



Agenda
City Council Regular Meeting
Tuesday, March 20, 2018
City Hall Council Chamber | 505 Swift Boulevard

Special City Council Workshop - 6:00 p.m. (City Hall Council Chamber)

1. *Council Dos and Don'ts* - Washington Cities Insurance Authority

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

Agenda Item:

2. Boring Cable Map (10 minutes)
 - Bob Hammond, Energy Services Director
3. On-Street Parking in the Lee Boulevard Turnaround in Howard Amon Park (5 minutes)
 - Joe Schiessl, Parks and Public Facilities Director
4. Discuss Meeting Agenda Items (15 minutes)
 - City Councilmembers

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:

5. Visit TRI-CITIES 2017 Annual Report; and 2018 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve (10 minutes)
 - Kim Shugart, Senior Vice President
6. CityView Video: Queensgate Improvement Project Update (5 minutes)
 - Pete Rogalsky, Public Works Director

Public Hearing: (Please Limit Public Hearing Comments to 3 Minutes) Note: Records intended for Council consideration must be given to the City Clerk.

Public Comments: (Please Limit Public Comments to 2 Minutes) Note: Records intended for Council consideration must be given to the City Clerk

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

Minutes:

7. Approve the Minutes of the Meetings held on January 26 & 27 and March 6, 2018
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

Ordinances - Second Reading/Passage:

8. Ordinance No. 15-18, Amending the Official Zoning Map of the City of Richland
- Kerwin Jensen, Community Development Director
9. Ordinance No. 16-18, Increasing 2018 Budget Appropriations in the Streets Capital Construction Fund, Water Fund and Sewer Fund
- Pete Rogalsky, Public Works Director

Resolutions – Adoption:

10. Resolution No. 30-18, Authorizing a Construction Agreement with Bonneville Power Administration for the Leslie Road Substation
- Bob Hammond, Energy Services Director
11. Resolution No. 34-18, Authorizing a First Amendment to the South Richland Collector Street Latecomer Agreement with Westcliffe, LLC
- Pete Rogalsky, Public Works Director
12. Resolution No. 36-18, Expressing Appreciation to David Kobus for Service on the Board of Adjustment
- Heather Kintzley, City Attorney
13. Resolution No. 37-18, Expressing Appreciation to James Watson for Service on the Board of Adjustment
- Heather Kintzley, City Attorney
14. Resolution No. 38-18, Expressing Appreciation to Ron Thomas for Service on the Economic Development Committee
- Heather Kintzley, City Attorney
15. Resolution No. 39-18, Approving the Preliminary Plat of West Vineyard Phase 2
- Kerwin Jensen, Community Development Director
16. Resolution No. 40-18, Authorizing the Circulation of a Petition Proposing Annexation of Approximately 67 Acres
- Kerwin Jensen, Community Development Director
17. Resolution No. 41-18, Authorizing a 2018 Agreement with TRIDEC for Business Recruitment
- Kerwin Jensen, Community Development Director
18. Resolution No. 42-18, Awarding Bid to Paramount Communications, Inc. for 2018 Horizontal-Directional Boring and Drilling
- Bob Hammond, Energy Services Director
19. Resolution No. 45-18, Approving the use of \$271,300 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-related Projects in 2018
- Cindy Reents, City Manager

20. Resolution No. 47-18, Authorizing Amendment No. I to the Washington State Department of Transportation Local Agency Participation Agreement for the I-182/Queensgate Ramp Terminal Improvements
 - Pete Rogalsky, Public Works Director
21. Resolution No. 48-18, Awarding Bid to Culbert Construction Inc. for the Queensgate Drive and Columbia Park Trail Improvements Project
 - Pete Rogalsky, Public Works Director
22. Resolution No. 49-18, Authorizing an Irrigation Reimbursement Agreement with Horn Rapids Storage, LLC
 - Pete Rogalsky, Public Works Director
23. Resolution No. 50-18, Awarding Bid for Duportail Bridge Materials Testing Services to Intermountain Materials Testing & Geotechnical
 - Pete Rogalsky, Public Works Director
24. Resolution No. 51-18, Awarding Bid to BCV, Inc. for the 2018 Crack Sealing and Pavement Marking Removal Project
 - Pete Rogalsky, Public Works Director
25. Resolution No. 52-18, Awarding Bid to Intermountain Slurry Seal for the 2018 Microsurfacing Project
 - Pete Rogalsky, Public Works Director
26. Resolution No. 53-18, Awarding Bid to Blackline, Inc. for the 2018 Slurry Seal Project
 - Pete Rogalsky, Public Works Director
27. Resolution No. 54-18, Authorizing a Cost Sharing Agreement with LightSpeed Networks, Inc. for Fiber Optic Infrastructure Construction as part of the Duportail Bridge Project
 - Pete Rogalsky, Public Works Director
28. Resolution No. 55-18, Authorizing a Funding Agreement with the Washington State Resource and Conservation Office for Lighting Field No. 5 at the Columbia Playfields
 - Joe Schiessl, Parks and Public Facilities Director
29. Resolution No. 56-18, Authorizing Addendum No. I to the 2010 Metro Interlocal Agreement
 - Cindy Reents, City Manager

Items for Approval:

30. Appointments to the Board of Adjustment: Robert Gray and Carl Van Hoff
 - Heather Kintzley, City Attorney
31. Appointments to the Code Enforcement Board: Gregory Levy, Alisha Victorine and Toni Ball
 - Heather Kintzley, City Attorney

Expenditures - Approval:

32. Expenditures from February 26, 2018 - March 9, 2018 for \$8,220,286.68 including Check Nos. 254986-255482, Wire Nos. 6748-6776, Payroll Check Nos. 131028-131532, and Payroll Wire/ACH Nos. 10357-10379
 - Cathleen Koch, Administrative Services Director

Tabled Business:

Items of Business:**Reports and Comments:**

1. City Manager
2. City Council
3. Mayor

Adjournment

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

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



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Agenda Item

Key Element:

Subject:

Boring Cable Map (10 minutes)

Department:

Energy Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:



COUNCIL WORKSHOP COVERSHEET

Council Date: 03/20/2018

Department: Parks & Public Facilities

Key Element:

Subject:

On-Street Parking in the Lee Boulevard Turnaround in Howard Amon Park (5 minutes)

Summary:

Discuss seasonal parking restriction to facilitate bus transportation serving commercial cruise boats at the Lee Boulevard Dock.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Presentations

Key Element:

Subject:

Visit TRI-CITIES 2017 Annual Report; and 2018 Work Plan and Request for Funds from the Tri-City Regional Hotel-Motel Commission Reserve (10 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Visit TRI-CITIES Senior Vice President, Kim Shugart, will present the Visit TRI-CITIES 2017 Annual Report; and 2018 Work Plan and request funds from the Tri-City Regional Hotel-Motel Commission Reserve. See Resolution No. 45-18 for additional details.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Presentations

Key Element:

Subject:

CityView Video: Queensgate Improvement Project Update (5 minutes)

Department:

Assistant City Manager

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Queensgate Improvement Project

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Minutes

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Approve the Minutes of the Meetings held on January 26 & 27 and March 6, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:

Approve the Minutes of the Meeting Held January 26 & 27 and March 6, 2018

Summary:

None.

Fiscal Impact:

None.

Attachments:

1. Draft 012618 & 012718 Council Annual Retreat Minutes
2. Draft 030618 Minutes



Minutes
City Council Annual Retreat
January 26 & 27, 2018
The REACH, 1943 Columbia Park Trail | Richland, WA 99352

City Council Annual Retreat: January 26, 2018 - 8:30 – 4:30 p.m.

1. Roll Call – January 26, 2018

Mayor Thompson called the Annual Council Retreat to order at 8:30 a.m. on January 26, 2018, at The REACH.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Anderson, Kent, Lemley, Alvarez and Lukson were present.

Also present were City Manager Reents and Patrick Ibarra, from the Mejorando Group.

2. Annual Retreat Items

Patrick Ibarra facilitated discussion related to benefits of good government, enhancing credibility as a governing body, strategies for creating a more credible, effective governing body and a refresher in the Council-Manager form of government. Also discussed was the concept that change is a process, not an event.

Adjournment:

Mayor Thompson adjourned the January 26, 2018 Annual Council Retreat 4:30 p.m.

City Council Annual Retreat: January 27, 2018 - 8:00 - 12:00 p.m.

1. Roll Call – January 27, 2018

Mayor Thompson call the Annual Council Retreat to order at 8:00 a.m. on January 27, 2018 at The REACH.

Attendance: Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Anderson, Kent, Lemley, Alvarez and Lukson were present.

Also present were City Manager Reents and Patrick Ibarra, from the Mejorando Group

2. Annual Retreat Items

Patrick Ibarra facilitated review and discussion of the “Seven Keys” of the Strategic Leadership Plan.

Adjournment:

Mayor Thompson adjourned the January 27, 2018, Annual Council Retreat 12:00 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 505 Swift Boulevard

Tuesday, March 6, 2018

Pre-Meeting:

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

Attendance:

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Lukson, Lemley, Anderson, Kent and Alvarez were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Public Works Director Rogalsky, Community Development Director Jensen, Human Resources Director Jubb, Finance Director Allen and City Clerk Hopkins.

1. Board Vacancies (5 minutes)
 - Cindy Reents, City Manager

Ms. Reents discussed the vacant Public Facilities District position and the need to either interview the two applicants or advertise the position again to get more applicants. Council concurred to interview the current applicants.

2. Funding Follow-Up (10 minutes)
 - Cindy Reents, City Manager

Ms. Reents discussed the current funding status of the Duportail Bridget Project and the Pavement Preservation Project.

Ms. Reents also discussed setting a meeting with the Port of Benton Commissioners regarding the feasibility study for Columbia Point South and setting a meeting with Council on strategic planning.

3. Discussion of Council Meeting Agenda Items

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

Regular Meeting:

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

Welcome and Roll Call:

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

Mayor Thompson, Mayor Pro Tem Christensen, Councilmembers Lukson, Lemley, Anderson, Kent and Alvarez were present.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Fire and Emergency Services Director Huntington, Community Development Director Jensen, Public Works Director Rogalsky, Parks and Public Facilities Director Schiessl, Police Services Director Skinner, Engineering and Operation Manager Whitney, Finance Director Allen 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 LUKSON SECONDED A MOTION TO APPROVE THE AGENDA AS PUBLISHED. THE MOTION CARRIED 7-0.

Presentations:

1. TRIDEC Annual Report (10 Minutes)
- Kerwin Jensen, Community Development Director

Traci Jao, Member Services and Communications Director, gave the 2018 Plan of Work presentation highlighting economic development, business recruitment, business retention and expansion, small business and entrepreneurs, federal programs, solar facility, community initiatives and communications.

2. Annual Parks and Recreation Commission Report (10 minutes)
- Joe Schiessl, Parks and Public Facilities Director

Maria Gutierrez, Parks and Recreation Commission Chair, gave the annual presentation. She highlighted the 2017 recreational events and park projects and discussed their 2018 goals.

Council had a question and answer period with Ms. Gutierrez.

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

Ms. Jubb said Rick Simon, Development Services Manager retired with 18 years of service. She announced the new hires which included John Olson, Emergency Communications Dispatcher and Kelly McDaniels, Accountant/Limited Term.

Public Hearing:

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

1. Proposed Vacation of a Portion of Davenport Street
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said staff has received a request from a property owner to vacate a segment of the Davenport Street right-of-way between Goethals Drive and Wellsian Way. After more discussion with the property owner the topic became dormant, however, the public hearing had already been scheduled.

Mayor Thompson opened the public hearing at 8:00 p.m.

Joe Daley, 421 W. Riverside Avenue, Spokane, WA, said he was the property owner involved in the Davenport Street right-of-way request and he explained his position on the topic.

Phyllis Strickler, Richland resident, requested that more information be recorded on the maps of potential street vacations for the public.

Mayor Thompson closed the public hearing at 8:06 p.m.

2. Proposed Increase in the 2018 Budget Appropriations in Streets Capital Construction Fund, Water Fund and Sewer Fund - Ordinance No. 16-18
- Pete Rogalsky, Public Works Director

Mr. Rogalsky said Washington State law requires that a public hearing be held prior to consideration of an ordinance to increase the appropriation of existing fund balance. Ordinance No. 16-18 proposes to appropriate the existing fund balance in the Capital Improvement fund restricted reserve fund and to make changes to the 2018 Streets Capital Construction Fund, Water Fund and Sewer Fund.

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

Mayor Thompson opened the public hearing at 8:12 p.m. and closed the hearing at 8:12:15 p.m.

Public Comments:

City Clerk Hopkins read the public comments procedure.

Lisa Bartholomew, 1520 Haines Avenue, Richland, WA, discussed her request to prohibit motorized boats on the west side of Nelson Island.

Andrew Ott, 110 Davenport Street, Richland, WA, expressed his public safety concerns regarding the street workers on Columbia Point Drive.

Consent Calendar:

City Clerk Hopkins read the Consent Calendar.

Minutes:

1. Approve the Minutes of the Meetings Held February 20 and 27, 2018
- Heather Kintzley, City Attorney

Ordinances - First Reading:

2. Ordinance No. 15-18, Amending the Official Zoning Map of the City of Richland
- Kerwin Jensen, Community Development Director
3. Ordinance No. 16-18, Increasing 2018 Budget Appropriations in the Streets Capital Construction Fund, Water Fund and Sewer Fund
- Pete Rogalsky, Public Works Director

Ordinances - Second Reading/Passage:

4. Ordinance No. 07-17, Approving a Change of Zoning on 33.3 Acres located in the Horn Rapids Golf Course Community (North Stone Richland, LLC)
- Kerwin Jensen, Community Development Director
5. Ordinance No. 11-18, Amending Section 11.40.040 of the Richland Municipal Code Related to Parking Restrictions
- Heather Kintzley, City Attorney
6. Ordinance No. 14-18, Increasing the 2018 Budget Appropriations in the General Fund and Parks Construction Fund
- Joe Schiessl, Parks and Public Facilities Director

Resolutions – Adoption:

7. Resolution No. 22-18, Approving a Purchase and Sale Agreement with Raul and Sonia Mendoza
- Kerwin Jensen, Community Development Director
8. Resolution No. 29-18, Approving a Purchase and Sale Agreement with Terence Vause
- Kerwin Jensen, Community Development Director
9. Resolution No. 31-18, Approving the Preliminary Plat of Wild Canyon
- Kerwin Jensen, Community Development Director
10. Resolution No. 32-18, Authorizing a Limited Waiver of RMC 12.10.020 Relating to Sidewalk Improvements
- Pete Rogalsky, Public Works Director
11. Resolution No. 33-18, Authorizing a Water Main Oversizing Agreement with Michael Gibbon
- Pete Rogalsky, Public Works Director

Items for Approval:

12. Authorize Travel for Mayor Thompson and Councilmember Lemley
- Cindy Reents, City Manager

Expenditures - Approval:

13. Expenditures from February 12, 2018 - February 23, 2018 for \$5,696,949.43 including Check Nos. 254589-254985, Wire Nos. 6726-6747, Payroll Check Nos. 130502-131027, and Payroll Wire/ACH Nos. 10318-10356
- Cathleen Koch, Administrative Services Director

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

Reports and Comments:

1. City Manager had no comments.
2. City Councilmembers had no comments.
3. Mayor Thompson had no comments.

Adjournment:

Mayor Thompson adjourned the meeting at 8:19 p.m.

Respectfully Submitted,

Marcia Hopkins, City Clerk

FORM APPROVED:

Robert J. Thompson, Mayor

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 15-18, Amending the Official Zoning Map of the City of Richland

Department:

Community & Development Services

Ordinance/Resolution Number:

15-18

Document Type:

Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 15-18, amending the Official Zoning Map of the City of Richland related to the rezone of properties located at the Richland Airport, Vintner's Square, Kennedy Road and Keene Road areas.

Summary:

Staff has identified four inconsistencies in the City's official zoning map and initiated this action to correct the identified discrepancies.

The four properties are located at the Richland Airport, Vintner's Square, Kennedy Road and Keene Road areas. The property at the Richland Airport consists of a two-acre site along the eastern edge of Butler Loop that is currently zoned R1-12 Single Family. The Vintner Square property is a 3.4 acre parcel that is partially developed by Les Schwab and is currently zoned as AG Agricultural. The .6 acre site north of Kennedy Road and west of Truman Avenue is currently zoned R1-10 Single Family, and the .55-acre site located north of Keene Road and east of the intersection of Keene and Kennedy Roads is currently zoned AG Agriculture.

The Planning Commission conducted a public hearing on October 25, 2017, and has recommended approval of the following zoning corrections:

Rezone the 2-acre site adjacent to the Richland Airport to I-M Medium Industrial; rezone the 3.4-acre site in Vintner Square to C-3 General Business; rezone the .6-acre site north of Kennedy Road to AG Agricultural; and rezone the .55-acre site north of Keene Road to BC Business Commerce.

Staff prepared Ordinance No. 15-18 to effectuate the housekeeping zone changes recommended by the Richland Planning Commission. Staff recommends approval for second reading and passage.

Fiscal Impact:

None

Attachments:

1. Ordinance No. 15-18
2. Z2017-104 - Staff Report

WHEN RECORDED RETURN TO:

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

ORDINANCE NO. 15-18

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 the following properties: on 2 acres from R1-12 Single Family Residential (R1-12) to Medium Industrial (I-M), said property being located within the Richland Airport; on 3.4 acres from Agricultural (AG) to General Business (C-3), said property being located at the northeast corner of Duportail and Kennedy; on .6 acres from R1-10 Single Family Residential (R1-10) to Agricultural (AG), said property being located at the northwest corner of Kennedy and Truman; on .55 acres from Agricultural (AG) to Business Commerce (B-C), said property being located north of Keene Road and east of the Richland city limits.

WHEREAS, City staff, having become aware of certain irregularities within the official City zoning map, have brought forward proposed zoning map changes; and

WHEREAS, on October 25, 2017, the Richland Planning Commission held a properly advertised public hearing to consider the proposed zoning map changes hereafter described; and

WHEREAS, the Richland Planning Commission, following the public hearing, forwarded a recommendation to the Richland City Council to approve the proposed zoning map changes; and

WHEREAS, the recommended zoning map changes are in the best interest of the community of Richland.

NOW, THEREFORE, BE IT ORDAINED by 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 in Section 2 is Medium Industrial (I-M) when consideration is given to the interest of the general public.

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

A portion of the Southwest ¼ of Section 34, Township 10 North, Range 28 East and a portion of the Northwest ¼ of Section 03, Township 9 North, Range 28 East, W.M. City of Richland, Benton County, Washington, described as follows:

*Beginning at Plat Boundary monument PB-11, as shown on the Plat of Richland recorded in Volumes 6 and 7 of Plats, records of said County and State. Said monument is at the beginning of a 5694.65 foot radius curve, and having a radial bearing of North 50°00'42" West; Thence Northeasterly a distance of 363.87 feet along the arc of said curve and the Westerly boundary of said Plat of Richland, through a central angle of 03°39'40" to the **TRUE POINT of BEGINNING**; Thence North 53°40'22" West a distance of 110.00 feet leaving said curve and boundary on a radial bearing to the beginning of a 5584.65 foot radius non-tangent having a common radius point of the aforementioned curve; Thence Northeasterly a distance of 522.03 feet along the arc of said curve through a central angle of 05°21'21" to its point of tangency; Thence North 30°58'17" East a distance of 373.47 feet leaving said curve; Thence South 59°01'43" East a distance of 110.00 feet to a point on said Westerly boundary; Thence South 30°58'17" West a distance of 373.47 feet along said boundary to the beginning of a 5694.65 foot radius curve and having a common radius point of the aforementioned curve; Thence Southwesterly a distance of 532.31 feet along the arc of said curve and said boundary through a central angle of 05°21'21" back to the true point of beginning.*

Section 3. Such land is rezoned from R1-12 Single Family Residential (R1-12) to Medium Industrial (I-M).

Section 4. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below in Section 5 is General Business (C-3) when consideration is given to the interest of the general public.

Section 5. Said property is more particularly described as follows:

In Section 21, Township 9 North, Range 28 East, Quarter NE: Short Plat #3538, Lot 1. Recorded In Volume 1 of Short Plats At Page 3538, Records Of Benton County, Washington; In Section 16 & 21, Township 9 North, Range 28 East, Quarter NE: Short

Plat #3352, Lot 1, That Portion That Lies In Section 21. Recorded In Volume 1 of Short Plats, Page 3352, Records Of Benton County, Washington; That Portion of Short Plat #3538, Lot 4 In Section 21, Township 9 North, Range 28 East, Quarter NE: Recorded In Volume 1 Of Short Plats At Page 3538, Records Of Benton County, Washington; That Portion Of Short Plat #3538, Lot 2 In Section 21, Township 9 North, Range 28 East, Quarter NE: Recorded In Volume 1 of Short Plats At Page 3538, Records Of Benton County, Washington; That Portion Of Short Plat #3538, Lot 3 In Section 21, Township 9 North, Range 28 East, Quarter NE: Recorded In Volume 1 of Short Plats At Page 3538, Records Of Benton County, Washington.

Section 6. Such land is rezoned from Agricultural (AG) to General Business (C-3).

Section 7. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below in Section 8 is Agricultural (AG) when consideration is given to the interest of the general public.

Section 8. Said property is more particularly described as follows:

That Portion Of The North Half Of The Northeast Quarter Of Section 21, Township 9 North, Range 28 East, W.M. Benton County, Washington, Lying North Of The Northerly Right Of Way Of Kennedy Road Being More Particularly Described As Follows; Beginning At The North Quarter Corner Of Said Section 21, Being The True Point Of Beginning; Thence North 89° 57' 01" East Along The North Line Of Said Section 21 A Distance Of 1387.95 Feet To A Point On The Southerly Margin Of Future Realignment Of Duportail Street; Thence South 55° 02' 36" West Along Said Southerly Margin A Distance Of 216.36 Feet To A Point Of Curve; Thence Continuing Along Said Southerly Margin Along A Curve To The Right Having A Central Angle Of 01° 00' 35", A Radius Of 1050.00 Feet, An Arc Distance Of 18.50 Feet, Thence South 40° 23' 46" East A Distance Of 171.05 Feet To The Northerly Right Of Way Of Kennedy Road And A Point On Curve; Thence Along Said Northerly Right Of Way Along A Non-Radial Curve To The Right Having A Central Angle Of 34° 20' 03" A Radius Of 1150.00 Feet, A Chord Bearing Of South 88° 10' 54" West, An Arc Distance Of 689.13 Feet; Thence North 74° 39' 13" West Along Said Northerly Right Of Way A Distance Of 650.53 Feet To A Point On The North South Center Of Section Line; Thence North 00° 10' 55" West Along Said North South Center Of Section Line A Distance Of 112.87 Feet To The True Point Of Beginning, (Bla Per Af#2000-030489, 11/29/00) Together With That Portion Of Vacated Kennedy Road, Ordinance #29-00, Af#2000-025406, 9/29/2000) Less That Portion Of The Northwest Quarter Of The Northeast Quarter Of Section 21, Township 9 North, Range 28 East, W.M., Benton County, Washington, Described As Follows; Commencing At The Northwest Corner Of Said Northeast Quarter; Thence North 89° 57' 02" East, 1195.22 Feet Along The North Line Thereof; Thence South 00° 02' 58" East, 134.30 Feet To The Southerly Right Of Way Of Duportail Street And The True Point Of Beginning; Said Point Also Being The Most Westerly Corner Of Parcel 3, Record Survey #2824, Thence South 40° 23' 46" East, 224.69 Feet Along The Westerly Line Of Said Parcel 3 To A Point On Curve On The Centerline Of Vacated Kennedy Road (The Radius Center Of Said Curve Bears North 19° 56' 26" West, 1200.00 Feet); Thence Westerly 661.12 Feet Along The Arc

Of Said Curve Through A Central Angle Of 31° 33' 59" To The Southerly Right Of Way Of Duportail Street; Thence North 69° 43' 33" East 301.46 Feet To A Point Of Curve Concave To The Northwest Having A Radius Of 1050.00 Feet; Thence Northeasterly 250.72 Feet Along The Arc Of Said Curve Through A Central Angle Of 13° 40' 51" To The Most Westerly Corner Of Parcel 3 Aforementioned And The True Point Of Beginning. Af#2006-014061, 5/05/2006; Except That Portion Of The Following Described Legal That Lies In Section 21; Township 9 North, Range 28 East, Described As Follows; A Parcel Of Land Situated In The Southeast Quarter Of Section 16, And The Northeast Quarter Of Section 21, All In Township 9 North, Range 28 East, W.M. Benton County, Washington, Being More Particularly Described As Follows; Beginning At The South Quarter Corner Of Said Section 16; Thence North 89° 57' 01" East Along The South Line Of Said Southeast Quarter Of Section 16 A Distance Of 60.00 Feet To The True Point Of Beginning; Thence North 0° 14' 44" West, Along The East Margin Of Truman Ave, A Distance Of 1310.02 Feet To A Point Of Curve; Thence Along A Curve To The Right Having A Central Angle Of 96° 39' 40", A Radius Of 30.00 Feet, An Arc Distance Of 50.61 Feet To A Point Of A Compound Curve On The Southerly Margin Of Queensgate Drive; Thence Along A Curve To The Right Having A Central Angle Of 17° 25' 48" A Radius Of 547.25 Feet, An Arc Distance Of 166.48 Feet; Thence South 66° 09' 16" East A Distance Of 1777.00 Feet To A Point Of Curve; Thence Along A Curve To The Right Having A Central Angle Of 103° 25' 05" A Radius Of 50.00 Feet A Chord Bearing Of South 14° 26' 43" East, An Arc Distance Of 90.25 Feet To A Point Of A Compound Curve On The Northerly Margin Of Duportail Street; Thence Along A Curve To The Right Having A Central Angle Of 17° 46' 47" A Radius Of 450.00 Feet, A Chord Bearing Of South 46° 09' 13" West, An Arc Distance Of 139.64 Feet; Thence South 55° 02' 36" West A Distance Of 779.76 Feet To A Point Of Curve; Thence Along A Curve To The Right Having A Central Angle Of 14° 41' 05" A Radius Of 950.00 Feet, An Arc Distance Of 243.48 Feet; Thence South 69° 43' 41" West A Distance Of 584.05 Feet To A Point Of Curve; Thence Along A Curve To The Right Having A Central Angle Of 85° 08' 26", A Radius Of 50.00 Feet, An Arc Length Of 74.30 Feet To A Point Of Reverse Curve; Thence Along A Curve To The Left Having A Central Angle Of 49° 31' 20" A Radius Of 350.00 Feet An Arc Distance Of 302.51 Feet; Thence North 74° 39' 13" West A Distance Of 44.65 Feet; Thence North 00° 10' 55" West A Distance Of 129.41 Feet To The True Point Of Beginning; Subject To All Reservations, Restrictions, Rights Of Way, And Easements, Swd Af#2006-034512, 10/17/2006, Re-Record Af#2006-033530 & 2006-020899).

