comparison of near-term and 20-year conditions assuming construction of the alternative roadway extensions. The three study intersections are:

- Leslie Road/Rachel Road
- S Bermuda Road/E Reata Road
- Leslie Road/E Reata Road

Intersection operations were evaluated using *2000 Highway Capacity Manual* analysis procedures. The City of Richland seeks to maintain Level of Service (LOS) "E" or better at unsignalized intersections per Table 3-1 of the *Richland Transportation Plan*.

EXISTING CONDITIONS

The existing conditions analysis identifies site conditions and the current operational and geometric characteristics of the transportation system in the vicinity of the property and along the two Queensgate Extension alignment alternatives. The purpose of this section is to set the stage for a basis of comparison to future conditions. The study intersections and The Vista site were visited and inventoried in March 2015.

Geometric Considerations

Today, S Bermuda Road is a two-lane facility with a posted 35 mile per hour speed limit. Rachel Road is also a two-lane facility but with a posted 25 mile per hour speed limit. In addition to having a lower posted speed limit, Rachel Road accommodates more closely spaced residential driveways and more horizontal and vertical curvature compared to S Bermuda Road.

Both roadways provide a connection to Leslie Road and ultimately I-82. Rachel Road connects directly with Leslie Road whereas S Bermuda Road connects via E Reata Road, which is a designated arterial within City limits (collector roadway within Benton County jurisdiction west of City limits). E Reata Road is a two-lane facility with a 40 mile per hour posted speed limit.

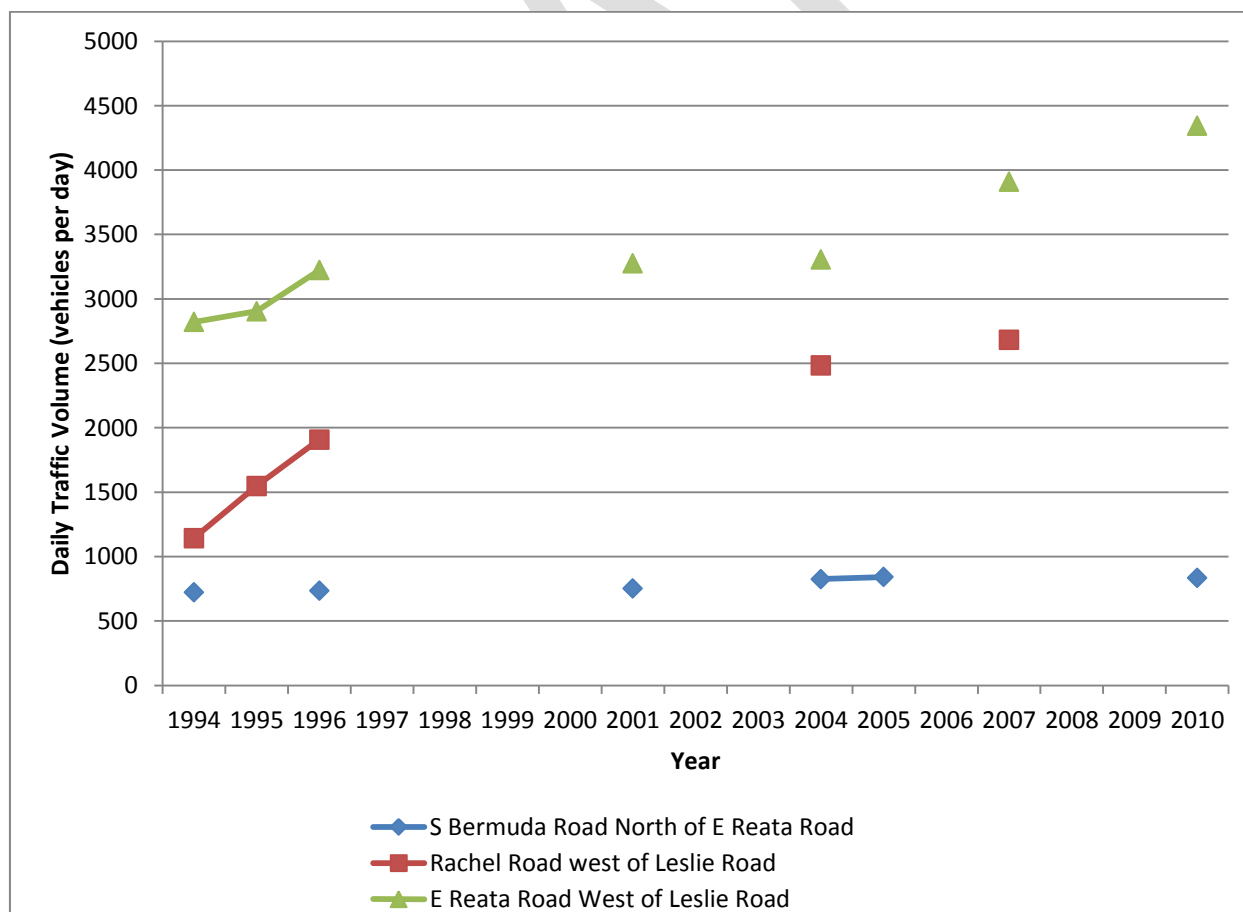
In addition to the connectivity offered by either alignment to Leslie Road, Clover Road links Rachel Road and S Bermuda Road today. The existing Clover Road connection serves local trips and is not expected materially affect either Queensgate Extension routing alternative.

Leslie Road is a designated by the City as an arterial and has a posted 40 mile per hour speed limit. The roadway has a three-lane section (one lane in each direction plus a center left-turn lane) near Rachel Road and a four-lane section near E Reata Road (two southbound lanes, one northbound lane, and one northbound left-turn lane). Leslie Road provides an important connection between either of the Queensgate extension alternatives and the regional transportation system.

24-hour Traffic Counts

The Benton County Road Department provided 24-hour historical count data for the study roadways. This data is summarized in Exhibit 1 below. This information was used to understand how traffic patterns have changed in the site vicinity during the past twenty years. Based on the counts, S Bermuda Road traffic volumes have average about 1% annual growth, Rachel Road about 10% annual growth, and E Reata Road about 3% annual growth.

Exhibit 1. Daily Traffic Volume Trends



As shown in the exhibit, S Bermuda Road has experienced relatively low growth over the past twenty years as compared to both E Reata Road and Rachel Road. However, all three roads are accommodating traffic volumes well below their capacity and consistent with their functional classification designation. The data shown in the tables also confirms that either alignment alternative can be accommodated without the need to widen any of the study roadways beyond a 3-lane cross-section.

Intersection Operations

Weekday morning (7:00-9:00 AM) and evening (4:00-6:00 PM) traffic counts were conducted at the three study intersections to establish a baseline of comparison for the near-term and 20-year analyses (refer to Attachment 1). Figure 3 summarizes the peak hour traffic counts collected as well as the existing intersection lane configurations and traffic control devices.

As shown in the figure, all intersections were found to operate within City standards and at a LOS "E" or better.

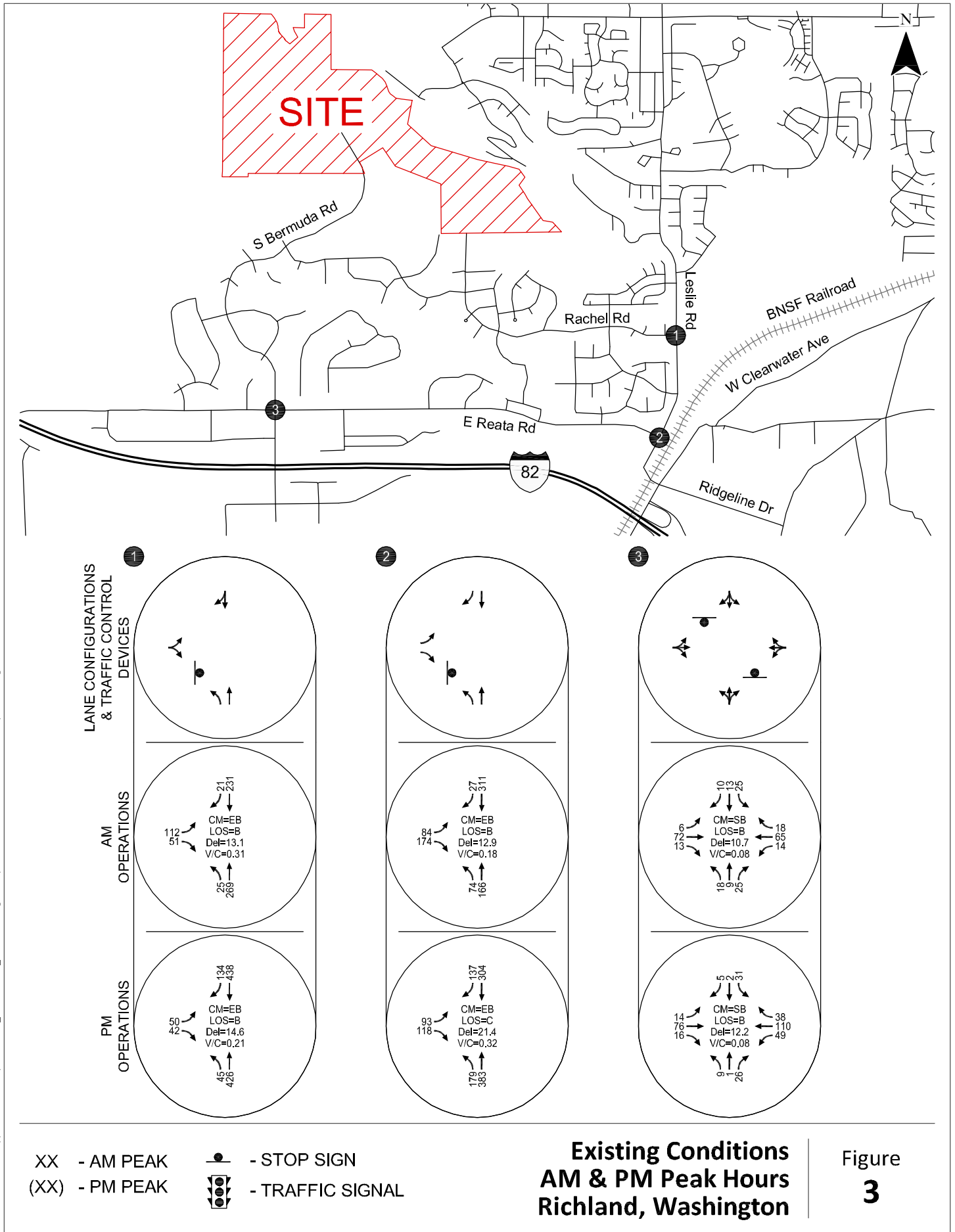


Figure 3

SITE DEVELOPMENT TRIP GENERATION

Pahlisch Homes, in cooperation with the Bauder family, is proposing development of up to 470 residential homes on 140 acres of property in southwest Richland.

A trip generation estimate was prepared based on information provided in the *Trip Generation Manual, 9th Edition* (Reference 1). Table 1 summarizes the daily, weekday AM, and weekday PM peak hour trips. Note the daily trips have been rounded to the nearest 10 and peak hour trips to the nearest 5.

Table 1. Trip Generation Estimate for The Vista Site

Land Use Category	ITE Code	Size (Units)	Total Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total Trips	In	Out	Total Trips	In	Out
Single Family Homes	210	470	4,470	355	90	265	470	295	175

ESTIMATED TRIP DISTRIBUTION PATTERN

Existing travel patterns, land use, and roadway connectivity were assessed in conjunction with BFCOG travel demand model data and other transportation impact studies nearby to develop a reasonable trip distribution for the site-generated trips. The estimated trip distribution pattern is shown in Figure 4.

2020 FUTURE CONDITIONS WITH THE VISTA

Future year 2020 traffic conditions were evaluated assuming buildout of the 470 single family homes within the Vista. This analysis was completed assuming extension of Queensgate Drive to S. Bermuda Road in Alternative 1 and to Rachel Road in Alternative 2. Based on BFCOG modeling, a two percent annual growth rate was assumed along each of the study roadways¹.

The operations analysis at the three study intersections was prepared for the two alignment alternatives assuming:

- Queensgate Drive does not connect with Gage Boulevard
- Queensgate Drive does not connect with Badger Mountain Parkway

Link-based review of volume-to-capacity ratios generated by the BFCOG travel demand model in the site vicinity indicate that Queensgate Road, Leslie Road, Rachel Road, Bermuda Road, and E Reata Road are all projected to operate well under capacity regardless of which Queensgate Drive extension alternative is pursued. The model also suggests that the routes will be relatively uncongested and that

¹ Based on a cordon line assumed around the study intersections, BFCOG modeling projects an average of approximately 1.4% growth per year between 2010 and 2020.

the travel times are relatively comparable. In general, the modeling results indicate that neither traffic capacity nor travel times are “differentiators” when selecting an alternative.

Figures 4 and 5 illustrate future 2020 background conditions (before site development), anticipated routing of site-generated trips, and total traffic conditions (with site development) assuming Queensgate Drive extension to S Bermuda Road. Figures 5 and 6 illustrate future 2020 conditions before and after site development assuming the Queensgate Drive extension to Rachel Road.

Analysis of the study intersections found that all of the intersections operate acceptably assuming the Queensgate Drive extension to Rachel Road. The Bermuda Road extension alternative results in eastbound delays at the E Reata Road/Leslie Road intersection causing a LOS “F” condition for the westbound left-turn movement during the weekday PM peak hour. The LOS “F” could be mitigated through signalization of the intersection, an improvement identified as an anticipated future need in the *Richland Transportation Plan*. Appendix 2 includes the intersection analysis worksheets.

While signalization of the E Reata Road/Leslie Road intersection would implement a previously identified improvement consistent with the City’s plans, the specific implementation timeline for signalization will be dependent both on the extent of re-routing of existing traffic that occurs with completion of the Queensgate Drive extension and the rate at which trips from The Vista actually impact the E Reata Road/Leslie Road intersection, pending construction and occupancy of the new homes. For these reasons, we recommend the E Reata Road/Leslie Road intersection operations be monitored during phased buildout of The Vista and that the intersection be signalized if and when warranted.

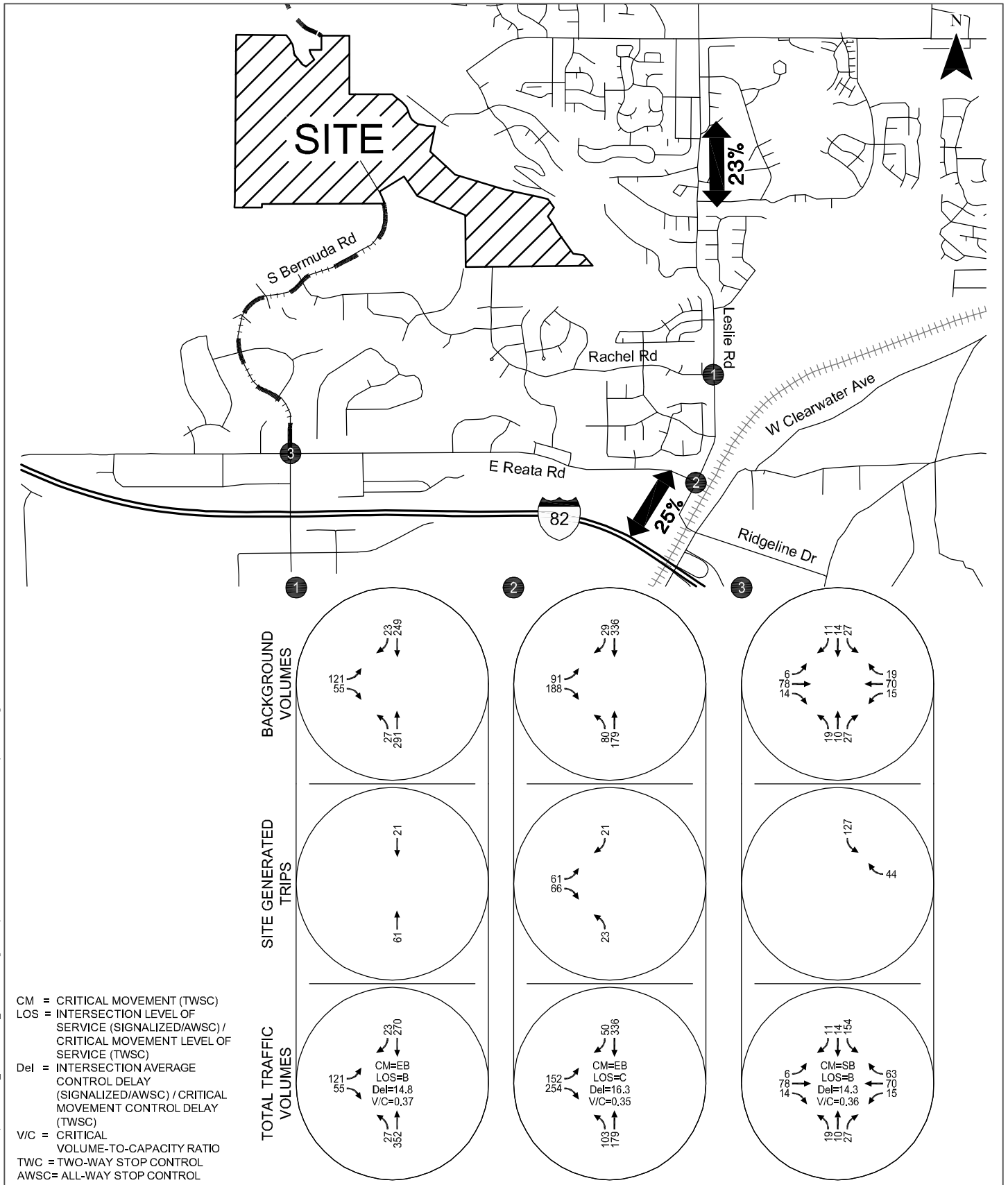
Turn Lane Considerations

The Washington State Department of Transportation (WSDOT) has defined traffic-volume based turn lane guidelines within the *WSDOT Design Manual* (Reference 3). Left-turn lane guidelines are provided in section 1310.04(2)(a) while right-turn lane guidelines are provided in section 1310.04(3).

Left-turn lanes are already in place at two of the three study intersections. As such, we reviewed the potential need for left-turn lanes at the S Bermuda Road/E Reata Road intersection. Our analysis found that forecast traffic volumes at the intersection would not meet the WSDOT guidelines for providing a left-turn lane on E Reata Road in 2020 regardless of whether the S Bermuda Road or Rachel Road alignment alternative is chosen.

The WSDOT right-turn lane guidelines suggest the need for a westbound right-turn lane at the S Bermuda Road/E Reata Road intersection with the S Bermuda Road alternative. This right-turn lane is not needed in 2020 if the Rachel Road alternative is chosen. Provision of a right-turn would be appropriate in conjunction with site development of The Vista assuming the S Bermuda Road alternative is selected. Subject to County staff direction and/or further future analysis completed after partial site development at The Vista, it appears provision of the right-turn lane would be appropriate in conjunction with occupancy of the 150th home at the Bauder site.

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**Year 2020 Conditions with Bermuda Road Connection
Weekday AM Peak Hour
Richland, Washington**

**Figure
4**

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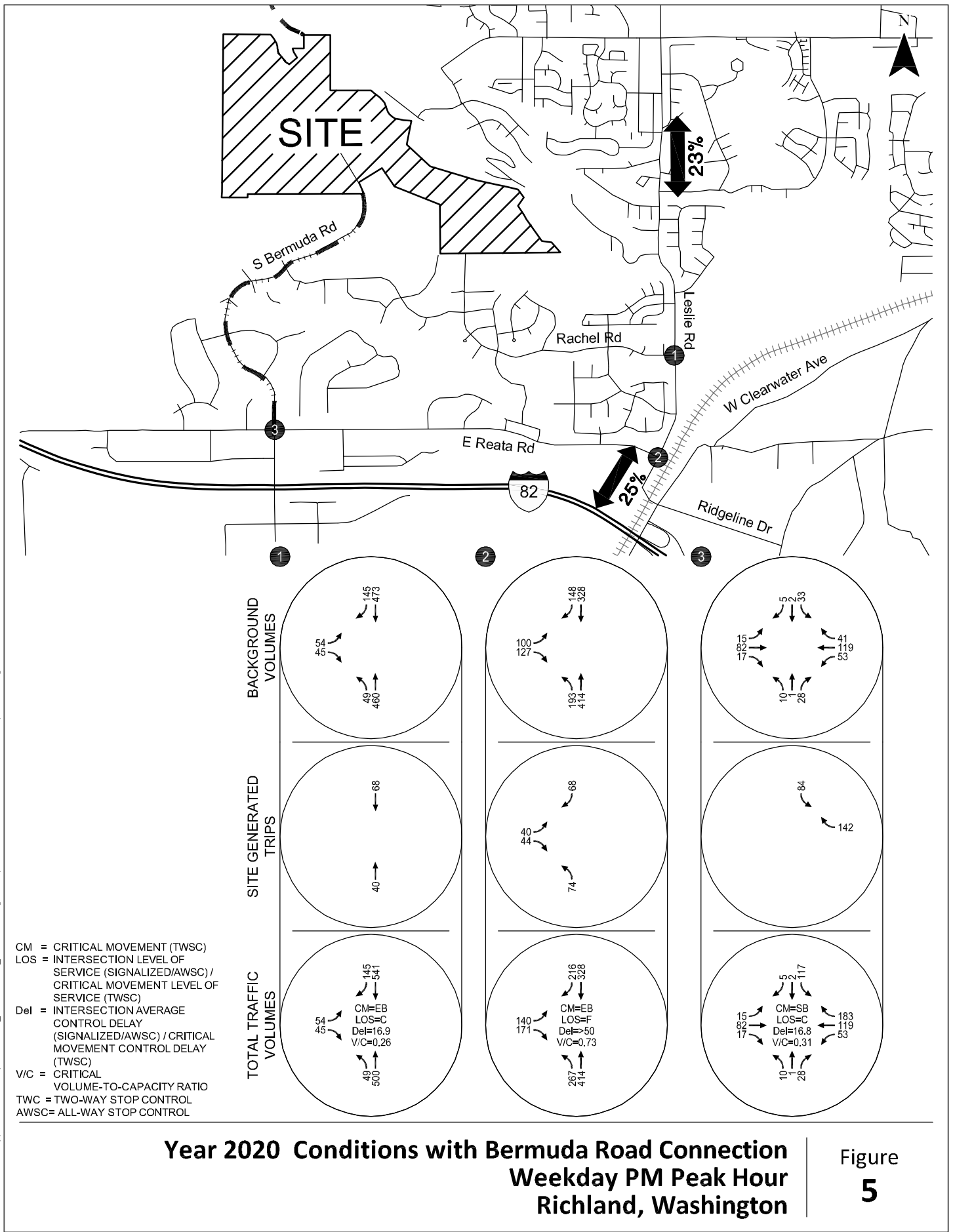
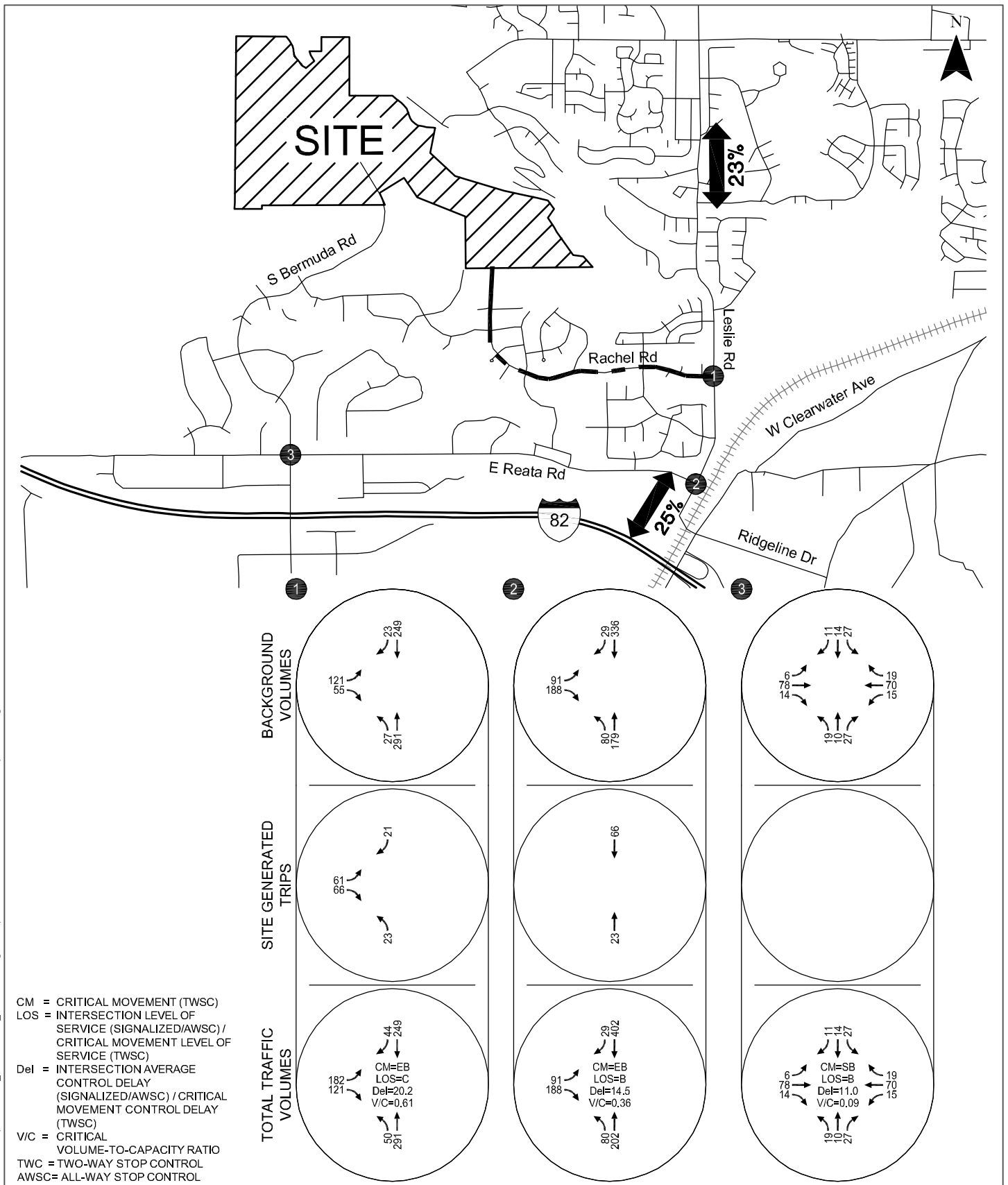


Figure
5

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**Year 2020 Conditions with Rachel Road Connection
Weekday AM Peak Hour
Richland, Washington**

**Figure
6**

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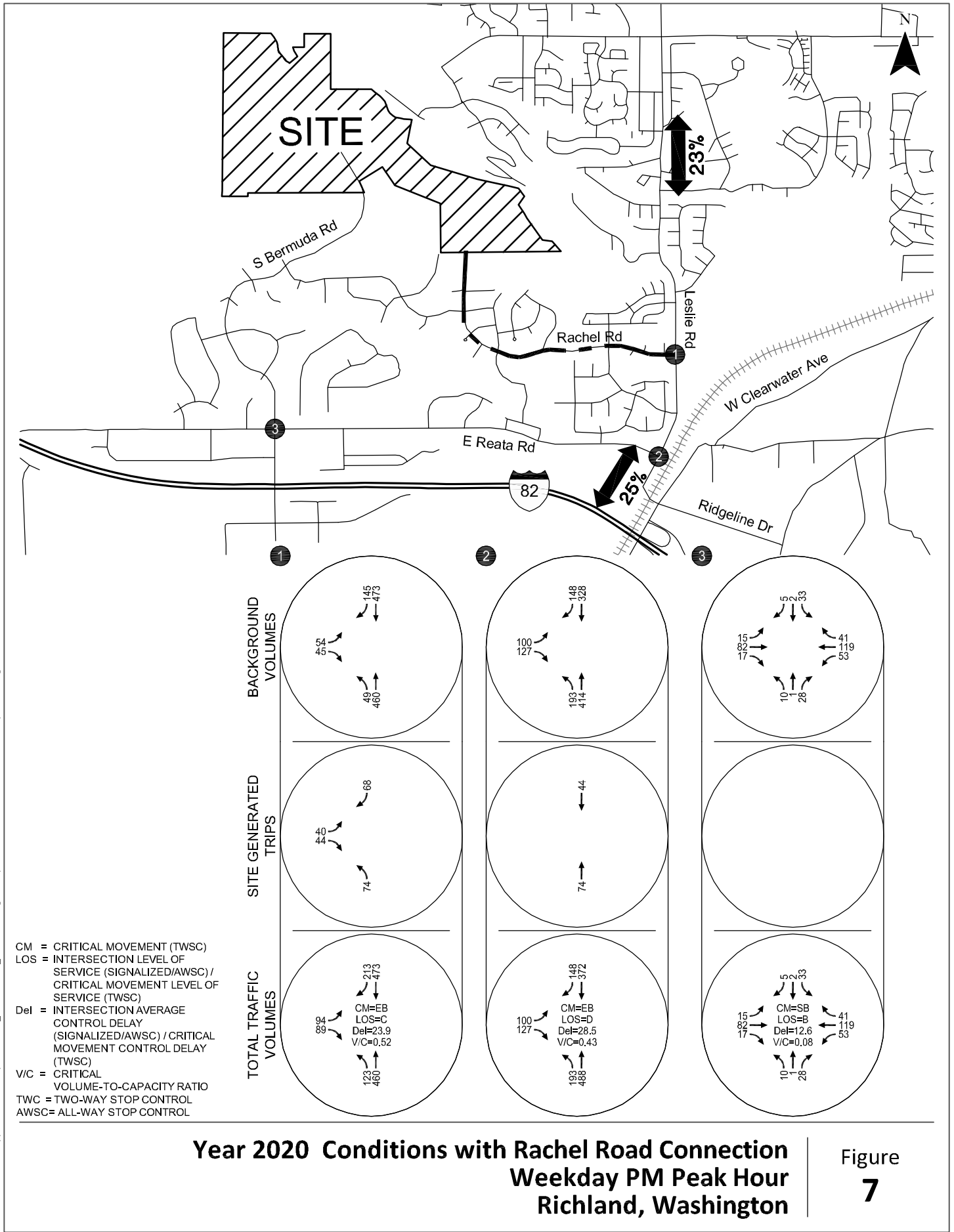


Figure
7

2036 FUTURE CONDITIONS

Future year 2036 traffic conditions were evaluated assuming construction and occupancy of several new neighborhoods in the vicinity and additional street connectivity, including:

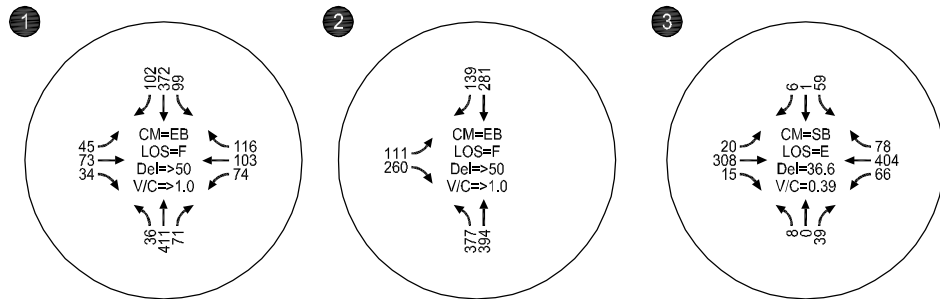
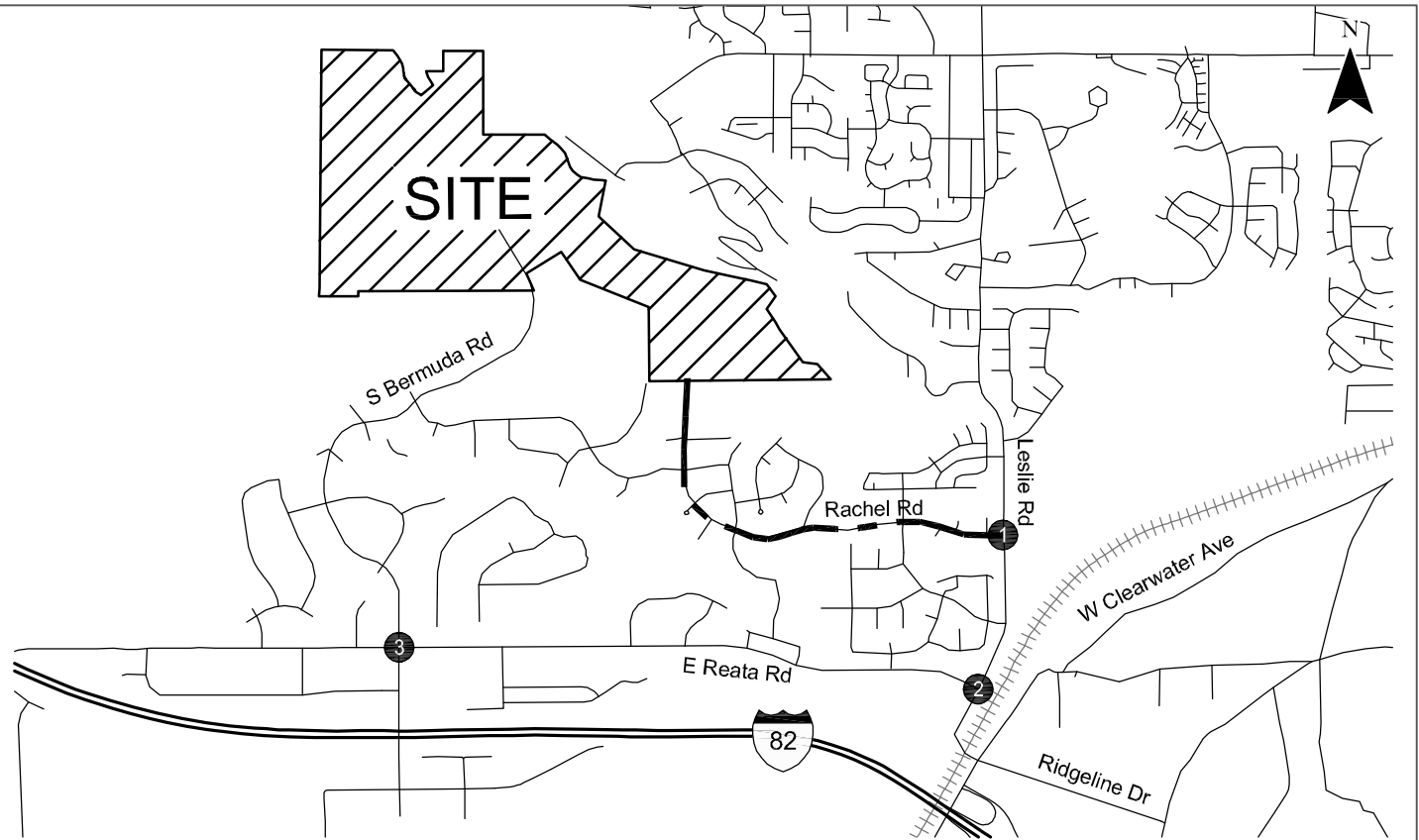
- the Badger Mountain Subarea Plan²², including completion of Badger Mountain Parkway between Queensgate Drive and Dallas Road;
- the 470 single family homes proposed within the Vista;
- development of up to 1,177 residential homes lands adjacent to the Bauder property; and,
- the extension of Gage Boulevard to Queensgate Drive

Based on these assumptions, year 2036 traffic volumes at the three study intersections were developed for two alternatives – Alternative 1 assuming extension of Queensgate Drive to S Bermuda Road and Alternative 2 assuming extension of Queensgate Drive to Rachel Road in Alternative 2. The year 2036 weekday PM peak hour volumes were calculated using year 2030 turn movement projections developed from the BFCOG travel demand modeling that were post-processed following NCHRP 2-55 analysis procedures. The resultant year 2030 volumes were grown by a two percent annual growth rate to develop year 2036 intersection turning movement volumes.

Figure 8 illustrates future 2036 weekday PM peak hour traffic conditions assuming Queensgate Drive extension to S Bermuda Road. Figure 9 illustrates future 2036 weekday PM peak hour conditions assuming the Queensgate Drive extension to Rachel Road. Appendix 3 includes the intersection analysis worksheets. Analysis of the study intersections under year 2036 conditions found:

- Operations of the Rachel Road/Leslie Road intersection require mitigation regardless of the Queensgate Drive extension alternative selected (under both scenarios, the future modeling assumes a new eastern extension of Rachel Road between Leslie Road and Steptoe Street to the east per the *Richland Transportation Plan*). Acceptable operations can be provided either via signalization or installation of a roundabout. Further, neither Rachel Road or Leslie Road need to be widened beyond a three-lane cross-section to accommodate future traffic volumes.
- Operations of the E Reata Road/Leslie Road intersection require mitigation regardless of the Queensgate Drive extension alternative selected. As was noted in the discussion of 2020 conditions, signalization of the intersection was identified as an anticipated future need in the *Richland Transportation Plan*.
- WSDOT Design Manual Guidelines suggest the need for providing both a westbound right-turn lane and a westbound left-turn lane on E Reata Road at S Bermuda Road in 2036, again regardless of the Queensgate Drive extension alternative selected (operations would improve to level of service "D" with the turn lanes for both options).

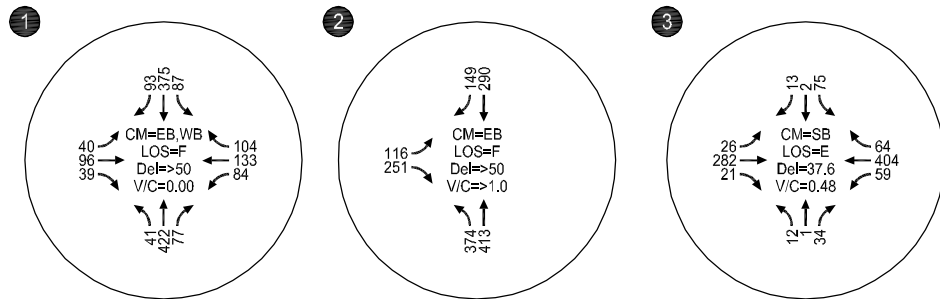
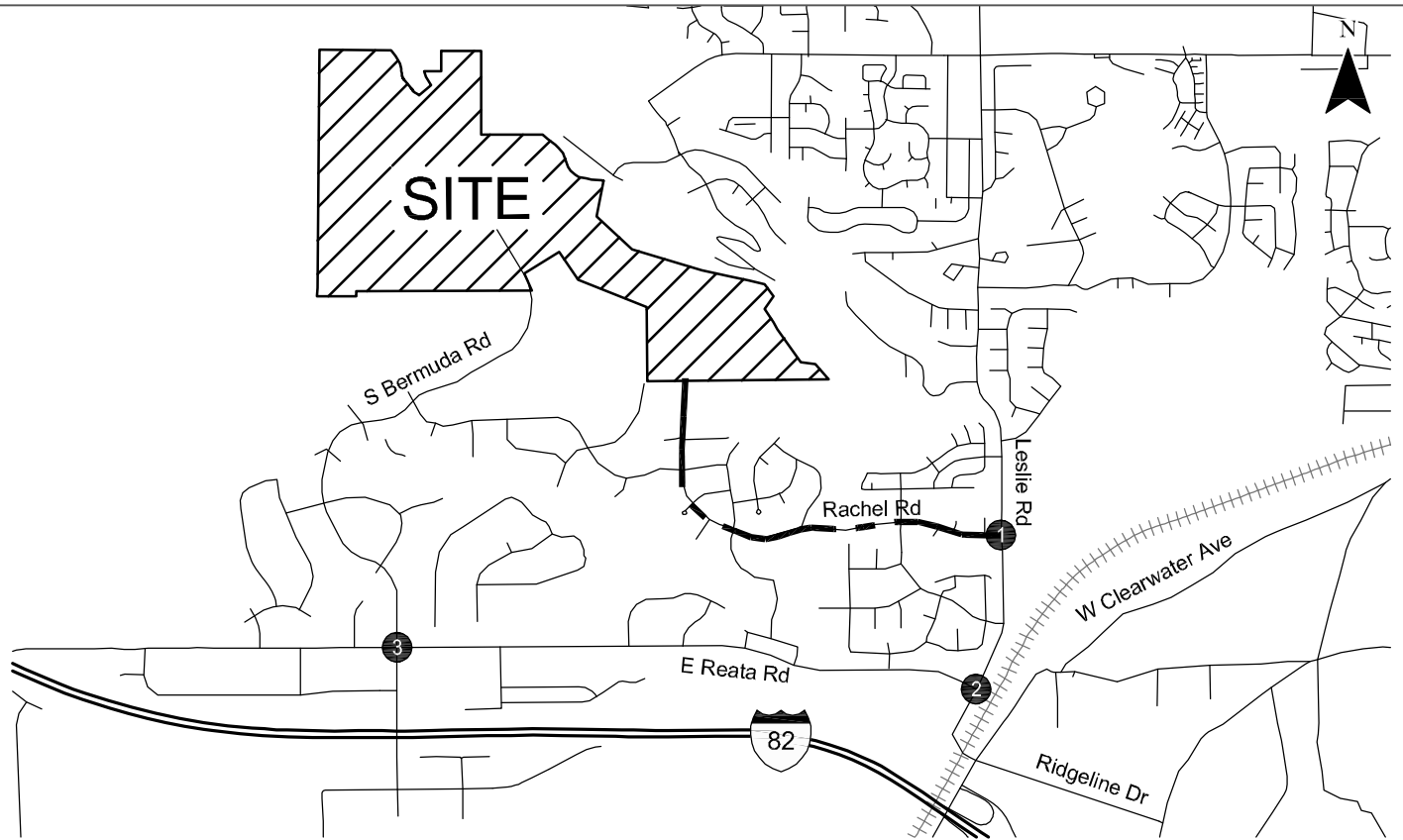
²² As documented in the April 2010 *Badger Mountain Subarea Plan - Transportation* study, accounting for the trips generated assuming the "Alternative 1" southern connection of the site to Queensgate Drive (as identified in Figure 4.1 of the report)



CM = CRITICAL MOVEMENT (TWS)C
 LOS = INTERSECTION LEVEL OF SERVICE (SIGNALIZED/AWSC) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWS)C
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIGNALIZED/AWSC) / CRITICAL MOVEMENT CONTROL DELAY (TWS)C
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWS = TWO-WAY STOP CONTROL
 AWS = ALL-WAY STOP CONTROL

**Year 2036 Weekday PM Peak Hour
 Assuming Queensgate Drive Extension to Bermuda Rd
 Richland, Washington**

**Figure
 8**



CM = CRITICAL MOVEMENT (TWS/C)
 LOS = INTERSECTION LEVEL OF SERVICE (SIGNALIZED/AWSC) / CRITICAL MOVEMENT LEVEL OF SERVICE (TWS/C)
 Del = INTERSECTION AVERAGE CONTROL DELAY (SIGNALIZED/AWSC) / CRITICAL MOVEMENT CONTROL DELAY (TWS/C)
 V/C = CRITICAL VOLUME-TO-CAPACITY RATIO
 TWS/C = TWO-WAY STOP CONTROL
 AWS/C = ALL-WAY STOP CONTROL

**Year 2036 Weekday PM Peak Hour
 Assuming Queensgate Drive Extension to Rachel Rd
 Richland, Washington**

**Figure
 9**

SUMMARY FINDINGS & CONCLUSIONS

Based on the analysis presented in this letter, we conclude that the proposed Vista site development could be supported through extension of Queensgate Drive south to connect with S Bermuda Road or Rachel Street. BFCOG travel demand modeling determined that either extension alignment choice is viable and that roadway link capacity is not a differentiator in comparing the two alternative routes.

From a transportation systems perspective:

- Either extension alternative can be supported at the link level from a roadway capacity perspective. None of the study roadways would need to be widened beyond a three-lane cross-section to support year 2036 conditions regardless of the alignment option.
- Both alternatives would require signalization of the E Reata Road/Leslie Road intersection. The need for this improvement was identified in the Richland Transportation Plan as well. The timing of signalization will depend on the construction and occupancy of new homes in the area and should therefore be monitored to determine if and when it is warranted.
- Forecast traffic volumes at the S. Bermuda Road/E Reata Road intersection would not meet the WSDOT guidelines for providing a left-turn lane on E Reata Road in 2020 regardless of whether the S Bermuda Road or Rachel Road alignment alternative is chosen. However, this improvement would be needed in year 2036.
- The WSDOT right-turn lane guidelines suggest the need for a westbound right-turn lane in 2020 at the S Bermuda Road/E Reata Road intersection with the S Bermuda Road alternative. This improvement is needed in year 2036 regardless of the alignment route chosen.

In the final assessment, the route alignment extension choice should be judged based on construction feasibility as well as impacts to existing neighborhoods. Traffic capacity is not a differentiator between the options.

Should the S Bermuda Road alternative be selected, improvements are recommended at both the S Bermuda Road/E Reata Road intersection and the Leslie Road/E Reata Road intersections as part of The Vista development. These improvements will be needed to support the 20-year buildout of the overall area and should be coordinated with adopted City of Richland plans and policies.

- We recommend the Leslie Road/E Reata Road intersection operations be monitored during phased buildout of The Vista beginning after completion of the first 200 homes at The Vista and that the intersection be signalized if and when warranted.
- Subject to County direction and/or further future analysis completed after partial site development at The Vista, we recommend provision of a westbound right-turn lane on E

Reata Road at S Bermuda Road in conjunction with occupancy of the 150th home at the Bauder site.

Please contact us if you have any questions or wish to discuss our findings.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Julia Kuhn, PE
Senior Principal Engineer

Chris Brehmer, PE
Principal Engineer

Cc: Chad Bettsworth, PE; Pahlisch Homes, Inc.
Jason Mattox, PE; HDJ Design Group, PLLC

REFERENCES

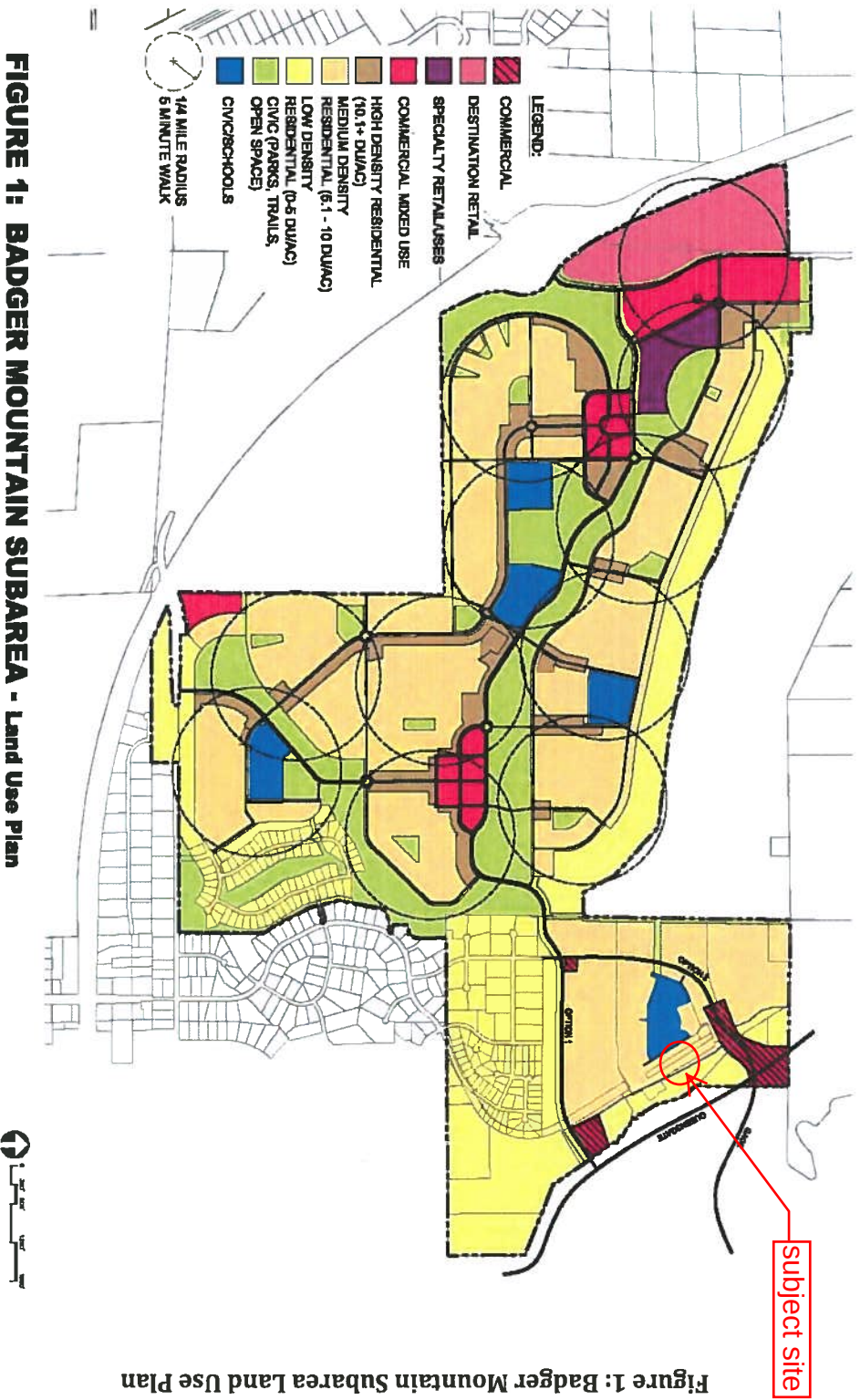
1. Institute of Transportation Engineers. *Trip Generation Manual*, 9th Edition. 2012.
2. City of Richland. Richland Transportation Plan. 2005.
3. Washington State Department of Transportation. *WSDOT Design Manual*. November 2015.

ATTACHMENTS

Appendix 1: Intersection Traffic Counts

Appendix 2: 2020 Intersection Analysis Worksheets

Appendix 3: 2036 Intersection Analysis Worksheets



Chapter 22.12

DEDICATION OR PAYMENT OF FEE FOR PARK, RECREATION AND OPEN SPACE LAND

Sections:

22.12.010 Purpose.

22.12.020 Park impact fees.

22.12.025 Repealed.

22.12.030 Payment of fees.

22.12.035 Repealed.

22.12.037 Repealed.

22.12.040 Review of development applications by the parks and recreation commission.

22.12.045 Repealed.

22.12.050 Dedication of park land in lieu of payment of fees.

22.12.060 Repealed.

22.12.070 Credit for land and/or facilities.

22.12.080 Appeals.

22.12.090 Vesting.

22.12.010 Purpose.

The following sections of this chapter are enacted and shall be liberally construed to effectuate the following purposes:

- A. To aid in the amelioration of adverse environmental impacts of land use and development;
- B. To assure that adequate park and recreational sites and facilities are properly located, developed and preserved to meet the recreational needs of the residents of the city's neighborhoods;
- C. To equitably apportion, on the basis of the additional need created by individual developments, the cost of providing park and recreational sites and facilities necessary to serve the additional families brought into the community by new development;
- D. To aid in implementation of the goals, objectives, policies and standards set forth in the parks and recreation element of the Richland comprehensive plan.

22.12.020 Park impact fees.

As a condition of the granting of approval of any residential zoning or residential development plan under RMC Title 23 or any residential subdivision or residential short subdivision under RMC Title 24 and consistent with the needs and purposes expressed in RMC 22.12.010, a payment of an impact fee shall be required for one or more of the following: the acquisition or development of public open spaces devoted to public parks, playgrounds, and trails and other recreational purposes; provided, that no fee shall be required where the average density of the proposed use or development is one dwelling unit or less per two and one-half acres.

Park impact fees shall be as follows:

Single-family residential unit
\$1,187.00/unit

Townhomes and duplexes
\$1,053.00/unit

Apartments 3 – 4 units
\$922.00/unit

Apartment > 5 units
\$747.00/unit

Mobile homes
\$838.00/unit

Beginning in 2012 and in every year following, fees shall be adjusted January 1st of each year, based on the annual percentage change in the Consumer Price Index, Seattle Urban Wage and Clerical Workers (CPI-W) July through June.

22.12.025 Review by Richland parks and recreation commission.

Repealed by Ord. 24-11.

22.12.030 Payment of fees.

The department shall not approve the final inspection and issue the certificate of occupancy unless and until the impact fees required by this chapter, less any permitted exemptions, credits or deductions, have been paid in full or land has been dedicated per RMC 12.12.050 or park fee credits have been approved by the city. If the payment of impact fees is deferred past the point of permit issuance, the process for the deferral of impact fee payments as set forth in RMC 12.03.085 shall be followed.

A. Fees shall be deposited in a park reserve fund account as established in RMC 3.24.150 through 3.24.170 and shall be used for the acquisition or improvement of park and recreational facilities serving and primarily benefiting residents of the zone with respect to which such payments have been made.

B. Acquisition and/or improvement of such park and recreation facilities shall be made as sufficient funds become available and consistent with the most recent adopted version of the parks and recreation plan.

22.12.035 Criteria for acceptance of park land dedication.

Repealed by Ord. 24-11.

22.12.037 Criteria for acceptance of open space dedication.

Repealed by Ord. 24-11.

22.12.040 Review of development applications by the parks and recreation commission.

The Richland parks and recreation commission shall review and make a recommendation to the city council relating to all development proposals in which the applicant is proposing the dedication of any park, trail or open space property to the city; the development abuts a city park or trail property and/or the applicant is requesting credit or partial credit against fees otherwise required by this chapter for private park improvements or other related private improvements that may have the effect of reducing the need for city parks. Projects that are less than 250 dwelling units in size and that do not abut or adjoin existing city park or trail properties and that do not include any proposed land dedications or requests for park mitigation fee credits shall be exempt from review by the parks and recreation commission; provided, that in any circumstance where the Richland parks and recreation commission reviews any development proposal that also requires review by the Richland planning commission under RMC Titles 23, 24 or 26, the Richland parks and recreation commission review shall occur first, so that the Richland planning commission will have knowledge of any Richland parks and recreation commission recommendation or decision.

22.12.045 Value of dedicated park land.

Repealed by Ord. 24-11.

22.12.050 Dedication of park land in lieu of payment of fees.

The parks and recreation commission shall make a recommendation to council on the acceptance of park land in lieu of fees. Dedication of land for park and/or trail purposes shall be based on criteria within the most current version of the adopted parks and recreation plan. Where the dedication of park land is accepted by the city, the value of such dedication shall be established, based on the average of recent undeveloped residential land sales occurring within the vicinity of the development. Alternatively, an applicant may choose to establish a value through the use of a certified land appraiser; provided, that any such appraisal shall be independently reviewed by a second certified land appraiser. The costs of such appraisals shall be borne by the applicant. These land values shall be used to determine the amount of credit provided against any required park fees.

22.12.060 Time of payment of required fee.

Repealed by Ord. 24-11.

22.12.070 Credit for land and/or facilities.

Credit may be granted for private land and/or facilities which are provided in a residential subdivision or development. Credit may also be granted for improvements made to existing public park land or facilities. Improvements to public or private lands that are eligible for credit are those that assist in meeting the need for neighborhood recreational lands or facilities and which implement the most current adopted version of the parks and recreation plan. Projects for which credit may be granted include the provision of usable open space containing minimum improvements (irrigation system, ground cover and landscaping) and/or the provision of facilities typically associated with neighborhood parks and playgrounds. All park improvements and installation of park facilities and/or equipment eligible for such credit shall be subject to the approval of the parks and recreation department for conformance with city standards. The amount of credit to be granted, if any, shall be determined by the Richland parks and recreation commission and shall be based on the value of the land and/or facilities provided, the suitability of such land and/or facilities for activities typically associated with neighborhood parks and playgrounds, the ability of the land and/or facilities to serve public and private recreational needs of the neighborhood, and the impact on implementation of the parks and recreation element of the Richland comprehensive plan.

Requests for credit shall be submitted to the city planning and development services division and shall contain the following information:

A. A site plan showing:

1. Scale of the drawing and the boundaries, dimensions and orientation of the site to true north;
2. Topography at a minimum two-foot contour interval;
3. Location and layout of existing physical characteristics (vegetation, natural waterways and drainage ways, rock outcroppings, etc.) indicating any significant features to be removed, improved or preserved;
4. Location and layout of proposed improvements including landscaping, irrigation system, pathways and trails, play areas and playground equipment, lighting, fencing, structures, etc.;
5. Ingress, egress and internal circulation for the site;
6. Relationship of the site and proposed improvements to adjoining property.

B. An itemized list of the proposed improvements including a description, the quantity, and estimated per-unit cost figure for the individual improvements.

C. A statement of the methods and/or provision for ownership, maintenance and use of the site and proposed improvements.

D. Any other materials and/or information determined by the city to be necessary or appropriate.

The city parks department shall coordinate review of the request for credit and shall forward same to the Richland parks and recreation commission, which shall review the request for credit and determine the amount of credit to be granted, if any. If the granting of credit is determined to be appropriate, the value established therefor shall be deducted from the fees owed under RMC 22.12.030.

22.12.080 Appeals.

Appeal to the parks and recreation commission concerning interpretation or administration of this title may be taken by any person aggrieved. Such appeals shall be taken within 10 days from the date of the order, requirement, decision or determination by filing with the city planning and development services division a notice of appeal specifying the grounds thereof, together with a \$100.00 filing fee. The planning and development services division shall transmit to the parks and recreation commission all papers constituting the record upon which the action appealed from was taken. The parks and recreation commission shall conduct a hearing of the appeal within 45 days after the filing of the notice of appeal. Written notice of such hearing shall be mailed at least 10 days before said hearing to the parties in interest. At the hearing, any party may appear in person or by agent or attorney. Any decision made by the Richland parks and recreation commission may be appealed to the Richland city council.

22.12.090 Vesting.

Any person, firm or corporation who has dedicated land to the city through the platting process, for park purposes and/or has made improvements to city park land to satisfy the requirements of this chapter prior to the adoption of this ordinance amendment on October 4, 2011, to fully satisfy the requirements of this chapter shall not be assessed any additional fees or required to dedicate additional park land under this chapter. Any person, firm or corporation who has dedicated land and/or made improvement to city park land to partially satisfy the requirements of this chapter shall be given credit for the percentage of the required fee that has been satisfied. Any person, firm or corporation, who applies for building permits for residential units, after October 4, 2011, shall pay fees in accordance with the current provisions of this chapter.

Looking Northwest



Looking North



Looking East



Looking South



Looking Southwest



Looking West

Future Queensgate Drive

Primary
Drive





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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“WESTCLIFFE HEIGHTS II”
PRELIMINARY PLAT AND REZONE APPLICATION**

FILE NUMBERS: S2017-103 (PLAT) AND Z2017-105 (REZONE)

APPLICANT: MARK BAUDER

APPLICATIONS: TO SUBDIVIDE 3.47 ACRES INTO 11 SINGLE FAMILY RESIDENTIAL LOTS AND TO REZONE THE SITE FROM AG (AGRICULTURE) TO R-1-10 (LOW DENSITY RESIDENTIAL)

LOCATION: IN THE SOUTH RICHLAND AREA, BELOW THE TOP OF “LITTLE BADGER MOUNTAIN” GENERALLY EAST OF BERMUDA ROAD AND WEST OF MEADOW HILLS DRIVE; THE SITE IS RELATIVELY FLAT AND LIES BETWEEN THE WEST BOUNDARY OF THE PREVIOUSLY APPROVED PLAT OF WESTCLIFFE HEIGHTS AND THE FUTURE EXTENSION OF QUEENSGATE DRIVE, WHICH WAS REQUIRED AS A CONDITION OF APPROVAL FOR THE WESTCLIFFE HEIGHTS SUBDIVISION. THE 11 LOTS ALL ABOUT THE 54-FOOT WIDE ROADWAY THAT WILL CONNECT WESTCLIFFE HEIGHTS WITH THE NEW QUEENSGATE EXTENSION. FOLLOWING A SHORT-PLAT APPROVED EARLIER THIS YEAR, THE SITE IS PART OF BENTON COUNTY TAX PARCEL No. 1-3498-200000-5002

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: DECEMBER 1, 2017

I. PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS.

Mark Bauder, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide the property on or about August 16, 2017, and a Rezone application on a later date. Following review of submittals provided by the applicant, staff acknowledged receipt of complete application materials on or about September 21, 2017. (*Exhibit 1, Preliminary Plat Application; Staff Report, page 7*). Hearing notices were mailed, posted and published in accord with city requirements, between October 18-22, 2017. (*Id.*).

The combined applications would Rezone a 3.47 acre site from AG (Agriculture) to R-1-10 (Low Density Residential) and subdivide 3.47 acres into 11 single family residential lots. The site is located in the South Richland area, below the top of “little Badger Mountain” generally East of Bermuda Road and west of Meadow Hills Drive. The site is relatively flat and lies between the west boundary of the previously approved plat of Westcliffe Heights and the future extension of Queensgate Drive, which was required as a condition of approval for the Westcliffe Heights subdivision. The 11 lots that would be created via this Preliminary Plat application will all abut the 54-foot wide roadway that will connect the much-larger Westcliffe Heights plat with the new Queensgate extension. Following a short-plat approved earlier this year, the site is part of Benton County Tax Parcel No. 1-3498-200000-5002.

SEPA Compliance.

Exhibit 5 is the Environmental Checklist submitted by the applicant for project, and *Exhibit 6* is the City’s Determination of Non-Significance (DNS) issued for this matter, focusing on the Preliminary Plat application. The Staff Report, at pages 8-9, fully explains how the pending Rezone application is categorically exempt from SEPA. The SEPA comment period for the City’s SEPA threshold determination, the DNS, expired on October 24, 2017, and no one, including public agencies notified of the pending applications, submitted any comments opposing the project. No one appealed the SEPA threshold determination issued for the project. (*See WAC 197-11-545, re: failure to provide timely comment is construed as lack of objection to environmental analysis*). With such documentation and process, the pending application satisfied applicable SEPA review requirements, and stands unchallenged for purposes of this Recommendation.

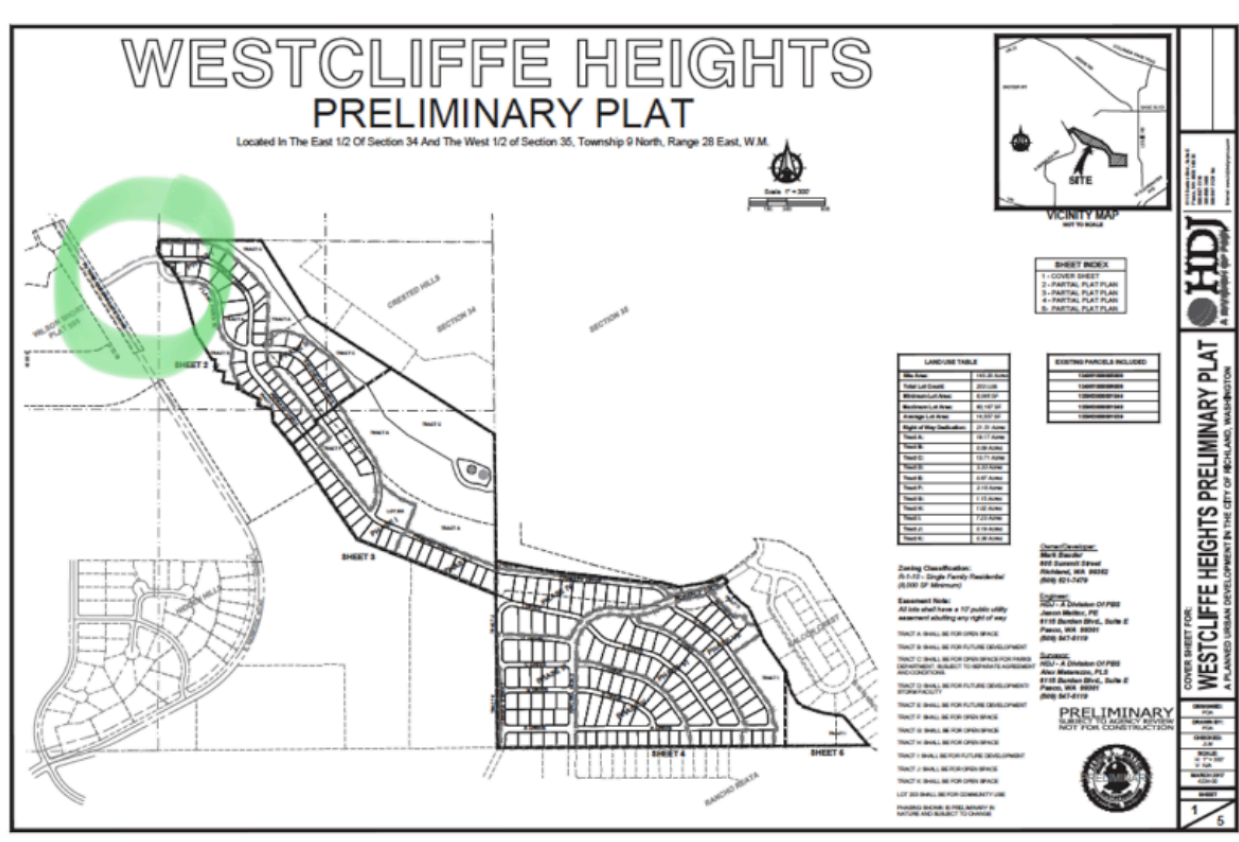
Public Hearing.

A single, combined open-record public hearing for the two applications occurred on November 13, 2017, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff and Applicant representatives appeared at the hearing. In contrast to the crowded hearing room earlier this year for the much-larger Westcliffe Heights Plat, no members of the general public or surrounding neighborhood

residents attended or spoke at the hearing, and no local residents submitted any written comments regarding the Westcliffe Heights II Rezone and Preliminary Plat applications. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, several weeks before the hearing, and again on the day of the hearing.

Location map

For the reader's convenience, the Examiner marked a copy of the previously approved cover page from the Westcliffe Heights Preliminary Plat site plans to provide a circle around the general area at issue in this combined Westcliffe Heights II Preliminary Plat and Rezone application:



II. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding “Westcliffe Heights II – Preliminary Plat and Zone Change”, File Nos. S2017-103 (Preliminary Plat) and Z2017-105 (Rezone), dated November 14, 2017;

1. Preliminary Plat application cover sheet;
2. Westcliffe Heights II, Preliminary Plat proposed site plan;
3. Boundary Line Adjustment Survey;
4. Public Notices and confirmation records;
5. Environmental Checklist;
6. SEPA Determination of Non-Significance (DNS);
7. Agency comments;
8. Technical Advisory Committee Report;
9. Geotechnical engineering report;
10. Traffic Study by Kittelson & Associates;
11. Badger Mountain South Subarea Land Use Plan map;
12. RMC Chapter 22.12;
13. Site Photos;
14. Overview of previous Westcliffe Heights “I” Preliminary Plat map, provided at the public hearing by the applicant’s engineer, Mr. Mattox;
15. *City of Richland, Ordinance No. 25-10, adopting the Badger Mountain Subarea Plan, passed on September 7, 2010;
16. *Badger Mountain Subarea Plan, dated July 2010, includes land use map as Figure 1, on page 20, showing site of proposed rezone within Residential, *not* Agricultural, zoning designation; and
17. *Application for Rezone, from AG to R-1-10, dated Sept. 29, 2017.

*Exhibits 15, 16 and 17 were transmitted to the Examiner on December 1st and have been included as part of the Record for this matter, making it easier and more convenient for the City Council and other interested parties to review relevant documents that were not readily available on the city’s website or in the original packet provided to the Examiner.

Following receipt of the requested post-hearing materials, the Record closed on December 1st, and this Recommendation is now in order.

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

1. Shane O'Neill, Senior Planner, for the City of Richland; and
2. Jason L. Mattox, PE, Senior Engineer/Operations Manager with the PBS Engineering firm, for the applicant.

III. APPLICABLE LAW.

Rezone Application.

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).

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).

Preliminary Plat Application.

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).

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

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

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

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

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

Richland Municipal Code 24.12.053 Preliminary plat – Required findings.

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

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

² In this Recommendation and exhibits included in the Record, preliminary plat and preliminary subdivision mean the same thing, and use of one term should be read to apply to the other to the extent anyone views the terms to have distinct meanings, which for the purposes of this Recommendation, they do not.

³ "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

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

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

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

And RMC 19.60.095 mandates the following additional findings:

19.60.095 Required findings.

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

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

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

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

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

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

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

IV. ISSUES PRESENTED.

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

Short Answer: Yes to both. The site is already identified as appropriate for Residential zoning in the Badger Mountain Subarea Plan adopted for the area in 2010; *and* development activity surrounding and impacting the project area, particularly construction of the new Queensgate road extension with its connection leading into the previously-approved Westcliffe Heights Preliminary Plat immediately east of the project site, constitutes a substantial change of circumstances that fully warrants the requested rezone for the property.

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

Short Answer: Yes.

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

Short Answer: Yes.

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

V. FINDINGS of FACT.

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval includes a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies

provisions of applicable law, is consistent with the city's Comprehensive Plan and the Badger Mountain Subarea Plan adopted for the area at issue in this matter and is designed or conditioned to comply with applicable development standards and guidelines.

3. At the hearing, Mr. O'Neill summarized his Staff Report and recommendation of approval for the requested rezone and proposed plat.
4. Mr. O'Neill (and the Staff Report) noted that the proposed 11-lot subdivision lies entirely within the city's urban growth area, and has been designated for Low Density or Medium Density Residential land uses in the Badger Mountain Subarea Plan, a portion of the City's Comprehensive Plan, although it is now zoned AG (Agriculture) in the City's code.
5. The pending rezone request must first be approved for the preliminary plat application to be valid.
6. There is no dispute that the project site lies within a portion of the Badger Mountain Subarea Plan, which was adopted by the Richland City Council through passage of Ordinance No. 25-10, on September 7, 2010. (*Exhibit 15*).
7. The preferred land use map for properties located in the Badger Mountain Subarea is generally depicted on *Exhibit 11*, which was derived from Figure 1, on page 20, of *Exhibit 16*. While the relatively-small portion of land that is at issue in this matter is difficult to pinpoint on either map – given the fact that they were created before final road alignments for a future Queensgate roadway extension were determined, and that the Westcliffe Heights II project site was vacant and undeveloped, with no roads or clearly marked physical features to use in locating the site on maps created in 2010 – there is no dispute that the “Westcliffe Heights II” site lies entirely within a Residential, *not* Agricultural, zoning designation. It is difficult to see if the site is part of a “Low-Density” or “Medium-Density” Residential designation.
8. Nevertheless, with just 11 lots proposed on a relatively flat 3.47-acre site, the Staff Report indicates that the proposed plat falls within any applicable density limit calculation.
9. Given that the Westcliffe Heights II project site will physically connect with the recently approved Westcliffe Heights plat, and that all eleven of the proposed lots will abut the new connector road that will be constructed to link the Westcliffe Heights subdivision with the new Queensgate roadway extension, the Examiner finds that it would be in the public interest to rezone the Westcliffe Heights II site to the same zoning designation assigned to the neighboring Westcliffe Heights subdivision, which is R-1-10, Low-density Residential.
10. Development activity surrounding and impacting the project area, particularly many new single-family homes constructed on nearby properties and the construction of the new Queensgate road extension with its connection leading into the previously-approved Westcliffe Heights Preliminary Plat immediately east of the project site, constitute(s) a

substantial change of circumstances that fully warrants the requested rezone for the property from the “AG” zone to a single-family residential zone.

11. Mr. O’Neill and the Staff Report credibly explained that all City services are readily accessible and available to serve the small, proposed new plat.
12. The applicant’s project Engineer and hearing representative, Jason Mattox, from the PBS Engineering firm, appeared at the public hearing and stated that he is in agreement with staff on how the project is presented in the Staff Report and that he has no objections to the recommended conditions set forth therein.
13. The Examiner takes official notice of his Recommendation issued in July of this year for the Westcliffe Heights Preliminary Plat. The Record and findings for the Westcliffe Heights Preliminary Plat, identified as File No. S2017-101, fully support both pending applications and are incorporated herein by reference as findings of fact supporting this Recommendation of approval for the requested Rezone and Preliminary Plat known as Westcliffe Heights II.
14. The Examiner finds that the street network surrounding the proposed plat was designed and constructed to meet city standards, with capacity to provide for the future needs of other undeveloped properties in the general vicinity, specifically including the property at issue in this matter.
15. The Rules of Procedure for the Richland Hearing Examiner explain that the Examiner is not to be concerned with the popularity of a matter presented but whether it meets the requirements of the applicable code, policy or regulation. The examiner's decision or recommendation must be based on the record of the proceedings before the examiner. *(Richland Hearing Examiner Rules of Procedure, Introduction, at page 2).*

Findings specific to the requested Rezone

16. Based on the record, particularly the single family residential zoning classification options that are available for properties in the area of the rezone, the Examiner finds and concludes that the requested rezone from AG to R-1-10, is entirely consistent with the R-1-10 zoning designation assigned to surrounding residential properties in the area, specifically the much-larger Westcliffe Heights I plat, with which this new project is an obvious connection.
17. Standing alone, the requested rezone conforms to the Comprehensive Plan’s subarea plan for the Badger Mountain Subarea, because the plan already identifies the site as suitable for low or medium density residential uses. The pending rezone would implement the Badger Mountain Subarea plan for the application site.
18. The requested rezone bears a substantial relationship to the public health, safety, and general welfare. It allows for development of additional housing choices, it promotes infill

housing on a vacant, relatively flat parcel that is already or will soon be served by a full-range of public services, including adequate utilities, roads, and sidewalks.

19. The requested rezone is appropriate in the context of adjacent properties. The requested rezone will allow for 11 single-family residential lots, which would not be possible under the AG zone that was initially adopted for the site when the area was first annexed into the City of Richland.
20. The Staff Report includes a number of specific findings and explanations that establish how the underlying rezone application satisfies provisions of applicable law and is consistent with the city's Comprehensive Plan, the Badger Mountain Subarea Plan, and zoning regulations.

Findings specific to the Preliminary Plat application

21. RCW 58.17.110(2) expressly mandates that a city "shall approve" a proposed subdivision that makes appropriate provisions for various factors, all addressed in the city's approval criteria set forth in RMC 24.04. The Staff Report, testimony at the public hearing, and written materials included in the Record, all establish that the proposed application, as conditioned, makes appropriate provisions for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school.
22. If the rezone request is approved, as recommended herein, then denial of the pending preliminary plat application would run counter to city zoning, subdivision, and development regulations. Zoning, density, environmental, transportation concurrency and other requirements needed for approval have all been satisfied as discussed in the Staff Report.
23. RMC 24.04.020 explains that the purpose of the City's platting and subdivision codes is "*in furtherance of the comprehensive plan of the city*" and that such regulations contained in the city's platting and subdivision codes "*are necessary for the protection and preservation of the public health, safety, morals and the general welfare, and are designed, among other things, to encourage the most appropriate use of land throughout the municipality; to lessen traffic congestion and accidents; to secure safety from fire; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of population; to promote the coordinated development of unbuilt areas; to secure an appropriate allotment of land area in new developments for all the requirements of community life; to conserve and restore natural beauty and other natural resources; and to facilitate the adequate provision of transportation, water, sewerage and other public uses and requirements.*" The effect of this provision boils down to this: compliance with the City's Comprehensive Plan can be established, or at least partially established, through compliance with the city's platting and subdivision regulations found in Title 24 of the

Richland Municipal Code. In this matter, substantial evidence in the record establishes compliance by the proposed plat (as conditioned herein) with the city's land platting regulations that are applicable to this project, thus implementing and complying with the City's Comprehensive Plan. (*See Staff Report, all Findings*).

24. No one presented any credible, substantial evidence to rebut City staff's determination explained in the Staff Report that the proposed plat would not cause the level of service standards on any adjacent streets to fall below the levels set by the Richland City Council in RMC 19.60.095(D). Substantial evidence in the record establishes that the South Richland transportation system improvements, funded in part by transportation impact fees to be paid by the developer of the proposed plat, more than satisfies the transportation concurrency mandates explained in the same provision of the City's code.
25. The applicant's proposed plat design, which makes efficient use of and access connections onto a code-compliant local street that will connect the Westcliffe Heights plat with the new Queensgate roadway extension, merits approval.