Section 9. Such land is rezoned from R1-10 Single Family Residential (R1-10) to Agricultural (AG).

Section 10. It is hereby found, as an exercise of the City's police power, that the best land use classification for the land described below in Section 11 is Business Commerce (BC) when consideration is given to the interest of the general public.

Section 11. Said property is more particularly described as follows:

Portion Of The Northeast Quarter Of The Northeast Quarter Of The Northeast Quarter Of Section 20, Township 9, Range 28 East, W.M., Benton County, Washington Lying

Northeasterly Of Abandoned Railroad Right Of Way, Together With That Portion Described As Follows: A Portion Of Quit Claim Deed Recorded Under Auditors File #95-14475 Of Said County And State, More Particularly Described As Follows: Beginning At The Northeast Corner Of Said Section 20; Thence South 00°22'31" East A Distance Of 166.24 Feet Along The East Line Of Said Northeast ¼, To The True Point Of Beginning; Thence North 61°11'35" West A Distance Of 332.44 Feet Leaving Said East Line To A Point On The North Line Of Said Northeast ¼ Of Said Section 20; Thence North 88°48'25" East A Distance Of 100.00 Feet Along Said North Line To The Westerly Corner Of Statutory Warranty Deed Recorded Under Auditor's File Number 2016-023102: Thence South 61°11'35" East A Distance Of 217.91 Feet Leaving Said North Line Along The Southerly Line Of Said Deed To Its Southeasterly Corner And A Point On The East Line Of Said Northeast ¼ Of Said Section 20: Thence South 00°22'31" East A Distance Of 57.27 Feet Leaving Said Corner Along Said East Line To The True Point Of Beginning. (Boundary Line Adjustment Per Af#2017-005570, 03/02/2017)

Section 12. Such land is rezoned from Agricultural (AG) to Business Commerce (B-C).

Section 13. 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 said Official Zoning Map, and by this reference made a part of this ordinance and of the Official Zoning Map of the City.

Section 14. The City Clerk is directed to file with the Auditor of Benton County, Washington, a copy of this ordinance, duly certified by the Clerk as a true copy.

Section 15. 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 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

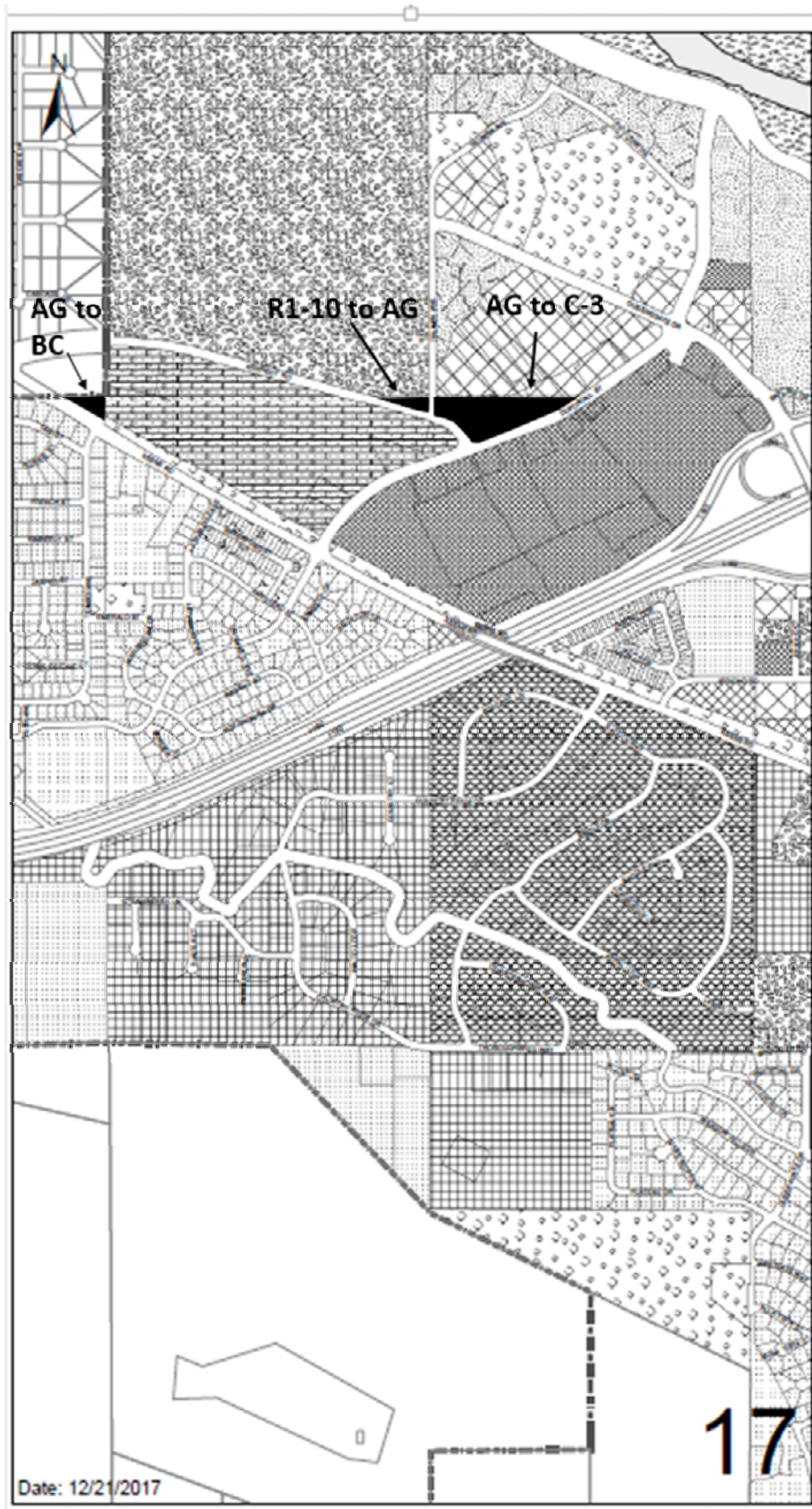
APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: March 25, 2018





**CITY OF RICHLAND DEVELOPMENT SERVICES DIVISION
STAFF REPORT TO THE PLANNING COMMISSION**

GENERAL INFORMATION:

PROPOSAL NAME: Zoning Map Clean-up

LOCATION: Various locations:
a. Richland Airport, adjacent to Butler Loop;
b. Vintner Square, adjacent to Duportail and Kennedy Roads;
c. Kennedy Road, west of Truman Avenue;
d. Keene Road, east of Kennedy Road.

APPLICANT: City of Richland

FILE NO.: Z2017-104

DESCRIPTION: Request to change zoning on 4 sites:
a. Two acre site at Richland Airport changing from R1-12 Single Family Residential to I-M Medium Industrial;
b. Three acre site in Vintner Square, changing from AG – Agricultural zone to C-3 General Business;
c. A .6 acre site on Kennedy Road changing from R1-10 Single Family Residential to AG – Agricultural;
d. A .5 acre site on Keene Road changing from AG – Agricultural to BC – Business Commerce.

PROJECT TYPE: Type 4 Zoning district amendments

HEARING DATE: October 25, 2017

REPORT BY: Rick Simon, Development Services Manager

RECOMMENDED ACTION: Approval.

DESCRIPTION OF PROPOSAL

City staff have initiated this action to correct discrepancies in the City zoning map, having identified four properties that require correction. The four properties are located within the Richland Airport, Vintner's Square, Kennedy Road and Keene Road. Descriptions for each of the four sites follows:

1. Richland Airport Property

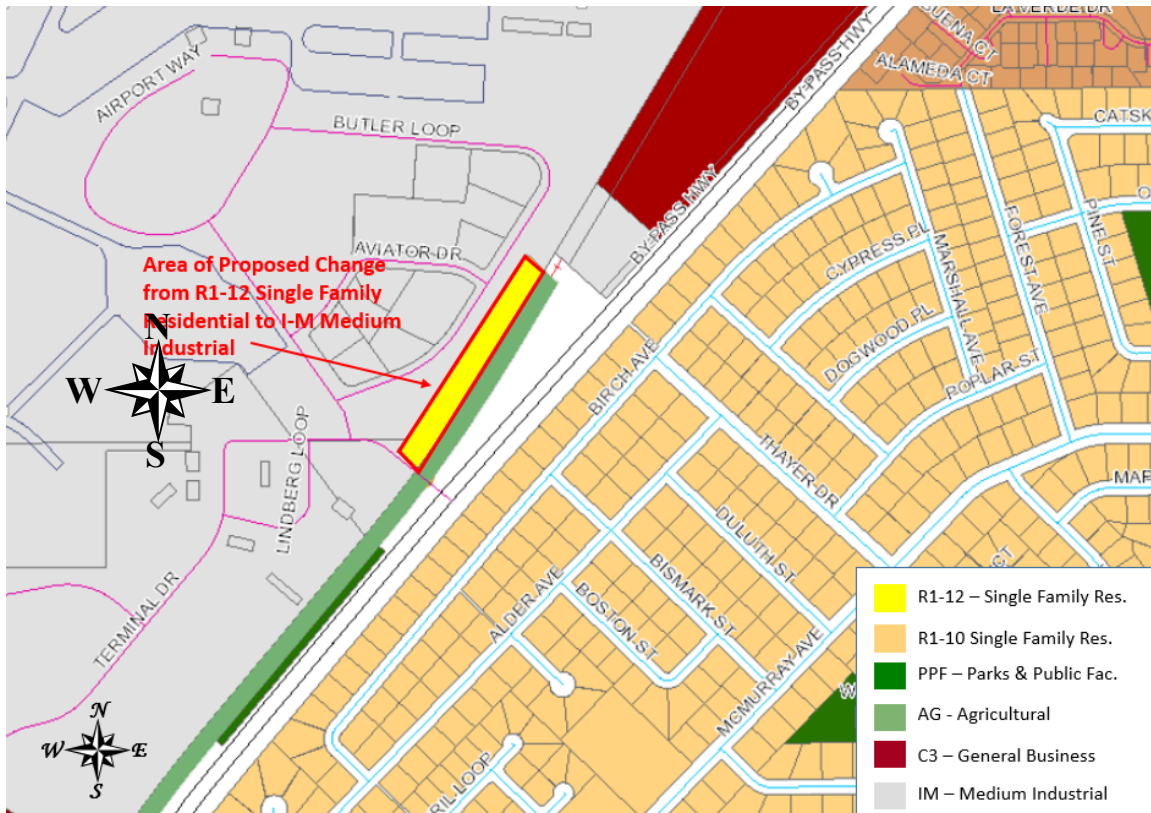


Figure 1A – Existing Zoning

SITE DESCRIPTION & ADJACENT LAND USES

This 2 acre site fronts along the eastern edge of Butler Loop, within the Richland Airport for approximately 900 linear feet and measures about 100 feet in depth. This strip of property has been developed with a total of six buildings that house a variety of uses including storage, office, assembly and manufacturing uses and a mini-storage facility. The Existing zoning of the site is R1-12 Single Family Residential. Zoning on the adjacent properties within the Richland Airport site is I-M Medium Industrial. On the adjacent property to the east, the railroad property is zoned AG – Agricultural.

Existing land uses are summarized as follows:

- North – Storage buildings
- East – The Tri-City Railroad lies immediately east and parallels State Route 240. East of the state highway there is an existing single family residential neighborhood.
- South
- & West – A variety of industrial buildings.

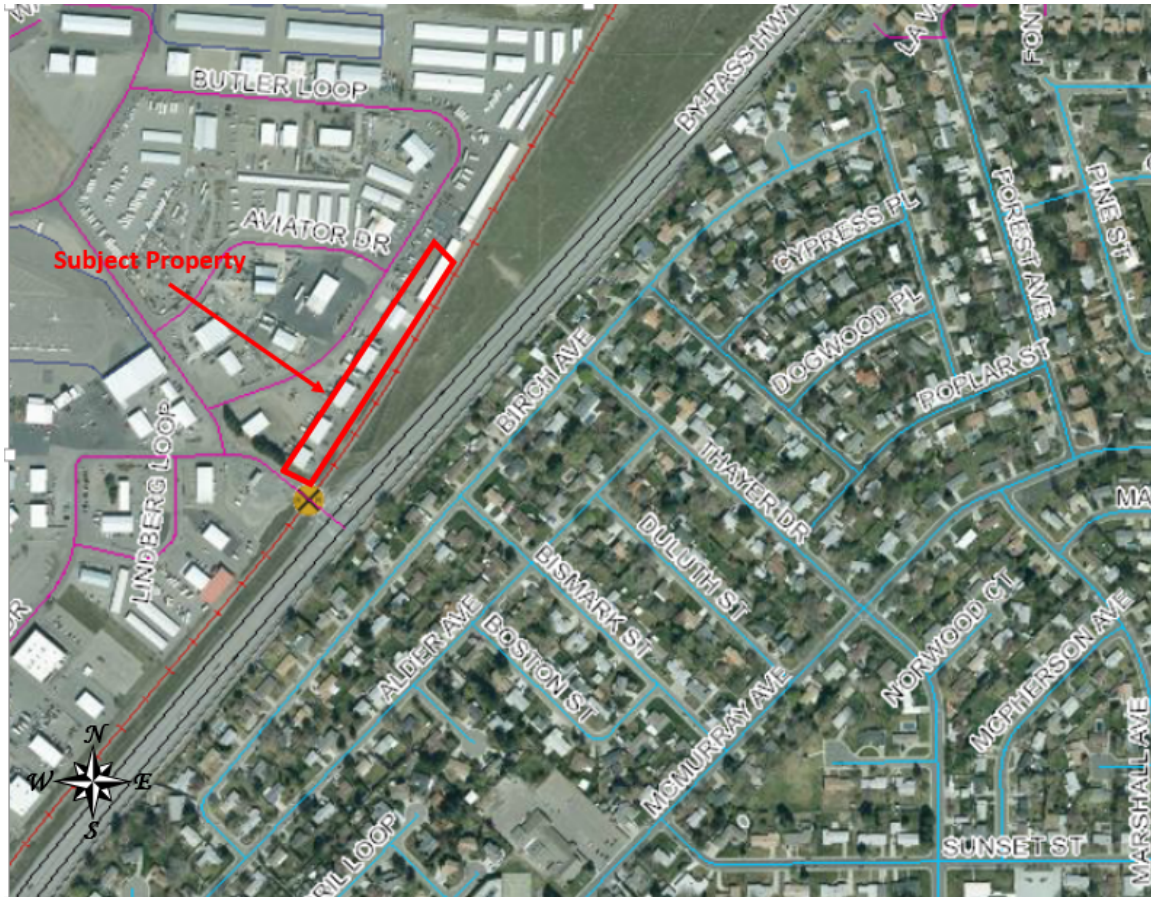


Figure 2A – Existing Land Uses

2. Vintner's Square Property

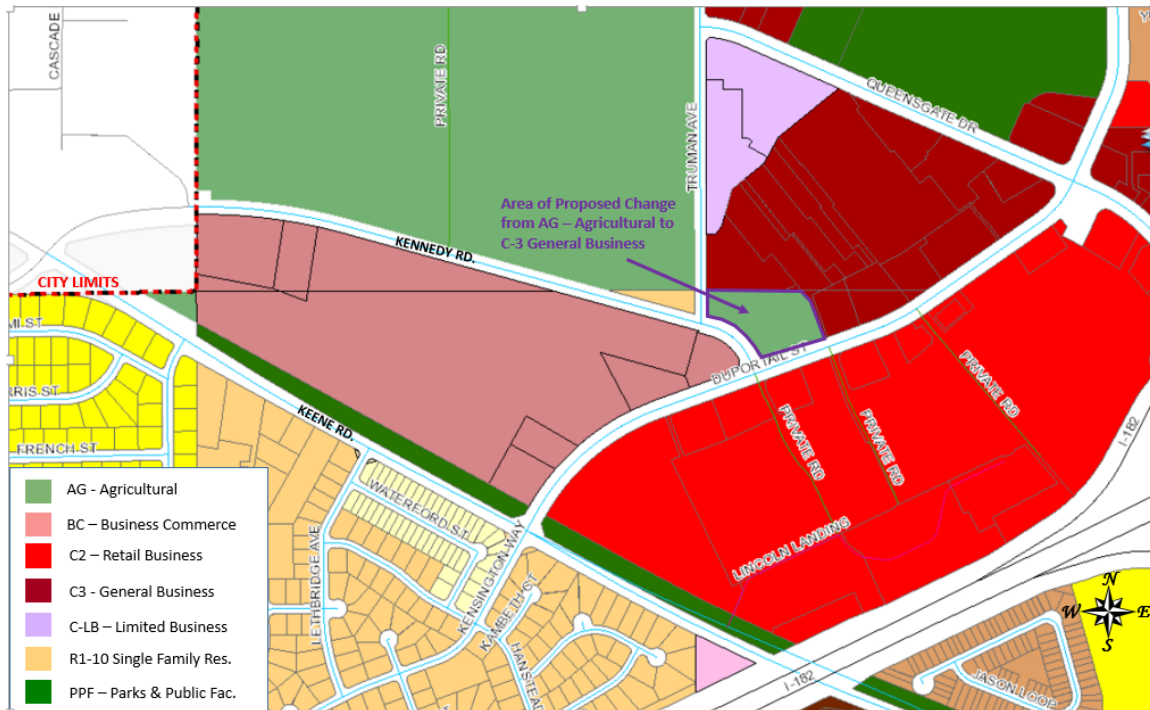


Figure 2A – Existing Zoning

SITE DESCRIPTION & ADJACENT LAND USES

This 3.4 acre site is located north of the intersection of Duportail Street and Kennedy Road, lying east of Truman Avenue. This property is partially developed with the Les Schwab Tire Store, also containing a portion of the common parking area that serves the Vintner's Square development and is partially undeveloped. The Existing zoning of the site is Ag – Agriculture. Zoning on the adjacent properties located within the Vintner's Square development is C-3 General Business. Zoning on property to the south across Duportail Street is C-2 Retail Business, property to the southwest across Kennedy Road is zoned BC – Business Commerce and property to the west of Truman is generally zoned AG – Agricultural.

Existing land uses are summarized as follows:

- North – Vintner's Square commercial uses, including Target and 32 other commercial enterprises.
- South – Across Duportail Street, commercial uses including Gold's Gym, GESA Credit Union, Costa Vida, and Stick and Stone Pizza.
- Southwest – Across Kennedy Road, the HAPO Credit Union and undeveloped properties

West – Across Truman Avenue, commercial orchard.



Figure 2B – Existing Land Uses

3. Kennedy Road Property

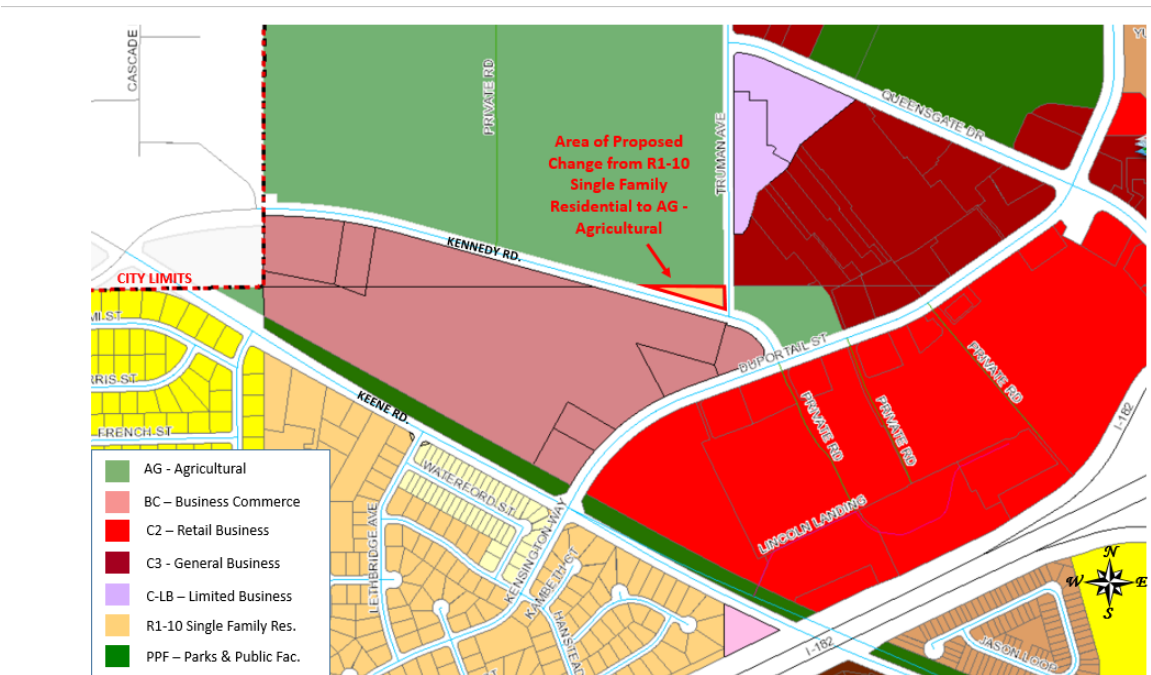


Figure 3A – Existing Zoning

SITE DESCRIPTION & ADJACENT LAND USES

This .6 acre site is located north of Kennedy Road and west of Truman Avenue. This property is developed as a commercial apple orchard. The existing zoning of the site is R1-10 Single Family Residential. Zoning on the adjacent properties located within the Vintner's Square development to the east is primarily C-3 General Business. Zoning on property to the south across Kennedy Road is BC – Business Commerce and property to the north is generally zoned AG – Agricultural.

Existing land uses are summarized as follows:

North &	
West –	Commercial apple orchard.
South –	Across Kennedy Road, the HAPO Credit Union and undeveloped properties.
East -	Across Truman Avenue, the Vintner's Square commercial development.



Figure 3B – Existing Land Uses

4. Keene Road Property

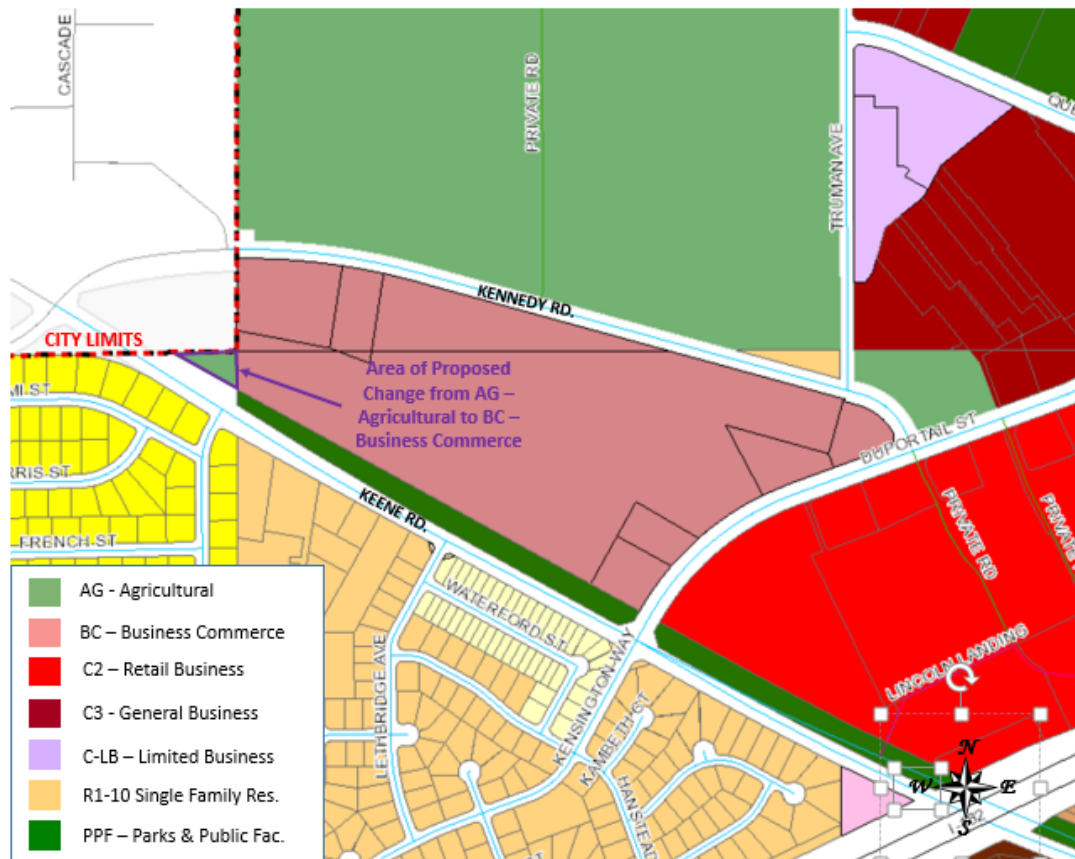


Figure 4A – Existing Zoning

SITE DESCRIPTION & ADJACENT LAND USES

This .55 acre site is located north of Keene Road and east of the intersection of Keene and Kennedy Roads. This property is undeveloped. The existing zoning of the site is AG - Agricultural. Zoning on the adjacent properties located to the east is BC – Business Commerce. Zoning on property to the south across Keene Road is R1-10 and R1-12 Single Family Residential and property to the north is located within the City of West Richland and is zoned General Commercial. The adjacent Keene Road trail is zoned PPF – Parks and Public Facilities.

Existing land uses are summarized as follows:

North -	Storage Building and mini storage facility
East -	Vacant properties
West &	
South –	Across Keene Road, single family residential neighborhoods.



SEPA

Pursuant to WAC 197-11-800(6) (c) the zoning map amendments qualify as a categorically exempt action by meeting the following circumstances:

Where an exempt project requires a rezone, the rezone is exempt only if:

- (i) The project is in an urban growth area in a city or county planning under RCW 36.70A.040;*
- (ii) The proposed rezone is consistent with and does not require an amendment to the comprehensive plan; and*
- (iii) The applicable comprehensive plan was previously subjected to environmental review and analysis through an EIS under the requirements of this chapter prior to adoption; and the EIS adequately addressed the environmental impacts of the rezone.*

In this case, all of the proposed project sites are located within the City and within Richland's urban growth area; the proposed action is consistent with the City's comprehensive plan; and the City's comprehensive plan was analyzed through the preparation of an EIS in 2017.

ANALYSIS

It is not evident why these four sites contain the zoning designations that are currently in place. Historically, the City has used the agricultural zoning district as a holding zone for properties that are annexed into the City. When property owners brought forward a plan for development, the site would then be rezoned. So that may explain why two of these site are currently zoned agriculture.

In fact, in the Richland Airport, the industrial buildings that have been constructed are not permitted in the residential zoning that is currently applied to the site. The same is true for the Vintner Square property development where the Les Schwab store would not normally be permitted within an Agricultural zoning district. Clearly in these two cases, the City has administered the zoning regulations based on the larger setting of the properties inclusion in the Richland Airport and the Vintner's Square commercial complex. Now, that the City is aware of the situation, it is both desirable and necessary to correct these apparent zoning map errors.

The underlying comprehensive plan supports the proposed zoning for the Richland Airport property, which is designated as Industrial. The Vintner's Square property is designated as Commercial which does support the proposed C-3 General Business zoning.

In the case of the DNR owned property on Kennedy Road, the newly adopted comprehensive plan identified a future development plan that included a mixture of commercial, residential, public facility and natural open space land uses. The particular location of this .6 acre site is designated as commercial; however; the entire DNR ownership is currently zoned Agricultural. This zone designation is used as a holding zone until such time as the current agricultural lease runs out and DNR determines to market the property for development. At that time, DNR would need to initiate a zone change proposal that would be reviewed by the City for consistency with the comprehensive plan. For this interim period, it is logical for the entire DNR property to be under the same Agricultural zoning designation.

For the property on Keene Road, the underlying comprehensive plan designation is Low Density Residential. However, as this site is an isolated .5 acre parcel located adjacent to Business Commerce zoning to the east, commercial zoning to the north (in West Richland) and is separated from any residential properties on the south from both Keene Road and the Keene Road trail, it is evident that the site is not well suited for residential development. Under the provisions of the Growth Management Act (RCW 36.70A.040) the City is obligated to adopt development regulations that are consistent with and implement the comprehensive plan; however; the act does not clearly define what the exact relationship between the plan and the development regulations should be. While an exact correlation between the plan and the zoning regulations on a parcel by

parcel basis is ideal, state law does not specify that this level of consistency is required. In this case, the plan clearly calls for the establishment of a 50 acre business center, known as Stoneridge, located between Keene and Kennedy Roads. The plan also matches that of our neighboring jurisdiction, West Richland, which identifies the adjacent land situated between Keene and Kennedy Roads as suitable for commercial development. The plan fails to identify an isolated, ½ acre parcel as Business Commerce. Logically, this parcel should be included in commercial development pattern that both cities have identified for the lands lying between Keene and Kennedy Roads. Zoning of this parcel should follow the commercial land use patterns that are established both in the plan and in the City's zoning regulations. To be sure, the City should take future action to amend the plan in a future update. Because this issue did not become apparent until very recently, this change could not be included in the 2017 plan update. As state law only allows for one opportunity for plan amendments annually, this potential plan amendment will have to wait until next year. Moving the zoning forward at this point provides general compliance with the comprehensive plan and allows the property owner the opportunity to develop the site without a one year delay.

The portion of Keene Road that abuts the site was West Richland right-of-way. The cities recently completed an action that transferred this small section of right-of-way to Richland. This action enables the City to grant access to the site from Keene Road. Up to this point, the site has been unusable because no access was available. Now that the access issue has been resolved, the zoning issue should be resolved.

FINDINGS AND CONCLUSIONS

Staff has completed its review of the request for a change in zoning (Z2017-104) and recommends approval of the request based on the following:

Findings – Richland Airport Property:

1. The subject site is a strip of 2 acres located east of Butler Loop and west of State Route 240 and the railroad;
2. The subject site is currently zoned R1-12 Single Family Residential;
3. The site has been developed with a number of commercial and industrial buildings;
4. The comprehensive plan designates the site as suitable for industrial development;
5. All adjacent lands within the Richland Airport are zoned I-M Medium Industrial;

Conclusion – Richland Airport Property:

6. I-M Medium Industrial zoning would be the best zoning for the site given that the zoning would be consistent with the comprehensive plan; is compatible with adjacent zoning patterns and existing land uses.

Findings – Vintner’s Square Property:

7. The subject site consists of 3.4 acres within the Vintner’s Square Commercial Center, located west of Duportail Street, north of Kennedy Road and east of Truman Avenue;
8. The subject site is currently zoned AG – Agricultural;
9. The site has been developed with a Les Schwab Tire Center and a common parking lot that serves the Vintner Square tenants and is partially undeveloped;
10. The comprehensive plan designates the site as suitable for commercial development;
11. The adjacent lands within the Vintner’s Square Commercial Center are zoned C-3 General Business;

Conclusion: Vintner’s Square Property:

12. C-3 General Business zoning would be the best zoning for the site given that the zoning would be consistent with the comprehensive plan; is compatible with adjacent zoning patterns and existing land uses.

Findings: Kennedy Road Property:

13. The subject site is a parcel of .6 acres located north of Kennedy Road, West of Truman Avenue and is contiguous to and part of a large acreage owned by of the Washington State Department of Natural Resources;
14. The subject site is currently zoned R1-10 Single Family Residential;
15. The site has been developed as and is a part of a large commercial orchard;
16. The comprehensive plan designates the site as suitable for commercial development;
17. All adjacent lands under the ownership of the Department of Natural Resources are zoned AG – Agricultural;
18. The agricultural zoning is in place on the Department of Natural Resources property has been used as a holding zone until such time as the current agricultural lease of the property expires and the owner determines to develop the property with urban uses in the future;

Conclusion – Kennedy Road Property:

19. AG - agricultural zoning would be the best zoning for the site given that it is consistent with the existing use of the property; is the zoning in place on the remainder of the Department of Natural Resource land and serves as an effective holding zone for the land until it is to be redeveloped with more urban uses as called for the in comprehensive plan.

Findings: Keene Road Property:

20. The subject site is a parcel of .55 acres located north of Keene Road, and south of Kennedy Road;
21. The subject site is currently zoned AG - Agricultural;
22. The site is undeveloped and adjacent properties are either developed with commercial uses or are undeveloped;
23. The comprehensive plan designates the area lying between Kennedy and Keene Roads as suitable for business commerce land uses;
24. The City of West Richland, which abuts the subject property along its western boundary also designates the adjacent property as suitable for commercial uses;
25. Single family residential zoning or agricultural zoning are not well suited for the subject property given the existing land use patterns in the vicinity;

Conclusion – Keene Road Property:

26. B-C Business Commerce zoning would be the best zoning for the site given that it is consistent with the adjoining uses in the immediate vicinity and is generally consistent with the comprehensive plan.

General Findings:

27. The proposal to implement these corrections to the City zoning map is exempt from the provisions of the State Environmental Policy Act, as identified in WAC 197-11-800(6)(c);
28. The action needed to complete these corrections to the City zoning map qualified as a Type IV legislative action as identified in Chapter 19.20 of the RMC;
29. Public notice of the zoning map corrections has been provided as required by the Richland Municipal Code;

General Conclusion:

30. Based on the above findings and conclusions, approval of the recommended zoning map corrections would be in the best interest of the community of Richland.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 16-18, Increasing 2018 Budget Appropriations in the Streets Capital Construction Fund, Water Fund and Sewer Fund

Department:
Public Works

Ordinance/Resolution Number:
16-18

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 16-18, increasing the 2018 budget appropriation in the Streets Capital Construction Fund, Water Fund and Sewer Fund.

Summary:

This proposed ordinance addresses budget shortfalls related to three projects: the I-182/Queensgate Eastbound Ramp Terminal Improvements; the Queensgate Drive/Columbia Park Trail Improvements; and an irrigation pipeline relocation project near the intersection of Kingsgate Way and SR-240. For all three projects, budgeted capacity is not sufficient to complete the projects.

For the I-182/Queensgate Eastbound Ramp Terminal Improvements, the budget shortfall, estimated at \$280,000, will be resolved administratively by reassigning previously appropriated capacity. This project budget issue is being explained as part of this item because of its relation to the Queensgate Drive/Columbia Park Trail project. Both construction contracts are scheduled for award in March, 2018.

The Queensgate Drive/Columbia Park Trail Improvements' budget gap is estimated at \$820,000 for street improvements and approximately \$300,000 for utility relocations. This budget gap is caused in part by less-than-planned funding availability from the Benton County Rural Capital Fund, in part by unanticipated project costs, and in part by higher-than-estimated construction bid prices. Staff proposes to resolve this funding shortfall through a combination of reassigning current and planned budget capacity, and through new appropriations of fund reserves in the Capital Improvement Fund, Water Fund, and Sewer Fund.

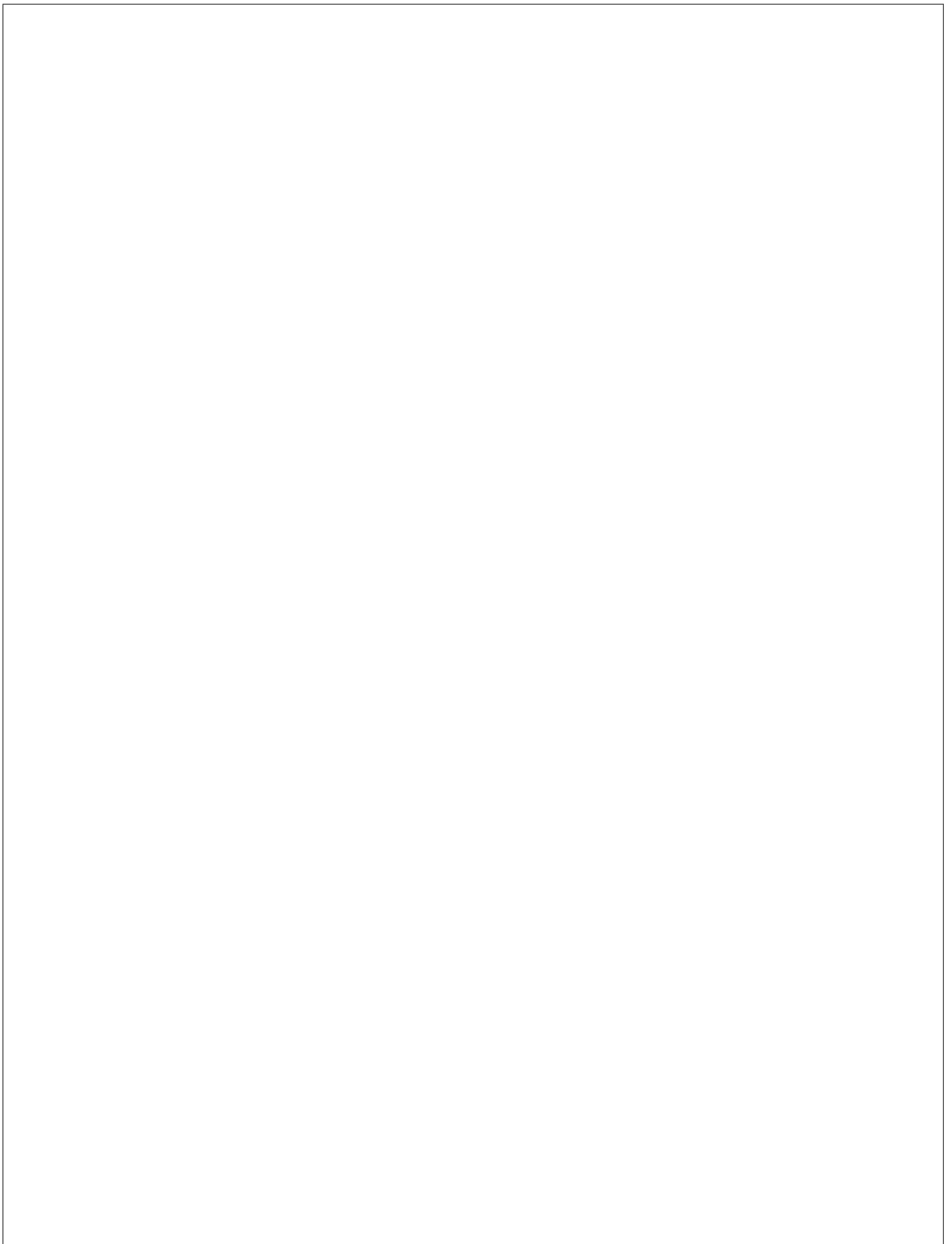
The Horn Rapids area irrigation pipeline relocation project was not a planned City project, but was imposed on the City through the land development process. For this reason, the \$50,600 cost was not included in the 2018 budget. This project was accomplished through a cost-effective partnership with the private land developer. The cost reimbursement agreement for Council consideration is on tonight's agenda. Staff recommends approval of Ordinance No. 16-18.

Fiscal Impact:

Appropriations in the Streets Capital Construction Fund will increase by \$596,288. The funds will come from the Capital Improvement Fund, specifically the Real Estate Excise Tax (REET) 2nd 1/4% funds. The Water Fund will increase appropriation by \$170,000, with funding coming from water undesignated reserve. The Sewer Fund will increase appropriation by \$186,700, with funding coming from sewer undesignated reserve. There are currently sufficient unappropriated funds in the listed funds to support the budget adjustments.

Attachments:

1. Ordinance No. 16-18
2. CIP - Queensgate - Columbia Park Trail Improvements - 3-6-18 Revision
3. CIP - I-182 - Queensgate Roundabout - 3-6-18 Revision
4. CIP - GWW Resurfacing & Streetscape - 3-6-18 Revision



ORDINANCE NO. 16-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations and declaring that a public emergency exists in the Streets Capital Projects Fund, the Water Fund, and the Sewer Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 approving the 2018 Budget; and

WHEREAS, the I-182/Queensgate Eastbound Ramp Terminal Improvements project was approved in the 2017 Capital Improvement Plan (CIP) with a budget of \$2,850,000; and

WHEREAS, in 2017, the City and Washington State Department of Transportation (WSDOT) entered into agreements whereby WSDOT was tasked with implementing this project on the City's behalf; and

WHEREAS, WSDOT recently received contractor bids for the project that exceeded the estimates included in the 2017 agreements; and

WHEREAS, City and WSDOT staff have evaluated the project costs, including the contractor bids, and determined that the contractor bids represent the current market price for the planned work; and

WHEREAS, WSDOT staff have agreed to mitigate the cost impact to the City by absorbing WSDOT staff time dedicated to the project construction management; and

WHEREAS, with WSDOT's cost-saving efforts, the cost overrun of the project budget is reduced, but remains at approximately \$280,000; and

WHEREAS, City staff proposes to resolve this shortfall by administratively reassigning existing budget capacity, some of which comes from savings from completed projects; and

WHEREAS, the 2018 – 2023 Capital Improvement Plan includes the Queensgate Drive/Columbia Park Trail Improvements project with anticipated revenue from the Benton County Rural Development Fund of \$2,150,000 and total expenses of \$2,485,000; and

WHEREAS, in October 2017, the City and Benton County entered into an agreement to provide funding from the Benton County Rural Development Fund in the amount of \$1,800,000, which exhausted the available capacity of the County Fund; and

WHEREAS, on February 22, 2018, the City opened contractor bids on the project; and

WHEREAS, with contractor bids in, City staff have determined that the project requires \$820,300 in additional street construction funding to complete construction; and

WHEREAS, City staff proposes that budgeted South Richland Collector Street Impact Fee funds be allocated to this project, that Real Estate Excise Tax funds appropriated to the George Washington Way streetscape improvements be administratively reassigned to this project, and that Real Estate Excise Tax reserves be appropriated by this ordinance to complete the project's street improvement funding; and

WHEREAS, the Queensgate Drive/Columbia Park Trail project budget includes funding from the Water Fund and the Sewer Fund to support relocation of water utility pipelines and improvements to sewer pipeline capacity; and

WHEREAS, the contractor bids received on February 22, 2018 indicated that additional Water Funds funding in the amount of \$115,000, and additional Sewer Funds in the amount of \$186,700 are needed to complete this project; and

WHEREAS, staff proposes to appropriate Water Fund and Sewer Fund reserves to complete the utility construction funding for this project; and

WHEREAS, in the early 1990's, the City installed an irrigation pipeline on City-owned property near the intersection of SR-240 and Kingsgate Drive; and

WHEREAS, the City transferred the property to a private owner without securing an easement protecting the irrigation pipeline; and

WHEREAS, the property owner proposed development that required relocation of the irrigation pipeline to avoid conflicts with structures planned for the property; and

WHEREAS, the property owner agreed to relocate the pipeline as part of his development project if the City would reimburse his expenses for pipeline materials; and

WHEREAS, staff believes reimbursing these expenses is in the City's best interest because it preserves the necessary pipeline at a reasonable cost; and

WHEREAS, expenses to accomplish this relocation, estimated at approximately \$50,600 were not budgeted in the 2018 budget; and

WHEREAS, the above-described circumstances have created budget constraints that, if not corrected, will prevent completion of certain activities identified as necessary or desirable in the current year; and

WHEREAS, sufficient unappropriated funds are available in the Capital Improvement Fund, Streets Construction Fund, Water Fund and Sewer Fund ending fund balance to support the required budget adjustments; and

WHEREAS, on March 6, 2018, a public hearing was held pursuant to RCW 35.33.091 regarding the increase in appropriations from beginning fund balance in the Streets Capital Projects Fund, Water Fund, and Sewer Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2018 budget was approved.

Section 2. Declaration of Public Emergency. Due to the circumstances described above, the City Council declares that a public emergency exists in the Streets Capital Projects Fund, the Water Fund and the Sewer Fund.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the following funds and from the following sources, as indicated:

Streets Capital Projects Fund	Source
Current Appropriation: \$ 26,406,843	
Increase in Appropriation: \$ <u>596,288</u>	(transfer from Capital Imprv Fund)
Amended Appropriation: \$ 27,003,131	

Water Fund	
Current Appropriation: \$ 20,174,236	
Increase in Appropriation: \$ <u>165,600</u>	(transfer from Water Fund EFB)
Amended Appropriation: \$ 20,339,836	

Sewer Fund	
Current Appropriation: \$ 11,387,191	
Increase in Appropriation: \$ <u>186,700</u>	(transfer from Sewer Fund EFB)
Amended Appropriation: \$ 11,573,891	

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 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Date Published: March 25, 2018

Queensgate Drive / Columbia Park Trail Improvements

Type of Project Transportation		Partnership Project? NO	Waterfront Project? No	Project # TR150022
Key # 2	Goal # 1	Strategic Leadership Plan Project? No	REVISED 3-06-2018	
PROJECT NAME: Queensgate Drive / Columbia Park Trail Improvements				
PROJECT ADMINISTRATION: Public Works Administration and Engineering				
PROJECT LOCATION: Queensgate Drive from Keene Road to I-182 Eastbound Ramp Terminal				
PROJECT TIMELINE: 2017-2018				
RESPONSE TO *GMA LEVEL OF SERVICE? YES				

PROJECT DESCRIPTION

Reconfigure the Queensgate Drive / Columbia Park Trail intersection by constructing a roundabout and extending Columbia Park Trail west to Jericho Court. Bicycle and pedestrian connections will be made to the Queensgate Pathway. Queensgate Drive will be widened to accommodate 4 travel lanes between Keene Road and the I-182 eastbound ramp terminals. Access control will be implemented between Keene Road and Columbia Park Trail. All streets will include curb, gutter, sidewalks, street lights, storm drainage and other utilities. Also construction of a right-turn lane on Keene Road.

PROJECT ASSUMPTIONS

The project will require right of way acquisition and wetland impact mitigation. The design is very preliminary at this point and the scope and cost could change as the design matures. The project schedule will depend on the availability of grant funding.

BENEFITS

The project will reduce congestion and improve connectivity in this busy area.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/16	Authorized Budget Remaining in 2017	2018	2019	2020	2021	2022	2023
DESIGN	167,585		160,167	7,418					
CONSTRUCTION MANAGEMENT	113,755			113,755					
CONSTRUCTION	2,275,100			2,275,100					
10% CONTINGENCY	227,510			227,510					
OTHER ENG. SRCES (ROW ACQUISITION)	335,158		335,158	-					
OTHER EXPENSES (ART & CITY CREWS)	127,880			127,880					
TOTAL	\$ 3,246,988	\$ -	\$ 495,325	\$ 2,751,663	\$ -	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/16	Authorized Budget Remaining in 2017	2018	2019	2020	2021	2022	2023
RE EXCISE TAX 2ND 1/4	971,288		175,000	796,288					
BENTON COUNTY RURAL DEVELOPMENT FUNDS	1,800,000		320,325	1,479,675					
TRAFFIC IMPACT FEES	24,000			24,000					
WATER DISTRIB RENEWAL & REPLCMT	75,000			75,000					
WATER UNDESIGNATED RESERVE	115,000			115,000					
SEWER COLLECTION RENEWAL & REPLC	75,000			75,000					
SEWER UNDESIGNATED RESERVE	186,700			186,700					
	-								
TOTAL	\$ 3,246,988	\$ -	\$ 495,325	\$ 2,751,663	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2018	2019	2020	2021	2022	2023
	-								
	-								
	-								
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FOR FINANCE STAFF USE ONLY ALL 2018 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2018	CODING
CAPITAL ITEM	PENDING	PENDING
TOTAL	\$ -	TOTAL MUST EQUAL PROJECT COSTS FOR 2018 ABOVE

I-182 / Queensgate Eastbound Ramp Terminal Improvements

Type of Project		Partnership Project?		Waterfront Project?		Project #	
Transportation		YES		No		TR150021	
Key #	Goal #	Strategic Leadership Plan Project?		No		REVISED 3-06-2018	
2	1						
PROJECT NAME: I-182 / Queensgate Eastbound Ramp Terminal Improvements							
PROJECT ADMINISTRATION: Public Works Administration and Engineering							
PROJECT LOCATION: Queensgate Drive from Columbia Park Trail to the I-182 Bridge							
PROJECT TIMELINE: 2017-2018							
RESPONSE TO *GMA LEVEL OF SERVICE? YES							

PROJECT DESCRIPTION

Reconstruct the signalized I-182 eastbound ramp terminals by constructing a roundabout and adding a lane to the eastbound on-ramp.

PROJECT ASSUMPTIONS

The project will be implemented by WSDOT through a funding agreement with the City. Completion schedule and final design will be by WSDOT. The design concept is preliminary and both design elements and final costs are subject to change as design develops. The project will incorporate the final segment of the Queensgate Pathway connecting Keene Road to the I-182 Pathway.

BENEFITS

The project will be implemented to reduce congestion near the interchange and improve bicycle and pedestrian connectivity.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/15	Authorized Budget Remaining in 2016	2017	2018	2019	2020	2021	2022
DESIGN	150,000		150,000						
CONSTRUCTION MANAGEMENT	150,000			150,000					
CONSTRUCTION	2,530,000			2,250,000	280,000				
10% CONTINGENCY	250,000			250,000					
OTHER ENG. SRCES (ROW ACQUISITION)	50,000			50,000					
	-								
TOTAL	\$ 3,130,000	\$ -	\$ 150,000	\$ 2,700,000	\$ 280,000	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/15	Authorized Budget Remaining in 2016	2017	2018	2019	2020	2021	2022
TRAFFIC IMPACT FEE	586,000		150,000	350,000	86,000				
FEDERAL EARMARK FUNDING	2,350,000			2,350,000					
STREETS CAPITAL RESERVE	194,000				194,000				
	-								
	-								
TOTAL	\$ 3,130,000	\$ -	\$ 150,000	\$ 2,700,000	\$ 280,000	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2017	2018	2019	2020	2021	2022
	-								
	-								
	-								
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FOR FINANCE STAFF USE ONLY ALL 2017 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2017	CODING
TOTAL	\$ -	TOTAL MUST EQUAL PROJECT COSTS FOR 2017 ABOVE

Pavement Preservation Program (GWW Resurfacing & Streetscape)

Type of Project Transportation		Partnership Project? NO		Project # TRI30003	
Key # 2	Goal # 2	Strategic Leadership Plan Project?		No	
REVISED 3-06-2018					
PROJECT NAME: Pavement Preservation Program (GWW Resurfacing & Streetscape)					
PROJECT ADMINISTRATION: Public Works Administration and Engineering					
PROJECT LOCATION: George Washington Way (Guyer to Horn Rapids Road)					
PROJECT TIMELINE: 2018-2019					
RESPONSE TO *GMA LEVEL OF SERVICE? NO					

PROJECT DESCRIPTION

Pavement preservation is among the most pressing infrastructure maintenance responsibilities for the City. George Washington Way, as the City's most heavily travelled street, is the most demanding street in the City in terms of maintenance. The State and Federal governments have prioritized asset management principles to guide pavement preservation of our nation's roadways. A Washington State grant program was created in 2017 to incentivize local agency asset management programs for resurfacing of National Highway System routes. The grant program is not anticipated to be an ongoing program, but was created to launch and incentivize local programs. George Washington Way qualifies as a National Highway System route, whereas the vast majority of City streets do not. The City was successful in a grant application to resurface George Washington Way. George Washington Way's condition has deteriorated in recent years to the point that it was likely to require resurfacing through the City's Pavement Preservation Program in the near future. This grant will allow this to occur while extending the effect of the City's Pavement Preservation Program to other streets. This project will also utilize Real Estate Excise Tax funds to complete long identified street scape improvements to sections of George Washington Way with poor appearance and maintenance. The project will also provide widened sidewalks in some areas where current sidewalk widths do not meet current standards or desired widths for pedestrian comfort.