Proposed plat will provide public benefits

26. The applicant's submittals and the Staff Report establish that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, efficient use of available utility connections and existing roadways or those already under construction, and other features that will serve to promote health benefits of a sustainable, appropriately connected, pedestrian-friendly community.
27. Except as modified in this Recommendation, all Findings, and statements of fact contained in the Staff Report, are incorporated herein by reference as Findings of the undersigned-hearing examiner.⁴
28. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: See Staff Report, including without limitation the Analysis provided on pages 10, 11 and 12, and proposed findings on pages 12-15.
 - B. Open Spaces: The large lot sizes for the proposed 11 lots provide ample room to configure home sites that allow for yards and open areas not available in projects with greater density. Homes built in the new plat will be required to pay park impact fees,

⁴ For purposes of brevity, only certain Findings from the Department's Recommendation are highlighted for discussion in this Recommendation, and others are summarized, but any mention or omission of particular findings should not be viewed to diminish their full meaning and effect, except as modified herein. The Examiner notes that manifest errors included in the Staff Report have been disregarded, such as references to connections with Gage Blvd. and credits for same, appearing on page 16.

which are used to support acquisition and development of parks and open space for city residents. *See Staff Report, page 14, item 20, and discussion in item H below.*

- C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. The plat will provide on-site stormwater detention/treatment, and rely on storm water facilities now under development as part of the attached-Westcliffe Heights plat, which has sufficient capacity to serve the small, 11-lot Westcliffe Heights II plat. *Staff Report, page 11; Ex. 8, Technical Advisory Committee Report, recommended Storm Water conditions 38-49.*
- D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 8, Technical Advisory Committee Report and proposed conditions, including without limitation Traffic conditions 24-30.*
- E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, which provides service along Keene Road and Gage Boulevard, about 3.5 miles away.
- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Staff Report, page 10; Ex. 8, recommended Domestic Water conditions on page 5, and recommended Irrigation condition no. 18.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 10; Ex. 8, recommended Sanitary Sewer conditions on page 6.*
- H. Parks and recreation, playgrounds, schools: The 11 new lots will be required to pay park impact fees. There are, or will soon be, ample parks, recreation opportunities, playgrounds, and open spaces very close to the proposed new plat. For instance, the previously approved Westcliffe Heights plat will include Open Space Tracts A, F, G, H, J and K, which will serve as passive recreational opportunities to the residents of that new plat, to be held and managed by the Westcliffe Heights homeowners

association. Presumably, as the same owner now holds both Westcliffe I and II, the smaller plat (WC II) will also be part of the homeowners association. Westcliffe Heights I included Tract C, a 13.7-acre area that will be dedicated to the city for public recreation purposes. Crested Hills Park is a public 5.8-acre neighborhood park located approximately east of the proposed plat. Badger Mountain Park, with 41.5 acres, is located near the proposed plat, and contains outdoor sports fields and courts able to serve recreational needs in the vicinity, including the new plat. *See Staff Report, page 10.* The plat is located in the Richland School District. Orchard Elementary School is located a short distance from the new plat, on Gala Way. The School District indicated that they did not have any specific concerns or suggested conditions for the proposed plat. *Staff Report, pages 10 and 11.*

- I. Planning features to assure safe walking conditions for students: See street network, road design for proposed plat, curb, gutter, sidewalk requirements. *Staff Report; Ex. 2, site plans for new plat; Ex. 8, Design Standards, item 20(x).*

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

VI. CONCLUSIONS of LAW.

1. The applicant has met his burden to demonstrate that the requested rezone conforms to, and in fact implements objectives of, the City's Comprehensive Plan, particularly the Badger Mountain Subarea Plan. *Findings; Staff Report.*
2. The applicant has met his 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, and limited number (11) of additional single family residential homes such as that envisioned for the rezone site. The rezoned property can provide for an appropriate level of single family residential development in a manner that is compatible with the character of the existing uses and zoning districts for properties in the immediate vicinity.
4. The rezoned site will not be materially detrimental to uses or property in the immediate vicinity of the subject property.

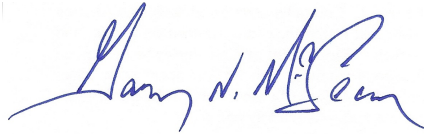
5. As in all dynamic urban areas, circumstances in the area of the rezone site have, and will continue to change, from those in existence when the original AG zoning was adopted for the site. The rezone will fully implement the City's Subarea plan for the site, and finally apply a Residential zone to the site, instead of the AG zone, which is not consistent with the property's location within the city's designated urban-growth area. The 11-lot subdivision would not be possible under the outdated AG zoning designation
6. While the pending rezone application is categorically exempt from formal SEPA review, the record demonstrates that the potential for adverse impacts is very unlikely. And, despite the ample public notice issued for the application, no one spoke or submitted any written comments opposing the pending rezone request or the connected preliminary plat application for the property.
7. As required by RMC 19.50.010(C), the record includes staff assurances that the transportation system is sufficient to accommodate the type of development envisioned with the proposed rezone. The site visit to the area confirms that no transportation concurrency problems should arise as a result of the relatively small subdivision addressed in this matter.
8. Based on the record, the applicant demonstrated its rezone application merits approval, meeting its burden of proof imposed by RMC 19.60.060.
9. Based on the Findings provided above, the undersigned examiner concludes that the proposed preliminary plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates any potential adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
10. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as *Exhibit 8*, are reasonable, supported by the evidence, and capable of accomplishment.
11. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

VII. RECOMMENDATION.

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, the undersigned Examiner recommends that the City Council:

- a) APPROVE the requested rezone for the Westcliffe Heights II project area, from AG (Agriculture) to R-1-10 (Single Family Residential, low-density); and
- b) APPROVE the "*Westcliffe Heights II Preliminary Plat*" application, subject to the proposed Conditions of Approval included in the City's Technical Advisory Committee Report, which are adopted and incorporated herein by reference.

Recommendation issued: December 1, 2017.



Gary N. McLean
Hearing Examiner for the City of Richland

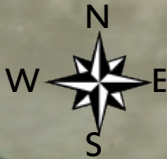


Queensgate
Extension

Westcliffe Heights II

Plat of Westcliffe
Heights

Bermuda Road





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Ordinances - First Reading

Key Element: Key 7 - Neighborhoods & Community Safety; Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 59-17, Amending RMC Chapter 12.11 Streets and Sidewalks, Intersection Sight Distance

Department:

Public Works

Ordinance/Resolution Number:

59-17

Document Type:

Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 59-17, amending RMC Title 12, Streets and Sidewalks related to intersection sight distance.

Summary:

Richland Municipal Code Chapter 12.11 addresses the sight distance requirements at all intersections and non-residential driveways. The purpose of these requirements is to provide sufficient vision to allow drivers to avoid vehicle conflicts when entering the roadway from a side street or non-residential approach.

Property owners are required to keep the vision clearance triangle clear of obstructions. Code Enforcement is charged with addressing vision clearance triangle violations. Concerns on the interpretation of the existing code led to a complete review of RMC Chapter 12.11 by the Traffic Engineer. This review also involved other Public Works staff, the City Attorney and Code Enforcement staff.

Revisions include reducing the driver setback criteria, modifications to the table to simplify interpretation, and modifications to the vertical clearance dimensions. These revisions provide for adequate sight distance while minimizing the impact to private property.

Staff recommends approval of Ordinance No. 59-17 for first reading.

Fiscal Impact:

There is no financial impact to the City associated with this code change. The community impact through Code Enforcement actions and required private property modifications will be reduced under the revised code.

Attachments:

1. Ordinance No. 59-17

ORDINANCE NO. 59-17

AN ORDINANCE of the City of Richland Amending
Title 12: Streets and Sidewalks, of the Richland Municipal
Code regarding Intersection Sight Distance.

WHEREAS, the City of Richland has need, from time to time, to amend the Richland Municipal Code (RMC) to promote the health, safety and general welfare of the citizens of the community; and

WHEREAS, RMC Chapter 12.11 addresses the sight distance requirements at all intersections and nonresidential driveways; and

WHEREAS, revisions to the Vision Clearance Triangle table are needed to add clarity for compliance and enforcement decisions.

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

Section 1. RMC Chapter 12.11, titled Intersection Sight Distance, as enacted by Ordinance No. 10-86 and last amended by Ordinance No. 41-15, shall be amended to read as follows:

Chapter 12.11 INTERSECTION SIGHT DISTANCE

Sections:

- 12.11.010 Purpose.**
- 12.11.020 Sight distance required.**
- 12.11.030 Requirements for the establishment of a vision clearance triangle.**
- 12.11.040 Requirements of property owner.**
- 12.11.050 ~~Violations – Penalties.~~ Traffic control device obstruction.**
- 12.11.060 Violations – Penalties.**

12.11.010 Purpose.

This chapter is intended to ensure that all intersections, ~~and~~ nonresidential driveways, and marked crosswalks shall have an unobstructed sight distance along any approach ~~not protected by a traffic signal to an intersecting roadway or crosswalk.~~ A vision clearance triangle shall be created sufficient to allow drivers to avoid vehicle conflicts for all approaching ~~or departing~~ vehicles traveling at or less than the maximum speed limit. ~~Right turning vehicles shall not be considered protected by a traffic signal.~~

12.11.020 Sight distance required.

The required vision clearance triangle shall be a sight distance as specified in ~~Chapter 9, Intersections, of the American Association of State Highway and Transportation Officials~~

~~(AASHTO) Edition of "A Policy on Geometric Design of Highways and Streets" in the minimum dimensions listed in~~ Table 12.11.020, Vision Clearance Triangle – Minimum Dimensions. The Standard Dimensions from the table shall be used unless a striped bike lane or legal on-street parking is present, in which case the Alternate Dimensions may be used. At signalized intersections, Dimensions B and C shall be as provided in Table 12.11.020 using the rows for right-turns only., ~~and Dimension C shall be 50 feet. Copies of the AASHTO publications are available for review at the office of the Richland city engineer.~~ The minimum standard in Table 12.11.020 may be increased or decreased by the ~~city of Richland director of public works~~ Public Works Director upon recommendation by the Traffic Engineer for locations where horizontal curvature along the main roadway is present such that a site-specific calculation is necessary to establish ~~it has been determined by an engineering report that the minimum standards listed do not provide~~ a safe sight distance. In these cases, the vision clearance triangle will be established based upon the guidelines in the 2011 American Association of State Highway and Transportation Officials (AASHTO) Edition of "A Policy on Geometric Design of Highways and Streets", Chapter 9, with driver setbacks of 14.5 feet as well as driver and object heights of 3.5 feet each.

For marked crosswalks, available sight distance between an approaching vehicle and pedestrians at a crosswalk shall be required to be at least the Stopping Sight Distance (SSD) for approaching vehicles as identified in Table 12.11.020 and measured from the back of sidewalk at the pedestrian ramp(s) to the drivers' eye position on the roadway approach.

Standard vision clearance triangles for roundabouts shall be defined by a line drawn from the back of sidewalk at the pedestrian ramp on the roundabout approach leg to the back of sidewalk at the pedestrian ramp on the immediate downstream departure leg which also encompasses the entire flat landing areas for the pedestrian ramps. Variances to increase or decrease the standard roundabout vision clearance triangle may be required or allowed by the Public Works Director upon recommendation of the Traffic Engineer. Typically, these recommendations would be based on required Stopping Sight Distance using guidelines established in the 2011 American Association of State Highway and Transportation Officials (AASHTO) Edition of "A Policy on Geometric Design of Highways and Streets", Chapter 3, using a brake reaction time of 1.0 seconds since the driver should be in an alerted state due to entering a controlled intersection.

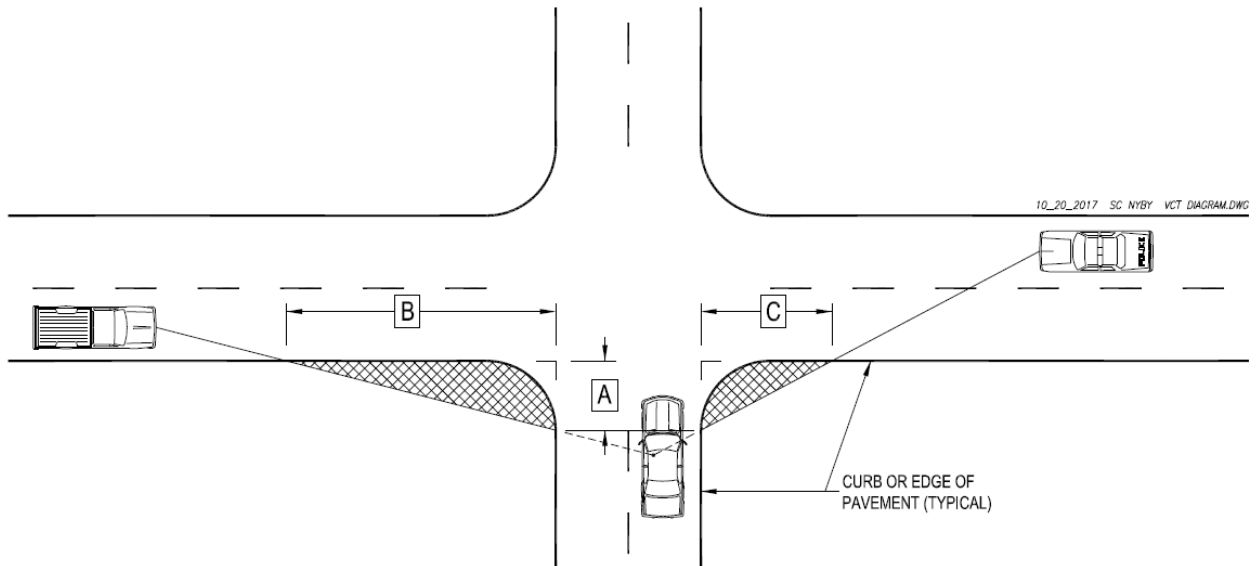
Table 12.11.020

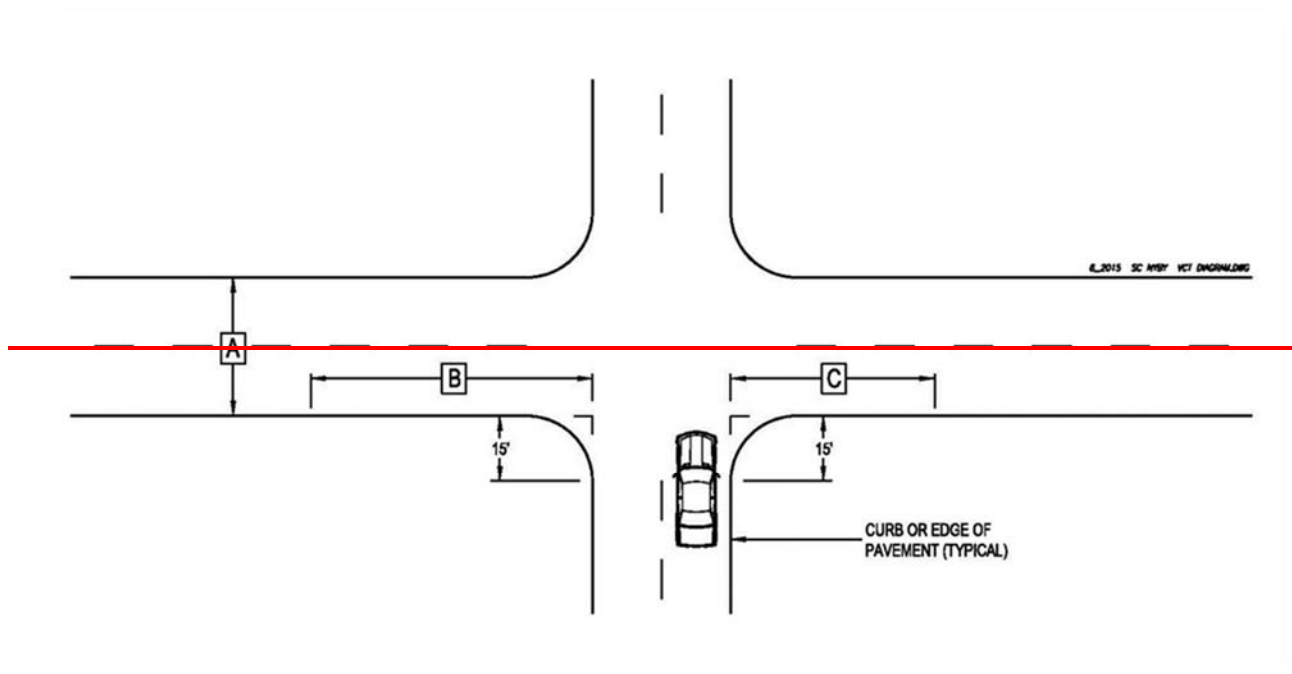
VISION CLEARANCE TRIANGLE – MINIMUM DIMENSIONS

Vision Clearance Triangle - Minimum Dimensions								
MPH	Number of Thru Approach Lanes from the Left	Standard Vision Clearance Dimensions			Alternate Vision Clearance Dimensions when Parking or Bike Lane is Present			Stopping Sight Distance (SSD)
		Measured from Curb Line or Edge of Pavement			Measured from Curb Line or Edge of Pavement			
		A	B	C	A	B	C	
25	Right-turns Only	13	155	50	8	95	50	155
	1		180	110		110	70	
	2		190	85		120	55	
	3		205	70		125	45	
30	Right-turns Only	13	185	50	8	115	50	200
	1		215	135		135	85	
	2		230	105		145	65	
	3		245	85		155	55	
35	Right-turns Only	13	220	50	8	135	50	250
	1		255	155		160	100	
	2		270	120		170	75	
	3		290	100		180	65	
40	Right-turns Only	13	250	50	8	155	50	305
	1		295	180		180	110	
	2		315	140		195	85	
	3		335	115		205	75	
45	Right-turns Only	13	285	50	8	175	50	360
	1		330	205		205	125	
	2		355	155		220	100	
	3		375	130		230	80	

MPH	STREET WIDTH	VISION CLEARANCE TRIANGLE DISTANCE (FEET)	
	A	B	C
25	30	140	95
	36	125	90
	40	115	85
	48	165	85
	56	145	80
30	30	170	115
	36	155	110
	40	145	105
	48	200	105

MPH	STREET WIDTH	VISION CLEARANCE TRIANGLE DISTANCE (FEET)	
	A	B	C
	56	180	100
35	30	205	135
	36	185	130
	40	175	125
	48	240	125
	56	215	120
40	30	235	160
	36	215	150
	40	205	145
	48	275	145
	56	250	135





12.11.030 Requirements for the establishment of a vision clearance triangle.

Between a height of ~~two~~ three feet and ~~40~~ eight feet, as measured from the edge of the adjoining roadway (at the gutter line), a required vision clearance triangle shall be free of all structures, fences, vegetation, signs, retaining walls, cut slopes and any other sight obstructions~~s, which either individually or collectively obscure an area in excess of 18 inches in width.~~ Legally parked vehicles, utility poles, streetlight poles, and traffic control devices shall not be considered sight obstructions in the vision clearance triangle. Additional objects 12 inches in diameter and smaller (including tree trunks and sign posts) may be allowed within sight distance areas if located individually or in combination so as not to substantially restrict the drivers' view of approaching traffic or pedestrians. If there is vertical curvature on the primary roadway within 500 feet of the driveway or minor roadway, then the clearance heights may require adjustments based on an engineering evaluation. The Public Works Director, upon recommendation of the Traffic Engineer, shall determine what objects, if any, are allowed within sight distance triangles and if any height modifications are required.

~~Variances to this requirement may be granted by the Richland director of public works if an item proposed to be located within the vision clearance triangle is determined by him to not constitute a sight obstruction; however, no variances may be granted within the first 50 feet of the vision clearance triangle as measured along distances B or C as set forth in Table 12.11.020.~~

12.11.040 Requirements of property owner.

The city may require an owner of property to remove any and all sight obstruction necessary to meet the required unobstructed sight distance as specified. In the event an owner of property refuses to remove the sight obstruction upon request, the city may

remove the sight obstruction with city forces or by contract and bill the owner of the property for any and all expenses incurred. The city shall be under no obligation to reimburse the owners of said property for any loss or damage resulting from said removal.

12.11.050 Traffic Control Device Obstruction.

Notwithstanding any other provision of this code, no person may install, set out, or maintain any fence, hedge, shrubbery, natural growth, or other obstruction which impedes the view of a vehicle operator of any traffic signal, stop sign, or yield sign. Traffic signals, stop signs, and yield signs must be completely and continuously visible from a point of 9 feet from the right edge of the travel lane and at a minimum distance in advance of the traffic control devices listed in Table 12.11.050. If it is impractical to achieve the necessary sight distance in advance of a traffic control device, the Public Works Director may consider alternative mitigations based upon recommendations by the Traffic Engineer.

Table 12.11.050

SIGHT DISTANCES IN ADVANCE OF TRAFFIC SIGNALS, STOP, AND YIELD SIGNS

<u>Posted Speed Limit (mph)</u>	<u>Distance in Advance of Traffic Control Device (feet)</u>
<u>25</u>	<u>215</u>
<u>30</u>	<u>270</u>
<u>35</u>	<u>325</u>
<u>40</u>	<u>390</u>
<u>50</u>	<u>460</u>
<u>55</u>	<u>625</u>

Other city-owned traffic signs, not including traffic signals, stop, or yield signs, must be completely and continuously visible from a point of 9 feet from the right edge of the travel lane and at a minimum distance in advance of the signs of 100 feet.

12.11.050-060 Violations – Penalties.

Any person who has violated any provision of this chapter shall have committed a civil infraction subject to a civil penalty as set forth in RMC 10.02.050(E).

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

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, Washington, at a regular meeting on the _____ day of _____, 2018.

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: 12/19/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 51-17, Approving Amendments to the 2017 Budget

Department:

Administrative Services

Ordinance/Resolution Number:

51-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 51-17 amending the 2017 Budget.

Summary:

The proposed Ordinance No. 51-17 will amend the 2017 budget appropriations. Additional appropriations in the amount of \$10,344,519 are identified in the attached worksheet. The increases are primarily the result of new grant awards, community donations, overtime associated in fire services, fleet repairs and purchases, increased bond revenue, increases in health benefit claims and other expenditures not originally addressed within the 2017 operating budget. New revenues support \$8,514,607 of the increase. The remaining \$1,829,912 is funded by the use of existing fund balances. The attached document lists the increase in appropriations for each fund, with a brief description of the nature of the increase.

A public hearing was held on December 5, 2017 and first reading to Ordinance No. 51-17 with no exceptions taken. Staff recommends approval of Ordinance No. 51-17 for passage.

Fiscal Impact:

Yes The total increase in appropriations to the 2017 operating budget is \$10,344,519.

Attachments:

1. Ordinance No. 51-17
2. 2017 Appropriation Changes

ORDINANCE NO. 51-17

AN ORDINANCE of the City of Richland amending the 2017 Budget to provide for additional appropriations in the City General Fund, Streets Fund, Park Reserve Fund, Criminal Justice Sales Tax Fund, Hotel/Motel Fund, Community Dev Block Grant Fund, HOME Fund, LTGO Bonds Fund, Streets Capital Construction Fund, Capital Improvement Fund, Park Project Construction Fund, Water Utility Fund, Wastewater Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Equipment Maintenance Fund, and Post Employment Healthcare Fund and in certain of these funds, declaring that a public emergency exists.

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

WHEREAS, certain additional revenue sources have been identified that were not anticipated when the 2017 Budget was approved, the expenditure of which is not included in current appropriations; and

WHEREAS, certain additional expenditures have been identified as necessary or desirable in the current year that do not have a specific new revenue source; and

WHEREAS, no funds were appropriated for these expenditures; and

WHEREAS, sufficient unappropriated balances are available in the funds referred to in Section 2 herein to support the required budget adjustment; and

WHEREAS, a public hearing was held pursuant to RCW 35.33.091 on December 5, 2017 regarding the increase in appropriations from existing fund balance.

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

Section 1. Facts Constituting Emergency. The items 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 Richland City Council declares that a public emergency exists in the City General Fund, Streets Fund, Park Reserve Fund, Criminal Justice Sales Tax Fund, Hotel/Motel Fund, Community Dev Block Grant Fund, HOME Fund, LTGO Bonds Fund, Streets Capital Construction Fund, Capital Improvement Fund, Park Project Construction Fund, Water Utility Fund, Wastewater Utility Fund, Stormwater Utility Fund, Medical Services Fund, Broadband Fund, Equipment Maintenance Fund, and Post Employment Healthcare Fund.

Section 3. Amendment of the 2017 Budget. The 2017 Budget is hereby amended to provide for additional appropriations in the following funds, and from the following sources, as indicated below:

2017 BUDGET AMENDMENTS

Fund	Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Source	
					Fund Balance	New Revenue
001	GENERAL FUND	\$ 57,312,101	\$ 704,944	\$ 58,017,045	\$ 613,494	\$ 91,450
101	STREETS FUND	3,183,814	16,900	3,200,714	3,700	13,200
111	PARK RESERVE FUND	617,868	6,955	624,823	6,955	-
117	CRIMINAL JUSTICE SALES TAX FUND	1,841,465	6,500	1,847,965	6,500	-
150	HOTEL/MOTEL FUND	1,250,000	(5,000)	1,245,000	(5,000)	-
153	COMMUNITY DEV BLOCK GRANT FUND	589,146	33,191	622,337	-	33,191
154	HOME FUND	1,525,801	125,541	1,651,342	-	125,541
216	LTGO BONDS FUND	1,718,818	3,505,000	5,223,818	374,457	3,130,543
301	STREETS CAPITAL CONSTRUCTION FUND	16,673,471	225,232	16,898,703	-	225,232
315	CAPITAL IMPROVEMENT FUND	2,038,400	175,000	2,213,400	175,000	-
380	PARK PROJECT CONSTRUCTION FUND	2,997,773	(70,713)	2,927,060	(70,000)	(713)
402	WATER UTILITY FUND	19,828,814	227,093	20,055,907	-	227,093
403	WASTEWATER UTILITY FUND	15,440,162	1,969,016	17,409,178	-	1,969,016
405	STORMWATER UTILITY FUND	2,124,797	1,010,782	3,135,579	126,862	883,920
407	MEDICAL SERVICES FUND	4,105,874	319,000	4,424,874	88,244	230,756
408	BROADBAND FUND	1,414,958	30,700	1,445,658	9,700	21,000
502	EQUIPMENT MAINTENANCE FUND	3,911,990	64,378	3,976,368	-	64,378
522	POST EMP. HEALTHCARE PLAN FUND	1,605,800	2,000,000	3,605,800	500,000	1,500,000
TOTAL		\$ 138,181,052	\$ 10,344,519	\$ 148,525,571	\$ 1,829,912	\$ 8,514,607

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, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 24, 2017

2017 BUDGET AMENDMENTS

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Funding Source	
				Fund Balance	New Revenue
GENERAL FUND 001	\$ 57,312,101				
Operating Supplies - Cable Communications		2,500			
Expert Services - Fire Dept. Bateman Island fire		72,426			
Admin Travel - Fire Dept. Bateman Island fire		6,842			
Suppression Overtime - Fire Dept. (extreme fire season)		115,000			
Prevention & Investigation Overtime - Fire Dept.		8,200			
Staff Training Overtime - Fire Dept.		54,000			
Equipment - Fire Dept. bunker gear washer		14,966			
ICAC Software - Police Dept.		28,000			
Investigation Overtime - Police Dept.		20,000			
PTO Cash Out - Police Dept.		35,000			
Investigation Post Empl Health Benefit - Police Dept.		16,700			
Fleet repairs - IT transfer generators to Broadband Fund		(4,200)			
Operating Supplies - Parks & Rec recreation supplies		63,450			
Transfer to Streets		13,200			
Transfer to Equip Replacement - Fire Dept. brush truck		212,915			
Transfer to Streets Construction (traffic accident signal pole damage)		70,945			
Transfer to Streets Construction (BLRF not awarded to ADA)		(25,000)			
		<u>704,944</u>	\$ 58,017,045	613,494	91,450
CITY STREETS FUND 101	\$ 3,183,814				
Expert Services - paint waste removal		13,200			
Railroad Maintenance - from railroad reserve		3,700			
		<u>16,900</u>	\$ 3,200,714	3,700	13,200
PARK RESERVE FUND 111	\$ 617,868				
Park Partnership Program		6,955			
		<u>6,955</u>	\$ 624,823	6,955	
CRIMINAL JUSTICE SALES TAX FUND 117	\$ 1,841,465				
Fleet repairs		6,500			
		<u>6,500</u>	\$ 1,847,965	6,500	
HOTEL/MOTEL FUND 150	\$ 1,250,000				
Park Proj Construction - Columbia Playfield Improvements		(5,000)			
		<u>(5,000)</u>	\$ 1,245,000	(5,000)	
COMMUNITY DEV BLOCK GRANT FUND 153	\$ 589,146				
Salaries and Wages		2,388			
Travel Expense		225			
Tuition/Conference Fees		25			
Salaries and Wages - PI		13,067			
Salaries and Wages - Proj Delivery		6,933			
Approved Projects		1,979			
Transfer to Streets Construction		4,287			
Transfer to Park Projects		4,287			
		<u>33,191</u>	\$ 622,337		33,191
HOME FUND 154	\$ 1,525,801				
Unallocated Expenses		554			
Pasco Program Income Admin		1,000			
Kennewick Program Income Admin		10,800			
CHDO - Richland		832			
Program Income - Kennewick		109,200			
Program Income - Pasco		(1,000)			
Entitlement - Richland		1,385			
Entitlement - Kennewick		1,385			
Entitlement - Pasco		1,385			
		<u>125,541</u>	\$ 1,651,342		125,541
LTGO BONDS FUND 216	\$ 1,718,818				
Debt Service - ST Parkland		3,505,000			
		<u>3,505,000</u>	\$ 5,223,818	374,457	3,130,543
STREETS CAPITAL CONSTRUCTION FUND 301	\$ 16,673,471				

Fund Title	Current Appropriations	Change In Appropriations	Amended Appropriations	Fund Balance	New Revenue
Queensgate/Col Prk Trl Impr (REET funded)		175,000			
ADA Compliance - Sidewalks (Addntl CDBG awarded)		4,287			
ADA Compliance - Sidewalks (BLRF not awarded)		(25,000)			
Pavement Mgt Program (traffic accident damage)		70,945			
		<u>225,232</u>	\$ 16,898,703		225,232
CAPITAL IMPROVEMENT FUND 315	\$ 2,038,400				
Transfer to Streets Construction - Queensgate/Col Prk Trl Impr		175,000			
		<u>175,000</u>	\$ 2,213,400	175,000	
PARK PROJECT CONSTRUCTION FUND 380	\$ 2,997,773				
Columbia Playfield Improvements (Addntl CDBG awarded)		8,091			
Columbia Playfield Improvements (Reduce Hotel/Motel trf)		(5,000)			
Columbia Playfield Improvements (Reduce fund balance needed)		(70,000)			
Craighill Park (project complete)		(3,804)			
		<u>(70,713)</u>	\$ 2,927,060	(70,000)	(713)
WATER UTILITY FUND 402	\$ 19,828,814				
Transfer to LID Construction (Reatta Road LID 197)		227,093			
		<u>227,093</u>	\$ 20,055,907		227,093
WASTEWATER UTILITY FUND 403	\$ 15,440,162				
Transfer to LID Construction (Reatta Road LID 197)		211,395			
GO Refunding Pmt		1,757,621			
		<u>1,969,016</u>	\$ 17,409,178		1,969,016
STORMWATER UTILITY FUND 405	\$ 2,124,797				
Fleet repairs		40,000			
Stormwater Rehab & Replace Capital Expense		221,000			
Transfer from Outside Services for spring storm runoff damage		(121,000)			
GO Refunding Pmt		870,782			
		<u>1,010,782</u>	\$ 3,135,579	126,862	883,920
MEDICAL SERVICES FUND 407	\$ 4,105,874				
Bad Debt Expense		109,000			
Overtime		94,000			
Financial Service Fees		73,000			
Information System Service Fees		43,000			
		<u>319,000</u>	\$ 4,424,874	88,244	230,756
BROADBAND FUND 408	\$ 1,414,958				
Fiber Optic Infrastructure		21,000			
Fleet repairs - generators transferred from IT		9,700			
		<u>30,700</u>	\$ 1,445,658	9,700	21,000
EQUIPMENT MAINTENANCE FUND 502	\$ 3,911,990				
Other Supplies & Materials		52,000			
Fleet repairs		12,378			
		<u>64,378</u>	\$ 3,976,368		64,378
POST EMP. HEALTHCARE FUND 522	\$ 1,605,800				
Increase to Healthcare Claims and RHS Opt-out		2,000,000			
		<u>2,000,000</u>	\$ 3,605,800	500,000	1,500,000
TOTAL	\$ 138,181,052	\$ 10,344,519	\$ 148,525,571	\$ 1,829,912	\$ 8,514,607



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 55-17, Assuming the Rights, Powers, Functions, Immunities, and Obligations of the Richland Transportation Benefit District

Department:

City Attorney

Ordinance/Resolution Number:

55-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and approve Ordinance No. 55-17, assuming the rights, powers, functions, immunities, and obligations of the Richland Transportation Benefit District.

Summary:

On March 21, 2017, the Richland City Council passed Ordinance No. 02-17, establishing the Richland Transportation Benefit District ("Richland TBD"). The primary purpose of the Richland TBD is to support the City's pavement preservation program, and to provide some limited funding in support of the Duportail Bridge. The geographical boundaries of the Richland TBD mirror those of the City of Richland.

Currently, the members of the Richland City Council, acting ex officio and independently, constitute the governing body of the Richland TBD, which is a separate legal entity. However, in July 2015, the Washington State Legislature passed a bill that allows a city to assume the rights, powers, functions, and obligations of a transportation benefit district established by the city, thereby removing the TBD's separate legal entity status. By absorbing the Richland TBD, the City will realize streamlined governance, administrative processes and accounting efforts.

On November 21, 2017, through adoption of Resolution No. 217-17, Richland City Council set a hearing date of December 5, 2017 to take public testimony concerning the assumption of the Richland TBD's rights, powers, functions, and obligations. No substantive testimony was offered by the public during the public hearing.

If approved, the powers and core function of the Richland TBD will remain unchanged from those established under Washington law.

Staff recommends approval of Ordinance No. 55-17 for second reading and passage.

Fiscal Impact:

None. The powers and functions of the Richland TBD, including the anticipated revenue generated by the previously established licensing fee, are unchanged by this action.

Attachments:

1. Ordinance No. 55-17

ORDINANCE NO. 55-17

AN ORDINANCE of the City of Richland assuming the rights, powers, function, immunities, and obligations of the Richland Transportation Benefit District.

WHEREAS, on March 21, 2017, the City Council of the City of Richland passed Ordinance No. 02-17 establishing the Richland Transportation Benefit District ("Richland TBD") as authorized by RCW 35.21.225 and subject to the provisions of RCW 36.73; and

WHEREAS, the Richland TBD includes the entire City of Richland as the boundaries currently exist or as are expanded upon annexation; and

WHEREAS, on July 1, 2015, the Washington State Legislature enacted Second Engrossed Substitute Bill 5987, now codified as Chapter 36.74 RCW, which authorizes the City to assume the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on November 21, 2017, by adoption of Resolution 217-17, Richland City Council declared its intent to conduct a public hearing to consider the proposed assumption of the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on two (2) separate occasions during the two weeks preceding the public hearing, the City published notice of its intent to hold a public hearing on December 5, 2017 at 7:30 p.m. to consider the proposed assumption of the rights, powers, functions, and obligations of the existing Richland TBD; and

WHEREAS, on December 5, 2017, the City Council conducted the public hearing, during which all persons interested in the proposed assumption were allowed the opportunity to be heard; and

WHEREAS, the City Council has determined that the public interest and welfare will be satisfied by the City assuming the rights, powers, immunities, functions, and obligations of the existing Richland TBD.

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

Section 1. Assumption of Richland Transportation Benefit District. Pursuant to RCW 36.74.010 and .030, the City of Richland hereby assumes all of the rights, powers, immunities, functions, and obligations of the Richland TBD. The City is hereby vested with each and every right, power, immunity, function, and obligation correctly granted to or possessed by the Richland TBD as of the effective date of this ordinance. The rights, powers, functions, and obligations previously exercised and/or performed by the governing body of the Richland TBD are hereby assumed by and transferred to the Richland City Council.

Section 2. Amendment – Richland Municipal Code (RMC) 5.51.040 Governing Board and Officers. Pursuant to RCW 36.74.030(2), the governing body established in RMC 5.51.040 is hereby abolished and the City Council is vested with all rights, powers, immunities, functions, and obligations otherwise vested by law in the governing board of the Richland TBD.

RMC 5.51.040 is amended as follows:

A. ~~Consistent with RCW 35.21.225 and 36.73.020(3), t~~The governing board of the Richland TBD shall be the city of Richland city council, ~~acting in an ex officio and independent capacity.~~ The Richland city council shall have the authority to exercise the statutory powers set forth in Chapter 36.73 RCW as it currently exists or as hereafter amended.

~~B. Meetings of the governing board shall be governed by the procedural rules applicable to the meetings of the city council. Governing board actions shall be taken in the same manner and follow the same procedure as for the adoption of motions or resolutions by the city council. Meetings of the governing board shall occur at regularly scheduled city council meetings.~~

~~C.~~B. Pursuant to the requirements set forth in RCW 36.73.160(1), the governing board shall develop a material change policy to address major plan changes that affect project delivery or the ability to finance the plan.

~~D.~~C. The governing board shall issue an annual report pursuant to the requirements of RCW 36.73.160(2).

~~E.~~D. The city's finance director shall be the ex officio treasurer of the Richland TBD.

~~F.~~E. The city attorney shall serve as legal advisor to the Richland TBD, except where separate legal counsel is engaged at the direction of the Richland TBD governing board.

Section 3. No Existing Rights Impaired. Pursuant to RCW 36.74.040, this assumption does not impair or alter any existing rights acquired by the Richland TBD under Chapter 36.73 RCW or any other provision of law relating to transportation benefit districts. Nor does this assumption impair or alter any actions, activities, or proceedings validated thereunder; any civil or criminal proceedings instituted thereunder; any rule, regulation, or order promulgated thereunder; any administrative action taken thereunder; or the validity of any act performed by the Richland TBD or division thereof or any officer thereof prior to the assumption of such rights, powers, functions, and obligations by the City as authorized under the law.

Section 4. Rules, Regulations, Pending Business and Contracts. Pursuant to RCW 36.74.050(1), all rules and regulations and all pending business before the board of the Richland TBD shall be continued and acted upon by the City Council. In addition,

pursuant to RCW 36.74.050(2), all existing contracts and obligations of the Richland TBD remain in full force and effect and must be performed by the City. The assumption does not affect the validity of any official act performed by any official or employee prior to the assumption authorized under the law.

Section 5. Records of the Richland TBD. Pursuant to RCW 36.74.060, all reports, documents, surveys, books, records, files, papers, or other writings relating to the administration of the powers, duties, and functions available to the Richland TBD must be made available to the City.

Section 6. Funds, Credits, Appropriations, Federal Grants, or Other Assets. Pursuant to RCW 36.74.060(2), all funds, credits, or other assets held in connection with assumed powers, duties, and functions must be assigned to the City. Pursuant to RCW 36.74.060(3), any appropriations or federal grant made to the Richland TBD for the purpose of carrying out the rights, powers, functions, and obligations authorized to be assumed by the City must, on the effective date of the assumption, be credited to the City for the purpose of carrying out such assumed rights, powers, functions, and obligations.

Section 7. Assumption of Indebtedness. Pursuant to RCW 36.74.070, the City assumes and agrees to provide for the payment of all of the indebtedness of the Richland TBD, including the payment and retirement of outstanding general obligation and revenue bonds issued by the Richland TBD.

Section 8. Severability. If any portion or section of this ordinance is found to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other portion or section of this ordinance.

Section 9. Effectiveness. 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, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 24, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 56-17, Approving the 2021 Council Compensation Plan

Department:

Administrative Services

Ordinance/Resolution Number:

56-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 56-17, amending RMC Title 2: Administration and Personnel Salaries.

Summary:

Per Article II of the Richland Charter and RCW 35.27.130, Council compensation is required to be set by ordinance. In addition, Council may not set their own salary during their term of office. Further, in 2002, City Council decided to annually adopt an ordinance setting Council salaries for the subsequent four years, in conjunction with the annual approved compensation plan adjustment (wage range) for unaffiliated staff.

On November 21, 2017, a 1.5% increase for wage ranges was authorized for unaffiliated staff. Keep in mind that range movements are not actual pay increases. If the same 1.5% increase were applied to Council compensation, it would equate to a monthly Council stipend of \$1,195 per month beginning in 2021 (set at \$1,177 per month for 2020). In addition to the monthly Council stipend, the Mayor receives an additional \$250 per month. A breakdown of the historical annual increases from 2002 to present is attached for Council review.

A first reading of Ordinance No. 56-17 was given at the December 5, 2017 meeting, with no exceptions taken. Staff recommends approval of Ordinance 56-17.

Fiscal Impact:

Yes

Approval of Ordinance No. 56-17 will impact the 2021 budget.

Attachments:

1. Ordinance No. 56-17
2. Council Compensation History

ORDINANCE NO. 56-17

AN ORDINANCE of the City of Richland approving the 2021 Council Compensation Plan, amending Section 2.32 of the Richland Municipal Code.

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

Section 1. Section 2.32.040 of the Richland Municipal Code, as enacted by Ordinance No. 8, and last amended by Ordinance No. 70-16, is hereby amended to read as follows:

2.32.040 Council Members

The monthly compensation of each member of the council for the years 2002 and 2003 shall be established at \$825.00 for current and newly elected council, whether a new or incumbent member. For subsequent years 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, ~~and 2020~~, and 2021 the following salary is established: 2004, \$875; 2005, \$900; 2006, \$927; 2007, \$964; 2008, \$1,003; 2009, \$1,013; 2010, \$1,028; 2011, \$1,038; 2012, \$1,069; 2013, \$1,090; 2014, \$1,090; 2015, \$1,112.00; 2016, \$1,123.00; 2017, \$1,123.00; 2018, \$1,143; 2019, \$1,160; ~~and 2020, \$1,177~~; and 2021, \$1,195; provided, however, that nothing herein shall cause an increase or decrease to the compensation of any member of the council after his or her election or during the term of office or any unexpired term of office, to which such member of the council is appointed or elected. Beginning in 2002, city council shall establish council salary for 2006 and subsequent years as part of the annual approved compensation plan adjustment for unaffiliated staff, maintaining a four-year schedule.

All members of the council shall provide a written certification to human resources, based on a monthly calculation of the number of hours of service they provide to the city of Richland each year. This record shall be maintained in the human resources division for auditing purposes as generally required in Chapter 41.40 RCW. [Ord. 8; Ord. 68-74; Ord. 106-79; Ord. 70-81; Ord. 40-98; Ord. 09-01; Ord. 41-02; Ord. 40-03; Ord. 36-04; Ord. 37-05; Ord. 31-06; Ord. 29-07; Ord. 09-08; Ord. 21-08; Ord. 32-09 § 1.01; Ord. 32-10 § 1.01; Ord. 29-11 § 1.01; Ord. 35-12 § 1.01; Ord. 33-13 § 1.01; Ord. 01-15A § 1.01; Ord. 77-15 § 1; Ord. 77A-15 § 1, Ord. 70-16 § 1].

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, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

Marcia Hopkins
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 24, 2017

**CITY OF RICHLAND
2021 COUNCIL COMPENSATION PLAN**

Monthly Compensation History

<u>Year</u>	<u>Mayor</u>	<u>Council Member</u>	<u>% Increase by year</u>
2003	\$1,075	\$825	0.00%
2004	\$1,125	\$875	6.00%
2005	\$1,150	\$900	3.00%
2006	\$1,177	\$927	3.00%
2007	\$1,214	\$964	4.00%
2008	\$1,253	\$1,003	4.00%
2009	\$1,263	\$1,013	1.00%
2010	\$1,278	\$1,028	1.50%
2011	\$1,288	\$1,038	1.00%
2012	\$1,319	\$1,069	3.00%
2013	\$1,340	\$1,090	2.00%
2014	\$1,340	\$1,090	0.00%
2015	\$1,362	\$1,112	2.00%
2016	\$1,373	\$1,123	1.00%
2017	\$1,373	\$1,123	0.00%
2018	\$1,393	\$1,143	1.75%
2019	\$1,410	\$1,160	1.50%
2020	\$1,427	\$1,177	1.50%
2021	\$1,445	\$1,195	1.50%



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 224-17, Approving 2018 Hotel/Motel Lodging Tax Fund Awards

Department:

Assistant City Manager

Ordinance/Resolution Number:

224-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 224-17, approving 2018 Hotel/Motel Lodging Tax Fund awards and authorizing the City Manager to sign and execute the necessary agreements.

Summary:

The Lodging Tax Advisory Committee (LTAC) recommends Council allocate \$105,900 from the first two percent and \$612,499 from the second two percent (capital) lodging tax funding as described below:

First Two Percent:

1. Three Rivers Folklife Society-Tumbleweeds Music Festival - \$4,000
2. City of Richland-Geocoin Challenge - \$4,000
3. Three Rivers Road Runners-Run Fest - \$2,000
4. Three Rivers Road Runners-Tri-City Marathon - \$2,000
- 5 Allied Arts-Art in the Park - \$5,000
- 6 American Chemical Society NORM 2018 Promotion - \$3,000
7. Atomic Heritage Foundation-Manhattan Project Guidebook promotion - \$18,000
8. City of Richland-Economic Development Recruitment Website - \$5,000
9. Tri-Cities Regional Chamber-Cool Desert Nights - \$18,000
10. Tri-Cities Sunrise Rotary-See3Slam - \$10,000
11. Tri-Cities Water Follies-Columbia Cup - \$15,000
12. The REACH-Heritage and Ecology Tourism - \$8,000
13. Wellhouse Community Bike Shop-Produce & Promote Bicycle Tourism - \$10,000
14. White Bluffs Quilt Museum-Annual Quilt Show - \$1,500
15. White Bluffs Quilt Museum-Native American Heritage Month - \$400

Second Two Percent:

1. City of Richland-Wayfinding Signage and Gateway Improvements - \$200,000
2. City of Richland-Columbia Playfield-Field 5 Bleachers - \$225,000
3. City of Richland-Howard Amon Park Riverfront Trail Phase 3 - \$100,000
4. City of Richland-Portable Pitching mounds - \$16,000
5. City of Richland-Outdoor Speakers - \$17,199
6. City of Richland-Technology Improvements to RPD Training Room - \$4,300

Fiscal Impact:

The First 2% reserve has a balance of \$500,919 and the second 2% reserve has a balance of \$767,785 available.

Attachments:

1. Resolution No. 224-17
2. Exhibit A - Hotel/Motel Funding Worksheet
3. LTAC 11-13-17 Minutes



RESOLUTION NO. 224-17

A RESOLUTION of the City of Richland awarding the distribution of Hotel/Motel Tax Funds.

WHEREAS, pursuant to RCW 67.28.1817, Richland City Council established a reserve funded through a tax on lodging which is to be used to promote or increase tourism; and

WHEREAS, City staff estimates that \$500,919 from the first two percent (2%) of funds and \$767,785 (Capital) from the second two percent (2%) of funds are available for award at the beginning of the 2018 funding cycle, for a total fund balance of \$1,268,704; and

WHEREAS, City staff solicited applications for projects to be considered by the Lodging Tax Advisory Committee and City Council for funding in 2018; and

WHEREAS, at its November 13, 2017 meeting, the Lodging Tax Advisory Committee provided a positive recommendation to allocate a total of \$718,499 toward projects that are determined eligible, as further described in the 2017 Hotel/Motel Funding Cycle worksheet, attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute funding agreements with applicants as detailed in **Exhibit A**, attached hereto.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

2018 HOTEL/MOTEL FUND

November 6, 2017

First 2% Available Funds = \$500,919

ORGANIZATION	PROPOSED USE OF MONEY	2017 ALLOCATION	2018 REQUEST	FUNDED	NOT FUNDED	2018 FUNDING RECOMMENDATION
3RIVERS FOLKLIFE SOCIETY	TUMBLEWEED FESTIVAL	\$4,000.00	\$4,000.00			\$4,000.00
CITY OF RICHLAND	2018 GEOCOIN CHALLENGE	\$3,500.00	\$4,000.00			\$4,000.00
3RIVERS ROAD RUNNERS	RICHLAND RUN FEST	\$1,800.00	\$2,000.00			\$2,000.00
3RIVERS ROAD RUNNERS	TRI-CITIES MARATHON	\$2,000.00	\$2,000.00			\$2,000.00
ALLIED ARTS ASSOCIATION	ART IN THE PARK	\$3,500.00	\$5,000.00			\$5,000.00
AMERICAN CHEMICAL SOCIETY	ACS NORM 2018 PROMOTION	\$0.00	\$3,000.00			\$3,000.00
ATOMIC HERITAGE FOUNDATION	MANHATTAN PROJECT GUIDEBOOK PROMOTION	\$0.00	\$18,000.00			\$18,000.00
CITY OF RICHLAND	ECON DEVELOPMENT RECRUITMENT WEBSITE	\$0.00	\$5,000.00			\$5,000.00
TRI-CITIES REGIONAL CHAMBER OF COMMERCE	COOL DESERT NIGHTS	\$10,000.00	\$18,000.00			\$18,000.00
TRI-CITIES SUNRISE ROTARY	SEE3SLAM	\$5,000.00	\$10,000.00			\$10,000.00
TRI-CITIES WATER FOLLIES	COLUMBIA CUP	\$15,000.00	\$15,000.00			\$15,000.00
THE REACH	HERITAGE AND ECOLOGY TOURISM	\$0.00	\$8,000.00			\$8,000.00
WELLHOUSE COMMUNITY BIKE SHOP	PRODUCE AND PROMOTE BICYCLE TOURISM	\$0.00	\$10,000			\$10,000.00
WHITE BLUFFS QUILT MUSEUM	ANNUAL QUILT SHOW	\$0.00	\$3,000.00			\$1,500.00
WHITE BLUFFS QUILT MUSEUM	NATIVE AMERICAN HERITAGE MONTH	\$0.00	\$800.00			\$400.00
						\$0.00
						\$0.00
		\$44,800.00	\$107,800.00			\$105,900.00
						Available \$500,919.00
						Remaining \$395,019.00

Second 2% Available Funds = \$767,785

ORGANIZATION	PROPOSED USE OF MONEY	2017 ALLOCATION	2018 REQUEST	FUNDED	NOT FUNDED	2018 FUNDING RECOMMENDATION
CITY OF RICHLAND	WAYFINDING SIGNAGE AND GATEWAY IMPRVM	\$0.00	\$200,000			\$200,000
CITY OF RICHLAND	COLUMBIA PLAYFIELD-FIELD 5 BLEACHERS	\$150,000	\$225,000			\$225,000
CITY OF RICHLAND	HOWARD AMON PARK RIVERFRONT TRL P3	\$120,000	\$50,000			\$100,000
CITY OF RICHLAND	PORTABLE PITCHING MOUNDS	\$0.00	\$16,000			\$16,000
CITY OF RICHLAND	OUTDOOR SPEAKERS	\$0.00	\$17,199			\$17,199
CITY OF RICHLAND	TECHNOLOGY IMPRVMTS TO RPD TRAINING RM	\$0.00	\$4,300.00			\$4,300
						\$0
						\$0
						\$0
			\$512,499			\$ 562,499.00
						Available \$767,785
						Remaining \$205,286.00



MINUTES

LODGING TAX ADVISORY COMMITTEE MEETING
Council Chamber | 505 Swift Boulevard
Date: November 13, 2017

DRAFT

Call to Order

Chair Thompson called the regular Lodging Tax Advisory Committee meeting to order at 9:00 am

Attendance:

Mayor Thompson and Committee members, Sako and Beach were present. Also present were Staff Liaison Logan, Communications and Marketing Manager and Jackie Ayers, City of Richland Administrative Assistant.

Approval of Minutes: (Approved by Motion) Sako moved and Beach seconded the motion.

1. November 9, 2016

Budget Overview

1. 2018 Budget

Ms. Logan provided an overview of the available funds.

Presentations:

Applicants were provided the opportunity to present their project to the Committee and explain how their projects would attract out of the region tourism and hotel stays. Applicants who presented were,

- City of Richland for Wayfinding Signage and Gateway Entrance,
- White Bluffs Quilt Museum for their Annual Quilt Show and promotion of Native American Heritage Month,
- Three Rivers Folklife Society for the Tumbleweed Music Festival,
- City of Richland for Technology Improvements to RPD Training Room,
- Tri-Cities Water Follies for Columbia Cup,
- City of Richland for Economic Development Recruitment Website,
- City of Richland for Outdoor Speakers and Supporting Equipment,
- The REACH Museum for promotion of Heritage & Ecology Tourism,
- City of Richland for promotion of the 2018 Geocoin Challenge,
- City of Richland for Portable Pitching Mounds,
- Wheelhouse Community Bike Shop for production and promotion of Bicycle Tourism,
- Atomic Heritage Foundation for the Manhattan Project Guidebook Promotion,
- Tri-Cities Sunrise Rotary for the See3Slam Basketball Tournament,
- The American Chemical Society for the ACS NORM 2018 Promotion,

- Tri-City Regional Chamber of Commerce for the 2018 Cool Desert Nights,
- City of Richland for Columbia Playfield 5th Field Bleachers and Lighting,
- City of Richland for the Howard Amon Park Riverfront Trail Improvements, Phase 3,
- Allied Arts Association for Art in the Park,
- Three Rivers Road Runners for Richland RunFest and
- Three Rivers Road Runners for the Tri-Cities Marathon

New Business: (Approved by Motion)

A. Deliberation and Allocation for 2018 Funds

Project: Wayfinding Signage and Gateway Entrance Improvements

- 1. City of Richland – Requested \$200,000. Recommended fund \$200,000.**

Project: Outside the Region Marketing for Annual Quilt Show

- 2. White Bluffs Quilt Museum – Requested \$3,000. Recommended fund \$1,500.**

Project: Outside the region marketing for Native American Heritage Month

- 3. White Bluffs Quilt Museum – Requested \$400. Recommended fund \$400.**

Project: The requested funds would be used for out-of-town advertising and promotion of the 2018 Tumbleweed Music Festival.

- 4. Three Rivers Folklife Society – Requested \$4,000. Recommended fund \$4,000.**

Project: RPD Training Room internet/WiFi Connectivity

- 5. City of Richland Police Department – Requested \$4,300. Recommended fund \$4,300.**

Project: Outside the region marketing of the Columbia Cup Races

- 6. Tri-Cities Water Follies – Requested \$15,000. Recommended fund \$15,000.**

Project: Economic Development recruitment website and social media marketing

- 7. City of Richland Economic Development – Requested \$5,000. Recommended fund \$5,000.**

Project: Outdoor Speakers and Supporting Equipment for HAPO Community Stage

- 8. City of Richland Parks and Public Facilities – Requested \$17,199. Recommended fund. \$17,199**

Project: Outside the region marketing of Heritage and Ecology Tourism

- 9. The REACH Museum – Requested \$8,000. Recommended fund \$8,000.**

Project: Outside the region marketing for 2018 Geocoin Challenge.

- 10. City of Richland Parks & Public Facilities – Requested \$4,000. Recommended fund \$4,000.**

Project: Portable pitching mounds

- 11. City of Richland Parks & Public Facilities – Requested \$16,000. Recommended fund \$16,000.**

Project: Produce & promote bicycle tourism

- 12. Wheelhouse Community Bike Shop – Requested \$10,000. Recommended fund \$10,000**

Project: Updated Manhattan Project Guidebook

- 13. Atomic Heritage Foundation – Requested \$18,000. Recommended fund \$18,000.**

Project: Outside the region marketing for See3Slam Basketball Tournament

- 14. Tri-Cities Sunrise Rotary – Requested \$10,000. Recommended fund \$10,000.**

Project: ACS NORM 2018 Promotion

- 15. American Chemical Society – Requested \$3,000. Recommended fund \$3,000.**

Project: Outside the region marketing for 2018 Cool Desert Nights

- 16. Tri-City Regional Chamber of Commerce Requested \$18,000. Recommended fund \$18,000.**

Project: Columbia Playfield 5th field bleachers and lighting

- 17. City of Richland Parks & Public Facilities Requested \$225,000. Recommended fund \$225,000.**

Project: Howard Amon Park Riverfront Trail Phase 3

**18. City of Richland Parks & Public Facilities – Requested \$50,000.
Recommended fund \$100,000.**

Project: Outside the region marketing for Art in the Park

**19. Allied Arts Association – Requested \$5,000. Recommended fund
\$5,000.**

Project: Run Fest out of region marketing and promotion

**20. Three Rivers Road Runners – Requested \$2,000. Recommended fund
\$2,000.**

Project: Tri-City Marathon out of region marketing and promotion

**21. Three Rivers Road Runners – Requested \$2,000. Recommended fund
\$2,000.**

LTAC Discussion: The LTAC discussed the applications.

MOTION: Sako moved and Beach seconded the motion to approve funding for these events as recommended. The motion carried 3-0.

Chair Thompson adjourned the meeting at 11:22 am.

**Minutes Prepared By: Hollie Logan,
Communications & Marketing Manager**

Date Approved:

Richland City Hall is ADA accessible with special parking and access 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 Lodging Tax Advisory Committee Meeting by calling the City Clerk's Office at 942-7388.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 225-17, Adopting a Debt Management Policy

Department:

Administrative Services

Ordinance/Resolution Number:

225-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 225-17, adopting a debt management policy for the City of Richland.

Summary:

In 2017, staff began an extensive process of reviewing internal financial policies for the City. A debt management policy was created based on debt management guidelines and best practices established by the Government Finance Officers Association (GFOA). The policy will help ensure compliance with all federal, state and local laws, rules and regulations for the use of long-term debt for capital expenditures that cannot be financed from current revenues. All debt requires approval by Council prior to issuance, unless otherwise delegated.

Staff recommends approval of Resolution No. 225-17.

Fiscal Impact:

No. There are no immediate fiscal impacts to adopting this policy.

Attachments:

1. Resolution No. 225-17
2. Policy No. 2925 - Debt Management

RESOLUTION NO. 225-17

A RESOLUTION of the City of Richland adopting a City debt management policy to maintain the City's financial performance and condition.

WHEREAS, the City recognizes the importance of officially adopting a debt management policy to appropriately manage all debt issued by the City to promote strong financial performance; and

WHEREAS, Richland Municipal Code (RMC) 2.04.155 assigns the Administrative Services Director the responsibility for all finance functions, including financial and utility reporting, budget and cash and investment management, and debt financing; and

WHEREAS, the Administrative Services Director has historically obtained formal approval from the Richland City Council prior to the issuance of all debt; and

WHEREAS, best practice for the issuance and management of debt is development of an official debt management policy to ensure compliance with all federal, state and local laws, rules, regulations and best practices for the use of long-term debt for capital expenditures that cannot be financed from current revenues, and except in extraordinary circumstances, short-term debt to provide interim financing for capital expenditures short-term debt; and

WHEREAS, the proposed debt management policy requires approval from the Richland City Council prior to the issuance of all debt unless otherwise delegated; and

WHEREAS, staff followed the debt management policy guidelines developed by Government Finance Officers Association (GFOA) to create proposed Policy No. 2925; and

WHEREAS, although the City Manager has authority under RMC 2.04.060 to issue rules or administrative regulations not inconsistent with general law, the Charter or ordinances of the City, Council approval of Policy No. 2925 is sought due to the financial element of the policy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Policy No. 2925 is hereby adopted as presented.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



Standard

1. Authority

RMC 2.04.155 assigns to the Administrative Services Director the responsibility for all finance functions, including financial and utility reporting, budget and cash and investment management, and debt financing.

2. Purpose

Adoption of a policy regarding the appropriate management of debt issued by the City of Richland ("City") is an important step in maintaining the City's financial performance and condition. Proper use and management of borrowing power can yield significant advantages. From a policy perspective, the City uses debt as a mechanism to equalize the costs of needed improvements to both present and future citizens.

In the issuance and management of debt, the City shall:

- a. Comply with the Washington State Constitution, Chapter 35 RCW regarding Cities and Towns, and Chapter 39 RCW regarding Public Contracts and Indebtedness, including all other applicable legal requirements imposed by federal, state, and local laws, rules and regulations.
- b. Obtain approval from the City Council ("Council") prior to the issuance of all debt, unless otherwise delegated.
- c. Use long-term debt for capital expenditures that cannot be financed from current revenues and to fulfill the purposes set forth in the preceding paragraph.
- d. Except in extraordinary circumstances, use short-term debt to provide interim financing for capital expenditures.

3. Responsibility

- a. The primary responsibility for debt management rests with the City's **Administrative Services Director** ("ASD") or designee. The **ASD** shall (or shall cause the following to occur):
 - Submit to the Council all recommendations to issue debt not already delegated to the ASD;
 - Provide for the issuance of debt at the lowest cost and risk practicable, while remaining consistent with the City's objectives for issuing the debt;
 - Determine the available debt capacity;

- Provide for the issuance of debt at appropriate intervals and in reasonable amounts as required to fund approved projects;
- Determine the method of sale of bonds and structural elements of the sale, upon authorization by Council in an ordinance as the City's "Designated Representative";
- Monitor opportunities to refund debt and recommend such refunding as appropriate;
- Provide information for and participate in the preparation and review of bond offering or disclosure documents;
- Provide for the distribution of pertinent information to rating agencies;
- Make presentations to rating agencies, when appropriate;
- Comply with all Internal Revenue Service (IRS), Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) rules and regulations governing the issuance of debt pursuant to the City's Post Issuance Compliance Procedures;
- Comply with all terms, conditions and disclosures required by ordinances governing the debt issued;
- Maintain a database with all outstanding debt;
- Apply and promote prudent fiscal practices; and
- Account for and pay all bonded indebtedness for the City by specifically providing for the timely payment of principal of and interest on all debt, and ensure that the fiscal agent or lender receives funds for payment of debt service on or before the payment date.

b. The Council shall:

- Approve the Debt Management Policy;
- Approve ordinances necessary to incur indebtedness; and
- Approve budgets sufficient to provide for the timely payment of principal and interest on debt.

Practice

1. Type, Use and Limitations of Debt

a. Limited Tax General Obligation (LTGO) Debt

- The City is authorized to sell LTGO bonds, notes and other obligations under Chapters 35.22, 39.36, 39.46 and 39.53 RCW and other applicable laws of the State, subject to the approval of the Council. The City is also authorized to enter into capital or financing leases under Chapter 35.42 RCW.
- LTGO bonds can be issued if: (1) a project requires funding not available from alternative sources; or (2) matching money is available which may be lost if not

applied for in a timely manner; or (3) emergency conditions exist as determined by the Council.

- Per Washington state law, LTGO (non-voted) debt of the City (including capital or financing leases, in accordance with Chapter 35.42 RCW) shall not exceed an aggregate total of 1.5 percent of the City's assessed value of taxable property within the City.

b. Unlimited Tax General Obligation (UTGO) Bonds

- The City is authorized to sell UTGO bonds under Chapters 35.22, 39.36, 39.40, 39.46 and 39.53 RCW and other applicable laws of the State, subject to the approval of the Council, and subject to voter approval.
- UTGO debt will be used for capital purposes when the use of an excess tax levy is necessary for debt service payments, and the requisite number of voters have approved the debt and the additional property tax.
- Per Washington state law, no combination of UTGO (voter approved) debt and LTGO debt of the City shall exceed an aggregate total of: (a) 2.5 percent of the City's assessed value of the taxable property within the City for general purposes; (b) 2.5 percent of the City's assessed value of the taxable property within the City for parks, open space and economic development purposes; and (c) 2.5 percent of the City's assessed value of the taxable property within the City for utility purposes.

c. Revenue Bonds

- The City is authorized to sell revenue bonds under Chapter 35.41, 35.67, 35.92, and 39.46 RCW, and other applicable laws of the State, subject to the approval of the Council.
- Revenue bonds will be issued to finance the acquisition, construction or improvements to facilities of enterprise systems operated by the City, in accordance with a system and plan of improvements. The enterprise system must be legally authorized for operation by the City.
- In approving the issuance of revenue bonds, State law requires the City Council to exercise "due regard" for the costs of operating and maintaining the enterprise systems, by ensuring that system revenues are sufficient to pay operating and maintenance expenses prior to paying debt service. Accordingly, the City will not incur revenue obligations without first ensuring the ability of an enterprise system to meet all pledges and covenants customarily required by investors in such obligations during the term of the obligation. Additional debt coverage ratios beyond the minimum sufficiency described above will be determined in consultation with the financing team and specified in the bond documents, subject to existing parity conditions.

d. Local Improvement District Bonds

- The City is authorized to sell local improvement district (special assessment) bonds ("LID bonds") and utility local improvement district ("ULID bonds") under Chapters 35.43 through .56 and other applicable State law, subject to the approval of the Council.
- LID bonds are issued to finance projects that will provide special benefit to certain property owners. The specially benefiting property owners are levied an assessment, based upon a formula developed to fairly reflect the benefit received by each property owner in the local improvement district. After consideration and review, the City may form local improvement districts upon petition of benefiting property owner(s), unless the Council determines to establish such districts by resolution, pursuant to statutory authority.
- LIDs for utility improvements may be authorized as ULIDs, which may be financed through issuance of Revenue Bonds.

e. Short-Term Debt

- The City is authorized to incur short-term debt under RCW 39.50, subject to the approval of the Council. Under Richland City Ordinance No. 13-95, City Council has delegated authority for issuance of short-term debt to the Finance Director. Short-term debt may be issued to meet: (1) the immediate financing needs of a project for which long-term financing has been identified and assured or secured but not yet received; or (2) cash flow needs within authorized budgets and anticipated receipts for the budget year.
- Short-term debt may bear interest at fixed or variable interest rates, as recommended by the Finance Director, if the analysis determines that variable rates are appropriate.

f. Other Debt

Although this policy is intended to apply primarily to the issuance of municipal bonds and bank loans, the City is also authorized to incur debt in the form of Federal, State or local loans, and is authorized to enter into long-term capital (or financing) lease transactions, and may from time to time enter into contingent arrangements that are sometimes characterized as debt (such as loan or bond guarantees of subordinate entity debt, e.g., the Richland Public Facilities District). Such agreements or leases shall be presented to City Council for approval in accordance with applicable State law and the guiding principles of this policy. The provisions of Sections 2, 3, 4, 5, and 6 under the heading "Practice" are not directly applicable to the "other debt" described in this paragraph, but the operating principles discussed in those sections shall be considered to the extent reasonably practicable.

2. Method of Sale of Bonds

Unless provided otherwise in the bond ordinance, it is the policy of the City to delegate to the Administrative Services Director, as the City's "Designated Representative" as provided in RCW 39.46.040(2), decisions regarding the method of sale of bonds that have been authorized by the City Council.

a. Competitive Sale

The Administrative Services Director may determine to sell debt on a competitive bid basis. City debt issued on a competitive bid basis will be sold to the bidder proposing the lowest true interest cost to the City consistent with the bid parameters set forth in the bond ordinance and in the bid documents.

b. Negotiated Sale

The Administrative Services Director may determine to sell debt on a negotiated basis to an underwriter selected, based on a comparison of the terms offered by the underwriter with prevailing terms and conditions in the marketplace for comparable issues.

c. Private or Direct Placement

When deemed appropriate to minimize the costs or risks of a debt issue, the Administrative Services Director may determine to sell debt through a private placement or direct bank purchase to a financial institution or other purchaser selected, based on a comparison of the terms offered by the underwriter with prevailing terms and conditions in the marketplace for comparable issues.

3. Refunding Bonds or Notes

- a. Refundings will be conducted in accordance with RCW 39.53. The City may refinance debt to either achieve debt service savings, as market opportunities arise, or to eliminate restrictive covenants.
- b. Unless otherwise determined to be in the City's best interests, an "advance refunding" transaction will require a present value savings of at least five percent of the principal amount of the debt being refunded. When calculating the savings, any determination to refund debt should take into consideration all costs and negative arbitrage in the refunding escrow.

- c. A "current refunding" transaction, unless otherwise determined to be in the City's best interest, will require present value savings in an amount or percentage to be determined by the Administrative Services Director.

4. Structural Elements

- a. **Maturity.** The City shall issue debt with a final maturity less than or equal to the expected useful life of the assets being financed. Unless otherwise stated in law, the final maturity of the debt shall be no longer than 40 years (RCW 39.46.110).
- b. **Debt Service Structure.** Unless otherwise determined by the Administrative Services Director to be in the City's best interest, debt service should be structured to provide for approximately level annual aggregate payments. Refunding bonds should be structured to produce debt service savings to be in the best interest of the City, as determined by the Administrative Services Director. If appropriate, debt service reserve funds may be used for revenue bonds.
- c. **Maturity Structure.** The City's long-term debt may include serial and term bonds. Unless otherwise justified, term bonds should be sold with mandatory sinking fund requirements.
- d. **Price Structure.** The City's long-term debt may include par, discount and premium bonds. Discount and premium bonds must be demonstrated to be advantageous relative to par bond structures, given applicable market conditions and the City's financing goals.
- e. **Interest Payments.** Unless otherwise determined to be in the City's best interest, long-term debt will bear interest payable semiannually.
- f. **Redemption Features.** For each transaction, the City shall evaluate the costs and benefits of call provisions.
- g. **Capitalization of Debt Service Reserves; Capitalized Interest.** The City may include in the principal amount to be borrowed, amounts necessary to finance deposits to debt service reserves for revenue bond issues for enterprise activities only. Interest costs may be capitalized when consistent with State law and in the best interest of the City.
- h. **Tax-exemption.** The Administrative Services Director may determine whether debt will be issued on a tax-exempt basis or a taxable basis. The City shall have a preference for issuing its debt on a tax-exempt basis, assuming that it provides the lowest cost of financing. Taxable debt may be justified based on a need for

flexibility in use of proceeds (or in use of bond-financed facilities), or when expected to reduce risks and burdens on the City relative to IRS rules and post-issuance compliance.

- i. **Variable-Rate Debt.** Unless otherwise determined to be in the City's best interest, the City shall have a preference for issuing its debt with fixed interest rates for each maturity. Variable rate debt may be used if the Administrative Services Director determines it is in the City's best interest, for example, based on a need for flexibility in interim financing projects in anticipation of longer term fixed debt.
- j. **Credit Enhancements.** The City may evaluate the costs and benefits of credit enhancements on a case-by-case basis. If economically advantageous to the City, the City may utilize credit enhancements such as bond insurance to raise the rating of its bonds, with the objective of producing an overall debt service savings.
- k. **Conduit Debt and Derivatives.** The City will not issue conduit debt or engage in the use of derivatives. On a case-by-case basis, the City may enter into financing arrangements or provide debt guarantees to other municipal and quasi-municipal corporations. Such arrangements require the approval of City Council on a case-by-case basis.

5. Credit Objective

In managing the City's debt, the Administrative Services Director shall seek to maintain and improve the City's bond rating(s), to the extent consistent with City public policy priorities that may be adopted from time to time by the City Council.

6. Use of Professionals and Other Service Providers

- a. **Bond Counsel.** All debt issued by the City will be sold only upon receipt of a written opinion by bond counsel affirming that the City is authorized to issue the debt, and that all statutory requirements have been met. The bond counsel opinion and other documents relating to the issuance of debt will be prepared by nationally recognized bond counsel with extensive experience in municipal finance and tax issues. Bond counsel will be appointed by the City Attorney, in consultation with the Administrative Services Director.
- b. **Financial Advisor.** The Administrative Services Director may determine the need for and appoint a financial advisor for each debt issue, or for a specified term, consistent with the City's general authority to contract. The financial advisor shall be nationally recognized, have comprehensive municipal debt experience, including debt structuring and pricing of municipal securities, and have knowledge

of State laws relating to City finances. The City financial advisor is to be available for general purposes, and will assist the City with financing issues, as requested. In no case shall the financial advisor serve as underwriter for the City's debt issues.

- c. **Underwriter.** The Administrative Services Director will select an underwriter for any negotiated sale of bonds. The selection of an underwriter may be for an individual bond issue, series of financings or a specified time period, as determined by the Administrative Services Director. Depending upon the nature and amount of each financing, the Administrative Services Director is authorized to appoint more than one underwriter for each financing and to designate one underwriting firm as the managing underwriter.
- d. **Other Service Providers.** Professional services, including but not limited to verification agent, escrow agent or rebate analyst, shall be appointed by the Administrative Services Director.
- e. **Other City Policies and Procedures.** The City shall comply with its:
 - Post-Issuance Tax Compliance Procedures
 - Publicly Offered Bond Disclosure Procedures

7. No Alteration of this Policy

This policy may only be amended by resolution of the Richland City Council.

Guide

Consistent with the City's core values of *teamwork*, *integrity* and *excellence*, this policy is intended to create guidance that ensures debt financing is used appropriately to maintain current and future financial flexibility, and to distribute the costs of needed improvements among the present and future citizens who benefit from those improvements.

Approval

City Manager

Date

Responsible Administrator: Administrative Services Director

Revision History:

Adopted by City Council - December 19, 2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 226-17, Approving the Final Plat of West Village Phase II in Badger Mountain South

Department:

Community & Development Services

Ordinance/Resolution Number:

226-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 226-17, approving the final plat of West Village, Phase II.

Summary:

Nor Am Investment, LLC is requesting final plat approval for the second phase of the Plat of West Village, a 74 lot subdivision located within the Badger Mountain South Master Planned Community. The project is a part of the 564 lot subdivision that was originally approved by City Council on February 2, 2016, following a public hearing and recommendation for approval by the Richland Hearing Examiner.

Staff has reviewed the project to ensure compliance with the original conditions of approval attached to the plat, and has concluded that the plat is being constructed according to the identified conditions.

Staff recommends approval of Resolution No. 226-17.

Fiscal Impact:

Residential development of the lots within the plat will increase both the taxable value of the property and the demand for City services.

Attachments:

1. Resolution No. 226-17
2. Approval Conditions
3. Final Plat Map

RESOLUTION NO. 226-17

A RESOLUTION of the City of Richland approving the final plat of Phase 2 of the Plat of West Village subject to the conditions of approval listed in the Richland Hearing Examiner's Report and adopting the findings of the Richland Hearing Examiner as the findings of the City Council.

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

WHEREAS, the Hearing Examiner recommended to the City Council that it conditionally approve the preliminary plat of West Village in accordance with the Hearing Examiner's written Findings, Conclusions and Recommendation for Approval dated January 25, 2016; and

WHEREAS, the City Council held a closed record meeting to consider the recommendation of the Hearing Examiner and took action to approve the preliminary plat request through adoption of Resolution No. 12-16; and

WHEREAS, Phase 1 of the West Village plat, consisting of 82 lots and 5 tracts, was constructed in accordance with the conditions attached to the approved preliminary plat and was approved by the City Council through the adoption of Resolution No. 149-17 on August 15, 2017; and

WHEREAS, Phase 2 of the West Village plat, consisting of 74 lots, is being constructed in accordance with the conditions attached to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the final plat of West Village, Phase 2, attached hereto as **Exhibit A**, is hereby approved subject to the conditions of project approval.

BE IT FURTHER RESOLVED that the findings of the Richland Hearing Examiner made on January 25, 2016 are hereby adopted as the findings of the Richland City Council.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

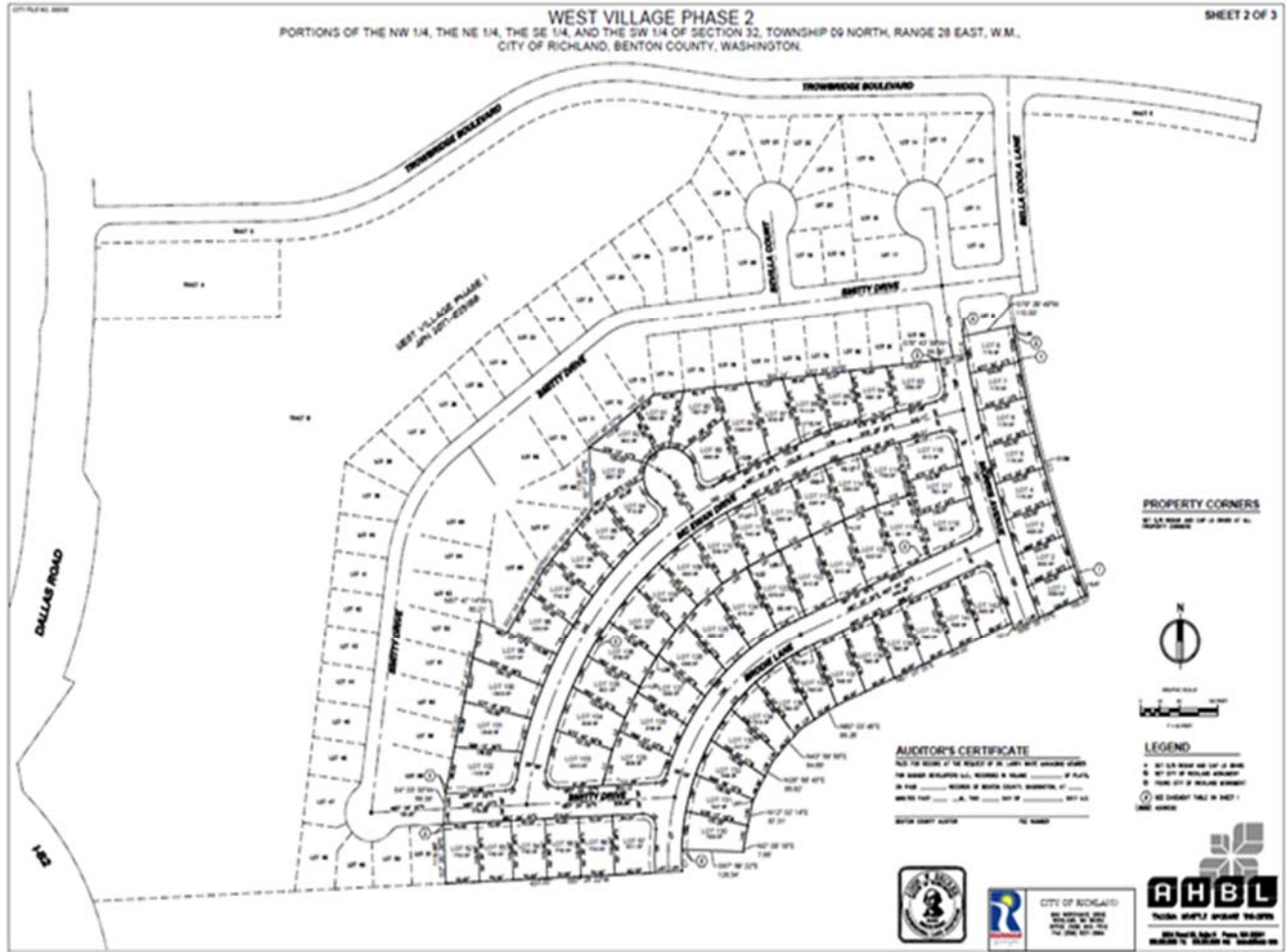
ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

EXHIBIT A



CONDITIONS OF APPROVAL

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

A. General.

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

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

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

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

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

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

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

1. The boundary of the plat shall be clearly defined. All streets and tracts that are to be a part of this project shall be delineated with a border. Dallas Road and I-82 shall be clearly depicted in the vicinity map as well.
2. *[Removed from initial recommendation, because Tract F, an Open Space tract, is adequately depicted in Exhibit 2, on sheets C0.01 and C1.13. This comment is placed here, to retain the same numbering system in the original staff recommendation].*
3. All final plans for public improvements shall be submitted prior to pre-construction on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, Mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The Mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection

will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.

4. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
5. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and its engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
6. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction. A plan review and inspection fee in the amount equal to 5% of the construction costs of the work within the right-of-way or easement will be collected at the time the permit is issued. A stamped, itemized Engineer's estimate (Opinion of probable cost) and a copy of the material submittals shall be submitted along with the final plan submittal.
7. When construction is substantially complete, a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a Mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in an AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
8. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for acceptance.
9. A pre-construction ("pre-con") conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Civil and Environmental Engineering Division at 942-7500 to schedule a pre-construction conference.
10. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
11. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
12. All construction plan sheets shall include the note "*CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811").*" Or: <http://www.call811.com/>
13. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer.* The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.
14. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

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

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

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

18. **SURVEY MONUMENT DESTRUCTION:**

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

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

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

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

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

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

Traffic & Streets:

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

22. The extension of Ava Way from West Vineyards to the roundabout at the intersection with Badger Mountain Parkway shall be constructed and completed when Badger Mountain Parkway is constructed to full-width. This will also include the complete build-out of the roundabout.
23. A traffic signal shall be constructed at the Dallas Road/Badger Mountain Parkway intersection concurrent with the phase that generates the 600th PM peak-hour trip for the entire Badger Mountain South Development. This requirement is applied to enforce the provisions of the Badger Mountain South Master Agreement. The City is tracking the accumulation of approved trip generating projects according to the approval date of the development. The developer may achieve compliance with this condition either by completing the signal construction at the appropriate time, or by participation in a traffic impact fee program adopted by ordinance by the City Council at a future date.
24. A specific cross-section of Badger Mountain Parkway was not included on sheet C1.15 of the pre-plat submittal. A cross section of this roadway and its median are needed along with a proposed cross section of the “half street” that shall be constructed concurrent with phase 1. The cross sections supplied shall be compliant with the street sections noted in the LUDR agreement.
25. A ten-foot public utility easement shall be provided along all road frontages and shown on the face of the final plat.
26. Tracts “D” and “E” (future roads) shall be built to the South plat boundary at the same time that the phase that contains them is constructed.
27. All mid-block pedestrian pathways need to be shown on both the pre-plat and construction plans and built to city standards. Said pathways shall be dedicated to the City of Richland at the time of final platting.
28. Sidewalks shall be installed along all public right of way frontages that building lots do not front on during construction of those phases (e.g., storm drainage ponds, parks, etc.).
29. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an “Arterial Collector” street, and “Road H” is classified as a “Neighborhood Collector” street. Subsequently, no driveways accessing single-family lots will be allowed onto them.
30. All intersections of private roadways or alleys with City streets shall be standard commercial driveway drops constructed to City standards.
31. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.
32. On-street parking and “No Parking” areas shall be as defined in the Badger Mountain South Land Use and Development Regulations current at the time of development. All parking restrictions shall be noted on the final construction plans and final plats.
33. Homes whose sole access is the proposed “rear alley easement” road section may have to place their garbage cans at locations acceptable to City solid waste collection vehicles.
34. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

35. It shall be the responsibility of the developer to extend a watermain to this property to serve domestic water at the time of plat construction. The existing 12-inch watermain stub off Dallas Road shall be extended to the project site at the time that Badger Mtn Parkway is constructed.
36. The existing 12-inch watermain in Ava Way in the plat of West Vineyards to the north shall also be extended to this plat to provide a “looped” water system which provides redundancy and helps eliminate stagnant water. This water extension shall be done at the same time that Ava Way is constructed.
37. Domestic water shall be extended to the adjoining properties adjacent to the pre-plat, provided they are in the correct pressure zone.
38. The developer will be required to demonstrate that all phases are capable of delivering adequate fire flows prior to construction plans being accepted for review. This may require looping of the watermain from off-site locations, or oversizing of the main where needed.
39. The fire hydrant layout shall be approved by the City Fire Marshal.

Sanitary Sewer:

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

Storm Water:

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

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

46. All construction projects that don't meet the exemption requirements outlined in Richland Municipal Code, Section 16.06 shall comply with the requirements of the Washington State Department of Ecology issued Eastern Washington NPDES Phase II Municipal Stormwater Permit. All construction activities subject to this title shall be required to comply with the standards and requirements set forth in the Stormwater Management Manual for Eastern Washington (SWMMEW) and prepare a Stormwater Site Plan. In addition a Stormwater Pollution Prevention Plan (SWPPP) or submission of a completed erosivity waiver certification is required at the time of plan submittal.
47. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.
48. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").
49. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 24 hours after the end of a storm event, and not have standing water in it longer than that. Engineering solutions are available for retention ponds that do not perk within 24 hours.
50. As per RMC chapter 24.20.070 and the City of Richland's Comprehensive Stormwater Management Plan, the storm drainage system installed as part of this plat may need to be oversized in order to handle the additional flow from future developments in the vicinity.
51. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
52. If the storm drain pond slopes are greater than 25% or deeper than 4-feet, then a 6-foot fence will be required around the perimeter of the pond with a minimum 12-foot wide gate for maintenance vehicles. A maintenance road from the public Right of Way to the bottom of the pond is also needed (2-inches of compacted gravel, minimum). The City's maintenance of the pond in the future will consist of trimming weeds to maintain compliance with fire and nuisance codes, and maintaining the pond for functionality.
53. The developer shall be responsible for landscaping the storm pond and for its maintenance through the one-year infrastructure warranty period. At a minimum the landscaping plan should be consistent with the City's intended maintenance standard as described above. If the developer wishes for the pond to be landscaped and visually appealing, then the homeowners association should be considered for maintenance responsibilities. This will require an irrigation meter and sprinkler system (including a power source), and responsibility for maintaining the landscaping.
54. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance of the "Letter of Final Acceptance"). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

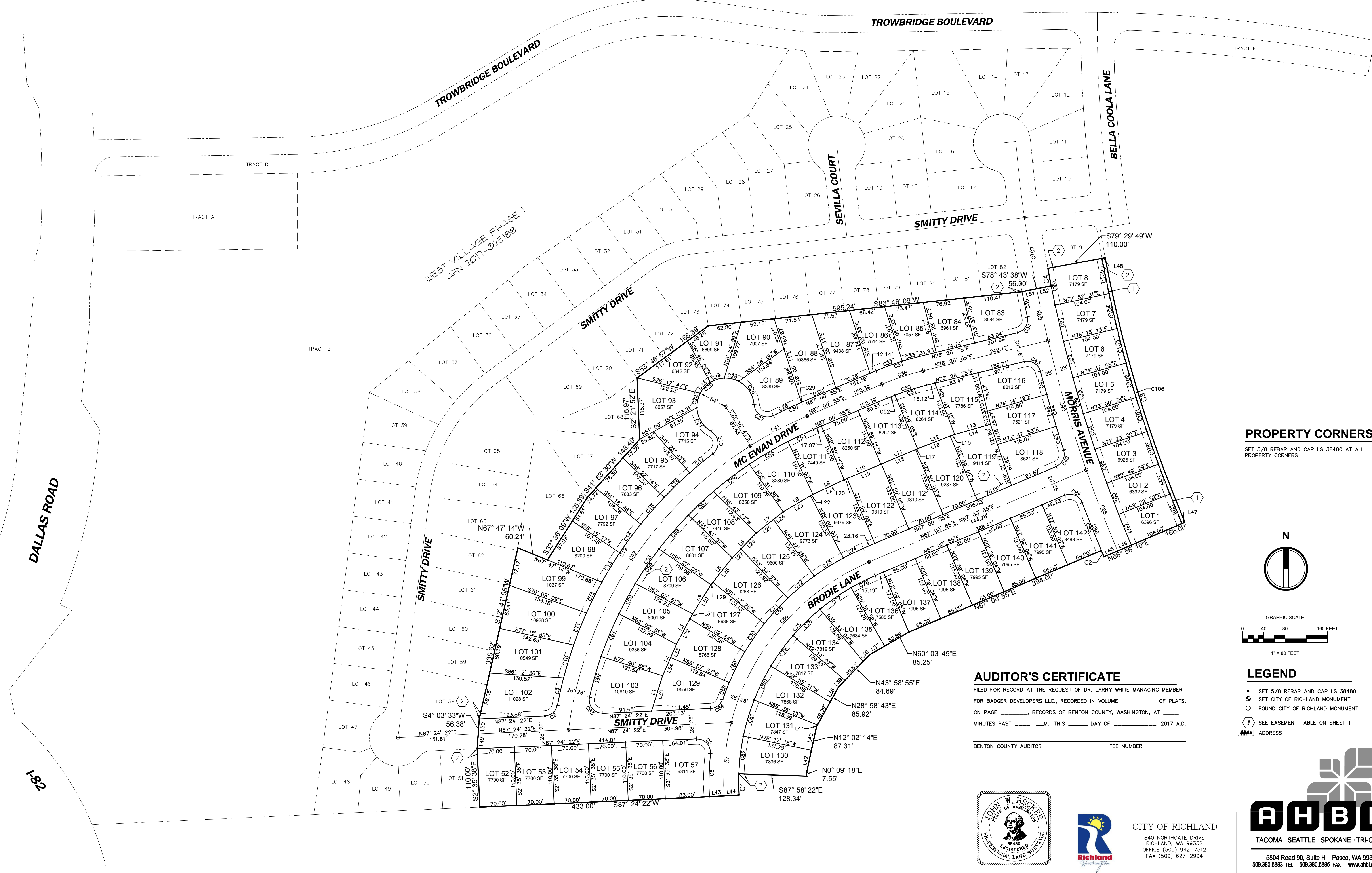
Final Platting / Project Acceptance Requirements:

55. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a Mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted

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

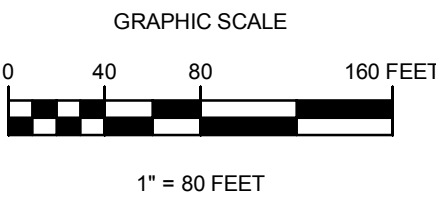
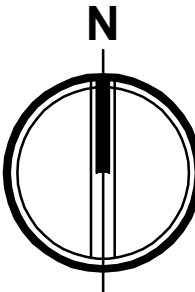
56. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of a certificate of occupancy. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of occupancy. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for final occupancy.
57. Any off-site easements or permits necessary for this project shall be obtained and secured by the applicant and supplied to the City at the time of plat construction and prior to final plat acceptance by the City.
58. Ten-foot wide public utility easements will be required on the final plat along both sides of all rights-of-way within the proposed plat.
59. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: *"The private roads & alleys are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads"*.
60. A note shall be added to the face of the plat that states: *"The private drives & alleys within this plat are fire lanes and parking is restricted. The required no-parking signs shall be installed by the developer where applicable."* Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.
61. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
62. A note will be shown on the face of the final plat stating that Badger Mountain Parkway is classified as an "Arterial Collector" and "Road H" is classified as a "Neighborhood Collector" street. Subsequently, no driveways accessing single-family lots will be allowed onto them.
63. A one-foot "No access / screening easement" will be required along the Dallas Road, Badger Mountain Parkway and "Road H" rights-of-way.
64. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
65. Any unpaid L.I.D. assessment(s) attached to any property included within the plat must be paid in full or segregated per Richland Municipal Code 3.12.095.
66. Any restricted parking areas on public streets shall be indicated on the final plat documents.

WEST VILLAGE PHASE 2
PORTIONS OF THE NW 1/4, THE NE 1/4, THE SE 1/4, AND THE SW 1/4 OF SECTION 32, TOWNSHIP 09 NORTH, RANGE 28 EAST, W.M.,
CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



PROPERTY CORNERS

SET 5/8 REBAR AND CAP LS 38480 AT ALL
PROPERTY CORNERS



LEGEND

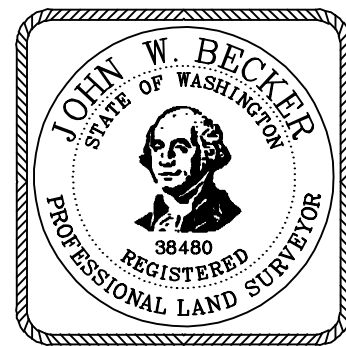
- SET 5/8 REBAR AND CAP LS 38480
- ⊙ SET CITY OF RICHLAND MONUMENT
- ⊕ FOUND CITY OF RICHLAND MONUMENT
- ⬡ SEE EASEMENT TABLE ON SHEET 1
- [####] ADDRESS

AUDITOR'S CERTIFICATE

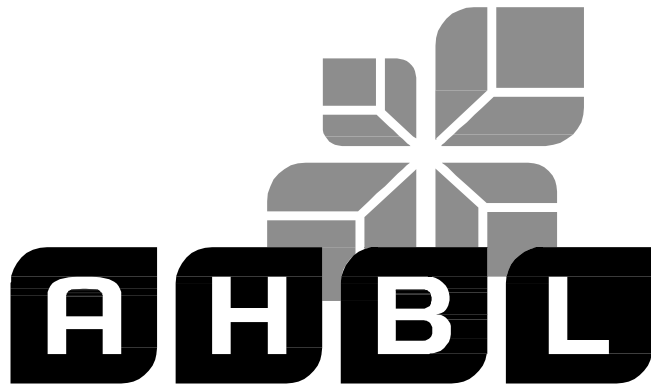
FILED FOR RECORD AT THE REQUEST OF DR. LARRY WHITE MANAGING MEMBER
FOR BADGER DEVELOPERS LLC., RECORDED IN VOLUME _____ OF PLATS,
ON PAGE _____ RECORDS OF BENTON COUNTY, WASHINGTON, AT _____
MINUTES PAST _____ M., THIS _____ DAY OF _____, 2017 A.D.

BENTON COUNTY AUDITOR

FEE NUMBER



CITY OF RICHLAND
840 NORTHGATE DRIVE
RICHLAND, WA 99352
OFFICE (509) 942-7512
FAX (509) 627-2994



5804 Road 90, Suite H Pasco, WA 99301
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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 227-17, Approving Support of the Operation of the Columbia Generating Station

Department:

Energy Services

Ordinance/Resolution Number:

227-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 227-17, declaring support of the operation of the Columbia Generating Station.

Summary:

The City of Richland Energy Services is a member of Energy Northwest, a Joint Operating Agency of the State of Washington comprised of 27 public power utilities and owner/operator of four generating facilities including Columbia Generating Station (CGS). CGS, the Northwest's only nuclear power plant and the second largest source of carbon-free electricity in Washington State behind hydro power, produces 10% of the power RES provides to customers and employs over 1,000 employees, many who live in Richland. CGS produces 1,190 gross megawatts of electricity and could meet the load of the City of Richland ten-times over with its continuous supply of affordable, carbon-free electricity. CGS has an exemplary record of safe, reliable operation. After extensive environmental and technical reviews, the Nuclear Regulatory Commission approved CGS' operation through 2043.

The safe, continuous operation of CGS helps RES keep its electric rates as low as reasonably possible and provides significant value to Richland's economy. For this reason, staff recommends that Council adopts this resolution in support of CGS.

Fiscal Impact:

No fiscal impact.

Attachments:

1. Resolution No. 227-17

RESOLUTION NO. 227-17

A RESOLUTION of the City of Richland in support of the operation of the Columbia Generating Station.

WHEREAS, the primary purpose of the engagement of City of Richland Energy Services (RES) staff with other agencies and utilities related to electric utility operations is to minimize the rate impact to Richland's electric utility customers, and to maintain Richland's electric utility rates as low as responsibly possible; and

WHEREAS, the City of Richland operates RES, a municipal electric utility serving over 23,000 customers with reliable power at the lowest responsible cost; and

WHEREAS, ninety-nine percent (99%) of RES' purchased wholesale power is from carbon-free generating resources, including ten percent (10%) nuclear generation from the Columbia Generating Station; and

WHEREAS, the City is a member of Energy Northwest, a Joint Operating Agency of the State of Washington committed to producing electricity from carbon-free generating resources; and

WHEREAS, Energy Northwest operates the Columbia Generating Station, a nuclear power plant that is the largest source of carbon-free electricity in the State of Washington after the State's indigenous supply of clean hydroelectric power; and

WHEREAS, the Columbia Generating Station has an exemplary record of safe, reliable operation and produces enough low-cost, carbon-free electricity each year to supply a city the size of Seattle, Washington; and

WHEREAS, the replacement of the Columbia Generating Station by a natural gas combined cycle gas turbine, a similarly reliable source of electricity, would add at least 3,000,000 metric tons of carbon to the atmosphere each year, which would adversely affect efforts to combat climate change; and

WHEREAS, the U.S. Nuclear Regulatory Commission, following extensive safety and environmental technical reviews and onsite inspections, found that the Columbia Generating Station can continue its safe and reliable operation through 2043; and

WHEREAS, the Richland City Council has found that the operation of the Columbia Generating Station is essential to ensuring that its customers receive a continuing supply of affordable, carbon-free electricity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that Energy Northwest should take all possible steps to ensure the continued safe and reliable contribution of the Columbia Generating Station through its lifecycle to the Northwest clean energy mix as approved by the U.S. Nuclear Regulatory Commission.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 229-17, Authorizing a Consulting Services Agreement Supplement with BergerABAM, Inc. for the Duportail Bridge Project

Department:

Public Works

Ordinance/Resolution Number:

229-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 229-17, authorizing the City Manager to sign and execute an Supplement No. 14 to an agreement with BergerABAM, Inc. for the Duportail Bridge project.

Summary:

The Duportail Bridge project is the highest priority transportation system improvement currently being developed by the City. BergerABAM, Inc. has been the City's design engineering consultant throughout the project development, beginning in 2008. Numerous contract supplements have been executed since the 2008 contract as project development and budget allowed. The most recent supplement, No. 13, was executed in mid-2017 with the objective of completing the bid documents.

After Supplement No. 13 was executed, several unforeseen issues surfaced requiring additional consultant effort not identified in Supplement No. 13. The additional work was focused on a last minute change by the Washington State Department of Ecology in regulatory approach to wetland mitigation, and on compliance with Buy America compliance documentation.

City staff and BergerABAM, Inc. staff have prepared the proposed Supplement No. 14 to capture the above-mentioned compliance work necessary to prepare the project for construction, and the anticipated construction period support needed by City staff. City staff will lead the construction management and inspection efforts for the project with support from the consultant team where needed.

During construction, BergerABAM, Inc. will provide engineering reviews and on-site inspection for specialty items such as bridge structural elements and special environmental compliance observations.

Staff recommends approval of this contract supplement as it represents the best value to the City for completing this important project.

Fiscal Impact:

The total cost of this consultant agreement supplement will not exceed \$1,641,373. These costs are part of the Duportail Bridge Phase 1 costs estimated at \$27,750,000. The 2018 - 2030 Capital Improvement Plan (CIP) includes adequate funding for the Phase 1 project, which includes scope and funding from the Water Utility and the Duportail Bridge project budget. The street and bridge costs, totaling \$23,450,000, will be funded as shown in the CIP for the Duportail Bridge. The funding sources applied to the Phase 1 contract will be the Transportation Improvement Board grant, the federal funds grant awarded by the Benton Franklin Council of Governments, and the Connecting Washington grant from Washington State.

Attachments:

1. Resolution No. 229-17
2. BergerABAM, Inc. Supplement No. 14



RESOLUTION NO. 229-17

A RESOLUTION of the City of Richland authorizing the execution of Supplemental Agreement No. 14 with BergerABAM, Inc. to provide additional design and construction support services for the Duportail Bridge project.

WHEREAS, the Duportail Bridge is the City's highest priority transportation system improvement; and

WHEREAS, the City has split construction of the Duportail Bridge project into two phases to advance the bridge construction: Phase 1 will construct the Duportail Bridge and the portions of Duportail Street between City View Drive and Riverstone Drive; Phase 2 will construct the remaining portions of Duportail Street from Riverstone Drive to Cottonwood Drive, including the SR-240 intersection; and

WHEREAS, construction of the Duportail Bridge – Phase 1 will begin in 2018; and

WHEREAS, additional design work is required to address federal and environmental compliance for permitting the project; and

WHEREAS, the project will require construction support services from the design consultant team for Phase 1 work; and

WHEREAS, staff has worked with BergerABAM, Inc., the City's planning and design consultant for the project, to identify the additional tasks necessary to support the project during construction; and

WHEREAS, a supplement to the original contract with BergerABAM, Inc. is necessary to perform the additional design tasks and construction tasks identified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Supplemental Agreement No. 14 with BergerABAM, Inc. for the Duportail Bridge project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>14</u>		Organization and Address	
Original Agreement Number N/A		BergerABAM Inc. 33301 Ninth Avenue S., Suite 300 Federal Way, WA 98003 Phone: 206-431-2300	
Project Number STPUS-3440(001)	Execution Date 2/6/2008	Completion Date 12/31/2020	
Project Title Duportail Bridge - Phase 1 Construction Phase	New Maximum Amount Payable \$6,404,153.00		
Description of Work The purpose of Supplement No. 14 is to provide Engineer-of-Record Design Construction Support Services and Limited Construction Inspection Services during construction of the project, and to provide for the additional engineering required to complete the PS&E.			

The Local Agency of City of Richland

desires to supplement the agreement entered in to with BergerABAM Inc.

and executed on 2/6/2008 and identified as Agreement No. N/A

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Extend the contract end date to 12/31/2020.

III

Section V, PAYMENT, shall be amended as follows:

See attached Exhibits E-1 and G-1.

~~as set forth in the attached Exhibit A,~~ and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: BergerABAM Inc.

By: City of Richland

Consultant Signature

Approving Authority Signature

Date

**EXHIBIT A-1 – SCOPE OF WORK FOR SUPPLEMENT NO. 14
CITY OF RICHLAND – DUPORTAIL BRIDGE PROJECT
ENGINEER-OF-RECORD DESIGN CONSTRUCTION SUPPORT SERVICES AND
LIMITED CONSTRUCTION INSPECTION SERVICES, AND
ADDITIONAL ENGINEERING TO COMPLETE THE PS&E**

INTRODUCTION

Engineering services for the Duportail Bridge project are being accomplished in three phases.

- Phase 1: Design report; bridge type, size, and location study and environmental documentation, including an environmental assessment.
- Phase 2: Preliminary design and right-of-way plans (Phase 2A); final design; plans, specifications, and construction cost estimate; and construction permits (Phase 2B).
- Phase 3: Construction support services.

STATUS OF PROJECT PHASES

The current status of each phase and its relationship to this supplement are as follows.

- Phase 1 scope is complete.
- Phases 2A and 2B are complete.
- Phase 3, Construction Support Services, is addressed in this scope of work.

PURPOSE FOR THIS SUPPLEMENT

The purpose of Supplement No. 14 is to provide Engineer-of-Record Design Construction Support Services and Limited Construction Inspection Services during construction of the project, and to provide for the additional engineering required to complete the PS&E.

The estimated level of effort associated with providing these services is shown in Exhibit E-1, and is based upon the scope of work, assumptions, and task descriptions provided below.

TASK 1.0 GENERAL ACTIVITIES (SUPPLEMENTED)

CONSULTANT and subconsultant(s), as applicable, shall continue to perform the basic project administration services described below. The following activities are anticipated to increase to account for the new items of scope identified in this document.

- Project management related to the additional tasks in this supplement.
- Management of subconsultant(s) for the above effort.

TASK 2.0 DATA COLLECTION, TOPOGRAPHIC SURVEY, EXISTING RIGHT-OF-WAY, AND UTILITY MAPPING (J-U-B ENGINEERS, INC.) (SUPPLEMENTED)

Refer to JUB memorandum dated on October 31, 2017 with the subject, Duportail Bridge Out of Scope Items.

TASK 4.0 TRAFFIC ENGINEERING (TRANSP0) (SUPPLEMENTED)

Additional PIF Research

Transpo Group USA, Inc. (Transpo) assisted with the vendor and manufacturer research associated with Buy America and the WSDOT PIF submittal process. Transpo analyzed the City of Richland's traffic signal and illumination specifications for proprietary items, then reached out to those specific manufacturers to see if they met Buy America standards. Transpo assisted BergerABAM prepare PIF submittal data for WSDOT, and coordinated with the City of Richland on an as-needed basis per their direction.

TASK 5.0 CIVIL ENGINEERING (J-U-B ENGINEERS, INC.) (SUPPLEMENTED)

Refer to JUB memorandum dated on October 31, 2017 with the subject, Duportail Bridge Out of Scope Items, also shown in Exhibit E-1.

TASK 6.0 STRUCTURAL ENGINEERING (BergerABAM) (SUPPLEMENTED)

Subtask 6.8 Permitting Support (SUPPLEMENTED)

Wetland Support (NEW)

The CONSULTANT will provide additional support to document the work impacts below the ordinary high water mark within the wetland. Figures will be provided show area of impacts on the plans with a square foot estimate.

Subtask 6.10 Ad, Bid, and Award Services (SUPPLEMENTED)

The CONSULTANT shall provide the following additional design efforts.

Pre-Bid Meeting (NEW)

The CONSULTANT will conduct a prebid meeting in conjunction with the CITY. This includes preparing a presentation in PowerPoint format highlighting key project features that are included in the Contract. A site tour will be conducted directly after the prebid meeting. The completed presentation along with a meeting sign in sheet will be transmitted to the City for posting on the City's website.

Deliverable(s)

- Power Point presentation, Meeting Sign-In sheet

Bid Evaluation Review and Meeting (NEW)

The CONSULTANT will facilitate a bid review meeting with the CITY and apparent low. The CONSULTANT will evaluate the bid tabulations of all bidders and compared to the Engineers Estimate and other bidders. Items that contain discrepancies from the Engineers Estimate will be highlighted for review. The CONSULTANT will prepare a list of questions regarding the Contractor's approach to the project, the conceptual project schedule and any bid items with discrepancies from the Engineers Estimate. The meeting will be held in the City of Richland. After the meeting, the CONSULTANT will forward documentation of the meeting and recommendations to the CITY.

Deliverable(s)

- Review of Contractor's Bid, Meeting Minutes and Recommendations to CITY

Subtask 6.13 Additional PIF and Buy America Support (SUPPLEMENTED)

The CONSULTANT shall coordinate with all sub consultants, and compile all proprietary items identified for the different elements of work. The proprietary items containing steel were more than anticipated and required additional research regarding Buy America requirements. PIF's were drafted for Bridge Illumination, Waterline, Sewer Lift Station Entry Components, Sewer Lift Station Mechanical and Electrical Components and Traffic Signal and Illumination Components. The CONSULTANT has recently prepared PIF's that were reviewed by WSDOT Olympic Region and it appeared that the South Central Region has a slight difference of opinion on how the form is prepared. This resulted in all PIF's being revised after submission to WSDOT with one PIF revised three times. This resulted in revisions to Special Provision 1-06 Buy America since WSDOT require the value of allowable foreign steel be adjusted for the proprietary products containing foreign steel.

Deliverable(s)

- PIF applications

Subtask 6.14 Architectural Design Features (SUPPLEMENTED)**Subtask 6.14.4 Architectural Construction Documents**

The CONSULTANT will assist the CITY and Richland Art Commission Team (Art Committee) to develop the architectural standards to use on the project walls and bridge. The CONSULTANT will incorporate the proposed concepts into the contract drawings as applicable with the structural criteria. The CONSULTANT shall provide 5 additional drawings (16 total architectural drawings) along with coordination and documentation for construction.

Deliverable(s)

- Develop (5) new contract drawings

TASK 8.0 ENVIRONMENTAL DOCUMENTATION (WIDENER) (SUPPLEMENTED)

Widener & Associates, under a subconsultant agreement with the CONSULTANT, shall be responsible for the subtasks listed below, as a supplement to the current contract.

Wetland Mitigation and Monitoring Report (NEW)

This task provides for developing a wetland mitigation and monitor plan as required by WADOE. This work will include developing a mitigation plan based on the wetland delineation to document how the proposed project provides adequate compensation for the short-term impacts. The following tasks will be required:

- Develop a draft wetland mitigation and monitoring report that identifies the proposed mitigation and monitoring.
- Responses to City comments and revised the report and submit to WADOE and USACE

- Finalize the report based on agency comments.
- Provide any updates to the construction contract as necessary based on final mitigate plan approval by WADOE and USCE

Deliverable(s)

- Wetland mitigation documentation

SCOPE OF SERVICES –TASK 20.0 – ENGINEER-OF-RECORD DESIGN CONSTRUCTION SUPPORT SERVICES

Engineer-of-Record Design Construction Support Services (DCSS), provides continuity of the design team through the construction process. Services to be provided by the CONSULTANT during construction will include shop drawing review, submittal review, and responses to contractor requests for information (RFIs). Services may also include adjustments to the project design to work around unforeseen site conditions or changes required during construction. Services will include limited site visits and limited attendance at project meetings, preparation of record drawings, and providing a bridge load rating report.

Under DCSS, five basic tasks will be provided as follows.

DCSS Task 20.1 – Project Administration, Permitting Support, and Meetings

The CONSULTANT will attend project site meetings as requested by the CITY. It is assumed the CONSULTANT will attend the preconstruction meeting and the assumed number of weekly meetings shown in the fee estimate.

This task also includes coordination of design services for both CONSULTANT, subconsultants, and the CITY Construction Administration and Inspection (CA&I) staff.

DCSS Task 20.2 – Requests for Information and Submittal Review

The CONSULTANT will respond to questions and RFIs by the contractor and shall review contractor submittals as assigned by the CONSULTANT CA&I staff. The assumed number of RFIs are shown in the fee estimate. Assumed submittal reviews are included in the accompanying fee estimate.

Deliverable(s)

- Responses to CONSULTANT CA&I staff to support RFIs and submittal review, as required.

Assumptions

- This scope does not include Columbia Irrigation District's (CID) Engineer independent reviews.
- This scope assumes the CITY will provide the Buy America compliance reviews.

DCSS Task 20.3– Change Orders and Value Engineering Change Proposal (VECP) Review

The CONSULTANT shall provide revised plans and specifications as required to execute change orders.

Deliverable(s)

- Revised plans and specifications will be provided, as required.
- Independent estimates for proposed change orders (task under CA&I Services).
- VECs will be evaluated when requested.

Assumptions

- This scope does not include design of alternatives or proposed redesign of contract items.
- Change order form to be in a format approved by the CITY (task under CA&I Services).

DCSS Task 20.4 – Record Drawings

The CONSULTANT shall prepare a record set of drawings for the CITY that reflect field changes (additions, modifications, or deletions) to the bid drawing set during construction. The record drawing set shall include any drawings revised or reissued during construction as a result of change orders and shall include changes resulting from RFI responses. The basis for the record drawings shall be a set of bid drawings redlined with changes by the CITY and supplied to the CONSULTANT. These drawings shall be noted as “record drawings” in the drawing revision block and shall not require seals or signatures of registered professionals. The intent of the record drawing set is to provide the best information available to capture significant field changes but not necessarily every minor change that may occur.

Deliverable(s)

- One set of 11x17 in PDF format
- One electronic set in AutoCAD format

DCSS Task 20.5 – Bridge Load Rating (BergerABAM)

The CONSULTANT shall load rate the bridge in accordance with WSDOT load rating procedures.

Deliverable(s)

- Load rating calculations and copies

TASK 30.0 – LIMITED CONSTRUCTION INSPECTIONS (LCI)

CONSULTANT civil and structural design staff, geotechnical engineers, and environmental specialist will provide part-time or special inspections on an as-needed or as-desired basis. Possible specialized inspection services may include the following.

- Structural Engineer observations of the drilled shaft operations, during excavation and concrete and CSL testing, including transition pours, preparation of the shaft reinforcement cage, and concrete placement.
- Structural Engineer observations of bridge substructure and wall construction.
- Structural Engineer observations of bridge superstructure construction, including falsework and formwork installation, placement of reinforcing steel, concrete placement, bridge deck construction, bridge rail construction, pedestrian rest area construction, installation of water and utility inserts, and hangers and architectural features.

- Geotechnical observation of structural earth wall construction.
- Geotechnical observations of installation and testing of micropiles
- Geotechnical observations of installation and testing of tieback/rock anchors.
- Geotechnical observations of bridge footing subgrade.
- Geotechnical observations of rock excavations, in particular at Pier 2 and the CID canal.
- Geotechnical observations of wetwell shoring installation.
- Geotechnical observation and evaluation of subgrade beneath the Duportail roadway.
- Civil Engineer inspections of the CID canal construction.
- Civil Engineer inspections of the sewer lift station and Conley Engineering shop test Power and Control Panels Observation.
- Civil Engineer inspections of the waterline installation.
- Civil/Roadway Engineer survey verifications of contractor-provided surveys of all project elements as requested.
- Environmental Specialist inspections and monitoring during in-water work activities.
- Environmental Specialist compliance inspections.
- Environmental Specialist inspections of mitigation site construction and plantings.

Deliverable(s)

- CONSULTANT staff will provide daily inspection reports whenever on site to conduct these inspections.

Assumptions

- This scope does not include CID's Engineer independent observation/inspections and reviews.

Task 30.1 – Environmental Construction Support (Widener)

This task provides for the ongoing environmental compliance reviews of the project during construction. The following tasks identify the work needed.

- Monitor the Section 404 and Section 401 permit conditions during the construction of instream work platforms.
- Verifying the conditions of the Hydraulic Project Approval have been met or modified to maintain contract compliance.

- Provide monthly assistance in National Pollutant Discharge Elimination System (NPDES) oversight with the CM team to assure Contractor compliance with the NPDES permit. Provide CESL inspection services as needed for all utility work on the project that is not covered by the Contractor.
- Respond to Contractor RFIs concerning environmental issues and commitments.
- Update permits as needed to address construction issues.

SCHEDULE FOR DCSS AND LCI SERVICES

The accompanying fee estimate is based on an evaluation of the conceptual construction project schedule. It is recognized by both parties that this schedule and associated work durations are estimated and that the Contractor's schedule will become the "real" schedule against which staffing plans must be made.

Key assumed milestones in this estimated Construction Time Estimate are as follows.

CONSULTANT Notice to Proceed (NTP) Date	31 December 2017
Contractor NTP Date	18 January 2018
Substantial Completion	September 2020
Physical Completion	October 2020
Contract Completion	December 2020
In-Water Work Window Year 1	1 July through 30 September
In-Water Work Window Year 2	1 July through 30 September

BUDGET FOR DCSS AND LCI SERVICES

General

It is recognized by both parties that efforts to provide services under this supplemental agreement can vary considerably from estimates used to develop the additional amount payable for this supplemental agreement. Some budget items may cost more and other items may cost less. Budgets for some subconsultants may not be expended and may be used by CONSULTANT and/or other subconsultants if needed.

CONSULTANT will monitor total costs expended under this supplemental agreement and will notify the CITY when costs have reached 25, 50, and 75 percent of the maximum amount payable authorized under this supplemental agreement. At each cost milestone, the CONSULTANT will coordinate with the CITY and will jointly develop an estimated amount to complete the work. If CONSULTANT costs for the remaining work under this agreement are estimated to be higher than the original amount in this supplement, the remaining work above the amount authorized will not be performed without prior written authorization from the CITY. This paragraph supplements Section XIV, EXTRA WORK, of the original Agreement.

Field Office Equipment and Supplies

The CONSULTANT will provide computer, laptops, tablets, cell phones, and supplies. For staff not stationed in Richland that will be on site for more than one day, it is assumed the CITY will provide office space for CONSULTANT staff.

Vehicles and Mileage

CONSULTANT field staff shall be compensated for mileage traveled to, from, and at the site. Travel expenses for part-time and temporary inspection services, as well as for project meetings attended by engineer support staff of the CONSULTANT and its subconsultants, shall be invoiced on the basis of mileage.

SUBCONSULTANTS

These construction support services include services provided by the following subconsultants.

- JUB – Civil and Roadway Engineer, Surveyor
- Shannon & Wilson – Geotechnical Engineer
- Transpo –Traffic Signal and Roadway Illumination Engineer
- Widener and Associates – Environmental

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
Summary Sheet for Phase 2B and Phase 3

ABAM Summary Sheet
12/6/2017

Phase 2B - Additional Engineering to Complete the PS&E (See Page 2 of 20)	\$ 84,555
Phase 3 - EOR, DCSS, and LCI Services (See Page 9 of 20)	<u>\$ 1,456,818</u>
Total Estimated Amount for Phase 2B and Phase 3	<u>\$ 1,541,373</u>
Management Reserve	<u>\$ 100,000</u>
TOTAL AUTHORIZED AMOUNT FOR PHASE 2B AND PHASE 3	<u>\$ 1,641,373</u>

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
Additional Engineering to Complete PS&E

PHASE 2B
BergerABAM Ph 2B Fee
12/6/2017

DIRECT SALARY COSTS (DSC) for BergerABAM

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager	16	X	\$77.84	= \$	1,245
2 Sr. Bridge Engineer	21	X	\$58.32	= \$	1,225
3 Bridge Engineer	49	X	\$43.70	= \$	2,141
4 Civil Project Engineer	80	X	\$52.93	= \$	4,234
5 Construction Specialist	59	X	\$59.95	= \$	3,537
6 CAD Operator/Designer	40	X	\$41.20	= \$	1,648
7 Admin/Coord.	10	X	\$34.23	= \$	342
BERGER/ABAM Hours, Total	275	Subtotal Direct Salary Costs (DSC) = \$			14,373
	0%	Salary Escalation = \$			-
		Subtotal (DSC + SE) = \$			14,373
	Overhead (OH)	166.65%	of (DSC + SE) = \$		23,953
	Fixed Fee (FF)	0.00%	of (DSC + SE) = \$		-
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					38,326

DIRECT NONSALARY COSTS (DNSC)

Mileage	800	miles @ \$ 0.535	\$	428
Misc		Miscellaneous	\$	100
TOTAL REIMBURSABLE EXPENSES (DNSC) = \$				528

TOTAL BERGER/ABAM FEE (DSC + SE + OH + FF + DNSC) = \$	38,854
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SUBCONSULTANTS (see Exhibit G)

J-U-B (Tasks 2 & 5)	\$	25,300
Transpo (Task 4)	\$	5,900
Widener & Associates (Task 8)	\$	14,501

TOTAL SUBCONSULTANT FEES = \$	45,701
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TOTAL AUTHORIZED AMOUNT = \$	84,555
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TASK ACTIVITY DESCRIPTION	Task/Activity No.	Percent Breakdown	Project Manager	Sr. Bridge Engineer	Bridge Engineer	Civil Project Engineer	Construction Specialist	CAD Operator/Designer	Admin/Coord.	Totals
TASK 1 - GENERAL ACTIVITIES (Phase 2B)	1		4	4	-	-	8	-	8	24
Contract Administration, Invoicing, and Progress Reports	1.1		4	-	-	-	-	-	8	12
Subconsultant Agreements			4	-	-	-	-	-	8	12
Quality Assurance	1.3		-	4	-	-	8	-	-	12
Quality Management, QA/QC			-	4	-	-	8	-	-	12
TASK 2 - DATA COLLECTION, TOPOGRAPHIC SURVEY, EXISTING RIGHT-OF-WAY, AND UTILITY MAPPING (J-U-B)	2		See JUB Evaluation Estimate							
BergerABAM Coordination			-	-	-	-	-	-	-	-
BergerABAM Review and Coordination			-	-	-	-	-	-	-	-
TASK 4 - TRAFFIC ENGINEERING (TRANSP)	4		See Transpo Evaluation Estimate							
BergerABAM Coordination			-	-	-	-	-	-	-	-
BergerABAM Review and Coordination			-	-	-	-	-	-	-	-
TASK 5 - CIVIL ENGINEERING (J-U-B)	5		See JUB Evaluation Estimate							
BergerABAM Coordination			-	-	-	-	-	-	-	-
BergerABAM Review and Coordination			-	-	-	-	-	-	-	-
TASK 6 - STRUCTURAL ENGINEERING	6		12	17	49	80	51	40	2	251
Permitting Support	6.8		4	-	13	-	2	-	-	19
Wetland Support (NEW)			4	-	13	-	2	-	-	19
Ad, Bid, and Award Services	6.12		8	12	16	-	40	-	2	78
Pre-Bid Meeting (NEW)			6	8	16	-	28	-	-	58
Bid Evaluation Review and Meeting (NEW)			2	4	-	-	12	-	2	20
Additional PIF and Buy America Support	6.13		-	-	-	80	9	-	-	89
PIF Applications			-	-	-	80	9	-	-	89
Architectural Design Features	6.14		-	5	20	-	-	40	-	65
Additional Architectural Drawings			0	5	20	0	0	40	0	65
TASK 8 - ENVIRONMENTAL DOCUMENTATION (WIDENER)	8		See Widener Evaluation Estimate							
BergerABAM Coordination			-	-	-	-	-	-	-	-
BergerABAM Review and Coordination			-	-	-	-	-	-	-	-
TOTAL HOURS			16	21	49	80	59	40	10	275

TASK ACTIVITY DESCRIPTION	Task/Activity No.	Percent Breakdown	Project Manager	Sr. Bridge Engineer	Bridge Engineer	Civil Project Engineer	Construction Specialist	CAD Operator/Designer	Admin/Coord.	Totals
ARCHITECTURAL DRAWINGS			PM	SBE	BE	CPE	Cs	CAD	ADM	Totals
WALL 1 ARCHITECTURAL LAYOUT - SHEET 2 (Added)			-	-	-	-	-	-	-	
WALL 2 ARCHITECTURAL LAYOUT - SHEET 2 (Added)			-	1	4	-	-	8	-	13
WALL 2 ARCHITECTURAL LAYOUT - SHEET 3 (Added)			-	1	4	-	-	8	-	13
NOISE WALL ARCHITECTURAL PANELS - SHEET 4 (Added)			-	1	4	-	-	8	-	13
NOISE WALL ARCHITECTURAL PANELS - SHEET 5 (Added)			-	1	4	-	-	8	-	13
SUBTOTAL ARCHITECTURAL DRAWING HOURS			0	5	20	0	0	40	0	65

MEMORANDUM

DATE: October 31, 2017
TO: Chuck Spry, P.E.
CC:
FROM: Rick Door, P.E.
SUBJECT: Duportail Bridge Out of Scope Items

The following out of scope items as identified in previous status reports represents work outside of items included in the last supplement. The majority of this work was right of way revisions. The total below represents \$25,300 out of scope items.

Surveying & Right of Way Revisions

Refer to Supplement No. 13 scope – “Supplement 12 excluded any additional right-of-way revisions. **It is our understanding going forward that no additional right-of-way work is anticipated.**” The City did not allow us to include additional budget for future ROW or surveying requests when negotiating Supplement No. 13.

Wetland Survey & Exhibit September 19, 2017 to September 25, 2017 (\$4800)

- ☐ September 19, 2017 – Conference Call requesting additional work for an updated wetland survey required for DOE permit.
- ☐ Field Surveys per direction from Widener:
 - ☐ September 20, 2017 Staked Temporary and Permanent Easements
 - ☐ September 21, 2017 Tied wetland delineation
 - ☐ September 22, 2017 Set OHW stakes and additional topo vegetation line
- ☐ Survey Processing Data for staking and from field surveys
 - ☐ September 20, 2017
 - ☐ September 21, 2017
 - ☐ September 22, 2017
 - ☐ September 25, 2017 – Additional processing from late topo survey Sept. 22, 2017
- ☐ September 22, 2017 Set OHW stakes and topo ve
- ☐ September 22, 2017 Worked with Alex Callender (Widener) to create an Ordinary High Water exhibit for meeting with DOE in the field that day.

Surveyors staked the OHW in morning. While meeting with DOE Alex directed our surveyors to pick up additional topo of vegetation line.

- ☐ September 25, 2017 Updated the Ordinary High Water exhibit per direction from Widener and Berger/ABAM.

Right-of-Way Revisions – September 8, 2017 to September 18, 2017 (\$5100)

- ☐ September 8, 2017 - City request new boundary lines, updated plans per DNR review, and directed J-U-B to develop legal descriptions for Limited Access Lines.
- ☐ Updated ROW Plans CADD per City Request
 - o September 11, 2017
 - o September 12, 2017
 - o September 13, 2017
 - o September 14, 2017
- ☐ September 12 & 13, 2017 - City request revisions to Limited Access and Legal Descriptions.
- ☐ Developed/Revised Legal Descriptions/QC Review by Surveyor & Survey Manager
 - o September 11, 2017
 - o September 12, 2017
 - o September 13, 2017
- ☐ September 15, 2017 – File Transfer updated ROW plans, CAD files, Legal to Berger/ABAM.
- ☐ September 18, 2017 – Verify ROW revision alignments match construction plans

Right-of-Way Revisions – July 30, 2017 to September 2, 2017 (\$5900)

- ☐ July 31, 2017 – COR requested plan revisions remove City properties from ROW
- ☐ August 3, 2017 through August 10, 2017 COR multiple revisions to 1948 High Water boundaries and Corps of Engineers properties. Incorporate COR provided water line revise legals and plans.
- ☐ NPDES revisions to pathway limits revise areas and exhibits. Area of impact revisions and exhibits.
- ☐ August 15, 2017 – Negotiation revisions Rivers Trail Club easements and prepared exhibits. Revisions Parcels 5, 6, and 7 legals and plans.
- ☐ Limited Access boundaries revisions.

Right-of-Way Revisions – July 1, 2017 to July 29, 2017 (\$1500)

- ☐ Stoker ROW - The City discovered an error in our Right of Way plans which J-U-B corrected at no charge to the project. \$1010.89 was written off and is not included in the supplement.
- ☐ CA Line – ROW negotiations resulted in changing the design of the CA Line. Right of way plans sheet RW 11 & RW 12 along with legal descriptions for temporary and permanent easements.
- ☐ Assisting the City with information for defining a DNR bedlands easement.

Ad & Award (Estimated \$4000)

- ☐ During Bid & Award request to develop Cross Section for Bidder Information
- ☐ Request to develop an Exhibit for Waterline for Pre Bid Meeting

Project Admin (Estimated \$4000)

- ☐ Developing Construction Supplement and Documentation for Design Supplement.

PHASE 2B
Widener Ph 2B Fee
12/6/2017

8 of 20

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
BergerABAM Ph 3 DCSS Fee
12/6/2017

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Manager CS	508	X	\$80.17	=	\$ 40,726
2 Project Engineer SB	879	X	\$63.34	=	\$ 55,676
3 Construction Specialist BL	340	X	\$62.04	=	\$ 21,094
4 Structural Engineer SA	762	X	\$47.98	=	\$ 36,561
5 Designer-CADD LC	358	X	\$43.05	=	\$ 15,412
6 Structures Inspector WD	1,371	X	\$46.80	=	\$ 64,163
7 Admin, Clerical KR	142	X	\$35.26	=	\$ 5,007
Total Hours	4,360	Subtotal Direct Salary Costs (DSC) =			\$ 238,638
		Salary Escalation (SE) = 6% of DSC =			\$ 14,318
		Subtotal (DSC + SE) =			\$ 252,956
Overhead (OH)	164.31%	of (DSC + SE) =			\$ 415,633
Fixed Fee (FF)	32.00%	of (DSC + SE) =			\$ 80,946

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 749,535

DIRECT NONSALARY COSTS (DNSC)

Task 1.1 Mileage Over and Back	16 Trips	440	miles @ \$ 0.535	\$ 3,766
Task 2.0 Mileage Over and Back	39 Trips	440	miles @ \$ 0.535	\$ 9,181
Site Miles - Inspections	121 Days	20	miles @ \$ 0.535	\$ 1,295
Per Diem (incl. hotel taxes)	121 Days	121	days @ \$ 167.48	\$ 20,265
Misc				\$ 500

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 35,007

TOTAL COST BERGERABAM \$ 784,542

SUBCONSULTANTS

Shannon and Wilson	\$ 315,561
Transpo	\$ 51,906
JUB	\$ 247,831
Widener	\$ 56,978

TOTAL SUBCONSULTANTS \$ 672,276

TOTAL ALL CONSULTANTS \$ 1,456,818

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION

City of Richland, Duportail Bridge

EOR, DCSS, and LCI Services

PHASE 3

BergerABAM Ph 3 DCSS Hours

12/6/2017

BergerABAM DCSS Staff									BergerABAM	
TASK DESCRIPTION	Task No.	Project Manager	Project Engineer	Constr. Specialist	Structural Engineer	Designer-CADD	Structures Inspector	Admin, Clerical	Totals	
DESIGN CONSTRUCTION SUPPORT SERVICES										
TASK 20.1 - Project Admin & Meetings	20.1	492	208	204	60	60	24	130	1,178	
Project Preconstruction Meeting		12	12			-			24	
Attendance at Weekly Site Meetings (4 Mtgs)			48			-			48	
Site Visits (8 site visits - 2 persons each)		96	96			-		2	194	
Weekly Conference Calls (2 people for 20 mtgs)			40	40					80	
Micropile Precon				12			12		24	
Drilled Shaft Predrill Meeting				12			12		24	
Concrete Deck Pre-pour Meeting				12					12	
Quantity assistance		-	12		60	60			132	
Project Mgm't and Sub Coordination (32 mo.)		256		128					384	
Mo. Invoices/Progress Reports (32 months)		128			-	-		128	256	
TASK 20.2 - RFI's & Submittal Review	20.2	-	413	16	542	58	16	-	1,045	1,045
Construction Schedule			12						12	
Materials Submittals, RAM's, QPL's (by City)				----- By City -----					-	
Provide Bridge Deck Grades at tenth points			8		40				48	
Verify Contractor coordinates for shafts, ftgs, col.			2		4	8			14	
Concrete Mix Designs - structures			2	16			16		34	
PTFE Sliding Bearing Submittal			2		6				8	
Bridge inserts and hanger shops - Power Comm			1		8				9	
Bridge inserts and hanger shops - Water			2		24				26	
Expansion Joints Shops			1		8				9	
Bridge Railing Shops			1		6				7	
Abutment Rebar			1		8				9	
Column/Crosshead Rebar			2		8				10	
Deck Rebar			4		24				28	
Bridge Formwork			8		24				32	
Micropile Submittal			2		8				10	
Tieback Submittal			2		4				6	
Drilled Shaft Plan			4		12				16	
Drilled Shaft Rebar			1		4				5	
Drilled Shaft Sonic Logs			8						8	
PCC Girder Shops			4		16				20	
PCC Girder Erection Plan			4		6				10	
Noise Wall - Formwork / Rebar / Aesthetics			16		8				24	
CIP Retaining Walls - Formwork / Rebar / Aesthetics			4		8				12	
Geosynthetic Retaining Walls / Fascia			2		8				10	

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION

City of Richland, Duportail Bridge

EOR, DCSS, and LCI Services

PHASE 3

BergerABAM Ph 3 DCSS Hours

12/6/2017

BergerABAM DCSS Staff	Task No.	Project Manager	Project Engineer	Constr. Specialist	Structural Engineer	Designer-CADD	Structures Inspector	Admin, Clerical	BergerABAM Totals
Temp. Geosynthetic Retaining Wall - Water Protection WS-21			2		8				10
In Water Work Berm			4						4
Waterline Protection Wall			2		8				10
Miscellaneous Structural Submittals			120		120				240
Architectural Features Submittals			80		40				120
BP Railing			4		16				20
Girder Camber Review			8		16				24
RFI's (Assume 50)			100		100	50			250
TASK 20.3 - Change Orders & VECP Review	20.3	8	80	40	-	40	-	-	168
TASK 20.4 - Record Drawings	20.4	4	6	-	40	200	-	-	250
TASK 20.5 Bridge Load Rating	20.5	4	20		120			12	156
									-
TOTAL ESTIMATED HOURS FOR DCSS		508	727	260	762	358	40	142	2,797

2797

EXHIBIT E-1 - CONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
BA Ph 3Special Inspections
12/6/2017

BergerABAM Limited Construction Inspection	Task No.	Project Manager	Project Engineer	Constr. Specialist	Structural Engineer	Designer-CADD	Structures Inspector	Admin, Clerical	BergerABAM Totals
Limited Construction Inspections									
TASK 30.0 - Limited Construction Inspections (121 days)	30.0	-	152	80	-	-	1,331	-	1,563
Drilled Shaft Substructure Construction - 40 Days			40	16			440		496
Column Construction - 5 Days			5				55		60
Cap Construction - 12 Days			12				132		144
Pier 2 Ftg / Walls 10 Days			10				110		120
Girder Erection - 8 Days			8	12			88		108
Deck Construction - 20 Days			20	40			220		280
Waterline Hangers - 5 Days			24				55		79
Lookout Construction - 4 Days			16				44		60
Noise Wall Construction - 5 Days			5				55		60
CIP Wall Construction - 2 Days			2				22		24
Additional On-Call Inspection - 10 Days			10	12			110		132
									-
									-
									-
TOTAL ESTIMATED HOURS FOR IINSPECTIONS		-	152	80	-	-	1,331	-	1,563

1563

1,563

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
Shannon & Wilson
12/6/2017

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal	34	X	\$76.11	=	\$ 2,588
2 Project Manager	493	X	\$59.46	=	\$ 29,282
3 Senior Geotech Engr/Geol.	662	X	\$52.24	=	\$ 34,583
4 Project Engineer/Geologist	444	X	\$38.53	=	\$ 17,108
5 Technician, Admin, Clerical	73	X	\$31.35	=	\$ 2,289
6		X		=	\$ -

Total Hours **1,706** Subtotal Direct Salary Costs (DSC) = \$ **85,849**

Salary Escalation (SE) = 6% of DSC = \$ **5,151**

Subtotal (DSC + SE) = \$ **91,000**

Overhead (OH) **190.27%** of (DSC + SE) = \$ **173,146**

Fixed Fee (FF) **32.00%** of (DSC + SE) = \$ **29,120**

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 293,266

DIRECT NONSALARY COSTS (DNSC)

	<u>Qty</u>		<u>Rate</u>		<u>Cost</u>
Mileage	11250	\$	0.535	=	\$ 6,019
Per Diem (incl. hotel taxes)	55	\$	167.48	=	\$ 9,211
r/t SEA-PSC	15	\$	450.00	=	\$ 6,750
Copies	3150	\$	0.10	=	\$ 315

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 22,295

TOTAL AUTHORIZED AMOUNT = \$ 315,561

PAYMENT

Services will be paid on a DSC multiplier equal to **3.223**

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
Shannon & Wilson Hours
12/6/2017

Shannon & Wilson Staff							S & W
TASK DESCRIPTION	Task No.	Principal	Project Manager	Senior Geotechnical Engineer / Geologist	Project Engineer / Geologist	Technician, Admin, Clerical	Totals
CONSTRUCTION CONTRACT							
TASK 20.1 - Project Admin & Meetings	20.1	-	136	12	4	48	200
Project Preconstruction Meeting			8				8
Attendance at Weekly Site Meetings (16 Mtgs)			48		-		48
Attendance at Pre Drill Meeting			4	4	4		12
Micropile Precon			4	8			12
Site Visits (6 site visits)			24				24
Monthly Invoices and Progress Reports			48			48	96
TASK 20.2 - RFI's & Submittal Review	20.2	14	94	38	-	24	170
Drilled Shaft Plan		1	2	10		1	14
Micropile Submittal		1	6	10		1	18
Tieback / Rock Anchor Submittal		1	4	10		1	16
Geosynthetic Retaining Wall Submittals		1	2	8		1	12
RFI's (Assume 20)		10	80			20	110
TASK 20.3 - Change Orders & VECP	20.3	2	4	12	-	1	19
Pier 4 Shaft Re-evaluation		2	4	12		1	19
TASK 20.4 - Record Drawings	20.4	-	-	-	-	-	-
TASK 30.0 - Limited Construction Inspections	30.0	18	259	600	440	-	1,317
Pier 1 (Rock) and 6 Excavation			3		70		73
Pier 1 and 6 subgrade review					8		8
Pier 3 Drilled Shafts - 2 each at 10'		2	32	50			84
Pier 4 Drilled Shafts - 2 each at 10'		2	30		50		82
Pier 5 Drilled Shafts - 2 each at 10'		2	30		50		82
Pier 2 Rock Excav./Wall 5 Tiebacks/Rock Anchors		8	50	350			408
Pier 2 Micropiles and Testing		4	40	100			144

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
Shannon & Wilson Hours
12/6/2017

Shannon & Wilson Staff							S & W
TASK DESCRIPTION	Task No.	Principal	Project Manager	Senior Geotechnical Engineer / Geologist	Project Engineer / Geologist	Technician, Admin, Clerical	Totals
Wall 5 / Pier 2 backfill			8	50			58
Pier 6 Embankment & Temp Geosynthetic Ret. Wall (by City)			-----	By City -----			-
CID Canal Rock Excavation			12		80		92
CIP Wall Subgrade review			6		18		24
Wetwell Shoring Installation			30	50	100		180
Wetwell Subgrade			6		18		24
Noisewall Ftg Subgrade			5		30		35
Roadways Subgrade Consultation			8		16		24
Duportail South Subgrade Review (by City)			-----	By City -----			-
Tanglewood Subgrade Review (by City)			-----	By City -----			-
Cityview Subgrade Review (by City)			-----	By City -----			-
TOTAL HOURS		34	493	662	444	73	1,706

1316.5

Shannon and Wilson

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
Transpo Ph 3 Cost
12/6/2017

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal-in-Charge	18	X	\$76.92	= \$	1,385
2 Project Manager	132	X	\$46.49	= \$	6,137
3 Project Engineer	188	X	\$35.72	= \$	6,715
4 Project Admin	20	X	\$40.96	= \$	819
Total Hours	358	Subtotal Direct Salary Costs (DSC) = \$			15,056
		Salary Escalation (SE) = 6% of DSC = \$			903
		Subtotal (DSC + SE) = \$			15,959
Overhead (OH)	191.79%	of (DSC + SE) = \$			30,608
Fixed Fee (FF)	32.00%	of (DSC + SE) = \$			5,107
TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$					51,674

DIRECT NONSALARY COSTS (DNSC)

Mileage (assume 1 roundtrip)	434	miles @ \$	0.535	\$	232
Miscellaneous Expendables (photographs, equip rental, etc)					
TOTAL REIMBURSABLE EXPENSES (DNSC) =				\$	232

TOTAL AUTHORIZED AMOUNT = \$ 51,906
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PAYMENT

Services will be paid on a DSC multiplier equal to **3.238**

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
Transpo Ph 3 Hours
12/6/2017

TASK DESCRIPTION	Task No.	Principal-in-Charge	Project Manger	Project Engineer	Project Admin	Transpo Totals
TASK 20.1 - Project Admin & Meetings	20.1	10	76	24	20	130
Site visit (assumed 2)			24	24		48
Weekly Meetings (6, assumed teleconference)			12			12
Project administration, invoicing, coordination		10	40		20	70
						-
TASK 20.2 - RFI's & Submittal Review	20.2	4	40	112	-	156
Submittal Review:						-
-Luminaires, luminaire poles, arms, conductors, appurtenances			4	16		20
-Traffic signal mast arms, traffic signal poles			4	16		20
-Junction boxes, conductors, wiring, appurtenances			4	16		20
-Traffic signal cabinet and service cabinet			4	16		20
						-
Contractor Requests for Information (RFIs)						-
-Assume up to 10 RFIs		4	24	48		76
						-
Buy America Research Support (By City)			----- By City -----			-
TASK 20.3 - Change Orders & VECP	20.3	4	8	20	-	32
Assume 2 change orders required during construction		4	8	20		32
TASK 20.4 - Record Drawings	20.4	-	8	32	-	40
Using bid set as base, includes changes from RFIs			8	32		40
						-
						-
						-
						-
						-
TOTAL ESTIMATED HOURS		18	132	188	20	358

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
JUB Ph 3Cost
12/6/2017

DIRECT SALARY COSTS (DSC)

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Principal	11	X	\$77.46	= \$	852
2 Project Manager	163	X	\$63.72	= \$	10,386
3 Transportation Project Engineer	198	X	\$45.85	= \$	9,078
4 Water/Sewer PM	73	X	\$56.48	= \$	4,123
5 Water/Sewer Project Engineer	634	X	\$33.82	= \$	21,442
6 Structural Project Engineer	28	X	\$42.88	= \$	1,201
7 Surveyor	40	X	\$51.80	= \$	2,072
8 Survey Crew	100	X	\$49.11	= \$	4,911
9 CAD Technician	386	X	\$35.70	= \$	13,780
10 Admin	64	X	\$32.14	= \$	2,057
Total Hours			1,697	Subtotal Direct Salary Costs (DSC) = \$	69,902
				Salary Escalation (SE) = 6% of DSC = \$	4,194.15
				Subtotal (DSC + SE) = \$	74,097
Overhead (OH)	189.96%			of (DSC + SE) = \$	140,752
Fixed Fee (FF)	32.00%			of (DSC + SE) = \$	23,711

TOTAL SALARY COSTS (DSC + SE + OH + FF) = \$ 238,560

DIRECT NONSALARY COSTS (DNSC)

Mileage	600	miles @ \$ 0.535	\$ 321
Miscellaneous Expendables (photographs, equip rental, etc)			\$ 200

TOTAL REIMBURSABLE EXPENSES (DNSC) = \$ 521

SUBCONSULTANT

Conley Engineering- Electrical (Lift Station)	<u>Cost</u>
	\$ 8,750

TOTAL SUBCONSULTANT FEES = \$ 8,750

TOTAL AUTHORIZED AMOUNT = \$ 247,831

PAYMENT

Services will be paid on a DSC multiplier equal to 3.220

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION
City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3
JUB Ph 3 Hours
12/6/2017

TASK DESCRIPTION	Task No.	Principal	Project Manager	Transp. Proj. Engr.	Water/Sewer PM	Water/Sewer Proj. Engr.	Structural Proj. Engr.	Surveyor	Survey Crew	CAD Tech.	Admin.	Totals
TASK 20.1 - Project Admin & Meetings	20.1	6	110	34	-	42	-	-	-	8	64	264
Precon Meeting			4	4		4						12
Project Meetings (2 each)			6	6		6						18
Pre-Installation Mtg - Waterline on Bridge 7-09.3(25)						8						8
Site Visits (4 each)			4	16		16						36
Monthly Invoices and Progress Reports (32 mo.)		6	96								64	166
Quantity Assistance (Limited 8 hrs)				8		8				8		24
TASK 20.2 - RFI and Submittal Review	20.2	-	39	74	73	334	28	20	50	118	-	736
General RFI's (Assume 35 J-U-B)			35	70	35	70				70		280
Protect/Remove & Reset Storage Shed (By City)						----- By City -----						
Structural Earth Wall				4			8					12
Irrigation System - Hills Mobile Park (By City)						----- By City -----						-
Traffic Control Plans (By City)						----- By City -----						-
Utility Coordination (By City)						----- By City -----						-
Set Control for Contractor Provided Surveying (5 days)								20	50	20		90
CID Construction Sequence 8-30.3(3)			4			4						8
CID Survey Monitoring Submittal Review 8-30.3(3)					2	8						10
CID Structure						8	20					28
Sewer Lift Station Sequencing Plan					4	16						20
Misc. Sewer Lift Station Submittals (4)					8	16						24
Waterline Main on Bridge 7-09.3(25)					4	40				20		64
Waterline off Bridge (By City)						By City						-
Existing Waterline Protection						20				8		28
Exist. 36x30 tapping sleeve 7-09.3(19)A					8	32						40
Exist. 36" CCP 7-09.3(19)A					4	40						44
Connect to 36" CCP plan, sequence 7-09.3(19)A					8	40						48
Buy America Submittals						----- By City -----						-
Buy America Assistance						40						40
TASK 20.3 - Change Orders & VECP	20.3	5	10	50	-	58	-	-	-	20	-	143
CID Access Road - Approach Slab Alt						8						8
Misc. C/O Assistance (Assume 5 J-U-B)		5	10	50		50				20		135
TASK 20.4 - Record Drawings	20.4	-	4	40	-	80	-	-	-	200	-	324
TASK 30.0 - Limited Construction Inspections	2.0	-	-	-	-	120	-	20	50	40	-	230
CID Construction Observation (5 days)						40						40
Sewer Lift Station (3 days)						24						24
Waterline Installation (7 days)						56						56
Structure Survey Verification (5 days)								20	50	40		110
TOTAL ESTIMATED HOURS		11	163	198	73	634	28	40	100	386	64	1,697

Assumptions:

1. Review of submittal for alternate pipe material on bridge is not included. 9-30.1(8)
2. Review of precast CID structure alternative per plans, not included.

EXHIBIT G-1 - SUBCONSULTANT FEE DETERMINATION

City of Richland, Duportail Bridge
EOR, DCSS, and LCI Services

PHASE 3**Widener Ph 3 Cost****12/6/2017**

	Project Manager	Project Biologist		
	Hours	Hours		
Construction Support response to RFI and permit Modification	80	80		
Fish Exclusion and Water Quality Monitoring (Assumes two work windows @30 days each)	40	320		
Total hours	120	400		
Summary	Hours	Rate	Cost	
Project Manager	120	\$68.00	\$8,160.00	
Project Biologist	400	\$31.00	\$12,400.00	
		Total Labor		\$20,560
		Safe Harbor Overhead	110%	\$22,616
		Profit	32%	\$6,579
Expenses				
Mileage				\$7,223
TOTAL ESTIMATED COST				\$56,978



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 231-17 - Authorizing a Gas Purchase and Site License Agreement for the Horn Rapids Landfill Gas-to-Fuel Project

Department:

Public Works

Ordinance/Resolution Number:

231-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 231-17, authorizing the City Manager to sign and execute a Gas Purchase and Site License Agreement with W.R. Henderson Construction, Inc. for the Horn Rapids Landfill Gas-to-Fuel Project.

Summary:

In 2011, the City began operating a landfill gas collection system at its Horn Rapids Landfill. The gas system's primary purpose is to prevent the migration of landfill gas away from the landfill. The system's secondary purpose is to mitigate and reverse the transfer of volatile organic chemicals from the landfill to the nearby groundwater. The gas collected by the system is destroyed using a flare.

At the time of the system's design, it was determined that economic reuse of the collected gas was infeasible. In 2016, City staff became aware of changes in the biogas reuse market that could improve the economic viability of the City's landfill gas. In April 2017, the City issued a Request for Proposals (RFP) for a project called the Horn Rapids Landfill Gas-to-Fuel project.

Three firms presented proposals in response to the RFP. A committee of Public Works staff rated the proposal from the W.R. Henderson Construction company as the strongest. The rating was based on the company's technical and financial resources, the compensation promised to the City, and the company's project development approach.

City staff have negotiated the proposed Gas Purchase and Site License Agreement to move the project to implementation. In the Agreement, the City provides a site license enabling the W.R. Henderson Company to design, construct and operate a landfill gas treatment facility on the City's landfill property. The City also pledges to permit a pipeline to transport treated gas to off-site users. W.R. Henderson will provide all financing and technical resources needed to design, construct and operate the facility and will be responsible for marketing the treated gas for a fifteen-year period. W.R. Henderson Construction will provide monthly compensation to the City once the project is operational. The Agreement provides for optional extensions and renegotiation of compensation based on certain triggers.

Staff recommends approval of Resolution No. 231-17.

Fiscal Impact:

This agreement requires no funding from the City. If the project proceeds to commercial operation as planned, the City will receive monthly compensation of \$6,000, or \$72,000 per year for the next fifteen years.

Attachments:

1. Resolution No. 231-17
2. Gas Purchase and Site License Agreement

RESOLUTION NO. 231-17

A RESOLUTION of the City of Richland authorizing the execution of a Gas Purchase and Site License Agreement with W. R. Henderson Construction, Inc. for the Horn Rapids Landfill Gas-to-Fuel Project.

WHEREAS, the City owns and operates the Horn Rapids municipal solid waste landfill located at 3102 Twin Bridges Road; and

WHEREAS, the City's landfill facilities include an operating landfill gas recovery and destruction system including wells, collection piping, blowers, flare, condensate management equipment, and an evaporation pond; and

WHEREAS, the City's landfill gas system is an essential element of the City's strategy to comply with Washington State environmental regulations; and

WHEREAS, the City intends to design and construct extensions of the existing landfill gas system as part of capital improvements at the landfill; and

WHEREAS, the City desires to develop its landfill gas to a beneficial use and to generate revenue to the City based on the beneficial use of its landfill gas; and

WHEREAS, W. R. Henderson Construction, Inc. (WRH) responded to the City's April, 2017 Horn Rapids Landfill Gas-to-Fuel Project Request for Proposals; and

WHEREAS, WRH's proposal was selected as the highest-quality proposal received; and

WHEREAS, WRH proposes to finance, design, construct and operate gas conditioning facilities on the City's landfill property and to convey the conditioned gas off-site to access beneficial use markets; and

WHEREAS, City staff and WRH representatives have negotiated the Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement to formalize WRH's implementation of their proposal.

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 Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement with W. R. Henderson Construction, Inc. for the implementation of the Horn Rapids Landfill Gas-to-Fuel Project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT
GAS PURCHASE AND SITE LICENSE AGREEMENT

Between

City of Richland, Washington

And

W. R. Henderson Construction, Inc.

Dated as of

December ____, 2017

HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT

GAS PURCHASE AND SITE LICENSE AGREEMENT

This Horn Rapids Landfill Gas-to-Fuel Project Gas Purchase and Site License Agreement (the “**Agreement**”) is made and entered into this ____ day of December, 2017 (“**Contract Date**”), between the City of Richland, Washington (the “**City**”) and W. R. Henderson Construction, Inc., an Idaho corporation, the Developer (“**WRH**”). Each of the City and WRH are referred to herein as a “**Party**” and collectively, as the “**Parties**.”

I. RECITALS

WHEREAS, the City owns and operates the Horn Rapids municipal solid waste landfill located at 3102 Twin Bridges Road, Richland, Washington 99354 (the “**Landfill**”), which Landfill contains landfill gas that occurs due to the decomposition of waste within the Landfill (the “**Landfill Gas**”); and

WHEREAS, the City’s landfill facilities include an operating landfill gas recovery and destruction system (“**LFG Collection System**”) including wells, collection piping, blowers, flare, condensate management equipment, and an evaporation pond; and

WHEREAS, the City’s LFG Collection System is an essential element of the City’s strategy to comply with Washington State environmental regulations; and

WHEREAS, the City intends to design and construct an extension of the existing LFG Collection System as part of a capital improvement to close the existing operating Landfill, with this project currently scheduled for construction in 2020; and

WHEREAS, the City intends to design and construct an expansion of the Landfill, which will include landfill gas collection features; and

WHEREAS, the City desires to develop its Landfill Gas to a beneficial use and to generate revenue to the City based on the beneficial use of its Landfill Gas; and

WHEREAS, WRH responded to the City’s April 2017 Horn Rapids Landfill Gas-to-Fuel Project Request for Proposals. WRH’s proposal was selected as the highest quality proposal received; and

WHEREAS, the City desires to grant WRH certain rights through a landfill gas purchase agreement for all Horn Rapids landfill gas generation, current and future, and site license agreement to real property at the Landfill (the “**Gas Purchase and Licensed Premises**”) on which WRH agrees to construct a Landfill Gas Methane Recovery and Processing Facility that uses as a source of fuel the Landfill Gas extracted from the Landfill, to produce renewable natural gas (“**RNG**”) and other ancillary structures in support thereof, collectively with the Methane Recovery and Processing Facility and the LFG Collection System, access and use of the existing wellfield, existing collection piping, existing flare station and City of Richland right-of-way for on and off-site piping and transmission of the RNG to a commercial pipeline destination

and RNG off-taker connection point (the “**LFG Facility**”) pursuant to the terms and conditions set forth herein; and

WHEREAS, the City desires WRH to design, construct, operate, finance, and maintain the Horn Rapids LFG Facility pursuant to the terms and provisions of this Agreement and Related Agreements, as defined herein; and

WHEREAS, WRH has the necessary expertise and ability to design, construct, own, operate, and maintain the LFG Facility in a commercially reasonable manner and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties do hereby agree as follows:

1. LICENSE TO CONSTRUCT AND OPERATE THE HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT

1.1 Rights Granted and Obligations Assumed

1.1.1 Subject to the terms of this Agreement, the City hereby grants to WRH, and WRH hereby accepts from the City, the following:

1.1.1.1 the right to receive all Landfill Gas produced at the Horn Rapids Landfill (the “**WRH Landfill Gas**”) in sufficient amounts to run the RNG plant, which amounts shall be identified and provided to the City by WRH at the conclusion of the due diligence evaluation period of 120 days (“**Due Diligence Period**”), provided that the right of WRH to receive the WRH Landfill Gas does not constitute a guarantee that any specific amounts or quantity will be produced at any time; rather, WRH’s right to receive the WRH Landfill Gas entitles WRH to receive such amounts, only if and when produced.

1.1.1.2 the right to convert the WRH Landfill Gas into RNG and exploit the WRH Landfill Gas and to sell such RNG to third parties;

1.1.1.3 the right to occupy and use the Licensed Premises, as defined in Exhibit D, for the purposes set forth herein, and to grant additional access to subcontractors as necessary for operations;

1.1.1.4 the right to construct, install and maintain on the site (i) the RNG plant; and (ii) the RNG interconnection, transmission, and metering equipment;

1.1.1.5 the right to propose modifications to the City’s LFG Collection System equipment and operating settings as desired to improve the quantity or quality of available WRH Landfill Gas. The City reserves the right to reject proposed modifications to the LFG Collection System if the modifications are deemed by the City to compromise its regulatory compliance strategy for the Landfill site. The City will not unreasonably withhold acceptance of

proposed modifications to the LFG Collection System. This right shall extend to the extension of the LFG Collection System planned as part of the Landfill closure project;

1.1.1.6 such non-exclusive licenses, rights of way and other appropriate rights, for the term of this Agreement only, over, along or across lands of the City at the Landfill and City rights-of-way as WRH may reasonably require in such locations as shall be mutually agreed to by the Parties during the design phase, which descriptions shall be added to this Agreement as **Exhibit B (“Facility Site and Site Layout”)**. The Parties agree that Exhibit B represents their best estimate for location of WRH installed facilities and that Exhibit B may be modified by mutual agreement at the conclusion of the design phase;

1.1.1.7 the right to conduct all activities on the facility site specifically permitted by this Agreement, including (as more fully described in WRH’s response to City’s Request for Proposal¹) but not limited to: LFG Collection, moisture removal, hydrogen sulfide stripping, carbon dioxide removal, NMOC & Siloxane removal, gas treatment, gas compression and transport to a commercial RNG off-taker;

1.1.1.8 in the event of termination of this Agreement or the cessation of the development or operation of the Horn Rapids LFG Facility or production of any Landfill Gas, the right to enter onto the facility site, at WRH’s sole cost, risk and responsibility, for the limited purposes of decommissioning, dismantling and removing all machinery, equipment, rigs and improvements belonging to or furnished by WRH, other than the LFG Collection System.

1.1.2 WRH shall be responsible for collecting, treating and conveying the treated WRH Landfill Gas to the RNG commercial off-taker for use as a fuel.

2. ENVIRONMENTAL ATTRIBUTES

2.1 **Market Based Renewable Instruments (“MBRI”).** For the term of this Agreement, WRH shall hold all rights to acquire, sell, receive revenue, or otherwise extract value from all renewable natural gas, environmental attributes and market-based renewable instruments, i.e. Renewable Identification Numbers (RINs), Low Carbon Fuel Standards (LCFS) or equivalent, Renewable Energy Certificates (RECs), Renewable Energy Credits, or Tradeable Renewable Certificates (TRCs), non-tangible energy commodities that are tradeable or saleable associated with the WRH Landfill Gas.

2.2 **Tax Credits.** WRH shall be deemed to be the producer and first seller of the WRH Landfill Gas produced from the Landfill. If tax credits are or become available with respect to the production, sale, or use of the WRH Landfill Gas, the value of any and all of the tax credits shall be allocated to and received by WRH as set forth in this Agreement.

3. PAYMENT AND ADMINISTRATION

¹ WRH’s response to the City’s Request for Proposal is not to be incorporated into this Agreement, but is illustrative of the type of work WRH will perform.

3.1 **WRH Contribution.** WRH shall contribute such funds as are necessary for the development of the Horn Rapids LFG Facility as set forth in this Agreement, including but not limited to, the fulfillment of the terms and conditions of this Agreement.

3.2 **Payments to the Parties.**

3.2.1 Payments to the City. For the initial term of this Agreement, beginning upon the commercial operations commencement date, on or before the twenty-fifth (25th) day of each month, WRH shall make monthly payments for the purchase of Horn Rapids landfill gas and use of the Licensed Premises to the City in the amount of Six Thousand Dollars (\$6,000.00) per month. Compensation for subsequent terms is subject to renegotiation pursuant to Section 10.1.1 herein.

3.2.2 Market Based Renewable Instruments Allocation. Beginning upon the commercial operations commencement date, the distribution of income obtained for the current and future generation and sale of any and all environmental attributes, including MBRIIs associated with the WRH Landfill Gas, shall be allocated to and received by WRH.

3.2.3 Tax Credit Allocation. All current and future local, state or federal tax savings or credits, depreciation deductions, cash grants, or other financial incentives associated with the production, sale, or use of the WRH Landfill Gas shall be allocated to and received by WRH.

4. CONSTRUCTION OF HORN RAPIDS LFG FACILITY

4.1 **Horn Rapids LFG Construction Date Conditions.**

4.1.1 Horn Rapids LFG Construction Date Conditions Defined. WRH shall proceed with the project in four stages, as more fully described in the response to Request for Proposal submitted by WRH to City: (1) Site Diligence and Landfill Gas Testing, (2) Engineering, Procurement and Construction, (3) Operation and Maintenance, and (4) Monitoring and Controls. WRH and the City shall proceed in good faith and with due diligence to satisfy all of the responsibilities described in this section with respect to the development of the Horn Rapids LFG Facility, provided the following conditions are met;

4.1.1.1 *Due Diligence Period.* WRH shall have 120 days (the “**Due Diligence Period**”) from the date this agreement is fully executed to conduct such tests, inspections and verifications as are necessary to estimate the quantities and quality of Landfill Gas located on the facility site, and to conduct a feasibility study and facility study to evaluate the infrastructure for interconnection and transmission of the RNG generated, or other material conditions that would render the Project commercially unviable. In the event the Landfill Gas on the facility site does not appear to be sufficient to support a commercially viable RNG generation system, or the feasibility study and facility study reveal that the interconnection and transmission of the RNG is not commercially viable, or for whatever reason the project is determined to be commercially unviable, WRH may terminate this Agreement at its option, and shall have no further obligations, duties or responsibilities related to this Agreement. WRH may not make

permanent physical modifications to the City's LFG Collection System or other facilities during the Due Diligence Period without the City's written permission.