PROJECT ASSUMPTIONS

The project assumes the availability of Real Estate Excise Tax funds for the streetscape elements and Council support for that work. The project also assumes an adequate landscape maintenance program to retain the value of the streetscape elements. The March, 2018 revision to this project removes the commitment of Real Estate Excise Tax funds for the streetscape and sidewalk widening because these funds are needed more urgently to complete the Queensgate Drive improvement projects. Funding for the landscape and sidewalk improvements elements of this project will be reevaluated in preparation of the 2019 Capital Improvement Plan.

BENEFITS

The project will improve the pavement condition of the most heavily travelled street in Richland, the surface of which is in need of improvement. The project may also improve the pedestrian comfort of pedestrians currently using narrow sidewalks along this very busy street. The project may also improve the roadside appearance for many travelers using this very busy street. The grant funds will extend the effectiveness of the City's Pavement preservation Program, allowing it to narrow the gap between existing conditions and the City's desired pavement condition standard.

PROJECT COST ESTIMATE	Total Estimated Project Cost	Project Costs To-Date 12/31/16	Authorized Budget Remaining In 2017	2018	2019	2020	2021	2022	2023
DESIGN	100,000			100,000					
CONSTRUCTION MANAGEMENT	130,000			30,000	100,000				
CONSTRUCTION	3,612,000			620,000	2,992,000				
10% CONTINGENCY	-								
OTHER ENG. SERVICES (PLANNING STUDY)	-								
	-								
TOTAL	\$ 3,842,000	\$ -	\$ -	\$ 750,000	\$3,092,000	\$ -	\$ -	\$ -	\$ -
RECOMMENDED FUNDING SOURCES	Total Estimated Project Revenues	Project Revenue To-Date 12/31/16	Authorized Budget Remaining In 2017	2018	2019	2020	2021	2022	2023
RE EXCISE TAX 2ND 1/4%	-								
WA DOT NHS GRANT	3,073,600			500,000	2,573,600				
TRANSPORTATION BENEFIT DISTRICT	768,400			250,000	518,400				
	-								
	-								
	-								
	-								
TOTAL	\$ 3,842,000	\$ -	\$ -	\$ 750,000	\$3,092,000	\$ -	\$ -	\$ -	\$ -
OPERATING & MAINTENANCE COSTS (IMPACTS)	Total Estimated Project Operating & Maint. Costs			2018	2019	2020	2021	2022	2023
	-								
	-								
	-								
TOTAL	\$ -	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FOR FINANCE STAFF USE ONLY ALL 2018 PROJECTS MUST HAVE CODING AND IDENTIFIED AS CAPITAL/MAINTENANCE		
DESCRIPTION	2018	CODING
CAPITAL ITEM	PENDING	PENDING
TOTAL	\$ -	TOTAL MUST EQUAL PROJECT COSTS FOR 2018 ABOVE



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 30-18, Authorizing a Construction Agreement with Bonneville Power Administration for the Leslie Road Substation

Department:

Energy Services

Ordinance/Resolution Number:

30-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 30-18, authorizing the City Manager to sign, execute and administer the Leslie Road Substation Interconnection Agreement with Bonneville Power Association.

Summary:

The City of Richland's Energy Services Department (RES) has been planning an electrical distribution substation supporting additional customer capacity and increased reliability in the south Richland area. The need for the substation was identified from a 2015 Long Range Plan prepared by HDR Engineering, Inc.

The interconnection of the substation to the Bonneville Power Administration (BPA) transmission system requires the City to pay an estimated \$342,000 in construction costs upfront through a reimbursable agreement. Based upon the load served from the Leslie Road Substation, each month BPA reimburses RES for the interconnection costs through a transmission credit on the wholesale power bill. The reimbursement occurs over a twenty-year period or up to the original amount. RES expects the full costs of the interconnection construction to be returned in approximately eight to ten years.

Staff recommends adoption of Resolution No. 30-18.

Fiscal Impact:

The construction costs for the Leslie Road Substation are part of the approved 2018 budget.

Attachments:

1. Resolution No. 30-18
2. Proposed BPA Agreement

RESOLUTION NO. 30-18

A RESOLUTION of the City of Richland authorizing a Leslie Road Substation Interconnection Agreement with Bonneville Power Administration.

WHEREAS, the City of Richland's Energy Services Department (RES) operates an electric distribution utility with a focus on reliability and keeping rates as low as reasonably possible; and

WHEREAS, in 2015, a Long Range Plan and Construction Work Plan were completed identifying the need for substation capacity and additional reliability serving customers in the south Richland area; and

WHEREAS, on December 4, 2015, Bonneville Power Administration (BPA) completed a System Impact Study in response to a substation interconnection request by RES for the south Richland area; and

WHEREAS, on April 5, 2016, a purchase and sale agreement was completed for land to be used at the proposed Leslie Road Substation serving south Richland area; and

WHEREAS, on June 3, 2016, BPA completed a Facility Study, and on September 30, 2016 completed the Feasibility Study for Leslie Road Substation interconnection; and

WHEREAS, BPA requires construction agreements interconnecting the Leslie Road Substation to the BPA transmission system, including construction costs to be paid up front by the City; and

WHEREAS, BPA reimburses a percentage of construction agreement costs monthly through transmission credits on the wholesale power bill, and the full BPA construction agreement costs are projected to be returned within twenty years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to execute and administer a reimbursable agreement between BPA and the City for construction interconnection activities associated with the Leslie Road Substation.

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 6th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

**U.S. DEPARTMENT OF ENERGY
BONNEVILLE POWER ADMINISTRATION
AGREEMENT**

1. AGREEMENT NUMBER	2. AGREEMENT EFFECTIVE FROM DATE IN BLOCK 4 UNTIL	3. AMENDMENT NO.	4. EFFECTIVE DATE
17TP-11383	See Section 7 of the DR Statement	-0-	Same as Block #17
ISSUED TO		ISSUED BY	
5. ORGANIZATION AND ADDRESS City of Richland, Washington ATTN: Ms. Cynthia D. Reents, ICMA-CM City Manager 840 Northgate Drive Richland, WA 99352-3510		6. ORGANIZATION AND ADDRESS U.S. Department of Energy Bonneville Power Administration ATTN: Shari Sundeen – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	
7. TECHNICAL CONTACT Clint Whitney	PHONE NUMBER (509) 942-7434	8. TECHNICAL CONTACT Jared Lacambra	PHONE NUMBER (509) 822-4605
9. ADMINISTRATIVE CONTACT Clint Whitney	PHONE NUMBER (509) 942-7434	10. ADMINISTRATIVE CONTACT Martin Wick	PHONE NUMBER (360) 619-6818

11. TITLE/BRIEF DESCRIPTION OF WORK TO BE PERFORMED UNDER THIS AGREEMENT

CITY OF RICHLAND SOUTHEAST RICHLAND LESLIE ROAD – L0387

This Reimbursable Agreement (Agreement) between the Bonneville Power Administration (BPA) and City of Richland, Washington (Richland) provides for construction activities associated with the loop-in of Richland's proposed Leslie Road Substation into BPA's transmission system tapping BPA's Badger Canyon-Reata No 1 115 kV line at two locations (reference Request No. L0387 in BPA's Line and Load Interconnection Queue).

Specific duties are defined in the Division of Responsibilities Statement.

The following documents are attached to and become a part of this Agreement:

- Division of Responsibilities Statement
- Financial Terms and Conditions Statement

12. AMOUNT TO BE PAID BY BPA \$-0-	13. AMOUNT TO BE PAID TO BPA \$342,000 (estimated)
14. SUBMIT SIGNED AGREEMENT TO U.S. Department of Energy Bonneville Power Administration ATTN: Shari Sundeen – TPCC/TPP-4 P.O. Box 61409 Vancouver, WA 98666	15. ACCOUNTING INFORMATION <i>(For BPA Use Only)</i>
	16. SUBMIT INVOICE TO <i>(Name and Address)</i> Same as Block #5 above.
PARTICIPANT	
17. APPROVED BY <i>(Signature)</i> Cynthia D. Reents, ICMA-CM City Manager	18. APPROVED BY <i>(Signature)</i> ERIC CARTER Digitally signed by ERIC CARTER Date: 2018.03.05 15:32:41 -08'00'
NAME AND TITLE	NAME AND TITLE
Cynthia D. Reents, ICMA-CM City Manager	Senior Transmission Account Executive Transmission Sales

BPA and Richland hereby agree as follows:

1. DIVISION OF RESPONSIBILITIES

(a) BPA shall, at BPA's expense:

(1) Provide the Revenue Metering Package:

- (A) Design, provide, and install two bi-directional revenue quality meters in Richland's Leslie Road Substation control house.
- (B) Provide cell phone service which will be used by BPA for the sole purpose of accessing its MV90 revenue metering. BPA will be responsible for the monthly cellular phone charges for this service.
- (C) Provide Richland with BPA's specifications for the space needed for BPA's revenue metering rack to be installed in Richland's control house. BPA will build a meter rack with a 19 inch width.
- (D) Provide Richland with a copy of BPA's Metering Application Guide (MAG).
- (E) Provide Richland with BPA's specifications for the 12.5 kV current transformers (CT) and potential transformers (PT) provided by Richland under Section 1(b)(3), below.
- (F) Provide the initial calibration of the revenue meter prior to installation at the substation.
- (G) Make the final connections of the CT and PT secondary wiring and power source to the terminal block on BPA's meter rack in Richland's control house.
- (H) Perform commissioning tests, including continuity and loop resistance checks on the instrument transformer secondary circuits prior to energization of the substation facilities.
- (I) Program BPA's MV90 software to retrieve the revenue meter data.
- (J) Perform in-service checks of the revenue metering. The in-service checks will be performed on the day that Richland picks up load at the substation.

- (2) Perform relay coordination studies with Richland, if necessary, for BPA's facilities affected by the addition of Richland's Leslie Road Substation.

(b) **BPA shall, at Richland's expense:**

Design and Construct the BPA Transmission Line Tap Interconnection:

- (1) Provide Richland with BPA's design plans describing proposed modifications to BPA's Badger Canyon-Reata No 1 115 kV line necessary to accommodate Richland's Leslie Road Substation and associated 115 kV loop-in line.
- (2) Review Richland's design of its Leslie Road Substation 115 kV loop-in.
- (3) Design, procure materials for, and install any modifications to BPA's Badger Canyon-Reata No 1 115 kV line necessary to accommodate Richland's Leslie Road Substation and Richland's associated loop-in line. Modifications include, but are not limited to, new or removed wood pole structures, insulators, hardware, conductor, guys, and anchors.
- (4) Design, procure materials for, and install Richland-provided terminal span conductors for the loop-in jumpers connecting BPA's Badger Canyon-Reata No 1 115 kV line to Richland's 115 kV Leslie Road Substation's two loop-in lines. BPA will perform the final two connections to Richland's two loop-in lines as well as termination of Richland's termination span conductors on BPA's line structures.

(c) **Richland shall, at Richland's expense:**

Design and construct Richland's Leslie Road Substation

- (1) Design and construct Richland's new Leslie Road 115/12.5 kV Substation, new control house, four associated switches and parallel bus work in order to provide a continuous path through Richland's Leslie Road Substation for BPA's Badger Canyon-Reata No 1 115 kV line.
- (2) Install terminal span conductor into Richland's new Leslie Road Substation and attach to Richland's dead-end structures. Provide attachment hardware to dead-end structure in substation.

- (3) Provide to BPA, as soon as available, the power transformer's nameplate, type of relaying to be installed, and circuit switcher information.
- (4) Provide and install, per BPA MAG specifications:
 - (A) New CT and PT instrument transformers, terminal blocks, and secondary overcurrent protection in the substation yard. PT will have parallel connections to Richland and BPA instrumentation/metering. CT for BPA metering will be dedicated for BPA use only.
 - (B) Pre-wired demarcation terminal blocks for the CT and PT output for the BPA metering, and a 120 VAC power source and convenience outlet in the new control house.
- (5) Notify BPA's System Protection & Control (SPC) District Engineer at (509) 542-5421 a minimum of six weeks prior to the planned energization of Leslie Road Substation to allow SPC time to schedule the installation and testing of meter circuits and perform final in-service checks.
- (6) Provide assistance to BPA in the testing of the CT and PT circuits prior to energization.

2. OWNERSHIP, OPERATION AND MAINTENANCE

- (a) BPA shall, at BPA's expense own, operate, and maintain the Badger Canyon-Reata No 1 115 kV poles, jumpers, insulators, metering equipment, and all associated equipment installed by BPA as referenced in Section 1(a), above. BPA shall reserve all BPA line capacity rights through the loop-in interconnection at Leslie Road Substation at no cost to BPA.
- (b) Richland shall, at Richland's expense own, operate, and maintain the loop-in line, Leslie Road Substation and all equipment referenced in Section 1(b) and 1(c), above.

3. ACCESS

Richland grants BPA access to enter its facilities described under this Agreement at all reasonable times and in accordance with safety and security requirements in order to access the equipment installed by BPA under Section 1(a)(1) above, as long as such equipment remains within Richland's facilities.

4. RELATED AGREEMENTS

- (a) BPA and Richland intend to enter into a separate long-term agreement that describes the classification of network upgrades eligible for transmission credits, and the terms for repayment of such credits, as defined in BPA's Business Practice for Transmission Credits for Non-GI Network Upgrades. In

the event that Richland elects to terminate this Agreement prior to project completion consistent with Section 7 of this Division of Responsibilities Statement, Richland has no right to receive transmission credits for work performed by BPA under Section 1(a) or associated interest of amounts paid to BPA for network upgrades.

- (b) BPA and Richland intend to enter into a separate long-term contract action that documents ownership and access obligations as well as capacity rights through Richland's Leslie Road substation that extend beyond the life of this agreement.
- (c) BPA and Richland intend to enter into a separate long-term contract action that documents ownership of capacity rights described in Section 2(a) through Richland's Leslie Road substation that extend beyond the life of this agreement.

5. ENVIRONMENTAL COMPLIANCE

Upon execution of this Agreement the parties are authorized to proceed with all preliminary engineering and project management work. The performance of all construction work under this Agreement is contingent on BPA's completion of its environmental review process under the National Environmental Policy Act (NEPA). After completion of this process BPA will decide whether to proceed with the construction work and, if so, whether modifications to such work should be made based on the NEPA review. BPA reserves the absolute right to choose any alternatives considered in the NEPA process, including the no-action alternative, and nothing in this agreement shall be construed as obligating BPA to proceed with construction work under this Agreement or to allow Richland to proceed with construction work under this Agreement before BPA has completed the NEPA review process and made a decision regarding how to proceed. If BPA decides that modifications to the construction work under this Agreement should be made, the parties shall modify their respective obligations under this Agreement to be consistent with such modifications.

6. PROJECT SCHEDULE

The estimated completion date for this project is December 31, 2018.

7. TERMINATION

This Agreement shall become effective upon execution by both parties and shall terminate upon full performance by both parties of their respective obligations set forth herein, but in no event shall the term of this Agreement exceed five years from its effective date.

FINANCIAL TERMS AND CONDITIONS STATEMENT

BPA's cost of performing the project at Richland's expense shall be the actual cost of doing the work specified in this Agreement, plus the following overhead rates, representing the indirect costs of the project office plus the contractual support costs of contract negotiation, billing and accounting functions, and contract management.

BPA Labor	64%
Materials/Supplies/Equipment	22%
Supplemental Labor and Service Contracts	64%
Construction, Survey and Turnkey Contracts	22%

Richland hereby agrees to advance \$342,000, the estimated project cost, to BPA upon execution of this Agreement. Payments made to BPA shall be held in an account established for this Agreement.

If BPA needs additional funds to complete the work at any time during performance of the project, BPA may request, in writing, for Richland to advance such additional funds to BPA for deposit in the account. Richland shall advance such additional funds within 30 days of BPA's written request, and BPA may temporarily stop work until Richland supplies the requested funds. If Richland does not advance such additional funds by the due date or, if at any time before completion of the project Richland elects to stop work under this Agreement, BPA has the right to cease all work and restore, as a cost to the project at Richland expense, government facilities and/or records to their condition prior to the beginning of work under this Agreement.

Within a reasonable time after completion of the project, or if this Agreement terminates because BPA has decided not to proceed after completing its NEPA review, BPA shall make a full accounting to Richland showing the actual costs charged against the account. BPA shall either remit any unexpended balance in the account to Richland or bill for any costs in excess of the deposits in the account. Richland shall pay any excess costs within 30 days of the invoice date (due date).

Payments not received by the due date will accrue interest on the amount due beginning the first calendar day after the due date to the date paid, at an annual interest rate equal to the higher of i) the prime rate (as reported in the Wall Street Journal in the first issue published during the month in which payment by Richland is due) plus 4 percent; or ii) such prime rate multiplied by 1.5.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 34-18, Authorizing a First Amendment to the South Richland Collector Street Latecomer Agreement with Westcliffe, LLC

Department:
Public Works

Ordinance/Resolution Number:
34-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 34-18, authorizing the City Manager to sign and execute the First Amendment to the 2016 South Richland Collector Street Latecomer Agreement with Westcliffe, LLC.

Summary:

The South Richland Collector Financing Plan (Chapter 12.03 RMC) was adopted in November of 2004 to establish an impact fee area and to promote the orderly construction of necessary collector roads in portions of South Richland. Imposition of this impact fee is authorized under the State's Growth Management Act.

Properties within the impact fee zone are also required to construct collector roadways as a condition of their development. The Westcliffe subdivision constructed various sections of Queensgate Drive in several different phases. After construction, all of these sections of Queensgate Drive were accepted by the City as public streets.

The developer of Westcliffe has provided the City with actual construction costs for each of these street sections. Staff determined that the construction costs exceeded the traffic impact fee obligation for the Westcliffe development. In August of 2016, the City entered into a latecomer agreement with the Westcliffe developer to reimburse for those costs. The August, 2016 agreement covered several completed segments of Queensgate Drive and contemplated an amendment when additional segments were completed.

Since the original latecomer agreement, the developer has completed the additional street segment construction. The developer provided actual construction costs for these additional segments, and the City Engineer has determined that the presented costs are reasonable.

Staff has prepared, and the developer has reviewed and approved, the proposed amendment adding additional costs and duration to the latecomer agreement. The proposed amendment commits the City to pay a \$20,000 initial payment and a dedicated fraction of impact fee program revenue to the developer. Staff recommends approval of Resolution No. 34-18.

Fiscal Impact:

The amended agreement obligates the City to pay up to \$1,073,026.27, in 2018 dollars, from South Richland Collector Street Impact Fee revenues over the next fifteen years. The City's obligation is to pay twenty three and seven tenths percent (23.7%) of program revenues each quarter. Revenue varies depending on development activity and has been between \$100,000 and \$250,000 per year over the past five years. The City's obligation cannot exceed program revenues and terminates after fifteen years, regardless of the amount of the outstanding balance owed.

Attachments:

1. Resolution No. 34-18
2. Proposed First Amendment to Latecomer Agreement - Queensgate - Westcliffe LLC

RESOLUTION NO. 34-18

A RESOLUTION of the City of Richland authorizing a First Amendment to the 2016 South Richland Collector Street Latecomer Agreement with Westcliffe, LLC.

WHEREAS, Chapter 12.03 of the Richland Municipal Code establishes the South Richland Collector Street Financing Plan; and

WHEREAS, the South Richland Collector Street Financing Plan authorizes latecomer agreements with developers who construct eligible street system components; and

WHEREAS, in 2016, the City and Westcliffe, LLC entered into a street latecomer agreement for portions of Queensgate Drive; and

WHEREAS, the 2016 agreement anticipated the need for a future amendment to capture the costs of constructing additional segments of Queensgate Drive; and

WHEREAS, these additional segments of Queensgate Drive have been constructed to City standards and have been accepted as public infrastructure; and

WHEREAS, the City Engineer has validated the costs of the additional segments of Queensgate Drive, and has negotiated the terms of an amendment to the 2016 latecomer agreement with Westcliffe, LLC; and

WHEREAS, Westcliffe, LLC desires to amend the aforementioned latecomer agreement in an effort to recoup these construction costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a First Amendment to the 2016 South Richland Collector Street Latecomer Agreement with Westcliffe, LLC.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

City of Richland
City Engineer
P.O. Box 190
Richland, WA. 99352

FIRST AMENDMENT TO SOUTH RICHLAND COLLECTOR STREET LATECOMER AGREEMENT

This First Amendment to the South Richland Collector Street Latecomer Agreement (Contract No. 199-16) is made this _____ day of _____, 2018 between the **City of Richland**, a Washington municipal corporation ("the City"), 505 Swift Blvd., Richland, WA 99352, and **Westcliffe, LLC**, a Washington limited liability company, 605 Summit Street, Richland, WA 99352 ("Developer"). Developer and the City are referred to collectively as the "Parties."

I. Recitals

WHEREAS, the Parties entered into the South Richland Collector Street Latecomer Agreement ("Original Agreement") on August 11, 2016; and

WHEREAS, Section 6 of the Original Agreement committed the Parties to construct missing segments of Queensgate Drive and to negotiate an amendment for the reimbursement of eligible costs of doing so; and

WHEREAS, Westcliffe, LLC has completed construction of the missing segments identified in Section 6 of the Original Agreement; and

WHEREAS, Westcliffe, LLC has submitted detailed cost records, which have been reviewed by the City Engineer, demonstrating the costs of constructing the missing segments of Queensgate Drive. The City Engineer has determined the costs provided are reasonable; and

WHEREAS, the Parties now desire to amend the Original Agreement to enable reimbursement to Westcliffe, LLC for the completed segments of Queensgate Drive.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree to amend the Original Agreement as follows:

II. Agreement

1. Section 1 of the Original Agreement titled **Arterial Collector Street – Acceptance by the City** is replaced in its entirety with the following:

The City has approved construction of that portion of Queensgate Drive, approximately 3,675 linear feet in length, lying entirely within the Westcliffe

subdivision. This segment of Queensgate Drive represents 8.9 percent, by length, of the remaining collector streets in the assessment reimbursement area. This segment of Queensgate Drive represents 7.9 percent, by estimated value in the assessment financial model, of the remaining improvements in the assessment reimbursement area. The City has accepted this street facility as a City street. After the construction warranty has expired, the City agrees to bear all further maintenance and operation costs of said street.

2. Section 2 of the Original Agreement titled **Cost of Streets** is replaced in its entirety with the following:

The Developer has presented to the City Engineer documentation showing the right-of-way and construction costs of said street, and the City Engineer has reviewed the documents submitted.

The City and Developer agree that the total cost of said street, including elements such as curbs, gutters, sidewalks, stormwater conveyance and street lighting, is \$1,841,082.81.

The Parties agree that the portion of the above total cost of said street which is reimbursable under the provisions of RMC Title 12.03 is \$1,337,426.02 consisting of the following:

Design Engineering (original agreement)	\$ 12,349.22
Design Engineering (added amendment value)	\$ 22,000.00
Queensgate Drive R-O-W value	\$454,021.00
Queensgate Drive Construction (original agreement)	\$390,459.50
Queensgate Drive Construction (added amendment value)	\$416,760.95
Tax (original agreement)	\$ 17,237.11
<u>Tax (added amendment value)</u>	<u>\$ 24,598.24</u>
Total Cost	\$1,337,426.02

The final plats of Westcliffe phases 14, 15 and 16 contain 55 lots. According to RMC Section 12.03, the traffic impact fees for each of these lots would normally be \$1,533.56. Previous work accounting for past investments by Developer in elements of the South Richland Collector Street system have resulted in Westcliffe lots being assessed a modified fee of \$471.65. The Parties agree that lots within phases 14, 15 and 16 will be charged this fee at building permit issuance, and the amount owed the developer will be as described in section 4.c below.

3. Section 4 of the Original Agreement titled **Repayment** is replaced in its entirety with the following:

The City agrees to reimburse Developer as follows:

- a. In 2016, the City paid \$262,220.05 as the initial installment toward reimbursement of Developer's costs. Within 30 days of the execution of the First Amendment to the South Richland Collector Street Latecomer Agreement, the City will pay an additional \$20,000 toward the additional costs added to the Agreement by the First Amendment.

- b. The City will pay Developer 23.7% of the traffic impact fee revenue from the South Richland Collector Street Fund collected in Zone 1, minus that revenue received from lots within Westcliffe which will continue to pay the impact fee of \$471.65. Payments will be made within 30 days of the end of each calendar quarter, and shall be based on that quarter's revenue. The quarters will end on March 31, June 30, September 30, and December 31.
 - c. The City will pay the Developer 100% of all traffic impact fee revenue collected from lots within the Westcliffe preliminary plat. These funds will be paid as part of the quarterly payments described in paragraph 4.b.
 - d. After City Council approval of any future final plat completed by Developer within the impact fee area, Developer may direct, in writing, the City to credit the South Richland Collector Street Impact fees for said final future plat to the outstanding balance of this Agreement. This right is not transferrable or assignable unless such assignment or transfer is granted in writing by the City.
 - e. Total payments to Developer from the South Richland Collector Street Fund will not exceed \$1,073,026.27 as adjusted by inflation on the unpaid balance. This total represents the balance owed under the Original Agreement at the time of modification plus the additional eligible costs added by the First Amendment to the South Richland Collector Street Agreement. The City shall, as of June 30 of each year, adjust the unpaid balance upward by 3%.
 - f. The reimbursement values provided for in this Section 4. Repayment depart from the City's typical repayment values, and are based on Developer's unique circumstances. Nothing contained herein shall be construed as precedent-setting, nor to require the City to make similar reimbursement values available to any third party or to Developer on any other project.
4. Section 5 of the Original Agreement titled **Term** is replaced in its entirety with the following:
- This Agreement shall continue in full force and effect for a maximum of fifteen (15) years from the date of execution of the First Amendment to the South Richland Collector Street Agreement, or until the balance owed is paid in full, whichever occurs first. Nothing in the First Amendment or Original Agreement shall be construed to guarantee payment in full to Developer.
- 5. Section 6 of the Original Agreement titled **Incomplete Segments of Queensgate Drive** has been satisfied and is no longer binding on the Parties.
 - 6. Except as expressly amended by this First Amendment, the Original Agreement is and shall continue to be in full force and effect in accordance with the terms thereof.
 - 7. This First Amendment shall be construed in accordance with, and governed by, the laws of the state of Washington.
 - 8. This First Amendment shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day and year first above written.

CITY OF RICHLAND

WESTCLIFFE, LLC

Cynthia D. Reents, ICMA-CM
City Manager

Mark Bauder
Its: Manager/Member

Attest:

Marcia Hopkins, City Clerk

Approved as to form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 36-18, Expressing Appreciation to David Kobus for Service on the Board of Adjustment

Department:
City Attorney

Ordinance/Resolution Number:
36-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 36-18, expressing appreciation to David Kobus for his service on the Board of Adjustment.

Summary:

Mr. Kobus was appointed to the Board of Adjustment on February 5, 2013, and served until his resignation on November 12, 2017.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 36-18

RESOLUTION NO. 36-18

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to David Kobus service rendered to the City as a member of the Board of Adjustment.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to David Kobus their appreciation for the service he rendered to the City during his tenure as a member of the Board of Adjustment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 37-18, Expressing Appreciation to James Watson for Service on the Board of Adjustment

Department:
City Attorney

Ordinance/Resolution Number:
37-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 37-18, expressing appreciation to James Watson for his service on the Board of Adjustment.

Summary:

Mr. Watson was appointed to the Board of Adjustment on February 4, 2014, and served until his resignation on November 20, 2017.

Fiscal Impact:

None.

Attachments:

I. Resolution No. 37-18

RESOLUTION NO. 37-18

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to James Watson for service rendered to the City as a member of the Board of Adjustment.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to James Watson their appreciation for the service he rendered to the City during his tenure as a member of the Board of Adjustment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 38-18, Expressing Appreciation to Ron Thomas for Service on the Economic Development Committee

Department:
City Attorney

Ordinance/Resolution Number:
38-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 38-18, expressing appreciation to Ron Thomas for his service on the Economic Development Committee.

Summary:

Mr. Thomas was appointed to the Economic Development Committee on November 15, 2015, and served until his resignation on January 12, 2018.

Fiscal Impact:

None.

Attachments:

- I. Resolution No. 38-18

RESOLUTION NO. 38-18

A RESOLUTION expressing the appreciation of the City of Richland and its citizens to Ron Thomas for service rendered to the City as a member of the Economic Development Committee.

BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City and its citizens express publicly and formally to Ron Thomas their appreciation for the service he rendered to the City during his tenure as a member of the Economic Development Committee.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:

Resolution No. 39-18, Approving the Preliminary Plat of West Vineyard Phase 2

Department:

Community & Development Services

Ordinance/Resolution Number:

39-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 39-18, approving the preliminary plat of West Vineyard Phase 2 subject to the conditions of approval included in the Hearing Examiner's report dated February 27, 2018 and Technical Advisory Committee Report S2017-105.

Summary:

Nor Am Investments, LLC has filed a preliminary plat application to divide approximately 23.6 acres into 46 residential lots with an average lot area of 14,099 square feet. Located within that area of Richland known as Badger Mountain South, this plat site lies at the east end of Trowbridge Boulevard and approximately 500 feet east of the paved terminus of Ava Way.

As the subject of a master planned community, the plat of West Village 2 benefits from previous planning efforts aimed at streamlining the platting process and environmental review procedures.

The subject property and the adjacent properties to the south, east and north are included in the Badger Mountain South Subarea plan and LUDR regulations. The proposed plat includes land within the Neighborhood Collector and Neighborhood General districts of the Subarea Plan.

The Hearing Examiner recommended approval of Nor Am Investments, LLC's preliminary plat after holding a duly-noticed public hearing on January 25, 2018. Throughout the written comment period and the public testimony portion of the public hearing, no one opposed the proposed plat.

Staff has completed its review of the preliminary plat application and recommends approval subject to conformance with the conditions of approval included in the Hearing Examiner's report dated February 27, 2018 and Technical Advisory Committee Report S2017-105.

Fiscal Impact:

Development of the preliminary plat will increase property values and taxes of the subject site. Construction of 46 homes will add new residents to the area, which will increase demands for City services.

Attachments:

1. Resolution No. 39-18 (includes HE and TAC Reports)
2. Full Staff Report (reduced) - West Vineyard Phase 2

RESOLUTION NO. 39-18

A RESOLUTION of the City of Richland approving the preliminary plat of West Vineyard Phase 2, subject to the conditions contained in Technical Advisory Committee Report S2017-105; adopting the written findings and conclusions of the Hearing Examiner as the findings and conclusions of the Richland City Council; and directing staff to provide notice of this decision.

WHEREAS, on January 25, 2018, the Richland Hearing Examiner held an open record public hearing to consider the preliminary plat application of West Vineyard Phase 2 submitted by NorAm Investments, LLC; and

WHEREAS, the Hearing Examiner recommended that City Council approve the preliminary plat of West Vineyard Phase 2 subject to the conditions contained in the accompanying Technical Advisory Committee Report; and

WHEREAS, the City Council has reviewed the record created by the Hearing Examiner.

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

Section 1. The preliminary plat of West Vineyard Phase 2, attached hereto as **Exhibit A**, is hereby approved subject to the conditions of approval contained in Technical Advisory Committee Report S2017-105, attached hereto as **Exhibit B**.

Section 2. The written findings and conclusions identified in the Hearing Examiner Report dated February 27, 2018, attached as **Exhibit C**, are incorporated herein by reference and are adopted as the written findings and conclusions of the City Council.

Section 3. City staff is hereby directed to provide notice of this decision to parties of record in accordance with Title 19 of the Richland Municipal Code.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Resolution No. 39-18

Resolution No. 39-18



Exhibit B to Resolution No. 39-18

(S2017-105 – West Vineyard Phase 2)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
January 19, 2018**

APPLICANT: Nor Am Investments LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 23.62 ACRES INTO 46 RESIDENTIAL LOTS, (WEST VINEYARD PHASE 2)

LOCATION: SOUTHEAST OF THE INTERSECTION OF BELLAVIEW AVENUE AND AVA WAY (WESTCLIFFE)

ENGINEER: AHBL

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. Sheet C0.2 needs to identify the road section for Malbec Avenue.
2. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
3. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
4. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
5. 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.

6. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
10. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
11. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
12. 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.
13. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

14. Public improvement design shall follow the following general format:
 - A. 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. 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.
15. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project

prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

16. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
 - A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

17. **SURVEY MONUMENT DESTRUCTION:**

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

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

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

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

Traffic & Streets:

18. The West Vineyard 2 Preliminary Plat is identified as generating 46 PM peak hour trips. The 46 PM peak hour trips shall count toward all other Master Agreement Exhibit, Section 5.1 improvements that are triggered by a specific number of traffic PM peak hour trips.
19. Trowbridge Blvd. 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.

20. The extension of Ava Way from the plat of West Vineyards to the roundabout at the intersection with Trowbridge Blvd. shall be constructed full-width at the time of phase 1 construction.
21. A traffic signal shall be constructed at the Dallas Road/Trowbridge Blvd. 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.
22. The frontage of Ava Way, Trowbridge Blvd. Malbec Ave. and "Road C" shall be completed to City standards by the developer at the time that the phase which constructs the lots adjacent to each roadway is developed. The frontage improvements shall consist of curb, gutter, sidewalk, street lights & a storm drainage system. A ten-foot public utility easement along these roadways shall be provided on the face(s) of the final plat.
23. A note will be shown on the face of the final plat stating that Ava Way and Trowbridge Blvd. are both classified as collector streets. Subsequently, no driveways accessing single family lots will be allowed directly onto either.
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. 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.
26. 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.
27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

28. This proposed preliminary plat is located primarily within both Tapteal 4 water pressure zone. The closest watermain capable of serving this property is located adjacent to but outside the pre-plat boundary. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a watermain to this property to serve domestic water prior to final plat acceptance.
29. Any grading operations that take place near to or over the top of an existing water main shall ensure that adequate cover remains over the water line so as to protect it from breakage and freezing. It shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of his grading operations.
30. The fire hydrant layout shall be approved by the City Fire Marshal.

31. If any homes within this preliminary plat are required to install residential fire sprinkler systems, the sprinkler systems shall be flow-through type in compliance with the City's cross connection control program. A passive purge sprinkler system shall provide domestic water to both fire sprinklers and plumbing fixtures, and shall be a flow-through design connected to a domestic plumbing fixture, with anticipated regular use, near a remote portion of the loop. The system shall be compliant with the water utilities cross connection control program and without need of backflow prevention devices. Fire sprinkler plans are not required. An approved sprinkler system shall be installed in accordance with NFPA 13D and IRC P2904.1 and shall meet the Washington State licensing requirements for the installation of fire sprinkler systems found in RCW 18.270
32. Domestic water shall be extended to the adjoining properties adjacent to the plat, provided they are in the correct pressure zone.
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.

Sanitary Sewer:

34. The closest sanitary sewer available for this development is located offsite. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a sewer main to this property to serve sanitary sewer at the time of plat construction. A sanitary sewer collection system shall be constructed to City standard and accepted prior to final plat acceptance.
35. 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.
36. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

37. 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.
38. 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.
39. 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.

40. 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.
41. 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.
42. 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").
43. 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.
44. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
45. 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.
46. 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.
47. 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 Requirements:

48. All subsequent final plats for West Vineyard 2 shall note all lots within the plat are subject to payment of the City of Richland's park mitigation fee regulations and that park fees shall be paid in accordance with Richland Municipal Code Chapter 12.03.
49. Final plats submitted for West Vineyard Phase 2 shall provide a ten (10) foot-wide mid-block pedestrian pathway connecting Roads A & B, dedicated to the City.
50. Pursuant to LUDR Section 1.G(5) final plats shall note the allowable land uses (i.e. building types) for each lot.
51. Richland Energy Services requires a 10' utility easement on the lots adjacent to all public ROW's, in addition to the existing easements shown.
52. At the time of final platting a CMU/block wall shall be constructed along the north side of Trowbridge Avenue extending the full length of Trowbridge Avenue where adjacent to the respective plat.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
59. A one-foot "No access / screening easement" will be required along the Ava Way, Trowbridge Blvd., Malbec Ave. and the "Road C" Rights-of-Way.
60. The intended use and ownership of all tracts within the plat shall be noted on the final plat.

61. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
62. Any restricted parking areas shall be indicated on the final plats



Exhibit C to Resolution No. 39-18

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

**FINDINGS, CONCLUSIONS AND
RECOMMENDATION OF APPROVAL
“WEST VINEYARD PHASE 2” PRELIMINARY PLAT**

FILE NUMBER: S2017-105

APPLICANT/OWNER: NOR AM INVESTMENT, LLC

APPLICATION: TO SUBDIVIDE 23.62 ACRES INTO 46 RESIDENTIAL LOTS

LOCATION: PART OF THE BADGER MOUNTAIN SOUTH SUB-AREA, SOUTHEAST OF THE INTERSECTION OF AVA WAY AND BELLAVIEW AVENUE, WITH TROWBRIDGE BOULEVARD ALIGNMENT FORMING THE PLAT’S SOUTHERN BORDER.

PARCEL NUMBERS: THE PROPOSED PLAT APPEARS TO LIE ON PORTIONS OF MORE THAN ONE PARCEL, MOSTLY ON BENTON COUNTY ASSESSOR PARCEL NO. 132983000003013, OWNED BY THE APPLICANT, NOR AM INVESTMENT, LLC.

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

SUMMARY OF RECOMMENDATION: *APPROVE*, SUBJECT TO CONDITIONS

DATE OF RECOMMENDATION: FEBRUARY 27, 2018

PROJECT DESCRIPTION AND SUMMARY of PROCEEDINGS

Nor Am Investment, LLC, of Lakewood, Washington, is the owner and applicant in this matter. (*Exhibit 1; Ex. 2, page C0.1*).

The proposed subdivision would divide almost 24 acres into a development site with 46 residential lots. Condition of Approval No. 50 mandates that the applicant shall identify building types for each lot, prior to final plat approval, i.e. single-family, duplex, etc. (*See LUDR Sec. 1.G(5)*). The site is located to the southeast of West Vineyard Phase 1, much of which is already occupied or under construction, with access off of an extension of Ava Way, which will run to Trowbridge Boulevard. The proposed subdivision is part of the Badger Mountain South Subarea Plan and is part of the master planned community of Badger Mountain South, which is intended to be a “walkable and sustainable community” with a range of housing types, mixed-use neighborhoods, up to 5,000 dwelling units, businesses and other commercial activities. (*Staff Report, page 3; LUDR, 1.A, Intent, and 1.B, Purpose*). The project will have convenient access to/from Interstate 82, via Dallas Road, which intersects with Ava Way and Trowbridge Blvd. (*Staff Report, pages 6 and 9; Ex. 2, page C0.1*).

The project site is currently vacant, with rolling hills, that are/were used agricultural purposes. It is apparent that prep work has occurred over the years, with grading and construction-type dirt driving lanes through much of the plat area. (*Site visit*).

The property owner’s design team submitted an application for preliminary plat approval on or about December 1, 2017. (*Staff Report, page 9; Ex. 1, Preliminary Plat Application Form cover sheet, dated November 22, 2017*). Following review, and an analysis to determine the application’s consistency with the current Land Use and Development Regulations (LUDR) for the Badger Mountain South master-planned community, city staff issued a Master Agreement Consistency Determination on December 20, 2017 (*Ex. 6*), and provided Notice of the Application and Public Hearing for the matter on or about December 29, 2017. (*Staff Report, page 9; Ex. 3*). The City did not receive any comments opposing the proposed plat prior to or during the public hearing held for the pending application. Some neighboring property owners submitted written comments expressing concerns that traffic should be adequately addressed and that the developer should fulfill commitments to include retail businesses in the Badger Mountain South area to serve the growing residential base. (*Ex. 11*).

SEPA Compliance.

The City of Richland’s Planned Action Ordinance adopted for the Badger Mountain master planned community covers development within the Badger Mountain South Subarea. The Supplemental Final Environmental Impact Statement issued for the Planned Action Ordinance covers the site of the proposed West Vineyard 2 Plat. Accordingly, standard SEPA review is not required, so long as the project is consistent with the master plan and mitigation measures

adopted and identified in applicable SEPA documentation for the master planned area. (*Staff Report discussion, at page 10; Ex. 5, Planned Action Consistency Determination; and Ex. 6, Master Agreement Consistency Determination*). With such documentation, and the Modified Environmental Checklist issued for this project (*Ex. 4, final two pages*), the pending application satisfied applicable SEPA review requirements.

Public Hearing.

The open-record public hearing for the application occurred on January 25, 2018, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. Throughout the written comment period and the public testimony portion of the public hearing, no one opposed the proposed plat. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, on the day of the hearing.

Upon consideration of the Staff Report, exhibits, public hearing testimony, the proposed phasing plan, and the Badger Mountain South LUDR provisions, this Recommendation is now in order. Based on all the evidence, testimony, codes, policies, regulations, and other information contained in the Record, the Examiner issues the following findings, conclusions and Recommendation to approve the preliminary plat as set forth below.

CONTENTS OF RECORD

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding the “West Vineyard Phase 2” Preliminary Plat, File No. S2017-105, dated January 25, 2018;

1 – 14. As described and indexed on pages 17 and 18 of the Staff Report.

Testimony/Comments: The only people who spoke at the public hearing were staff and applicant representatives. Everyone who spoke was sworn and provided testimony under oath at the open-record hearing. A digital recording of the brief public hearing is maintained by staff and is included as part of the file for this matter.

APPLICABLE LAW

Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat application is first subject to review and approval by city staff with respect to the engineering elements of said plat, then the Hearing Examiner is responsible for conducting an open record public hearing followed by a 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)¹ 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;

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).

¹ "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. []" RCW 58.17.110(2).

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.

ISSUE PRESENTED

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

Short Answer: Yes.

FINDINGS of FACT

1. Any statements in previous or following sections of this document that are deemed findings are hereby adopted as such, including without limitation the project description and summary of proceedings.
2. The Staff Report and recommendation of approval (*Ex. A*), include a number of specific findings and conditions that establish how the underlying plat application, as conditioned, satisfies provisions of applicable law, is consistent with the city's Comprehensive Plan, and is designed or conditioned to comply with applicable development standards and guidelines.

Public Hearing Testimony

3. At the hearing, Senior Planner Shane O'Neill summarized his Staff Report and recommendation of approval for the proposed plat.
4. Mr. O'Neill noted that the City's Master Development Agreement for the Badger Mountain South area supersedes and applies to the project instead of standard city development regulations.
5. As noted above, the proposed plat is located in a portion of the Badger Mountain South Subarea, and the distinct LUDR provisions, adopted and amended by the Richland City Council following extensive public review, apply to this project.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

6. 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 clearly establishes compliance by the proposed plat (as conditioned herein) with the city's land platting regulations that are applicable to this project, including without limitation those reflected in the LUDR for Badger Mountain South, thus implementing and complying with the City's Comprehensive Plan. (*See Staff Report, all Findings*).

Proposed plat will provide public benefits

7. The applicant's submittals established that some aspects of the new subdivision will provide a public benefit, including without limitation, new housing inventory and options fulfilling the city's goals and policies set forth in the Comprehensive Plan, construction of new roads, sidewalks, an attractive street system to serve the new plat, and other features that will serve to promote health benefits of a walkable, pedestrian-friendly community.

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

8. The record contains substantial evidence to demonstrate that, as conditioned, the proposed plat makes appropriate provisions for:
 - A. The public health, safety, and general welfare: See Staff Report; all Findings; Exhibits 2, 4, 5, and 6.
 - B. Open Spaces: *Staff Report, pages 15 and 16, describing urban trails that are consistent with the LUDR; See discussion in item H.*
 - C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manual for Eastern Washington. *Staff Report; Ex. 2, grading and drainage plans, on page C2.1; Ex. 12, TAC Report, pages 6 – 8, recommended Storm Water conditions.*
 - D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable LUDR and city standards for city roads, streets, driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 2, site plans; Exhibits 12, Technical Advisory Committee report and proposed conditions, particularly pages 4 and 5.*
 - E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben

Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, page 12.*

- F. Potable water supplies: The new subdivision will receive its domestic water supply from the City of Richland. Staff confirms that adequate capacity is available within the city's water supply system to provide both domestic water and fire flow service to the new plat. Irrigation water will continue to be available within the plat, as provided by the Badger Mountain Irrigation District. *Staff Report, page 12; Ex. 4, conceptual water system plans, showing connections to city water supply system; Ex. 12, pages 5, 6, recommended Domestic Water conditions.*
- G. Sanitary systems: The City's sewer system has capacity to serve the proposed plat, and will do so. *Staff Report, at page 12; Ex. 2, page C3.1, conceptual water and sewer system plans, showing connections and extensions for city sewer service; Ex. 12, page 6, recommended Sanitary Sewer conditions.*
- H. Parks and recreation, playgrounds, schools: The Staff Report and site plans show that the project includes provisions for new open space, advancing the Badger Mountain South vision of urban trails throughout the master planned community. The Staff Report explains that the park mitigation fees will be paid for each dwelling unit constructed within the plat. School needs for future residents are adequately addressed in the LUDR for the Badger Mountain South master planned community.
- I. Planning features to assure safe walking conditions for students: The proposed plat includes extensive walking paths, sidewalks, and public rights-of-way that will adequately provide safe walking routes and conditions for school children.

10. 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.²

11. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat, as conditioned below, makes appropriate provisions for the considerations detailed in applicable law, including without limitation RMC 24.12.050, .053, 19.60.095, and the LUDR provisions applicable to the Badger Mountain South area, and that the public use and interest will be served by the proposed plat and associated dedications and improvements.

² 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.

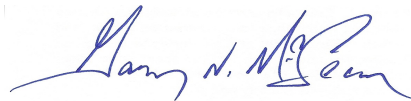
CONCLUSIONS of LAW

1. Based on the Findings as summarized above, the undersigned examiner concludes that the proposed plat, as conditioned below, conforms to all applicable zoning and land use requirements and appropriately mitigates adverse environmental impacts. Upon reaching such findings and conclusions as noted above, the preliminary plat meets the standards necessary to obtain approval by the City.
2. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as Exhibit 12, are reasonable, supported by the evidence, and capable of accomplishment.
3. Any Finding or other statements in previous or following sections of this document that are deemed Conclusions are hereby adopted as such.

RECOMMENDATION

Based upon the preceding Findings of Fact and Conclusions of Law, evidence presented through the course of the open record hearing, all materials contained in the contents of the record, and the Examiner's site visit, **the undersigned Examiner recommends that the City Council APPROVE the "West Vineyard Phase 2" Preliminary Plat** application, subject to all Conditions of Approval contained in the City's Technical Advisory Committee Report, a copy of which is included in the Record as *Exhibit 12*, and adopted herein by reference.

Recommendation issued: February 27, 2018.

A handwritten signature in blue ink, appearing to read "Gary N. McLean".

Gary N. McLean
Hearing Examiner for the City of Richland

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

GENERAL INFORMATION:

PROPOSAL NAME: West Vineyard Phase 2 - Preliminary Plat

LOCATION: Southeast of the intersection of Ava Way and Bellaview Avenue within the Badger Mountain South Sub-Area

APPLICANT: Nor Am Investment, LLC

FILE NO.: S2017-105

DESCRIPTION: Request to subdivide 23.62 acres into 46 residential lots allowing for the development of single family and multi-family homes

PROJECT TYPE: Type III Preliminary Plat

HEARING DATE: January 25, 2018

REPORT BY: Shane O'Neill, Senior Planner

RECOMMENDED ACTION: Approval subject to completion of proposed conditions

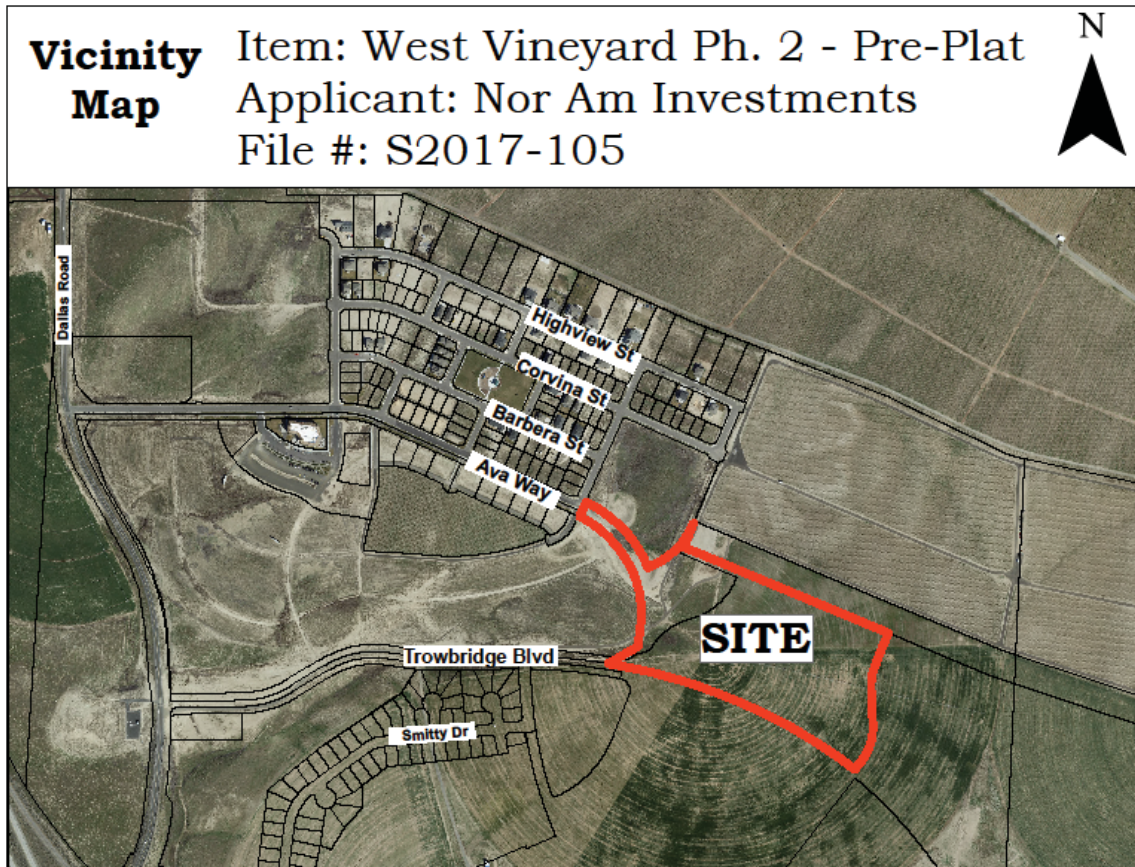


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

Nor Am Investments LLC has filed a preliminary plat application (Exhibit 1) to divide approximately 23.6 acres into 46 residential lots with an average lot area of 14,099 square feet (0.32 acres), known as the plat of West Vineyard Phase 2. All lots are planned to be served by direct access to public roadways dedicated by way of platting (see Exhibit 2- plat map).