4.1.1.2 *Design Period*. Following completion of its Due Diligence Period and a determination that the Landfill Gas and the facility site are sufficient to support a commercially viable RNG generation system and that interconnection and transmission are viable at the Facility Site, WRH shall use the next 120 days ("***Design Period***") to design the Horn Rapids LFG Facility, including completion of the site plan, the building plan, and the design of the LFG Collection, Transmission and Interconnection System. WRH may, as part of its LFG Facility design, propose modifications or additions to the City's LFG Collection System, either the portion of the system presently in place or the portion of the system intended to be installed in 2020. The City retains the authority to approve or deny approval of the WRH proposed changes when, in the City's judgment, such changes may compromise the City's ability to comply with its regulatory compliance obligations. WRH shall be responsible for the entire cost of modifications or additions that WRH proposes to the City's existing or planned LFG Collection System.

4.1.1.3 *Soils and Engineering Reports; Surveys*. WRH shall receive from the City any existing survey for the facility site, the landfill permit and closure plan, including drawings in electronic (CAD) format, all engineering studies, designs related to the landfill siting, construction, operation and closure, and a copy of any and all reports in the City's possession relating to the condition of the facility site, including but not limited to the soil, seismological, geological, oil and mineral reserves and drainage conditions of the facility site (to the extent in the possession of the City on the contract date).

4.1.1.4 *Design Submittals*. After due diligence and design, WRH shall prepare and provide to the City copies of all plans, technical specifications, blueprints, drawings and other design documents relating to the Horn Rapids LFG Facility required prior to construction in accordance with the Facility Scope of Work, as attached as **Exhibit A** ("***Facility Scope of Work***").

4.2 **Termination Prior to Construction**. WRH shall have the right prior to the Horn Rapids LFG construction date to terminate this Agreement without cost or liability to WRH. WRH may exercise this right only on a determination that a RNG facility is not commercially viable. If WRH exercises this right WRH shall provide the City with all technical studies developed during the Due Diligence Period, all engineering design documents developed during the Design Period, and all financial models, return on investment analyses, projections and correspondence related to the commercial value of the project.

4.3 **Agreement to Construct**

4.3.1 Commencement of Construction. Within 180 days following completion of the Design Period as defined in Section 4.1.1.2 WRH shall undertake, perform and complete the Horn Rapids LFG construction work in accordance with all of the provisions and requirements of this Agreement.

4.3.2 Legal Entitlements Necessary for Construction. WRH, at its sole cost, shall make all filings, applications, environmental permit applications, and reports necessary to obtain and maintain all legal entitlements required to be made, obtained or maintained under applicable law in order to construct, commission and operate the Horn Rapids LFG Facility. If requested by WRH, and if the City has staffing capacity as determined in the City's sole judgment, the City shall provide reasonable assistance to WRH in obtaining such legal entitlements. The City's assistance shall be limited to provision of existing documentation related to the landfill and to facilitating communications and/or meeting scheduling with agency staff involved in project permitting.

4.3.3 Documentation Required. As a consequence of developing the LFG Facility, the City anticipates being required to amend its operating permit and plan for the Landfill including any air quality permits. WRH shall assist the City in meeting its obligations to Landfill regulators by promptly providing, upon request, any and all information, documents, designs and plans for the LFG Facility.

4.3.4 Required Insurance During Construction Period. WRH shall obtain and maintain during the Horn Rapids LFG Construction Period all insurance required pursuant to this Agreement.

4.4 Ownership and Discharge of Encumbrances

4.4.1 Ownership. The Horn Rapids LFG Facility, and all related equipment, transmission and interconnection infrastructure, materials, supplies, plans, drawings and other documentation with respect thereto, shall be owned by WRH. WRH's ownership shall commence at the point that WRH Landfill Gas is removed from the City-owned LFG Collection System.

4.4.2 Encumbrances. Beginning with the Due Diligence Period and extending through the term of this Agreement, WRH shall not create or allow any encumbrance to arise on or against the Horn Rapids LFG Facility or the Landfill. WRH shall promptly respond to notice of a disallowed encumbrance, and shall take all action necessary to ensure its removal.

5. ACCEPTANCE OF HORN RAPIDS LFG FACILITY

5.1 **Commercial Operations.** "*Commercial Operations*" with respect to the Horn Rapids LFG Facility shall commence when all of the following conditions have been satisfied, but no later than 240 days from the end of the Design Period as described in section 4.1.1.2:

5.1.1 all applicable Horn Rapids LFG Construction Work is substantially complete and in all material respects is in compliance with this Agreement;

5.1.2 WRH is authorized, on a permanent basis, to operate the Horn Rapids LFG Facility under applicable law, and WRH has commenced RNG generation, transmission and sale of RNG operations at the Horn Rapids LFG Facility;

5.1.3 all Utilities required for the operation of the Horn Rapids LFG Facility are connected and functioning properly; and

5.1.4 WRH has submitted, and the city representative has accepted, written certification that all of the foregoing conditions have been satisfied.

5.1.5 WRH may apply for, and the City may grant, an extension of the deadline to commence Commercial Operations based on delays to construction or operation beyond the reasonable control of WRH, such as extreme weather, equipment manufacture delays, and/or widespread impacts to financing availability.

6. OPERATION AND MAINTENANCE OF HORN RAPIDS LFG FACILITY

6.1 Engagement of Operator

6.1.1 Duties. WRH shall operate and maintain the Horn Rapids LFG Facility in accordance with (i) applicable law and legal entitlements, (ii) prudent utility practices, good construction and engineering practices and applicable equipment manufacturer's design requirements and recommendations, and (iii) the other provisions of this Agreement. WRH shall:

6.1.1.1 Keep the Horn Rapids LFG Facility in good repair, condition and working order;

6.1.1.2 Promptly replace any part of the Horn Rapids LFG Facility which needs to be replaced because of damage, loss, or due to normal wear and tear as long as such part is required for the continued operation of the Horn Rapids LFG Facility;

6.1.1.3 Furnish any and all supplies, consumables, labor, tools, materials, parts, mechanisms and devices to keep the Horn Rapids LFG Facility in good repair, condition and working order;

6.1.1.4 WRH shall be responsible for the security of its equipment. The City generally maintains the fencing and site security for the Landfill, but does not accept responsibility for damage to WRH's equipment and facilities, whether such damage is caused by naturally occurring or third party action. WRH may install any additional security measures to protect its property at its sole discretion.

6.1.2 Legal Entitlements. WRH shall prepare and file, or cause to be prepared and filed, applications for all legal entitlements required for the operation and maintenance of the Horn Rapids LFG Facility.

6.2 Operation and Standards

6.2.1 Measurement of LFG Flow. To ensure proper measurement of Landfill Gas flow, a continuous electronic flow meter with an appropriate backup recording device shall be installed and maintained by WRH at a location upstream from any gas combustion equipment.

6.2.2 Environment, Security and Safety. WRH shall be responsible for (i) implementing and overseeing a safety program at the Horn Rapids LFG Facility, and (ii) ensuring that the operation and maintenance of the Horn Rapids LFG Facility are in compliance with applicable law.

6.3 **Landfill Legal Entitlements.** Notwithstanding any provisions to the contrary in this Agreement, the City, at its own cost, shall make all filings, applications and reports necessary to obtain and maintain all legal entitlements required to be made, obtained or maintained under applicable law in order to operate the Landfill.

7. EXTRAORDINARY WORK; FUTURE PROJECTS

7.1 Extraordinary Work

7.1.1 Capital Improvements. From and after the commercial operations commencement date, WRH agrees to undertake, build and install at WRH's cost, capital improvements to the LFG Facility which are (i) requested by the City and approved by WRH, (ii) requested by WRH and consisting of the installation of new Landfill Gas collection wells, collection piping and equipment, (iii) recommended by WRH to the City and approved by the City, or (iv) necessary to carry out the terms of this Agreement or to ensure protection of environmental safeguards installed at the Landfill and compliance with each legal entitlement relating to the operation of the Horn Rapids LFG Facility.

7.1.2 This provision does not apply to City-funded capital improvements subject to City and Washington State public purchasing requirements.

7.2 **Future Projects.** During the term of this Agreement, WRH has exclusive rights to the Landfill Gas developed by the existing landfill, both the presently closed portion (Phase 1) and the portion planned for closure in 2020 (Phase 2). If the City, through its own capital or operational investment expands the Landfill to an additional landfill cell, and the landfill gas from the new cell is commercially viable, the Parties agree to negotiate an amendment to this Agreement to address the fair distribution of increased project revenues. WRH shall have no rights to the Landfill Gas from the new landfill cell unless granted by the City through a negotiated amendment to this Agreement.

7.3 **City Funded Natural Gas Projects.** The City may, during the term of this Agreement, make capital or operational investments to utilize renewable natural gas. If this occurs the Parties agree to negotiate a separate agreement to facilitate the construction and operation of such investments.

8. REPRESENTATIONS AND WARRANTIES

8.1 **By the City.** The City makes the following representations, warranties, and covenants as the basis for the undertakings on the part of WRH contained in this Agreement:

8.1.1 Authority and Binding Obligation. The City has all requisite power, approval, and authority to execute and perform its obligations under this Agreement.

8.1.2 No Conflicts. The City is not aware of any conflicts of interest that would invalidate this Agreement or violate any laws or contracts previously entered into.

8.1.3 Environmental Laws

8.1.3.1 *Compliance.* The City is in compliance with all applicable Environmental Laws. As disclosed in the City's April, 2017 Request for Proposals, the City's Landfill is managing a release of volatile organic chemicals to groundwater that is regulated by Washington State Law. The City and the Washington State Department of Ecology have entered Agreed Order No. DE 13717 that directs the City's compliance activities.

8.1.3.2 *Claims.* Except as described in Section 8.1.3.1 above, no environmental claim against the City has been made or commenced, or is pending or, to the actual knowledge of the City, is being threatened or contemplated by any person.

8.1.3.3 *Proceedings.* There are no proceedings pending or threatened relating to the subject matter herein.

8.1.4 Litigation. There are no actions, suits, claims, complaints, investigations or legal or administrative or arbitration proceedings which would affect the subject matter of this Agreement.

8.1.5 Title. The City owns all of the rights to produce, collect, and process landfill gas, free and clear of any and all claims and encumbrances, and has not sold (or agreed to sell), leased (or agreed to lease), or otherwise transferred (or agreed to transfer) any such right to any person or organization other than WRH.

8.1.6 Availability of Records for Public Inspection.

8.1.6.1 As a public contract, all records prepared, generated or used by WRH or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "**Public Records**") may be subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW.

8.1.6.2 WRH agrees to maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. WRH agrees to provide copies of any public records requested by the City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are

requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to WRH within 20 days of receipt.

8.1.6.3 All records subject to a public disclosure will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to WRH. In the event WRH objects to release of any public record under this Agreement, WRH may, at its sole expense, seek judicial approval to prevent such disclosure. City shall neither aid nor interfere with WRH's request for an injunction to prevent disclosure of any public record under this Agreement.

8.1.6.4 WRH shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

8.2 **By WRH.** WRH makes the following representations and warranties as the basis for the undertakings on the part of the City herein contained:

8.2.1 Formation and Power. WRH is duly formed, validly existing and in good standing under the laws of the State of Idaho and has the power to enter into this Agreement and to carry out its obligations hereunder.

8.2.2 No Conflicts. WRH is not aware of any conflicts of interest that would invalidate this Agreement or violate any laws or contracts previously entered into.

8.2.3 No Bankruptcy Filing or Decree. There has been no filing or entry of a decree or order by a court having jurisdiction adjudging WRH bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect to WRH under the federal Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator or other similar official in respect to WRH or in respect to any substantial part of its property, or ordering the winding up or liquidation of its affairs.

8.2.4 Securities Representation. WRH represents and warrants that in entering into this Agreement (i) it is not expecting to benefit solely from the efforts of the City or a third party and is not purchasing an "investment contract" or "security" for purposes of the federal securities laws or the securities laws of any state; and (ii) it possesses the experience and expertise in the construction and landfill gas energy generation business necessary to evaluate the benefits and risks associated with its entering into this Agreement.

8.2.5 Litigation. There are no actions, suits, claims, complaints, investigations or legal or administrative or arbitration proceedings which would affect the subject matter of this Agreement.

8.2.6 Compliance With Laws. WRH is in compliance with all laws and regulations applicable to WRH or the conduct of its business or operations, the noncompliance of which would have a material adverse effect.

8.2.7 Federal Assistance Program Eligibility. WRH confirms that it is not excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

9. FORCE MAJEURE

9.1 If, by reason of Force Majeure, either Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in breach hereunder. “**Force Majeure**” shall mean acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; substantial disruption to global trade; acts, failures to act, or orders of any kind of any Governmental Authorities having jurisdiction over either or both Parties; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances; explosions; or any other cause or event, not reasonably within the control of, or arising due to the fault or negligence of, the Party claiming force Majeure (excluding the financial inability of such Party to perform), which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement. Nothing in this provision is intended to excuse any party from performing due to any act, failure to act or order, where it was reasonably within such Party’s power to prevent, correct, anticipate or guard against such act, failure to act or order.

10. TERM; TERMINATION

10.1 **Term**. Subject to the other provisions hereof and except as may otherwise be previously terminated, this Agreement shall be effective on the Contract Date and shall remain in force until the fifteenth (15th) annual anniversary of the Commercial Operations Commencement Date (“**Initial Term**”).

10.1.1 WRH may apply for, and the City may grant, up to two (2) five-year extensions of this Agreement. Granting of an extension shall be at the sole discretion of the City, and subject to renegotiation of the compensation established in Section 3.2.1 herein.

10.2 Termination

10.2.1 Right to Terminate. Either Party shall have the right to terminate this Agreement in the event of a material breach by the opposing party, or due to an event of Force Majeure that prevents either Party from performing its obligations for more than one hundred eighty (180) days. In the event of a material breach, prior to termination, the terminating Party shall provide the non-terminating Party thirty (30) days advance written notice of its intent to terminate and the reason for the termination. The non-terminating Party shall have thirty (30) days to cure any material breach prior to termination.

10.2.2 City's Right to Assume Operation of LFG Collection System; Lenders' Consent. If at any time after final completion of construction of the LFG Facility WRH is in default under its credit or financing agreement with the lenders, the City may elect, in its sole discretion, to assume operation of the LFG Facility. If WRH is unable to cure a default of its obligations to the lenders then, subject to a consent and agreement to be negotiated by and among WRH, the City and the Lenders, upon a foreclosure by the Lenders of their security interest in the Horn Rapids LFG Facility, the City shall have the right, but not the obligation, to purchase the LFG Facility from the lenders for an amount equal to be negotiated between the City and the lenders.

10.3 **Obligations Upon Termination or Expiration**

10.3.1 Further Obligations. Upon termination or expiration of this Agreement, WRH shall:

10.3.1.1 prepare an inventory of all equipment, fuel and supplies in use or in storage at the Horn Rapids LFG Facility;

10.3.1.2 assign to the City all Subcontracts and other contractual agreements as may be designated by the City;

10.3.1.3 remove from the facility site all equipment, improvements and fixtures owned by WRH, provided that the City has not exercised the city purchase option as set forth in this Agreement;

10.3.1.4 remove all rubbish generated by WRH and generally clean the Facility Site; and

10.3.1.5 take any and all measures necessary to comply with Applicable Law and any other requirements imposed by a governmental authority to return the facility site to its baseline condition as of the contract date.

10.3.2 The City's Option to Purchase. The City has the option to purchase all, but not less than all, of the Horn Rapids LFG Facility during a period of ninety (90) days following the termination of this Agreement for the fair market value of the Horn Rapids LFG Facility. The fair market value shall be the amount mutually agreed upon by the Parties, or failing such mutual agreement between the Parties within thirty (30) days after the City's election to exercise the city purchase option, the average of two valuations of the Horn Rapids LFG Facility as between a willing but not anxious seller and a willing but not anxious buyer at arm's length made by independent American Society of Appraisers (ASA) qualified experts to be selected by agreement between the Parties or, failing agreement between them within fourteen (14) days of commencing to discuss the selection of the appraisers, by two separate appraisers, one selected by the City and one selected by WRH. The costs and expenses of the appraisers in calculating the fair market value of the Horn Rapids LFG Facility under this Agreement shall be borne by the City. The completion of the purchase shall take place within one hundred twenty (120) days of the determination of the fair market value. Upon completion of the purchase, WRH shall

transfer all of its rights, title and interest, if any, in the Horn Rapids LFG Facility (other than the LFG Collection System) free of encumbrances to the City.

11. INSURANCE

11.1 Insurance Term. WRH shall procure and maintain insurance, as required in this Section, without interruption from commencement of WRH's work through the term of the Agreement, unless otherwise indicated herein.

11.2 No Limitation. WRH's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of WRH to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

11.3 Minimum Scope of Insurance. WRH's required insurance shall be of the types and coverage as stated below:

11.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

11.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under WRH's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

11.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.3.4 Builders Risk insurance covering interests of the City, WRH, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$5,000 for each occurrence, which will be the responsibility of WRH. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by WRH and written acceptance by the City. Any increased

deductibles accepted by the City will remain the responsibility of WRH. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

11.3.5 Contractors Professional Liability Insurance during the term of construction WRH shall provide in the amount of \$1,000,000 per claim, and \$1,000,000 policy aggregate limits.

11.3.6 Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of WRH.

11.3.7 Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Contractor's Commercial General Liability and Automobile Liability insurance. The City shall be named as an additional insured on the WRH's Excess or Umbrella Liability insurance policy. The Excess or Umbrella insurance coverage will drop down when underlying policy aggregate limits are exhausted.

11.3.8 Property Insurance shall be written covering the full value of WRH's property and improvements with no coinsurance provisions.

11.4 **Minimum Amounts of Insurance.** WRH shall maintain the following insurance limits:

11.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

11.4.2 Commercial General Liability shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations aggregate, and \$1,000,000 stop gap/employers' liability each accident. The City of Richland shall be named as an additional insured on WRH's Commercial General Liability insurance with appropriate endorsement(s) for the work or exposures to the City.

11.4.3 Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

11.4.4 Professional Liability insurance for any design and engineering work shall be written in limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

11.4.5 Pollution Liability insurance shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000. WRH's Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

11.4.6 Excess or Umbrella Liability insurance shall be written with limits of not less than \$ 10,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability

requirement and limits may be satisfied instead through WRH's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

11.4.7 **Property Insurance** shall be written on an all risk basis in the amount of the replacement value of WRH's insurable property and all improvements once work is completed on the project site.

11.5 **City's Full Availability of WRH Limits.** If WRH maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by WRH, irrespective of whether such limits maintained by WRH are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by WRH.

11.6 **Other Insurance Provision.** WRH's Automobile Liability, Commercial General Liability and Builders Risk insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of WRH's insurance and shall not contribute with it.

11.7 **WRH's Insurance for Other Losses.** WRH shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, WRH's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by WRH, or WRH's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.

11.8 **Waiver of Subrogation.** WRH and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

11.9 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.10 **Verification of Coverage.** WRH shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this project. Upon request by the City, WRH shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

11.11 Subcontractors. WRH shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except WRH shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. WRH shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

11.12 Notice of Cancellation. WRH shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

11.13 Failure to Maintain Insurance. Failure on the part of WRH to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days notice to WRH to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

12. INDEMNIFICATION/HOLD HARMLESS

12.1 WRH shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent that they arise from or in connection with (i) any breach by WRH of any of its representations, obligations, covenants or warranties contained in this Agreement, or (ii) any action or omission of WRH or its officers, employees, agents, Subcontractors, or any party for whom WRH is responsible, taken or made in connection with WRH's performance of its obligations hereunder, provided such action or omission constitutes negligence or willful misconduct by WRH..

12.2 The City shall defend, indemnify and hold WRH, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent that they arise from or in connection with (i) any breach by the City of any of its representations, obligations, covenants or warranties contained in this Agreement, or (ii) any action or omission of the City or its officers, employees, agents, Subcontractors, or any party for whom the City is responsible, taken or made in connection with the City's performance of its obligations hereunder, provided such action or omission constitutes negligence or willful misconduct by the City.

13. MISCELLANEOUS

13.1 Notices. All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and sent via United States Postal Service, Certified Mail, Return Receipt Requested:

If to WRH shall be sent to:

W. R. Henderson Construction, Inc.
Attn: W. R. Henderson, President
P. O. Box 190
Rexburg, Idaho 83440-0190

If to the City shall be sent to:

City of Richland Washington
Attn: Peter Rogalsky, PE, Public Works Director
505 Swift Blvd. MS-26
Richland, Washington 99352

Notices hereunder shall be deemed properly served upon certified receipt by the Party to which the notice is given.

13.2 Assignment.

13.2.1 Except as set forth below, this Agreement may be assigned by either Party.

13.2.2 The City will have the right, upon written notice to WRH, to assign this Agreement and all rights hereunder but not without first obtaining WRH's written consent.

13.2.3 WRH will have the right, upon written notice to the City, to assign this Agreement and all rights hereunder, provided that such assignee has similar qualifications to own and operate the Horn Rapids LFG Facility or has a contractual arrangement with an operator that is reasonably acceptable to the City.

13.3 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the successors, assigns and personal representatives of the respective Parties.

13.4 Applicable Law and Related Matters. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties shall be determined in accordance with the laws of the State of Washington. In any litigation arising from this Agreement, the prevailing Party shall be entitled to receive from the non-prevailing Party all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by the prevailing Party by reason of the event giving rise to such litigation. Prior to the initiation of litigation, either Party shall initiate dispute resolution under this Section.

13.5 Expenses. All out-of-pocket costs and expenses incurred by WRH in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, reasonable attorneys' fees, shall be considered a cost and expense of WRH.

13.6 Severability. If any provision of this Agreement or the application thereof to any party or circumstance be invalid or unenforceable to any extent, the remainder of this Agreement

and the application of such provision to persons and circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Entire Agreement; Amendments. This Agreement (including without limitation, the attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties. Any attempt to amend or modify this agreement in the absence of a written instrument signed by both Parties shall be considered void and of no effect.

13.8 Waiver. No waiver by either Party of any one or more breaches by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future breach, whether of alike or different character. No failure on the part of either Party to complain of any action or non-action on the part of the other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party that failed to complain. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party that is making such waiver.

13.9 No Joint Venture. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either such Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. WRH is and shall remain an independent contractor in the performance of this Agreement, maintaining complete control of its personnel, workers, Subcontractors and operations required for its performance hereunder.

13.10 Joint Work Product. This Agreement shall be considered the work product of both Parties, and, therefore, no rule of strict construction shall be applied against either Party.

13.11 Liabilities. Notwithstanding anything contained herein to the contrary, WRH shall assume no obligations or liabilities of the City not expressly assumed herein and the City shall assume no obligations or liabilities of WRH.

13.12 Legal Entitlements. In the event it may be necessary or appropriate for the proper performance of this Agreement, or for the protection of any rights hereunder, on the part of the City or WRH, that any application or applications for any legal entitlement be made to any governmental authority by WRH or the City, WRH and the City each shall execute upon the reasonable request of the other such application or applications.

13.13 Independent Contractor Status. WRH and the City agree that WRH is an independent contractor and not an employee of the City. WRH is responsible for all insurance (workers compensation, unemployment, etc.) and its own payroll-related taxes. WRH is not entitled to any employee benefits. WRH has the right to control the manner and means of accomplishing the result contracted for herein.

IN WITNESS WHEREOF, each of the City and WRH have caused this Agreement to be executed in their respective names and attested by their duly authorized officers, as of the Contract Date.

[Signature Page to Follow]

CITY OF RICHLAND

W. R. HENDERSON CONSTRUCTION, INC.

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

By: _____
W.R. Henderson
President

Attest:

Attest:

Marcia Hopkins, City Clerk

By: _____
Name: _____
Title: _____

Approved as to Form:

Approved as to Form:

Heather Kintzley, City Attorney

By: _____
Name: _____
Legal Counsel for WRH

STATE OF WASHINGTON)
)
COUNTY OF BENTON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that that **CYNTHIA D. REENTS, CITY MANAGER** for the City of Richland, known to me to be the same person whose name is subscribed to the foregoing **HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT GAS PURCHASE AND SITE LICENSE AGREEMENT**, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public

My commission expires_____

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **W.R. HENDERSON**, President for W.R. Henderson Construction, Inc., known to me to be the same person whose name is subscribed to the foregoing **HORN RAPIDS LANDFILL GAS-TO-FUEL PROJECT GAS PURCHASE AND SITE LICENSE AGREEMENT**, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of W.R. Henderson Construction, Inc., for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2017.

Notary Public

My commission expires_____

EXHIBIT A

HORN RAPIDS LFG FACILITY SCOPE OF WORK

W.R. Henderson Construction, Inc., an Idaho corporation (“WRH”) acting as the Developer shall perform the following items as a Scope of Work consistent with this Agreement. The cost of all items of work listed below will be the responsibility of WRH.

Due Diligence: WRH will conduct such tests, inspections and verifications as are necessary to estimate the quantities of Landfill Gas located on the facility site, and to conduct a feasibility study to evaluate the infrastructure for interconnection and transmission of the RNG generated, or other material conditions that would render the Project commercially unviable.

Design: WRH will design and engineer the Horn Rapids LFG Facility, including completion of the site plan, the building plan, and the design of the LFG Collection, Transmission and Interconnection System.

Construction: WRH will construct the Landfill Gas Methane Recovery and Processing Facility, as well as construction of a landfill gas collection system and other ancillary structures in support thereof, including collection and transmission piping and interconnection to a commercial pipeline destination.

Operation & Maintenance: WRH will operate and maintain the Horn Rapids LFG Facility in accordance with applicable law and legal entitlements, prudent utility practices, good construction and engineering practices and applicable equipment manufacturer’s design requirements and recommendations. Keep the Facility in good repair, condition and working order. Promptly replace any part of the Facility which needs to be replaced because of damage, loss or due to normal wear and tear. Furnish and supply all supplies, consumables, labor, tools, materials, parts, mechanisms and devices to keep the Facility in good repair, condition and working order. WRH shall prepare and file applications for all legal entitlements required for the operation and maintenance of the Facility.

Monitoring & Controls: WRH shall install a continuous electronic flow meter with an appropriate backup recording device to ensure proper measurement of landfill gas flow. Installing sufficient monitoring and controls to operate the Facility and monitor its operation. WRH will include a Supervisory Control and Data Acquisition (SCADA) system for the project, such that all site data is stored in a historian and can be presented adequately on a Richland City website or used by City engineers to monitor aspects of the project. WRH will also provide a website, iPhone (iOS) and Android Mobile Application for the City of Richland, Washington so that its residents can monitor the Greenhouse Gas reduction and CO₂ offset as well as other metrics of the project. Implementing and overseeing a safety program at the Facility to ensure that the operation and maintenance of the Facility are in compliance with applicable law.

WRH will assume responsibility and provide full services for the purchasing, conditioning, and marketing of all the landfill gas generated, current and future. Maintain and operate equipment in a clean and sanitary condition and in accordance with all regulatory requirements. Work

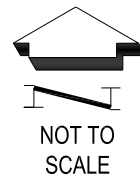
cooperatively with the City to resolve any operation/maintenance type issues that may occur. Not destroy or incinerate any landfill gas without written approval by the City. WRH shall provide the City with written certification for all materials diverted away from the landfill. WRH will provide the City with a plan for the location and operating hours of the facility and how it proposes to receive materials.

The City of Richland shall have the right to inspect the facility and its operating records to ensure contract compliance with landfill gas handling and conditioning into renewable natural gas (RNG).

EXHIBIT B

FACILITY SITE AND SITE LAYOUT

In addition to the Landfill Site Plan as shown, also including a gas pipeline right-of-way access north from the 3.5 acres available for the LFG facility project construction to the Horn Rapids Road, and then City of Richland right-of-way access for gas pipeline construction to an approved commercial RNG off-taker interconnection point.



LANDFILL SITE PLAN

EXHIBIT B

2016 PHOTO

UPDATED: 12-06-2017



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 232-17, Authorizing Solid Waste Collection Agreements with Waste Management, Inc.

Department:
Public Works

Ordinance/Resolution Number:
232-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 232-17, authorizing the City Manager to sign and execute Solid Waste Collection Agreements with Waste Management, Inc. for properties within recently annexed areas.

Summary:

Washington State, through the Utilities and Transportation Commission (WUTC), regulates solid waste collection services. WUTC oversees the terms and rates for services delivered within geographic permit boundaries. For most of Washington State, private-sector solid waste collection companies hold WUTC permits and deliver services. Washington State law empowers cities to assume authority over solid waste collection services within their boundaries. The cities' authority can be exercised by providing services as a municipal operation, as Richland does, or by contracting.

An annexation by a city brings property once under the authority of the WUTC's process under the city's authority. To address the potential disruption to a solid waste collection company's business, state law requires that cities completing annexations contract with the WUTC permit holders for a period of at least seven years. Current best practice is to extend this minimum contracting period to ten years because the extension enables a release of all damage claims by the collection companies.

One annexation in 2016 and two annexations in 2017 added property to the City that is included in WUTC permits held by Waste Management, Inc. The proposed agreements enable Waste Management, Inc. to continue to operate under the terms of their WUTC permit until December 31, 2027, after which the City may choose how services are provided to these properties. The proposed agreement follows a template negotiated and implemented over the past several years.

Staff recommends approval of Resolution No. 232-17.

Fiscal Impact:

There will be virtually no fiscal impact in the near term related to these agreements. If land development occurs within these annexed properties, the resulting solid waste services will generate utility tax revenues, paid by Waste Management, Inc. to the general fund. In addition, the agreement allows the City's Solid Waste Utility to collect a surcharge from Waste Management, Inc. customers in these annexations to support the customer's use of the City's landfill at City resident rates.

Attachments:

1. Resolution No. 232-17
2. WM Collection Agreement - Dallas - 68-16
3. WM Collection Agreement - Jericho - 25-17
4. WM Collection Agreement - Keene - 34-17

RESOLUTION NO. 232-17

A RESOLUTION of the City of Richland authorizing the execution of Solid Waste Collection Agreements with Waste Management of Washington, Inc. for the Dallas/Cowlitz, Jericho Road and Keene Road Annexations.

WHEREAS, by Ordinance No. 68-16, adopted December 6, 2016, the City annexed property known as the Dallas/Cowlitz Annexation; and

WHEREAS, by Ordinance No. 25-17, adopted August 1, 2017, the City annexed property known as the Jericho Road Annexation; and

WHEREAS, by Ordinance No. 34-17, adopted September 19, 2017, the City annexed property known as the Keene Road Annexation; and

WHEREAS, Waste Management of Washington, Inc. (WMW) holds Certificate No. G-237 issued by the Washington State Utilities and Transportation Commission (WUTC) for the collection of solid waste in certain areas, including the property included in the aforementioned Annexations; and

WHEREAS, pursuant to RCW 35.13.280, the WUTC regulates the collection of solid waste within the aforementioned Annexations until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020; and

WHEREAS, the City has provided written notice to the WUTC of its intention to collect solid waste in the aforementioned Annexations; and

WHEREAS, RCW 35.13.280 requires the City to grant authorization to WMW to collect solid waste in the aforementioned Annexations for a term of not less than seven (7) years; and

WHEREAS, the proposed Solid Waste Collection Agreement with WMW grants a ten-year term to comply with RCW 35.13.280 and resolve any potential claim against the City for damages; and

WHEREAS, the proposed agreement requires WMW to pay City Utility Occupation Tax and such other fees in accordance with the Richland Municipal Code; and

WHEREAS, the proposed agreement includes a transition planning process that will allow the City to evaluate the best path forward for its residents at the expiration of the ten-year agreement term.

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 Solid Waste Collection Agreement with Waste Management of Washington, Inc. for customers within the Dallas/Cowlitz, Jericho Road and Keene Road Annexations

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Dallas / Cowlitz Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 68-16, dated December 6, 2016 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Dallas / Cowlitz Annexation;

WHEREAS the Dallas / Cowlitz Annexation is referred to herein as the “Annexed Territory”;

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re Basin Disposal, Inc. and Ed's Disposal, Inc. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Basin Disposal or Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Director of Public Sector Services	If to City:	City of Richland 505 Swift Boulevard, MS-26 Richland, Washington 99352 Pete Rogalsky, Public Works Director
Attention:		Attention:	

17. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

20. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

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

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

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

By: _____
Name: Jason S. Rose
Title: Vice President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachment:
Exhibit A - Ordinance No. 68-16



WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

A CERTIFIED TRUE COPY

Marcia Hopkins
CITY CLERK

PID# 1-20982011585003

ORDINANCE NO. 68-16

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 2.3 acres of land located north of Cowlitz Boulevard and east of Dallas Road, providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent from Ramamohan Anatatmula, the sole owner of the real property legally described in Exhibit A attached hereto, to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on May 17, 2016 between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 112-16, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 112-16 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

COPY

1940-1941

1942-1943

1944-1945

1946-1947

1948-1949

1950-1951

1952-1953

1954-1955

WHEREAS, the Richland Planning Commission held a public hearing on May 25, 2016 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on July 25, 2016; and

WHEREAS, on September 6, 2016, Richland City Council adopted Resolution No. 173-16, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by the sole owner of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on November 15, 2016, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

COPY

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 59 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

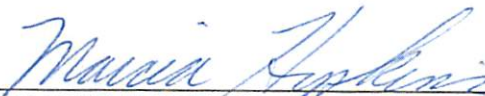
Section 8. This ordinance shall be effective immediately following the day after its publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 6th day of December, 2016.



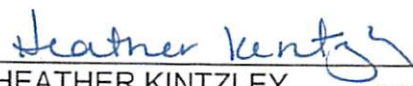
ROBERT J. THOMPSON
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Date Published: December 11, 2016

COPY

EXHIBIT A

Legal Description for Cowlitz/Dallas Road Annexation

LOT 3 OF SHORT PLAT NO. 1585 IN SECTION 20, TOWNSHIP 9 NORTH, RANGE 28, E.W.M.

Contains 2.3 acres more or less.

*This description includes the following **County Parcel Identification Number:***

1-20982011585003

COPY

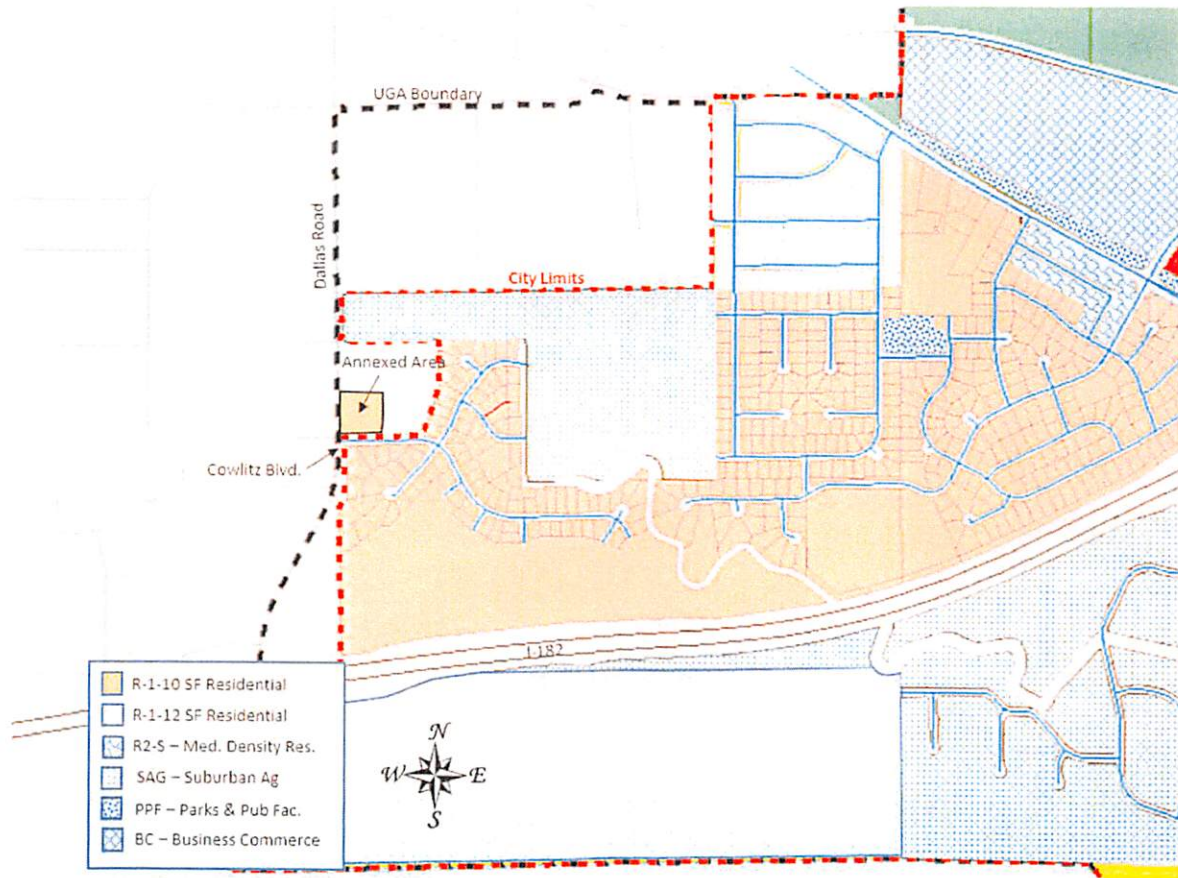
Benton County Auditor's Office Staff
determined that this page does not meet
their scanning requirements.

The page contained:

EXHIBIT B

Please contact the City Clerk's Office,
at the City of Richland, to obtain a
copy of this omitted page.

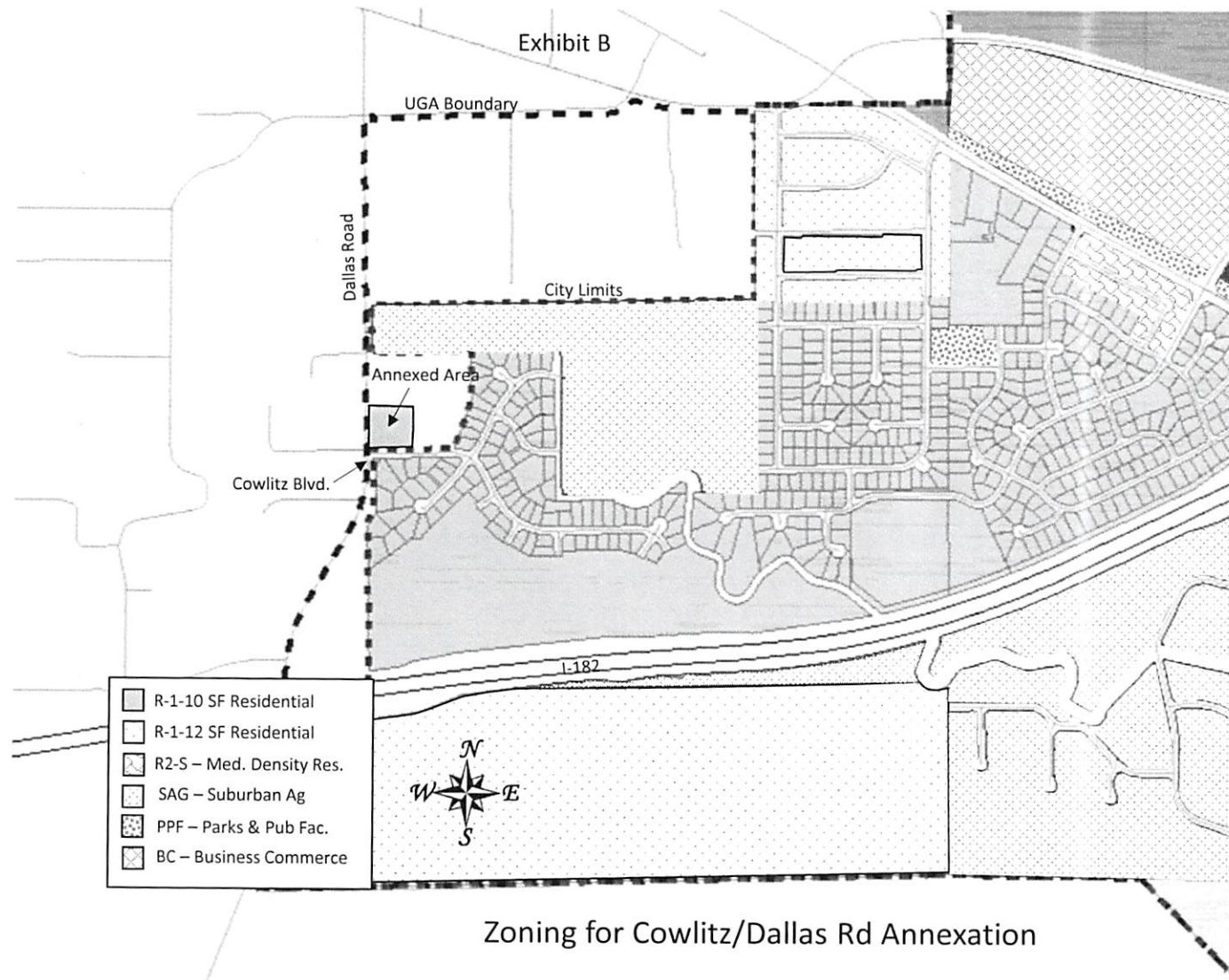
EXHIBIT B



ZONING FOR COWLITZ/DALLAS ROAD ANNEXATION

COPY

COPY



**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Jericho Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 25-17, dated August 1, 2017 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the Jericho Road Annexation;

WHEREAS the Jericho Road Annexation is referred to herein as the “Annexed Territory”;

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re Basin Disposal, Inc. and Ed's Disposal, Inc. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Basin Disposal or Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Director of Public Sector Services	If to City:	City of Richland 505 Swift Boulevard, MS-26 Richland, Washington 99352 Pete Rogalsky, Public Works Director
Attention:		Attention:	

17. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

20. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

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

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

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

By: _____
Name: Jason S. Rose
Title: Vice President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachment:
Exhibit A - Ordinance No. 25-17

WHEN RECORDED RETURN TO:

Richland City Clerk
P.O. Box 190 MS-05
Richland, WA 99352

PID#: 1-2298-202-0005-010, 1-2298-202-0005-011, 1-2298-202-0005-009, 1-2209-202-0004-013, 1-2298-202-0004-005

ORDINANCE NO. 25-17

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 13.2 acres of land located at the eastern terminus of Jericho Road and south of Columbia Park Trail, providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Randy and Abbey Aust, owners of real property, the value of which exceeded 10% of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on December 6, 2016 between the initiating parties of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 227-16, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 227-16 further authorizes and directs the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on January 11, 2017 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board on March 24, 2017; and

WHEREAS, on April 4, 2017, Richland City Council adopted Resolution No. 64-17, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by property representing 90% of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on July 18, 2017, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in Exhibit A attached hereto is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map Nos. 47 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

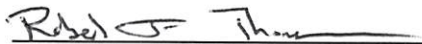
Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This ordinance shall be effective August 15, 2017 following publication in the official newspaper of the City.

PASSED by the City Council of the City of Richland on this 1st day of August, 2017.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

Date Published: August 6, 2017

EXHIBIT A

Legal Description for the Jericho Road Annexation

The Jericho Road annexation consists of the following lots location within the plat of Badger Heights:

- The portion of Block 4, Lot 4 defined as follows: Beginning at the Southeast corner of Lot 4; Thence North a distance of 152.55 feet; Thence Northwesterly along the property line a distance of 250 feet along the property line; Thence South a distance of 219.5 feet to the South line; Thence east along south property line a distance of 240.89 feet to a Point of Beginning; Together with the portion of vacated road right of way per Resolution #91-1885, recorded 2/5/91;
- Block 4, Lot 5;
- Block 5, Lot 9 subject to right of way and easements 1-6-56 Together with the portion of vacated road right of way per resolution #91-026, recorded 2/5/91;
- Block 5, Lot 10 subject to easements and restrictions of record;
- Block 5, Lot 11 subject to easements and restrictions of record.

Together with the following segments of right of way:

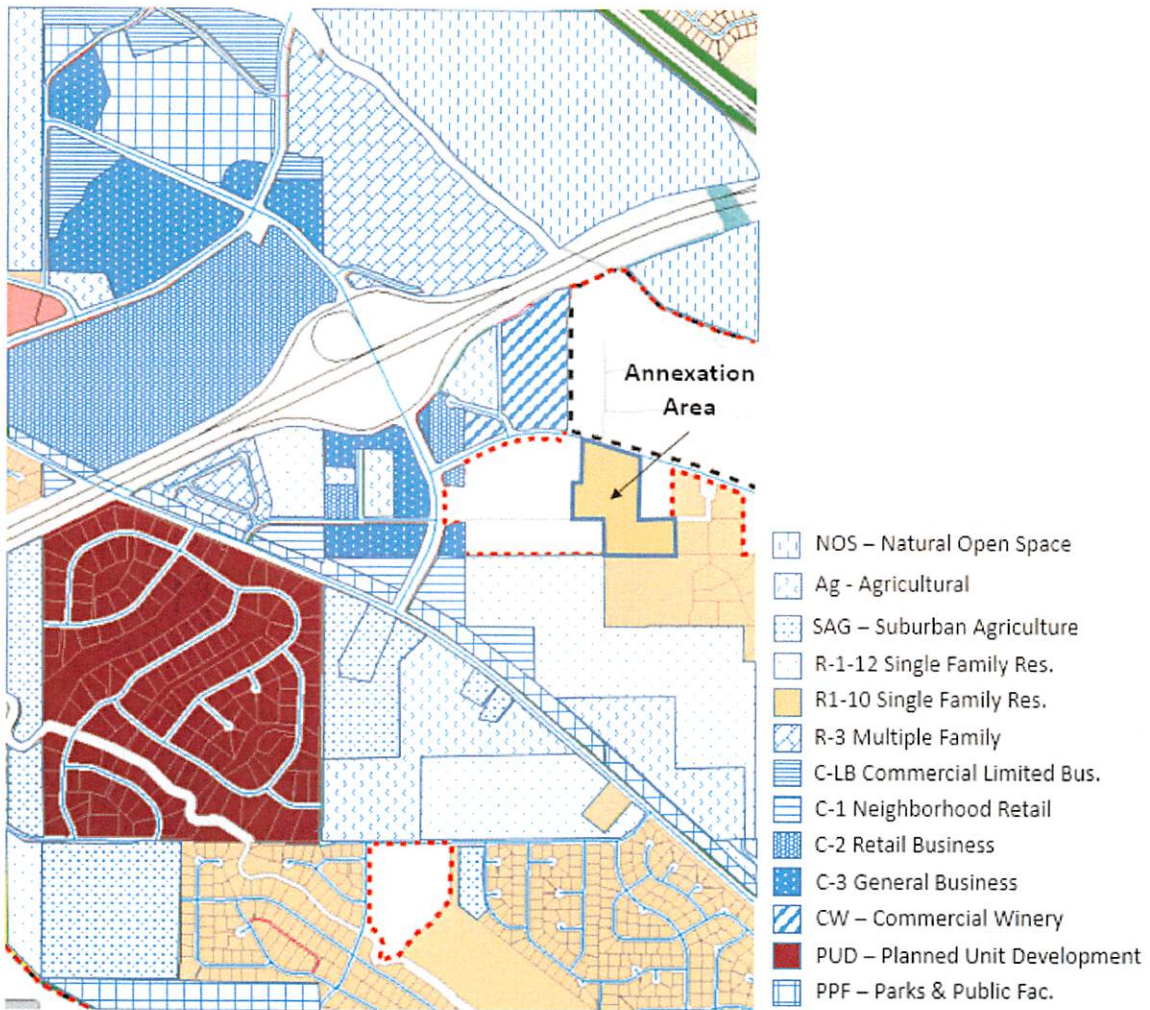
- That portion of Jericho Road lying easterly and adjacent to the westerly line of Block 4, Lot 5 of Badger Heights to the easterly line of Block 5, Lot 11 of Badger Heights; and
- That portion of Columbia Park Trail extending from existing City limits (the right of way adjacent to the eastern boundary of Lot 4, Block 4 of Badger Heights) extending easterly to the easterly line of Block 5, Lot 9 of the Badger Heights.

This description includes the following County Parcel Identification Numbers:

1-2298-202-0005-010
1-2298-202-0005-011
1-2298-202-0005-009
1-2209-202-0004-013
1-2298-202-0004-005

EXHIBIT B

ZONING FOR JERICHO ROAD ANNEXATION



FISCAL IMPACT – PROPOSED JERICHO ROAD ANNEXATION

INTRODUCTION

This fiscal analysis has been prepared by staff to identify the impacts of the proposed Jericho Road annexation to the City. The following is a summary of the analysis that was completed and an explanation of the assumptions used in this analysis.

The analysis included in this report focuses on the potential impacts of the annexation to the City's General Fund. Enterprise funds such as medical services, electrical, water, sewer and storm drainage are, by their nature, self-sustaining and, as such, should have neither a significant positive or negative fiscal impact on the City.

REVENUES

The revenue that would be generated by the proposed annexation is largely dependent on the amount of development that occurs in the area over time. Table I provides an estimate of the revenues that would be produced from the annexation area based only on the existing level of development. Table II provides a revenue estimate at full build-out of the annexation area. This full build-out scenario is based on the likely maximum level of development allowed under the zoning regulations applied to the proposed annexation area.

**TABLE I – Jericho Road Annexation Proposal
Projected Revenue – Year 2017**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Annual Amount</u>
Property Tax	\$2.98492709/assessed valuation	\$805,690 assessed value	\$2,405
Permit Fees ¹	\$47/person	2 persons	\$94
Utility Taxes ²	0	No present utility connections	0
Sales Taxes ³	\$243/person	2 persons	\$486
Total			2,985

**TABLE II – Jericho Road Annexation Proposal
Projected Revenue – Full Build-Out**

<u>Revenue Source</u>	<u>Rate</u>	<u>Basis</u>	<u>Amount</u>
Property Tax	\$2.98492709/assessed valuation	\$8,023,325 total assessed value	\$23,949
Permit Fees ¹	\$47/person	52 persons	\$2,444
Utility Taxes ²	\$240/person	52 persons	\$12,480
Sales Taxes ³	\$243/person	52 persons	\$12,636
Total			\$51,509

Table I & II Notes:

- ¹ Permit fees are based on the total 2017 adopted budget figures for licenses and permits, (\$2,551,425) divided by the current population (54,150).
- ² Utility taxes based on adopted budget figures for total utility tax revenue (\$13,018,600) divided by estimated number of current population (54,150).
- ³ Sales tax determined by total sales and use tax revenue (\$13,140,474) divided by current population (54,150).

Table II Assumptions:

- Assumes site would be developed at a density of approximately 2 units/gross acre, which is a typical density for South Richland sloping properties zoned R-1-10.
- Average value of new construction for a single-family residence is \$320,933 according to 2016 year building permit activity records.
- Assumes 2.6 persons/household (2017 OFM Estimate).
- Assumes all new development will be served by City utilities.

No estimate has been provided on the length of time it would take to achieve full build-out of the proposed annexation area. This would be dependent upon any number of factors, including the desires of the property owner and market conditions. Rather, the two tables are offered as a comparison of revenues that would be generated from the area based on its existing and maximum potential levels of development.

PUBLIC ASSETS

Existing Infrastructure

There is no infrastructure in the area that the City would inherit as a result of this annexation, except for an unimproved section of Jericho Road of approximately 650 feet in length that runs across the site from east to west. Also included in the annexation is approximately 1,000 feet of frontage of Columbia Park Trail, which forms the northern boundary of the annexation area.

DEMANDS FOR NEW/EXPANDED INFRASTRUCTURE

As development would occur within the area, water, sewer and electrical services would be extended to serve new development. Depending upon the number of lots created within the annexation area, additional roadways may need to be constructed within the site and additional traffic created by new development would add to existing traffic volumes on City streets. New development would also trigger requirements for installation of storm drainage facilities and street lighting. Additional demands would be placed on the City's parks and open spaces. The developer would be responsible for the extension of City utilities, access roads, storm drainage facilities, street lighting, park dedication and/or payment of park fees.

The City's present system of development regulation/permitting ensures that, to a large degree, new residents are paying for the costs associated with the extension/expansion of City infrastructure. It also ensures that new development will not occur unless appropriate infrastructure improvements are put in place.

EXISTING SERVICES

Presently, the proposed annexation area is served by the following entities:

<u>Service</u>	<u>Service Provider</u>
Fire & Emergency Service	Benton County Fire District #4
Police Services	Benton County Sheriff's Department
Electrical Service	Benton County PUD #1
Water Service	Private Well
Sewer Service	On-Site Septic Systems
Solid Waste Disposal	No Service Currently Provided

FUTURE DEMAND FOR SERVICES

As development of the proposed annexation area occurs, future demands would be placed on City services. Some of these services would not be greatly impacted. Emergency fire/medical protection would be provided from the new South Richland Station #74. As population increases, there would be more calls for service within the area.

City utility services, including power, water, sewer, and storm drainage would see increased usage. Present capacity of the City systems could accommodate this increased demand as the growth was anticipated and planned for in the City Comprehensive Plan. The fees charged for the connection to City utility services and the monthly user charges are designed to recover the costs associated with the provision of those services. Consequently, development within the proposed annexation area should not have fiscal impacts on those services.

Other services, including parks and recreation and library services, would likely see some increase in use. Table III demonstrates the effects of annexation, both initially and at full build-out, given the assumption that service levels and cost of service per capita will remain constant.

**TABLE III – Jericho Road Annexation Proposal
Expense of Providing City Services**

Service	Annual Cost of Service	Level of Service ¹	Cost of Annexation ²	
			Initial	Full Build-Out
Fire & Emergency Service ³	\$151/person ³	5 minute emergency response time	\$302	\$7,852
Police ⁴	\$247/person ⁴	1.24 police/1,000 population	\$494	\$12,844
Parks ⁵	\$131/person ⁵	2.8 acres/1,000 population	\$262	\$6,812
Street ⁶ Maintenance	\$56/person	None established	\$112	\$2,860
Library ⁷	\$39/person	None established	\$78	\$2,028
Administrative Services ⁸	\$178/person	None established	\$296	\$9,256
Total	802		\$1,604⁹	\$41,652

Notes for Table III:

¹Level of Service reported from City of Richland Comprehensive Plan

²Cost of Annexation – Initial Impacts are based on current estimate of 2 persons residing within the proposed annexation area. Full build-out figures are based on projected population of 52 persons in 20 residences.

³Represents total current expense '17 budget for fire and emergency services (\$8,170,338) divided by current city population (54,150).

⁴Represents total current expense '17 budget for police (\$13,397,779) divided by current city population (54,150).

⁵Represents total current expense '17 budget for parks and facilities and recreation (\$7,119,605) divided by current city population (54,150).

⁶Represents streets capital construction fund '17 budget (\$3,061,814) divided by current city population (54,150).

⁷Library costs were derived by dividing 2017 total library budget (\$2,134,328) by total number of persons in the City (54,150).

⁸Administrative service costs represents the total current expense budgets for City Manager, Assistant City Manager, City Clerk, City Attorney, Communications and Marketing, Cable Communications, Information Technology, and Hanford Communities (\$9,650,248) divided by current city population (54,150).

⁹Costs for police and fire services would not likely be zero for existing levels of development, but are difficult to accurately quantify and would vary greatly based on the number of times that emergency calls for service were made.

Service costs for Table III include those services that are directly provided to residents and also include estimates for costs associated with general administrative services. Presumably, there would be some efficiencies accrued by the City in serving a larger population that would be located in a relatively small geographical area that is

immediately adjacent to the City's existing service boundaries. Costs for actually providing services listed in Table III are somewhat overstated. The per capita listing for fire and emergency services, police services and administrative services assumes that all expenses associated with providing services are directly related to residential uses. Clearly, there are costs associated with providing services to commercial and industrial lands as well. The estimated costs of park and library services may be slightly overstated also, as some service is provided to non-City residents, which, if accounted for, would slightly decrease the per capita costs reported here. Finally, Table IV provides some comparison of the costs and revenues associated with the proposed annexation.

**TABLE IV – Jericho Road Annexation Proposal
Summary of General Fund Revenues and Expenses**

	Estimated Number of Households	Projected Revenues	Projected Expenses	Net Annual Benefit
Initial Annexation	1	\$2,985	\$1,604	\$1,381
Annexation at Max. Build-Out	20	\$51,509	\$41,652	\$9,857

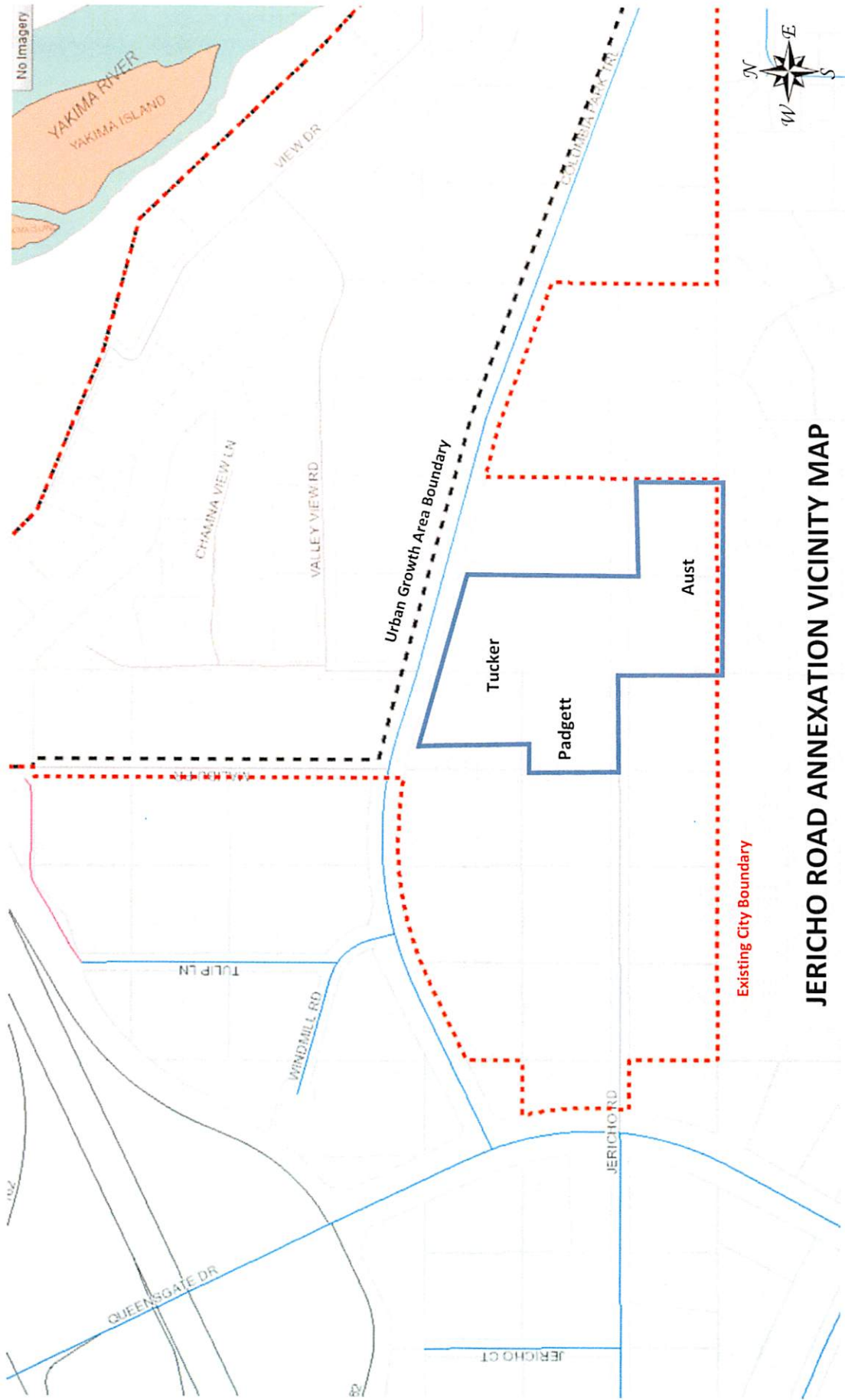
CONCLUSION

Staff concludes that the proposed Jericho Road annexation would have slight positive fiscal impacts to the City both at the time of initial annexation and at the time that the area is fully developed. The City's enterprise funds would not be negatively impacted as expenses associated with providing power, water, sewer, storm drainage and solid waste disposal would necessarily equal the revenues associated with providing such services.

A general rule of thumb holds that the costs of providing services to residential neighborhoods generally exceed the revenues derived from those residential areas. This analysis presumes that additional sales tax would be generated from future development in the area at the same proportion as the rest of the City. However, to the extent that retailers performing market studies consider community growth, additional population may have the effect of stimulating new retail development. Ultimately this could increase the per capita sales tax revenue that the City receives.

There are other factors that are difficult to quantify. If the area is not annexed, and some level of development occurs, City services will still be directly impacted. The street system will be forced to handle more traffic, and park and library use may increase, along with police and fire service calls. However, without annexation the City will not receive any revenues from those unincorporated developments. In total, the drain on City services would likely be greater without annexation than with annexation.

Annexation also provides the City with some opportunity to control the development so that it conforms to City plans and standards. Street layout and design, the extension of street and utility corridors to adjacent parcels, the overall density of development, and the dedication of park and open spaces are all issues that the City would not control if annexation does not occur.



JERICHO ROAD ANNEXATION VICINITY MAP

**SOLID WASTE COLLECTION AGREEMENT
(Annexation Transition RCW 35.13.280)**

Keene Road Annexation

This SOLID WASTE COLLECTION AGREEMENT (“Agreement”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF RICHLAND, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the “Effective Date”), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS by Ordinance No. 34-17, dated September 19, 2017 (the “Ordinance”) and attached hereto as **Exhibit A**, the City has annexed certain territory identified in the Ordinance and commonly referred to as the **Keene Road Annexation**;

WHEREAS the Keene Road Annexation is referred to herein as the “Annexed Territory”;

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission (“WUTC”) for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Basin Disposal, Inc. (“Basin Disposal”) holds Certificate No. G-118 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS Ed’s Disposal, Inc. (“Ed’s Disposal”) holds Certificate No. G-110 issued by the WUTC for the collection of solid waste in certain areas in Washington State, including within Benton County and in the Annexed Territory;

WHEREAS under RCW 35.13.280, the WUTC regulates the collection of solid waste within the Annexed Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS the City has given notice under RCW 35.13.280 to the WUTC and the City intends to undertake the collection of municipal solid waste (“MSW”), as defined in WAC 173-350-100, from residents and businesses within the Annexed Territory, and is therefore required by RCW 35.13.280 to grant to WMW a franchise for the collection of MSW in the Annexed Territory for a term of not less than SEVEN (7) years;

WHEREAS in addition to the requirement to grant to WMW a 7-year franchise for the collection of MSW in the Annexed Territory, RCW 35.13.280 also grants to WMW a right of action to recover any measurable damages resulting from the City’s decision to contract for MSW collection or provide MSW collection itself;

WHEREAS the City and WMW agree to satisfy the requirements of RCW 35.13.280, including the requirement to grant a 7-year franchise and the waiver of any claims for measureable damages, by entering into this Agreement to grant to WMW the exclusive right (shared with Basin Disposal and Ed's Disposal) to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (as defined herein);

WHEREAS the Parties wish to enter into this Agreement setting forth the terms and conditions governing WMW's MSW collection within the Annexed Territory during the Transition Period;

TERMS AND CONDITIONS

1. The "Transition Period". The Parties agree that the "Transition Period" shall commence on the Effective Date and shall terminate on **December 31, 2027**, unless extended by written agreement of the Parties. The Parties agree and acknowledge that the Transition Period is longer than the 7-year franchise period required under RCW 35.13.280 in order to compensate WMW for any and all measurable damages WMW has incurred as a result of the annexation and cancellation of its MSW collection business within the Annexed Territory.

2. Grant of Exclusive Franchise. Except with respect to Basin Disposal and Ed's Disposal (as discussed in Section 3 below), the City hereby grants to WMW the exclusive right and obligation to collect MSW from residential and commercial customers within the Annexed Territory during the Transition Period (hereinafter the "Collection Services"). During the Transition Period, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Annexed Territory.

3. Non-Exclusivity re Basin Disposal, Inc. and Ed's Disposal, Inc. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Annexed Territory, shall interfere with the existing rights of Basin Disposal or Ed's Disposal under RCW 35.13.280 to provide Collection Services within the Annexed Territory.

4. Rates and Compensation. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Annexed Territory the same rates and charges authorized under the tariffs approved by the WUTC for WMW's customer's located within WMW's G-237 service territory in Benton County (the "WUTC Tariff"), subject to the following adjustments:

4.1. WMW shall increase the rates and charges to include any taxes, fees, or charges applicable to WMW's Collection Services within the Annexed Territory that are not otherwise included within the WUTC Tariff; and

4.2. WMW shall decrease the rates and charges to exclude any taxes, fees, or charges that are included in the WUTC Tariff, but are not applicable to WMW's Collection Services within the Annexed Territory.

5. Notification of Taxes, Fees, and Other Charges. If, as a result of the City's annexation of the Annexed Territory, the City imposes any taxes, fees, or charges on WMW's Collection Services within the Annexed Territory, the City shall notify WMW of such taxes, fees, or other charges.

6. Revisions to WUTC Tariffs. Nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC Tariffs applicable to MSW collection within its Certificate No. G-237 territory in Benton County. In the event that the WUTC approves revisions to WMW's WUTC Tariff, WMW shall adjust the rates and charges applicable to the Collection Services within the Annexed Territory.

7. Additional Services. If the City elects to offer additional solid waste collection services to residential and commercial customers within the Annexed Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the Transition Period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

7.1. consistent with the rates under its WUTC Tariff; or

7.2. if WMW does not offer similar services under its WUTC Tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Annexed Territory

8. Billing. WMW shall be responsible for billing its residential and commercial customers within the Annexed Territory for the Collection Services. WMW shall bill its customer consistent with the WUTC procedures in WAC 480-70-396 through WAC 480-70-416.

9. Delinquent Accounts and Refusal of Service. WMW shall have and retain all rights authorized by law to collect delinquent accounts (as defined WAC 480-70-396), including, but not limited to, the right to cancel Collection Services for any of the reasons under WAC 480-70-376(1). WMW shall have and retain all rights authorized by law to refuse or cancel service to a customer, including the right to refuse or cancel service for any reason under WAC 480-70-366(2).

10. Collection Service Requirements. Except as otherwise stated herein or unless inconsistent with any provision herein, WMW shall provide the Collection Services consistent with the requirements of Chapter 480-70 WAC and WMW's WUTC Tariff.

11. Transition of WMW's Collection Services to City. After the end of the Transition Period,

11.1. the City shall assume full responsibility for MSW collection within the Annexed Territory as authorized under RCW 81.77.020, either by contracting for MSW collection or provide MSW collection itself;

11.2. unless otherwise agreed to in writing by the Parties, WMW shall have no further obligation or right under this Agreement to provide the Collection Services within the Annexed Territory;

11.3. WMW waives all claims under RCW 35.13.280 to enter into a franchise to continue its MSW collection business within the Annexed Territory; and

11.4. WMW waives all claims under RCW 35.13.280 to any measurable damages resulting from the cancellation of its MSW collection business within the Annexed Territory.

Upon request of the City, the Parties shall meet prior to the end of the Transition Period to plan for the transition of the Collection Services within the Annexed Territory. WMW shall cooperate with the City by providing all reasonably necessary information required by the City to allow for an orderly transition of the Collection Services from WMW to the City or its contractor. Such information shall include service account addresses, billing addresses, current service levels, frequency and types of services, customer container sizes, and other similar information requested by the City and reasonably necessary to the transition of service.

12. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for MSW collection or provide MSW collection itself within the Annexed Territory pursuant to RCW 81.77.020. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

13. Cooperation in Execution of Documents. The Parties agree cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

14. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

15. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

16. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	Waste Management of Washington, Inc. 720 Fourth Avenue, Suite 400 Kirkland, WA 98033-8136 Director of Public Sector Services	If to City:	City of Richland 505 Swift Boulevard, MS-26 Richland, Washington 99352 Pete Rogalsky, Public Works Director
Attention:		Attention:	

17. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Richland, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney's fees and expenses incurred by the prevailing Party.

18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

19. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Agreement be construed against either of the Parties because of the identity of the drafter.

20. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

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

22. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF RICHLAND

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

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

By: _____
Name: Jason S. Rose
Title: Vice President
Date: _____

ATTEST

By: _____
Name: Marcia Hopkins
Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Name: Heather Kintzley
Title: City Attorney

By: _____
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachment:
Exhibit A - Ordinance No. 34-17

WHEN RECORDED RETURN TO:

Richland City Clerk
505 Swift Blvd., MS-05
Richland, WA 99352

PID#: 1-26983020000018

ORDINANCE NO. 34-17

AN ORDINANCE of the City of Richland, Benton County Washington, annexing approximately 17.2 acres of land located south of Keene Road and east of Brantingham Road, in Section 26, Township 9 North, Range 28 East, W.M., providing for assumption of existing City indebtedness, and amending the Official Zoning Map.

WHEREAS, the City received a notice of intent to annex from Edward Shaw, owner of real property, the value of which exceeded ten percent (10%) of the proposed annexation area and so qualified to commence annexation proceedings for annexation into the City of Richland; and

WHEREAS, a meeting was held on March 21, 2017 between the initiating party of this annexation and the City Council of the City of Richland, at which time the Council adopted Resolution No. 54-17, accepting the notice of intention to commence annexation proceedings for the real property legally described in Exhibit A attached hereto, subject to simultaneous adoption of the Comprehensive Plan for the proposed annexation area, and the assumption of the appropriate share of all existing City indebtedness; and

WHEREAS, Resolution No. 54-17 further authorized and directed the Richland Planning Commission to propose and forward a recommendation to the City Council as to the most appropriate zoning designation for the area proposed to be annexed; and

WHEREAS, the Richland Planning Commission held a public hearing on April 26, 2017 to consider an appropriate zoning designation for the proposed annexation area, and recommended adoption of Single Family Residential R-1-10 zoning for the property; and

WHEREAS, a notice of intention to annex was duly filed with the Benton County Boundary Review Board. Jurisdiction of the Boundary Review Board was not invoked within 45 days of filing, and thus, the proposed annexation was deemed approved by the Boundary Review Board as of July 7, 2017; and

WHEREAS, on July 18, 2017, Richland City Council adopted Resolution No. 121-17, authorizing the circulation of an annexation petition for annexation of the real property legally described in Exhibit A attached hereto; and

WHEREAS, a petition was circulated and signed by the sole property representing one hundred percent (100%) of the assessed value of the proposed annexation area, thereby exceeding the state requirement that owners representing at least sixty percent (60%) of the value of the proposed annexation area petition the City for annexation, with such value determined according to the assessed valuation for general taxation; and

WHEREAS, the Richland City Council held a public hearing to consider the annexation on September 5, 2017, which hearing was duly noticed by the City Clerk through publication in a newspaper of general circulation and through the mailing of notice to all property owners within the annexation area, specifying the time and place of the hearing and inviting interested persons to appear and voice approval or disapproval of the annexation; and

WHEREAS, the matter was duly considered by the City Council of the City of Richland, and the Council has determined that the annexation would be of general benefit to the residents of the City of Richland.

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

Section 1. The real property legally described in Exhibit A, attached hereto, is hereby annexed to the City of Richland and is hereby declared to be within the corporate limits of the City of Richland, Benton County, Washington (the "Annexed Area").

Section 2. The Richland Comprehensive Plan, adopted October 6, 1997 by passage of Ordinance No. 26-97, shall serve as the comprehensive plan for the Annexed Area. All properties within the annexation shall be designated as "low density residential" under the land use map that is part of the comprehensive plan.

Section 3. The property within the Annexed Area shall be assessed and taxed at the same rate and on the same basis as other property within the City, including assessments or taxes in payment for all or of any portion of the outstanding indebtedness of the City, approved by the voters, contracted, or incurred prior to, or existing at the date of annexation.

Section 4. Title 23 of the City of Richland Municipal Code (RMC) and the Official Zoning Map of the City as adopted by Section 23.08.040 of said title, hereby amends Sectional Map No. 61 which is one of a series of maps constituting said Official Zoning Map, bearing the number and date of passage of this ordinance and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

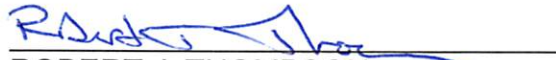
Section 5. It is hereby found, as an exercise of the City's police power, that the best zoning for the properties included in the Annexed Area shall be R1-10 Single Family Residential, as depicted on Exhibit B, attached hereto, when consideration is given to the interest of the general public.

Section 6. The City Clerk is directed to file a copy of this annexation with the Board of Commissioners of Benton County and the State of Washington in the manner required by law. The City Clerk is also directed to file with the Auditor of Benton County, Washington, a copy of this ordinance and shall attach the amended sectional map, as necessary, and an amended Annexation map, duly certified by the Clerk as a true copy.

Section 7. As authorized and required by RCW 35.13.280, the City shall negotiate a new franchise with the solid waste collection service provider currently serving the Annexed Area on terms that are acceptable to the City and that comply with the City's Solid Waste Management Plan.

Section 8. This ordinance shall be published in the official newspaper of the City of Richland and become effective on October 19, 2017.

PASSED by the City Council of the City of Richland on this 19th day of September, 2017.


ROBERT J. THOMPSON
Mayor

ATTEST:


MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:


HEATHER KINTZLEY
City Attorney

Date Published: September 24, 2017

EXHIBIT A

Legal Description for the Keene Road Annexation

Lot 9 of the Plat of Badger Mountain Estates plus the Keene Court right-of-way.

This description includes the following **County Parcel Identification Number**:

1-2698-302-0000-018

EXHIBIT B

ZONING FOR KEENE ROAD ANNEXATION





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 233-17, Expressing Appreciation to Frances Lottie White for Service on the Arts Commission

Department:

City Attorney

Ordinance/Resolution Number:

223-17

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 223-17, expressing appreciation to Frances Lottie White for her service on the Arts Commission.

Summary:

Ms. White was appointed to the Arts Commission on September 16, 2014 and served until October 6, 2017.

Fiscal Impact:

None.

Attachments:

1. Resolution No. 233-17

RESOLUTION NO. 233-17

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Frances Lottie White for the service she rendered to the City as a member of the Arts Commission.

BE IT RESOLVED by the City Council of the City of Richland that the City and its citizens express to Frances Lottie White, publicly and formally, their appreciation for the service she rendered to the City during her tenure as a member of the Arts Commission.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Items for Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Authorize a Salary Adjustment for the City Manager with Effective Date Consistent with the Unaffiliated Performance Plan

Department:

City Manager

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Motion to Authorize a Salary Adjustment for the City Manager with Effective Date Consistent with the Unaffiliated Performance Plan

Summary:

Council's Strategic Leadership Plan is the foundation document for the City Manager and staff to implement. That implementation plan became the organization and City Manager goals and are in alignment with Council's Key priorities.

On December 5, 2017 Council met with the City Manager to review her 2017 performance and achievement of goals established by Council's Strategic Leadership Plan.

Per the City Manager's contract, Council agrees to review and increase base salary and/or other benefits in such amounts and to such an extent as Council may, in its discretion, determine. Further performance goal achievements can yield up to \$10,000 per year.

Fiscal Impact:

Based on salary adjustment.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Items for Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Appointment to the Arts Commission: Jeff Peterson

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

General Business Item

Recommended Motion:

Approve the appointment of Jeff Peterson to Position No. 6 on the Arts Commission.

Summary:

Arts Commissioner Frances Lottie White resigned from Position No. 6 effective October 2017.

Arts Commission Chair Kissel and Council Liaison Lemley are recommending the appointment of Jeff Peterson to Position No. 6.

The position term is effective December 19, 2017 through March 31, 2020.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

1. Recommendation

Barham, Debby

From: Jeff Kissel <jkissel@ligo.MIT.EDU>
Sent: Tuesday, December 12, 2017 1:51 PM
To: Roseberry, Ann; Barham, Debby
Cc: Anne Spilman; Schiessl, Joe; Lemley, Phillip
Subject: Recommendation for Vacant Pos. 6 in Richland Arts Commission

Hi All,

After a successful interview of three of the four candidates for the vacant position 6 on the Richland Arts Commission last night, we (Councilperson Lemley, Dr. Roseberry, Vice Chair Spilman, and Myself) collectively recommend that Jeff Peterson be appointed to fill the position. While other candidates were strong in literary arts and sales / fundraising, and we recommend their names be passed on to other city commissions, we feel that Jeff's enthusiastic interest in the performing arts (namely instrumental music), in addition to his years of experience teaching the performing arts, make him stand out as the best fit for the commission.

Thank you for your consideration!

Cheers,
Jeff Kissel
Controls Engineer
LIGO Hanford Observatory
Mailing Address: P.O Box 159, Richland, WA 99352-0159
Shipping Address: 127124 N Route 10, Richland, WA 99354
Office Phone: +1 509 372 8108



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:

Expenditures from November 27, 2017 - December 8, 2017 for \$17,090,377.30, including Check Nos. 252338-252801, Wire Nos. 6631-6644, Payroll Check Nos. 127380-127907, and Payroll Wire/ACH Nos. 10190-10202

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from November 27, 2017 to December 8, 2017 in the amount of \$17,090,377.30.