Located within that area of Richland known as Badger Mountain South, this plat site lies at the east end of Trowbridge Boulevard and approximately 500 feet east of the paved terminus of Ava Way. Describing the broader locational context, the Badger Mountain South area (Exhibit 7 – LUDR Map) appears as an appendage of the Richland City Limits boundary generally in the southwest sector of the City which, as the name implies, is on the south side of Badger Mountain. As the subject of a master planned community, the plat of West Village 2 benefits from previous planning efforts aiming to streamline the platting process and environmental review procedures discussed further in this report.

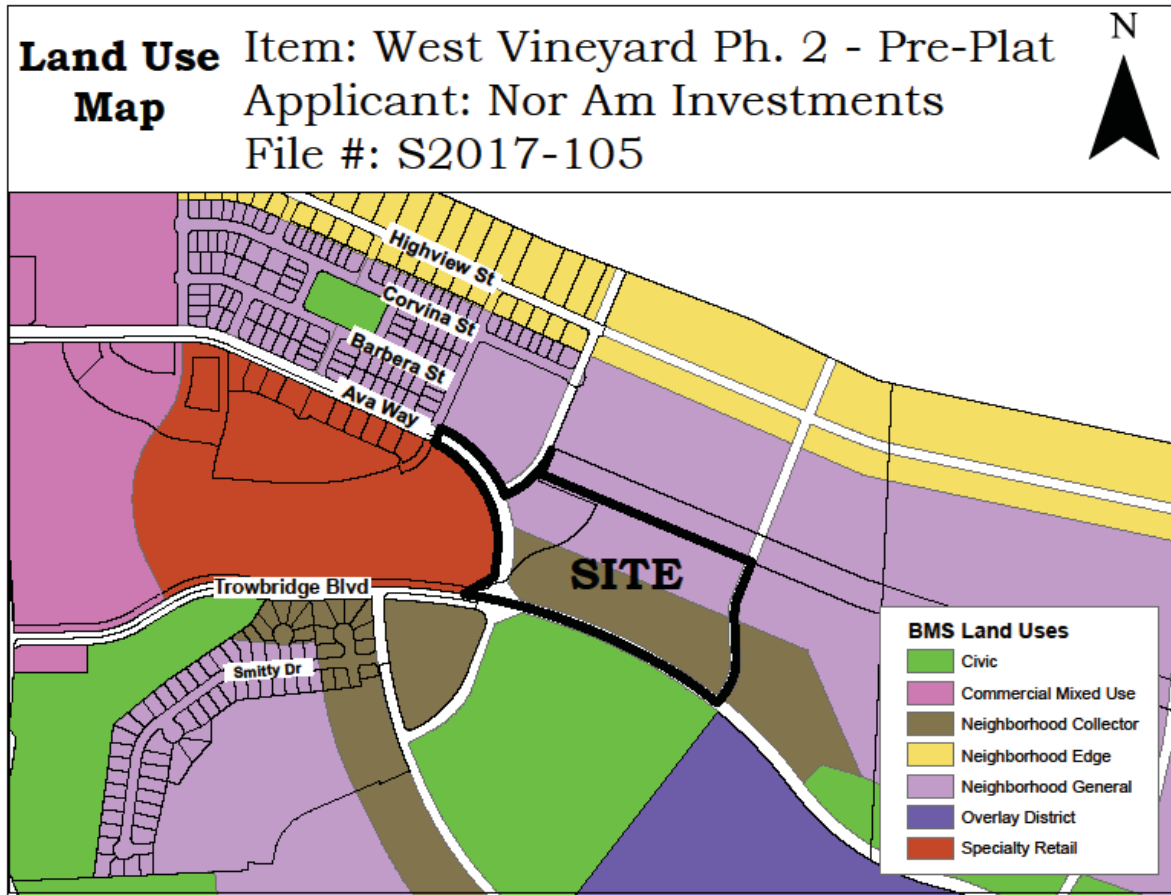


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

The subject property is part of the Badger Mountain South Subarea Plan, which was developed in 2010. The plan calls for the development of a master planned community known as Badger Mountain South that is intended to be a mixed use, walkable and sustainable community of up to 5,000 dwelling units. The plan calls for small lot residential development with some multi-family, commercial and office uses with generous open spaces and extensive pedestrian trails. In recognition of the intended unique character of the master planned area, the City worked with Nor Am Investment, LLC to adopt a set of development regulations that specifically apply to the Badger Mountain South Subarea Plan known as the Land Use and Development Regulations (LUDR) (Exhibit X). The City also adopted a Planned Action Ordinance (Exhibit X RMC 19.50.030) for the subarea based on a supplemental environmental impact statement that was prepared for the master planned community.

LUDR PROVISIONS

The subject property and the adjacent properties to the south, east and north are included in the Badger Mountain South Subarea plan and LUDR regulations. The proposed plat includes land within the following districts as described in Section 2.A of the LUDR:

Neighborhood Collector (BMS-NC): The Neighborhood Collector District allows a variety of multi-family attached housing options as well as smaller scale commercial and mixed uses.

Neighborhood General (BMS-NG): The Neighborhood General District makes up the largest area of Badger Mountain South. This District allows single-family detached residential with a mix of smaller scale attached housing options.

2.B REGULATING PLAN FOR LAND USE AND URBAN FORM

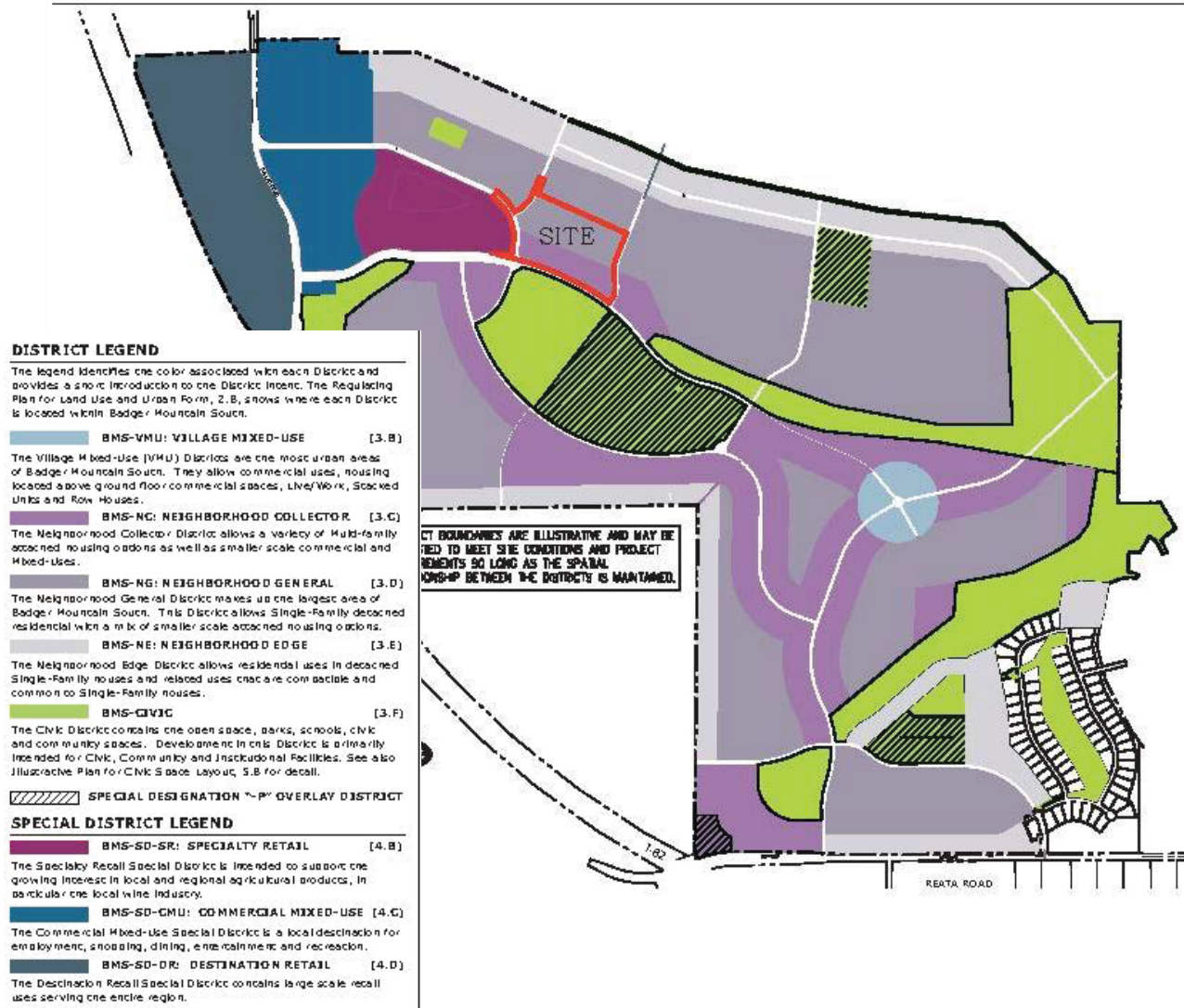


Figure 3 – Regulating Plan for Land Use and Urban Form

Single-family residential uses are permitted in the Neighborhood Collector and Neighborhood General Districts. Both the Neighborhood Collector and Neighborhood General districts allow multi-family residential uses. Further, the Neighborhood Collector districts allows for some retail and service uses.

Dimensional Standards

The following dimensional standards apply to single family residences:

Standard	BMS-NG	BMS-NC
Minimum Front Yard Setback	10 ft.	10 ft.
Maximum Front Yard Setback	20 ft.	20 ft.
Rear Yard	15 ft.	15 ft.
Side Yard	5 ft.	5 ft.
Side Street Setback	10 ft.	10 ft.
Maximum Building Height	30 ft.	35 ft.
Parking Requirements	1 space/unit	1 space/unit

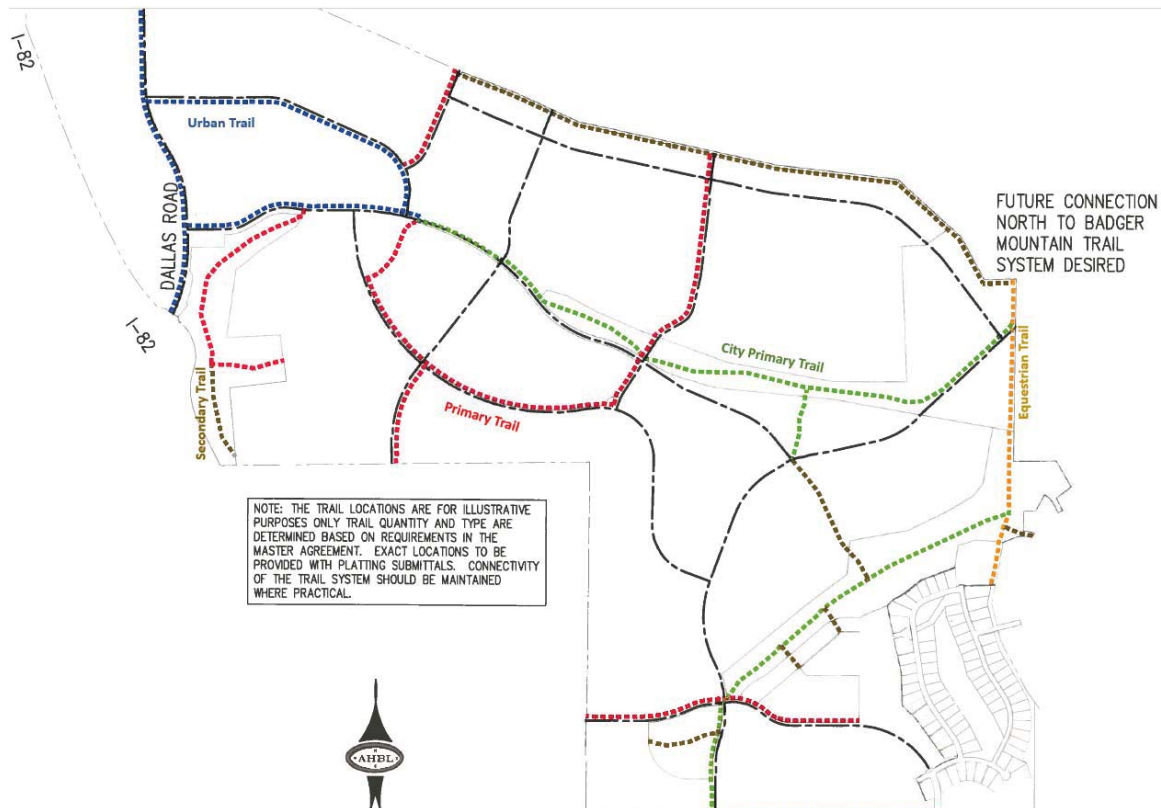


Figure 4 – Trail Layout Plan

Trail Standards

The LUDR identifies a system of pedestrian trails throughout the master planned area. The 950-foot trail segment located along the proposed extension of Ava Way is designated as Urban Trail. The design standards for primary trails (refer to Section 5.1 of the LUDR) requires a 12 foot wide concrete or asphalt surface. Constructing this new segment of urban trail fulfills the plat's green infrastructure obligations. The improvement schedule is outlined in Exhibit D of the master agreement.

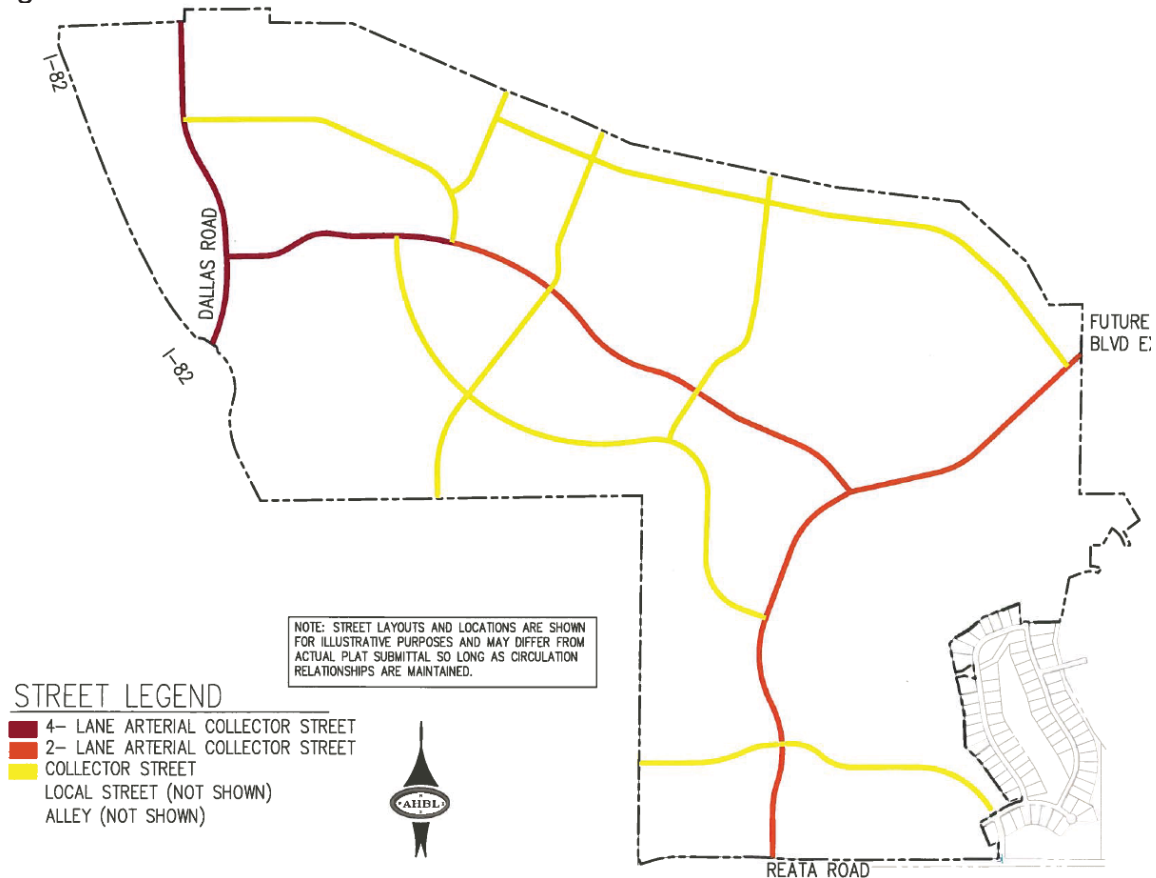


Figure 5 – Regulating Plan for Streets

Street Standards

Trowbridge Boulevard, the primary entrance into the community, extends from Dallas Road to the south boundary of the project site. Trowbridge Boulevard is planned to be a 2 lane arterial collector street along the south boundary of West Vineyard 2. Development of this arterial collector street requires extension of an urban trail, however, the current trail alignment places the trail extension on the south side of Trowbridge Boulevard which lies outside of the plat boundary. If the developer decides not to build the urban trail with West Vineyard 2 trail construction would likely be linked to development of the adjacent park.

Proposed roads A and B are classified as local streets, comprised of 31 feet of paved surface, with curbs, gutters, sidewalks and landscape strips.. The extension of Ava Way along the westerly boundary of the plat is designated as a collector street, comprised of 35 feet of paved surface, with curbs, gutters, sidewalks, landscape strips and a 12-foot-wide segment of urban (paved) trail. Road C is designated as a collector street comprised of 35-feet of paved driving surface, curbs, gutters, sidewalks and landscaping planter strips on both sides. For roadway construction standards refer to Section 6.F of the LUDR and Sheet 2 of the plat (Exhibit 2)

Block Standards

Section 7.B of the LUDR establishes requirements for the configuration of blocks. This section of the LUDR restricts block length from exceeding 1,000 feet. The plat map together with the MACR (pg 2) indicate the block lying between Road A and Road B is approximately 1,102 feet long. Staff sees this excess in length as an opportunity to provide a mid-block pedestrian walkway secured by way of a tract on the plat. Staff is conditioning subsequent final plat(s) to provide a ten-foot mid-block pedestrian pathway connecting Roads A & B to be established as a tract dedicated to the City (Exhibit 12, condition #?).

Pursuant to the LUDR Section 7.A(5)(a) each block within both the Neighborhood Collector (NC) and Neighborhood General (NG) Districts is required to provide a minimum of two housing types. Section 8.B lists the housing types that are permitted within each district. Building types that are permitted and that meet minimum lot width standards for the lots proposed in the plat include single family house – street access, single family house – alley access (NA), cottage court, paired house (duplex), mansion apartment, row house/town house, stacked unit building and a live-work building. However, the applicant proposes that only single-family homes will be allowed in West Vineyard Phase 2. Pursuant to LUDR Section 1.G(5) staff is conditioning that subsequent final plats for West Vineyard Phase 2 shall note the allowed land uses (e.g. building types) for each lot (Exhibit 12, condition #?).

Density Requirements

Chapter 7.C of the LUDR establishes density targets for each of the neighborhoods within the Badger Mountain South community. The West Vineyard neighborhood sets a target of a minimum of 430 units and a maximum of 510 units. At least 10% of the areas designated as Neighborhood Collector shall be used as multi-family or commercial space. Exhibit D (page D-2 of Badger Mountain South Master Agreement- Exhibit 9) estimates that the West Vineyard neighborhood will include approximately 900 units. The project will result in 46 residential units if restricted to single-family residential development.

The applicant has not identified any specific lots in the proposed plat intended for building types other than single family housing to fulfill the requirements of section 7.C of the LUDR. (Refer to Exhibit 4 - MACR.) Although the MACR indicates lots will only be developed with single-family homes, this is not binding as the LUDR allows for a variety of development styles mentioned above unless the final plat(s) notes otherwise. Pursuant to the LUDR Section 1.G(5), final plats must identify housing types allowed on each lot. Section 7.C of the LUDR contains a note stating that a minimum of 10% of the Neighborhood Collector (NC) zone shall be designed for use as multi-family or commercial space. Ample land area assigned Neighborhood Collector zoning remains un-platted at this time which can be used to meet the aforementioned multi-family use target in the future.

Procedural Requirements

Section 1H of the LUDR requires that a master agreement consistency determination be issued by the Planning Manager for any development proposal located within the Badger Mountain South master planned community. This determination is made after consultation with the Badger Mountain South Master Plan Administrator. The applicants have provided a Master Agreement Consistency Recommendation (Exhibit 4). Staff has reviewed and accepted this recommendation and has issued a Master Agreement Consistency Determination (Exhibit 6).

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of gently rolling hills that were previously but are not presently under agricultural production. No existing development immediately abuts the subject property.

Previously used for agriculture, the site is currently devoid of significant vegetation. As depicted in the site photos taken by city staff (Exhibit 13) in December of 2017, the site is covered with short grass and a few non-woody weedy plant species. The site contains no trees or other woody plant species including sagebrush.

All immediately adjacent properties surrounding the subject site are currently vacant. Land to the north is planted with a vineyard for agricultural production.

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 (Title 24 Plats and Subdivisions);

- 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:	December 1, 2017
Notice of Hearing Mailed:	December 29, 2017
Notice of Hearing Posted:	December 20, 2017
Notice of Hearing Published:	January 7, 2018
Public Hearing:	January 25, 2018

A combined notice of application, public hearing and SEPA determination was provided by mailing notices to property owners within 300 feet. Public hearing notices were 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 3.

In response to public noticing, on January 17th staff received two public comment letters included herein as Exhibit 15.

UTILITY AVAILABILITY

The project would be served by City domestic water, sewer and electrical power services. Utilities will serve the plat by way of extension from within Ava Way right-of-way. Site specific development conditions contained in the attached TAC report (Exhibit 12) address extension of off-site utilities to the site and construction private on-site utilities.

TRANSPORTATION

Access to the project would be provided through the construction of an extension of Trowbridge Boulevard, which would extend east from Dallas Road and then tie into the interior road system that would serve the plat. Under the provisions of the master plan (6.B), Trowbridge Boulevard is a four lane arterial street east of Dallas Road but the streets map (pg. 6 of this report) plans for Trowbridge to transition into a 2-lane arterial where it intersects with Ava Way. This means Trowbridge Blvd. will be a 2-lane arterial where adjacent to the plat of West

Vineyard 2. Because the south boundary of the proposed plat aligns with the centerline of Trowbridge Blvd. it is implied that only half of the Trowbridge road section will be constructed with this plat.

The plat proposes streets that will connect to the existing West Vineyards residential plat to the west and with future divisions of West Vineyards to the north.

Pedestrian access throughout the subdivision would be provided by sidewalks that would parallel the street system plus an urban pedestrian trail within the green space tract along the western boundary of the plat, Ava Way, will be developed with an urban pedestrian trail to fulfill green infrastructure obligations. Condition #49 of the TAC report (Exhibit 12) requires any subsequent final plat(s) to provide a ten (10) foot-wide mid-block pedestrian walkway dedicated to the City connecting Road 'A' & 'B' which would facilitate enhanced ease of pedestrian access through the plat.

SEPA

A Supplemental Final Environmental Impact Statement was completed for this site at the time that the City adopted a subarea plan for the Badger Mountain South area in 2010. The property was annexed at that time and the City adopted a Planned Action Ordinance (Exhibit 10) for the Badger Mountain master planned community. The effect of the Planned Action Ordinance is that standard SEPA review is not required, provided that any project proposed within the boundaries of the master planned community is consistent with the master plan and that the mitigation measures identified in the adopted SEPA documents and documented via a modified checklist (refer to Exhibit 4). Projects that are determined to be consistent with the subarea plan, the master agreement between the City and Nor Am Investment and the mitigation measures enumerated in the adopted SEPA documents are issued a Planned Action Consistency Determination (refer to Exhibit 6).

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 and Energy Services Departments have been incorporated into the TAC Report (Exhibit 12).

Richland Energy Services commented that 10' utility easements are needed on all lots adjacent to public ROW's, in addition to the existing easements shown.

At the time this report was written city staff received no response from the State Department of Ecology nor from other non-municipal agencies.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. At the time this report was prepared city staff had received two public comment letters regarding the proposed plat incorporated into this report as Exhibit 11.

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 12).

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.

Section 24.04.060 of the RMC specifies that when the City enters into a development agreement governing the development of a master planned community of over 1,000 acres, the provisions of the agreement supersede the provisions of the City's subdivision regulations. In this case, the Badger Mountain South LUDR takes precedence over the standards contained in the subdivision regulations. The LUDR also imposes a requirement that the City issue a Master Agreement Consistency Determination (MACD) (Exhibit 6), which has been completed and which demonstrates that the project is consistent with the provisions of the LUDR.

Some of the LUDR provisions would be addressed at the time that homes are built on the future lots. Notice of these LUDR requirements could be provided through notes on the final plat document, which would inform future lot purchasers that homes constructed within the plat would have to be provided with fire sprinkler systems; that home builders would be subject to park mitigation fees; and that future construction would have to meet the sustainability standards contained in Section 12 of the LUDR and with the design requirements established within Sections 3 and 8 of the LUDR.

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

facets, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school;

- The proposed plat includes provisions for open space through the proposed creation of a 0.58-acre green space tract (Tract B) together with the 0.02-acre opens space tract (Tract A).
- The plat includes a plan for grading and drainage. The provisions of the planned action for Badger Mountain South require that Department of Ecology Stormwater Management Manual for Eastern Washington be used in the design of drainage plans.
- The proposed street system would provide access from Trowbridge Boulevard, a 2-lane arterial street that is intended to be the primary access point into the Badger Mountain South community. The collector street, Ava Way, would extend from the west the site where it intersects proposed Road 'A'; eventually connecting to Trowbridge Blvd. All streets within the project would be public streets built to the standards identified in the LUDR.
- The site is located within the Ben Franklin Transit service area, but no bus service is provided to the neighborhood currently. The transit service was given an opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.
- The plat would be served by City domestic water. Capacity is available within the City's system to provide for both domestic water and fire flow needs.
- The plat would be served by Badger Mountain Irrigation District. The district currently provides water to the agricultural uses on-site. Conversion of the property from agricultural to residential uses would not result in an increase in the amount of irrigation water usage.
- The plat would be served by City sewer. The City system has capacity to serve the proposed development.
- The plat would be served by City electrical energy. The City system has adequate capacity to serve the project.
- The plat includes provisions for recreation in the form of setting aside a 0.58 acre green space tract that will be developed with an urban pedestrian trail. All roadways within the plat will be developed with sidewalks built to city standards. A contiguous sidewalk network throughout the Badger Mountain South area will contribute to recreational opportunities for residents. The LUDR regulations call for the payment of a parks mitigation fee for each dwelling unit constructed within the plat. Additionally, page 5 of the Master Agreement Consistency Recommendation (MACR) (Exhibit 4) specifies a schedule for green infrastructure improvements which would result in the construction of 950 lineal feet of urban trail.
- The project provides for walking paths and sidewalks throughout the subdivision that would accommodate and provide safe walking routes and conditions for school children walking to and from school.

- The site is located within the Richland School District. The District owns property immediately southeast of the site that it intends for development as a future school. The District was given the opportunity to comment on the preliminary plat proposal but did not provide any comments to the City.

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

The proposed project is consistent with the comprehensive plan and with the provisions of the LUDR.

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 adopted comprehensive plan and meets the requirements and intent of the Richland Municipal Code.

The proposal is consistent with the subarea plan and with the provisions of LUDR and the applicable 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 project falls under the Planned Action Ordinance (RMC 19.50.030) (Exhibit 10) adopted by the City in 2010 and which is based on the Supplemental Final Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan, resultant mitigation measures included here in on page 30 of Exhibit 9. The project is implementing all the applicable environmental mitigation measures as identified in the modified environmental checklist submitted for this project (Exhibit 4).

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

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

D. The development does not lower the level of service of transportation facilities below the level of service D, as identified in the comprehensive plan; provided, that if a development application is projected to decrease the level of service lower than level of service D, the development may still be approved if improvements or strategies to raise the level of service above the minimum level of service are made concurrent with development. For the purposes of

this section, “concurrent with development” means that required improvements or strategies are in place at the time of occupancy of the project, or a financial commitment is in place to complete the required improvements within six years of approval of the development.

The project will follow the environmental mitigation as specified in the City’s adopted planned action and would not result in any transportation facility falling below a level of service D. Further analysis into transportation impacts will be triggered upon construction of the 500th dwelling unit within the overall sub-area.

- 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 design standards and development standards as contained in the LUDR and in the environmental mitigation conditions identified in the modified environmental checklist and are directly related to the impacts of the proposed development.

FINDINGS AND CONCLUSIONS

Staff has completed its review the preliminary plat application and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report (Exhibit 12) based on the following findings:

Findings of Fact:

1. The Richland Comprehensive Plan for this area is the Badger Mountain South Subarea plan and the project site is located within the Badger Mountain South Master Planned Community. The property is subject to the provisions of the Land Use and Development Regulations (LUDR) adopted for this planned community, which designate the project site as part of the Neighborhood General and Neighborhood Collector land use designations.
2. The provisions of the LUDR establish target densities for each neighborhood within the Badger Mountain South planned community. All phases of the West Vineyard neighborhood allow for a minimum of 430 units and a maximum of 510 units.
3. The proposed preliminary plat consists of a 23.62 acre site into 46 single family residential lots; a 0.05 acre open space tract and a 0.58 acre green space tract.
4. The Master Agreement Consistency Recommendation anticipates 46 single-family dwellings within the West Vineyard 2 neighborhood, resulting in a total of 46 dwelling units.

Conclusion of Law:

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

Findings of Fact:

5. The site is subject to both the provisions of the Land Use and Development Regulations (LUDR) for the Badger Mountain South Master Planned Community and the Master Agreement between the City of Richland and Nor Am Investment, LLC.
6. All proposed developments subject to the Badger Mountain LUDR regulations are required to be reviewed by the Badger Mountain South Master Plan Administrator. The Administrator has issued a Master Agreement Consistency Recommendation (as provided for in Section 1.H of the LUDR) stating that the application meets the terms and obligations of the approved Master Agreement and the requirements of the LUDR.
7. City staff reviewed the application and the Master Agreement Consistency Recommendation and has issued a Master Agreement Consistency Determination as required by the LUDR.

Conclusion of Law:

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

Findings of Fact:

8. 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.
9. The proposed preliminary plat provides for the development of a street network that is consistent with the regulating street plan contained in the LUDR.
10. The proposed preliminary plat includes provisions for the extension of domestic and irrigation water lines, electrical power lines, and sewer lines to serve the project.
11. The proposed improvements to serve the preliminary plat are consistent with the standards and requirements contained in the LUDR and in the Master Agreement between the City and Nor Am Investment, LLC,

12. The preliminary plat includes provisions for the construction of an urban pedestrian trail system along the westerly boundary of the proposed project which is consistent with the trail layout plan set forth in the LUDR.
13. The project calls for the development of urban trails in a schedule that is consistent with the green infrastructure improvements called for in the Master Agreement between the City and Nor Am investment, LLC.
14. According to Municipal Code (Chapter 22.12), the project is subject to payment of park mitigation fees, which will be used to fund future park improvements within the Badger Mountain South Master Planned Community.
15. The Badger Mountain Subarea Plan identifies sites for future public schools. The Richland School District has purchased a site within the nearby plat of West Village and has plans to construct both an elementary school and a middle school on this site.
16. The proposed plat includes provisions for sidewalks and trails within the site and as conditioned, also provides for pedestrian walkways through the long blocks contained within the project to provide more direct paths of travel to pedestrians accessing both the future school and park sites.
17. No bus service is currently provided in the vicinity of the project site. The Benton Franklin Transit Authority was given an opportunity to comment on the project but did not provide any comments.
18. 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:

19. The City has adopted a Planned Action Ordinance for the Badger Mountain South Master Planned Community.
20. Under the provisions of the Planned Action Ordinance, projects are not reviewed through standard State Environmental Policy Act provisions. Rather, review is conducted to determine if the proposed project is consistent with the mitigation measures enumerated in the master agreement.
21. The applicants submitted a modified environmental checklist for the project, which enumerated the specific mitigation measures that would be applied to the project.

22. On December 20, 2017, the City issued a letter of consistency, finding that the proposal is consistent with the mitigation measures included in the master agreement.

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.

Findings of Fact:

23. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
24. The provisions of the planned action ordinance call for the applicants to conduct traffic studies at the time that Badger Mountain South project generates 500 peak hour trips at the intersection of Dallas Road and the Trowbridge Blvd. The ordinance further calls for the applicants to construct improvements as identified in the future traffic studies.
25. Including the proposed 46-lot plat, there will be a total of 202 lots to which Trowbridge Boulevard will serve as the primary access road.

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 West Vineyard Phase 2 is warranted because the project conforms to the City's adopted comprehensive plan, the applicable Land Use and Development Regulations and Master Agreement provisions, is consistent with the requirements of the City's subdivision regulations and is consistent with the City's Planned Action Ordinance.

EXHIBIT LIST

1. Application
2. Preliminary Plat Map, Street Sections, Horizontal Control Plan, Conceptual Grading & Drainage Plan and Conceptual Water & Sewer Plan
3. Public Notice & Affidavits
4. Master Agreement Consistency Recommendation (MACR)
5. Planned Action Consistency Determination (PACD)
6. Master Agreement Consistency Determination (MACD)
7. LUDR Land Use Map

8. Badger Mountain South Sub-Area Plan Map
9. Master Agreement including referenced Exhibit D
10. Planned Action Ordinance
11. Public Comment(s)
12. Technical Advisory Committee (TAC) Report
13. Site Photos
14. AHBL Request Letter



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

S2017-105

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor <u>NlorAm Investments, LLC</u>			
Address <u>P.O. Box 1307</u>		City <u>Gig Harbor</u>	State <u>WA</u> Zip <u>98335</u>
Phone Number <u>1-253-677-3402</u>	Fax Number <u>1-253-265-3163</u>	Other <u>n/a</u>	
Proposed Subdivision Name <u>WEST VINEYARD PHASE 2</u>		Legal Description <u>SEE ATTACHED</u>	
Average Size Lots <u>14,099 SF</u>		Proposed Number of Tracts <u>2</u>	
Average Lot Size (Residential Lots) <u>14,099 SF</u>		Area in Acres <u>23.62</u>	
Proposed Number of Lots <u>46</u>		Proposed Number of Blocks	
Name of Surveyor Platting Subdivision <u>JOHN BECKER, PLS AHBL, INC.</u>			
Address <u>5804 RD 90 SUITE H</u>		City <u>PASCO</u>	State <u>WA</u> Zip <u>99301</u>
Phone Number <u>509-380-5883</u>	Fax Number	Other	

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

[Signature]
Applicant's Signature

11-22-17
Date

OFFICE USE ONLY

Filed on 12.1.2017

[Signature]
Signature

Case File No. S2017-105

Date of HEARING EXAMINER Planning Commission Hearing 1.25.2018

Action by Planning Commission Minutes NA

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.

BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT
LOCATED IN SECTION 32 & 33, T 9 N, R 28 E, W.M.
BENTON COUNTY, WASHINGTON

OWNER/APPLICANT:
NOR AM INVESTMENT, LLC
12513 SW DUBOIS AVE
LAKE WOSCO, WA 99045-6242

CIVIL ENGINEER:
AHLB INC.
5804 ROAD 90, SUITE H
LAKE WOSCO, WA 99045-6242
PHONE: 509-380-5883

SURVEYOR:
AHLB INC.
5804 ROAD 90, SUITE H
LAKE WOSCO, WA 99045-6242
CONTACT: JOHN BECKER, PLS
PHONE: 509-380-5883

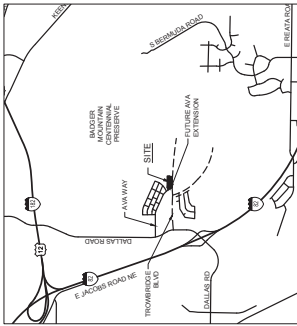
BASIS OF BEARING:
DATUM: NAD 83
AZIMUTH: 100.000°
BETWEEN THE FOLLOWING TWO POINTS:
WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION
AZIMUTH: 100.000°
AZIMUTH: 100.000°
STAMPED HERE- SET AT GROUND LEVEL, AT OP FIRST
STATION, BENTON COUNTY, WASHINGTON
BAGGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF
THE GRAVEL ACCESS ROAD.
E = 1940161.471

VERTICAL DATUM:
NAVD 83
BENCHMARK 1: ELEVATION = 801.897 PER CITY OF RICHLAND
BENCHMARK 2: ELEVATION = 801.897 PER CITY OF RICHLAND
MERIDIAN: BRASS DISK WITH "X" IN CASE, CENTERLINE OF
INTERSTATE 5 & EXIT 104.
BENCHMARK 2: ELEVATION = 1460.377 PER WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION
DESIGNATED AS "B" AZIMUTH POINT IDENTIFICATION NUMBER
2665 BRASS DISK STAMPED HERE- SET AT GROUND LEVEL
NORTH OF BAGGER MOUNTAIN, APPROXIMATELY 10 FEET
NORTH OF THE GRAVEL ACCESS ROAD.

UTILITIES / SERVICES:
WATER: RICHLAND SOLID
WASTE DEPT.
3102 TWIN BRIDGES RD
RICHLAND, WA 99045-6242
PH: 509-942-7700
NATURAL GAS:
813 W. GRANDROSE BLVD
RICHLAND, WA 99045-6242
PH: 509-942-3900
POWER: RICHLAND
COMMUNICATIONS
609 N. KELLOGG ST
RICHLAND, WA 99045-6242
PH: 509-942-7400
IRIGATION: RICHLAND
IRIGATION DISTRICT
8029 E. REATA RD
RICHLAND, WA 99045-6242
PH: 509-942-0777

NOTES:
1. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN
STANDARDS CONTAINED IN SECTIONS 2 AND 3 OF
THE LAND USED AND DEVELOPMENT REGULATIONS
(LUDR) - BENTON COUNTY SOUTH COMMUNITY
(LUDR).
2. THIS PLAT SHALL CONFORM TO THE SUSTAINABILITY
STANDARDS CONTAINED IN SECTION 12 OF THE
LUDR.

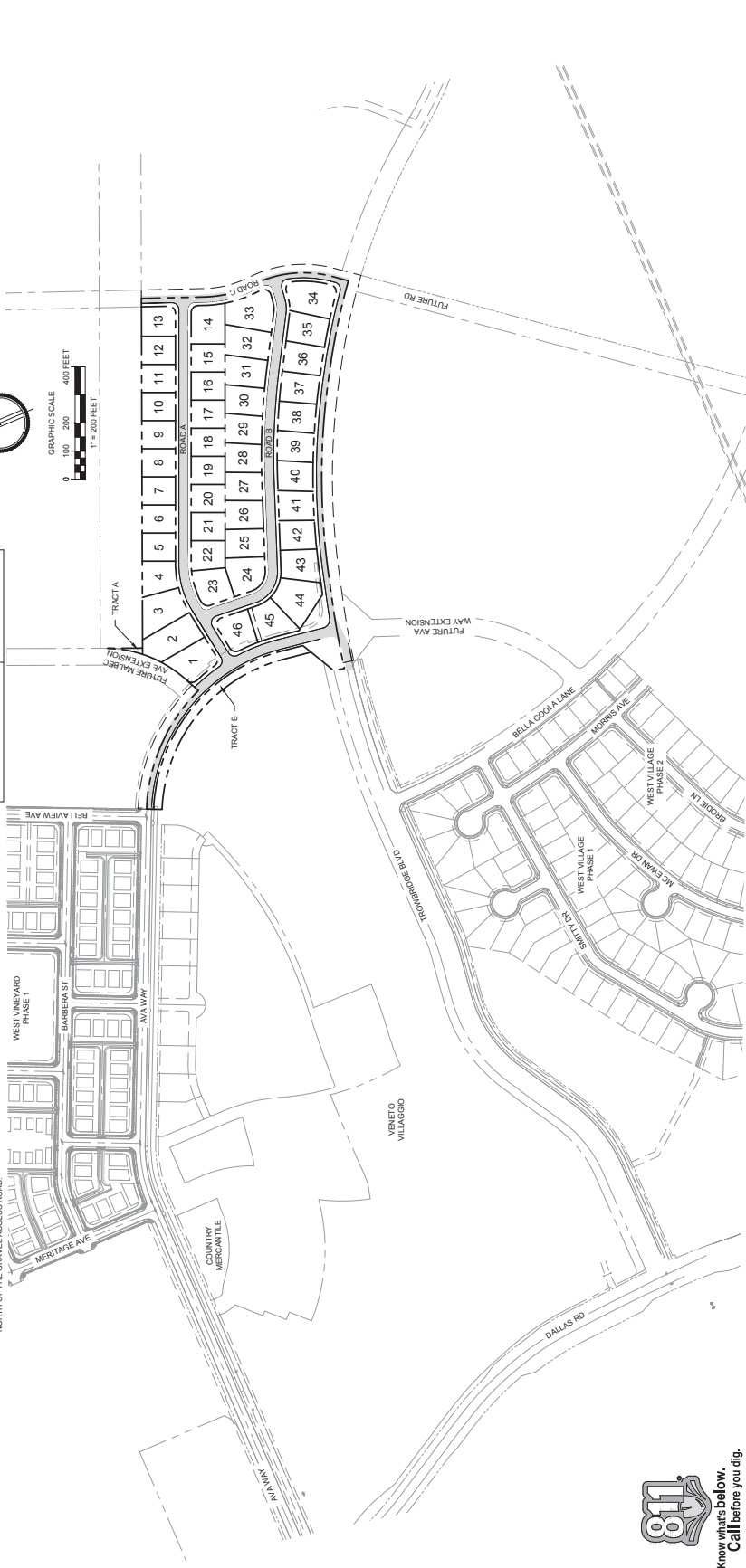
TOPOGRAPHIC NOTE:
THE EXISTING CULTURAL AND TOPOGRAPHIC DATA
IN PART, BASED UPON INFORMATION FURNISHED BY
OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE
TRUE, THIS INFORMATION IS NOT GUARANTEED.
THIS IS NOT RESPONSIBLE FOR THE ACCURACY OF
THAT INFORMATION OR FOR ANY ERRORS OR
OMISSIONS THAT MAY BE CONTAINED THEREIN
INTO THESE DRAWINGS AS A RESULT.



VICINITY MAP
NOT TO SCALE

SHEET INDEX	
SHEET NO.	SHEET TITLE
C0.1	COVER
C0.2	STREET SECTIONS
C1.1	HORIZONTAL CONTROL PLAN
C2.1	CONCEPTUAL GROUNDING & DRAINAGE PLAN
C3.1	CONCEPTUAL WATER & SEWER PLAN

LAND USE TABLE	
TOTAL SITE AREA	22.62 ACRES
ROW DEDICATION	6.0 ACRES
TOTAL LOT AREA	14.90 ACRES
NUMBER OF SINGLE FAMILY LOTS	46
AVERAGE LOT SIZE	14,089 SF
MINIMUM LOT SIZE	11,618 SF (LOT 5)
MAXIMUM LOT SIZE	20,695 SF (LOT 2)
TRACT A OPEN SPACE	0.08 ACRES
TRACT B OPEN SPACE	0.08 ACRES
ACCESS & UTILITY EASEMENTS	2.0 ACRES



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SUBJECT TO
AGENCY
REVIEW

COVER

BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT



BMS - WEST VINEYARD PHASE 2 PRELIMINARY PLAT

NOR AM INVESTMENT, LLC

11/2/2017

PRELIMINARY PLAT

11/2/2017



SUBJECT TO AGENCY REVIEW

STREET SECTIONS

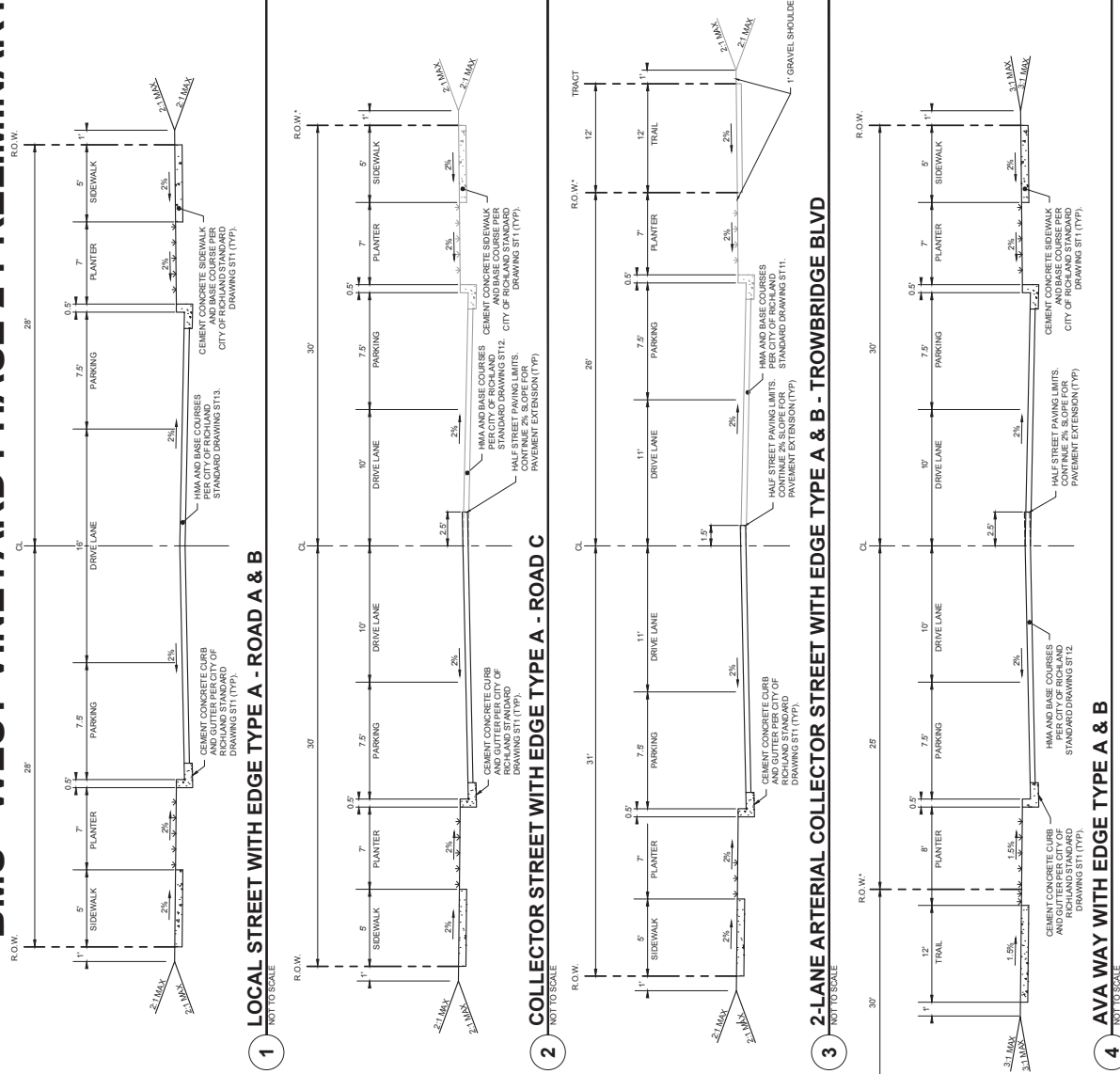
Designed by: **CT'S**
Checked by: **KOM**
TCS
Sheet No.

C0.2
2 of 5 Sheets

8011

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DATE: November 28, 2017 FILENAME: C:\2013\2017\10_C\VCAD\2013\2017\PRELIMINARY PLAT.dwg



* FUTURE HALF-STREET IMPROVEMENT SECTIONS SHALL BE DESIGNED TO ACCOMMODATE UTILITY AND ACCESS EASEMENTS AT THE TIME THE PLAT IS RECORDED.

Project Title:
**BMS - WEST
VINEYARD PHASE 2
PRELIMINARY PLAT**

Client: **NOR AM
INVESTMENT, LLC**
12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

Job No. 213022.10

Issue Set & Date:

PRELIMINARY PLAT

11/28/2017



NOTICE

ALLEGATION OF THIS DOCUMENT SHALL IMPLICATE THE PROFESSIONAL, SCAL, AND QUALIFYING PRACTITIONER OF THIS DOCUMENT DOES NOT ASSUME ANY RESPONSIBILITY FOR THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS FOR THE USE OF THE USER ONLY. THE USER SHALL BE RESPONSIBLE FOR THE INFORMATION AND IS NOT TO BE USED FOR RESEARCH, REPORTING, OR ANY OTHER PURPOSE. THE USER SHALL BE RESPONSIBLE FOR THE INFORMATION AND IS NOT TO BE USED FOR RESEARCH, REPORTING, OR ANY OTHER PURPOSE.