Summary:

Breakdown of Expenditures:

Check Nos.	252338-252801	4,383,199.25
Wire Nos.	6631-6644	10,647,066.47
Payroll Check Nos.	127380-127907	7,803.57
Payroll Wires/ACH	10190-10202	2,052,308.01
TOTAL		\$17,090,377.30

Fiscal Impact:

Yes

Total Disbursements: \$17,090,377.30. Disbursements (wire transfers) include \$3,169,147.00 for purchase power and \$6,685,818.97 for principal and interest bond payments to US Bank Trust.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
NOVEMBER 27 - DECEMBER 8, 2017

Payee	Wire Description	Amount
Claim Wires - Wire No. 6631 to 6644		
AW Rehn Insurance	Fire Health Reimbursement Account	19,875.00
Bonneville Power Administration	Purchase Power	3,169,147.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	557,058.28
Conover	Section 125	4,293.71
LEOFF Trust	Fire Health Premiums	74,384.30
Payment Processing, Inc.	Landfill Merchant Service Fees	1,219.27
Richland Golf Management Corporation	Col. Pt. Operating Reimb	134,776.00
US Bank Trust	Principal/Interest Bonds	6,685,818.97
Zenith Administrators	Insurance Claims	493.94
	Total Claim Wire Transfers	\$ 10,647,066.47
Payroll Wires & Direct Deposits (ACH) - Wire No. 10190 to 10202		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,052,308.01
Total Claim & Payroll Wires/ACH		\$ 12,699,374.48

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001	GENERAL FUND				
Division:	000	UNASSIGNED			
ARRASMITH, DARIN		17-308 ARRASMITH	252472	17-308 WEDA CONFERENCE	\$421.70
BENTON COUNTY TREASURER		1117BC	252583	CRIME VICTIMS COMP BCDC-NOV 17	\$550.27
CITY OF RICHLAND		110117	252361	CASHIER SHORTAGE-LIPCSEY	\$100.00
DE GRAAF, DOUGLAS		17-442 DEGRAAF	252725	17-442 HEXAGON PSUG CONFERENCE	\$662.08
GUO, SHARON		17-341 GUO	252501	17-341 COLLABWARE CLM	\$2,144.52
HUSA, E. IVAR		17-413 HUSA	252506	17-413 HEXAGON PSUG CONFERENCE	\$618.08
LIBRARY REFUND		102517	252363	REFUND LOST ITEM FEE/RTND BOOK	\$35.00
PERMIT REFUND		2017-003208	252494	REFUND DUPLICATE PERMIT	\$39.08
		2017-003244	252485	REFUND PERMIT FEES PD IN ERROR	\$2,533.75
				REFUND PERMIT FEES PD IN ERROR	\$4.50
PIPKINS, EMILY		17-340 PIPKINS	252534	17-340 COLLABWARE CLM	\$2,144.52
RECWARE REFUND		111717	252719	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
			252755	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
			252756	REFUND DAMAGE DEPOSIT	\$200.00
				REFUND DAMAGE DEPOSIT	\$150.00
			252795	REFUND DAMAGE DEPOSIT	\$150.00
				REFUND DAMAGE DEPOSIT	\$200.00
		112017	252741	REFUND PER CUST REQUEST	\$65.00
		120417	252771	REFUND DAMAGE DEPOSIT	\$425.00
SILLER, DAURICE		17-487 SILLER	252554	17-487 OCULUS TRAINING	\$110.00
SKINNER, CHRIS		17-389 SKINNER	252781	17-389 IACP CONFERENCE	\$1,843.52
TALBOTT, JOHANNA		17-485 TALBOTT	252559	17-485 OCULUS TRAINING	\$130.00
TRI CITY HERALD		76807947	252455	TC HERALD 1 YR SUBSCRIPTION	\$176.80
WASHINGTON STATE TREASURER		1117WS	252686	FINES & FORFEITURES BC-NOV 17	\$31,217.28
UNASSIGNED TOTAL ****					\$44,621.10
Division:	001	CITY COUNCIL			
CHRISTENSEN, TERRY		17-475 CHRISTENSE	252714	17-475 ECA INTERGOVERNMENTA	\$1,159.26
THOMPSON, ROBERT		17-474 THOMPSON	252787	17-474 ECA INTERGOVERNMENTA	\$1,610.53
VERIZON WIRELESS	P058531	9795341066	252460	VERIZON Charges October Invoice	\$285.14
CITY COUNCIL TOTAL ****					\$3,054.93
Division:	100	CITY MANAGER			
REENTS, CYNTHIA		17-506 REENTS	252773	17-506 WA CITY MGMT ASSOC B	\$38.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$50.42
CITY MANAGER TOTAL ****					\$127.12



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 101 CITY CLERK					
CODE PUBLISHING INC		58305	252596	RMC ELECTRONIC UPDATES 10/23	\$1,162.29
TRI CITY HERALD	S017675	3259613	252567	PHN 091917 AS	\$44.49
	S017675	3307265		PHN 100317 COUNCIL - PW	\$64.27
	S017675	3320214		PHN 101717 COUNCIL	\$46.96
	S017675	3322985		ORD 35-17 RES	\$29.66
	S017675	3322998		ORD 43-17 CDS	\$32.13
	S017675	3323030		ORD 42-17 CDS	\$32.13
	S017675	3323033		ORD 39-17 RPD	\$32.13
	S017675	3323042		ORD 36-17 CDS	\$46.96
	S017675	3326553		PHN 101717 PW	\$66.74
	S017675	3345733		ORD 40-17 CDS	\$24.72
	S017675	3346759		MGT NOTICE 110117 COUNCIL	\$34.61
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$32.81
CITY CLERK TOTAL ****					\$1,649.90
Division: 102 CITY ATTORNEY					
KINTZLEY, HEATHER		17-505 KINTZLEY	252748	17-505 MEDIATION - SEIFERT	\$799.41
OGDEN MURPHY WALLACE, PLLC		804800	252648	MOBILITIE CONSORTIUM-OCT	\$722.50
SUMMIT LAW GROUP PLLC		88448	252669	LABOR & EMPLOYMENT	\$2,183.50
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
	P058542			Verizon Wireless Charges Octob	\$38.70
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$52.21
CITY ATTORNEY TOTAL ****					\$3,835.02
Division: 110 ASSISTANT CITY MANAGER					
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$34.24
ASSISTANT CITY MANAGER TOTAL ****					\$72.94
Division: 111 COMMUNICATIONS & MARKETING					
LOGAN, HOLLIE		111617	252523	REIMB MILEAGE AND MTG EXPEN	\$301.21
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$76.21
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$0.27
				PHONE CHARGES 11/01-11/30/17	\$12.61
				PHONE CHARGES 11/01-11/30/17	\$12.74
COMMUNICATIONS & MARKETING TOTAL ****					\$403.04
Division: 112 CABLE COMMUNICATIONS					
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$13.96
CABLE COMMUNICATIONS TOTAL ****					\$13.96
Division: 113 HANFORD COMMUNITIES					
LARSEN, PAM BROWN		17-511 LARSEN	252750	17-511 ECA INTERGOVERNMENTA	\$666.51



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
LUNDGREN, REGINA E		RCH-SB-533	252637	SPEAKERS BUREAU - NOVEMBER	\$320.00
THOMPSON, ROBERT		17-496 THOMPSON	252562	17-496 ECOLOGY MTG ATTY GEN	\$36.00
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$9.06
HANFORD COMMUNITIES TOTAL ****					\$1,031.57
Division:	120	FIRE			
CALLBACK STAFFING SOLUTIONS LLC		006840	252480	STAFFING CALLBACK SRVCS-NOV	\$182.07
CASTLEBERRY, WILLIAM CALEB		17-525 CASTLEBERR	252711	17-525 CALIFORNIA WILDFIRE	\$138.00
CENTER FOR EDUCATION & EMPLOYMENT LAW		A208821304/2017	252482	PUB EMP LAW RENEW-HUNTINGTON	\$159.00
COLUMBIA FITNESS		M219	252600	REPAIR ST 71 STAIR CLIMBER	\$103.17
DENNEY, CHRIS		17-523 DENNEY	252495	17-523 CALIFORNIA WILDFIRE	\$138.00
EAGLE PRINTING & GRAPHIC DESIGN INC		46213	252607	SWTSHIRT/TSHIRT/ENVELOPES	\$210.38
				SWTSHIRT/TSHIRT/ENVELOPES	\$336.66
EMERGENCY REPORTING		2017_6862	252609	ERS SUBSCRIPTION-DECEMBER	\$208.92
FEDERAL EXPRESS CORP		5-997-67914	252614	EQP RETURN AXES/NOZZLES	\$114.01
FRONTIER		11/17 2061880334	252618	VHF PHONE LINE 11/19-12/18/17	\$422.86
		11/17 2530045365	252389	SILVER CLOUD PHONE LINE	\$66.64
HARDGROVE, ADAM		17-522 HARDGROVE	252502	17-522 CALIFORNIA WILDFIRE	\$138.00
JORDON, JAMES		17-526 JORDON	252746	17-526 CALIFORNIA WILDFIRE	\$138.00
NW AIR & SAFETY		2158	252646	ST 71/73/74 COMPRR RPR/SRVC	\$1,759.32
RICHLAND ACE HARDWARE		59234	252658	FASTENERS	\$11.25
		59247		BROOM	\$7.59
		59248		TOOL TOTE/PUSH BROOM/HAMMER	\$475.77
RICHLAND NAPA		400756	252659	D EARTH ABSORBANT	\$91.55
SEA WESTERN INC	P058477	202147	252549	#MSA 10018540, DIAPHRAGM ASSEM	\$374.67
	P058477			#MSA 634669, O RING, FLUOROSIL	\$304.62
	P058477			#MSA 10031192, SEAL RING, HOUS	\$304.62
	P058477			#MSA 10047331, SLIDE BUTTON, C	\$293.22
	P058477			#MSA 10018965, SPRING	\$16.62
	P058477			#MSA 10018971, BYPASS INSERT	\$87.97
	P058477			#MSA 697453, O RING, SILICONE	\$66.46
	P058477			SHIPPING	\$11.02
	P058477			#MSA 633553, O RING, POLYACTON	\$52.67
	P058477			#MSA 10020784, SCREEN, 2ND STA	\$16.62
	P058477			#MSA 10020931, SPRING, FH	\$110.77
	P058477	202455		#MSA 10018540, DIAPHRAGM ASSEM	\$749.34
	P058477			SHIPPING	\$11.02
SEW FABULOUS		1342	252662	HEM 3 PAIRS OF PANTS	\$48.87
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$769.29
	P058542			Verizon Wireless Charges Octob	\$516.71
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$185.28
FIRE TOTAL ****					\$8,620.96



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 130 POLICE					
BENTON COUNTY SHERIFF'S OFFICE		10/17-CUSTODY	252351	CUSTODY COSTS-OCTOBER 2017	\$23,577.29
BUSH CAR WASH		4632	252479	RPD VEH WASHES-OCTOBER (82)	\$512.50
CITY OF PASCO		2017-00000031	252486	ANIMAL SHLTR FESIBILITY STUDY	\$4,036.66
		2017-00000033		COP-ANIMAL CONTROL SERV-NOV	\$20,806.38
CORAL SALES COMPANY	P058421	INV-61349	252368	ARMADILLO RADAR TRAFFIC COLLEC	\$3,393.75
	P058421			FREIGHT- ESTIMATED	\$31.64
FRONTIER	S017670	11/17 2530035792	252389	FRONTIER COMMUNICATIONS MONTHL	\$636.63
IRON MOUNTAIN INC		PHX9771	252508	SHREDDING SRVCS-OCTOBER	\$115.42
LAW ENFORCEMENT TARGETS INC		0357688-IN	252519	RED RANGE FLAGS	\$49.90
MATHENY, RODNEY C		17-502 MATHENY	252754	17-502 BLEA MOCK SCENES	\$48.00
MOUNTS LOCK & KEY INC		223743	252415	OPEN 4 SAFES (17-22353)	\$1,600.00
NORTHWEST EMERGENCY PHYSICIANS INC		192429775	252419	MED CLRNC 17-17361 LYTTON	\$303.00
THE ABY MFG GROUP INC DBA	P058273	0130264-IN	252444	PACKAGING AND HANDLING	\$5.90
	P058273			PACKAGE INSURANCE	\$12.00
	P058273			FREIGHT	\$16.00
	P058273			154R-14648-1 RICHLAND PD 154-R	\$190.00
	P058273			154R-14648-1 RICHLAND PD 154-R	\$190.00
	P058273			154R-14648-1 RICHLAND PD 154-R	\$190.00
	P058274	0130286-IN		AR1-AWARD BAR LIFESAVING AR1C A	\$34.00
	P058274			PACKAGING FEE	\$7.30
	P058274			FREIGHT	\$17.50
	P058274			AR1-AWARD BAR PURPLE HEART AR1	\$34.00
	P058274			VB-1 C AWARD BARS VALOR	\$51.00
	P058274			1500-14648 RICHLAND PD 1500C	\$170.00
	P058274			AR1-AWARD BAR MERITORIOUS SERVI	\$170.00
	P058274			1000-14648 RICHLAND PD 1000C V	\$285.00
	P058274			INSURANCE	\$16.00
TREASURE VALLEY COFFEE CO		100303	252566	RPD COFFEE DELIVERY	\$198.80
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$4,481.19
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$311.03
				PHONE CHARGES 11/01-11/30/17	\$6.93
POLICE TOTAL ****					\$61,497.82
Division: 210 ADMINISTRATIVE SERVICES					
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$20.32
ADMINISTRATIVE SERVICES TOTAL ****					\$59.02
Division: 211 FINANCE					
ALLIED ENVELOPE	P058523	182249	252340	WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P058523			INSIDE DELIVERY & STACKING OF	\$68.70



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ALLIED ENVELOPE	P058523	182249	252340	ADJUST FOR TAX	(\$0.01)
	P058523	182250		PRICE ADJUSTMENT	\$0.01
	P058523			UTILITY BILLING STATEMENT, 20#	\$406.98
	P058523			INSIDE DELIVERY & STACKING OF	\$68.68
	P058523	182251		INSIDE DELIVERY & STACKING OF	\$68.68
	P058523			PRICE ADJUSTMENT	\$0.01
	P058523			RETURN ENVELOPE WITH SECURITY	\$759.66
	P058523	183079		INSIDE DELIVERY & STACKING OF	\$68.70
	P058523			ADJUST FOR TAX	(\$0.01)
	P058523			WINDOW ENVELOPE, REVERSE FLAP,	\$620.92
	P058523	183080		ADJUST FOR TAX	\$0.01
	P058523			INSIDE DELIVERY & STACKING OF	\$68.68
	P058523			RETURN ENVELOPE WITH SECURITY	\$759.66
	P058523	183081		UTILITY BILLING STATEMENT, 20#	\$406.98
	P058523			INSIDE DELIVERY & STACKING OF	\$68.68
	P058523			ADJUST FOR TAX	\$0.01
DELL COMPUTER CORPORATION	P058492	10201388186	252376	Dell USB Soundbar AC511	\$108.69
JETPAY PAYMENT SERVICES, FL, LLC		2018628	252404	MERCHANT SRVC CHRGS OCT 17	\$36,911.33
POSTMASTER		PERMIT 153-12/01-	252770	POSTAGE 10/31 - 12/01/2017	\$6,595.82
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
	P058542			Verizon Wireless Charges Octob	\$48.64
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$0.22
				PHONE CHARGES 11/01-11/30/17	\$134.84
				PHONE CHARGES 11/01-11/30/17	\$77.17
FINANCE TOTAL ****					\$47,902.67
Division:	212	PURCHASING			
GRAINGER	S017664	9609611083	252396	ELECTRIC HEATER ITEM #4NHG9	\$153.00
ROBINSON, CATHY		17-480 ROBINSON	252547	17-480 NEGOTIATING CLASS	\$79.18
TRI CITY HERALD	S017675	3351828	252567	NOTICE TO INTERESTED PARTIES	\$69.21
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$33.06
	P058542			Verizon Wireless Charges Octob	\$19.36
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$44.17
				PHONE CHARGES 11/01-11/30/17	\$60.37
PURCHASING TOTAL ****					\$458.35
Division:	213	INFORMATION TECHNOLOGY			
CERIUM NETWORKS INC	P058505	I065811	252712	CERIUM NW Professional Service	\$619.02
CHRYSALIS BTS LLLP	S017208	1573	252594	CO-001 - TRAVEL - 1ST DAY	\$2,032.00
CITY OF RICHLAND		17-340 PIPKINS	252487	17-340 COLLABWARE	\$2,144.52
		17-341 GUO		17-341 COLLABWARE	\$2,144.52
COLUMBIA BASIN INFORMATION TECHNOLOGY	P057381	INV-000476	252599	INTERNET SERVICE MONTHLY FEE	\$800.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
COLUMBIA INDUSTRIES SUPPORT LLC	P058570	0057630	252723	Hard Drive Destruction, INVOIC	\$345.00
DELL COMPUTER CORPORATION	P058426	10199197240	252376	POWEREDGE R640 SERVER NASPO	\$32,675.98
	P058426			ADJ TAX CORRECTION	\$0.01
	P058408	10203319768	252493	Dell Latitude 7480	\$1,773.29
	P058459	10206417112	252604	ADJUST FOR TAX	\$0.01
	P058459			LAPTOP, DELL LATITUDE 7480 WIT	\$2,703.68
EN POINTE TECHNOLOGIES SALES LLC	S017626	93225594	252610	MICROSOFT LICENSING, YEAR 1 TR	\$4,450.21
	S017626	93226219		MICROSOFT LICENSING, YEAR 1 TR	\$63,630.52
GUO, SHARON		17-341 GUO	252501	17-341 COLLABWARE	\$51.04
PIPKINS, EMILY		17-340 PIPKINS	252534	17-340 COLLABWARE	\$53.04
SMARSH, INC.	S017380	INV00305298	252782	ANNUAL RENEWAL MESSAGE ARCHIVI	\$1,130.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$272.74
	P058542			Verizon Wireless Charges Octob	\$15.02
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$99.87
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$253.94
				PHONE CHARGES 11/01-11/30/17	\$44.16
INFORMATION TECHNOLOGY TOTAL ****					\$115,238.57
Division:	220	HUMAN RESOURCES			
EMPLOYMENT SCREENING SERVICES, INC		38680941194	252384	BACKGROUND/REFERENCE CHECKS	(\$22.00)
		38722741194		BACKGROUND/REFERENCE CHECKS	\$166.50
		38763041194		BACKGROUND/REFERENCE CHECKS	\$112.00
		38764541337		BACKGROUND/REFERENCE CHECKS	\$90.00
HYAS GROUP LLC		2370	252401	4Q 2017 COMP CONSULT FEE	\$9,250.00
		2372		4Q 2017 CONSULTING FEE-FIRE	\$1,500.00
		2373		4Q 2017 RHS CONSULT FEE	\$1,500.00
NASH, KATIE		113117	252764	REIMB MILEAGE	\$44.41
TALENT WISE INC		99487447	252442	BACKGROUND CHECKS- OCTOBER	\$10.86
THE WESLEY GROUP	P057966	19790	252672	LABOR NEGOTATION SVCS-WESLEY G	\$4,000.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$94.65
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$72.93
HUMAN RESOURCES TOTAL ****					\$16,858.05
Division:	300	COMMUNITY &DEVELOPMENT SERVICE			
ABADAN INC		CNIN143069	252696	LG FORMAT SCANNER	\$141.13
CITY OF RICHLAND		17-368 FOLLETT	252487	17-368 OPEN GOV TRAINING	\$193.43
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$137.07
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$113.74
				PHONE CHARGES 11/01-11/30/17	\$27.88
				PHONE CHARGES 11/01-11/30/17	\$6.30
				PHONE CHARGES 11/01-11/30/17	\$20.26



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XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$20.63
				PHONE CHARGES 11/01-11/30/17	\$20.57
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$681.01
Division:	301	DEVELOPMENT SERVICES			
JENNINGS, TYLER		110217	252510	REIMB CERTIFICATION EXAM	\$130.00
MCLEAN LAW OFFICE		GM-12042017	252757	C178-14 HEARING EXAMINER SRVCS	\$2,980.00
MID COLUMBIA ENGINEERING INC	P058331	ST009606	252412	ANISA GARCIA, CLERICAL ASSISTA	\$400.55
	P058331	ST009616	252525	ANISA GARCIA, CLERICAL ASSISTA	\$745.20
	P058331	ST009627		ANISA GARCIA, CLERICAL ASSISTA	\$419.18
TRI CITY HERALD	S017675	3334666	252567	PHN 102517 PC	\$101.34
	S017675	3341159		PHN & DNS - CD	\$79.10
	S017675	3353163		PHN 110617 CD	\$39.55
	S017675	3361053		PHN 111317 HE	\$44.49
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$463.76
DEVELOPMENT SERVICES TOTAL ****					\$5,403.17
Division:	302	REDEVELOPMENT			
SHANNON & WILSON INC		8358	252552	GROUNDWATER MONITORING-SHOPS	\$1,522.56
REDEVELOPMENT TOTAL ****					\$1,522.56
Division:	303	LIBRARY			
CAMPBELL-HIME, LESLIE		17-484 CAMPBELL-H	252710	17-484 WA ST LIBRARY WORKSH	\$83.69
CITY OF RICHLAND		17-485 TALBOTT	252487	17-485 OCULUS TRAINING	\$130.00
		17-487 SILLER		17-487 OCULUS TRAINING	\$110.00
CLAYTON, PAUL		4172	252488	PIANO TUNING	\$145.00
FRONTIER	S017671	10/17 5099433152	252389	FRONTIER COMMUNICATIONS MONTHL	\$378.87
LIGHTFOOT, GAVIN		17-483 LIGHTFOOT	252522	17-483 WA STATE LIBRARY WOR	\$51.00
LULL, CASSANDRA		17-501 LULL	252524	17-501 WA STATE LIBRARY WOR	\$51.00
NEWSBANK INC		856434	252418	TC HERALD FILM SUBSCRIPTION	\$5,440.00
PARAMOUNT COMMUNICATIONS INC		32307	252768	LIBRARY TERMINATIONS	\$228.06
SCHINDLER ELEVATOR CORPORATION		7152596140	252434	SERVICE CALL	\$601.97
SECRETARY OF STATE		00008045	252436	K20 NETWORK ISP/JUL 117-JUN 18	\$8,692.00
SILLER, DAURICE		17-487 SILLER	252554	17-487 OCULUS TRAINING	\$156.97
TALBOTT, JOHANNA		17-485 TALBOTT	252559	17-485 OCULUS TRAINING	\$65.89
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$73.88
XEROX CORPORATION		091236729	252693	LX5-692939 BASE/PRINTS- OCTOBE	\$195.94
		091236730		LX5-692946 BASE/PRINT- OCTOBER	\$379.57
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$153.40
LIBRARY TOTAL ****					\$16,937.24
Division:	330	PARKS & RECREATION ADMIN			
GPI	P058500	GPI170390	252395	PROVIDE GEOTECHNICAL SERVICES	\$677.00
SCHIESSL, JOE		17-418 SCHIESSL	252780	17-418 EASEMENTS IN WA CONF	\$93.00



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VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$886.75
PARKS & RECREATION ADMIN TOTAL ****					\$1,656.75
Division:	331	PARKS & REC - RECREATION			
EWING IRRIGATION PRODUCTS INC		4378906	252497	HCS WW LIGHTS/CLIPS	\$269.60
		4385892		HCS WW LIGHTS	\$1,885.08
		4451989	252730	HCS WW LIGHTS	\$559.74
		4458522		HCS WW LIGHTS	\$199.30
		4467994		HCP WW LIGHTS	\$604.03
		4474921		HCP WW LIGHTS	\$234.47
HEALTHY FEET LLC		NOVEMBER 2017	252738	FOOT CARE CLASSES-NOVEMBER	\$745.20
INGSTAD RADIO WASHINGTON LLC		10937	252403	HCS TOM PETTY TRIBUTE	\$1,730.00
		11003		HCS TOM PETTY TRIBUTE	\$300.00
		11847		HCS TOM PETTY TRIBUTE	\$420.00
		3486		HCS TOM PETTY TRIBUTE	\$136.00
		6172`		HCS TOM PETTY TRIBUTE	\$164.00
MASON, PATTI L		NOVEMBER 2017	252753	FITNESS CLASSES-NOVEMBER	\$431.95
MILLER, JO ANN			252760	DANCE INSTRUCTOR-NOVEMBER	\$513.20
RICHLAND ACE HARDWARE		059093	252774	HCS TAPE	\$4.98
		214575		HCS SPRAY PAINT	\$4.33
		59096		HCS DRILL BITS	\$7.78
		59179		HCS BATTERIES/GLOVES	\$15.18
		59284		VALVE BOX JDP	\$73.82
		59362		HCS SPRAY PAINT	\$60.74
		59376		HCS FASTENERS	\$2.43
		59558		HCS ELBOW	\$6.51
RIVERSIDEDAVE LLC		756	252660	DJ FOR FALL CARNIVAL	\$1,500.00
STONEMAN ELECTRIC SUPPLY		S102226544.001	252785	HCS CIRCUIT BREAKER	\$351.74
		S102226700.001		HCS CIRCUIT BREAKER	(\$351.74)
TALENT WISE INC		99487447	252442	BACKGROUND CHECKS- OCTOBER	\$332.00
TOWNSQUARE MEDIA	S017654	1001	252791	SANTA HOUSE FOR HOLIDAY LIGHT	\$5,800.00
US LINEN & UNIFORM DBA		169697	252793	RECREATION STAFF SHIRTS	\$278.94
XEROX CORPORATION		091172947	252576	MX4-322135 BASE/PRINTS- OCT	\$231.35
				MX4-322135 BASE/PRINTS- OCT	\$58.33
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$6.30
				PHONE CHARGES 11/01-11/30/17	\$97.75
				PHONE CHARGES 11/01-11/30/17	\$37.82
PARKS & REC - RECREATION TOTAL ****					\$16,710.83
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		11662845	252697	JANITORIAL SRVCS-NOVEMBER	\$978.44
				JANITORIAL SRVCS-NOVEMBER	\$903.54



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ABM JANITORIAL NORTHWEST		11662845	252697	JANITORIAL SRVCS-NOVEMBER	\$527.01
				JANITORIAL SRVCS-NOVEMBER	\$2,667.25
				JANITORIAL SRVCS-NOVEMBER	\$2,342.86
				JANITORIAL SRVCS-NOVEMBER	\$3,128.45
		11665805		OCTOBER POOL CLEAN	\$1,453.40
BENTON COUNTY SHERIFF'S OFFICE		10/17-WORKCREW II	252704	WORKCREW II-OCT 2017	\$2,215.29
BUILDERS HARDWARE & SUPPLY CO INC	P058572	S3596500.001	252707	Emergency BHS Access Control-G	\$358.31
CITY OF RICHLAND		17-462 TILLEY	252487	17-462 WEED CONFERENCE	\$111.00
		17-463 PARDINI		17-463 WEED CONFERENCE	\$111.00
		17-464 BOLSON		17-464 WEED CONFERENCE	\$111.00
DEPARTMENT OF LABOR & INDUSTRIES		198021	252377	PENALTY NOTICE	\$114.10
		202296		PENALTY NOTICE	\$500.00
		204152		PENALTY NOTICE	\$285.40
		205159		PENALTY NOTICE	\$500.00
		209627		PENALTY NOTICE	\$457.00
		215485		RENEWAL FOR OPERATING CERT	\$258.00
RICHLAND ACE HARDWARE		214269	252774	SHEARS AND PRUNERS	\$60.77
		214364		MOLE POISON	\$14.31
		214543		BRACKET WALL MOUNTING	\$9.33
		58965		BUSHINGS	\$3.45
		59071		VALVE BOX JDP	\$10.85
		59215		SIGNAGE	\$24.52
		59290		FIRESTATION DOOR HANDLE	\$34.74
		59337		FS 1 PLUMBING	\$20.15
		59359		FASTENERS	\$2.77
		59437		HVAC SUPPLIES	\$62.96
WA STATE DEPT OF AGRICULTURE		56843/2018	252462	2018 PESTICIDE LIC/PARDINI	\$33.00
		84972/2018		2018 PESTICIDE LIC/BOLSON	\$33.00
		88963/2018	252797	2018 PESTICIDE LIC/DANIELS	\$33.00
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$99.13
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$17,464.03
Division:	338	PARKS & REC - PROJECT ADMIN			
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$32.20
PARKS & REC - PROJECT ADMIN TOTAL ****					\$32.20
Division:	900	NON-DEPARTMENTAL			
ARBAUGH & ASSOCIATES INC		1629	252345	ARBAUGH CONTRACT FEES-OCT 17	\$1,729.49
WASHINGTON CITIES INSURANCE AUTHORITY		GC043322	252685	WCIA CLAIMS PAID-NOV 2017	\$33,251.34
NON-DEPARTMENTAL TOTAL ****					\$34,980.83
GENERAL FUND Total ***					\$400,833.64



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FUND 101	CITY STREETS				
Division:	401	STREETS MAINTENANCE			
BENTON PUD		11/17- 39091002	252352	WYE LIGHTS-BADGER REPEATER	\$61.67
CORAL SALES COMPANY	P058421	INV-61349	252368	FREIGHT- ESTIMATED	\$31.62
	P058421			ARMADILLO RADAR TRAFFIC COLLEC	\$3,393.75
G & R AG PRODUCTS INC		2175686-0001-02	252619	SEAT WASHER/RUBBER/END CAP	\$63.62
		2175711-0001-02		HOSE/PARTS	\$133.55
GRAINGER	S017664	9611821613	252396	JOBSITE CHST ITEM #24Y928	\$377.11
GRANITE CONSTRUCTION COMPANY	P058565	1280401	252735	ADJUST TAX	(\$0.01)
	P058565			1/2" HMA ASPHALT	\$107.30
INLAND ASPHALT CO	P058566	2540879	252740	1/2" HMA ASPHALT	\$180.00
PORT OF BENTON		303571/170831415	252655	RAIL INSPECTION-REIMB POB	\$3,844.59
RICHLAND ACE HARDWARE		59148	252539	ANTIFREEZE	\$25.98
TEKTONIKS CORPORATION	P057272	31159-1 FINAL	252443	C/O 3- ADD'L EQUIPMENT & LABOR	\$580.55
	P057272			SOUNDWALL PANEL REPLACEMENT -	\$3,209.72
UNITED PARCEL SERVICE	S017676	000986641477	252458	WEGHT CORRECTION FOR PKG TO	\$1.67
	S017676			GROUND PKG TO WIRELESS TECH FO	\$49.17
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$281.02
WESTERN CONCRETE ACCESSORIES		26783	252688	WEDGE ANCHORS	\$17.99
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$7.32
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$25.21
STREETS MAINTENANCE TOTAL ****					\$12,391.83
CITY STREETS Total ***					\$12,391.83
FUND 112	INDUSTRIAL DEVELOPMENT FUND				
Division:	305	ECONOMIC DEVELOPMENT			
ARBAUGH & ASSOCIATES INC		1629	252345	ARBAUGH CONTRACT FEES-OCT 17	\$176.49
ARRASMITH, DARIN		17-308 ARRASMITH	252472	17-308 WEDA SUMMER CONFEREN	\$1.07
CITY OF RICHLAND			252487	17-308 WEDA SUMMER CONFEREN	\$421.70
ECONOMIC DEVELOPMENT TOTAL ****					\$599.26
Division:	306	ECONOMIC DEVELOPMENT PROJECTS			
CITY OF RICHLAND		11/2017-8	252716	#8 DUPORTAIL EXT-COMPOST	\$564.45
PERMIT SURVEYING INC		17048-4.INV	252653	LOGSTON RD-DRAFT SHORT PLAT	\$180.00
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$744.45
INDUSTRIAL DEVELOPMENT FUND Total ***					\$1,343.71
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division:	131	CJST POLICE ACTIVITY			
101 CLEANERS		10/17-9427360	252469	UNIFORM LAUNDRY SRVCS-OCT	\$203.64



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CITY OF RICHLAND		17-389 SKINNER	252717	17-389 IACP CONFERENCE	\$1,843.52
HARRINGTON, BEN		17-492 HARRINGTON	252737	17-492 NEW HIRE PHYSICAL TE	\$56.00
MATHENY, RODNEY C		17-491 MATHENY	252754	17-491 NEW HIRE PHYSICAL TE	\$56.00
RIVER CITY TOWING INC		15890	252546	TOW CHARGE	\$48.87
		15894		TOW CHARGE	\$48.87
		15916		TOW CHARGE	\$48.87
		15920		TOW CHARGE	\$48.87
		15922		TOW CHARGE	\$48.87
		15932		TOW CHARGE	\$48.87
SKINNER, CHRIS		17-389 SKINNER	252781	17-389 IACP CONFERENCE	\$15.90
CJST POLICE ACTIVITY TOTAL ****					\$2,468.28
CRIMINAL JUSTICE SALES TAX Total ***					\$2,468.28
FUND 150	HOTEL/MOTEL FUND				
Division:	307	HOTEL/MOTEL TAX			
THREE RIVERS ROAD RUNNERS		C02-17	252673	2017 RUN FEST SPONSORSHIP	\$1,250.00
TRI CITIES VISITOR & CONVENTION BUREAU		155470	252454	TCVCB MONTHLY DUES-OCT 17	\$17,604.03
TRI-CITIES SUNRISE ROTARY		S3S17-005	252679	2017 H/M SEE3SLAM	\$5,000.00
HOTEL/MOTEL TAX TOTAL ****					\$23,854.03
HOTEL/MOTEL FUND Total ***					\$23,854.03
FUND 151	SPECIAL LODGING ASSESSMENT				
Division:	339	TOURISM PROMOTION AREA			
TRI CITIES VISITOR & CONVENTION BUREAU		OCT 2017	252454	CUSTODY COSTS-OCTOBER 2017	\$56,199.05
TOURISM PROMOTION AREA TOTAL ****					\$56,199.05
SPECIAL LODGING ASSESSMENT Total ***					\$56,199.05
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division:	308	CDBG PROGRAM			
TRI CITY HERALD	S017677	3361334(2)	252567	NOTICE OF PUBLIC HEARING FOR 2	\$179.00
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$6.59
				PHONE CHARGES 11/01-11/30/17	\$6.30
CDBG PROGRAM TOTAL ****					\$191.89
COMMUNITY DEV BLOCK GRANT Total ***					\$191.89
FUND 154	HOME FUND				
Division:	309	HOME PROGRAM			
ROSENBLUM GOLDENHERSH, P.C.		101017 HOME	252432	LEGAL SVCS/NUEVA VISTA PROJ	\$5,000.00
TRI CITY HERALD	S017675	3268074	252567	APPLICATIONS FOR HOTEL MOTEL	\$206.98
	S017677	3361334		NOTICE OF PUBLIC HEARING FOR 2	\$179.00



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XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$6.59
HOME PROGRAM TOTAL ****					\$5,392.57
HOME FUND Total ***					\$5,392.57
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	000				
BIG D'S CONSTRUCTION OF TRI CITIES LLC	S058254	C205-17/PMT 1FINA	252477	C205-17/PMT 1FINAL RETAINAGE	(\$13,404.03)
BOSWELL ASPHALT PAVING SOLUTIONS, INC	P057837	C126-17/PMT 2FINA	252585	C126-17/PMT 2-FINAL RETAINAGE	(\$13,091.30)
PREMIER EXCAVATION INC	P057515	C27-17/PYMT 8	252537	C27-17/PYMT 8 RETAINAGE	(\$35,462.20)
	P057515			C27-17/PYMT 8 RETAINAGE	(\$1,592.96)
UNASSIGNED TOTAL ****					(\$63,550.49)
Division:	402	ARTERIAL STREETS			
ALPINE PRODUCTS INC		TM-172643	252578	BICYCLIST HOT TAPE	\$2,305.15
ARROW CONSTRUCTION SUPPLY INC		206983	252579	ADA DOMES	\$1,018.67
BEAVER BARK & ROCK		845678	252474	CONCRETE	\$167.22
		845783		CONCRETE	\$179.17
BIG D'S CONSTRUCTION OF TRI CITIES LLC	S058254	C205-17/PMT 1FINA	252477	CO #1A - ADDITIONAL ASPHALT FO	\$4,128.60
	S058254			WRIGHT AVENUE RECONSTRUCTION -	\$263,952.00
BOSWELL ASPHALT PAVING SOLUTIONS, INC	P057837	C126-17/PMT 2FINA	252585	2017 MICROSURFACING - 126-17:	\$261,825.98
CITY OF RICHLAND		11/2017-8	252716	#8 DUPORTAIL EXT-COMPOST	\$11,872.35
DAILY JOURNAL OF COMMERCE	S017661	3330589	252375	CALL FOR BIDS DUPORTAIL BRIDGE	\$364.00
GRANITE CONSTRUCTION COMPANY	P058553	1276309	252623	1/2" HMA ASPHALT, INV #1276309	\$23,694.89
	P058553			ADJUST FOR TAX	(\$0.01)
	P058565	1280401	252735	1/2" HMA ASPHALT	\$75.11
HD FOWLER COMPANY INC		I4675927	252398	OVERLAY VALVE BOXES	\$1,948.80
HERC RENTALS INC		29673811-001	252399	LIQUID PROPANE	\$43.33
		29674718-001		LIQUID PROPANE	\$27.30
IMT INC		9150	252627	LOGAN & HAGEN TESTING M17137	\$5,813.00
INLAND ASPHALT CO	P058552	2527797	252740	CSS-1 TACK OIL, INV #2527797	\$1,121.12
	P058552	2530165		1/2" HMA ASPHALT, INV #2530165	\$1,659.92
	P058552	2532584		1/2" HMA ASPHALT, INV #2532584	\$110.77
PREMIER EXCAVATION INC	P057515	C27-17/PYMT 8	252537	PORT OF BENTON ROADS & UTILITI	\$31,859.24
	P057515			LRF - LOGAN STREET/HAGEN ROAD	\$713,816.57
REESE CONCRETE PRODUCTS MFG		005650	252427	OVERLAY MONUMENT CASTINGS	\$716.76
RH2 ENGINEERING INC	P057592	69183	252429	AMENDMENT 1 - WETLAND DESIGN W	\$1,959.98
SHANNON & WILSON INC		8360	252552	RAIL LOOP MITIGATION	\$1,764.54
TRI CITY HERALD	S017675	3344464	252567	DUPORTAIL BRIDGE PHASE 1	\$301.43
TRI CITY TITLE & ESCROW		17-21407-PS	252678	DUPORTAIL BRIDGE-ACCESS CONTRL	\$1,097.20
WA STATE DEPT OF NATURAL RESOURCES		23-096627	252684	DUPORTAIL BRIDGE-APP FEE	\$25.00
WA STATE DEPT OF TRANSPORTATION	P057759	RE313ATB71114029	252463	I-182/QUEENSGATE ROUNDABOUT -	\$18,066.23



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN STATES EQUIPMENT COMPANY		IN000494907	252464	ROLLER RENTAL	\$2,193.72
ARTERIAL STREETS TOTAL ****					\$1,352,108.04
STREETS CAPITAL CONSTRUCTION Total ***					\$1,288,557.55
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
BEAVER BARK & ROCK		841404	252703	SOIL-UGT TRAIL	\$86.79
		843081		GRAVEL - BENCH REPLACEMENT	\$78.15
		843083		CONCRETE TRAILER RENTAL	\$642.46
		843865		GRAVEL-BENCH INSTALL	\$39.07
		844043		SOIL-UGT HOWARD AMON	\$43.40
		844046		SOIL-UGT HOWARD AMON	\$43.40
EF NURSERY INC	S017622	011212	252381	GREENSPIRE LINDEN, TILIA CORDA	\$268.00
	S017622			SENTRY CRIMSON MAPLE, ACER	\$804.00
	S017622			GREEN PILLAR OAK, QUERCUS PALU	\$148.00
	S017622			SCARLET OAKS, QUERCUS COCCINA	\$1,184.00
FRONTIER FENCE INC	P058338	39445	252390	INSTALL FENCING FOR PAWS ABILI	\$16,319.60
OREGON TURF & TREE FARMS	S017625	49239	252529	LAGACY MAPLE, ACER SACCHARUM 2	\$2,250.00
RICHLAND ACE HARDWARE		214418	252774	PIPE ELBOW - TREE REMOVAL	\$4.53
		214419		PIPE ELBOW - TREE REMOVAL	\$4.53
		59034		AXE CROWN - TREE REMOVAL	\$34.74
PARKS & REC PROJECTS TOTAL ****					\$21,950.67
PARK PROJECT CONSTRUCTION Total ***					\$21,950.67
FUND 385	GENERAL GOVT CONSTRUCTION				
Division:	900	NON-DEPARTMENTAL			
ASBESTOS AND MOLD SOLUTIONS INC		1415	252702	NEW CITY HALL LOT	\$7,145.63
HILL INTERNATIONAL INC	P056666	C81-16/0000017	252400	DESIGN-BUILD OVERSIGHT SERVICE	\$1,491.28
NON-DEPARTMENTAL TOTAL ****					\$8,636.91
GENERAL GOVT CONSTRUCTION Total ***					\$8,636.91
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ANIXTER INC	P057928	3587415-02	252344	GUY POLE PLATE CHANCE 0501	\$209.16
	P057928			GUY END FITTING CHANCE 0502	\$309.18
	P057893	3590079-03		CONN,FARGO,DIS FARGO GA-9400GL	\$617.81
GENERAL PACIFIC INC	P058449	1294300	252393	CABLE, SEC, UG TRIPLEX, 4/0 AL	\$14,491.58
	P058449			CABLE, SEC, UG TRIPLEX 350 AL	\$24,669.58
NEWARK IN ONE	P058511	29635368	252417	LOOM 1/2 IN. BLACK SPLIT LOOM	\$58.58
	P058511			LOOM 1/4 IN. SPLIT LOOM BLACK	\$49.12



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NEWARK IN ONE	P058511	29635368	252417	FREIGHT	\$16.97
TOTAL ****					\$40,421.98
Division:	501	BUSINESS SERVICES			
ARBAUGH & ASSOCIATES INC		1629	252345	ARBAUGH CONTRACT FEES-OCT 17	\$988.28
FEDERAL EXPRESS CORP		6-005-53201	252731	SHIPPING-NOV 2017	\$6.49
HARTY, BRIANNA		111517	252503	REIMB MEETING EXPENSE	\$17.32
NW LINE JATC	P058555	156195	252647	GE TRANSFORMER MANUAL	\$26.88
	P058555			2ND YR BLENDED LEARNING ACCESS	\$490.00
	P058555			NW LINE JATC SECOND YEAR 2017-	\$2,752.00
THE BANK OF NEW YORK MELLON		111-1749463	252445	RICELEBAB09 ADMIN & CALC FEE	\$350.00
TRI CITY HERALD	S017675	3321771	252567	PREQUALIFICATION OF ELECTRICAL	\$178.97
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$156.11
WHITNEY, CLINT		17-504 WHITNEY	252575	17-504 SG LEGISLATION & BIL	\$500.09
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$118.68
	P057357	091172955		XEROX LEASES FOR 2017: WORK CE	\$288.76
	P057357	091172956		XEROX LEASES FOR 2017: WORK CE	\$358.21
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$121.73
				PHONE CHARGES 11/01-11/30/17	\$54.68
				PHONE CHARGES 11/01-11/30/17	\$127.32
				PHONE CHARGES 11/01-11/30/17	\$55.67
				PHONE CHARGES 11/01-11/30/17	\$104.58
BUSINESS SERVICES TOTAL ****					\$6,695.77
Division:	502	ELECTRICAL ENGINEERING			
COMMONWEALTH ASSOCIATES INC	P058238	0051749	252366	TASK 4: FACILITY INSPECTIONS A	\$106.00
	P058238	0051750		TASK 5: JOINT USE POLE ATTACHM	\$106.00
	P058238	0051751		TASK 7: BENCHMARKING UNIT COST	\$175.00
	P058238	0051752		TASK 9: ELECTRIC INFRASTRUCTUR	\$3,725.00
	P058238	0051753		TASK 10: CIP PROJECT DESIGN	\$212.00
GEODIGITAL INTERNATIONAL CORPORATION	S057295	GDC24154	252621	UPDATE FEM WORKBENCHES FOR	\$3,115.00
RESOURCE ASSOCIATES INTL	P058101	2017-11-2	252428	DEMAND RESPONSE SUPPORT UPDATI	\$6,106.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$243.05
ELECTRICAL ENGINEERING TOTAL ****					\$13,788.05
Division:	503	POWER OPERATIONS			
A CORE INC	P057378	356122	252339	CONCRETE & PAVEMENT CUTTING PE	\$711.55
	P057378	356258	252694	CONCRETE & PAVEMENT CUTTING PE	\$242.29
BEAVER BARK & ROCK		841433	252349	1934 DAVISON-TREE COUPONS	\$120.00
BENTON PUD		11/17- 39091002	252352	WYE LIGHTS-BADGER REPEATER	\$15.96
BOYD'S TREE SERVICE LLC	P057573	5766	252356	TREE TRIMMING & VEGETATION CON	\$6,342.01
	P057573	5780		TREE TRIMMING & VEGETATION CON	\$7,482.62
	P057573	5788		TREE TRIMMING & VEGETATION CON	\$7,639.52



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BOYD'S TREE SERVICE LLC	P057573	5809	252705	TREE TRIMMING & VEGETATION CON	\$5,729.64
D HITTLE & ASSOCIATES INC	P056798	11713	252374	REATA SUB TO DALLAS RD SUB TRA	\$8,557.00
FASTENAL COMPANY		WARIC70219	252498	HEADLAMP-MONTELONGO	\$20.01
		WARIC70347		SAFETY GLASSES - SOMES	\$42.86
		WARIC70402		TRUCK BED COATING	\$36.37
		WARIC70418		SAFETY GLASSES- FAIRCLOTH	\$38.08
		WARIC70561		SOCKET ADAPTOR	\$14.65
		WARIC70605		SOCKET ADAPTOR	\$29.30
G & W ELECTRIC COMPANY	P057934	395078	252392	ATC retrofit package for G&W	\$151,104.95
	P057934			ADJUST FOR TAX	(\$0.01)
GRAINGER	S017664	9615554814	252396	CUTTER HEAD ITEM #2G972	\$244.24
	S017664	9615993376		BATTERY 14.4V ITEM #45PD89	\$476.21
GRANITE CONSTRUCTION COMPANY	P058565	1280401	252735	1/2" HMA ASPHALT, INV #1280401	\$107.30
INLAND ASPHALT CO	P058552	2532584	252740	1/2" HMA ASPHALT, INV #2532584	\$110.77
	P058566	2540873		1/2" HMA ASPHALT	\$282.47
	P058566			1/2" HMA ASPHALT	\$289.67
	P058566	2540879		1/2" HMA ASPHALT	\$410.41
KELLEY'S TELE-COMMUNICATIONS INC		022410012017	252405	AFTER HOURS EMERGENCY CALL SVC	\$282.50
		022411012017		AFTER HOURS EMERGENCY CALL SVC	\$295.00
MARLOW, ROBERT		110917	252752	REIMB CDL RENEWAL	\$102.00
MICHEL'S CORPORATION	P058372	275261 REV1	252411	Reata Substation to Dallas Rd	\$475,873.91
NATIONAL ARBOR DAY FOUNDATION	P058541	2018 TREE LINE	252416	TREE LINE USA 2017 RENEWAL CHE	\$75.00
PARADISE BOTTLED WATER CO		10/17-POWER OPS	252532	BOTTLED WATER-OCTOBER	\$59.44
RICHLAND ACE HARDWARE		59462	252539	GALVANIZED ELBOWS	\$5.63
RICK'S CUSTOM FENCING & DECKING INC	P058066	2017080807629B	252430	INSTALL GATE AT 84523 E REATA	\$2,035.88
ROBIE, BENJAMIN		112917	252779	REIMB DOT PHYSICAL	\$95.00
TACOMA SCREW PRODUCTS INC		22192024	252558	HEX CAP/SCREWS/WASHERS	\$64.79
		22192152		RETURN SCREWS/WASHERS	(\$34.45)
		22192154		HEX CAP/SCREWS/WASHERS	\$24.41
TYNDALE ENTERPRISES INC		1341853	252457	FIRE RETARDANT CLOTHING-2017	\$4,971.10
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$307.86
WA STATE DEPT OF TRANSPORTATION		RE-45JE5719L017	252798	PLANS REVIEW-FR50320	\$1,744.07
		RE-45JE5774L003	252799	PLANS REVIEW-FR50321C	\$332.54
POWER OPERATIONS TOTAL ****					\$676,282.55
Division:	504	SYSTEMS DIVISION			
BLUEROOM		2446336	252354	POL SERVICE-1032 UNIVERSITY DR	\$82.00
DOBLE ENGINEERING COMPANY	S017565	PSEI11000722	252379	RECERTIFICATION F6300 STANDARD	\$1,119.00
	S017565			FREIGHT	\$58.32
ELECTRIC POWER SYSTEMS INC	P056820	013621	252727	SNYDER SUB BANK 2 EXPANSION	\$6,538.36
	P056820	013768		SNYDER SUB BANK 2 EXPANSION	\$4,773.91
	P057572	013769	252383	LESLIE RD SUBSTATION DESIGN AN	\$20,630.28



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ELR CONSULTING INC	P057428	3089	252728	SCADA System integration suppo	\$3,993.65
ENERGY NORTHWEST	P057784	O&M00620	252385	EW16007 THAYER STAFF SUPPORT -	\$831.87
	P057784			C59127 LESLIE RD SUB PROJECT	\$831.88
	P057784			C49136 SNYDER SUB ADDTN PROJEC	\$831.88
	P057784			C59133 SYSTEM IMPROVEMENT RELA	\$831.87
OXARC INC		30173589	252530	NITROGEN	\$41.65
		60044688		CYLINDER RENTAL - OCTOBER	\$66.39
UTILIWORKS CONSULTING LLC	P056517	5100	252459	SMART GRID PROJECT PHASE 2,	\$5,000.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$191.06
SYSTEMS DIVISION TOTAL ****					\$45,822.12
Division:	505	ENERGY POLICY MGMT			
A ONE REFRIGERATION & HEATING INC		S-24293	252695	1425 LARKSPUR-REBATE-HP	\$1,000.00
AIR TIGHT REMODELING		170-491	252698	2405 SPRINGFIELD-REBATE-HP	\$291.12
BENTON PUD		11/17-30228005	252352	ELECTRIC SRVCS 10/21-11/21/17	\$519.01
CITY OF RICHLAND		190220	252718	1102 WINSLOW-REBATE-HP	\$1,000.00
DELTA HEATING & COOLING INC	P058419	25207	252726	WEATHERWISE LOAN: JEPSEN,1102	\$9,812.01
		25208	252605	1208 SYMONS-REBATE-HP	\$1,000.00
		25216	252726	800 WINSLOW-REBATE-DHP	\$800.00
		25218		101 CRAIGHILL-REBATE-DHP	\$100.00
EFFICIENCY SOLUTIONS LLC	P057389	10-17	252382	COMMERCIAL ENERGY EFFICIENCY	\$4,440.50
	P058402	10-17(2)		LOAD FORECAST AND INTEGRATED	\$4,119.50
ENERGY INCENTIVES INC	P057388	COROCT2017	252729	RESIDENTIAL ENERGY EFFICIENCY	\$2,047.13
	P057388	CORSEPT2017		RESIDENTIAL ENERGY EFFICIENCY	\$2,008.50
GLASS NOOK INC		78861	252734	1317 ACACIA-REBATE-HP	\$243.78
IWI INC		99655	252628	149 HIGH MEADOWS-REBATE-INSUL	\$377.28
		99656	252742	119 CALIENTE SANDS-REBATE-INS	\$603.10
JACOBS & RHODES INC		112817	252743	1206 MAHAN-REBATE-HP	\$1,000.00
		38296	252629	2029 TREVINO CT-REBATE-HP	\$1,000.00
		38338		203 LASIANDRA CT-REBATE-HP	\$1,000.00
KOHL'S DEPARTMENT STORE #11169		ES11128FY170067	252515	1451 TAPTEAL-REBATE-COMM LIGHT	\$46,125.00
M CAMPBELL & COMPANY INC		148516	252638	77 COTTONWOOD-REBATE-HP	\$1,000.00
		152861	252751	114 OREGON-REBATE-HP	\$1,000.00
NW INTERGOVERNMENTAL ENERGY SUPPLY	P056589	398	252766	RENEWABLE POWER STRATEGIES	\$5,021.05
PERFECTION GLASS		9993661123	252769	223 JADWIN-REBATE-WINDOWS	\$176.04
TOTAL ENERGY MANAGEMENT INC		57754WWR	252790	316 GREEBROOK-REBATE-HP	\$1,000.00
ENERGY POLICY MGMT TOTAL ****					\$85,684.02
Division:	506	TECHNICAL SERVICES			
FERGUSON ENTERPRISES INC		5678862	252499	PIPE	\$44.99
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$203.18
TECHNICAL SERVICES TOTAL ****					\$248.17



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ELECTRIC UTILITY FUND Total ***					\$868,942.66
FUND 402	WATER UTILITY FUND				
Division:	000				
ALMOND ASPHALT LLC		17-01692	252341	HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
BAUDER, MARK		10-02403	252473	REFUND HYDRANT METER #310	(\$216.60)
				REFUND HYDRANT METER #310	(\$30.00)
				REFUND HYDRANT METER #310	\$750.00
BIG D'S CONSTRUCTION OF TRI CITIES LLC	S058254	C205-17/PMT 1FINA	252477	C205-17/PMT 1FINAL RETAINAGE	(\$2,507.50)
	P057629	C74-17/PMT 2FINAL		C74-17/PMT 2-FINAL RETAINAGE	(\$4,604.36)
BORTNIYCHUK, SERGE		17-02168	252584	REFUND HYDRANT METER #344	(\$30.00)
				REFUND HYDRANT METER #344	(\$29.45)
				REFUND HYDRANT METER #344	\$750.00
CARPENTER DRILLING LLC		C251-16/RETAINAGE	252357	C251-16/RELEASE RETAINAGE	\$4,864.50
CROSKREY BROTHERS LLC		16-02580	252371	HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
D & D TRI RIVERS EXCAVATING INC		17-02126	252373	HYDRANT METER REFUND	\$750.00
				MONTHLY RENTAL	(\$30.00)
INTERMECH		17-02174	252507	REFUND HYDRANT METER #355	(\$18.05)
				REFUND HYDRANT METER #355	\$750.00
				REFUND HYDRANT METER #355	(\$30.00)
POW CONTRACTING	P057598	C58-17/PMT 1	252536	C58-17/PMT 1 RETAINAGE	(\$2,647.50)
UNASSIGNED TOTAL ****					(\$838.96)
Division:	410	WATER CAPITAL PROJECTS			
BIG D'S CONSTRUCTION OF TRI CITIES LLC	S058254	C205-17/PMT 1FINA	252477	WRIGHT AVENUE RECONSTRUCTION -	\$44,521.66
	S058254			CO #1B - ADDITIONAL IRRIGATION	\$9,941.24
	P057629	C74-17/PMT 2FINAL		DUPORTAIL STREET WATER	\$102,427.46
COLUMBIA ELECTRIC SUPPLY	S017630	5858-797547	252365	RADIO, CATALOG #PROS RLX2-IFH9	\$4,870.71
IFM EFECTOR INC	S017640	21443685	252402	FREIGHT	\$23.01
	S017640			IFM EFECTOR POWER SUPPLY, DIN	\$564.72
PLATT ELECTRIC SUPPLY		O306162	252535	TELEMETRY UPGRADE - 1182	\$21.72
		O376693		TELEMETRY UPGRADE - 1182	\$14.99
POW CONTRACTING	P057598	C58-17/PMT 1	252536	HORN RAPIDS IRRIGATION INTAKE	\$257,899.20
THERMAL SUPPLY INC		6446550	252561	INTAKE SCREEN PARTS	\$170.64
WATER CAPITAL PROJECTS TOTAL ****					\$420,455.35
Division:	411	WATER ADMINISTRATION			
ARBAUGH & ASSOCIATES INC		1629	252345	ARBAUGH CONTRACT FEES-OCT 17	\$635.32
RH2 ENGINEERING INC	P057437	69211	252657	2017 WATER SYSTEM MODELING	\$293.31
WATER ADMINISTRATION TOTAL ****					\$928.63



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 412 WATER OPERATIONS					
BENTON FRANKLIN HEALTH DISTRICT		9209	252476	WATER SAMPLES	\$3,605.00
BENTON RURAL ELECTRIC ASSOCIATION		10/17-38510	252353	KENNEDY BOOSTER STATION	\$2,357.69
BUILDERS HARDWARE & SUPPLY CO INC	P058573	S3596490.001	252707	BHS Access Control-Tapdeal II	\$358.31
CASCADE NATURAL GAS CORP		11/17-28638100009	252591	NAT GAS 110 SAINT 10/19-11/15	\$10.86
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-584919	252602	LAMP INTAKE	\$57.91
CORRECT EQUIPMENT INC	S017645	36311	252369	CHLORINATION TABLETS, 55LB PAI	\$5,755.20
	S017645			FREIGHT	\$292.00
FERGUSON ENTERPRISES INC		5746699	252615	BOLTS/CLAMP	\$22.81
FISHER SCIENTIFIC COMPANY, LLC		1889845	252617	CARBOY STYLE 53MM PORT	\$391.46
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		329994	252633	PIPE WRENCHES	\$198.41
OXARC INC		30207583	252650	SODIUM HYPOCHLORITE	\$382.57
RICHLAND ACE HARDWARE		59163	252539	PROPANE	\$4.33
STONEWAY ELECTRIC SUPPLY		S102213645.001	252441	LIGHTS-WTP	\$185.47
TWIN CITY METALS INC		102162	252680	3/8" BRASS INTAKE	\$15.94
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$191.70
WA STATE DEPARTMENT OF HEALTH		E001955	252461	SANITARY SURVEY	\$1,071.00
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$63.70
WATER OPERATIONS TOTAL ****					\$14,964.36
Division: 413 WATER MAINTENANCE					
AMERICAN ROCK PRODUCTS INC	P058560	332230	252699	5/8" MINUS TOP COURSE, INV #33	\$883.78
	P058560			PRICE ADJUSTMENT	\$0.01
	P058564	333949		5/8" MINUS TOP COURSE, INV #33	\$501.38
BAUDER, MARK		10-02403	252473	REFUND HYDRANT METER #310	(\$80.00)
BEAVER BARK & ROCK		842564	252582	CONCRETE	\$296.05
FASTENAL COMPANY		WARIC71404	252613	BOLTS	\$3.38
		WARIC71427		NUTS/BOLTS	\$90.39
		WARIC71454		NUTS/BOLTS	\$36.13
HD FOWLER COMPANY INC		I4681764	252398	2.5" HOSE NOZZLE CAP GASKET	\$18.76
		I4688912	252624	EMERGENCY REPAIR KIT	\$1,080.51
		I4691184		HOSE NOZZLE CAP	\$422.39
INLAND ASPHALT CO	P058552	2532584	252740	1/2" HMA ASPHALT, INV #2532584	\$73.11
KELLEY'S TELE-COMMUNICATIONS INC		276312012017	252747	ANSWERING SRVC CHARGES DEC	\$54.83
MORITZ, ROBERT		111717	252763	REIMB CDL PERMIT/TEST/LICEN	\$335.00
OXARC INC		30196146	252420	OXYGEN & ACETYLENE	\$31.47
RICHLAND ACE HARDWARE		214436	252539	SCREWS	\$14.11
		214526	252658	HAND TROWEL	\$7.59
		59149	252539	FASTENERS	\$3.26
		59310		FASTENERS	\$5.39
		59339	252658	SUPER GLUE	\$3.25



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STONEMAN ELECTRIC SUPPLY		S102220831.001	252668	CHLORINE PARTS- HR RESERVOIR	\$44.44
		S102224515.001		PORTABLE HEATHER- HR RESERVOIR	\$93.96
		S102225282.001		RELAY - HR RESERVOIR	\$14.10
		S102229745.001		CONDUIT/COUPLING- KEENE PS	\$17.56
TWIN CITY METALS INC		102327	252680	1/2" STEEL	\$353.71
UNITED RENTALS INC		151700802-001	252571	EXCVTION SFTY TRNING-GM/JS/ME	\$450.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$354.64
	P058542			Verizon Wireless Charges Octob	\$38.70
XEROX CORPORATION		091172953	252467	MX4-340609 BASE/PRINTS-OCT	\$29.75
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$20.03
WATER MAINTENANCE TOTAL ****					\$5,197.68
WATER UTILITY FUND Total ***					\$440,707.06
FUND 403	WASTEWATER UTILITY FUND				
Division:	000				
BIG D'S CONSTRUCTION OF TRI CITIES LLC	P057629	C74-17/PMT 2FINAL	252477	C74-17/PMT 2-FINAL RETAINAGE	(\$196.30)
UNASSIGNED TOTAL ****					(\$196.30)
Division:	420	SEWER ADMINISTRATION			
GRAY & OSBORNE INC	P058441	1	252736	WWTF LOCAL LIMITS REASSESSMENT	\$6,705.55
SEWER ADMINISTRATION TOTAL ****					\$6,705.55
Division:	421	SEWER CAPITAL PROJECTS			
BEAVER BARK & ROCK		845049	252474	CONCRETE	\$266.05
		845673		CONCRETE	\$179.17
BIG D'S CONSTRUCTION OF TRI CITIES LLC	P057629	C74-17/PMT 2FINAL	252477	DUPORTAIL WATER TRANS - SEWER	\$1,891.81
	P057629			CO 1A OVERAGE OF SEWER CONTRAC	\$2,371.82
COLUMBIA ELECTRIC SUPPLY	P058451	5858-797262	252365	ASJUST TAX	\$0.01
	P058451			PRE-WIRED CABLE FOR 1756 16-PT	\$160.76
	P058451			20-POINT FUSIBLE DIGITAL INTER	\$306.12
	P058451			40-POINT ISOLATED FUSIBLE DIGI	\$320.29
	P058451			PLC EXPANSION FOR HEAT VALVES	\$377.93
	P058451			CONTROLLOGIX NORMALLY OPEN	\$659.48
	P058451			ASSEMBLY CABLE - PRE-WIRED FOR	\$335.12
FERGUSON ENTERPRISES INC		5707871	252499	10" PVC FOR SEWER	\$175.29
GRAY & OSBORNE INC	P057512	10	252736	WWTF INFLUENT UPGRADES - DESIG	\$9,296.97
	P057512	17006.01-1		AMD #1 CONSTRUCTION MANAGEMENT	\$882.28
HERC RENTALS INC		29654741-001	252504	CONCRETE VIBRTR DGSTR PRJCT	\$56.47
IFM EFECTOR INC	P058486	21448720	252402	ADJUST TAX	(\$0.01)
	P058486			FREIGHT	\$11.58
	P058486			CABLE FOR IFM PRESSURE TRANSMI	\$41.27
OXARC INC		30192598	252420	#2/0 WELDING CABLE-250 FT ROLL	\$98.68



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		30196133	252420	#4/0 WELDING CABLE 250 FT ROLL	\$131.03
PARAMOUNT SUPPLY COMPANY		626454	252423	FLANGE VLVS DIGSTR PROJECT	\$125.94
PLATT ELECTRIC SUPPLY		P003141	252535	CU CMPSRN LUG VFD INFL PMP#4	\$49.12
		P049256		PWR DSTR BLK VFD INFL PMP	\$522.02
		P076041		IN-LINE CPLR VFD INFL PMP#4	\$24.01
POW CONTRACTING	P058453	1	252424	WWTF DIGESTER BLDG VALVE &	\$3,007.30
REESE CONCRETE PRODUCTS MFG		005599	252538	CONCRETE PRODUCTS	\$988.26
STONEWAY ELECTRIC SUPPLY		S102197449.001	252557	SS CNDUIT & PRTS DGSTR HTXP#1	\$275.30
		S102198251-001		ELEC HUB & PRTS DGSTR	\$98.28
		S102207598.001		CONDUIT SEAL	\$96.68
		S102215194.001		BUSHES/PLUGS	\$71.70
TACOMA SCREW PRODUCTS INC		22193269	252558	HEX NUTS	\$60.31
		22193380		BOLTS/NUTS	\$65.65
		22193552		FITTINGS	\$52.38
WESTERN CONCRETE ACCESSORIES		26681	252573	CONCRETE BLANKETS	\$248.41
SEWER CAPITAL PROJECTS TOTAL ****					\$23,247.48
Division:	422	SEWER OPERATIONS			
ALS ENVIRONMENTAL	P058328	51-405718-0	252342	WATER - 624 VOLATILE ORGANIC C	\$640.00
	P058328			WATER - 625 SEMIVOL. ORGANIC C	\$215.00
	P058328			WATER - OIL & GREASE TOTAL HEM	\$200.00
	P058328			WATER - 335.4 TOTAL CYANIDE	\$40.00
	P058328			WATER - AMMONIA-N EPA 350.1/35	\$25.00
	P058328			WATER - 420.1 PHENOLICS	\$45.00
	P058328			WATER - 608 ORGANOCHLOR.PEST./	\$160.00
	P058328			WATER - 200.8 TRACE ELEMENTS	\$130.00
	P058328			WATER - 1631E TOTAL MERCURY	\$60.00
	P058328			PSF 9-25-17 SAMPLING EVENT - W	\$60.00
	P058328			WATER - BOD (5 DAY) EPA 405.1	\$48.00
	P058328			WATER - TSS EPA 160.2	\$18.00
AMERIGAS		3070973621	252343	PROPANE FOR BOILER- WWTP	\$129.30
BENTON FRANKLIN HEALTH DISTRICT		9240	252476	TKN/NITY/PHOS/COL/DIL/MOIS	\$511.00
BLUEROOM		2446332	252354	POL SERVICE-COMPOST-OCT 2017	\$81.00
COMPLETE PEST PREVENTION INC		35709	252491	WWTP PEST CONTROL SRVCS	\$130.32
FEDERAL EXPRESS CORP		6-004-33336	252731	COOLER RETURN LL SAMPLING 11/7	\$4.20
MOON SECURITY SERVICES INC		901483	252643	WWTP-BASIC MONITORING	\$54.87
OXARC INC		60051014	252767	CYLINDER RENTAL-NOVEMBER	\$17.65
RICHLAND ACE HARDWARE		59455	252774	Q-CONNECTS/COUPLER SOLIDS BLDG	\$23.86
STONEWAY ELECTRIC SUPPLY		S102226387.001	252785	CONDUIT & FITTING DGSTR FVLV 2	\$28.68
TRI CITY HERALD	S017675	3346878	252567	CITY OF RICHLAND NOTICE OF	\$84.04
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$194.39
WHITNEY EQUIPMENT COMPANY INC	P058423	84511	252466	ITEM #7693002 - KIT, HARD IRON	\$4,960.85



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WHITNEY EQUIPMENT COMPANY INC	P058423	84511	252466	ADJUST TAX	(\$0.01)
	P058423			ITEM #WECI DEL - PICK-UP AND/O	\$162.90
	P058423			LABOR - SERVICE TECHNICIAN -	\$364.90
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$103.03
SEWER OPERATIONS TOTAL ****					\$8,491.98
Division:	423	SEWER MAINTENANCE			
CH2O INC		262752	252713	BOILER TESTING-NOV 17 BW LABOR	\$64.49
COAST CRANE COMPANY		72400049	252720	BMTRK RENT NEUROSB#1 REPLC	\$651.60
COLEMAN, MICHAEL		17-488 COLEMAN-	252722	17-488 LOBEPRO PUMP SCHOOL	\$128.00
CUES INC	P058510	495226	252372	Cues Granite Annual Rnwl 2017-	\$1,800.00
KELLEY'S TELE-COMMUNICATIONS INC		276312012017	252747	ANSWERING SRVC CHARGES DEC	\$54.82
MOON SECURITY SERVICES INC		901483	252643	WWTP-BASIC MONITORING	\$54.87
NORCO INC		22355250	252527	ALUMINUM SPOOL	\$28.04
RICHLAND ACE HARDWARE		59262	252539	ROPE/CHAIN/SNAPBOLT	\$30.79
RICHLAND NAPA		400258	252540	NON-DTRGNT OIL PRESR WSHR	\$6.62
SKILLPATH INC		11654492	252439	EXCEL WORKSHOP- MAHAFFEY	\$104.00
		11654493		EXCEL WORKSHOP-HILMES	\$104.00
TACOMA SCREW PRODUCTS INC		22193864	252558	ZIP TIES	\$91.28
THE DRAIN SURGEON		37499	252446	SNAKE 1306 KIMBALL AVE	\$223.99
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$80.50
WHITNEY EQUIPMENT COMPANY INC		84486	252691	ALLENBOLT DGSTR MIX PMP #1	\$30.39
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$1.39
SEWER MAINTENANCE TOTAL ****					\$3,454.78
WASTEWATER UTILITY FUND Total ***					\$41,703.49
FUND	404	SOLID WASTE UTILITY FUND			
Division:	000				
WASTEWORKS REFUND		10447WW NOV 17	252682	REFUND WW ACCT #10447	\$158.36
		10824WW	252360	REFUND WW ACCT# 10824	\$170.91
UNASSIGNED TOTAL ****					\$329.27
Division:	430	CAPITAL PROJECTS			
WESTERN STATES EQUIPMENT COMPANY	S017598	IN000488556	252464	COMPACTOR GRADE CONTROL SYSTEM	\$39,675.49
CAPITAL PROJECTS TOTAL ****					\$39,675.49
Division:	432	SOLID WASTE COLLECTION			
CLAYTON WARD COMPANY		177501	252362	PAPER RECYCLING- OCTOBER 2017	\$300.00
		177601		2017 DROP BOX RECYCLING SERVIC	\$10,200.00
		88224		CURBSIDE RECYCLING-OCTOBER	\$21,344.64
COMPLETE PEST PREVENTION INC		35407	252367	PEST CONTROL SRVCS-OCTOBER	\$59.73
ROUTEWARE INC	S017673	98796	252433	Q1 2018 OBC SUPPORT FEES (18 U	\$3,108.13
	S017673			2018 ROUTEWARE CONTROL CENTER	\$154.82



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROUTEWARE INC	S017673	98796	252433	Q1 2018 CAMERA SYSTEM FEE (1 U	\$16.29
	S017673			Q1 2018 AMERA SYSTEM FEE (3 UN	\$97.74
	S017673			Q1 2018 CELLULAR DATA CHARGE (	\$146.61
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$715.74
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$21.62
SOLID WASTE COLLECTION TOTAL ****					\$36,165.32
Division:	433	SOLID WASTE DISPOSAL			
BLUEROOM		2446330	252354	POL SERVICE-LANDFILL-OCT 2017	\$81.00
COMPLETE PEST PREVENTION INC		35695	252367	PEST CONTROL SRVCS-NOVEMBER	\$97.74
		A5869		DISPOSAL-FLY STRIPS	\$187.66
COYOTE RIDGE CORRECTIONS CENTER		CRCC1710.505	252370	WORK CREW OCTOBER 2017	\$428.97
METZGER, RICHARD		111717	252758	REIMB CDL RENEWAL	\$102.00
MITCHELL, FRANK		113117	252761	REIMB MILEAGE	\$41.20
RICHLAND ACE HARDWARE		59299	252539	PARTS FOR AIR COMPRESSOR	\$84.45
		59608	252774	BROOM HANDLES	\$18.66
STAR RENTALS & SALES		261839-11	252665	WATER TRUCK RENTAL - FINAL	\$4,235.40
		261839A-11	252784	WATER TRUCK RENTAL	\$1,058.84
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$54.72
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$44.55
SOLID WASTE DISPOSAL TOTAL ****					\$6,435.19
SOLID WASTE UTILITY FUND Total ***					\$82,605.27
FUND	405	STORMWATER UTILITY FUND			
Division:	000				
BIG D'S CONSTRUCTION OF TRI CITIES LLC	P057629	C74-17/PMT 2FINAL	252477	C74-17/PMT 2-FINAL RETAINAGE	(\$768.55)
WA STATE DEPARTMENT OF ECOLOGY	P058568	L1400029-PYMT 4	252796	LOAN L1400029-DECANT FACILITY	\$44,380.97
	P058568			LOAN L1400029-DECANT FACILITY	\$1,488.31
UNASSIGNED TOTAL ****					\$45,100.73
Division:	440	STORMWATER CAPITAL PROJECTS			
BIG D'S CONSTRUCTION OF TRI CITIES LLC	P057629	C74-17/PMT 2FINAL	252477	CO 1B - OVERAGE OF STORM CONTR	\$1,938.00
	P057629			DUPORTAIL WATER TRANS - STORM	\$13,433.00
STORMWATER CAPITAL PROJECTS TOTAL ****					\$15,371.00
Division:	441	STORMWATER			
BENTON COUNTY SHERIFF'S OFFICE		10/17-WORKCREW II	252704	WORKCREW II-OCT 2017	\$6,646.01
CITY OF RICHLAND		11/2017-17	252716	#17 DROP BOX/STREET SWEEPINGS	\$2,036.14
CUES INC	P058510	495226	252372	Cues Granite Annual Rnwl 2017-	\$1,800.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$13.70
STORMWATER TOTAL ****					\$10,495.85
STORMWATER UTILITY FUND Total ***					\$70,967.58



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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 407	MEDICAL SERVICES FUND				
Division:	000				
AMBULANCE REFUND		2016-01652	252772	REFUND/OVERPAID CLAIM	\$330.00
BENTON COUNTY FIRE DIST 2		2013-00787	252475	REFUND MISSAPPLIED AMB PYMNT	\$5.00
UNASSIGNED TOTAL ****					\$335.00
Division:	121	AMBULANCE			
ARROW INTERNATIONAL	P058478	95260820	252346	ESTIMATED SHIPPING	\$9.71
	P058478			#9001, EZ-IO, 25MM NEEDLE KIT	\$1,100.00
BOUND TREE MEDICAL LLC		82647917	252355	SALINE/O2 MASK/ET TUBE	\$489.18
		82647918		GERMICIDAL WIPES/SANI HANDS	\$18.11
		82649217		O2 REGULATOR	\$141.04
		82653723		QUIKCLOT GAUZE/BANDAGES	\$1,449.56
		82653724		FENTANYL	\$215.96
		82655118		ABDOMINAL BANDAGE	\$14.65
		82662341		IV SETS/O2 VALVE/ADULT EXT SET	\$914.88
		82667636		GLOVES/SALINE/GLUC TEST STRIPS	\$384.81
		82670387		GLOVES/GLUCOSE TEST STRIPS	\$1,720.71
		82673446		TAMPER EVIDENT SEAL	\$25.29
		82673447		MASIMO SENSORS	\$99.31
		82673448		IV SET/BLOOD TUBE/TOURNIQUET	\$1,822.04
EMERGENCY REPORTING		2017_6862	252609	ERS SUBSCRIPTION-DECEMBER	\$348.20
OXARC INC		30166188	252420	MEDICAL OXYGEN	\$80.94
		30171422		MEDICAL OXYGEN	\$28.27
		30176922		MEDICAL OXYGEN	\$113.68
		30181619		MEDICAL OXYGEN	\$26.59
SEA WESTERN INC	P058298	201728	252435	SHIPPING	\$16.40
	P058298			#BDU 1951-P-20, LION TRI-CERTI	\$729.79
	P058388	201729		ADJUST FOR TAX	(\$0.01)
	P058388			SHIPPING	\$39.35
	P058388			#BDU 1951-P-20, LION TRI-CERTI	\$5,655.89
STERICYCLE INC		3004054564	252667	BIO WASTE DISPOSAL FEE	\$47.03
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$344.47
	P058542			Verizon Wireless Charges Octob	\$35.17
AMBULANCE TOTAL ****					\$15,871.02
MEDICAL SERVICES FUND Total ***					\$16,206.02
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
PARAMOUNT COMMUNICATIONS INC	P058435	33899	252422	Splicing of 2 Fibers Horn Rapi	\$595.13
SIERRA ELECTRIC INC	P057754	17-151.2/F	252438	C/O 1- ADD'L VAULTS, CABLE,	\$49,768.80



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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SIERRA ELECTRIC INC	P057754	17-151.2/F	252438	Fiber Optic Backbone Extension	\$293,626.83
BROADBAND ADMINISTRATION TOTAL ****					\$343,990.76
BROADBAND FUND Total ***					\$343,990.76
FUND 501	CENTRAL STORES FUND				
Division:	000				
DESIGNER DECAL INC	P058479	60064	252378	DECAL CITY WHITE VINYL, LARGE,	\$916.75
FERGUSON WATERWORKS	P058463	0575506	252388	TEE, GALV. 3/4"	\$39.10
	P058463			NIPPLE, GALV. 1-1/2" X 6"	\$31.16
	P058463			NIPPLE, GALV. 2" X 4-1/2"	\$37.40
	P058463			BUSHING, GALV. 1" X 1/4",	\$25.18
	P058463			PLUG, GALV. 3/4"	\$13.58
	P058463			NIPPLE, GALV. 1/4" X 2"	\$7.74
	P058463			ELBOW GALV, 1", 90 DEGREE	\$20.84
	P058463			ELBOW GALV, 2", 90 DEGREE	\$70.38
	P058463			NIPPLE, GALV. 2" X CLOSE	\$42.63
	P058463			ELBOW GALV, 1-1/2", 90 DEGREE	\$42.96
	P058463			TEE, GALV. 2"	\$101.48
	P058463			BUSHING, GALV. 1/2" X 1/4",	\$3.87
HD FOWLER COMPANY INC	P058462	14684912	252398	PVC BUSH SLP X FIPT, 2" X 1",	\$4.84
	P058462			PVC CAP SLIP, 3"	\$48.87
	P058462			PVC COUPLING SLIP-FIX, 1"	\$37.30
	P058462			NOZZLE, 304CV, 1/2 CIRCLE,	\$33.45
	P058462			STREET ELBOW 90 DEGREE 1",	\$29.87
	P058462			PVC COUPLING SLIP-FIX, 3/4"	\$21.83
	P058462			STREET ELBOW 90 DEGREE, 3/4"	\$16.29
	P058462			PVC CAP SLIP, 1"	\$16.29
	P058462			PVC COUPLING COMPRESSION, 1"	\$15.37
	P058462			PVC CAP SLIP, 3/4"	\$2.17
	P058462			PVC CAP SLIP, 6"	\$44.54
	P058462			PVC THREADED NIPPLE 1" X 6",	\$2.99
	P058462			PVC COUPLING THREADED, 3/4"	\$1.82
	P058462			PVC COUPLING SLIP, 3/4"	\$4.07
	P058481	14684914		VALVE 3/4" BRASS, HOSE BIBB	\$54.44
	P058481			VALVE, GATE 2" THREADED BRONZE	\$295.74
	P058481			VALVE, BALL 2" BRASS FULL FLOW	\$139.02
	P058481			VALVE, GATE 3/4" THREAD BRONZE	\$18.24
UNASSIGNED TOTAL ****					\$2,140.21
CENTRAL STORES FUND Total ***					\$2,140.21
FUND 502	EQUIPMENT MAINTENANCE FUND				



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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 214 EQUIPMENT MAINTENANCE					
A & E TOWING LLC		3152	252338	TOW CHARGE VEH 7108 WO 48696	\$1,357.50
ASE		ORD-1651751-YQ1ND	252347	ASE TESTING-TOYOOKA	\$153.00
		ORD-1651756-KM748		ASE TESTING-HUSKEY	\$114.00
		ORD-1651768-KWYJJ		ASE TESTING-HAYNES	\$114.00
		ORD-1652099-BY7BN		ASE TESTING-HUSKEY	\$234.00
		ORD-1652125-2T8WV		ASE TESTING-TOYOOKA	\$156.00
		ORD-1652129-ZTSF6		ASE TESTING-WATTS	\$156.00
AUTOZONE		3733124447	252348	BLOWER VEH 2258 WO 48575	\$11.60
		3733124566		OIL CAP VEH 2258 WO 48575	\$3.14
		3733133567	252580	DEF VEH 7157 WO 48796	\$81.36
		3733133662		GASKET VEH 3321 WO 48582	\$9.62
		3733139067		BLOWER VEH 3304 WO 48376	\$131.29
BRAUN NORTHWEST INC		21963	252587	MOTOR/STEP VEH 5043 WO 48566	\$248.26
BUSH CAR WASH		4723	252708	VEHICLE WASHES-NOVEMBER	\$70.00
CASCADE FIRE EQUIPMENT CORP DBA		121352	252590	BELT VEH 5038 WO 48340	\$378.26
		121656		SWITCH VEH 5036 WO 48481	\$191.14
CENTRAL HOSE & FITTINGS INC		472305	252358	NOZZLES VEH 3142 WO 48640	\$86.67
		472609	252592	VEH 7152 WO 48685	\$63.51
		472993		PARTS VEH 7146 WO 48830	\$47.03
COEUR D'ALENE SERVICE STATION EQUIPMENT INC		0073584	252597	EXPERT SERVICES	\$400.17
COLEMAN OIL COMPANY		0458574-IN	252364	DYED DIESEL LANDFILL	\$4,033.51
		CL43294		CARD LOCK FUEL 11/6-11/12/17	\$14,641.35
		CL45632		CARD LOCK FUEL 11/13-11/19/17	\$14,572.33
		CL46197	252489	CARD LOCK FUEL 11/20-11/26/17	\$10,762.11
		CL46662	252598	CARD LOCK FUEL 11/27-11/30/17	\$11,037.30
		CL50552	252721	CARD LOCK FUEL 12/01-12/03/17	\$3,360.66
CONNELL OIL INC		0201876-IN	252601	SHOP OIL	\$1,426.16
		0202992-IN		HYD OIL VEH 3340 WO 48389	\$380.10
		0203313-IN		MEGAFLOW VEH 3339 WO 48846	\$456.12
		0203331-IN		PWRTRN FLUID VEH 7143 WO 48852	\$84.82
		C189260-IN	252724	SHOP OIL	\$536.83
CUMMINS, INC		009-97372	252603	EGR VALVE VEH 3284 WO 48833	\$1,348.91
		018-24744		SOFTWARE LICENSE	\$393.13
DSU PETERBILT & GMC INC		372044L	252380	CAC VEH 3285	\$816.53
		372385L		HOSE ASSY VEH 3333 WO 48405	\$215.41
FAST SIGNS		139-56368	252386	VEH NUMBERS VEH 6610 WO 48616	\$37.53
		139-56418	252612	VINYL WRAP VEH 2342 WO 48789	\$672.23
FASTENAL COMPANY		WARIC70837	252387	MED KIT VEH 2359 WO 48478	\$46.85
		WARIC70972	252613	METAL KIT VEH 2343 WO 48503	\$49.20



City Of Richland

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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
G & R AG PRODUCTS INC		2175723-0001-02	252391	HOSE VEH 6573 WO 48699	\$8.17
GENUINE AUTO GLASS OF TRI CITIES LLC		625814	252394	WINDSHIELD VEH 3142 WO 48691	\$155.23
		625833		WS REPAIR VEH 2438 WO 48756	\$32.58
		626076	252620	TINT VEH 3322 WO 48817	\$240.45
		626182	252732	WINDSHIELD VEH 3330 WO 48896	\$320.84
GLOBAL EQUIPMENT COMPANY		111871160	252622	SHOP SUPPLY	\$23.46
HUGHES FIRE EQUIPMENT, INC.		519584	252626	TRACK PLATE VEH 5047 WO 48400	\$37.43
JIM'S PACIFIC GARAGES INC		R100013174	252630	HARNESS VEH 3321 WO 48582	\$1,149.23
		X100100863		FUEL SENDER VEH 3279	\$22.05
		X100100950		HARNESS VEH 3279	\$23.47
		X100100979		PIGTAIL VEH 3279	(\$23.47)
		X100100986		FUEL SENDER VEH 3279	(\$22.05)
		X100101049		HANDLE VEH 3280 WO 48793	\$73.70
		X100101512	252744	HUB CAP VEH 3292 WO 48815	\$93.24
		X100101692		RETURN VEH 3336	\$87.51
		X100101746		RETURN VEH 3336	(\$87.51)
KENWORTH SALES COMPANY		PASIN2583072	252406	ROD HARDWARE VEH 3213 WO 48530	\$84.78
LES SCHWAB TIRE CENTER		33300385535	252636	TIRES VEH 3336 WO 48831	\$1,347.20
		33300395611	252521	TIRES VEH 3336 WO 48765	\$1,043.12
MCCURLEY CHEVROLET		934968	252409	HOSE VEH 1108 WO 48710	\$111.90
		935147	252640	PAD KIT VEH 3276 WO 48757	\$133.80
		935219		BALANCER VEH 3268 WO 48734	\$276.80
		935338		BLOWER MTR VEH 2394 WO 48795	\$203.74
		935412		ACTUATOR VEH 1382 WO 48786	\$46.33
		935521		LENS VEH 2314 WO 48661	\$34.59
		935675		PARTS VEH 2341 WO 48829	\$474.94
		935750		SWITCH VEH 2370 WO 48854	\$39.61
		935752		GASKET VEH 3288 WO 48861	\$136.14
MODERN MACHINERY CO INC		2323485 PS	252413	VEH 0030 WO 48692	\$774.43
MONARCH MACHINE & TOOL CO INC		A193188	252414	ALUM SHEET VEH 5047 WO 48400	\$14.06
		A193220	252642	WELD VEH 7152 WO 48685	\$127.93
		A193411	252762	WELD VEH 7146 WO 48830	\$38.00
		A193446		MILL VEH 7143 WO 48894	\$124.89
		F193392	252642	REPAIR VEH 7146 WO 48830	\$232.40
OXARC INC		60051017	252650	SHOP SUPPLY	\$153.72
PAPE' MATERIAL HANDLING		10708685	252651	WATER STRAIN VEH 7112 WO 48563	\$44.90
		10720127	252531	WIPER BLADES VEH 7109 WO 48730	\$33.23
		10720929		WIPER BLADES VEH 7109 WO 48730	\$27.61
		7923327	252421	CABLE VEH 0400 WO 48579	\$23.67
		80425		250 HR SVC VEH 7157 WO 48760	\$648.02
RDO EQUIPMENT CO		P57858	252426	VBELT VEH 6595 WO 48424	\$182.34



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RDO EQUIPMENT CO		P58432	252426	RETURN 4 WHEELS	(\$473.32)
		P58675		GOVERNOR VEH 3304 WO 48376	\$72.65
		P59054		TRANI KIT VEH 6589 WO 48479	\$1,921.51
		P59201-2017		FILTERS VEH 6595 WO 48424	\$380.62
		P59202-2017		FILTERS VEH 6589 WO 48479	\$154.93
		P59491	252656	FILTERS VEH 6589 WO 48799	\$125.93
RICHLAND ACE HARDWARE		59405	252658	FASTENERS VEH 5047 WO 48797	\$48.26
RICHLAND NAPA		399899	252540	BATTERY VEH 2446 WO 48587	\$126.93
		400156		J-BOX VEH 3321 WO 48552	\$17.59
		400161		ELE PARTS VEH 3321 WO 48582	\$111.94
		400172		BLADES VEH 1209 WO 48638	\$21.70
		400173		CONN VEH 6610 WO 48616	\$11.39
		400174		CONN VEH 6611 WO 48617	\$11.39
		400240		WHL FLAP VEH 3333 WO 48405	\$27.56
		400254		FILTER VEH 3142 WO 48071	\$5.57
		400255		HYD FIL VEH 3142 WO 48071	\$37.41
		400272		SOLENOID VEH 3311 WO 48683	\$27.13
		400291		FILTER VEH CREDIT WO CREDIT	(\$7.02)
		400310		BRK CLN VEH 3142 WO 48640	\$18.90
		400313		BRK CLN VEH 2258 WO 48575	\$18.90
		400376		HTR VLV VEH 2258 WO 48576	\$222.87
		400398		STRUT VEH 2417 WO 48701	\$231.60
		400404		HOSE VEH 3321 WO 48582	\$19.82
		400412		WIPER VEH 2417 WO 48701	\$14.10
		400432		FILTER VEH 3222 WO 48704	\$166.29
		400435		FILTER VEH 3244 WO 48705	\$121.81
		400453		FILTER VEH 3296 WO 48707	\$121.81
		400454		FILTER VEH 3292 WO 48706	\$164.37
		400455		FILTER VEH 3315 WO 48708	\$106.35
		400458		FILTER VEH 3336 WO 48709	\$124.15
		400470		HTR VLV VEH 2258 WO 48576	\$18.46
		400536		FILTER VEH 3304 WO 48714	\$74.15
		400538		FILTER VEH 2437 WO 48716	\$26.22
		400541		FILTER VEH 7139 WO 48718	\$42.29
		400546		FILTER VEH 3151 WO 48719	\$14.56
		400547		FILTER VEH 1380 WO 48721	\$12.85
		400550		FILTER VEH 1375 WO 48722	\$13.16
		400584		FILTER VEH 2461 WO 47817	\$13.67
		400593		WRENCH VEH SHOP WO TOOLS	\$155.40
		400597		WIPERS VEH 1207 WO 48650	\$21.70
		400608		FILTER VEH 2471 WO 48758	\$10.75



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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		400609	252540	FILTER VEH 3268 WO 48733	\$15.21
		400615		BATTERY VEH 7152 WO 48685	\$315.24
		400619		BRAKES VEH 3268 WO 48734	\$419.42
		400638		FILTER VEH 7122 WO 48750	\$289.80
		400657		BRAKES VEH 3268 WO	\$83.87
		400658		BRAKES VEH CREDIT WO CREDIT	(\$139.71)
		400666		PAINT VEH 5038 WO 48482	\$13.56
		400681		TOOLS VEH SHOP WO TOOLS	\$31.88
		400683		FREIGHT VEH SHOP WO TOOLS	\$13.03
		400685		COVER VEH 3268 WO 48734	\$6.82
		400688		WHL NUT VEH 3268 WO 48733	\$7.82
		400706		MISC PTS VEH 3268 WO 48734	\$617.92
		400795		VALVE VEH 3302 WO 48773	\$82.83
		400918		BATTERY VEH 7146 WO 48713	\$315.24
		400919		FILTER VEH 2394 WO 48735	\$14.18
		400920		WASH FLUID VEH 2394 WO 4873	\$17.33
		400929		LUG VEH 7152 WO 48534	\$9.51
		400933		FILTER VEH 7152 WO 48534	\$22.18
		400968		FILTER VEH 2355 WO 48720	\$16.76
		400978		PUMP VEH 1382 WO 48786	\$100.34
		400985		LAMP VEH 3268 WO 48734	\$3.28
		400989		FILTER VEH 3284 WO 48780	\$96.14
		401020		WIPERS VEH 1104 WO 48647	\$21.70
		401022		BRAKES VEH 2441 WO 48794	\$60.91
		401024		BRAKES VEH 2441 WO 48794	\$60.91
		401057		FILTER VEH 3323 WO 48803	\$13.67
		401081		BATTERY VEH 3268 WO 48734	\$105.66
		401083		WIPER VEH 3302 WO 48773	\$32.55
		401085		BULB VEH 3303 WO 48801	\$12.97
		401091		ADAPTER VEH 3404 WO 48832	\$66.35
		401099		FILTER VEH 3323 WO 48802	\$62.66
		401101		WIPER VEH CREDIT WO CREDIT	(\$52.11)
		401127		FILTER VEH 3329 WO 48818	\$78.15
		401130		PLUG VEH 2412 WO 48662	\$5.36
		401138		FILTER VEH 2464 WO 48821	\$13.88
		401139		FILTER VEH 3401 WO 48820	\$14.18
		401142		FILTER VEH 2381 WO 48819	\$16.43
		401143		WARR VEH 2258 WO CREDIT	(\$67.68)
		401168		FILTER VEH 3401 WO 48820	\$15.11
		401169		TENSIONER VEH 2381 WO 48822	\$110.70
		401192		CONN VEH 3297 WO 48826	\$11.39



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From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		401211	252776	FILTERS VEH 3288 WO 48836	\$14.18
		401212		FILTERS VEH 2407 WO 48837	\$13.67
		401213		FILTERS VEH 2415 WO 48838	\$12.92
		401215		FILTERS VEH 2456 WO 48839	\$12.92
		401220		ANTIFREEZ VEH 7112 WO 48841	\$32.51
		401251		BULB VEH 3315 WO 48840	\$8.92
		401252		BRK CLEAN VEH 3312 WO 48823	\$18.90
		401253		BRK CLEAN VEH 3323 WO 48802	\$18.90
		401254		WW BLADES VEH 3323 WO 48802	\$21.70
		401255		FILTERS VEH 7112 WO 48563	\$7.36
		401257		HEADLT VEH 2380 WO 48827	\$10.52
		401258		FILTERS VEH 3304 WO 48714	\$27.66
		401263		WW BLADES VEH 2443 WO 48847	\$21.70
		401290		FILTER REG VEH 3296 WO 4884	\$43.43
		401306		SOCKET VEH WARR WO WARR	\$16.12
		401315		WW BLADES VEH 3304 WO 48714	\$21.70
		401317		BATT VEH 2341 WO 48829	\$105.66
		401428		CARB TUNER VEH 6572 WO 4887	\$42.88
		401450		SPARK PLUGS VEH 6572 WO 488	\$2.44
		401465		BATTERY VEH 3301 WO 48873	\$131.29
		401474		WW BLADES VEH 3301 WO 48873	\$21.70
		401488		SOCKET VEH CREDIT WO CREDIT	(\$16.12)
		401517		FILTERS VEH 800 WO 48898	\$17.89
		401521		BATTERY VEH 1210 WO 48880	\$10.25
		401531		FILTERS VEH 2260 WO 48695	\$8.81
		401532		FILTERS VEH 2272 WO 48884	\$7.70
		401552		FILTER VEH 2370 WO 48891	\$3.42
		401553		FILTERS VEH 5044 WO 48889	\$13.67
		401554		HUBCAP VEH 3335 WO 48881	\$73.00
		401555		BRAKE CLEAN VEH 3280 WO 488	\$54.07
		401556		BRK CLEAN VEH 7146 WO 48919	\$37.79
		401557		GLOVES VEH 4148 WO 48849	\$16.28
		401559		BULB VEH 2370 WO 48891	\$10.43
		401563		FILTERS VEH 7143 WO 48852	\$118.46
		401575		BLADES VEH 2451 WO 48657	\$32.55
		401577		SHOP SUPPLY VEH WO	\$46.63
RIVER CITY TOWING INC		15927	252431	TOW CHARGE VEH 2428 WO 48532	\$48.87
SOLID WASTE SYSTEMS INC		0099025-IN	252440	WATER PUMP VEH 7152 WO 47832	\$697.54
		0100595-IN		FILTERS VEH 3340 WO 48694	\$463.12
		0100596-IN		FILTERS VEH 3339 WO 48693	\$447.61
		0100979-IN	252664	DOOR SEAL VEH 7146 WO 48830	\$219.28



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SOLID WASTE SYSTEMS INC		0101062-IN	252664	HARNESS VEH 3336 WO 48772	\$161.07
		0101170-CM		RETURN VEH 3333	(\$340.86)
		0101235-IN	252783	SENSOR VEH 3333 WO 48800	\$229.40
STEEBER'S LOCK SERVICE		960773	252666	DUP KEYS VEH 2341 WO 48829	\$18.90
TACOMA SCREW PRODUCTS INC		22195248	252558	SHOP ITEMS	\$1,561.82
		22195502	252671	STEEL ROD VEH 3268 WO 48734	\$31.22
		22195735		SHOP SUPPLY	\$517.74
		22195736		SHOP SUPPLY	\$157.08
TIRE FACTORY INC		01-141657	252674	SVC CALL VEH 3222 WO 48776	\$327.97
		01-141658		SVC CALL VEH 3240 WO 48777	\$177.40
		03-126112	252447	TIRE VEH 6594 WO 48665	\$113.48
		03-126136		TIRES VEH 2420 WO 48738	\$976.85
		03-126183		TRUCK REPAIR VEH 3330 WO 48612	\$22.75
		03-126188		FLAT REPAIR VEH 2451 WO 48613	\$21.67
		03-126304		WHEEL CHG VEH 2433 WO 48611	\$117.07
		03-126409		CHAINS VEH 3315 WO 48618	\$129.48
		03-126410		CHAINS VEH 3312 WO 48233	\$129.48
		03-126411		CHAINS VEH 3296 WO 48567	\$129.48
		03-126412		CHAINS VEH 3244 WO 48619	\$129.48
		03-126413		CHAINS VEH 3342 WO 48620	\$129.48
		03-126414		CHAINS VEH 3292 WO 48621	\$129.48
		03-126415		CHAINS VEH 3222 WO 48622	\$129.48
		03-126417		CHAINS VEH 3320 WO 48623	\$129.48
		03-126418		CHAINS VEH 3203 WO 48624	\$129.48
		03-126419		CHAINS VEH 3280 WO 48625	\$129.48
		03-126420		CHAINS VEH 3283 WO 48626	\$129.48
		03-126421		CHAINS VEH 3284 WO 48627	\$129.48
		03-126422		CHAINS VEH 3285 WO 48628	\$129.48
		03-126423		CHAINS VEH 3333 WO 48629	\$129.48
		03-126424		CHAINS VEH 3335 WO 48630	\$129.48
		03-126426		CHAINS VEH 3337 WO 48631	\$183.15
		03-126427		CHAINS VEH 3240 WO 48632	\$129.48
		03-126428		CHAINS VEH 3311 WO 48633	\$129.48
		03-126429		CHAINS VEH 6000 WO 48634	\$129.48
		03-126430		CHAINS VEH 3339 WO 48636	\$129.48
		03-126431		CHAINS VEH 3340 WO 48635	\$129.48
		03-126451	252674	TIRE VEH 3311 WO 48788	\$653.20
		03-126468	252447	CHAINS VEH 1382 WO 48666	\$99.70
		03-126469		WHEEL CHG VEH 1207 WO 48667	\$99.70
		03-126471		WHEEL CHG VEH 1208 WO 48668	\$99.70
		03-126472		WHEEL CHG VEH 1108 WO 48669	\$99.70



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TIRE FACTORY INC		03-126473	252447	WHEEL CHG VEH 1206 WO 48670	\$99.70
		03-126474		WHEEL CHG VEH 2412 WO 48671	\$99.70
		03-126475		WHEEL CHG VEH 1202 WO 48672	\$99.70
		03-126476		WHEEL CHG VEH 2443 WO 48673	\$99.70
		03-126477		WHEEL CHG VEH 1104 WO 48674	\$99.70
		03-126478		WHEEL CHG VEH 1209 WO 48675	\$99.70
		03-126479		WHEEL CHG VEH 1204 WO 48676	\$99.70
		03-126480		WHEEL CHG VEH 2411 WO 48677	\$99.70
		03-126481		WHEEL CHG	\$99.70
		03-126482		WHEEL CHG VEH 1211 WO 48679	\$99.70
		03-126483		WHEEL CHG VEH 2314 WO 48680	\$99.70
		03-126484		TIRES VEH 3305 WO 48737	\$1,090.53
		03-126502	252674	TIRES VEH 1203 WO 48767	\$814.07
		03-126503	252447	WHEEL CHG VEH 2440 WO 48689	\$99.70
		03-126504		WHEEL CHG VEH 1205 WO 48688	\$99.70
		03-126505		FLAT REPAIR VEH 3204 WO 48739	\$135.48
		03-126506		FLAT REPAIR VEH 3205 WO 48740	\$142.00
		03-126515	252674	FLAT REPAIR VEH 6594 WO 48809	\$81.21
		03-126521	252447	TPMS VEH 1204 WO 48753	\$56.96
		03-126559		TIRES VEH 3312 WO 48746	\$4,542.07
		03-126560		WHEEL SWITCH VEH 3337 WO 48745	\$95.57
		03-126561		WHEEL SWITCH VEH 3339 WO 48744	\$95.57
		03-126562		WHEEL SWITCH VEH 3296 WO 48743	\$95.57
		03-126563		WHEEL SWITCH VEH 3320 WO 48742	\$95.57
		03-126564		WHEEL SWITCH VEH 3315 WO 48741	\$95.57
		03-126565		TIRES VEH 3284 WO 48752	\$1,306.39
		03-126568		TUBES VEH 9500 WO 48755	\$166.07
		03-126631	252674	TIRES VEH 1106 WO 48768	\$814.07
		03-126632		WHEEL CHG VEH 2452 WO 48769	\$99.70
		03-126633		SVC CALL VEH 3204 WO 48766	\$163.99
		03-126680		TIRES VEH 3311 WO 48812	\$2,308.75
		03-126681		WHEEL SWITCH VEH 3203 WO 48811	\$325.80
		03-126697		TPMS VEH 1382 WO 48808	\$56.96
		03-126716		SVC CALL VEH 3240 WO 48807	\$163.99
		03-126744		TIRES VEH 3323 WO 48664	\$212.23
		03-126749		REPAIR VEH 2437 WO 48851	\$22.75
		03-126760		SERVICE CALL VEH 4117 WO 48856	\$206.83
		03-126846	252788	SVC CALL VEH 6000 WO 48895	\$139.28
TITAN TRUCK EQUIPMENT		1176957	252675	NERF STEPS VEH 2461	\$751.77
		1187722	252451	GLASS FILLER VEH 2468 WO 48396	\$127.62
TOM DENCHEL FORD		57336	252452	PUMP VEH 5040 WO 48574	\$205.25



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TOM DENCHEL FORD		57337	252452	ELEMENT VEH 5040 WO 48536	\$117.73
		57470	252789	BRAKE PAD VEH 3326 WO 48731	\$85.98
		57477	252564	HINGE VEH 5045 WO 48715	\$57.53
		57556	252676	COVER VEH 2441 WO 48794	\$13.13
		57584		GLOVEBOX VEH 2412 WO 48662	\$298.91
		57626	252789	BATTERY VEH 5043 WO 48576	\$258.47
		F1CS324790	252676	ELEMENT VEH 2442 WO 48784	\$19.31
		F1CS325514		BULBS VEH 2445 WO 48835	\$13.21
TRI CITIES BATTERY & AUTO REPAIR		122052	252453	CABLE VEH 5047 WO 48400	\$599.43
		122053		SMART CHARGE VEH 2399 WO 48002	\$80.58
		122081	252677	BATTERY VEH 0800 WO 48798	\$146.60
TRUCKPRO HOLDING CORPORATION		16 041438	252456	U JOINTS VEH 3333 WO 48405	\$354.51
TWIN CITY METALS INC		102213	252569	VEH 3402 WO 48712	\$116.31
US LINEN & UNIFORM		2058983-00	252792	UNIFORM SERVICES	\$80.82
		2062684-00		UNIFORM SERVICES	\$80.82
		2066393-00		UNIFORM SERVICES	\$80.82
		2070052-00		UNIFORM SERVICES	\$80.82
		2073737-00		UNIFORM SERVICES	\$80.82
				UNIFORM SERVICES	\$80.82
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$38.70
	P058542			Verizon Wireless Charges Octob	\$250.07
WESTERN PETERBILT INC		H279418	252689	PAD/BUSHING VEH 3312 WO 47594	\$73.38
		H283176		SENSOR VEH 3336 WO 47867	\$72.10
		H283257		SWITCH VEH 3283 WO 48186	\$14.87
		H286027		HANDLE VEH 3203 WO 48729	\$303.75
		H286094		LATCH VEH 3203 WO 48729	\$59.07
		H286146		VALVE VEH 3296 WO 48848	\$133.13
		PA25731 CREDIT		REPAIR VEH 3335 CREDIT	(\$957.15)
		PA26229		REPAIR VEH 3332 WO 48048	\$368.32
				REPAIR VEH 3332 WO 48048	\$368.32
WESTERN STATES EQUIPMENT COMPANY		CM00039366	252464	PUMP RETURN VEH 3312	(\$1,023.20)
		IN000499304		DIAG HYD SYS VEH 7090 WO 48686	\$654.37
		IN000501328		COUPLING VEH 3315 WO 48508	\$110.34
		IN000501372		PLUG VEH 3267 WO 48358	\$151.21
		IN000502492		PLUG VEH 3267 WO 48358	\$33.19
		IN000503389	252574	SERVICE VEH 7130 WO 48762	\$1,569.01
		IN000503398		MNTC VEH 7138 WO 48763	\$1,580.61
		IN000503404		SERVICE VEH 7131 WO 48764	\$1,066.73
		IN000503412		SERVICE VEH 7123 WO 48761	\$1,527.18
		IN000509537	252690	HEATER HOSE VEH 7130 WO 48791	\$503.36
		IN000509539		HEATER VEH 7123 WO 48792	\$402.69
		IN000513870	252800	TEMP SENSOR VEH 7131 WO 48882	\$1,121.38
		IN000518557		BATTERY VEH 6577 WO 48834	\$512.07
				BATTERY VEH 6577 WO 48834	\$512.07



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESTERN SYSTEMS & FABRICATION INC		21169	252465	TUBE VEH 3280 WO 48541	\$500.24
		21171		ELEMENT VEH 3315 WO 48508	\$172.82
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$71.51
EQUIPMENT MAINTENANCE TOTAL ****					\$123,081.81
EQUIPMENT MAINTENANCE FUND Total ***					\$123,081.81
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
PROFESSIONAL SALES AND SERVICE LC	P057755	26308-327	252425	SALES TAX	\$20,584.00
	P057755			ONE (1) NEW 2017 HORTON 603 TY	\$239,351.00
SHERMAN & REILLY INC	P058376	26133	252437	ONE (1) NEW 2017 OVERHEAD	\$68,400.00
	P058377	26143		ONE (1) NEW 2017 UNDERGROUND	\$189,060.00
	P058376	26157		SERVICE STRIKE FORCE	\$1,995.00
	P058377	26158		SERVICE STRIKE FORCE	\$1,995.00
EQUIPMENT REPLACEMENT TOTAL ****					\$521,385.00
EQUIPMENT REPLACEMENT FUND Total ***					\$521,385.00
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		ARIN078072	252470	ASBUILTS	\$17.92
		ARIN078330	252696	PLOTTER PAPER	\$239.35
DESKINS, JOHN		17-499 DESKINS	252496	17-499 TRAFFIC SIGNAL SEMIN	\$474.97
FEDERAL EXPRESS CORP		6-005-53201	252731	SHIPPING-NOV 2017	\$19.88
IMT INC		9138	252627	W VILLAGE PH 1 TESTING M16472	\$219.50
		9139		WESTCLIFFE PH16 TESTING M16706	\$213.50
		9149		WILLOWBROOK #2 PHASE M17131	\$598.00
		9153		GREYHAWK PH2 TESTING M17159	\$213.50
		9192		SANDPIPER 2 M17355	\$647.00
PERFECT IMAGE		8514	252652	PHOTOS/SLIDES CD TO DVD	\$105.34
TRANSPORTATION PROFESSIONAL CERTIFICATION		2017 DESKINS	252565	11/24/17-11/24/20 PTOE CERT	\$275.00
VERIZON WIRELESS	P058542	9795341065	252683	Verizon Wireless Charges Octob	\$479.54
XO HOLDINGS LLC DBA		0297779197	252468	PHONE CHARGES 11/01-11/30/17	\$192.84
PW ADMIN & ENGINEERING TOTAL ****					\$3,696.34
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$3,696.34
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2225931	252715	DECEMBER 2017 ASO CHARGES	\$15,416.45
MAGELLAN BEHAVIORAL HEALTH		DEC 2017	252639	EAP PREMIUMS-DECEMBER	\$709.24



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MERCER (US) INC	P057474	102210003441	252410	PROVIDE BENEFITS CONSULTING AN	\$7,083.33
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$23,209.02
HEALTH CARE/BENEFITS PLAN Total ***					\$23,209.02
FUND 522	POST EMP HEALTHCARE PLAN				
Division:	224	POST EMPLOYMENT BENEFITS PRGM			
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2225931	252715	DECEMBER 2017 ASO CHARGES	\$1,148.00
POST EMPLOYMENT BENEFITS PRGM TOTAL ****					\$1,148.00
POST EMP HEALTHCARE PLAN Total ***					\$1,148.00
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		DECEMBER 2017	252581	MEDICARE PREMIUM/BAKER	\$108.00
BENTON COUNTY FIRE DIST 1		2017-48	252350	FIRE PENSION OCTOBER 2017	\$690.83
BOWLS, DAVID		DECEMBER 2017	252586	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			252588	MEDICARE PREMIUM/CANFIELD	\$107.00
CARRICK, HENRY			252589	MEDICARE PREMIUM/CARRICK	\$104.90
CLARK, FRANK M			252595	MEDICARE PREMIUM/CLARK	\$104.90
DOWNES, DANNY			252606	MEDICARE PREMIUM/DOWNES	\$134.00
ELIASON, CURTIS			252608	MEDICARE PREMIUM/ELIASON	\$109.00
ESTY, RAYMOND J			252611	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			252616	MEDICARE PREMIUM/FERRIANS	\$109.00
HOUCHIN, EARL			252625	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			252631	MEDICARE PREMIUM/JOHNSON	\$105.00
JONES, HAROLD			252632	MEDICARE PREMIUM/JONES	\$104.90
KEYS, JACK D			252634	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			252635	MEDICARE PREMIUM/LAHTI	\$104.90
MITCHELL, RAYMOND L			252641	MEDICARE PREMIUM/MITCHELL	\$107.00
MURRAY, DAVID			252644	MEDICARE PREMIUM/MURRAY	\$104.90
MYERS, EDWARD A			252645	MEDICARE PREMIUM/MYERS	\$107.00
OWEN, MICHAEL			252649	MEDICARE PREMIUM/OWEN	\$104.90
POLLARD, JAMES			252654	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			252661	MEDICARE PREMIUM/RONEY	\$106.00
SIEMENS, DONALD			252663	MEDICARE PREMIUM/SIEMENS	\$107.00
WEST, ROYAL			252687	MEDICARE PREMIUM/WEST	\$106.00
WILLIAMSON, CRAIG E			252692	MEDICARE PREMIUM/WILLIAMSON	\$105.00
FIRE PENSION TOTAL ****					\$3,183.83
FIREMAN'S PENSION Total ***					\$3,183.83
FUND 641	SOUTHEAST COMMUNICATIONS CTR				



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 600	SECOMM OPERATIONS GENERAL				
CENTURYLINK		1117/509-786-2112	252359	GENERAL 11/6-12/5/17	\$94.62
		1117-509-624-3863	252483	GENERAL 11/16-12/16/17	\$7.32
CHARTER COMMUNICATIONS		1117-180070706114	252593	CABLE SERVICE 11/30-12/29/17	\$56.91
FRONTIER		12/17 2061881060	252500	GENERAL 11/19-12/18/17	\$205.27
GEORGE, JORDAN		111317	252733	REIMB MEETING EXPENSE	\$117.79
HARRINGTON'S TROPHIES		77490	252397	ENGRAVING FOR DISPATCHER BOARD	\$86.75
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$1,364.72
SPRAGUE PEST SOLUTIONS		3345282	252556	NOVEMBER 2017 MONTHLY SERVICE	\$44.21
VANGUARD CLEANING SYSTEM OF INLAND NW		73722	252681	BCES JANITORIAL SRVCS-DEC	\$375.00
VERIZON WIRELESS		9795766628	252460	BCES CELL PHONES 11/7-12/06/17	\$463.56
SECOMM OPERATIONS GENERAL TOTAL ****					\$2,816.15
Division: 601	E911 OPERATIONS				
CITY OF RICHLAND		17-413 HUSA	252487	17-413 HEXAGON PSUG CONFERE	\$618.08
		17-442 DEGRAAF	252717	17-442 2017 HEXAGON PSUG CO	\$662.08
DE GRAAF, DOUGLAS			252725	17-442 2017 HEXAGON PSUG CO	\$86.59
HUSA, E. IVAR		17-413 HUSA	252506	17-413 HEXAGON PSUG CONFERE	\$44.37
VERIZON WIRELESS		9795766628	252460	BCES CELL PHONES 11/7-12/06/17	\$147.50
E911 OPERATIONS TOTAL ****					\$1,558.62
SOUTHEAST COMMUNICATIONS CTR Total ***					\$4,374.77
FUND 642	800 MHZ PROJECT				
Division: 610	800 MHZ				
BENTON PUD	P058526	897	252352	3RD QTR RATTLESNAKE LEASE	\$1,531.68
KLICKITAT COUNTY PUD		10/17-69552623	252407	GOLGATHA UTILITIES 10/02-10/31	\$253.32
LEGACY POWER SYSTEMS	P058524	33586	252408	GENERATOR INSPECTION SERVICE -	\$792.78
	P058524			GENERATOR INSPECTION SERVICE -	\$393.13
	P058524			GENERATOR INSPECTION SERVICE -	\$792.78
	P058524			GENERATOR INSPECTION SERVICE -	\$914.41
	P058524			GENERATOR INSPECTION SERVICE -	\$792.78
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$1,364.72
800 MHZ TOTAL ****					\$6,835.60
800 MHZ PROJECT Total ***					\$6,835.60
FUND 643	EMERGENCY MANAGEMENT				
Division: 620	STATE / LOCAL ASSISTANCE				
CHARTER COMMUNICATIONS		1117-180070706114	252593	CABLE SERVICE 11/30-12/29/17	\$56.91
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$341.18
SPRAGUE PEST SOLUTIONS		3345282	252556	NOVEMBER 2017 MONTHLY SERVICE	\$11.05
VANGUARD CLEANING SYSTEM OF INLAND NW		73722	252681	BCES JANITORIAL SRVCS-DEC	\$62.50



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS		9795766628	252460	BCES CELL PHONES 11/7-12/06/17	\$99.03
STATE / LOCAL ASSISTANCE TOTAL ****					\$570.67
Division: 621	RADIOLOGICAL EMGCY PREPAREDNES				
CALVERT, BRIAN		17-490 CALVERT	252709	17-490 PLANNING ISSUE RESOL	\$337.24
CHARTER COMMUNICATIONS		1117-180070706114	252593	CABLE SERVICE 11/30-12/29/17	\$56.91
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$341.18
SPRAGUE PEST SOLUTIONS		3345282	252556	NOVEMBER 2017 MONTHLY SERVICE	\$11.05
VANGUARD CLEANING SYSTEM OF INLAND NW		73722	252681	BCES JANITORIAL SRVCS-DEC	\$62.50
VERIZON WIRELESS		9795766628	252460	BCES CELL PHONES 11/7-12/06/17	\$99.01
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$907.89
Division: 622	DOE EMERGENCY PREPAREDNESS				
CHARTER COMMUNICATIONS		1117-180070706114	252593	CABLE SERVICE 11/30-12/29/17	\$56.91
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$341.18
SPRAGUE PEST SOLUTIONS		3345282	252556	NOVEMBER 2017 MONTHLY SERVICE	\$11.05
VANGUARD CLEANING SYSTEM OF INLAND NW		73722	252681	BCES JANITORIAL SRVCS-DEC	\$62.50
VERIZON WIRELESS		9795766628	252460	BCES CELL PHONES 11/7-12/06/17	\$99.01
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$570.65
Division: 623	JURISIDICITION				
CHARTER COMMUNICATIONS		1117-180070706114	252593	CABLE SERVICE 11/30-12/29/17	\$56.91
SMARSH, INC.	P058563	INV00287036	252782	SMARSH SOCIAL BUNDLE, WEB	\$341.18
SPRAGUE PEST SOLUTIONS		3345282	252556	NOVEMBER 2017 MONTHLY SERVICE	\$11.05
VANGUARD CLEANING SYSTEM OF INLAND NW		73722	252681	BCES JANITORIAL SRVCS-DEC	\$62.50
JURISIDICITION TOTAL ****					\$471.64
EMERGENCY MANAGEMENT Total ***					\$2,520.85
FUND 644	MICRO-WAVE				
Division: 611	MICROWAVE				
BENTON PUD	P058526	897	252352	3RD QTR RATTLESNAKE LEASE	\$1,531.68
MICROWAVE TOTAL ****					\$1,531.68
MICRO-WAVE Total ***					\$1,531.68
FUND 803	UTILITY BILL CLEARING FUND				
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14613	252518	Customer Refund	\$140.54
		CISPAY14614	252563	Customer Refund	\$406.24
		CISPAY14615	252550	Customer Refund	\$5.51
		CISPAY14616	252555	Customer Refund	\$23.43
		CISPAY14617	252511	Customer Refund	\$36.94



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14618	252533	Customer Refund	\$67.17
		CISPAY14619	252570	Customer Refund	\$2.88
		CISPAY14620	252484	Customer Refund	\$20.94
		CISPAY14621	252505	Customer Refund	\$121.40
		CISPAY14622	252478	Customer Refund	\$25.48
		CISPAY14623	252512	Customer Refund	\$80.94
		CISPAY14624	252572	Customer Refund	\$31.62
		CISPAY14625	252481	Customer Refund	\$66.11
		CISPAY14626	252514	Customer Refund	\$73.77
		CISPAY14627	252526	Customer Refund	\$45.75
		CISPAY14628	252516	Customer Refund	\$71.33
		CISPAY14629	252577	Customer Refund	\$65.41
		CISPAY14630	252513	Customer Refund	\$83.35
		CISPAY14631	252520	Customer Refund	\$55.20
		CISPAY14632	252517	Customer Refund	\$57.91
		CISPAY14633	252471	Customer Refund	\$76.33
		CISPAY14634	252548	Customer Refund	\$105.18
		CISPAY14635	252560	Customer Refund	\$101.96
		CISPAY14636	252509	Customer Refund	\$97.13
		CISPAY14637	252492	Customer Refund	\$407.47
		CISPAY14638	252551	Customer Refund	\$15.99
		CISPAY14639	252553	Customer Refund	\$170.06
				CHECK #251915 REISSUE	\$4.48
			252745	Customer Refund	\$170.06
				CHECK #251915 REISSUE	\$4.48
		CISPAY14640	252786	Customer Refund	\$3.80
		CISPAY14641	252794	Customer Refund	\$4.07
		CISPAY14642	252749	Customer Refund	\$27.56
		CISPAY14643	252765	Customer Refund	\$68.40
		CISPAY14644	252801	Customer Refund	\$79.36
		CISPAY14645	252759	Customer Refund	\$111.65
		CISPAY14646	252700	Customer Refund	\$124.22
		CISPAY14647	252706	Customer Refund	\$95.05
UNASSIGNED TOTAL ****					\$3,149.17
UTILITY BILL CLEARING FUND Total ***					\$3,149.17



City Of Richland

VL-1 Voucher Listing

From: 11/27/2017 To: 12/8/2017

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$4,383,199.25

Number of Invoices

Amount

Vouchers In Richland	322	\$89,947.09
Vouchers In Tri Cities	149	\$2,003,056.47
Vouchers In WA	265	\$334,283.86
Vouchers Outside WA	495	\$1,955,911.83
Vouchers Final Total.....	1231	\$4,383,199.25

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$36,756.05	0.84%
3	SUPPLIES	\$269,207.69	6.14%
4	OTHER SERVICES & CHARGES	\$1,102,105.71	25.14%
5	INTERGOVERNMENTAL SERVICES	\$25,792.58	0.59%
6	CAPITAL PROJECTS	\$2,319,558.40	52.92%
	MACHINERY & EQUIPMENT	\$554,656.12	12.65%
	REFUNDS	\$3,149.17	0.07%
9	INTERFUND SERVICES	\$3,610.99	0.08%
	INVENTORY PURCHASES	\$68,362.54	1.56%
	Total	\$4,383,199.25	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Tabled Business

Key Element: Key 3 - Economic Vitality

Subject:

Ordinance No. 48-17, Amending RMC Title 23: Zoning Regulations to add Vehicle-Based Food Vendors - Second Reading and Passage

Department:

Community & Development Services

Ordinance/Resolution Number:

48-17

Document Type:

Ordinance

Recommended Motion:

Give second reading and approve Ordinance No. 48-17, amending Title 23: Zoning Regulations of the Richland Municipal Code regulating the operation of vehicle-based food service.

Summary:

The Economic Development Committee has recommended that the City revise its zoning regulations to provide for vehicle-based food vendors (food trucks) to operate in the City's commercial and business zoning districts. Under the City's existing regulations, food trucks are allowed to operate only in the C-3 General Business district.

The Planning Commission held a public hearing on October 25, 2017 to consider these code amendments, and voted unanimously to recommend their adoption. If approved, the code amendments would provide for the operation of food trucks subject to compliance with operating standards intended to protect public health and safety.

This item was also reviewed by the City Council at a previous workshop.

This item was tabled at the December 5, 2017 council meeting to give staff an opportunity to provide Council with additional information. Responses to Council questions are available in the memo attached to this staff report.

Staff recommends approval of Ordinance No. 48-17 for second reading and passage.

Fiscal Impact:

None.

Attachments:

1. Ordinance No. 48-17
2. Staff Report to Planning Commission
3. December 11, 2017 Memo to Council

ORDINANCE NO. 48-17

AN ORDINANCE of the City of Richland Amending
Title 23: Zoning Regulations of the Richland Municipal Code
regarding the operation of vehicle-based food service.

WHEREAS, the City of Richland has observed the desire for vehicle-based food vendors in the City, and at present regulates this operation only through general statutes related to outdoor sales; and

WHEREAS, the City recognizes that a number of vehicle-based food vendors have created successful brick-and-mortar restaurants in the City of Richland's Central Business District; and

WHEREAS, vehicle-based food vendors support start-up food service enterprises and enhance the diversity of Richland's restaurant offerings to residents and visitors alike; and

WHEREAS, amendments to the Richland Municipal Code (RMC) will ensure that siting and operation of vehicle-based food vendors is compatible with adjacent commercial activities, and that the City's existing business activities and efforts support continued positive trends in micro-economic development.

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

Section 1. Richland Municipal Code Chapter 23.06, entitled Definitions, is hereby amended as follows:

Chapter 23.06
DEFINITIONS

Sections:

- 23.06.010 Definitions – Introductory.**
- 23.06.020 Accessory apartment unit.**
- 23.06.025 Accessory dwelling unit.**
- 23.06.027 Adult family home.**
- 23.06.030 Adult use establishment.**
- 23.06.035 Agriculture.**
- 23.06.040 Airport commercial.**
- 23.06.045 Airport industrial.**
- 23.06.050 Alley.**
- 23.06.053 Amendment.**
- 23.06.055 Animal shelter.**
- 23.06.065 Apparel and accessory stores.**
- 23.06.070 Apartment.**

23.06.071 Apartment, studio.
23.06.075 Arcade.
23.06.080 Area of special flood hazard.
23.06.085 Art galleries.
23.06.090 Assisted living facility.
23.06.095 Auto parts sales.
23.06.100 Automobile repair.
23.06.105 Automobile service station.
23.06.110 Automobile wrecking.
23.06.115 Base flood.
23.06.117 Basement.
23.06.120 Bed and breakfast.
23.06.125 Block front.
23.06.130 Book, stationery and art supply store.
23.06.135 Building.
23.06.140 Building, accessory.
23.06.145 Building, main.
23.06.150 Building, hardware and garden supply store.
23.06.155 Bus station.
23.06.160 Bus terminal.
23.06.165 Bus transfer station.
23.06.170 Cafeteria.
23.06.175 Car wash.
23.06.180 Carport.
23.06.185 Cemetery.
23.06.190 Church.
23.06.195 City officials and agencies.
23.06.200 Cinema.
23.06.205 Clinic.
23.06.210 Club or fraternal societies.
23.06.215 Commercial recreation.
23.06.217 Concessionaire.
23.06.220 Convention center.
23.06.225 Contractors' offices and shops.
23.06.230 Contractors' yards.
23.06.235 Court.
23.06.240 Cultural institution.
23.06.245 Day care center.
23.06.250 Delicatessen.
23.06.255 Department store.
23.06.260 Dependent recreational vehicle.
23.06.265 Designated manufactured home.
23.06.270 Development.
23.06.275 District.
23.06.280 Dormitories, fraternities and sororities.
23.06.285 Drinking establishment.

23.06.290 Drive-through.
23.06.295 Drug store/pharmacy.
23.06.300 Dwelling, one-family attached.
23.06.305 Dwelling, one-family detached.
23.06.310 Dwelling, two-family detached.
23.06.315 Dwelling, multiple-family.
23.06.320 Dwelling unit.
23.06.325 Electronic equipment stores.
23.06.330 Essential public facilities.
23.06.335 Equipment rental.
23.06.340 Family.
23.06.345 Family day care home.
23.06.350 Farming of land.
23.06.355 Fence.
23.06.360 Financial institution.
23.06.365 Flood or flooding – Flood Insurance Rate Map (FIRM) – Flood Insurance Study.
23.06.370 Florist.
23.06.375 Food stores.
23.06.380 Food wagon.
23.06.385 Fuel station/mini-mart.
23.06.390 Funeral establishment.
23.06.395 Furniture, home furnishings, and appliance stores.
23.06.400 General service businesses.
23.06.405 Grade plane.
23.06.410 Gross floor area.
23.06.415 Guest room.
23.06.420 Habitable floor.
23.06.425 Hazardous waste.
23.06.430 Hazardous waste storage.
23.06.435 Hazardous waste treatment.
23.06.440 Hazardous waste treatment and storage facilities, off site.
23.06.445 Hazardous waste treatment and storage facilities, on site.
23.06.450 Hedge.
23.06.455 Height of building.
23.06.460 Hog farm.
23.06.465 Home occupations.
23.06.470 Health/fitness center.
23.06.475 Health/fitness facility.
23.06.477 Health spa.
23.06.480 Homeless shelter.
23.06.485 Hospital.
23.06.490 Hospital or clinic for large animals.
23.06.495 Hospital or clinic for small animals.
23.06.500 Hot tub.
23.06.505 Hotel.

23.06.510 House-banked card room.
23.06.515 Junkyard.
23.06.520 Kennel, commercial.
23.06.525 Landscaping.
23.06.530 Landscaping material sales.
23.06.535 Large livestock farming.
23.06.540 Lattice tower.
23.06.545 Laundry, self-service.
23.06.550 Laundry/dry cleaning, retail.
23.06.552 Laundry/dry cleaning, neighborhood.
23.06.555 Laundry/dry cleaning, commercial.
23.06.560 Livestock feed lot.
23.06.565 Lot.
23.06.567 Lot area.
23.06.570 Lot, corner.
23.06.572 Lot, interior.
23.06.575 Lot line, front.
23.06.577 Lot line, rear.
23.06.580 Lot line, side.
23.06.582 Lot depth.
23.06.584 Lot width.
23.06.586 Lowest floor.
23.06.587 Lumberyard.
23.06.590 Macrofacility.
23.06.595 Mailing services.
23.06.600 Manufactured home.
23.06.605 Manufactured home lot, park, and stand.
23.06.610 Manufacturing, general.
23.06.615 Manufacturing, heavy.
23.06.617 Manufacturing, light.
23.06.620 Manufacturing use.
23.06.625 Marinas.
23.06.630 Marine equipment rentals.
23.06.635 Marine gas sales.
23.06.640 Master plan.
23.06.645 Microbrewery.
23.06.650 Microfacility.
23.06.655 Mini-warehouse.
23.06.660 Mobile home.
23.06.665 Monopole.
23.06.670 Motel.
23.06.675 Nursing home or rest home.
23.06.680 Nursery, plant.
23.06.685 Office – Corporate.
23.06.687 Office – Consulting services.
23.06.690 Office – General.

23.06.695 Office – Research and development.
23.06.700 Office supply store.
23.06.705 Outdoor advertising sign.
23.06.710 Outdoor advertising structure.
23.06.715 Outdoor storage.
23.06.720 Parking lot.
23.06.725 Parking space, automobile (off street).
23.06.728 Parking structure.
23.06.730 Pasture.
23.06.732 Patio.
23.06.735 Pawn shop.
23.06.740 Pen.
23.06.745 Personal loan business.
23.06.750 Personal services business.
23.06.755 Pet shop and pet supply store.
23.06.760 Photo processing, copying and printing services.
23.06.765 Pool, private.
23.06.770 Pool, public.
23.06.775 Pool, semi-public.
23.06.777 Porch.
23.06.780 Portable food vendor.
23.06.785 Poultry farm.
23.06.790 Public agency building.
23.06.792 Public agency facility.
23.06.795 Radio and television studio.
23.06.797 Reclassification.
23.06.800 Recreational club.
23.06.802 Recreational vehicle.
23.06.805 Recreational vehicle campground.
23.06.807 Recreational vehicle park.
23.06.809 Recreational vehicle space.
23.06.810 Restaurant.
23.06.817 Sales, retail.
23.06.820 Sales, wholesale.
23.06.825 Sanitary station or sanitary dumping station.
23.06.830 School.
23.06.832 School, alternative.
23.06.833 School, commercial.
23.06.834 School, trade.
23.06.835 Secondhand/consignment store.
23.06.840 Senior housing.
23.06.845 Sensitive land uses.
23.06.850 Small livestock farming.
23.06.855 Specialty retail store.
23.06.860 Specified anatomical areas.
23.06.862 Specified sexual activities.

23.06.865	Stable, private.
23.06.867	Stable, public.
23.06.870	Stock-in-trade.
23.06.875	Story.
23.06.880	Street.
23.06.885	Structure.
23.06.888	Substantial damage.
23.06.890	Substantial improvement.
23.06.895	Theater.
23.06.900	Towing, vehicle impound lots.
23.06.905	Travel trailer.
23.06.910	Truck terminal.
23.06.915	Use – Permitted.
23.06.920	Use – Accessory (secondary).
23.06.925	Use – Nonconforming.
23.06.930	Use – Special.
23.06.935	Variance.
<u>23.06.937</u>	<u>Vehicle-based food service.</u>
23.06.940	Vehicle leasing and rentals.
23.06.945	Vehicle sales.
23.06.950	Video rental store.
23.06.955	Warehousing and wholesale trade.
23.06.960	Warehousing, storage and distribution.
23.06.965	Wholesale use.
23.06.970	Wineries – Production.
23.06.972	Wineries – Tasting room.
23.06.975	Yard.
23.06.980	Yard, front.
23.06.983	Yard, rear.
23.06.985	Yard, side.

23.06.937 Vehicle-based food service.

“Vehicle-based food service” means the vending of food and/or beverages from a large vehicle that is equipped to both cook and sell food, and that is capable of being moved from place to place as provided in RMC 23.42.325.

Section 2. Chapter 23.22 of the Richland Municipal Code, entitled Commercial use districts permitted land uses, as last amended by Ordinance No. 32-11, is hereby amended as follows:

23.22.030 Commercial use districts permitted land uses.

In the following chart, land use classifications are listed on the vertical axis. Zoning districts are listed on the horizontal axis.

A. If the symbol “P” appears in the box at the intersection of the column and row, the use is permitted, subject to the general requirements and performance standards required in that zoning district.

B. If the symbol “S” appears in the box at the intersection of the column and row, the use is permitted subject to the special use permit provisions contained in Chapter 23.46 RMC.

C. If the symbol “A” appears in the box at the intersection of the column and the row, the use is permitted as an accessory use, subject to the general requirements and performance standards required in the zoning district.

D. If a number appears in the box at the intersection of the column and the row, the use is subject to the general conditions and special provisions indicated in the corresponding note.

E. If no symbol appears in the box at the intersection of the column and the row, the use is prohibited in that zoning district.

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Agricultural Uses								
Raising Crops, Trees, Vineyards								P
Automotive, Marine and Heavy Equipment								
Automotive Repair – Major				P				
Automotive Repair – Minor		P	P	P	S			
Automotive Repair – Specialty Shop		S	P	P	S			
Automobile Service Station		P ¹	P ¹	P ¹	S ¹			
Auto Part Sales		P	P	P	S			
Boat Building				P				
Bottling Plants				P				P ²⁸
Car Wash – Automatic or Self-Service		P ²	P ²	P ²	S ²			
Equipment Rentals			P	P				
Farm Equipment and Supplies Sales				P				
Fuel Station/Mini Mart	S	P	P	P	P			
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	

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Marine Repair				P		P	P	
Towing, Vehicle Impound Lots				S ³				
Truck Rentals			P	P				
Truck Stop – Diesel Fuel Sales			S	P				
Truck Terminal				P				
Vehicle Leasing/Renting			P ⁴	P	S ⁴			
Vehicle Sales			P ⁴	P	S ⁴			
Warehousing, Wholesale Use				P				
Business and Personal Services								
Animal Shelter				S ⁵				
Automatic Teller Machines	P	P	P	P	P	P		P
Commercial Kennel				P ⁵				
Contractors' Offices		P	P	P	P			
Funeral Establishments			P	P				
General Service Businesses	A	P	P	P	P	P		
Health/Fitness Facility	A	P	P	P	P	A	P	
Health/Fitness Center			P	P	P		P	
Health Spa		P	P	P	P	P		P
Hospital/Clinic – Large Animal				S ⁵				
Hospital/Clinic – Small Animal			S ⁵	P ⁵	P			
Laundry/Dry Cleaning, Com.				P	P ²⁹			
Laundry/Dry Cleaning, Neighborhood		P	P	P	P			
Laundry/Dry Cleaning, Retail	P	P	P	P	P	P		
Laundry – Self-Service		P	P	P	P			
Mini-Warehouse				P ⁶				
Mailing Service	P	P	P	P	P	P		
Personal Loan Business	P	P	P	P	P			
Personal Services Businesses	A	P	P	P	P	P		
Photo Processing, Copying and Printing Services	P	P	P	P	P	P		

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
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
Restaurants/Sit Down	A	P	P	P	P	P	P	P
Restaurants/Take Out		P	P	P	P	P		P
Restaurants with Entertainment/Dancing Facilities		P ⁷	P	P	P	P	P	P
Vehicle-Based Food Service		P³⁰	P³⁰	P³⁰	P³⁰	P³⁰		
Wineries – Tasting Room		P ⁷	P	P	P	P	P	P
Industrial/Manufacturing Uses								
Laundry and Cleaning Plants				P				P ²⁸
Light Manufacturing Uses				P				P ²⁸
Warehousing and Distribution Facilities				P				P ²⁸
Wholesale Facilities and Operations				P				P ²⁸
Wineries – Production				P				P
Office Uses								
Financial Institutions	P	P/S ²²	P	P	P/S ²²	P		
Medical, Dental and Other Clinics	P	P	P	P	P	P		
Newspaper Offices and Printing Works			P	P	P			
Office – Consulting Services	P	P	P	P	P	P		P ²⁸
Office – Corporate	P		P	P	P	P		P ²⁸

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Office – General	P	P	P	P	P	P		P ²⁸
Office – Research and Development	P		P	P	P			P ²⁸
Radio and Television Studios			P	P	P			
Schools, Commercial	P		P	P	P	P		
Schools, Trade			P	P	P			P ²⁸
Travel Agencies	P	P	P	P	P	P		
Public/Quasi-Public Uses								
Churches	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P	P ¹⁰		
Clubs or Fraternal Societies	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰	P ¹⁰		
Cultural Institutions	P ¹⁰	P ¹⁰	P ¹⁰		P ¹⁰	P ¹⁰		P ¹⁰
General Park O&M Activities	P	P	P	P	P	P	P	P
Hospitals	P		P	P	P			
Homeless Shelter				P				
Passive Open Space Use	P	P	P	P	P	P	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Agency Buildings	P	P	P	P	P	P	P	
Public Agency Facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Public Campgrounds				S			S	
Public Parks	P	P	P	P	P		P	P
Schools	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²	P ¹²		
Schools, Alternative	P ¹³	P ¹³	P ¹³	P ¹³	P ¹³			
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P	P	P	P	P	P	P
Trail Head Facilities	P	P	P	P	P	P	P	P
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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Arcades		P	P	P	P	P	P	
Boat Mooring Facilities						P	P	
Cinema, Indoor			P	P	P	P	P	
Cinema, Drive-In			P	P				
Commercial Recreation, Indoor		S ⁷	P	P	P	P	P	
Commercial Recreation, Outdoor			P	P		P	P	
House Banked Card Rooms				P ¹⁴	P ¹⁴	P ¹⁴	P ¹⁴	
Recreational Vehicle Campgrounds				S ¹⁵			S ¹⁵	
Recreational Vehicle Parks				S ¹⁶			S ¹⁶	
Stable, Public				S ¹⁷				
Theater		P ⁷	P	P	P	P	P	P
Residential Uses								
Accessory Dwelling Unit		A	A	A	A	A		A
Apartment, Condominium (3 or more units)	P		P ¹⁸		P	P		
Assisted Living Facility	P		P		P ¹⁸	P		
Bed and Breakfast	P	P	P	P	P	P	P	P
Day Care Center	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹	P ¹⁹		
Dormitories, Fraternities, and Sororities	P				P	P		
Dwelling, One-Family Attached						P ²⁵		
Dwelling, Two-Family Detached						P		
Dwelling Units for a Resident Watchman or Custodian				A				P ²⁸
Family Day Care Home	P ¹⁹					P ¹⁹		
Houseboats						P	P	
Hotels or Motels	P		P	P	P	P	P	P
Nursing or Rest Home	P		P		P ¹⁸	P		
Recreational Club	A				A	A		

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

Land Use	C-LB	C-1	C-2	C-3	CBD	WF	CR	CW
Bus Transfer Station	P		P	P	P		P	
Cemetery	P		P	P				
Community Festivals and Street Fairs	P	P	P	P	P	P	P	P
Convention Center	P		P	P	P	P	P	
Micro- and Macro-Antennas	P	P	P	P	P	P	P	P
Monopole			S ²³	P/S ²³	S ²³			
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.
- [30. RMC 23.42.325](#)

Section 3. Chapter 23.28.020 of the Richland Municipal Code, entitled Business performance standards and special requirements, as last amended by Ordinance No. 55-15, is hereby amended as follows:

23.28.020 Business performance standards and special requirements.

A. B-RP Business Research. It is the intent of this section that:

1. Uses shall be conducted entirely within enclosed buildings;
2. On- and off-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places;
3. Public pedestrian access around and through a site is encouraged and should include clearly marked travel pathways from the public street, through parking areas, to primary building entries;
4. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to trail systems on adjacent sites; and
5. No more than 15 percent of the total number of acres in the B-RP zone or within a specific business park shall be developed with commercial uses. The applicant proposing a commercial use shall identify the properties that he/she is relying on to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall

submit a written statement to the city signed by the affected property owners consenting to the application for a commercial use.

B. B-RP Residential, Day Care and Preschool Standards.

1. Residential development is permitted in the B-RP zone at an average density of eight dwellings per acre within a business park. Average density shall be determined by a calculation of the total land area (in acres) within a business park that are both developed and proposed for development with residential uses divided by the total number of dwelling units that are both developed and proposed for development. Any residential development approved through a special use permit must maintain a minimum density of six dwelling units per acre. Construction of residential units shall proceed as identified or conditioned in a special use permit approved by the Richland ~~planning commission~~ [hearing examiner](#);

2. Detached single-family dwellings are prohibited unless:

a. Detached single-family dwellings are part of a residential development as approved through the special use permit process, in which no more than 25 percent of the total number of dwelling units approved through the special use permit are detached single-family dwellings; and

b. Detached single-family dwellings are a part of a common maintenance program, such as a homeowners' association, with attached conditions, covenants and restrictions to be approved by the city at the time of development and recorded by deed to run in perpetuity to the individual properties;

3. Dwelling units may be incorporated into a building occupied by a nonresidential use;

4. No more than 20 percent of the total number of acres in the B-RP zone or within a specific business park or master planned area shall be developed exclusively for residential uses. The applicant for a residential use project shall identify the properties that he/she is relying upon to comply with this requirement. In the event that the applicant is relying upon property(ies) that are not under the ownership of the applicant, then the applicant shall submit a written statement from the affected property owners consenting to the application for an exclusive residential use;

5. No site developed exclusively for residential uses shall exceed 10 acres in area;

6. No parcel or parcels of property developed exclusively for residential uses shall be contiguous to any other parcel or parcels of property developed exclusively for residential uses, if the combined total of all contiguous parcels developed exclusively for residential uses exceeds 20 acres in area;

7. Mixed use buildings that contain permitted uses (as identified in RMC 23.28.030) on the main floor of the building and residential uses on the upper floors of the building are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of residential uses in the B-RP zone shall apply;

8. Day care and preschool uses are permitted without regard to subsections (B)(4) through (6) of this section. All other provisions regulating the placement of day care and preschool uses in the B-RP zone shall apply;

9. Residential projects in the B-RP zone shall include provisions to connect with permitted uses in the zone which have the effect of minimizing the need for automotive commutes. Such connections may include shared open space, pedestrian trails, computer and/or communication links between buildings, or other similar features. Residential projects should also be designed to be compatible with the architectural character of existing, adjacent business parks;

10. Parking for residential structures shall be required in addition to any requirement for other permitted uses on the site; and

11. The applicant shall ensure that an emergency response plan is prepared by Benton County emergency services and that such emergency response plan is implemented prior to or simultaneously with the issuance of a certificate of occupancy for a project.

a. Prior to the submittal of a special use permit, the applicant shall consult with Benton County emergency services to determine the following:

i. The specific hazards to residential, day care and/or preschool populations that exist in the vicinity of the project site resulting from existing industrial land uses in the general area. Such hazards shall be determined and assessed through the review of risk management hazard plans that are on file with Benton County emergency services;

ii. The parameters of the emergency services plan that are necessary to support the proposal. Such plan will at a minimum address the following:

(A) Provisions for emergency notification;

(B) Identification of evacuation routes;

(C) Identification of special populations that may reside or be located within the proposed project (small children, seniors, individuals with mobility restrictions, etc.) for identification of specific provisions to address the safety of these special populations;

iii. Identification of any plans for sheltering residential populations during an emergency event and any specific building or site design features to be incorporated into the project to mitigate potential hazards created by nearby industrial facilities; and

iv. Identification of plans to inform the future residents of the residential project of the specific emergency notification procedures and actions that would be taken during an emergency event.

b. Following completion of the consultation process, the applicant shall obtain a written statement from Benton County emergency services that either:

i. Indicates that the proposed project site is located outside of any known hazard area which represents a threat to residential, day care or preschool populations as identified in the risk management plans on file with Benton County emergency services and that the requirement for a specific emergency response plan is waived; or

ii. Identifies the known hazards to residential, day care or preschool populations that are known to exist in or near the project site. Such report shall identify the specific mitigation measures that will be included in the emergency response plan. The applicant shall sign a statement acknowledging and agreeing to the mitigation measures included in the emergency response plan.

iii. The applicant is required to provide any information requested by Benton County emergency services for the preparation of an emergency response plan.

C. B-C Business Commerce. It is the intent of this section that:

1. Uses shall be conducted primarily within enclosed buildings.

2. On-site hazardous waste treatment and storage facilities shall be located a minimum of 300 feet from surface water, residential zones and public gathering places.

3. Development of a trail system through landscaped areas is encouraged and should, where possible, connect to adjoining trail systems and public sidewalks.

4. Uses shall not inflict upon the surrounding properties smoke, dirt, glare, vibrations, or noise beyond the maximum permissible levels hereby established:

a. Vibration. Every use shall be so operated that the ground vibration inherently and recurrently generated from equipment other than vehicles is not perceptible without instruments at any point on or beyond any lot line of the property on which the use is located.

b. Toxic and Noxious Gases. No emission which would be demonstrably injurious to human health, animals or plant life common to the region, on the ground at or beyond any lot line on which the use is located will be permitted. Where such emission could be produced as a result of accident or equipment malfunction, adequate safeguards standard for safe operation in the industry involved shall be taken. This shall not be construed to prohibit spraying of pesticides on public or private property in accordance with state regulations as set forth in WAC Title 173, as codified or as hereinafter amended.

c. Heat, Glare and Humidity (Steam). In the B-C district any activity producing humidity in the form of steam or moist air, or producing heat or glare shall be

carried on in such a manner that the heat, glare or humidity is not perceptible at any lot line on which the use is located. 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 on areas surrounding the B-C district. Artificial lighting shall be hooded or shaded so that direct light of high intensity lamps will not result in glare when viewed from areas surrounding the B-C district.

d. Fire and Explosive Hazards. The storage, manufacture, use, or processing of flammable liquids or materials which produce flammable or explosive vapors or gases shall be permitted in accordance with the regulations of the fire prevention code and the building code of the city of Richland as set forth in the International Building Code and International Fire Code as adopted by the city of Richland or as hereinafter amended.

5. Wherever the B-C zone is applied to any property or properties, there shall be site design standards put in place that shall regulate the appearance of buildings within the B-C district. This requirement for site design standards shall be met in one of the following ways:

a. The property or properties that are part of the B-C zone shall also be subject to the standards set forth in subsection (D) of this section; or

b. The property or properties that are part of the B-C zone shall be subject to private conditions, covenants, and restrictions as proposed by applicants for a zone change proposal. Said conditions, covenants and restrictions shall include site design standards that are deemed appropriate for the intended character, appearance and physical characteristics of the property or properties that are a part of the B-C zone and the immediate vicinity. Such conditions, covenants, and restrictions shall be recorded at the time the zone change ordinance is approved and shall be binding on all new development that occurs on the property or properties that are a part of the B-C zone. Such conditions, covenants, and restrictions shall not be amended without the approval of the city of Richland.

D. B-C Site Design Standards. The following standards apply to the design of buildings within the B-C zone:

1. Building Design.

a. Wall planes shall not run in one continuous direction for more than 60 feet without an offset or setback in the building face, unless the building face contains windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

b. At least 25 percent of the wall area fronting on a street should be occupied with windows, alcoves, canopies, cornices, cupolas, or similar architectural features.

c. Large buildings should have height variations to give the appearance of distinct elements.

d. Rooftop or outdoor mechanical equipment shall be fully screened from public view in a manner which is architecturally integrated with the structure. Screening shall be constructed to a finished standard using materials and finishes consistent with the rest of the building.

e. Roof-mounted equipment should be painted a compatible color with the roof screen.

f. Exterior building colors should be subdued. Primary colors or other bright colors should generally be used only as accents to enliven the architecture.

g. Reflective glass is not permitted for glazing.

h. Buildings whose exterior surfaces are more than 50 percent comprised of metal, excluding roof surfaces, are not permitted.

2. Loading and Service Areas.

a. Truck docks and loading areas shall not be permitted on the side of the building that faces or abuts a public street.

b. Refuse areas and service areas shall be screened from view of the public street.

3. Site Lighting.

a. Lighting should be used to provide reasonable illumination for the security and safety of on-site areas such as parking, loading, shipping, and pathways.

b. Lighting shall be designed to minimize glare or objectionable effects to adjacent properties.

c. Site lighting poles shall not exceed 20 feet in height and shall direct the light downward.

d. Lighting sources shall be shielded from adjacent properties.

4. On-Site Utilities.

a. All site utilities shall be placed underground.

b. Pad mounted equipment shall be appropriately located and screened in a manner consistent with required access and safety requirements.

5. Alternative Design. In the event that a proposed building and/or site does not meet the literal standards identified in this section, a property owner 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;
- 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.

Section 4. Chapter 23.28.030 of the Richland Municipal Code, entitled Business use districts permitted land uses, as last amended by Ordinance No. 43-17, is hereby amended as follows:

23.28.030 Business 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	B-RP	B-C
Automotive, Marine and Heavy Equipment Uses		
Automotive Repair – Major		P
Automotive Repair – Minor		P
Automotive Repair – Specialty Shop		P
Automobile Service Station	P	P ¹⁴
Bottling Plants	P	P
Car Wash – Automatic or Self-Service		P ¹

Land Use	B-RP	B-C
Fuel Station/Mini Mart	P	P ¹⁴
Business and Personal Services		
Automatic Teller Machines	P	P
General Service Businesses	P	P
Health/Fitness Facility	P	P
Health/Fitness Center	P	P
Laundry/Dry Cleaning, Retail	P	P
Mini-Warehouse		P ²
Mailing Service	P	P
Personal Loan Business	P	P
Personal Services Businesses	P	P
Photo Processing, Copying and Printing Services	P	P
Telemarketing Services	S	P
Video Rental Store	P	P
Food Service		
Cafeterias	A	A
Delicatessen	A	A
Drinking Establishments	P	P
Portable Food Vendors	P ³	P ³
Restaurants/Drive-Through	A ⁴	A ⁴
Restaurants/Lounge	P	P
Restaurants/Sit Down	P	P
Restaurants/Take Out	P	P
Restaurants with Entertainment/Dancing Facilities	P	P
Vehicle-Based Food Service	P¹⁵	P¹⁵
Industrial/Manufacturing Uses		
Light Manufacturing Uses	P	P
Research, Development and Testing Facilities	P	P
Warehousing, Storage and Distribution		A
Wholesale Facilities and Operations		P
Office Uses		
Financial Institutions	P	P

Land Use	B-RP	B-C
Medical, Dental and Other Clinics	P	P
Newspaper Offices and Printing Works		P
Office – Consulting Services	P	P
Office – Corporate	P	P
Office – General	P	P
Office – Research and Development	P	P
Radio and Television Studios		P
Schools, Commercial	P	P
Schools, Trade	P	P
Travel Agencies	P	P
Public/Quasi-Public Uses		
Alternative Schools		P ⁵
Churches		P ⁶
Clubs or Fraternal Societies		P ⁶
Cultural Institutions		P ⁶
General Park Operations and Maintenance Activities	P	P
Passive Open Space Use	P	P
Power Transmission and Irrigation Wasteway Easements and Utility Uses	P ⁷	P ⁷
Public Agency Buildings	P ⁷	P ⁷
Public Agency Facilities	P ⁷	P ⁷
Public Parks	P	P
Special Events Including Concerts, Tournaments and Competitions, Fairs, Festivals and Similar Public Gatherings	P	P
Trail Head Facilities	P	P
Trails for Equestrian, Pedestrian, or Nonmotorized Vehicle Use	P	P
Residential Uses		
Accessory Dwelling Unit	A	A
Apartment, Condominium (3 or More Units)	S ⁸	
Day Care Center	S ^{8,9}	A ⁹
Designated Manufactured Home	S ^{8,10, 11}	
Dormitories, Fraternities, and Sororities	S ⁸	

Land Use	B-RP	B-C
Dwelling, One-Family Attached	S ^{8,10,11}	
Dwelling, One-Family Detached	S ^{8,10,11}	
Dwelling, Duplex	S ⁶	
Dwelling Units for a Resident Watchman or Custodian	A	A
Hotels or Motels	S ⁸	P
Nursing or Rest Home		P
Temporary Residence	P ^{8,10}	P ¹⁰
Retail Uses		
Parking Lot or Structure	P	P
Department Stores		P
Specialty Retail Stores	P	P
Miscellaneous Uses		
Bus Terminal	P	P
Bus Transfer Station	P	P
Community Festivals and Street Fairs	P	P
Convention Center	P	P
Farming of Land	P	P
Micro- and Macro-Antennas	P	P
Monopole	P ¹²	S ¹²
Outdoor Storage	P ¹³	P ¹³
Storage in an Enclosed Building	P	P

1. RMC 23.42.270
2. RMC 23.42.170
3. RMC 23.42.185
4. RMC 23.42.047
5. RMC 23.42.260
6. RMC 23.42.050
7. RMC 23.42.200
8. RMC 23.28.020(B)
9. RMC 23.42.080
10. RMC 23.42.110

11. RMC 23.18.025
12. Chapter 23.62 RMC
13. RMC 23.42.180
14. Permitted when located adjacent to a principal or minor arterial street as identified in Chapter 12.02 RMC, Street Functional Classification Plan.
- [15. RMC 23.42.325](#)

Section 5. Richland Municipal Code Chapter 23.42, entitled General Provisions and Special Conditions, is hereby amended as follows to add a new Section:

**Chapter 23.42
GENERAL PROVISIONS AND SPECIAL CONDITIONS**

Sections:

- | | |
|------------------|---|
| 23.42.010 | Special use regulations – Purpose. |
| 23.42.020 | Accessory apartments. |
| 23.42.030 | Adult use establishment – Locational requirements. |
| 23.42.035 | Automobile oriented uses. |
| 23.42.040 | Animal shelters, commercial kennels and animal hospitals. |
| 23.42.045 | Bed and breakfast. |
| 23.42.047 | Businesses with drive-through window service. |
| 23.42.050 | Churches, clubs, semi-public or public buildings. |
| 23.42.051 | Concessionaire operating standards. |
| 23.42.053 | Drinking establishments, lounges and restaurants. |
| 23.42.055 | Drive-through uses in waterfront district. |
| 23.42.060 | Essential public facilities. |
| 23.42.070 | Excavation, processing and removal of topsoil, sand, gravel, rock or similar natural deposits. |
| 23.42.080 | Family day care homes and day care centers. |
| 23.42.090 | Home occupations. |
| 23.42.100 | House-banked card rooms – Locational criteria. |
| 23.42.105 | Landscaping material sales and plant nurseries. |
| 23.42.110 | Manufactured homes. |
| 23.42.130 | Manufactured home parks – Application procedure. |
| 23.42.140 | Manufactured home parks – Standards and requirements. |
| 23.42.170 | Mini-warehouses. |
| 23.42.175 | Outdoor commercial recreation. |
| 23.42.180 | Outdoor storage. |
| 23.42.183 | Parking lots. |
| 23.42.185 | Portable food vendors. |
| 23.42.190 | Public stables and riding academies. |
| 23.42.200 | Public utilities. |
| 23.42.210 | Recreational clubs. |
| 23.42.220 | Recreational vehicle park. |
| 23.42.230 | Recreational vehicle campground. |

- 23.42.240 Recreational vehicle park and recreational vehicle campground – Application fee and site plan.
- 23.42.250 Schools.
- 23.42.260 Schools, alternative.
- 23.42.270 Self-service and automatic car washes.
- 23.42.280 Service stations.
- 23.42.290 Storage or sale of junk, wrecked or unlicensed autos, or salvage material.
- 23.42.300 Swimming pools.
- 23.42.310 Private swimming instructions.
- 23.42.320 Towing, vehicle impound lots.
- 23.42.325 Vehicle-based food service.
- 23.42.330 Vehicle leasing, renting and sales.

23.42.325 Vehicle-based food service – Requirements.

A. Licensing. Vehicle-based food service vendors must obtain a City Business License per RMC 5.04.

B. Condition of vehicle. Any vehicle utilized for vehicle-based food service shall be in full operational condition. The vehicle shall be licensed to operate or ride on the roadways of this State, and must be capable of leaving a site at any time under its own power or that of an available towing vehicle.

C. Location and use. Vehicle-based food service vendors shall operate as an accessory, off-street use to a permanent land use or as a use on vacant property. Prior to operation, vehicle-based food service vendors must obtain written consent from the property owner and all business(es) located on-site.

D. Right-of-way. Vehicle-based food service vendors shall not operate within any public right-of-way except as provided in RMC 23.42.051.

E. Restroom facilities. Vehicle-based food service vendors must ensure on-site or adjacent restroom facility access for employees. Such facilities shall supply running hot and cold water. Vehicle-based food service vendors are not authorized to locate at any site where such facilities are unavailable.

F. Equipment and outdoor seating. Outdoor seating and equipment is permitted; provided that the placement of any outdoor seating or equipment shall not be placed in a manner so as to reduce the amount of available off-street parking below the minimum off-street parking required for the site in accordance with RMC 23.54.

G. City-owned and operated facilities. Vehicle-based food service vendors may, with City's permission, operate as a concessionaire on publically owned and operated facilities per RMC 23.42.051.

H. Cleanliness and waste disposal. Vehicle-based food service vendors shall maintain the area in and around the vehicle, keep the area free from litter and waste, and shall supply a suitable container for waste collection. Vehicle-based food service vendors are responsible for the proper collection and disposal of on-site litter and waste.

I. Traffic. Vehicle-based food service vendors must ensure free passage of pedestrians and vehicles, and shall not create congestion on public streets or pathways. Vehicles shall not be located within 25 feet of a driveway or intersection.

J. When permitted in a C-1 neighborhood retail district, vehicle-based food service vendors shall not operate between 9:00 p.m. and 7:00 a.m.