**SUBJECT TO
AGENCY
REVIEW**

Revisions:

Sheet Title:

**HORIZONTAL
CONTROL PLAN**

Designed by: CTS
Drawn by: KDM
Checked by: TCS

Sheet No. _____

C1.1

Know what's below.
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DATE: November 28, 2017 FILENAME: Q:\2013\2133022\10_CIVCAD\2133022.PRELIMINARY PLAT.dwg

AHLBUL
TACOMA • SEATTLE • SPOKANE • TRICITY
5904 Road 90, Suite H Pasco, WA 99303
509.330.5883 **TE.** 509.380.5885 **FAX** www.ahlbul.com

Client:	NOR AM INVESTMENT, LLC 12513 SW DUJOUR AVE LAKENWOOD, WA 98408-5242	Job No.	21330022-10	Issue Set & Date:
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A
 A
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 Revisions:
 Sheet Title:

Designed by:	CTS	Drawn by:	KDM	Checked by:	TCS
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Sheet No. **C2.1** 4 of 5 Sheets



GRADING NOTES:



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Project Title:
BMS - WEST
VINEYARD PHASE 2
PRELIMINARY PLAT

Client: NOR AM INVESTMENT, LLC
12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

<u>Job No.</u>	2133022.10
<u>Issue Set & Date:</u>	

PRELIMINARY PLAT

11/28/2017



NOTICE

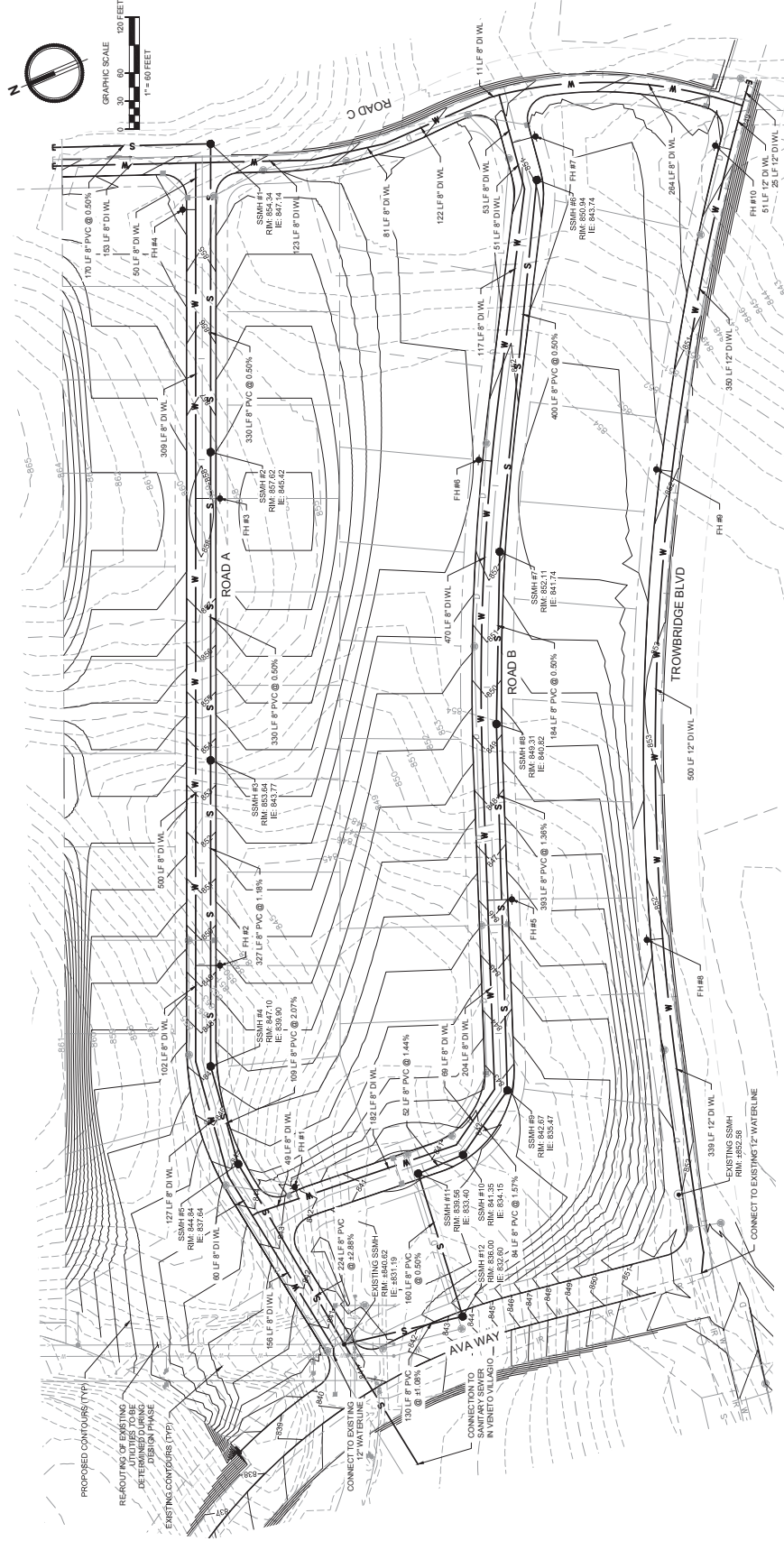
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SUBJECT TO
AGENCY
REVIEW

CONCEPTUAL WATER & SEWER PLAN

<u>Designed by:</u>	<u>Drawn by:</u>	<u>Checked by:</u>
CTS	KDM	TCS

Sheet No. **C3.1** 5 of 5 Sheets



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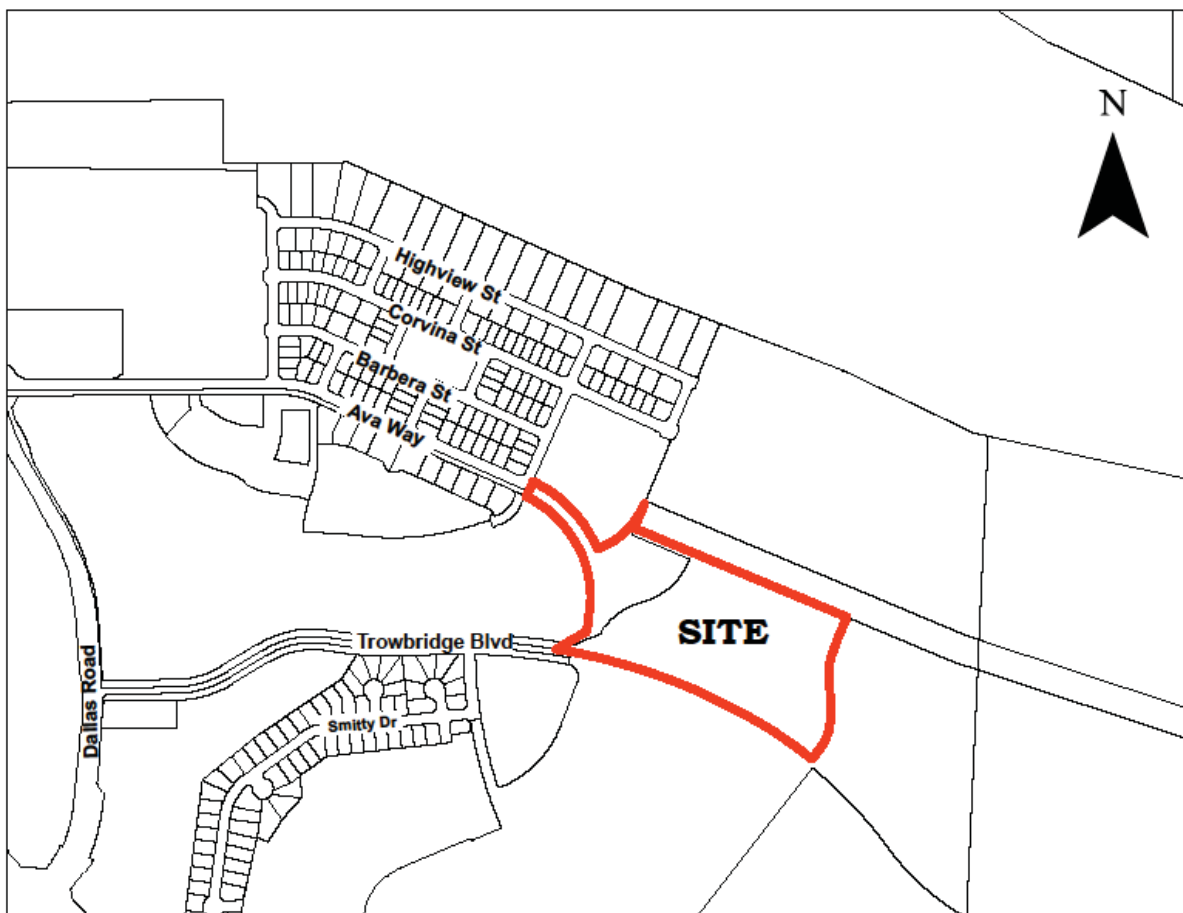
CITY OF RICHLAND NOTICE OF APPLICATION AND PUBLIC HEARING (S2017-105)

Notice is hereby given that Nor Am Investments LLC on December 1, 2017, filed an application for preliminary plat approval to subdivide an approximately 23.62 acre site into 46 single family residential lots (Preliminary Plat of West Vineyard Phase 2). The proposed plat site is located east of the intersection of Ava Way and Bellaview Avenue. The proposed plat would have an average lot size of 14,099 square feet.

The Richland Hearings Examiner, on **Thursday, January 25**, 2018, 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 Friday, January 19, 2018 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

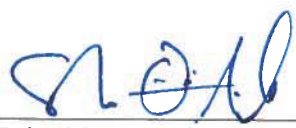
STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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 20th day of December, 2017, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2017-105 at the following location:

The east terminus of Trowbridge Blvd., within the West Vineyard subdivision of Badger Mountain South subarea


Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 21st day of December, 2017 by SHANE O'NEILL.

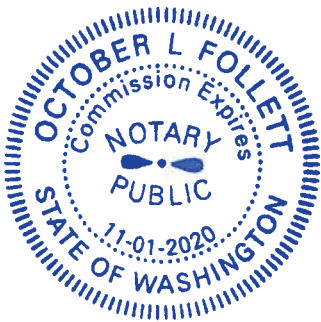

Signature of Notary

October L. Follett
Printed Name

Notary Public in and for the State of Washington,

Residing in Benton County

My appointment expires: 11-1-2020



AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

1. I am an employee in the Planning & Development Department for the City of Richland.
2. On the 29th day of December, 2017, I mailed a copy of the attached NOTICE APPLICATION AND PUBLIC HEARING to the attached list of individuals via regular USPS on the date indicated above. The Notice is regarding an application for preliminary plat approval to subdivide an approximately 23.62 acre site into 46 single family residential lots (Preliminary Plat of West Vineyard Phase 2).

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 2nd day of January, 20 18 by Kathy Anderson.



Cynthia Lynn Somers
Notary Public in and for the State of Washington,
Residing at Kennelworth WA
My appointment expires: July 10, 2020
Cynthia Lynn Somers
Printed Name

Badger Mountain South

**Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Vineyard Phase 2**

Executive Summary

The successful development of the Badger Mountain South Master Plan Community requires close attention to the detailed planning and standards created in the adopted Master Agreement, specifically to the Land Use and Development Regulations as found in Exhibit C of the Master Agreement, commonly identified as the LUDR (Land Use and Development Regulations). The LUDR standards are designed to go beyond the more typical City requirements or standards because they are seen by the Master Developer as building blocks to create a walkable and sustainable community.

The LUDR establishes a process for the review of development applications that is intended to integrate into the existing City application processes, and yet provide the close attention to LUDR standards without adding significant review time by City staff. This is accomplished by requiring each development application to meet all City code submittal requirements and, at the same time, undergo a review for consistency with the standards of the LUDR. This latter review is completed by the Badger Mountain South Master Plan Administrator who makes a written recommendation of consistency to the City's Development Services Manager. A final "Master Agreement Consistency Determination" is issued by the City after the Manager's review.

The document that follows is the Master Plan Administrator's recommendation for a determination of consistency for this application. It includes a review of all relevant standards found in the LUDR related to a preliminary plat application. The standards are cited, the specific responses are provided for this application, and the Reviewer Comment section adds other pertinent information. The document concludes with references to other relevant Master Agreement provisions that are met with this application.

The application plat name, "West Vineyard Phase 2," is derived from one of the five neighborhoods to be developed in Badger Mountain South. In the LUDR, density targets and housing mix for each of the five neighborhoods is discussed. Since this is an early Badger Mountain South development application and the site is constrained by property boundary and roadways this area will have lower densities than the targets outlined in the LUDR. It is only as the development continues to be built out that the ability to meet these targets will become clear and may require subsequent plat design adjustments. However, since these numbers are referred to as "targets," they should be considered as another means to meet the project goals for housing variety and choice, rather than referring to an absolute number of units and unit types for any particular sector.

The applicant has stated that this plat will be finalized in one phase. The conditions of the approved Preliminary Plat, the Master Agreement and, specifically, the LUDR must be met before it will be finalized.

Badger Mountain South
Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
West Village

Date: January 16, 2017

The purpose of completing the MACR is to ensure that the applicant has met the special requirements for Badger Mountain South, as found in the Land Use and Development Regulations (LUDR). It also allows City staff to be assured that the Master Developer is meeting the terms and obligations of the approved Master Agreement, as it applies to each development activity in Badger Mountain South.

The MACR will be completed by the applicant, as indicated, and submitted with other Preliminary Plat materials, as required in Richland Municipal Code (RMC) Chapter 24.12. It is recommended that the applicant has met with the Master Developer prior to completion of this Supplement.

1. Applicant name, address and contact information:

Nor Am Investment, LLC
12513 Avenue Dubois SW
Lakewood, WA 98498-5242
Contact: Lawrence J White
253-582-9526
ljwhitemd@aol.com

2. Project name:

West Vineyard Phase 2

3. Project description including site size in acres:

A subdivision of 22.14 acres total area; 46 single-family lots created all in the area of Badger Mountain South that lies adjacent to and east of Dallas Road SR82.

4. Is phasing proposed? Please explain:

Project will be platted in phases. Phase boundary lines to be determined.

5. Regulating Plan District(s) (see LUDR p. 2-2):

Neighborhood Collector District (BMS-NC); Neighborhood General District (BMS-NG)

6. What is the name of the neighborhood? (See LUDR pp. 7-1 through 7-3).

Neighborhood: *West Vineyard (LUDR 7-3)*

7. What is proposed use? See Allowable Use Table (see LUDR p. 2-3).

Single-Family residential uses.

8. What building types are likely to be developed here? (See LUDR p. 2-4):

Single-family Street Access

9. LUDR Preliminary Plat Checklist:

Referenced LUDR Section, Criteria, and Applicant's Response <i>This column to be completed by Applicant.</i>	Reviewer Comments <i>This column to be completed by Master Plan Administrator.</i>
9.1. Block Size LUDR 7.B.2 Block Size and Configuration should meet the following Block Dimension Standards: Block length= 1000', except in VMU District= 400' maximum Identify the following for the smallest and largest blocks: Block length: <i>Smallest: 220 ft.; largest: 1,102 and 1,072 ft.</i> The plat's east and west boundaries are defined by planned future roads. The layout proposed does not lend itself to reducing the block lengths any further without significant realignment of planned roads.	<i>The block length for this plat has been set due to existing site constraints including the location of AVA Way and the desire to have a road bisect the school and park properties. As allowed in LUDR Section 7.B.3, portions of the site include non-orthogonal street networks in response to topographical and site constraints.</i>
9.2. Front Facing Block LUDR 7.B.4 Does the proposal include only blocks to be constructed with alleys? Yes ☐ No ☒ If yes, skip to No. 9.3; otherwise please select response: Do those blocks with direct street access lots (i.e., without alleys) meet the following criteria: (1) Non-alley load lots do not front onto a Collector Street, except in single-loaded, perimeter location; or, are located in the NE District; or, where located in an area where two districts abut (NG to NE District). Yes ☒ No ☐ (2) Non-alley load lots are not across from a Civic District space. Yes ☒ No ☐ Per the LUDR 3.E.1, in the NE District houses are typically accessed by streets. Per LUDR 7.B.4.d(1), direct street access lots are permitted onto a Collector Street when they are (i) located in the BMS-NG District; (ii) when they are in the BMS-NG District and are located along the perimeter of the BMS project boundary; or (iii) when they are located in the BMS-NG District where that district abuts the BMS-NE District. Does this preliminary plat include any areas where the NE and NG districts abut? Yes ☐ No ☒	<i>The plat is zoned NC and no alley loaded product is proposed.</i>

9.3. Other Block Requirements LUDR 7.B.5.a In the Village Mixed Use (VMU), Neighborhood Collector (NC), and Neighborhood General (NG) Districts, two (2) building types required on each block; see Section 2.D. for Building Type Table. Identify Building Types proposed if known or enter N/A: N/A	<i>The plat contains lots with a variety of sizes. Thus, a number of different building types may be accommodated. This variety is intended to encourage a mix of housing price points.</i>
9.4. Street Standards LUDR 6.B - 6.H Sites being designed into additional blocks must meet Street Standards. Is a public street to be constructed? Yes ☒ No ☐ Provide separate sheet with street type and edge type(s) indicated. See sheet C0.2 in the proposed preliminary plat.	<i>Proposed streets are in compliance with LUDR Sections 6.B – 6H. See page C1.13 for street sections proposed for the plat.</i>

9.5. Alleys LUDR 6.G (alley design standards) and 7.B.4 If alleys are not proposed, skip to No. 9.6 below, otherwise complete as indicated. Does this plat include alleys that meet width requirements and other design features as found in 6.G? Yes ☐ No ☒ Provide alley width dimensions here: <i>Total width is 20 ft.; 12 ft. drive lane and two 4 ft.-wide gravel shoulders.</i> LUDR 7.B.4 Dead-end alleys greater than 150' ft. are not permitted; are dead end alleys greater than 150' proposed? Yes ☐ No ☐	<i>No alley's proposed.</i>
9.6. Lot Size by District and Proposed Building Type LUDR 8.B - 8.P In No. 9.3 (above), proposed Building Types were identified for this project. Do the proposed lot size(s) meet the proposed Building Types lot standards? Yes ☒ No ☐ Please describe: <i>Lot dimensions vary but all can meet one or more Building Type requirements and related standards.</i>	<i>Except where located on curves, lot widths are typically 60 ft., and perimeter lots are typically 70 ft. These dimensions can accommodate multiple Building Types as listed on the Building Types Summary.</i>
9.7 Exceptions Are there any LUDR conditions that cannot be met by this preliminary plat? If so please describe:	<i>See block length exception above. No other exceptions are proposed.</i>

Additional Reviewer Notes:

Badger Mountain South - MA Section 25.3

"As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development's share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South."

Does the number of residential lots trigger additional MA Exhibit D, Green Infrastructure Improvements?

Yes ☐ No ☒

Please explain:

Green Infrastructure Improvements are required and as found in the Master Agreement Exhibit D, are linked to the numbers of residential units (RU) developed.

In the case of West Vineyard Preliminary Plat, 46 single-family units are anticipated for a total of 46 RU. With the improvements identified below, this Preliminary Plat meets the requirements of the Master Agreement, Exhibit D.

For planning purposes, it is assumed that the Green Infrastructure requirements of 46 RU will be provided in the following manner:

Requirement	Improvement Provided	Residential Units (RU)
Primary and Secondary Trails 400 LF of equivalent trail to be created per 25 RU, which equals 16 LF per RU. Equivalent trail lengths shall be applied be the length of trail constructed multiplied by the appropriate trail factor below: City Primary Trail = 1 Primary Trail = 1 Secondary Trail = .6 Equestrian Trail = .8 (where shown on trail plan) Urban Trail = 1	<u>Primary Trail</u> 0 LF <u>Urban Trail</u> Ava Way: 950LF <u>Secondary Trail</u> 0 LF	$950 \times 1 = 950$ Equivalent LF $(950 \text{ LF}) / (16 \text{ LF/RU}) = 59.4 \text{ RU}$
Parks 0.375 AC of park area to be created per 25 RU, which equals 0.015 AC, or 650 SF, per RU.	City Community Park: 30.92 AC (As provided by the West Village Plat requirements.)	$(30.92 \text{ AC}) / (0.015 \text{ AC/RU}) = 2,061.3 \text{ RU}$
Total Residential Units allowed with the Green Infrastructure improvements per the Preliminary Plat design:		59.4 RU

Does the number of residential lots proposed trigger MA Exhibit B, Environmental Mitigation Conditions?
Yes ☒ No ☐

Please explain:

The Master Agreement Exhibit B mitigation measures are required. These measures are outlined in the separate environmental document, Badger Mountain South Planned Action Consistency Determination for the West Village Preliminary Plat, attached.

Other Comments:

1. The applicant has also provided additional Open Space as noted below that is not included in the Green Infrastructure Calculations:

MISCELLANEOUS OPEN SPACE

AVA Way Greenbelt: 0.65 AC (Tract with trail along AVA Way)

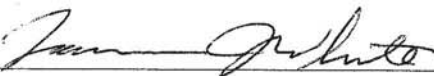
2. Density targets are also set by neighborhood. See LUDR 7.C.

WEST VINEYARD PHASE 2 DENSITY TARGETS: Min. 44 UNITS, Max. 46 UNITS.

Residential Units Provided: 46 single-family units

Recommendation of Consistency:

It is my opinion as the Master Plan Administrator that the application as submitted is consistent with the intent and the purpose of the Master Agreement relative to this plat dated _____ and the amended LUDR approved _____.

Signature: 

Date: 1-18-18

**Badger Mountain South Planned Action Consistency Determination
Modified Environmental Checklist for West Vineyard Phase 2 Preliminary Plat**

A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080, a Mitigated Determination of Non-Significance ("MDNS") was issued by the City for the Master Agreement between the City of Richland and NorAm Investment LLC (Master Agreement) on September 23, 2010. The mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. The mitigation conditions set forth in the MDNS are captured in Exhibit B of the Master Agreement. Any development occurring within Badger Mountain South must be consistent with those conditions. Once it is determined that all relevant mitigation measures are met, a Planned Action Consistency Determination is issued by the City's responsible official for environmental review.

The West Vineyard Phase 2 Preliminary Plat application is within the scope of the environmental review conducted in the FSEIS and is found to be consistent with the relevant Exhibit B mitigation conditions. These conditions are included as conditions for the preliminary plat approval:

Mitigation Conditions and Findings:

Mitigation Condition 1, Erosion and Soil Stability:

Erosion and soil stability impacts are mitigated. The following measures are required:

- Implement erosion control measures per City of Richland requirements.
- Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
- Water exposed areas during construction in accordance with local air-quality agency requirements.
- Compact soils at densities appropriate for planned land uses.

Mitigation Condition 2, Air Quality:

Air quality impacts are mitigated. Prior to construction, a dust control plan will be developed to comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.

Mitigation Condition 3, Surface Water:

Surface water impacts are mitigated. The appropriate Washington State Department of Ecology *Stormwater Management Manual for Eastern Washington* will be used for stormwater design. The project will construct flow and quality control facilities to meet surface water impacts.

Mitigation Condition 4, Noise:

Noise impacts are mitigated. Existing City regulations will be followed to mitigate impacts from construction.

Mitigation Condition 5, Transportation:

Transportation impacts are mitigated for development of West Vineyard Phase 2. Per the Exhibit B conditions, transportation mitigation measures are applied as "further analysis" indicates that certain peak-hour trip levels are generated by the Badger Mountain South development. The timing to construct West Vineyard Phase 2 and further phases of West Village may overlap. Since these two developments will occur in phases of uncertain time and size, traffic generation analyses will be performed in conjunction with each phase to ensure that the identified mitigation measures are implemented and that the City of Richland's adopted LOS standards are met.

Mitigation Condition 6, Potable Water:

Potable water impacts are adequately mitigated for development of West Vineyard Phase 2. Prior phases of development have constructed water infrastructure that is adequate to serve this plat.

Additional potable water distribution systems will be designed and constructed as necessary in accordance with City of Richland standards as part of the West Vineyard Phase 2 final development.

Mitigation Condition 7, Sanitary Sewer:

Sanitary sewer impacts are mitigated. Sanitary sewer for the West Vineyard Phase 2 plat area will be provided as envisioned in the Badger Mountain Subarea Plan. The western portion of the site will be served by the existing sewer pump station located immediately west of the development on Dallas Road.

Mitigation Condition 8, Life Safety Services:

Life safety services impacts are mitigated. All single-family residential structures are to be constructed with a sprinkler system that meets the National Fire Protection Association (NFPA) Standard 13-D. All other conditions of the Department of Fire and Emergency Services will also be met.

Mitigation Condition 9, Electrical Services:

Electrical services impacts are mitigated. A two-acre site has been identified for a future new substation facility. Other energy conservation measures identified in the Master Agreement apply at building construction.

Mitigation Condition 10, Carbon Footprint:

Carbon footprint impacts are mitigated. There are six specific mitigation measures identified in the Master Agreement. Two of the measures, 10.1 and 10.6, are met with this preliminary plat application because it is part of the overall Badger Mountain South project: it will include a mix of densities, is designed to be walkable and sustainable, and will include trails that can support walking and bicycle use. The remaining mitigation measures apply at building design.

Mitigation Condition 11, School Impacts:

School impacts are mitigated. Badger Mountain South has identified locations of potential sites for three elementary and one middle school.



www.ci.richland.wa.us

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

January 2, 2018

Development Permitting Division

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

PLANNED ACTION CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Vineyard 2, a Badger Mountain South Development (S2017-105)

Applicant: Nor Am Investment, LLC

Project Description: A subdivision of 23.62 acres into 46 single family residential lots, an open space tract and a green space tract as depicted on the preliminary plat submittal dated December 1, 2017.

Master Agreement Consistency Determination: Issued December 21, 2017.

After completing the review of the preliminary plat application of West Vineyard 2 and evaluating it in light of the mitigating conditions established in the Final Supplemental Environmental Impact Statement prepared for the Badger Mountain South Subarea Plan and as delineated as Exhibit B in the Master Agreement between the City of Richland and Nor Am Investments, LLC, the City finds the following:

1. The West Vineyard 2 preliminary plat meets the description for a planned action as defined in City code and that as conditioned, the project will implement any applicable conditions or mitigation measures identified in RMC 19.50 (Consistency with Development Regulations and SEPA);
2. The West Vineyard 2 preliminary plat is consistent with the City of Richland Comprehensive Plan and the Badger Mountain Subarea Plan;
3. The West Vineyard 2 preliminary plat is consistent with the Master Agreement between the City and Nor Am Development, LLC regarding development of Badger Mountain South, as evidenced by the Master Agreement Consistency Determination issued by the City on December 20, 2017;
4. The probable significant adverse environmental impacts of the proposed project have been adequately addressed in the Planned Action Ordinance

[RMC 19.50.030 (B)] and as described in the in the document titled, "Badger Mountain South Planned Action Consistency Determination Modified Environmental Checklist for West Vineyard 2 Preliminary Plat";

5. The West Vineyard 2 Preliminary Plat is not an essential public facility, as defined in RCW 36.70A.200.
6. Based on the foregoing, a SEPA threshold determination or EIS is not required.
7. The following environmental mitigation conditions shall apply to the West Vineyard 2 Preliminary Plat:
 - 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 applicants 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.



Shane O'Neill,
SEPA Responsible Official

January 2, 2018



505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
Telephone 509-942-7390, Fax 509-942-5666

www.ci.richland.wa.us

**Development Permitting
Division**

840 Northgate Drive
Richland, WA 99352
Telephone 509-942-7794
Fax 509-942-7764

December 20, 2017

MASTER AGREEMENT CONSISTENCY DETERMINATION

For: Preliminary Plat Application of West Vineyards 2, a Badger Mountain South Development (S2017-105)

Applicant: Nor Am Investments, LLC

Project Description: A subdivision of 23.62 acres