Section 6. 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, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

Date Published: December 24, 2017

STAFF REPORT

TO: PLANNING COMMISSION
FILE NO.: Z2017-106

PREPARED BY: RICK SIMON
MEETING DATE: OCTOBER 25, 2017

GENERAL INFORMATION:

APPLICANT: CITY OF RICHLAND

REQUEST: TEXT AMENDMENTS TO ZONING CODE – ALLOWING VEHICLE
BASED FOOD SERVICE IN COMMERCIAL AND BUSINESS
ZONES

LOCATION: CITYWIDE

REASON FOR REQUEST:

Staff has brought forward a code amendment that would allow vehicle based food service in a variety of commercial and business zoning districts.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the proposed zoning text amendments to allow vehicle based food services and submits that:

1. Under the City's existing zoning regulations, vehicle based food services are allowed only in the C-3 zoning district as an activity classified as "outdoor sales"; and in the Parks and Public Facilities district, as concessionaires licensed by the Parks and Facilities Department;
2. Vehicle based food services has become an economic development tool in many communities and has become a common use throughout the Tri-Cities;
3. Adding vehicle based food services to commercial areas and particularly to the Central Business District has the potential to add activity and vitality to a given location;
4. Providing for vehicle based food services within commercial areas would be in keeping with the City comprehensive plan goals that promote land uses that provide for a livable and vibrant community;
5. The proposed amendment would be consistent with the goal in the City's comprehensive plan that encourages economic development;

6. The proposed amendment would be consistent with the City's comprehensive plan goal of developing an attractive and vibrant Central Business District that displays the unique character of Richland.
7. The City's Economic Development Advisory Committee has initiated this code amendment, recognizing that the vehicle based food service provides an opportunity for startup enterprises in a highly competitive market at a low cost of entry;
8. The proposed standards governing the operation of vehicle based food services are adequate to ensure that the uses will operate in a fashion that is not detrimental to adjoining businesses and other land uses;
9. Based upon the above findings and conclusions, the adoption of the proposed amendments for vehicle based food service into the Richland Municipal Code is in the best interest of the community of Richland.

RECOMMENDATION

Staff recommends the Planning Commission concur with the findings and conclusions set forth in Staff Report (Z2017-106) and recommend to the City Council adoption of the proposed zoning code amendment providing for vehicle based food service uses in a number of commercial and business zoning districts.

ATTACHMENTS

- A. Supplemental Information
- B. Draft Code

SUPPLEMENTAL INFORMATION

EXISTING CODE

The current City code restricts food trucks to the C-3 General Business zone, where the use is allowed under the definition of outdoor sales and in public parks, where the use is allowed as a concessionaire, when permitted and licensed by the Parks and Recreation Department.

PROPOSED CODE AMENDMENTS

The proposal would amend four sections of the zoning code, including:

- A definition of vehicle based food service;
- A listing of vehicle based food service as a permitted use in the following commercial zones: C-1 Neighborhood Retail, C-2 Retail Business, C-3 General Business, CBD – Central Business District, and WF – Waterfront zones;
- A listing of vehicle based food service as a permitted use in the following business zones: B-C Business Commerce and B-RP Business Research Park zones;
- A new RMC Section 23.42.325 setting forth standards for the operation of vehicle based food service.

COMPREHENSIVE PLAN

The newly adopted Comprehensive Plan includes the following goal and policy statements that are applicable to this proposed code change:

Land Use Goal 2: Establish land uses that are sustainable and create a livable and vibrant community.

Policy 1: Maintain a variety of land use designations to accommodate appropriate residential, commercial industrial, healthcare, educational, recreational, and open space uses that will take advantage of the existing infrastructure network.

Land Use Goal 4: Promote commercial and industrial growth that supports the City's economic development goals.

Policy 1: Accommodate a variety of commercial land uses including retail and wholesale sales and services, and research and professional services.

Land Use Goal 6: Develop an attractive and vibrant Central Business District that displays the unique character of Richland.

- Policy 1:** Revitalize declining commercial areas by promoting clean, safe and pedestrian and bicycle-friendly environments.
- Policy 3:** Encourage infill development and redevelopment in the Central Business District.

BACKGROUND

City Staff have observed an increase in the number of requests to permit vehicle based food vendors in and around the Central Business District. When staff receive these requests, they are only able to refer them to locate in C-3 General Business or to apply for a concessionaire permit. Concurrently, there are non-conforming food trucks located around the City, that by their transient nature, available staff time, and increasing patronage would be difficult to limit or enforce. If the City were to receive complaints, existing business would be subject to enforcement action.

Amending this regulation would enable existing businesses to become compliant, providing for the City to clearly articulate what is an existing 'grey area' in enforcement. Existing compliant businesses in the C-3 zoning district would not be affected by this amendment, and their existing enterprise would be considered a legal non-conformity; only required to be brought in to legal conformity if they voluntarily alter their existing business. Further, the allowance for concessionaires at City Parks and Public Facilities would be unaltered; this existing procedure for concessionaires is related to the production of events, and the associated requirements for the City to assure concessionaires have adequate liability insurance and legal authority to operate on City property.

The City's Business and Economic Development Staff brought this amendment forward to the City's Economic Development Committee to address the Committee's identified weaknesses and threats to the existing regulatory environment. Vehicle based food vendors were observed by the Committee as an opportunity area, and an industry that allows startup enterprises to get started in a highly competitive market at a low cost of entry. Further, staff desired to put forth a set of standards that address this growing business sector; reducing permitting and enforcement complexity while retaining standards to protect and enhance adjacent commercial activities.

SUMMARY

The proposed amendment to the City's zoning regulations would allow for food trucks to locate in a variety of commercial zones with appropriate operating standards in place to ensure that the use would be beneficial to the City.



MEMORANDUM

TO: City Council

FROM: Kerwin Jensen, Community & Development Services Director

THROUGH: Cindy Reents, City Manager

DATE: December 11th, 2017

SUBJECT: Clarification of zoning and special conditions on Vehicle Based Food Vendors

ATTACHMENTS:

- (1) City map showing where food trucks are permitted
- (2) City map showing where food trucks are proposed to be permitted

Issue

Several questions regarding the proposed ordinance amendments on Vehicle Based Food Vendors were voiced during the second reading of the proposed ordinance on December 5th, 2017. Staff wishes to address the questions ahead of the next Council Meeting to assuage any concerns about the intensity of regulation.

Background

The City of Richland Business and Economic Development Division initiated a code amendment to address concerns voiced by the City's Economic Development Committee regarding allowance and clarity for the operation of Vehicle Based Food Vendors (Food Trucks). In preparation for this code amendment, staff reviewed Kennewick and Pasco's municipal code, and discussed recent code amendments with City of Kennewick staff. Staff solicited input from four food truck operators (with experiences in each city) and Marilou Shae; Marilou teaches Columbia Basin College's Food Truck Academy and is a member of the Washington Food Truck Association. In writing these amendments staff sought to reduce complexity while continuing to maintain safe and fair standards that would protect the public interest.

An oft-repeated question was whether these provisions are similar to the rest of the region, which staff can readily confirm that each provision is addressed similarly in the other cities that regulate this use. Richland's proposal is the least restrictive of the cities

in our region, which was confirmed by the operators and representatives we spoke with. While each provision exists in other ordinances, staff utilized only the most prudent and necessary provisions that provided sufficient consumer and business owner safety.

Conclusion

A summary of City Council's inquiries is provided in green text, and have been addressed by staff in blue text.

Draft Zones to Permit Vehicle Based Food Services

B-C Business Commerce
 B-RP Business Research Park
 C-1 Neighborhood Retail Business
 C-2 Retail Business
 C-3 General Business
 CBD Central Business District
 WF Waterfront

The commercial zones not included in the ordinance are C-LB (Commercial Limited Business), CW (Commercial Winery), and CR (Commercial Recreation). C-LB zoning includes mostly apartment complexes and minor commercial developments not conducive or intended to have retail/restaurant on-site. CW zoning includes parcels along Tulip Lane for the City's wine production facilities, which all have restaurants on-site and little room for food trucks without reducing required on-site parking for the principal use. CR zoning is entirely on land administered by the Parks and Public Facilities department, which has an allowance for Food Trucks already via RMC 23.42.051.

Draft Language for General Provisions and Special Conditions

(A) Licensing. Vehicle-based food service vendors must obtain a City Business License per RMC 5.04.

City Council Question

Are licenses currently required?

Staff Response

Yes, licenses are currently required for any business operating in Richland City Limits, and this provision serves to clarify that this new use category is subject to RMC 5.04. Business licensing is the only method the City will be using to confirm the siting of new food trucks and informing operators of their responsibilities

(B) Condition of vehicle. Any vehicle utilized for vehicle-based food service shall be in full operational condition. The vehicle shall be licensed to operate or ride on the

roadways of this State, and must be capable of leaving a site at any time under its own power or that of an available towing vehicle.

City Council Question

Is this in keeping with surrounding communities?

Staff Response

Yes, neighboring cities with vehicle-based food service vendors require that the operation be capable of moving under its own power. Neighboring cities have had issues in the past where a vehicle was decommissioned (removal of tires, engine, etc.) and utilized as a permanent facility.

City Council Question

Is this currently required? If not, what is it and how is it regulated?

Staff Response

The State Department of Labor and Industries (L&I) provides inspections for food trucks to ensure that they are safe premises for employees to work and serve food from. If the food truck is not licensed by the state as a vehicle it would be regarded as a commercial coach or modular building, which is already regulated by the City. This clarifies that if the operation does not meet this condition it is not a vehicle-based food service vendor.

(C) Location and use. Vehicle-based food service vendors shall operate as an accessory, off-street use to a permanent land use or as a use on vacant property. Prior to operation, vehicle-based food service vendors must obtain written consent from the property owner and all business(es) located on-site.

City Council Question

This regulation is vague, as it requires the permission of both the property owners and all businesses on-site.

Staff Response

This provision would only be applicable to the businesses located on the same parcel as the food truck wants to operate on, and is designed to protect the interests of existing business tenants. While the City has not previously permitted food trucks in most shopping center parking lots, this would permit a new use that is more easily established than a brick-and-mortar. It is therefore reasonable to presume that if this ordinance was not enabled, that the pre-existing businesses have a reasonable assumption that a similar restaurant/food-service provider would not be able to locate on the same property without similar investment to their own.

Staff felt that similar ordinances in other communities based on distance to similar restaurants, cafes, and food-service establishments would be cumbersome to interpret

by food truck operators and difficult to enforce. Staff also notes that of Richland's existing strip mall centers, there are reasonably only three or four developments where this situation may be encountered. Staff observed that this would be the least restrictive alternative, and impacting the fewest number of properties.

(D) Right-of-way. Vehicle-based food service vendors shall not operate within any public right-of-way except as provided in RMC 23.42.051.

(E) Restroom facilities. Vehicle-based food service vendors must ensure on-site or adjacent restroom facility access for employees. Such facilities shall supply running hot and cold water. Vehicle-based food service vendors are not authorized to locate at any site where such facilities are unavailable.

Staff Response

City Council had several questions related to this provision, which staff feels may be clarified herein. This provision is redundant to Benton-Franklin Health Department codes, and requires that a handwashing sink be provided in (or) near the food truck. This does not require anyone to provide a public restroom. The provision merely ensures that the food truck operator does not locate on a property the City would permit them to locate upon, but that the Health Department would not.

(F) Equipment and outdoor seating. Outdoor seating and equipment is permitted; provided that the placement of any outdoor seating or equipment shall not be placed in a manner so as to reduce the amount of available off-street parking below the minimum off-street parking required for the site in accordance with RMC 23.54.

City Council Question

How is the vendor to know in order to achieve compliance?

Staff Response

There is a workflow (similar to that of traditional brick-and-mortar establishments) in place for Business Licenses, which would alert Community Development staff that this information needs to be provided to the applicant specific to the site they desire to locate on. Similarly, this workflow would allow code enforcement to address non-compliance if a complaint or issue were to arise.

(G) City-owned and operated facilities. Vehicle-based food service vendors may, with City's permission, operate as a concessionaire on publically owned and operated facilities per RMC 23.42.051.

(H) Cleanliness and waste disposal. Vehicle-based food service vendors shall maintain the area in and around the vehicle, keep the area free from litter and waste, and shall supply a suitable container for waste collection. Vehicle-based

food service vendors are responsible for the proper collection and disposal of on-site litter and waste.

City Council Question

Is this in keeping with surrounding communities?

Staff Response

Yes, just as a brick-and-mortar is responsible for the area surrounding their business, the vehicle based food vendor would be responsible for the area surrounding their own business. See notes under condition F.

- (I) Traffic. Vehicle-based food service vendors must ensure free passage of pedestrians and vehicles, and shall not create congestion on public streets or pathways. Vehicles shall not be located within 25 feet of a driveway or intersection.

City Council Question

If a vehicle based food vendor is not in complete control of the location, why should they be accountable for free passage.

Staff Response

This provision is not requesting the vendor regulate on-site traffic, but requires that the location of their business conveyance does not by itself create congestion. For example, the vendor should not orient their vehicle across an entire parking aisle, preventing traffic from its normal procession. This provision is also not meant to place responsibility on the operator, but rather to provide staff sufficient authority to request a food truck not purposefully block traffic if a complaint or issue arises.

- (J) When permitted in a C-1 neighborhood retail district, vehicle-based food service vendors shall not operate between 9:00 p.m. and 7:00 a.m.

City Council Question

Where are C-1 Neighborhood Retail Districts located?

Staff Response

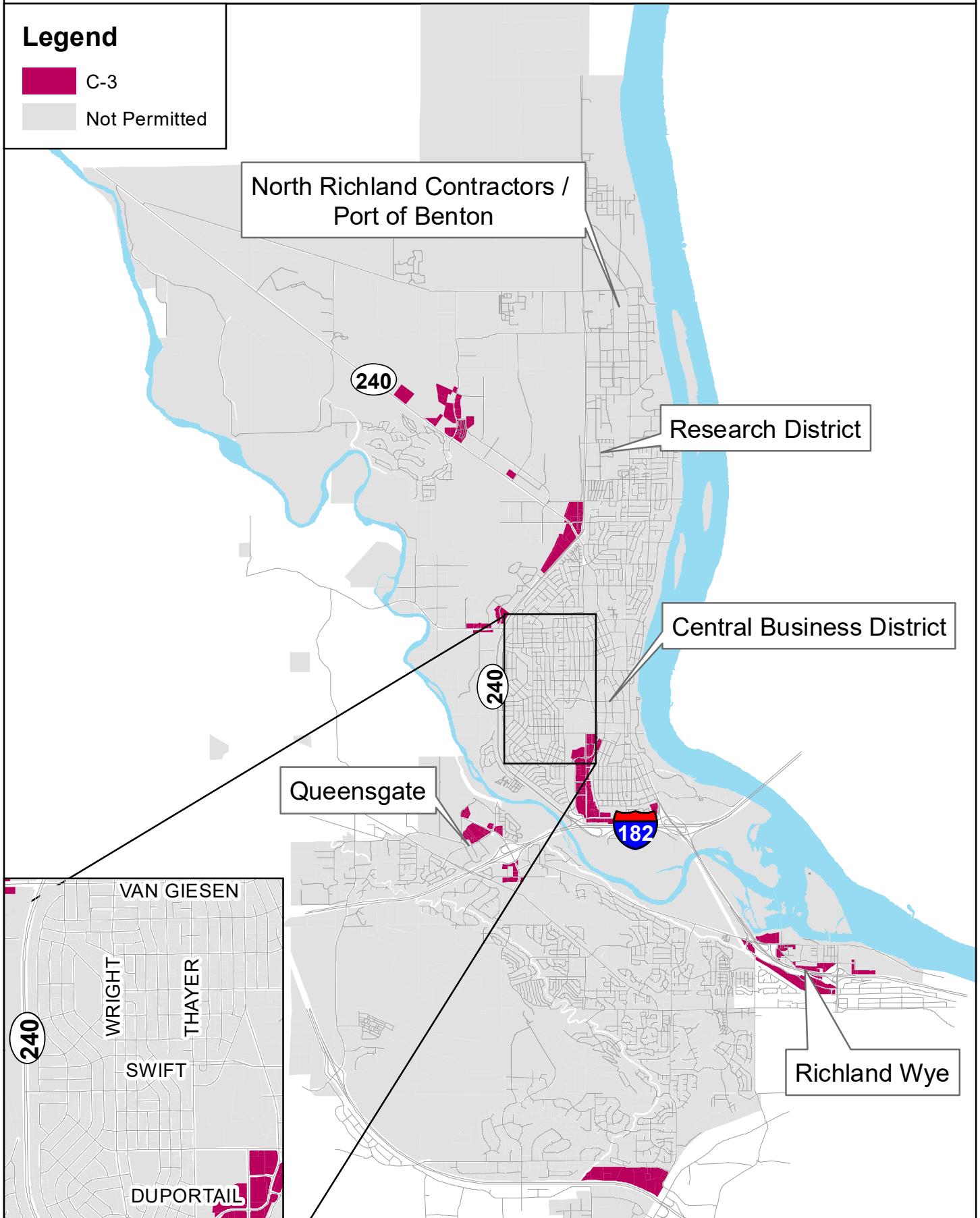
C-1 Neighborhood Retail Districts are oriented mostly along Wright Avenue where it intersects with Van Giesen Street, Swift Boulevard, and Duportail Street. These areas are established commercial centers surrounded by single family residential homes. A map is attached that details the location of Neighborhood Retail Districts.

Existing areas where food trucks are permitted



Legend

-  C-3
-  Not Permitted

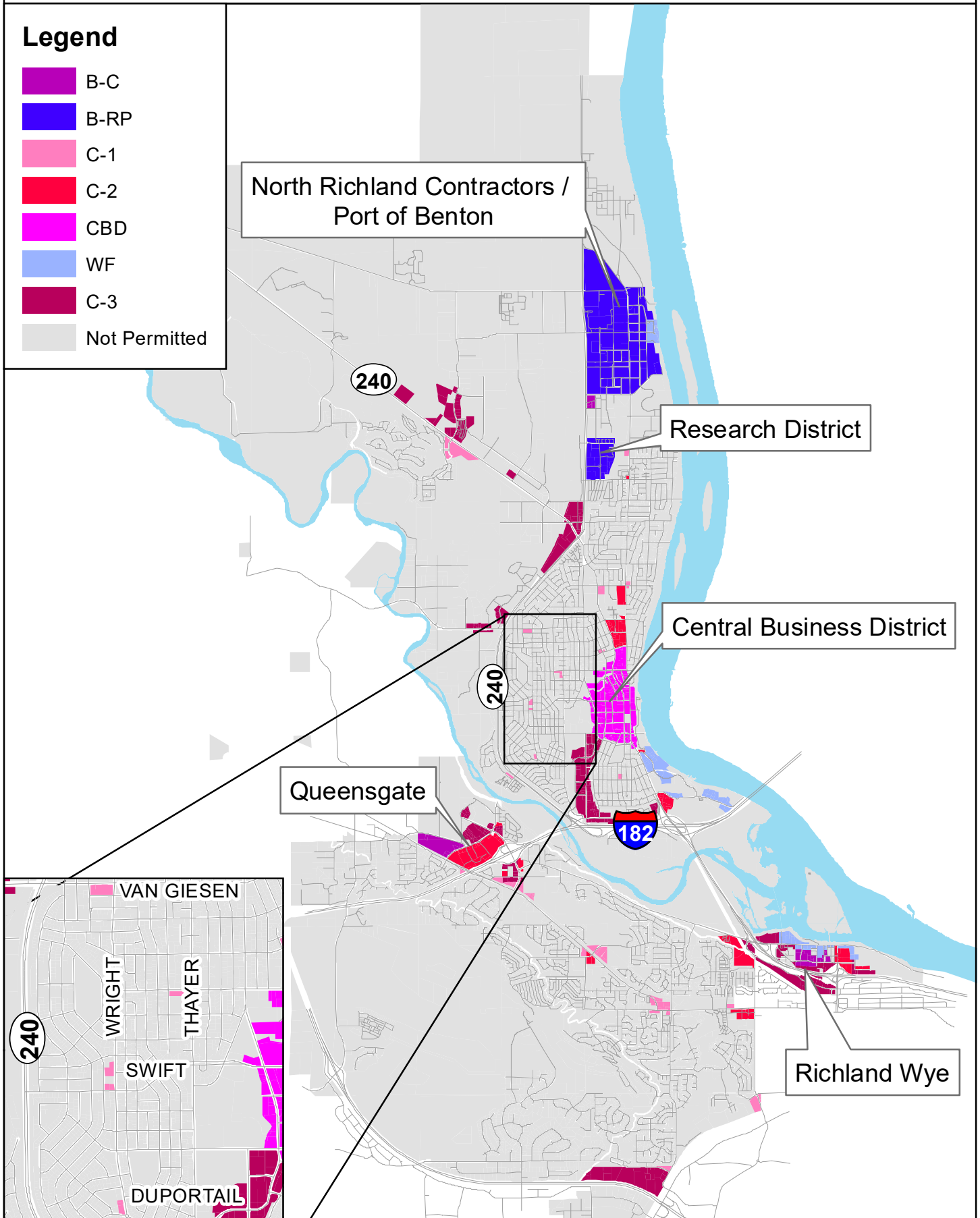


Proposed areas where food trucks would be permitted



Legend

- B-C
- B-RP
- C-1
- C-2
- CBD
- WF
- C-3
- Not Permitted





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Items of Business

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 230-17, Awarding Bid to Apollo, Inc. for Duportail Bridge - Phase 1 Construction Project

Department:
Public Works

Ordinance/Resolution Number:
230-17

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 230-17, authorizing the City Manager to sign and execute an agreement with Apollo, Inc. for construction of the Duportail Bridge.

Summary:

The Duportail Bridge project is the highest priority transportation system improvement currently being developed by the City. Since 2007, the City has implemented a strategy of creating and enhancing the Duportail / Stevens Corridor to improve connectivity and travel capacity between central Richland and the Queensgate area. Completed project development work includes National Environmental Policy Act (NEPA) review, Washington State Environmental Policy Act (SEPA) review, permitting, right-of-way property acquisitions, and detailed engineering. Earlier in 2017, the project funding package was completed with state, federal, and local funding sources.

The project was split into two construction phases. Phase 1 is scheduled to begin construction in early 2018. Phase 1 will construct the bridge and road improvements between Riverstone Drive and City View Drive. In October, the City advertised seeking contractor bids on the Phase 1 project. On December 4, 2017, nine (9) bids were received. The low bid was \$25,129,476.81 and the high bid was \$30,120,533.00. The Engineer's estimate was \$28,506,860.45.

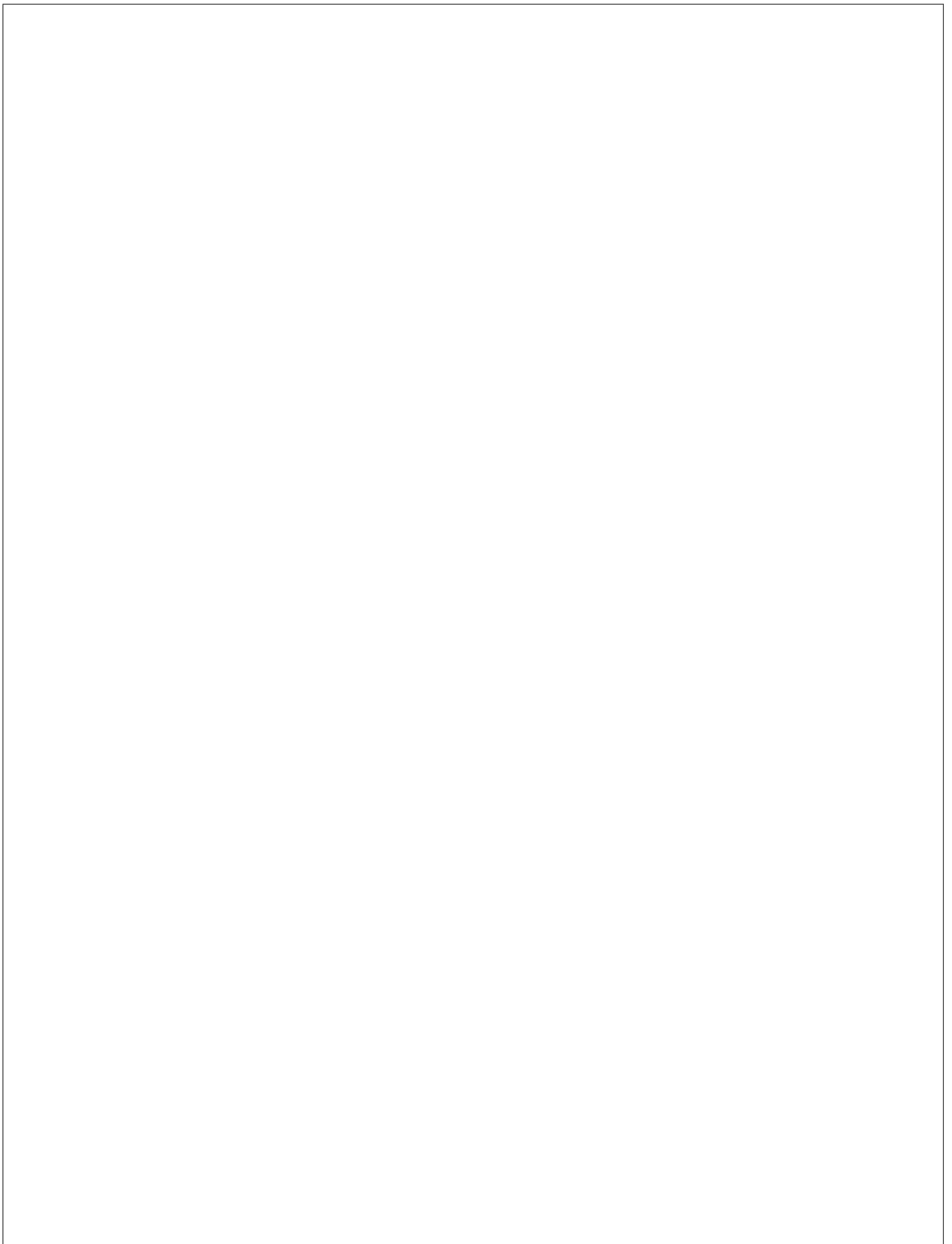
After the bid opening, the City received a protest from the second-low bidder, contending that the low bidder should be disqualified. The protest claimed that the low bidder's disadvantaged business utilization certification did not demonstrate required participation amounts. Washington State Department of Transportation (WSDOT) staff conducted a thorough review of this issue, determining that the low bidder's certification did in fact demonstrate compliance such that disqualification was not warranted. The low bidder is a responsive bidder, according to staff's evaluation of the submitted bid package. Once awarded, staff anticipates that construction work will begin in February, 2018 and be completed in mid-2020.

Fiscal Impact:

The total cost of this project phase is estimated at \$27,750,000, of which an estimated \$4,300,000 will be for the Water Utility and funded by the Federal Emergency Management Agency (FEMA) grant and City Water Utility funds. The 2018 - 2030 Capital Improvement Plan (CIP) includes adequate funding for both the Water Utility work and the bridge construction. The street and bridge costs, totaling \$23,450,000, will be funded as shown in the CIP for the Duportail Bridge. The funding sources applied to the Phase 1 contract will be the Transportation Improvement Board grant, the federal funds grant awarded by the Benton Franklin Council of Governments, and the Connecting Washington grant from Washington State. No Richland TBD funds will be applied to this phase 1 construction, although they will be assigned to repay the interfund loan previously expended for design preparation and possibly for Phase 2 construction.

Attachments:

1. Resolution No. 230-17
2. Duportail Bridge - Bid Tab
3. Duportail Bridge Vicinity Map



RESOLUTION NO. 230-17

A RESOLUTION of the City of Richland authorizing the award of bid and execution of a construction contract to Apollo, Inc. for the Duportail Bridge, Phase 1 Project.

WHEREAS, the 2017-2022 Transportation Improvement Program (TIP) and the 2017–2030 Capital Improvement Plan (CIP) include the Duportail Bridge as a key transportation system improvement; and

WHEREAS, City staff and consultants have completed all project development and design work required to advance the Duportail Bridge, Phase 1 project to construction; and

WHEREAS, City staff solicited bids in accordance with the City’s purchasing policies, receiving and opening nine (9) bids on December 4, 2017; and

WHEREAS, Apollo, Inc. submitted the lowest responsible bid of the nine (9) 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 complete the project in accordance with the CIP, 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 Apollo, Inc. in the amount of \$25,129,476.81, and to execute change orders up to the amount of \$500,000 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, Washington, at a regular meeting on the 19th day of December, 2017.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS
City Clerk

HEATHER KINTZLEY
City Attorney

City of Richland

DATE BIDS OPENED:	December 4, 2017	ITB #	17-0067
DUPORTAIL BRIDGE PHASE 1			

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID												
	MOBILIZATION												
A1	Mobilization.	1.00	LS	\$1,509,456.76	1,509,456.76	2,026,000.00	2,026,000.00	2,250,000.00	2,250,000.00	897,000.00	897,000.00	1,950,000.00	1,950,000.00
	PREPARATION												
A2	Clearing & grubbing.	13.00	AC	2,060.00	26,780.00	12,000.00	156,000.00	5,000.00	65,000.00	1,900.00	24,700.00	2,000.00	26,000.00
A3	Archaeological & historical salvage.	1.00	EST	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00
A4	Removal of structure & obstructions.	1.00	LS	36,050.00	36,050.00	90,000.00	90,000.00	100,000.00	100,000.00	25,000.00	25,000.00	50,000.00	50,000.00
A5	Removing shaft obstructions.	1.00	EST	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50
A6	Remove & salvage junction box.	3.00	EA	206.00	618.00	220.00	660.00	200.00	600.00	600.00	1,800.00	350.00	1,050.00
A7	Remove & salvage luminaire & pole.	3.00	EA	257.50	772.50	930.00	2,790.00	1,000.00	3,000.00	750.00	2,250.00	1,100.00	3,300.00
A8	Abandon well & well-house removal.	1.00	LS	4,429.00	4,429.00	12,000.00	12,000.00	25,000.00	25,000.00	10,000.00	10,000.00	15,000.00	15,000.00
A9	Remove fence.	62.00	LF	15.45	957.90	5.50	341.00	10.00	620.00	10.00	620.00	7.00	434.00
A10	Fence relocation.	85.00	LF	30.90	2,626.50	19.00	1,615.00	85.00	7,225.00	20.00	1,700.00	15.00	1,275.00
	GRADING												
A11	Roadway excavation including haul.	15,120.00	CY	12.36	186,883.20	10.00	151,200.00	15.00	226,800.00	10.00	151,200.00	10.00	151,200.00
A12	Common borrow including haul.	14,480.00	CY	10.30	149,144.00	8.85	128,148.00	12.50	181,000.00	4.00	57,920.00	13.00	188,240.00
A13	Embankment compaction.	10,270.00	CY	5.15	52,890.50	2.40	24,648.00	1.50	15,405.00	4.00	41,080.00	4.00	41,080.00
A14	Sand drainage blanket.	480.00	TON	14.42	6,921.60	25.00	12,000.00	25.00	12,000.00	19.00	9,120.00	27.00	12,960.00
A15	Select borrow including haul.	3,685.00	CY	15.45	56,933.25	22.75	83,833.75	18.00	66,330.00	28.00	103,180.00	17.00	62,645.00
	DRAINAGE												
A16	Quarry spalls.	210.00	TON	36.05	7,570.50	32.00	6,720.00	40.00	8,400.00	30.00	6,300.00	23.00	4,830.00
A17	Underdrain pipe 8 in. diameter.	360.00	LF	17.51	6,303.60	29.75	10,710.00	12.00	4,320.00	15.00	5,400.00	19.00	6,840.00
	STORM SEWER										-		
A18	Catch basin Type - City.	26.00	EA	1,236.00	32,136.00	880.00	22,880.00	1,100.00	28,600.00	1,200.00	31,200.00	1,200.00	31,200.00
A19	Adjust manhole - Standard.	4.00	EA	515.00	2,060.00	468.00	1,872.00	350.00	1,400.00	640.00	2,560.00	550.00	2,200.00
A20	TV inspection of storm pipe.	3,194.00	LF	3.61	11,530.34	2.00	6,388.00	1.00	3,194.00	2.10	6,707.40	4.50	14,373.00
A21	Solid wall PVC storm sewer pipe 8 in. diameter.	214.00	LF	36.05	7,714.70	20.00	4,280.00	20.00	4,280.00	20.00	4,280.00	29.00	6,206.00
A22	Solid wall PVC storm sewer pipe 12 in. diameter.	1,423.00	LF	43.26	61,558.98	27.50	39,132.50	30.00	42,690.00	32.00	45,536.00	58.00	82,534.00
A23	Solid wall PVC storm sewer pipe 15 in. diameter.	467.00	LF	47.38	22,126.46	29.00	13,543.00	40.00	18,680.00	40.00	18,680.00	65.00	30,355.00
A24	Solid wall PVC storm sewer pipe 18 in. diameter.	105.00	LF	66.95	7,029.75	44.00	4,620.00	60.00	6,300.00	46.00	4,830.00	80.00	8,400.00
A25	Solid wall PVC storm sewer pipe 24 in. diameter.	985.00	LF	74.16	73,047.60	73.00	71,905.00	80.00	78,800.00	70.00	68,950.00	105.00	103,425.00
A26	PVC storm sewer 8 in. diameter, 45 degree bend.	2.00	EA	66.95	133.90	55.00	110.00	40.00	80.00	105.00	210.00	300.00	600.00
A27	PVC storm sewer 8 in. diameter, 90 degree bend.	1.00	EA	72.10	72.10	62.00	62.00	80.00	80.00	110.00	110.00	300.00	300.00
A28	Infiltration trench.	1,031.00	LF	103.00	106,193.00	94.00	96,914.00	165.00	170,115.00	125.00	128,875.00	83.00	85,573.00
A29	Check dam.	7.00	EA	412.00	2,884.00	55.00	385.00	150.00	1,050.00	175.00	1,225.00	260.00	1,820.00
A30	Aluminum trash grate - 12 inch.	8.00	EA	257.50	2,060.00	770.00	6,160.00	500.00	4,000.00	625.00	5,000.00	900.00	7,200.00
A31	Aluminum trash grate - 24 inch.	1.00	EA	412.00	412.00	1,020.00	1,020.00	1,000.00	1,000.00	900.00	900.00	2,100.00	2,100.00
	SANITARY SEWER												
A32	PVC sanitary sewer pipe 8 in. diameter.	231.00	LF	29.87	6,899.97	23.00	5,313.00	60.00	13,860.00	75.00	17,325.00	141.00	32,571.00
A33	TV inspection of sewer pipe.	231.00	LF	6.18	1,427.58	2.00	462.00	5.00	1,155.00	3.20	739.20	7.00	1,617.00
A34	Force main sanitary sewer pipe 6 in. diameter.	659.00	LF	22.66	14,932.94	20.00	13,180.00	30.00	19,770.00	35.00	23,065.00	65.00	42,835.00
A35	6 in DI MJ 90 bend for force main	1.00	EA	540.75	540.75	560.00	560.00	500.00	500.00	450.00	450.00	1,000.00	1,000.00
A36	6 in DI MJ 45 bend for force main.	2.00	EA	494.40	988.80	530.00	1,060.00	500.00	1,000.00	430.00	860.00	400.00	800.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A37	6 in DI MJ 22.5 bend for force main.	1.00	EA	494.40	494.40	516.00	516.00	500.00	500.00	420.00	420.00	700.00	700.00
A38	Connect to existing sanitary sewer force main 6 in. diameter.	1.00	EA	1,030.00	1,030.00	1,300.00	1,300.00	2,000.00	2,000.00	1,800.00	1,800.00	3,600.00	3,600.00
A39	Connect to existing sanitary sewer 8 in. diameter.	1.00	EA	1,030.00	1,030.00	600.00	600.00	2,000.00	2,000.00	1,000.00	1,000.00	5,200.00	5,200.00
A40	Abandon existing 72 in. diameter Duportail lift station.	1.00	LS	5,150.00	5,150.00	12,000.00	12,000.00	15,000.00	15,000.00	15,000.00	15,000.00	5,000.00	5,000.00
A41	Lift station infrastructure.	1.00	LS	214,858.00	214,858.00	180,000.00	180,000.00	275,000.00	275,000.00	250,000.00	250,000.00	175,000.00	175,000.00
A42	Lift station electrical.	1.00	LS	164,800.00	164,800.00	118,000.00	118,000.00	150,000.00	150,000.00	260,000.00	260,000.00	125,000.00	125,000.00
A43	Lift station shoring or extra excavation.	1.00	LS	123,600.00	123,600.00	10,000.00	10,000.00	50,000.00	50,000.00	15,000.00	15,000.00	75,000.00	75,000.00
A44	Lift station dewatering.	1.00	LS	82,400.00	82,400.00	16,000.00	16,000.00	25,000.00	25,000.00	35,000.00	35,000.00	35,000.00	35,000.00
A45	Bypass pumping.	1.00	LS	36,050.00	36,050.00	13,000.00	13,000.00	15,000.00	15,000.00	25,000.00	25,000.00	40,000.00	40,000.00
A46	Lift station O&M manuals & as-built drawings.	1.00	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	CID CANAL												
A47	Controlled density fill.	8.00	CY	103.00	824.00	160.00	1,280.00	250.00	2,000.00	130.00	1,040.00	200.00	1,600.00
A48	Demolition of canal structures.	1.00	LS	53,560.00	53,560.00	37,000.00	37,000.00	50,000.00	50,000.00	20,000.00	20,000.00	150,000.00	150,000.00
A49	Cid canal rock excavation including haul.	2,020.00	CY	51.50	104,030.00	24.00	48,480.00	20.00	40,400.00	15.00	30,300.00	35.00	70,700.00
A50	Shoring for CID canal.	1.00	LS	8,538.70	8,538.70	100.00	100.00	10,000.00	10,000.00	3,000.00	3,000.00	50,000.00	50,000.00
A51	Embankment compaction for CID.	2,370.00	CY	2.58	6,102.75	20.80	49,296.00	17.50	41,475.00	6.40	15,168.00	9.00	21,330.00
A52	Rectangular concrete canal.	608.00	LF	566.50	344,432.00	695.00	422,560.00	600.00	364,800.00	740.00	449,920.00	950.00	577,600.00
A53	Concrete transition structure No. 1.	1.00	LS	56,238.00	56,238.00	51,000.00	51,000.00	50,000.00	50,000.00	55,000.00	55,000.00	85,000.00	85,000.00
A54	Concrete transition structure No. 2.	1.00	LS	9,373.00	9,373.00	9,200.00	9,200.00	10,000.00	10,000.00	19,000.00	19,000.00	30,000.00	30,000.00
A55	Crushed surfacing base course for CID.	2,340.00	CY	61.80	144,612.00	45.00	105,300.00	35.00	81,900.00	36.00	84,240.00	35.00	81,900.00
A56	4 in. drain for CID.	1.00	LS	5,768.00	5,768.00	4,530.00	4,530.00	4,000.00	4,000.00	4,100.00	4,100.00	1,000.00	1,000.00
A57	PVC drain 4 in. diameter & casing 10 in. diameter.	151.00	LF	236.90	35,771.90	83.00	12,533.00	75.00	11,325.00	110.00	16,610.00	70.00	10,570.00
A58	Underdrain pipe 4 in. diameter.	631.00	LF	30.90	19,497.90	14.00	8,834.00	10.00	6,310.00	12.00	7,572.00	14.00	8,834.00
A59	Removal & replacement of existing concrete canal lining.	1.00	LS	24,205.00	24,205.00	19,000.00	19,000.00	35,000.00	35,000.00	24,000.00	24,000.00	40,000.00	40,000.00
A60	Trench safety - CID.	782.00	LF	1.03	805.46	1.00	782.00	1.00	782.00	1.00	782.00	11.00	8,602.00
A61	Imported pipe zone bedding - for CID.	782.00	LF	5.15	4,027.30	1.10	860.20	1.10	860.20	3.00	2,346.00	35.00	27,370.00
A62	Imported pipe zone backfill - for CID.	782.00	LF	3.09	2,416.38	1.10	860.20	2.20	1,720.40	3.00	2,346.00	46.00	35,972.00
A63	CID survey monitoring.	1.00	LS	5,150.00	5,150.00	7,800.00	7,800.00	5,000.00	5,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	STRUCTURE												
A64	Structure excavation Class A including haul.	2,920.00	CY	103.00	300,760.00	43.50	127,020.00	50.00	146,000.00	40.00	116,800.00	35.00	102,200.00
A65	Shoring or extra excavation Cl. A.	1.00	LS	113,279.40	113,279.40	86,000.00	86,000.00	100,000.00	100,000.00	25,000.00	25,000.00	200,000.00	200,000.00
A66	Gravel backfill for wall.	1,060.00	CY	30.90	32,754.00	32.90	34,874.00	40.00	42,400.00	45.00	47,700.00	32.00	33,920.00
A67	Constructing 10 ft. diameter shaft.	250.00	LF	5,047.00	1,261,750.00	4,000.00	1,000,000.00	4,000.00	1,000,000.00	4,800.00	1,200,000.00	4,100.00	1,025,000.00
A68	Superstructure.	1.00	LS	7,875,071.00	7,875,071.00	7,000,000.00	7,000,000.00	8,150,000.00	8,150,000.00	7,900,000.00	7,900,000.00	7,100,000.00	7,100,000.00
A69	Traffic pedestrian barrier.	143.00	LF	206.00	29,458.00	450.00	64,350.00	300.00	42,900.00	307.00	43,901.00	150.00	21,450.00
A70	Concrete Class 4000 for retaining wall.	90.00	CY	566.50	50,985.00	790.00	71,100.00	800.00	72,000.00	1,120.00	100,800.00	1,000.00	90,000.00
A71	Epoxy-coated steel Reinforce Bar for bridge.	4,230.00	LB	1.49	6,302.70	1.34	5,668.20	5.00	21,150.00	1.35	5,710.50	1.50	6,345.00
A72	Steel Reinf. Bar for bridge.	668,800.00	LB	1.24	829,312.00	1.34	896,192.00	1.00	668,800.00	1.05	702,240.00	0.90	601,920.00
A73	Steel Reinf. Bar for retaining wall.	11,190.00	LB	1.24	13,875.60	1.34	14,994.60	1.00	11,190.00	1.30	14,547.00	1.50	16,785.00
A74	Micropile (pier 2 footing & wall).	36.00	EA	5,150.00	185,400.00	3,867.00	139,212.00	3,600.00	129,600.00	3,600.00	129,600.00	6,000.00	216,000.00
A75	QA shaft test.	6.00	EA	2,060.00	12,360.00	2,600.00	15,600.00	2,500.00	15,000.00	2,550.00	15,300.00	2,100.00	12,600.00
A76	Micropile verification load testing.	4.00	EA	5,150.00	20,600.00	11,140.00	44,560.00	10,500.00	42,000.00	10,900.00	43,600.00	11,000.00	44,000.00
A77	Micropile proof load testing.	4.00	EA	1,545.00	6,180.00	2,350.00	9,400.00	2,400.00	9,600.00	2,300.00	9,200.00	1,500.00	6,000.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A78	Transverse stop bearing.	36.00	EA	154.50	5,562.00	600.00	21,600.00	250.00	9,000.00	140.00	5,040.00	200.00	7,200.00
A79	Concrete Class 4000 for bridge.	2,190.00	CY	772.50	1,691,775.00	564.00	1,235,160.00	600.00	1,314,000.00	835.00	1,828,650.00	850.00	1,861,500.00
A80	Bridge railing Type BP.	143.00	LF	100.94	14,434.42	92.00	13,156.00	100.00	14,300.00	135.00	19,305.00	60.00	8,580.00
A81	Noise barrier wall Type 2D.	17,460.00	SF	77.25	1,348,785.00	72.00	1,257,120.00	55.00	960,300.00	100.00	1,746,000.00	72.00	1,257,120.00
A82	Concrete fascia panel for geosynthetic wall.	2,630.00	SF	46.35	121,900.50	53.00	139,390.00	65.00	170,950.00	78.00	205,140.00	55.00	144,650.00
A83	Prefabricated drainage mat.	144.00	SY	13.39	1,928.16	25.00	3,600.00	10.00	1,440.00	12.00	1,728.00	15.00	2,160.00
A84	Bridge approach slab.	440.00	SY	257.50	113,300.00	252.00	110,880.00	250.00	110,000.00	310.00	136,400.00	250.00	110,000.00
A85	Work access - work platform over CID canal.	1.00	LS	247,200.00	247,200.00	290,000.00	290,000.00	50,000.00	50,000.00	55,000.00	55,000.00	500,000.00	500,000.00
A86	In-water work berm.	1.00	LS	772,500.00	772,500.00	460,000.00	460,000.00	750,000.00	750,000.00	790,000.00	790,000.00	600,000.00	600,000.00
	SURFACING												
A87	Crushed surfacing base course.	4,830.00	CY	39.14	189,046.20	29.60	142,968.00	40.00	193,200.00	37.00	178,710.00	34.00	164,220.00
A88	Crushed surfacing top course.	2,000.00	CY	39.14	78,280.00	30.00	60,000.00	40.00	80,000.00	42.00	84,000.00	35.00	70,000.00
	HOT MIX ASPHALT												
A89	HMA Cl. 1/2 in. Pg70-28.	6,000.00	TON	92.70	556,200.00	90.00	540,000.00	90.00	540,000.00	88.00	528,000.00	84.00	504,000.00
A90	Job mix compliance price adjustment.	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
A91	Compaction price adjustment.	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
A92	Asphalt cost price adjustment.	1.00	CALC	10,300.00	10,300.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A93	Soil residual herbicide.	28,600.00	SY	0.21	6,006.00	0.12	3,432.00	1.00	28,600.00	0.54	15,444.00	1.00	28,600.00
	IRRIGATION & WATER DISTRIBUTION												
A94	Irrigation system Hill's Mobile Home Park.	1.00	LS	4,944.00	4,944.00	38,000.00	38,000.00	25,000.00	25,000.00	37,500.00	37,500.00	30,000.00	30,000.00
A95	Irrigation system - mitigation site.	1.00	LS	195,700.00	195,700.00	80,000.00	80,000.00	75,000.00	75,000.00	78,000.00	78,000.00	75,000.00	75,000.00
	EROSION CONTROL & ROADSIDE PLANTING												
A96	Silt fence	3,050.00	LF	3.09	9,424.50	4.40	13,420.00	5.00	15,250.00	3.00	9,150.00	4.00	12,200.00
A97	ESC lead.	1.00	LS	66,950.00	66,950.00	1,000.00	1,000.00	5,000.00	5,000.00	16,000.00	16,000.00	25,000.00	25,000.00
A98	Topsoil Type A.	2.50	AC	16,480.00	41,200.00	56,000.00	140,000.00	35,000.00	87,500.00	54,000.00	135,000.00	40,000.00	100,000.00
A99	Seeding, fertilizing, & mulching.	5.40	AC	3,090.00	16,686.00	3,290.00	17,766.00	2,700.00	14,580.00	2,720.00	14,688.00	2,600.00	14,040.00
A100	Stabilized construction entrance.	417.00	SY	46.35	19,327.95	11.00	4,587.00	15.00	6,255.00	20.00	8,340.00	15.00	6,255.00
A101	Inlet protection.	12.00	EA	51.50	618.00	86.00	1,032.00	100.00	1,200.00	70.00	840.00	100.00	1,200.00
A102	Erosion control & water pollution prevention.	1.00	LS	103,000.00	103,000.00	100,000.00	100,000.00	50,000.00	50,000.00	36,000.00	36,000.00	50,000.00	50,000.00
A103	Planting area weed control & preparation.	1.00	EST	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00
A104	Psipe (river Birch - 1.5 in cal.).	7.00	EA	360.50	2,523.50	230.00	1,610.00	150.00	1,050.00	230.00	1,610.00	150.00	1,050.00
A105	Psipe - Artemisia Tridentata / Big Sagebrush, 1 gal.	1,330.00	EA	20.60	27,398.00	12.00	15,960.00	23.00	30,590.00	12.25	16,292.50	22.00	29,260.00
A106	Psipe - Ericameria Nauseosa / Rubber Rabbitbrush, 1 gal.	443.00	EA	51.50	22,814.50	14.00	6,202.00	23.00	10,189.00	14.00	6,202.00	22.00	9,746.00
A107	Psipe - Purshia Tridentata / Antelope Bitterbrush, 1 gal.	443.00	EA	51.50	22,814.50	23.00	10,189.00	23.00	10,189.00	23.00	10,189.00	22.00	9,746.00
A108	Psipe - Salix Exigua / Narrowleaf Willow, 1 gal./lvestake.	262.00	EA	5.15	1,349.30	12.00	3,144.00	23.00	6,026.00	11.50	3,013.00	22.00	5,764.00
A109	Psipe - Philadelphus Lewisii / Mock Orange, 1 gal.	594.00	EA	10.30	6,118.20	12.00	7,128.00	23.00	13,662.00	11.50	6,831.00	22.00	13,068.00
A110	Psipe - Amelanchier Alnifolia / Serviceberry, 1 gal.	659.00	EA	15.45	10,181.55	12.00	7,908.00	23.00	15,157.00	11.50	7,578.50	22.00	14,498.00
A111	Psipe - Rosa Woodsii / Wood's Rose, 1 gal.	1,122.00	EA	10.30	11,556.60	12.00	13,464.00	23.00	25,806.00	11.75	13,183.50	22.00	24,684.00
A112	Psipe - Symphoricarpos Albus / Common Snowberry, 1 gal.	659.00	EA	10.30	6,787.70	12.00	7,908.00	23.00	15,157.00	11.75	7,743.25	22.00	14,498.00
A113	Psipe - Populus Balsamifera / Black Cottonwood, 1 gal.	98.00	EA	10.30	1,009.40	12.00	1,176.00	23.00	2,254.00	11.50	1,127.00	22.00	2,156.00
A114	Psipe - Prunus Virginia / Choke Cherry, 1 gal.	66.00	EA	10.30	679.80	12.00	792.00	23.00	1,518.00	12.00	792.00	22.00	1,452.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A115	Rototilling - 8 inch depth.	2.10	AC	4,120.00	8,652.00	5,750.00	12,075.00	500.00	1,050.00	5,600.00	11,760.00	500.00	1,050.00
A116	Bark or wood chip mulch.	445.00	CY	41.20	18,334.00	72.00	32,040.00	75.00	33,375.00	70.00	31,150.00	70.00	31,150.00
A117	Sod installation.	2,050.00	SY	10.30	21,115.00	10.00	20,500.00	10.00	20,500.00	10.00	20,500.00	5.50	11,275.00
A118	High visibility fence.	1,870.00	LF	3.09	5,778.30	3.50	6,545.00	5.00	9,350.00	2.00	3,740.00	3.50	6,545.00
A119	High visibility silt fence.	4,485.00	LF	5.15	23,097.75	3.70	16,594.50	5.00	22,425.00	3.00	13,455.00	4.00	17,940.00
A120	Stormwater Pollution Prevention Plan (SWPPP).	1.00	LS	5,150.00	5,150.00	10,000.00	10,000.00	5,000.00	5,000.00	30,000.00	30,000.00	500.00	500.00
	TRAFFIC												
A121	Cement concrete traffic curb & gutter.	9,571.00	LF	14.42	138,013.82	12.25	117,244.75	17.50	167,492.50	12.00	114,852.00	16.00	153,136.00
A122	Beam guardrail non-flared terminal.	5.00	EA	3,090.00	15,450.00	3,800.00	19,000.00	2,600.00	13,000.00	2,600.00	13,000.00	2,500.00	12,500.00
A123	Beam guardrail Type 1 - 8 ft. long post.	175.00	LF	31.93	5,587.75	36.00	6,300.00	30.00	5,250.00	31.00	5,425.00	30.00	5,250.00
A124	Beam guardrail Type 1.	1,073.00	LF	25.75	27,629.75	27.00	28,971.00	30.00	32,190.00	28.00	30,044.00	27.00	28,971.00
A125	Beam guardrail transition section Type 4.	4.00	EA	2,678.00	10,712.00	2,800.00	11,200.00	1,000.00	4,000.00	1,100.00	4,400.00	1,100.00	4,400.00
A126	Beam guardrail anchor Type 1.	1.00	EA	772.50	772.50	2,030.00	2,030.00	1,000.00	1,000.00	960.00	960.00	1,000.00	1,000.00
A127	Plastic line.	15,503.00	LF	0.21	3,255.63	1.00	15,503.00	1.00	15,503.00	1.00	15,503.00	1.00	15,503.00
A128	Plastic wide lane line.	7,346.00	LF	2.06	15,132.76	1.80	13,222.80	5.00	36,730.00	1.80	13,222.80	1.75	12,855.50
A129	Plastic traffic arrow.	9.00	EA	103.00	927.00	192.00	1,728.00	150.00	1,350.00	180.00	1,620.00	200.00	1,800.00
A130	Plastic crosswalk line.	2,342.00	SF	2.06	4,824.52	7.00	16,394.00	5.00	11,710.00	7.00	16,394.00	6.75	15,808.50
A131	Plastic stop line.	203.00	LF	5.15	1,045.45	11.00	2,233.00	10.00	2,030.00	10.00	2,030.00	10.00	2,030.00
A132	Plastic bicycle lane symbol.	16.00	EA	226.60	3,625.60	220.00	3,520.00	150.00	2,400.00	214.00	3,424.00	200.00	3,200.00
A133	Permanent signing.	1.00	LS	20,600.00	20,600.00	16,000.00	16,000.00	25,000.00	25,000.00	10,000.00	10,000.00	5,000.00	5,000.00
A134	Illumination system - roadway & pedestrian.	1.00	LS	309,000.00	309,000.00	376,000.00	376,000.00	435,000.00	435,000.00	460,000.00	460,000.00	200,000.00	200,000.00
A135	Traffic signal system - Tanglewood Drive & Duportail Street.	1.00	LS	247,200.00	247,200.00	237,000.00	237,000.00	225,000.00	225,000.00	234,000.00	234,000.00	175,000.00	175,000.00
A136	Traffic signal system - City View Drive & Duportail Street.	1.00	LS	265,740.00	265,740.00	248,000.00	248,000.00	230,000.00	230,000.00	240,000.00	240,000.00	185,000.00	185,000.00
A137	Project temporary traffic control.	1.00	LS	103,000.00	103,000.00	19,000.00	19,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00
	OTHER ITEMS												
A138	Schedule update (minimum bid \$1000).	24.00	EA	1,030.00	24,720.00	1,000.00	24,000.00	1,000.00	24,000.00	1,000.00	24,000.00	1,000.00	24,000.00
A139	Type B progress schedule (minimum bid \$25,000).	1.00	LS	25,750.00	25,750.00	25,000.00	25,000.00	25,000.00	25,000.00	35,000.00	35,000.00	25,000.00	25,000.00
A140	Gravel backfill for drain.	100.00	CY	51.50	5,150.00	28.60	2,860.00	40.00	4,000.00	90.00	9,000.00	45.00	4,500.00
A141	Construction geotextile for underground drainage.	240.00	SY	4.12	988.80	1.12	268.80	2.50	600.00	1.80	432.00	4.00	960.00
A142	Plugging existing pipe.	18.00	EA	206.00	3,708.00	200.00	3,600.00	400.00	7,200.00	360.00	6,480.00	400.00	7,200.00
A143	Structure surveying.	1.00	LS	41,200.00	41,200.00	74,000.00	74,000.00	75,000.00	75,000.00	74,000.00	74,000.00	90,000.00	90,000.00
A144	Roadway surveying.	1.00	LS	62,830.00	62,830.00	67,000.00	67,000.00	50,000.00	50,000.00	91,000.00	91,000.00	60,000.00	60,000.00
A145	Abandon existing manhole.	3.00	EA	1,030.00	3,090.00	1,500.00	4,500.00	350.00	1,050.00	500.00	1,500.00	800.00	2,400.00
A146	Licensed surveying.	1.00	EST	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
A147	Monument case, cover & pipe.	12.00	EA	412.00	4,944.00	420.00	5,040.00	500.00	6,000.00	680.00	8,160.00	400.00	4,800.00
A148	Cement concrete sidewalk.	4,230.00	SY	25.75	108,922.50	28.00	118,440.00	35.00	148,050.00	35.00	148,050.00	41.00	173,430.00
A149	Cement concrete curb ramp Type City 1B.	14.00	EA	1,133.00	15,862.00	1,050.00	14,700.00	1,000.00	14,000.00	1,100.00	15,400.00	2,800.00	39,200.00
A150	Cement concrete driveway entrance Type City.	333.00	SY	82.40	27,439.20	38.00	12,654.00	40.00	13,320.00	44.00	14,652.00	65.00	21,645.00
A151	Cable fence.	740.00	LF				-		-		-		-
A152	Bollard Type 1.	4.00	EA	1,030.00	4,120.00	890.00	3,560.00	800.00	3,200.00	960.00	3,840.00	650.00	2,600.00
A153	Manhole 48 in. diameter Type - City Storm.	3.00	EA	2,884.00	8,652.00	2,240.00	6,720.00	3,000.00	9,000.00	4,100.00	12,300.00	3,200.00	9,600.00
A154	Manhole 48 in. diameter Type - City Catch Basin.	11.00	EA	3,090.00	33,990.00	2,270.00	24,970.00	3,000.00	33,000.00	2,700.00	29,700.00	1,100.00	12,100.00
A155	Manhole 48 in. diameter Type - City Sewer.	3.00	EA	2,575.00	7,725.00	3,380.00	10,140.00	5,000.00	15,000.00	4,700.00	14,100.00	8,600.00	25,800.00
A156	Manhole 60 in. diameter Type - City Storm.	6.00	EA	3,914.00	23,484.00	3,450.00	20,700.00	5,000.00	30,000.00	4,600.00	27,600.00	4,600.00	27,600.00

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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A157	Manhole 60 in. diameter Type - City Storm over existing pipe.	1.00	EA	5,356.00	5,356.00	4,990.00	4,990.00	15,000.00	15,000.00	5,000.00	5,000.00	5,900.00	5,900.00
A158	Manhole additional height 48 in. diameter Type - City Storm.	13.00	LF	360.50	4,686.50	100.00	1,300.00	100.00	1,300.00	130.00	1,690.00	525.00	6,825.00
A159	Manhole additional height 48 in. diameter Type - City Sewer.	12.00	LF	149.35	1,792.20	77.00	924.00	100.00	1,200.00	108.00	1,296.00	375.00	4,500.00
A160	Manhole additional height 60 in. diameter Type - City Storm.	2.00	LF	515.00	1,030.00	260.00	520.00	250.00	500.00	300.00	600.00	800.00	1,600.00
A161	Chain link fence Type 4.	92.00	LF	25.75	2,369.00	30.50	2,806.00	30.00	2,760.00	30.00	2,760.00	20.00	1,840.00
A162	Field office building.	1.00	LS	-----	-----	-----	-	-----	-	-----	-	-----	-
A163	Gravel borrow for structural earth wall including haul.	2,830.00	CY	30.90	87,447.00	22.00	62,260.00	30.00	84,900.00	42.50	120,275.00	27.00	76,410.00
A164	Geosynthetic retaining wall.	2,628.00	SF	51.50	135,342.00	25.50	67,014.00	16.00	42,048.00	7.50	19,710.00	35.00	91,980.00
A165	Cement concrete sidewalk.	70.00	SY	-----	-----	-----	-	-----	-	-----	-	-----	-
A166	Structural earth wall.	188.00	SF	51.50	9,682.00	71.75	13,489.00	75.00	14,100.00	27.00	5,076.00	50.00	9,400.00
A167	Rock bolt.	1,080.00	LF	97.85	105,678.00	145.00	156,600.00	150.00	162,000.00	140.00	151,200.00	160.00	172,800.00
A168	Shotcrete facing.	1,290.00	SF	30.90	39,861.00	41.25	53,212.50	45.00	58,050.00	46.00	59,340.00	35.00	45,150.00
A169	SPCC plan.	1.00	LS	2,060.00	2,060.00	1,000.00	1,000.00	2,500.00	2,500.00	10,000.00	10,000.00	500.00	500.00
A170	Record drawings.	1.00	LS	-----	-----	-----	-	-----	-	-----	-	-----	-
A171	Wood post & cable fencing.	1,255.00	LF	20.60	25,853.00	12.20	15,311.00	25.00	31,375.00	32.00	40,160.00	32.00	40,160.00
A172	Dig & verify.	15.00	EA	515.00	7,725.00	310.00	4,650.00	150.00	2,250.00	165.00	2,475.00	210.00	3,150.00
A173	Reconstruct manhole.	5.90	LF	669.50	3,950.05	250.00	1,475.00	750.00	4,425.00	1,000.00	5,900.00	400.00	2,360.00
A174	Cement concrete patterned (4 in. concrete).	270.00	SY	103.00	27,810.00	78.00	21,060.00	60.00	16,200.00	84.00	22,680.00	90.00	24,300.00
A175	Vinyl fencing - 6 foot height.	15.00	LF	36.05	540.75	55.00	825.00	100.00	1,500.00	32.00	480.00	75.00	1,125.00
A176	Site restoration.	1.00	LS	20,600.00	20,600.00	50,000.00	50,000.00	7,500.00	7,500.00	45,000.00	45,000.00	25,000.00	25,000.00
A177	Imported pipe zone bedding.	4,084.00	LF	5.15	21,032.60	1.10	4,492.40	12.50	51,050.00	3.60	14,702.40	14.00	57,176.00
A178	Imported pipe zone backfill.	4,084.00	LF	3.09	12,619.56	2.20	8,984.80	12.50	51,050.00	6.50	26,546.00	14.00	57,176.00
A179	Trench safety.	5,115.00	LF	1.03	5,268.45	1.00	5,115.00	1.00	5,115.00	1.00	5,115.00	5.20	26,598.00
A180	Underground utility crossings - marked & unmarked.	45.00	EA	206.00	9,270.00	240.00	10,800.00	150.00	6,750.00	200.00	9,000.00	700.00	31,500.00
A181	Power & fiber hangers on bridge.	1.00	LS	153,264.00	153,264.00	103,000.00	103,000.00	75,000.00	75,000.00	129,000.00	129,000.00	125,000.00	125,000.00
A182	ADA features surveying.	1.00	LS	5,150.00	5,150.00	6,000.00	6,000.00	5,000.00	5,000.00	6,500.00	6,500.00	10,000.00	10,000.00
A183	Electrical trench Type - Primary.	2,482.00	LF	3.09	7,669.38	11.00	27,302.00	20.00	49,640.00	12.75	31,645.50	10.00	24,820.00
A184	Electrical trench Type - Secondary.	2,104.00	LF	2.06	4,334.24	9.00	18,936.00	12.00	25,248.00	8.50	17,884.00	7.00	14,728.00
A185	Imported pipe zone bedding - Type Primary Trench.	2,482.00	LF	1.55	3,847.10	1.10	2,730.20	3.00	7,446.00	1.00	2,482.00	6.00	14,892.00
A186	Imported pipe zone bedding - Type Secondary Trench.	2,104.00	LF	1.03	2,167.12	0.80	1,683.20	2.00	4,208.00	1.00	2,104.00	3.00	6,312.00
A187	Imported pipe zone backfill - Type Primary Trench.	2,482.00	LF	1.55	3,847.10	1.10	2,730.20	8.00	19,856.00	1.00	2,482.00	10.00	24,820.00
A188	Imported pipe zone backfill - Type Secondary Trench.	2,104.00	LF	1.03	2,167.12	0.80	1,683.20	4.00	8,416.00	1.00	2,104.00	5.00	10,520.00
A189	Utility trench safety.	4,219.00	LF	1.03	4,345.57	0.10	421.90	1.00	4,219.00	1.00	4,219.00	1.00	4,219.00
A190	Record drawings (minimum bid \$10,000).	1.00	LS	10,300.00	10,300.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A191	Training.	2,400.00	HR	1.00	2,400.00	1.00	2,400.00	1.00	2,400.00	12.50	30,000.00	5.00	12,000.00
A192	Force account rock bolt & rock dowel grout exceedance.	1.00	EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
A193	Construction geotextile for separation.	1,300.00	SY	5.00	6,500.00	1.80	2,340.00	1.50	1,950.00	1.40	1,820.00	3.00	3,900.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A194	Temporary chain link fence for rock catchment.	1.00	EST	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
A195	Defishing.	1.00	EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A196	PSIPE - Scirpus Microcarpus / Small-Fruited Bulrush, Bareroot / Plug	405.00	EA	2.75	1,113.75	4.00	1,620.00	7.00	2,835.00	3.90	1,579.50	6.00	2,430.00
A197	PSIPE - Juncus Balticus / Baltic Rush, Bareroot / Plug	405.00	EA	2.75	1,113.75	4.00	1,620.00	7.00	2,835.00	4.25	1,721.25	6.00	2,430.00
A198	PSIPE - Carex Stipata / Sawbeak Sedge, Bareroot / Plug	405.00	EA	2.75	1,113.75	4.00	1,620.00	7.00	2,835.00	3.90	1,579.50	6.00	2,430.00
A199	PSIPE - Schoenoplectus Tabernaemontain / Softstem Bulrush, Bareroot / Plug	405.00	EA	2.75	1,113.75	4.00	1,620.00	7.00	2,835.00	3.90	1,579.50	6.00	2,430.00
SCHEDULE A - BASE BID SUBTOTAL					\$23,026,943.02	\$21,022,760.20		\$22,606,275.60		\$22,357,775.80		\$22,562,002.50	
0% SALES TAX					-	-		-		-		-	
SCHEDULE A - BASE BID TOTAL					\$23,026,943.02	\$21,022,760.20		\$22,606,275.60		\$22,357,775.80		\$22,562,002.50	

SCHEDULE B - COR WATERLINE													
B1	Mobilization.	1.00	LS	\$311,060.00	311,060.00	25,000.00	25,000.00	375,000.00	375,000.00	10,000.00	10,000.00	10,000.00	10,000.00
B2	Waterline surveying.	1.00	LS	5,974.00	5,974.00	13,000.00	13,000.00	25,000.00	25,000.00	9,000.00	9,000.00	12,000.00	12,000.00
B3	Trench safety.	6,563.00	LF	1.03	6,759.89	1.00	6,563.00	1.00	6,563.00	1.00	6,563.00	6.50	42,659.50
B4	Dig & verify.	29.00	EA	515.00	14,935.00	310.00	8,990.00	250.00	7,250.00	210.00	6,090.00	2,200.00	63,800.00
B5	Adjust valve box.	4.00	EA	309.00	1,236.00	205.00	820.00	300.00	1,200.00	170.00	680.00	375.00	1,500.00
B6	Connect to existing water main stub 8 in.	1.00	EA	875.50	875.50	960.00	960.00	1,750.00	1,750.00	2,500.00	2,500.00	4,900.00	4,900.00
B7	Connect to existing water main 8 in.	2.00	EA	1,987.90	3,975.80	1,480.00	2,960.00	1,500.00	3,000.00	2,300.00	4,600.00	4,400.00	8,800.00
B8	24 x 8 tapping sleeve & 8 in valve assembly.	1.00	EA	5,356.00	5,356.00	8,850.00	8,850.00	7,500.00	7,500.00	15,300.00	15,300.00	12,500.00	12,500.00
B9	Reservoir connection to existing water main - Step 1.	1.00	LS	219,390.00	219,390.00	116,000.00	116,000.00	125,000.00	125,000.00	90,000.00	90,000.00	160,000.00	160,000.00
B10	Reservoir connection to existing water main - Step 2.	1.00	LS	32,548.00	32,548.00	33,000.00	33,000.00	30,000.00	30,000.00	24,000.00	24,000.00	44,000.00	44,000.00
B11	Connect to existing water main concrete cylinder pipe.	1.00	LS	31,930.00	31,930.00	26,000.00	26,000.00	50,000.00	50,000.00	19,000.00	19,000.00	17,000.00	17,000.00
B12	Rock excavation.	760.00	CY	51.50	39,140.00	32.50	24,700.00	30.00	22,800.00	105.00	79,800.00	27.00	20,520.00
B13	Ductile iron pipe for water main 6 in. diameter with restrained joint.	208.00	LF	46.35	9,640.80	35.85	7,456.80	35.00	7,280.00	35.00	7,280.00	76.00	15,808.00
B14	Ductile iron pipe for water main 8 in. diameter.	2,769.00	LF	46.35	128,343.15	32.00	88,608.00	30.00	83,070.00	30.00	83,070.00	53.00	146,757.00
B15	Ductile iron pipe for water main 10 in. diameter with restrained joint	40.00	LF	87.55	3,502.00	61.00	2,440.00	55.00	2,200.00	60.00	2,400.00	106.00	4,240.00
B16	Ductile iron pipe for water main 24 in. diameter.	342.00	LF	154.50	52,839.00	95.00	32,490.00	100.00	34,200.00	80.00	27,360.00	132.00	45,144.00
B17	Ductile iron pipe for water main 24 in. diameter with restrained joint.	1,187.00	LF	195.70	232,295.90	140.00	166,180.00	140.00	166,180.00	150.00	178,050.00	164.00	194,668.00
B18	Ductile iron pipe for water main 24 in. diameter with restrained joint for bridge crossing.	2,325.00	LF	319.30	742,372.50	158.00	367,350.00	150.00	348,750.00	320.00	744,000.00	164.00	381,300.00
B19	Ductile iron pipe for water main 36 in. diameter.	37.00	LF	226.60	8,384.20	340.00	12,580.00	300.00	11,100.00	350.00	12,950.00	415.00	15,355.00
B20	Ductile iron pipe for water main 36 in. diameter with restrained joint.	372.00	LF	231.75	86,211.00	300.00	111,600.00	300.00	111,600.00	275.00	102,300.00	390.00	145,080.00
B21	Ductile iron pipe for water main 42 in. diameter.	549.00	LF	298.70	163,986.30	400.00	219,600.00	275.00	150,975.00	250.00	137,250.00	375.00	205,875.00
B22	Ductile iron pipe for water main 42 in. diameter with restrained joint.	1,059.00	LF	303.85	321,777.15	450.00	476,550.00	350.00	370,650.00	375.00	397,125.00	450.00	476,550.00
B23	Imported pipe zone bedding 6 - 10 in. diameter.	3,017.00	LF	5.15	15,537.55	1.10	3,318.70	4.00	12,068.00	3.00	9,051.00	9.00	27,153.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B24	Imported pipe zone bedding 24 - 30 in. diameter.	1,529.00	LF	8.24	12,598.96	2.20	3,363.80	12.00	18,348.00	3.25	4,969.25	17.00	25,993.00
B25	Imported pipe zone bedding 36 - 42 in. diameter.	2,017.00	LF	14.42	29,085.14	2.20	4,437.40	20.00	40,340.00	9.50	19,161.50	29.00	58,493.00
B26	Imported pipe zone backfill 6 - 10 in. diameter.	3,017.00	LF	3.09	9,322.53	3.30	9,956.10	6.00	18,102.00	4.00	12,068.00	6.25	18,856.25
B27	Imported pipe zone backfill 24 - 30 in. diameter.	1,529.00	LF	7.21	11,024.09	4.40	6,727.60	14.00	21,406.00	7.25	11,085.25	10.00	15,290.00
B28	Imported pipe zone backfill 36 - 42 in. diameter.	2,017.00	LF	10.30	20,775.10	5.50	11,093.50	20.00	40,340.00	18.00	36,306.00	22.00	44,374.00
B29	24 x 24 in. DI FL x FL cross.	1.00	EA	13,699.00	13,699.00	9,500.00	9,500.00	10,000.00	10,000.00	8,600.00	8,600.00	14,500.00	14,500.00
B30	8 x 6 in. DI FL x FL tee.	4.00	EA	463.50	1,854.00	1,100.00	4,400.00	1,000.00	4,000.00	900.00	3,600.00	1,250.00	5,000.00
B31	8 x 6 in. DI MJ x FL tee.	5.00	EA	463.50	2,317.50	580.00	2,900.00	650.00	3,250.00	400.00	2,000.00	625.00	3,125.00
B32	8 x 8 in. DI MJ x FL tee.	2.00	EA	597.40	1,194.80	690.00	1,380.00	750.00	1,500.00	500.00	1,000.00	700.00	1,400.00
B33	8 x 8 in. DI FL x FL tee.	2.00	EA	597.40	1,194.80	1,100.00	2,200.00	1,150.00	2,300.00	900.00	1,800.00	2,700.00	5,400.00
B34	24 x 8 in. DI MJ x FL tee with restrained joint.	1.00	EA	4,635.00	4,635.00	6,800.00	6,800.00	7,500.00	7,500.00	6,500.00	6,500.00	11,000.00	11,000.00
B35	24 x 24 in. DI FL x FL tee.	4.00	EA	12,154.00	48,616.00	8,800.00	35,200.00	10,000.00	40,000.00	8,500.00	34,000.00	18,500.00	74,000.00
B36	24 x 24 in. DI MJ x FL tee with restrained joint.	1.00	EA	7,725.00	7,725.00	7,400.00	7,400.00	7,500.00	7,500.00	7,350.00	7,350.00	14,500.00	14,500.00
B37	36 x 10 in. DI MJ x FL tee.	1.00	EA	11,021.00	11,021.00	19,800.00	19,800.00	22,750.00	22,750.00	19,750.00	19,750.00	35,000.00	35,000.00
B38	24 x 8 in. DI FL x FL reducer.	2.00	EA	9,249.40	18,498.80	2,570.00	5,140.00	3,000.00	6,000.00	2,450.00	4,900.00	7,100.00	14,200.00
B39	36 x 24 in. DI MJ x FL reducer with restrained joint.	1.00	EA	21,115.00	21,115.00	14,900.00	14,900.00	17,000.00	17,000.00	14,600.00	14,600.00	27,500.00	27,500.00
B40	42 x 24 in. DI MJ x FL reducer with restrained joint.	1.00	EA	25,165.99	25,165.99	23,400.00	23,400.00	22,500.00	22,500.00	23,000.00	23,000.00	41,000.00	41,000.00
B41	42 x 36 in. DI FL x MJ reducer with restrained joint.	1.00	EA	27,995.40	27,995.40	21,200.00	21,200.00	25,000.00	25,000.00	21,000.00	21,000.00	39,000.00	39,000.00
B42	8 in. DI MJ 11.25 bend.	3.00	EA	422.30	1,266.90	420.00	1,260.00	400.00	1,200.00	300.00	900.00	1,100.00	3,300.00
B43	8 in. DI MJ 22.5 bend.	1.00	EA	432.60	432.60	430.00	430.00	400.00	400.00	300.00	300.00	1,100.00	1,100.00
B44	8 in. DI MJ 45 bend.	1.00	EA	442.90	442.90	430.00	430.00	400.00	400.00	300.00	300.00	1,100.00	1,100.00
B45	8 in. DI MJ 90 bend.	1.00	EA	484.10	484.10	295.00	295.00	350.00	350.00	185.00	185.00	1,300.00	1,300.00
B46	10 in. DI FL 90 bend.	1.00	EA	1,328.70	1,328.70	1,190.00	1,190.00	2,500.00	2,500.00	950.00	950.00	1,500.00	1,500.00
B47	24 in. DI MJ 11.25 bend with restrained joint.	1.00	EA	3,254.80	3,254.80	3,000.00	3,000.00	3,000.00	3,000.00	3,200.00	3,200.00	3,800.00	3,800.00
B48	24 in DI MJ 90 bend with restrained joint.	1.00	EA	4,748.30	4,748.30	3,480.00	3,480.00	4,500.00	4,500.00	3,670.00	3,670.00	3,900.00	3,900.00
B49	36 in DI MJ 11.25 bend with restrained joint.	3.00	EA	14,286.10	42,858.30	7,170.00	21,510.00	7,500.00	22,500.00	7,225.00	21,675.00	12,500.00	37,500.00
B50	36 in. DI MJ 22.5 bend with restrained joint.	1.00	EA	10,969.50	10,969.50	7,980.00	7,980.00	8,000.00	8,000.00	8,000.00	8,000.00	13,500.00	13,500.00
B51	42 in. DI MJ x FL 11.25 bend with restrained joint.	1.00	EA	28,325.00	28,325.00	21,000.00	21,000.00	26,500.00	26,500.00	20,500.00	20,500.00	47,000.00	47,000.00
B52	42 in. DI MJ 11.25 bend with restrained joint.	2.00	EA	18,313.40	36,626.80	13,000.00	26,000.00	7,500.00	15,000.00	7,150.00	14,300.00	22,000.00	44,000.00
B53	42 in. DI MJ 22.5 bend with restrained joint.	2.00	EA	16,789.00	33,578.00	13,000.00	26,000.00	12,500.00	25,000.00	12,450.00	24,900.00	20,000.00	40,000.00
B54	42 in. DI MJ 45 bend with restrained joint.	1.00	EA	19,611.20	19,611.20	15,000.00	15,000.00	15,000.00	15,000.00	14,350.00	14,350.00	21,000.00	21,000.00
B55	42 in. DI MJ 90 bend with restrained joint.	1.00	EA	26,059.00	26,059.00	19,000.00	19,000.00	20,000.00	20,000.00	18,700.00	18,700.00	26,000.00	26,000.00
B56	24 in. DI MJ cap with restrained joint.	1.00	EA	1,936.40	1,936.40	1,700.00	1,700.00	2,500.00	2,500.00	1,400.00	1,400.00	4,300.00	4,300.00
B57	8 in. DI blind flange.	3.00	EA	442.90	1,328.70	300.00	900.00	500.00	1,500.00	235.00	705.00	700.00	2,100.00
B58	Butterfly valve 10 in.	1.00	EA	9,579.00	9,579.00	2,400.00	2,400.00	6,500.00	6,500.00	2,100.00	2,100.00	4,700.00	4,700.00
B59	Butterfly valve 24 in.	10.00	EA	24,205.00	242,050.00	10,000.00	100,000.00	11,500.00	115,000.00	9,550.00	95,500.00	12,000.00	120,000.00
B60	Gate valve 8 in.	9.00	EA	2,060.00	18,540.00	1,900.00	17,100.00	2,000.00	18,000.00	1,450.00	13,050.00	1,600.00	14,400.00
B61	Hydrant assembly.	9.00	EA	5,170.60	46,535.40	4,800.00	43,200.00	4,000.00	36,000.00	3,750.00	33,750.00	5,000.00	45,000.00
B62	Resetting existing hydrant.	1.00	EA	5,665.00	5,665.00	2,300.00	2,300.00	2,500.00	2,500.00	2,450.00	2,450.00	1,800.00	1,800.00
B63	Flanged coupling adapter 8 in. diameter.	5.00	EA	494.40	2,472.00	370.00	1,850.00	500.00	2,500.00	300.00	1,500.00	550.00	2,750.00
B64	Restrained flanged coupling adapter 24 in. diameter	4.00	EA	1,812.80	7,251.20	1,000.00	4,000.00	2,250.00	9,000.00	1,025.00	4,100.00	2,500.00	10,000.00
B65	2 in. street service assembly.	3.00	EA	1,339.00	4,017.00	1,100.00	3,300.00	1,200.00	3,600.00	1,475.00	4,425.00	3,400.00	10,200.00
B66	2 in. street service line (HDPE).	100.00	LF	15.45	1,545.00	15.00	1,500.00	15.00	1,500.00	24.00	2,400.00	25.00	2,500.00
B67	Controlled density fill.	36.00	CY	103.00	3,708.00	110.00	3,960.00	125.00	4,500.00	115.00	4,140.00	160.00	5,760.00
B68	Cement concrete encasement of pipe.	55.00	LF	175.10	9,630.50	120.00	6,600.00	175.00	9,625.00	70.00	3,850.00	320.00	17,600.00
B69	Maintenance valve assembly 4 in.	3.00	EA	22,557.00	67,671.00	14,000.00	42,000.00	15,000.00	45,000.00	14,000.00	42,000.00	19,800.00	59,400.00

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B70	Comb. air release/air vacuum valve assembly 2 in.	1.00	EA	16,995.00	16,995.00	10,000.00	10,000.00	7,500.00	7,500.00	12,000.00	12,000.00	7,000.00	7,000.00
B71	Air/vacuum valve assembly 10 in.	1.00	EA	21,733.00	21,733.00	18,000.00	18,000.00	20,000.00	20,000.00	15,600.00	15,600.00	17,000.00	17,000.00
B72	Removal of water main 30 in. diameter.	22.00	LF	92.70	2,039.40	20.00	440.00	50.00	1,100.00	53.00	1,166.00	60.00	1,320.00
B73	Removal of water main 36 in. diameter.	140.00	LF	97.85	13,699.00	20.00	2,800.00	55.00	7,700.00	23.00	3,220.00	37.00	5,180.00
B74	Plugging existing pipe 36 in. diameter.	12.00	EA	2,379.30	28,551.60	1,300.00	15,600.00	2,000.00	24,000.00	450.00	5,400.00	375.00	4,500.00
B75	Abandon & fill existing pipe 36 in. diameter.	420.00	LF	72.10	30,282.00	32.00	13,440.00	50.00	21,000.00	40.00	16,800.00	49.00	20,580.00
B76	Underground utility crossing - marked & unmarked.	32.00	EA	515.00	16,480.00	300.00	9,600.00	250.00	8,000.00	230.00	7,360.00	875.00	28,000.00
B77	Bridge abutment penetration seal 24 in. diameter.	6.00	EA	669.50	4,017.00	640.00	3,840.00	750.00	4,500.00	3,400.00	20,400.00	1,000.00	6,000.00
B78	Flexible expansion joint 24 in. diameter.	6.00	EA	41,200.00	247,200.00	33,000.00	198,000.00	40,000.00	240,000.00	62,000.00	372,000.00	33,000.00	198,000.00
B79	Bridge waterline pipe supports.	1.00	LS	978,500.00	978,500.00	816,000.00	816,000.00	800,000.00	800,000.00	1,150,000.00	1,150,000.00	600,000.00	600,000.00
B80	Pipe clamp/anchor @ pier 1.	1.00	LS	5,150.00	5,150.00	6,300.00	6,300.00	7,500.00	7,500.00	20,000.00	20,000.00	6,500.00	6,500.00
B81	Temporary geosynthetic retaining wall.	1,650.00	SF	20.60	33,990.00	18.00	29,700.00	17.00	28,050.00	7.75	12,787.50	28.50	47,025.00
B82	Gravel borrow for structural earth wall including haul.	650.00	CY	30.90	20,085.00	22.00	14,300.00	22.50	14,625.00	40.00	26,000.00	36.00	23,400.00
SCHEDULE B - COR WATERLINE SUBTOTAL					\$4,756,545.15	\$3,460,219.90		\$3,847,022.00		\$4,206,092.50		\$4,014,255.75	
8.6% SALES TAX					409,062.88	297,578.91		330,843.89		361,723.96		345,225.99	
SCHEDULE B - COR WATERLINE TOTAL					\$5,165,608.03	\$3,757,798.81		\$4,177,865.89		\$4,567,816.46		\$4,359,481.74	
	SCHEDULE C - ENERGY SERVICES RELOCATION												
C1	Mobilization.	1.00	LS	\$13,650.59	13,650.59	18,000.00	18,000.00	15,000.00	15,000.00	26,700.00	26,700.00	25,000.00	25,000.00
C2	Conduit pipe 4 in. diameter.	3,584.00	LF	5.97	21,396.48	9.00	32,256.00	5.00	17,920.00	5.35	19,174.40	9.00	32,256.00
C3	Conduit pipe 6 in. diameter.	4,424.00	LF	6.70	29,640.80	14.90	65,917.60	10.00	44,240.00	15.00	66,360.00	14.00	61,936.00
C4	Conduit pipe 6 in. diameter on bridge (Energy Srvc).	2,349.00	LF	23.69	55,647.81	26.70	62,718.30	15.00	35,235.00	15.00	35,235.00	13.00	30,537.00
C5	Underground utility crossing - marked & unmarked.	30.00	EA	206.00	6,180.00	77.00	2,310.00	150.00	4,500.00	53.50	1,605.00	180.00	5,400.00
C6	Power vault V3(KO).	1.00	EA	2,060.00	2,060.00	1,130.00	1,130.00	1,000.00	1,000.00	1,926.00	1,926.00	2,200.00	2,200.00
C7	Power vault V11(STL).	7.00	EA	3,090.00	21,630.00	2,600.00	18,200.00	2,500.00	17,500.00	3,300.00	23,100.00	3,700.00	25,900.00
C8	Power vault V19(STLS).	8.00	EA	3,914.00	31,312.00	4,400.00	35,200.00	4,500.00	36,000.00	5,100.00	40,800.00	5,400.00	43,200.00
C9	Power vault V29(STLS).	1.00	EA	4,738.00	4,738.00	4,900.00	4,900.00	5,000.00	5,000.00	5,600.00	5,600.00	6,000.00	6,000.00
C10	Power vault V29(WTDF).	3.00	EA	4,861.60	14,584.80	4,900.00	14,700.00	5,000.00	15,000.00	5,500.00	16,500.00	6,000.00	18,000.00
C11	Power vault VT11C2.	1.00	EA	2,678.00	2,678.00	2,300.00	2,300.00	3,500.00	3,500.00	2,840.00	2,840.00	3,400.00	3,400.00
C12	Utility survey.	1.00	LS	5,150.00	5,150.00	3,800.00	3,800.00	10,000.00	10,000.00	5,500.00	5,500.00	3,500.00	3,500.00
SCHEDULE C - ENERGY SERVICES RELOCATION SUBTOTAL					\$208,668.48	\$261,431.90		\$204,895.00		\$245,340.40		\$257,329.00	
0% SALES TAX					-	-		-		-		-	
SCHEDULE C - ENERGY SERVICES RELOCATION TOTAL					\$208,668.48	\$261,431.90		\$204,895.00		\$245,340.40		\$257,329.00	
	SCHEDULE D - CITY BROADBAND RELOCATION												
D1	Mobilization.	1.00	LS	\$4,201.37	4,201.37	5,700.00	5,700.00	5,000.00	5,000.00	9,000.00	9,000.00	5,000.00	5,000.00
D2	Conduit pipe 2 in. diameter.	6,841.00	LF	2.06	14,092.46	4.10	28,048.10	3.75	25,653.75	2.60	17,786.60	4.00	27,364.00
D3	Conduit pipe 2 in. diameter on bridge (Energy Srvc).	2,349.00	LF	12.36	29,033.64	9.60	22,550.40	8.50	19,966.50	2.60	6,107.40	4.00	9,396.00
D4	Underground utility crossing - marked & unmarked.	12.00	EA	206.00	2,472.00	78.00	936.00	150.00	1,800.00	160.00	1,920.00	190.00	2,280.00
D5	Power vault V11(STL).	4.00	EA	3,090.00	12,360.00	2,325.00	9,300.00	3,000.00	12,000.00	3,300.00	13,200.00	3,700.00	14,800.00
D6	Utility survey.	1.00	LS	2,060.00	2,060.00	2,865.00	2,865.00	5,000.00	5,000.00	4,500.00	4,500.00	2,700.00	2,700.00
SCHEDULE D - CITY BROADBAND RELOCATION SUBTOTAL					\$64,219.47	\$69,399.50		\$69,420.25		\$52,514.00		\$61,540.00	
0% SALES TAX					-	-		-		-		-	
SCHEDULE D - CITY BROADBAND RELOCATION TOTAL					\$64,219.47	\$69,399.50		\$69,420.25		\$52,514.00		\$61,540.00	

				ENGINEER'S ESTIMATE		APOLLO INC KENNEWICK, WA		N A DEGERSTROM INC SPOKANE, WA		ROTSCHY, INC VANCOUVER, WA		CASCADE BRIDGE, LLC VANCOUVER, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE E - FRANCHISE UTILITIES RELOCATION												
E1	Mobilization.	1.00	LS	\$2,709.93	2,709.93	1,800.00	1,800.00	1,500.00	1,500.00	6,000.00	6,000.00	300.00	300.00
E2	Install conduit pipe 2 in. diameter on bridge - Charter.	1,566.00	LF	12.36	19,355.76	5.20	8,143.20	5.00	7,830.00	1.00	1,566.00	2.50	3,915.00
E3	Install conduit pipe 2 in. diameter on bridge - LS Network.	1,566.00	LF	12.36	19,355.76	5.20	8,143.20	5.00	7,830.00	1.00	1,566.00	3.50	5,481.00
SCHEDULE E - FRANCHISE UTILITIES RELOCATION SUBTOTAL					\$41,421.45	\$18,086.40		\$17,160.00		\$9,132.00		\$9,696.00	
0% SALES TAX					-	-		-		-		-	
SCHEDULE E - FRANCHISE UTILITIES RELOCATION TOTAL					\$41,421.45	\$18,086.40		\$17,160.00		\$9,132.00		\$9,696.00	
SCHEDULE A - BASE BID					\$23,026,943.02	\$21,022,760.20		\$22,606,275.60		\$22,357,775.80		\$22,562,002.50	
SCHEDULE B - COR WATERLINE					5,165,608.03	3,757,798.81		4,177,865.89		4,567,816.46		4,359,481.74	
SCHEDULE C - ENERGY SERVICES RELOCATION					208,668.48	261,431.90		204,895.00		245,340.40		257,329.00	
SCHEDULE D - CITY BROADBAND RELOCATION					64,219.47	69,399.50		69,420.25		52,514.00		61,540.00	
SCHEDULE E - FRANCHISE UTILITIES RELOCATION					41,421.45	18,086.40		17,160.00		9,132.00		9,696.00	
GRAND TOTAL					\$28,506,860.45	\$25,129,476.81		\$27,075,616.74		\$27,232,578.66		\$27,250,049.24	

City of Richland

DATE BIDS OPENED:	November 30, 2017	ITB #	17-0067
DUPORTAIL BRIDGE PHASE 1			

				INTERWEST CONSTRUCTION INC BURLINGTON, WA	CECCANTI, INC TACOMA, WA		HAMILTON CONSTRUCTION CO SPRINGFIELD, OR		MAX J KUNEY CO SPOKANE, WA		GRAHAM CONTRACTING LTD BELLEVUE, WA		
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID												
	MOBILIZATION												
A1	Mobilization.	1.00	LS	2,300,000.00	2,300,000.00	2,800,000.00	2,800,000.00	2,340,000.00	2,340,000.00	2,800,000.00	2,800,000.00	2,970,000.00	2,970,000.00
	PREPARATION												
A2	Clearing & grubbing.	13.00	AC	6,000.00	78,000.00	7,000.00	91,000.00	1,650.00	21,450.00	1,650.00	21,450.00	2,500.00	32,500.00
A3	Archaeological & historical salvage.	1.00	EST	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00	10,300.00
A4	Removal of structure & obstructions.	1.00	LS	40,000.00	40,000.00	200,000.00	200,000.00	34,500.00	34,500.00	35,000.00	35,000.00	100,000.00	100,000.00
A5	Removing shaft obstructions.	1.00	EST	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50	189,262.50
A6	Remove & salvage junction box.	3.00	EA	450.00	1,350.00	300.00	900.00	325.00	975.00	350.00	1,050.00	350.00	1,050.00
A7	Remove & salvage luminaire & pole.	3.00	EA	1,150.00	3,450.00	650.00	1,950.00	1,025.00	3,075.00	1,200.00	3,600.00	1,100.00	3,300.00
A8	Abandon well & well-house removal.	1.00	LS	10,000.00	10,000.00	8,000.00	8,000.00	15,000.00	15,000.00	15,000.00	15,000.00	20,000.00	20,000.00
A9	Remove fence.	62.00	LF	9.00	558.00	4.00	248.00	7.50	465.00	2.00	124.00	5.00	310.00
A10	Fence relocation.	85.00	LF	18.00	1,530.00	20.00	1,700.00	15.00	1,275.00	18.00	1,530.00	20.00	1,700.00
	GRADING												
A11	Roadway excavation including haul.	15,120.00	CY	13.60	205,632.00	57.00	861,840.00	9.50	143,640.00	9.50	143,640.00	11.00	166,320.00
A12	Common borrow including haul.	14,480.00	CY	14.00	202,720.00	10.00	144,800.00	12.35	178,828.00	12.35	178,828.00	21.00	304,080.00
A13	Embankment compaction.	10,270.00	CY	3.50	35,945.00	3.00	30,810.00	3.50	35,945.00	3.50	35,945.00	4.00	41,080.00
A14	Sand drainage blanket.	480.00	TON	25.00	12,000.00	20.00	9,600.00	26.00	12,480.00	26.00	12,480.00	30.00	14,400.00
A15	Select borrow including haul.	3,685.00	CY	21.50	79,227.50	17.00	62,645.00	16.00	58,960.00	16.00	58,960.00	31.00	114,235.00
	DRAINAGE												
A16	Quarry spalls.	210.00	TON	30.00	6,300.00	37.00	7,770.00	22.00	4,620.00	22.00	4,620.00	25.00	5,250.00
A17	Underdrain pipe 8 in. diameter.	360.00	LF	30.00	10,800.00	34.00	12,240.00	18.00	6,480.00	18.00	6,480.00	20.00	7,200.00
	STORM SEWER												
A18	Catch basin Type - City.	26.00	EA	1,650.00	42,900.00	1,400.00	36,400.00	1,100.00	28,600.00	1,100.00	28,600.00	1,200.00	31,200.00
A19	Adjust manhole - Standard.	4.00	EA	450.00	1,800.00	540.00	2,160.00	505.00	2,020.00	505.00	2,020.00	550.00	2,200.00
A20	TV inspection of storm pipe.	3,194.00	LF	4.00	12,776.00	6.00	19,164.00	4.40	14,053.60	4.40	14,053.60	5.00	15,970.00
A21	Solid wall PVC storm sewer pipe 8 in. diameter.	214.00	LF	36.00	7,704.00	35.00	7,490.00	28.00	5,992.00	28.00	5,992.00	31.00	6,634.00
A22	Solid wall PVC storm sewer pipe 12 in. diameter.	1,423.00	LF	39.00	55,497.00	38.00	54,074.00	56.60	80,541.80	56.60	80,541.80	61.00	86,803.00
A23	Solid wall PVC storm sewer pipe 15 in. diameter.	467.00	LF	49.00	22,883.00	40.00	18,680.00	64.30	30,028.10	64.30	30,028.10	70.00	32,690.00
A24	Solid wall PVC storm sewer pipe 18 in. diameter.	105.00	LF	60.00	6,300.00	73.00	7,665.00	77.90	8,179.50	77.90	8,179.50	84.00	8,820.00
A25	Solid wall PVC storm sewer pipe 24 in. diameter.	985.00	LF	97.00	95,545.00	78.00	76,830.00	103.70	102,144.50	103.70	102,144.50	112.00	110,320.00
A26	PVC storm sewer 8 in. diameter, 45 degree bend.	2.00	EA	100.00	200.00	100.00	200.00	250.00	500.00	250.00	500.00	270.00	540.00
A27	PVC storm sewer 8 in. diameter, 90 degree bend.	1.00	EA	110.00	110.00	100.00	100.00	250.00	250.00	250.00	250.00	270.00	270.00
A28	Infiltration trench.	1,031.00	LF	120.00	123,720.00	150.00	154,650.00	81.50	84,026.50	81.50	84,026.50	88.00	90,728.00
A29	Check dam.	7.00	EA	430.00	3,010.00	270.00	1,890.00	250.00	1,750.00	250.00	1,750.00	270.00	1,890.00
A30	Aluminum trash grate - 12 inch.	8.00	EA	810.00	6,480.00	620.00	4,960.00	850.00	6,800.00	850.00	6,800.00	1,200.00	9,600.00
A31	Aluminum trash grate - 24 inch.	1.00	EA	1,550.00	1,550.00	870.00	870.00	2,000.00	2,000.00	2,000.00	2,000.00	2,500.00	2,500.00
	SANITARY SEWER												
A32	PVC sanitary sewer pipe 8 in. diameter.	231.00	LF	72.00	16,632.00	150.00	34,650.00	139.50	32,224.50	139.50	32,224.50	150.00	34,650.00
A33	TV inspection of sewer pipe.	231.00	LF	4.00	924.00	6.00	1,386.00	6.00	1,386.00	6.00	1,386.00	7.00	1,617.00
A34	Force main sanitary sewer pipe 6 in. diameter.	659.00	LF	33.00	21,747.00	67.00	44,153.00	64.00	42,176.00	64.00	42,176.00	69.00	45,471.00
A35	6 in DI MJ 90 bend for force main	1.00	EA	425.00	425.00	760.00	760.00	900.00	900.00	900.00	900.00	1,000.00	1,000.00
A36	6 in DI MJ 45 bend for force main.	2.00	EA	425.00	850.00	730.00	1,460.00	350.00	700.00	350.00	700.00	500.00	1,000.00

				INTERWEST CONSTRUCTION INC BURLINGTON, WA		CECCANTI, INC TACOMA, WA		HAMILTON CONSTRUCTION CO SPRINGFIELD, OR		MAX J KUNEY CO SPOKANE, WA		GRAHAM CONTRACTING LTD BELLEVUE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A37	6 in DI MJ 22.5 bend for force main.	1.00	EA	390.00	390.00	720.00	720.00	650.00	650.00	650.00	650.00	700.00	700.00
A38	Connect to existing sanitary sewer force main 6 in. diameter.	1.00	EA	2,500.00	2,500.00	500.00	500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,800.00	3,800.00
A39	Connect to existing sanitary sewer 8 in. diameter.	1.00	EA	2,550.00	2,550.00	1,500.00	1,500.00	5,000.00	5,000.00	5,000.00	5,000.00	5,500.00	5,500.00
A40	Abandon existing 72 in. diameter Duportail lift station.	1.00	LS	10,000.00	10,000.00	29,000.00	29,000.00	4,150.00	4,150.00	2,500.00	2,500.00	4,500.00	4,500.00
A41	Lift station infrastructure.	1.00	LS	175,000.00	175,000.00	300,000.00	300,000.00	156,550.00	156,550.00	138,000.00	138,000.00	275,000.00	275,000.00
A42	Lift station electrical.	1.00	LS	130,000.00	130,000.00	100,000.00	100,000.00	10,500.00	10,500.00	105,000.00	105,000.00	50,000.00	50,000.00
A43	Lift station shoring or extra excavation.	1.00	LS	87,000.00	87,000.00	25,000.00	25,000.00	56,400.00	56,400.00	57,000.00	57,000.00	115,000.00	115,000.00
A44	Lift station dewatering.	1.00	LS	9,000.00	9,000.00	67,000.00	67,000.00	31,500.00	31,500.00	35,000.00	35,000.00	70,000.00	70,000.00
A45	Bypass pumping.	1.00	LS	34,000.00	34,000.00	28,000.00	28,000.00	33,000.00	33,000.00	45,000.00	45,000.00	50,000.00	50,000.00
A46	Lift station O&M manuals & as-built drawings.	1.00	LS	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	CID CANAL												
A47	Controlled density fill.	8.00	CY	215.00	1,720.00	600.00	4,800.00	155.00	1,240.00	160.00	1,280.00	175.00	1,400.00
A48	Demolition of canal structures.	1.00	LS	75,000.00	75,000.00	124,000.00	124,000.00	75,000.00	75,000.00	73,000.00	73,000.00	100,000.00	100,000.00
A49	Cid canal rock excavation including haul.	2,020.00	CY	62.00	125,240.00	20.00	40,400.00	22.50	45,450.00	23.00	46,460.00	23.00	46,460.00
A50	Shoring for CID canal.	1.00	LS	59,000.00	59,000.00	25,000.00	25,000.00	125,000.00	125,000.00	36,000.00	36,000.00	18.00	18.00
A51	Embankment compaction for CID.	2,370.00	CY	21.00	49,770.00	6.00	14,220.00	8.50	20,145.00	9.00	21,330.00	10.00	23,700.00
A52	Rectangular concrete canal.	608.00	LF	610.00	370,880.00	600.00	364,800.00	650.00	395,200.00	850.00	516,800.00	600.00	364,800.00
A53	Concrete transition structure No. 1.	1.00	LS	77,000.00	77,000.00	90,000.00	90,000.00	90,000.00	90,000.00	40,000.00	40,000.00	75,000.00	75,000.00
A54	Concrete transition structure No. 2.	1.00	LS	44,000.00	44,000.00	30,000.00	30,000.00	35,000.00	35,000.00	25,000.00	25,000.00	30,000.00	30,000.00
A55	Crushed surfacing base course for CID.	2,340.00	CY	33.00	77,220.00	40.00	93,600.00	34.50	80,730.00	34.50	80,730.00	37.00	86,580.00
A56	4 in. drain for CID.	1.00	LS	5,150.00	5,150.00	5,000.00	5,000.00	900.00	900.00	910.00	910.00	1,000.00	1,000.00
A57	PVC drain 4 in. diameter & casing 10 in. diameter.	151.00	LF	91.00	13,741.00	178.00	26,878.00	68.00	10,268.00	69.00	10,419.00	75.00	11,325.00
A58	Underdrain pipe 4 in. diameter.	631.00	LF	24.00	15,144.00	15.00	9,465.00	12.00	7,572.00	12.00	7,572.00	15.00	9,465.00
A59	Removal & replacement of existing concrete canal lining.	1.00	LS	28,000.00	28,000.00	57,000.00	57,000.00	30,000.00	30,000.00	31,000.00	31,000.00	25,000.00	25,000.00
A60	Trench safety - CID.	782.00	LF	1.00	782.00	10.00	7,820.00	10.00	7,820.00	10.00	7,820.00	15.00	11,730.00
A61	Imported pipe zone bedding - for CID.	782.00	LF	2.50	1,955.00	3.00	2,346.00	34.00	26,588.00	35.00	27,370.00	37.00	28,934.00
A62	Imported pipe zone backfill - for CID.	782.00	LF	5.00	3,910.00	3.00	2,346.00	45.00	35,190.00	45.00	35,190.00	50.00	39,100.00
A63	CID survey monitoring.	1.00	LS	5,500.00	5,500.00	25,000.00	25,000.00	12,500.00	12,500.00	16,000.00	16,000.00	15,000.00	15,000.00
	STRUCTURE												
A64	Structure excavation Class A including haul.	2,920.00	CY	15.50	45,260.00	14.00	40,880.00	21.50	62,780.00	25.00	73,000.00	32.00	93,440.00
A65	Shoring or extra excavation Cl. A.	1.00	LS	100,000.00	100,000.00	300,000.00	300,000.00	81,500.00	81,500.00	65,000.00	65,000.00	125,000.00	125,000.00
A66	Gravel backfill for wall.	1,060.00	CY	36.50	38,690.00	40.00	42,400.00	27.75	29,415.00	28.00	29,680.00	30.00	31,800.00
A67	Constructing 10 ft. diameter shaft.	250.00	LF	5,150.00	1,287,500.00	2,200.00	550,000.00	4,000.00	1,000,000.00	5,600.00	1,400,000.00	4,600.00	1,150,000.00
A68	Superstructure.	1.00	LS	7,900,000.00	7,900,000.00	7,150,000.00	7,150,000.00	6,900,000.00	6,900,000.00	7,700,000.00	7,700,000.00	9,100,000.00	9,100,000.00
A69	Traffic pedestrian barrier.	143.00	LF	290.00	41,470.00	400.00	57,200.00	375.00	53,625.00	225.00	32,175.00	400.00	57,200.00
A70	Concrete Class 4000 for retaining wall.	90.00	CY	1,000.00	90,000.00	1,000.00	90,000.00	1,000.00	90,000.00	1,200.00	108,000.00	600.00	54,000.00
A71	Epoxy-coated steel Reinforce Bar for bridge.	4,230.00	LB	1.85	7,825.50	2.00	8,460.00	1.45	6,133.50	1.00	4,230.00	1.50	6,345.00
A72	Steel Reinf. Bar for bridge.	668,800.00	LB	1.15	769,120.00	1.30	869,440.00	1.15	769,120.00	0.82	548,416.00	1.00	668,800.00
A73	Steel Reinf. Bar for retaining wall.	11,190.00	LB	1.54	17,232.60	1.00	11,190.00	1.30	14,547.00	0.70	7,833.00	1.00	11,190.00
A74	Micropile (pier 2 footing & wall).	36.00	EA	6,550.00	235,800.00	5,700.00	205,200.00	5,000.00	180,000.00	6,000.00	216,000.00	3,500.00	126,000.00
A75	QA shaft test.	6.00	EA	2,275.00	13,650.00	2,100.00	12,600.00	2,400.00	14,400.00	2,500.00	15,000.00	3,500.00	21,000.00
A76	Micropile verification load testing.	4.00	EA	11,350.00	45,400.00	10,500.00	42,000.00	5,600.00	22,400.00	12,000.00	48,000.00	11,000.00	44,000.00
A77	Micropile proof load testing.	4.00	EA	1,360.00	5,440.00	1,200.00	4,800.00	3,000.00	12,000.00	2,200.00	8,800.00	2,300.00	9,200.00

				INTERWEST CONSTRUCTION INC BURLINGTON, WA		CECCANTI, INC TACOMA, WA		HAMILTON CONSTRUCTION CO SPRINGFIELD, OR		MAX J KUNEY CO SPOKANE, WA		GRAHAM CONTRACTING LTD BELLEVUE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A78	Transverse stop bearing.	36.00	EA	350.00	12,600.00	400.00	14,400.00	150.00	5,400.00	125.00	4,500.00	90.00	3,240.00
A79	Concrete Class 4000 for bridge.	2,190.00	CY	630.00	1,379,700.00	900.00	1,971,000.00	850.00	1,861,500.00	575.00	1,259,250.00	550.00	1,204,500.00
A80	Bridge railing Type BP.	143.00	LF	105.00	15,015.00	60.00	8,580.00	92.50	13,227.50	85.00	12,155.00	150.00	21,450.00
A81	Noise barrier wall Type 2D.	17,460.00	SF	55.00	960,300.00	85.00	1,484,100.00	150.00	2,619,000.00	115.00	2,007,900.00	50.00	873,000.00
A82	Concrete fascia panel for geosynthetic wall.	2,630.00	SF	89.00	234,070.00	80.00	210,400.00	100.00	263,000.00	70.00	184,100.00	42.00	110,460.00
A83	Prefabricated drainage mat.	144.00	SY	50.00	7,200.00	10.00	1,440.00	150.00	21,600.00	10.00	1,440.00	11.00	1,584.00
A84	Bridge approach slab.	440.00	SY	315.00	138,600.00	280.00	123,200.00	275.00	121,000.00	250.00	110,000.00	260.00	114,400.00
A85	Work access - work platform over CID canal.	1.00	LS	310,000.00	310,000.00	250,000.00	250,000.00	450,000.00	450,000.00	625,000.00	625,000.00	250,000.00	250,000.00
A86	In-water work berm.	1.00	LS	500,000.00	500,000.00	500,000.00	500,000.00	725,000.00	725,000.00	850,000.00	850,000.00	600,000.00	600,000.00
	SURFACING												
A87	Crushed surfacing base course.	4,830.00	CY	38.00	183,540.00	40.00	193,200.00	33.25	160,597.50	34.00	164,220.00	37.00	178,710.00
A88	Crushed surfacing top course.	2,000.00	CY	59.00	118,000.00	40.00	80,000.00	34.30	68,600.00	35.00	70,000.00	37.00	74,000.00
	HOT MIX ASPHALT												
A89	HMA Cl. 1/2 in. Pg70-28.	6,000.00	TON	90.00	540,000.00	88.00	528,000.00	82.00	492,000.00	83.00	498,000.00	90.00	540,000.00
A90	Job mix compliance price adjustment.	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
A91	Compaction price adjustment.	1.00	CALC	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
A92	Asphalt cost price adjustment.	1.00	CALC	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A93	Soil residual herbicide.	28,600.00	SY	0.30	8,580.00	0.50	14,300.00	2.75	78,650.00	0.50	14,300.00	0.50	14,300.00
	IRRIGATION & WATER DISTRIBUTION												
A94	Irrigation system Hill's Mobile Home Park.	1.00	LS	39,000.00	39,000.00	17,000.00	17,000.00	35,000.00	35,000.00	35,000.00	35,000.00	50,000.00	50,000.00
A95	Irrigation system - mitigation site.	1.00	LS	83,000.00	83,000.00	108,000.00	108,000.00	73,200.00	73,200.00	73,200.00	73,200.00	79,000.00	79,000.00
	EROSION CONTROL & ROADSIDE PLANTING												
A96	Silt fence	3,050.00	LF	4.40	13,420.00	4.00	12,200.00	4.50	13,725.00	7.00	21,350.00	6.00	18,300.00
A97	ESC lead.	1.00	LS	28,000.00	28,000.00	15,000.00	15,000.00	15,000.00	15,000.00	85,000.00	85,000.00	30,000.00	30,000.00
A98	Topsoil Type A.	2.50	AC	57,000.00	142,500.00	37,000.00	92,500.00	35,100.00	87,750.00	45,000.00	112,500.00	51,000.00	127,500.00
A99	Seeding, fertilizing, & mulching.	5.40	AC	17,000.00	91,800.00	5,700.00	30,780.00	2,900.00	15,660.00	3,000.00	16,200.00	2,600.00	14,040.00
A100	Stabilized construction entrance.	417.00	SY	20.00	8,340.00	22.00	9,174.00	20.00	8,340.00	15.00	6,255.00	39.00	16,263.00
A101	Inlet protection.	12.00	EA	78.00	936.00	100.00	1,200.00	150.00	1,800.00	225.00	2,700.00	160.00	1,920.00
A102	Erosion control & water pollution prevention.	1.00	LS	200,000.00	200,000.00	150,000.00	150,000.00	72,850.00	72,850.00	225,000.00	225,000.00	50,000.00	50,000.00
A103	Planting area weed control & preparation.	1.00	EST	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00	51,500.00
A104	Psipe (river Birch - 1.5 in cal.).	7.00	EA	230.00	1,610.00	370.00	2,590.00	220.00	1,540.00	220.00	1,540.00	225.00	1,575.00
A105	Psipe - Artemisia Tridentata / Big Sagebrush, 1 gal.	1,330.00	EA	13.00	17,290.00	17.00	22,610.00	11.50	15,295.00	12.00	15,960.00	23.00	30,590.00
A106	Psipe - Ericameria Nauseosa / Rubber Rabbitbrush, 1 gal.	443.00	EA	14.91	6,605.13	17.00	7,531.00	13.25	5,869.75	15.00	6,645.00	23.00	10,189.00
A107	Psipe - Purshia Tridentata / Antelope Bitterbrush, 1 gal.	443.00	EA	22.00	9,746.00	17.00	7,531.00	21.75	9,635.25	22.00	9,746.00	23.00	10,189.00
A108	Psipe - Salix Exigua / Narrowleaf Willow, 1 gal./lifestake.	262.00	EA	12.00	3,144.00	17.00	4,454.00	11.00	2,882.00	12.00	3,144.00	23.00	6,026.00
A109	Psipe - Philadelphus Lewisii / Mock Orange, 1 gal.	594.00	EA	12.00	7,128.00	17.00	10,098.00	11.00	6,534.00	12.00	7,128.00	23.00	13,662.00
A110	Psipe - Amelanchier Alnifolia / Serviceberry, 1 gal.	659.00	EA	12.00	7,908.00	17.00	11,203.00	11.00	7,249.00	12.00	7,908.00	23.00	15,157.00
A111	Psipe - Rosa Woodsii / Wood's Rose, 1 gal.	1,122.00	EA	12.00	13,464.00	17.00	19,074.00	11.25	12,622.50	12.00	13,464.00	23.00	25,806.00
A112	Psipe - Symphoricarpos Albus / Common Snowberry, 1 gal.	659.00	EA	12.00	7,908.00	17.00	11,203.00	11.00	7,249.00	12.00	7,908.00	23.00	15,157.00
A113	Psipe - Populus Balsamifera / Black Cottonwood, 1 gal.	98.00	EA	12.00	1,176.00	48.00	4,704.00	11.00	1,078.00	12.00	1,176.00	23.00	2,254.00
A114	Psipe - Prunus Virginia / Choke Cherry, 1 gal.	66.00	EA	12.00	792.00	48.00	3,168.00	11.25	742.50	12.00	792.00	23.00	1,518.00

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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A115	Rototilling - 8 inch depth.	2.10	AC	5,500.00	11,550.00	2,800.00	5,880.00	5,250.00	11,025.00	5,300.00	11,130.00	495.00	1,039.50
A116	Bark or wood chip mulch.	445.00	CY	70.00	31,150.00	60.00	26,700.00	66.00	29,370.00	66.00	29,370.00	69.00	30,705.00
A117	Sod installation.	2,050.00	SY	10.00	20,500.00	8.00	16,400.00	9.25	18,962.50	10.00	20,500.00	1.50	3,075.00
A118	High visibility fence.	1,870.00	LF	2.20	4,114.00	2.00	3,740.00	4.00	7,480.00	8.00	14,960.00	6.00	11,220.00
A119	High visibility silt fence.	4,485.00	LF	4.40	19,734.00	4.00	17,940.00	4.00	17,940.00	12.00	53,820.00	6.00	26,910.00
A120	Stormwater Pollution Prevention Plan (SWPPP).	1.00	LS	8,000.00	8,000.00	15,000.00	15,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
	TRAFFIC												
A121	Cement concrete traffic curb & gutter.	9,571.00	LF	13.00	124,423.00	20.00	191,420.00	9.50	90,924.50	10.00	95,710.00	10.00	95,710.00
A122	Beam guardrail non-flared terminal.	5.00	EA	2,750.00	13,750.00	4,000.00	20,000.00	3,500.00	17,500.00	2,450.00	12,250.00	4,000.00	20,000.00
A123	Beam guardrail Type 1 - 8 ft. long post.	175.00	LF	32.00	5,600.00	30.00	5,250.00	33.00	5,775.00	30.00	5,250.00	35.00	6,125.00
A124	Beam guardrail Type 1.	1,073.00	LF	30.00	32,190.00	30.00	32,190.00	25.00	26,825.00	28.00	30,044.00	26.00	27,898.00
A125	Beam guardrail transition section Type 4.	4.00	EA	1,100.00	4,400.00	1,600.00	6,400.00	2,550.00	10,200.00	1,100.00	4,400.00	2,700.00	10,800.00
A126	Beam guardrail anchor Type 1.	1.00	EA	1,000.00	1,000.00	1,800.00	1,800.00	1,850.00	1,850.00	950.00	950.00	2,000.00	2,000.00
A127	Plastic line.	15,503.00	LF	1.00	15,503.00	1.00	15,503.00	1.30	20,153.90	1.35	20,929.05	1.50	23,254.50
A128	Plastic wide lane line.	7,346.00	LF	2.00	14,692.00	2.00	14,692.00	1.60	11,753.60	1.75	12,855.50	2.00	14,692.00
A129	Plastic traffic arrow.	9.00	EA	215.00	1,935.00	200.00	1,800.00	175.00	1,575.00	180.00	1,620.00	160.00	1,440.00
A130	Plastic crosswalk line.	2,342.00	SF	8.00	18,736.00	7.00	16,394.00	6.50	15,223.00	7.00	16,394.00	5.00	11,710.00
A131	Plastic stop line.	203.00	LF	12.00	2,436.00	10.00	2,030.00	8.00	1,624.00	9.00	1,827.00	10.00	2,030.00
A132	Plastic bicycle lane symbol.	16.00	EA	250.00	4,000.00	200.00	3,200.00	350.00	5,600.00	350.00	5,600.00	160.00	2,560.00
A133	Permanent signing.	1.00	LS	8,500.00	8,500.00	20,000.00	20,000.00	5,100.00	5,100.00	5,200.00	5,200.00	25,000.00	25,000.00
A134	Illumination system - roadway & pedestrian.	1.00	LS	316,000.00	316,000.00	300,000.00	300,000.00	260,000.00	260,000.00	260,000.00	260,000.00	285,000.00	285,000.00
A135	Traffic signal system - Tanglewood Drive & Duportail Street.	1.00	LS	265,000.00	265,000.00	240,000.00	240,000.00	220,000.00	220,000.00	220,000.00	220,000.00	240,000.00	240,000.00
A136	Traffic signal system - City View Drive & Duportail Street.	1.00	LS	277,000.00	277,000.00	250,000.00	250,000.00	227,000.00	227,000.00	230,000.00	230,000.00	250,000.00	250,000.00
A137	Project temporary traffic control.	1.00	LS	271,000.00	271,000.00	700,000.00	700,000.00	150,000.00	150,000.00	200,000.00	200,000.00	50,000.00	50,000.00
	OTHER ITEMS												
A138	Schedule update (minimum bid \$1000).	24.00	EA	1,000.00	24,000.00	1,000.00	24,000.00	1,000.00	24,000.00	1,000.00	24,000.00	1,000.00	24,000.00
A139	Type B progress schedule (minimum bid \$25,000).	1.00	LS	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
A140	Gravel backfill for drain.	100.00	CY	32.00	3,200.00	50.00	5,000.00	40.00	4,000.00	41.00	4,100.00	45.00	4,500.00
A141	Construction geotextile for underground drainage.	240.00	SY	1.80	432.00	2.00	480.00	3.50	840.00	4.00	960.00	4.00	960.00
A142	Plugging existing pipe.	18.00	EA	430.00	7,740.00	430.00	7,740.00	350.00	6,300.00	350.00	6,300.00	400.00	7,200.00
A143	Structure surveying.	1.00	LS	77,000.00	77,000.00	150,000.00	150,000.00	100,000.00	100,000.00	84,000.00	84,000.00	120,000.00	120,000.00
A144	Roadway surveying.	1.00	LS	70,000.00	70,000.00	100,000.00	100,000.00	50,000.00	50,000.00	42,000.00	42,000.00	70,000.00	70,000.00
A145	Abandon existing manhole.	3.00	EA	2,000.00	6,000.00	700.00	2,100.00	750.00	2,250.00	1,500.00	4,500.00	900.00	2,700.00
A146	Licensed surveying.	1.00	EST	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
A147	Monument case, cover & pipe.	12.00	EA	580.00	6,960.00	700.00	8,400.00	550.00	6,600.00	500.00	6,000.00	1,500.00	18,000.00
A148	Cement concrete sidewalk.	4,230.00	SY	29.00	122,670.00	34.00	143,820.00	30.00	126,900.00	20.00	84,600.00	29.00	122,670.00
A149	Cement concrete curb ramp Type City 1B.	14.00	EA	1,550.00	21,700.00	1,000.00	14,000.00	1,465.00	20,510.00	900.00	12,600.00	1,500.00	21,000.00
A150	Cement concrete driveway entrance Type City.	333.00	SY	40.00	13,320.00	60.00	19,980.00	41.50	13,819.50	33.00	10,989.00	42.00	13,986.00
A151	Cable fence.	740.00	LF	-----	-	-----	-	-----	-	-----	-	-----	-
A152	Bollard Type 1.	4.00	EA	1,300.00	5,200.00	800.00	3,200.00	1,250.00	5,000.00	500.00	2,000.00	1,100.00	4,400.00
A153	Manhole 48 in. diameter Type - City Storm.	3.00	EA	4,400.00	13,200.00	4,000.00	12,000.00	3,100.00	9,300.00	3,200.00	9,600.00	3,500.00	10,500.00
A154	Manhole 48 in. diameter Type - City Catch Basin.	11.00	EA	3,800.00	41,800.00	3,600.00	39,600.00	1,050.00	11,550.00	1,100.00	12,100.00	1,200.00	13,200.00
A155	Manhole 48 in. diameter Type - City Sewer.	3.00	EA	6,250.00	18,750.00	4,800.00	14,400.00	8,500.00	25,500.00	8,600.00	25,800.00	9,500.00	28,500.00
A156	Manhole 60 in. diameter Type - City Storm.	6.00	EA	6,750.00	40,500.00	6,000.00	36,000.00	4,500.00	27,000.00	4,500.00	27,000.00	5,000.00	30,000.00

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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A157	Manhole 60 in. diameter Type - City Storm over existing pipe.	1.00	EA	6,900.00	6,900.00	6,000.00	6,000.00	5,800.00	5,800.00	5,900.00	5,900.00	6,500.00	6,500.00
A158	Manhole additional height 48 in. diameter Type - City Storm.	13.00	LF	300.00	3,900.00	100.00	1,300.00	500.00	6,500.00	500.00	6,500.00	600.00	7,800.00
A159	Manhole additional height 48 in. diameter Type - City Sewer.	12.00	LF	360.00	4,320.00	100.00	1,200.00	350.00	4,200.00	350.00	4,200.00	400.00	4,800.00
A160	Manhole additional height 60 in. diameter Type - City Storm.	2.00	LF	550.00	1,100.00	100.00	200.00	750.00	1,500.00	750.00	1,500.00	900.00	1,800.00
A161	Chain link fence Type 4.	92.00	LF	30.00	2,760.00	30.00	2,760.00	25.00	2,300.00	30.00	2,760.00	30.00	2,760.00
A162	Field office building.	1.00	LS	-----	-	-----	-	-----	-	-----	-	-----	-
A163	Gravel borrow for structural earth wall including haul.	2,830.00	CY	29.00	82,070.00	30.00	84,900.00	26.00	73,580.00	30.00	84,900.00	29.00	82,070.00
A164	Geosynthetic retaining wall.	2,628.00	SF	24.00	63,072.00	24.00	63,072.00	34.00	89,352.00	22.00	57,816.00	22.00	57,816.00
A165	Cement concrete sidewalk.	70.00	SY	-----	-	-----	-	-----	-	-----	-	-----	-
A166	Structural earth wall.	188.00	SF	45.00	8,460.00	40.00	7,520.00	45.00	8,460.00	50.00	9,400.00	52.00	9,776.00
A167	Rock bolt.	1,080.00	LF	175.00	189,000.00	162.00	174,960.00	70.00	75,600.00	160.00	172,800.00	132.00	142,560.00
A168	Shotcrete facing.	1,290.00	SF	40.00	51,600.00	50.00	64,500.00	72.00	92,880.00	40.00	51,600.00	38.00	49,020.00
A169	SPCC plan.	1.00	LS	3,000.00	3,000.00	2,500.00	2,500.00	5,000.00	5,000.00	2,500.00	2,500.00	5,000.00	5,000.00
A170	Record drawings.	1.00	LS	-----	-	-----	-	-----	-	-----	-	-----	-
A171	Wood post & cable fencing.	1,255.00	LF	28.00	35,140.00	30.00	37,650.00	45.00	56,475.00	35.00	43,925.00	52.00	65,260.00
A172	Dig & verify.	15.00	EA	400.00	6,000.00	400.00	6,000.00	275.00	4,125.00	1,250.00	18,750.00	600.00	9,000.00
A173	Reconstruct manhole.	5.90	LF	280.00	1,652.00	800.00	4,720.00	275.00	1,622.50	750.00	4,425.00	400.00	2,360.00
A174	Cement concrete patterned (4 in. concrete).	270.00	SY	88.00	23,760.00	100.00	27,000.00	70.00	18,900.00	70.00	18,900.00	75.00	20,250.00
A175	Vinyl fencing - 6 foot height.	15.00	LF	70.00	1,050.00	40.00	600.00	75.00	1,125.00	200.00	3,000.00	80.00	1,200.00
A176	Site restoration.	1.00	LS	29,000.00	29,000.00	42,000.00	42,000.00	25,000.00	25,000.00	35,000.00	35,000.00	2,600.00	2,600.00
A177	Imported pipe zone bedding.	4,084.00	LF	4.00	16,336.00	3.00	12,252.00	13.75	56,155.00	14.00	57,176.00	15.00	61,260.00
A178	Imported pipe zone backfill.	4,084.00	LF	9.00	36,756.00	3.00	12,252.00	14.00	57,176.00	14.00	57,176.00	15.00	61,260.00
A179	Trench safety.	5,115.00	LF	5.00	25,575.00	7.00	35,805.00	5.00	25,575.00	5.00	25,575.00	6.00	30,690.00
A180	Underground utility crossings - marked & unmarked.	45.00	EA	650.00	29,250.00	400.00	18,000.00	650.00	29,250.00	650.00	29,250.00	725.00	32,625.00
A181	Power & fiber hangers on bridge.	1.00	LS	153,000.00	153,000.00	200,000.00	200,000.00	265,000.00	265,000.00	275,000.00	275,000.00	240,000.00	240,000.00
A182	ADA features surveying.	1.00	LS	4,500.00	4,500.00	5,000.00	5,000.00	7,500.00	7,500.00	3,900.00	3,900.00	15,000.00	15,000.00
A183	Electrical trench Type - Primary.	2,482.00	LF	23.00	57,086.00	24.00	59,568.00	9.50	23,579.00	9.50	23,579.00	10.00	24,820.00
A184	Electrical trench Type - Secondary.	2,104.00	LF	14.00	29,456.00	24.00	50,496.00	7.00	14,728.00	7.25	15,254.00	8.00	16,832.00
A185	Imported pipe zone bedding - Type Primary Trench.	2,482.00	LF	3.00	7,446.00	3.00	7,446.00	6.00	14,892.00	6.00	14,892.00	7.00	17,374.00
A186	Imported pipe zone bedding - Type Secondary Trench.	2,104.00	LF	1.50	3,156.00	2.00	4,208.00	3.25	6,838.00	3.25	6,838.00	4.00	8,416.00
A187	Imported pipe zone backfill - Type Primary Trench.	2,482.00	LF	6.00	14,892.00	3.00	7,446.00	10.25	25,440.50	10.25	25,440.50	11.00	27,302.00
A188	Imported pipe zone backfill - Type Secondary Trench.	2,104.00	LF	3.00	6,312.00	2.00	4,208.00	5.25	11,046.00	5.25	11,046.00	6.00	12,624.00
A189	Utility trench safety.	4,219.00	LF	1.00	4,219.00	1.00	4,219.00	5.00	21,095.00	5.00	21,095.00	2.00	8,438.00
A190	Record drawings (minimum bid \$10,000).	1.00	LS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	20,000.00	20,000.00
A191	Training.	2,400.00	HR	3.40	8,160.00	1.00	2,400.00	1.00	2,400.00	2.00	4,800.00	2.00	4,800.00
A192	Force account rock bolt & rock dowel grout exceedance.	1.00	EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
A193	Construction geotextile for separation.	1,300.00	SY	1.80	2,340.00	2.00	2,600.00	2.50	3,250.00	5.00	6,500.00	3.00	3,900.00

				INTERWEST CONSTRUCTION INC BURLINGTON, WA		CECCANTI, INC TACOMA, WA		HAMILTON CONSTRUCTION CO SPRINGFIELD, OR		MAX J KUNEY CO SPOKANE, WA		GRAHAM CONTRACTING LTD BELLEVUE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A194	Temporary chain link fence for rock catchment.	1.00	EST	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
A195	Defishing.	1.00	EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
A196	PSIPE - Scirpus Microcarpus / Small-Fruited Bulrush, Bareroot / Plug	405.00	EA	4.00	1,620.00	10.00	4,050.00	3.75	1,518.75	4.00	1,620.00	7.00	2,835.00
A197	PSIPE - Juncus Balticus / Baltic Rush, Bareroot / Plug	405.00	EA	4.00	1,620.00	10.00	4,050.00	4.00	1,620.00	4.00	1,620.00	7.00	2,835.00
A198	PSIPE - Carex Stipata / Sawbeak Sedge, Bareroot / Plug	405.00	EA	4.00	1,620.00	10.00	4,050.00	3.75	1,518.75	4.00	1,620.00	7.00	2,835.00
A199	PSIPE - Schoenoplectus Tabernaemontain / Softstem Bulrush, Bareroot / Plug	405.00	EA	4.00	1,620.00	10.00	4,050.00	3.75	1,518.75	4.00	1,620.00	7.00	2,835.00
SCHEDULE A - BASE BID SUBTOTAL					\$23,714,275.23	\$25,285,355.50		\$24,099,371.75		\$24,914,426.05		\$24,758,207.50	
0% SALES TAX					-	-		-		-		-	
SCHEDULE A - BASE BID TOTAL					\$23,714,275.23	\$25,285,355.50		\$24,099,371.75		\$24,914,426.05		\$24,758,207.50	
	SCHEDULE B - COR WATERLINE												
B1	Mobilization.	1.00	LS	350,000.00	350,000.00	20,000.00	20,000.00	50,000.00	50,000.00	50,000.00	50,000.00	450,000.00	450,000.00
B2	Waterline surveying.	1.00	LS	14,000.00	14,000.00	7,000.00	7,000.00	17,250.00	17,250.00	3,400.00	3,400.00	20,000.00	20,000.00
B3	Trench safety.	6,563.00	LF	3.00	19,689.00	1.00	6,563.00	6.50	42,659.50	6.50	42,659.50	7.00	45,941.00
B4	Dig & verify.	29.00	EA	400.00	11,600.00	400.00	11,600.00	2,200.00	63,800.00	2,200.00	63,800.00	2,300.00	66,700.00
B5	Adjust valve box.	4.00	EA	410.00	1,640.00	400.00	1,600.00	350.00	1,400.00	350.00	1,400.00	375.00	1,500.00
B6	Connect to existing water main stub 8 in.	1.00	EA	1,380.00	1,380.00	1,700.00	1,700.00	4,835.00	4,835.00	4,850.00	4,850.00	5,000.00	5,000.00
B7	Connect to existing water main 8 in.	2.00	EA	2,400.00	4,800.00	2,300.00	4,600.00	4,320.00	8,640.00	4,350.00	8,700.00	4,500.00	9,000.00
B8	24 x 8 tapping sleeve & 8 in valve assembly.	1.00	EA	10,500.00	10,500.00	9,000.00	9,000.00	12,380.00	12,380.00	12,500.00	12,500.00	13,000.00	13,000.00
B9	Reservoir connection to existing water main - Step 1.	1.00	LS	125,000.00	125,000.00	125,000.00	125,000.00	159,500.00	159,500.00	160,000.00	160,000.00	175,000.00	175,000.00
B10	Reservoir connection to existing water main - Step 2.	1.00	LS	38,000.00	38,000.00	48,000.00	48,000.00	43,800.00	43,800.00	45,000.00	45,000.00	50,000.00	50,000.00
B11	Connect to existing water main concrete cylinder pipe.	1.00	LS	43,000.00	43,000.00	48,000.00	48,000.00	16,500.00	16,500.00	17,000.00	17,000.00	20,000.00	20,000.00
B12	Rock excavation.	760.00	CY	100.00	76,000.00	20.00	15,200.00	26.00	19,760.00	26.00	19,760.00	28.00	21,280.00
B13	Ductile iron pipe for water main 6 in. diameter with restrained joint.	208.00	LF	36.00	7,488.00	42.00	8,736.00	75.00	15,600.00	75.00	15,600.00	80.00	16,640.00
B14	Ductile iron pipe for water main 8 in. diameter.	2,769.00	LF	40.00	110,760.00	42.00	116,298.00	52.50	145,372.50	53.00	146,757.00	55.00	152,295.00
B15	Ductile iron pipe for water main 10 in. diameter with restrained joint	40.00	LF	62.00	2,480.00	67.00	2,680.00	105.00	4,200.00	105.00	4,200.00	110.00	4,400.00
B16	Ductile iron pipe for water main 24 in. diameter.	342.00	LF	110.00	37,620.00	105.00	35,910.00	131.25	44,887.50	132.00	45,144.00	140.00	47,880.00
B17	Ductile iron pipe for water main 24 in. diameter with restrained joint.	1,187.00	LF	158.00	187,546.00	148.00	175,676.00	163.05	193,540.35	165.00	195,855.00	170.00	201,790.00
B18	Ductile iron pipe for water main 24 in. diameter with restrained joint for bridge crossing.	2,325.00	LF	157.00	365,025.00	200.00	465,000.00	226.91	527,565.75	135.00	313,875.00	220.00	511,500.00
B19	Ductile iron pipe for water main 36 in. diameter.	37.00	LF	468.00	17,316.00	280.00	10,360.00	410.00	15,170.00	410.00	15,170.00	425.00	15,725.00
B20	Ductile iron pipe for water main 36 in. diameter with restrained joint.	372.00	LF	325.00	120,900.00	280.00	104,160.00	388.25	144,429.00	390.00	145,080.00	400.00	148,800.00
B21	Ductile iron pipe for water main 42 in. diameter.	549.00	LF	337.00	185,013.00	280.00	153,720.00	372.50	204,502.50	375.00	205,875.00	385.00	211,365.00
B22	Ductile iron pipe for water main 42 in. diameter with restrained joint.	1,059.00	LF	368.00	389,712.00	330.00	349,470.00	446.50	472,843.50	450.00	476,550.00	470.00	497,730.00
B23	Imported pipe zone bedding 6 - 10 in. diameter.	3,017.00	LF	3.00	9,051.00	2.00	6,034.00	8.50	25,644.50	9.00	27,153.00	9.00	27,153.00

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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B24	Imported pipe zone bedding 24 - 30 in. diameter.	1,529.00	LF	6.00	9,174.00	11.00	16,819.00	16.50	25,228.50	17.00	25,993.00	18.00	27,522.00
B25	Imported pipe zone bedding 36 - 42 in. diameter.	2,017.00	LF	12.00	24,204.00	12.00	24,204.00	28.25	56,980.25	29.00	58,493.00	31.00	62,527.00
B26	Imported pipe zone backfill 6 - 10 in. diameter.	3,017.00	LF	4.00	12,068.00	2.00	6,034.00	6.25	18,856.25	7.00	21,119.00	7.00	21,119.00
B27	Imported pipe zone backfill 24 - 30 in. diameter.	1,529.00	LF	8.00	12,232.00	11.00	16,819.00	10.00	15,290.00	10.00	15,290.00	11.00	16,819.00
B28	Imported pipe zone backfill 36 - 42 in. diameter.	2,017.00	LF	20.00	40,340.00	12.00	24,204.00	21.50	43,365.50	22.00	44,374.00	23.00	46,391.00
B29	24 x 24 in. DI FL x FL cross.	1.00	EA	12,000.00	12,000.00	9,000.00	9,000.00	14,400.00	14,400.00	14,500.00	14,500.00	15,000.00	15,000.00
B30	8 x 6 in. DI FL x FL tee.	4.00	EA	1,100.00	4,400.00	1,000.00	4,000.00	1,225.00	4,900.00	1,250.00	5,000.00	1,300.00	5,200.00
B31	8 x 6 in. DI MJ x FL tee.	5.00	EA	570.00	2,850.00	500.00	2,500.00	605.00	3,025.00	605.00	3,025.00	625.00	3,125.00
B32	8 x 8 in. DI MJ x FL tee.	2.00	EA	690.00	1,380.00	600.00	1,200.00	675.00	1,350.00	675.00	1,350.00	700.00	1,400.00
B33	8 x 8 in. DI FL x FL tee.	2.00	EA	1,130.00	2,260.00	1,000.00	2,000.00	2,650.00	5,300.00	2,650.00	5,300.00	2,700.00	5,400.00
B34	24 x 8 in. DI MJ x FL tee with restrained joint.	1.00	EA	7,600.00	7,600.00	5,600.00	5,600.00	10,640.00	10,640.00	10,650.00	10,650.00	11,000.00	11,000.00
B35	24 x 24 in. DI FL x FL tee.	4.00	EA	9,400.00	37,600.00	10,000.00	40,000.00	18,405.00	73,620.00	18,500.00	74,000.00	20,000.00	80,000.00
B36	24 x 24 in. DI MJ x FL tee with restrained joint.	1.00	EA	8,500.00	8,500.00	10,000.00	10,000.00	14,225.00	14,225.00	14,225.00	14,225.00	15,000.00	15,000.00
B37	36 x 10 in. DI MJ x FL tee.	1.00	EA	21,900.00	21,900.00	18,000.00	18,000.00	34,750.00	34,750.00	34,750.00	34,750.00	36,000.00	36,000.00
B38	24 x 8 in. DI FL x FL reducer.	2.00	EA	5,700.00	11,400.00	3,200.00	6,400.00	7,065.00	14,130.00	7,070.00	14,140.00	7,500.00	15,000.00
B39	36 x 24 in. DI MJ x FL reducer with restrained joint.	1.00	EA	16,000.00	16,000.00	14,000.00	14,000.00	27,380.00	27,380.00	27,400.00	27,400.00	29,000.00	29,000.00
B40	42 x 24 in. DI MJ x FL reducer with restrained joint.	1.00	EA	25,000.00	25,000.00	23,000.00	23,000.00	40,870.00	40,870.00	40,900.00	40,900.00	43,000.00	43,000.00
B41	42 x 36 in. DI FL x MJ reducer with restrained joint.	1.00	EA	23,000.00	23,000.00	22,000.00	22,000.00	38,390.00	38,390.00	38,500.00	38,500.00	41,000.00	41,000.00
B42	8 in. DI MJ 11.25 bend.	3.00	EA	310.00	930.00	500.00	1,500.00	1,070.00	3,210.00	1,070.00	3,210.00	1,100.00	3,300.00
B43	8 in. DI MJ 22.5 bend.	1.00	EA	350.00	350.00	500.00	500.00	1,070.00	1,070.00	1,070.00	1,070.00	1,100.00	1,100.00
B44	8 in. DI MJ 45 bend.	1.00	EA	350.00	350.00	500.00	500.00	1,070.00	1,070.00	1,070.00	1,070.00	1,100.00	1,100.00
B45	8 in. DI MJ 90 bend.	1.00	EA	350.00	350.00	600.00	600.00	1,250.00	1,250.00	1,250.00	1,250.00	1,300.00	1,300.00
B46	10 in. DI FL 90 bend.	1.00	EA	1,120.00	1,120.00	1,000.00	1,000.00	1,475.00	1,475.00	1,500.00	1,500.00	1,550.00	1,550.00
B47	24 in. DI MJ 11.25 bend with restrained joint.	1.00	EA	3,800.00	3,800.00	5,000.00	5,000.00	3,705.00	3,705.00	3,710.00	3,710.00	3,900.00	3,900.00
B48	24 in DI MJ 90 bend with restrained joint.	1.00	EA	4,300.00	4,300.00	5,700.00	5,700.00	3,860.00	3,860.00	3,900.00	3,900.00	4,000.00	4,000.00
B49	36 in DI MJ 11.25 bend with restrained joint.	3.00	EA	7,900.00	23,700.00	7,000.00	21,000.00	12,300.00	36,900.00	12,300.00	36,900.00	13,000.00	39,000.00
B50	36 in. DI MJ 22.5 bend with restrained joint.	1.00	EA	7,900.00	7,900.00	7,000.00	7,000.00	13,100.00	13,100.00	13,200.00	13,200.00	14,000.00	14,000.00
B51	42 in. DI MJ x FL 11.25 bend with restrained joint.	1.00	EA	22,000.00	22,000.00	9,000.00	9,000.00	46,255.00	46,255.00	46,300.00	46,300.00	48,000.00	48,000.00
B52	42 in. DI MJ 11.25 bend with restrained joint.	2.00	EA	14,000.00	28,000.00	9,000.00	18,000.00	21,700.00	43,400.00	22,000.00	44,000.00	23,000.00	46,000.00
B53	42 in. DI MJ 22.5 bend with restrained joint.	2.00	EA	13,000.00	26,000.00	11,000.00	22,000.00	19,500.00	39,000.00	19,500.00	39,000.00	20,500.00	41,000.00
B54	42 in. DI MJ 45 bend with restrained joint.	1.00	EA	15,000.00	15,000.00	14,000.00	14,000.00	20,330.00	20,330.00	20,500.00	20,500.00	21,500.00	21,500.00
B55	42 in. DI MJ 90 bend with restrained joint.	1.00	EA	20,000.00	20,000.00	17,000.00	17,000.00	25,615.00	25,615.00	25,650.00	25,650.00	26,500.00	26,500.00
B56	24 in. DI MJ cap with restrained joint.	1.00	EA	1,750.00	1,750.00	3,700.00	3,700.00	4,250.00	4,250.00	4,250.00	4,250.00	4,400.00	4,400.00
B57	8 in. DI blind flange.	3.00	EA	350.00	1,050.00	500.00	1,500.00	650.00	1,950.00	650.00	1,950.00	675.00	2,025.00
B58	Butterfly valve 10 in.	1.00	EA	5,000.00	5,000.00	2,700.00	2,700.00	4,610.00	4,610.00	4,650.00	4,650.00	4,800.00	4,800.00
B59	Butterfly valve 24 in.	10.00	EA	11,900.00	119,000.00	10,500.00	105,000.00	11,550.00	115,500.00	12,000.00	120,000.00	12,000.00	120,000.00
B60	Gate valve 8 in.	9.00	EA	1,750.00	15,750.00	1,900.00	17,100.00	1,550.00	13,950.00	1,550.00	13,950.00	1,600.00	14,400.00
B61	Hydrant assembly.	9.00	EA	4,400.00	39,600.00	3,700.00	33,300.00	4,950.00	44,550.00	5,000.00	45,000.00	5,200.00	46,800.00
B62	Resetting existing hydrant.	1.00	EA	1,880.00	1,880.00	1,500.00	1,500.00	1,750.00	1,750.00	1,800.00	1,800.00	1,800.00	1,800.00
B63	Flanged coupling adapter 8 in. diameter.	5.00	EA	440.00	2,200.00	400.00	2,000.00	500.00	2,500.00	500.00	2,500.00	525.00	2,625.00
B64	Restrained flanged coupling adapter 24 in. diameter	4.00	EA	2,220.00	8,880.00	1,250.00	5,000.00	2,450.00	9,800.00	2,500.00	10,000.00	2,600.00	10,400.00
B65	2 in. street service assembly.	3.00	EA	1,600.00	4,800.00	2,000.00	6,000.00	3,400.00	10,200.00	3,500.00	10,500.00	3,550.00	10,650.00
B66	2 in. street service line (HDPE).	100.00	LF	17.40	1,740.00	37.00	3,700.00	24.40	2,440.00	25.00	2,500.00	25.00	2,500.00
B67	Controlled density fill.	36.00	CY	130.00	4,680.00	180.00	6,480.00	155.00	5,580.00	160.00	5,760.00	165.00	5,940.00
B68	Cement concrete encasement of pipe.	55.00	LF	57.00	3,135.00	300.00	16,500.00	310.00	17,050.00	315.00	17,325.00	325.00	17,875.00
B69	Maintenance valve assembly 4 in.	3.00	EA	16,500.00	49,500.00	12,500.00	37,500.00	19,500.00	58,500.00	20,000.00	60,000.00	21,000.00	63,000.00

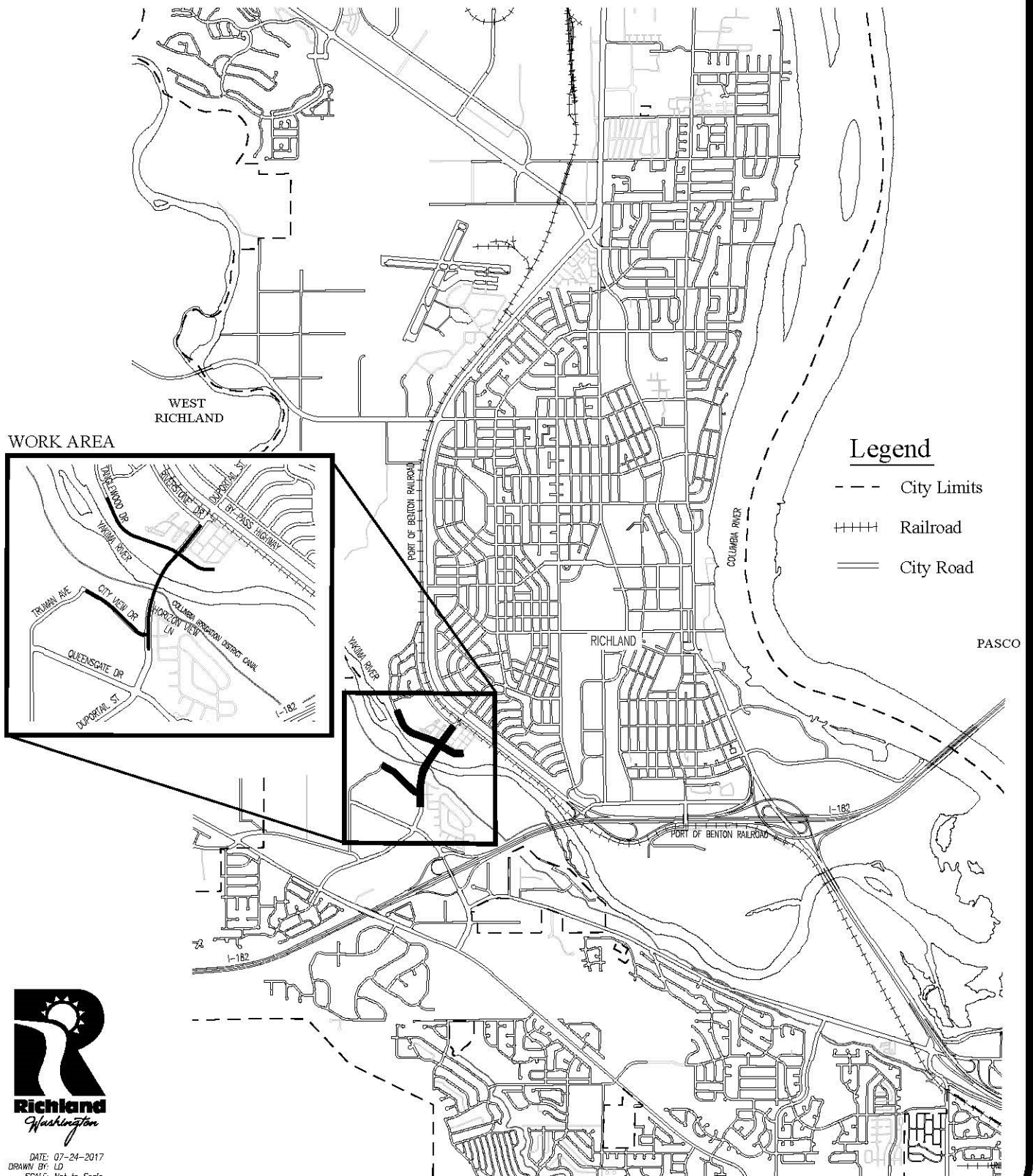
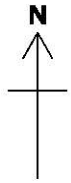
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B70	Comb. air release/air vacuum valve assembly 2 in.	1.00	EA	11,500.00	11,500.00	6,700.00	6,700.00	6,500.00	6,500.00	6,500.00	6,500.00	7,000.00	7,000.00
B71	Air/vacuum valve assembly 10 in.	1.00	EA	19,000.00	19,000.00	15,500.00	15,500.00	16,500.00	16,500.00	17,000.00	17,000.00	17,500.00	17,500.00
B72	Removal of water main 30 in. diameter.	22.00	LF	58.00	1,276.00	40.00	880.00	50.00	1,100.00	50.00	1,100.00	52.00	1,144.00
B73	Removal of water main 36 in. diameter.	140.00	LF	23.50	3,290.00	40.00	5,600.00	35.00	4,900.00	35.00	4,900.00	37.00	5,180.00
B74	Plugging existing pipe 36 in. diameter.	12.00	EA	1,340.00	16,080.00	800.00	9,600.00	350.00	4,200.00	350.00	4,200.00	375.00	4,500.00
B75	Abandon & fill existing pipe 36 in. diameter.	420.00	LF	58.00	24,360.00	60.00	25,200.00	48.00	20,160.00	48.00	20,160.00	50.00	21,000.00
B76	Underground utility crossing - marked & unmarked.	32.00	EA	650.00	20,800.00	400.00	12,800.00	850.00	27,200.00	850.00	27,200.00	900.00	28,800.00
B77	Bridge abutment penetration seal 24 in. diameter.	6.00	EA	3,250.00	19,500.00	400.00	2,400.00	3,886.89	23,321.34	700.00	4,200.00	5,000.00	30,000.00
B78	Flexible expansion joint 24 in. diameter.	6.00	EA	34,000.00	204,000.00	27,000.00	162,000.00	44,500.00	267,000.00	30,000.00	180,000.00	43,000.00	258,000.00
B79	Bridge waterline pipe supports.	1.00	LS	785,000.00	785,000.00	700,000.00	700,000.00	870,850.00	870,850.00	485,000.00	485,000.00	775,000.00	775,000.00
B80	Pipe clamp/anchor @ pier 1.	1.00	LS	12,000.00	12,000.00	10,000.00	10,000.00	8,500.00	8,500.00	10,000.00	10,000.00	11,500.00	11,500.00
B81	Temporary geosynthetic retaining wall.	1,650.00	SF	45.00	74,250.00	24.00	39,600.00	28.00	46,200.00	21.00	34,650.00	22.00	36,300.00
B82	Gravel borrow for structural earth wall including haul.	650.00	CY	30.00	19,500.00	28.00	18,200.00	35.00	22,750.00	35.00	22,750.00	38.00	24,700.00
SCHEDULE B - COR WATERLINE SUBTOTAL					\$4,023,749.00	\$3,345,347.00		\$4,529,031.94		\$3,828,442.50		\$4,967,291.00	
8.6% SALES TAX					346,042.41	287,699.84		389,496.75		329,246.06		427,187.03	
SCHEDULE B - COR WATERLINE TOTAL					\$4,369,791.41	\$3,633,046.84		\$4,918,528.69		\$4,157,688.56		\$5,394,478.03	
	SCHEDULE C - ENERGY SERVICES RELOCATION												
C1	Mobilization.	1.00	LS	30,000.00	30,000.00	500.00	500.00	25,000.00	25,000.00	1,300.00	1,300.00	25,000.00	25,000.00
C2	Conduit pipe 4 in. diameter.	3,584.00	LF	6.50	23,296.00	6.00	21,504.00	5.30	18,995.20	5.50	19,712.00	6.00	21,504.00
C3	Conduit pipe 6 in. diameter.	4,424.00	LF	11.70	51,760.80	10.00	44,240.00	9.50	42,028.00	10.00	44,240.00	10.00	44,240.00
C4	Conduit pipe 6 in. diameter on bridge (Energy Srvc).	2,349.00	LF	47.00	110,403.00	6.00	14,094.00	38.50	90,436.50	20.00	46,980.00	40.00	93,960.00
C5	Underground utility crossing - marked & unmarked.	30.00	EA	650.00	19,500.00	400.00	12,000.00	180.00	5,400.00	185.00	5,550.00	30.00	900.00
C6	Power vault V3(KO).	1.00	EA	2,660.00	2,660.00	1,500.00	1,500.00	2,175.00	2,175.00	2,200.00	2,200.00	3,000.00	3,000.00
C7	Power vault V11(STL).	7.00	EA	4,500.00	31,500.00	2,800.00	19,600.00	3,650.00	25,550.00	3,700.00	25,900.00	4,000.00	28,000.00
C8	Power vault V19(STLS).	8.00	EA	6,600.00	52,800.00	4,000.00	32,000.00	5,400.00	43,200.00	5,500.00	44,000.00	5,500.00	44,000.00
C9	Power vault V29(STLS).	1.00	EA	7,300.00	7,300.00	4,500.00	4,500.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
C10	Power vault V29(WTDF).	3.00	EA	7,300.00	21,900.00	4,500.00	13,500.00	6,000.00	18,000.00	6,000.00	18,000.00	6,000.00	18,000.00
C11	Power vault VT11C2.	1.00	EA	4,100.00	4,100.00	2,800.00	2,800.00	3,400.00	3,400.00	3,400.00	3,400.00	3,500.00	3,500.00
C12	Utility survey.	1.00	LS	5,600.00	5,600.00	500.00	500.00	7,500.00	7,500.00	1,200.00	1,200.00	5,000.00	5,000.00
SCHEDULE C - ENERGY SERVICES RELOCATION SUBTOTAL					\$360,819.80	\$166,738.00		\$287,684.70		\$218,482.00		\$293,104.00	
0% SALES TAX					-	-		-		-		-	
SCHEDULE C - ENERGY SERVICES RELOCATION TOTAL					\$360,819.80	\$166,738.00		\$287,684.70		\$218,482.00		\$293,104.00	
	SCHEDULE D - CITY BROADBAND RELOCATION												
D1	Mobilization.	1.00	LS	10,000.00	10,000.00	500.00	500.00	5,000.00	5,000.00	1,500.00	1,500.00	5,000.00	5,000.00
D2	Conduit pipe 2 in. diameter.	6,841.00	LF	6.50	44,466.50	3.00	20,523.00	2.50	17,102.50	2.50	17,102.50	3.00	20,523.00
D3	Conduit pipe 2 in. diameter on bridge (Energy Srvc).	2,349.00	LF	17.00	39,933.00	6.00	14,094.00	5.30	12,449.70	15.00	35,235.00	6.00	14,094.00
D4	Underground utility crossing - marked & unmarked.	12.00	EA	480.00	5,760.00	400.00	4,800.00	180.00	2,160.00	185.00	2,220.00	185.00	2,220.00
D5	Power vault V11(STL).	4.00	EA	4,500.00	18,000.00	2,800.00	11,200.00	3,650.00	14,600.00	3,600.00	14,400.00	4,000.00	16,000.00
D6	Utility survey.	1.00	LS	2,750.00	2,750.00	500.00	500.00	5,500.00	5,500.00	400.00	400.00	5,000.00	5,000.00
SCHEDULE D - CITY BROADBAND RELOCATION SUBTOTAL					\$120,909.50	\$51,617.00		\$56,812.20		\$70,857.50		\$62,837.00	
0% SALES TAX					-	-		-		-		-	
SCHEDULE D - CITY BROADBAND RELOCATION TOTAL					\$120,909.50	\$51,617.00		\$56,812.20		\$70,857.50		\$62,837.00	

				INTERWEST CONSTRUCTION INC BURLINGTON, WA		CECCANTI, INC TACOMA, WA		HAMILTON CONSTRUCTION CO SPRINGFIELD, OR		MAX J KUNEY CO SPOKANE, WA		GRAHAM CONTRACTING LTD BELLEVUE, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE E - FRANCHISE UTILITIES RELOCATION												
E1	Mobilization.	1.00	LS	3,000.00	3,000.00	500.00	500.00	2,400.00	2,400.00	500.00	500.00	2,500.00	2,500.00
E2	Install conduit pipe 2 in. diameter on bridge - Charter.	1,566.00	LF	11.00	17,226.00	4.00	6,264.00	7.50	11,745.00	12.00	18,792.00	8.00	12,528.00
E3	Install conduit pipe 2 in. diameter on bridge - LS Network.	1,566.00	LF	11.00	17,226.00	4.00	6,264.00	7.50	11,745.00	12.00	18,792.00	9.00	14,094.00
SCHEDULE E - FRANCHISE UTILITIES RELOCATION SUBTOTAL					\$37,452.00		\$13,028.00		\$25,890.00		\$38,084.00		\$29,122.00
0% SALES TAX					-		-		-		-		-
SCHEDULE E - FRANCHISE UTILITIES RELOCATION TOTAL					\$37,452.00		\$13,028.00		\$25,890.00		\$38,084.00		\$29,122.00
SCHEDULE A - BASE BID					\$23,714,275.23		\$25,285,355.50		\$24,099,371.75		\$24,914,426.05		\$24,758,207.50
SCHEDULE B - COR WATERLINE					4,369,791.41		3,633,046.84		4,918,528.69		4,157,688.56		5,394,478.03
SCHEDULE C - ENERGY SERVICES RELOCATION					360,819.80		166,738.00		287,684.70		218,482.00		293,104.00
SCHEDULE D - CITY BROADBAND RELOCATION					120,909.50		51,617.00		56,812.20		70,857.50		62,837.00
SCHEDULE E - FRANCHISE UTILITIES RELOCATION					37,452.00		13,028.00		25,890.00		38,084.00		29,122.00
GRAND TOTAL					\$28,084,066.64		\$29,149,785.34		\$29,388,287.34		\$29,399,538.11		\$30,537,748.53

City of Richland

DUPORTAIL BRIDGE PHASE I

CONTRACT # SB17-0067



DATE: 07-24-2017
DRAWN BY: LD
SCALE: Not to Scale
CAD DWG: a:\duportail bridge\01_engineering\9.0_exhibits\duportail bridge_vmap.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

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

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COUNCIL AGENDA ITEM COVERSHEET

Council Date: 12/19/2017

Agenda Category: Reports and Comments

Key Element:

Subject:

Mayor

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments: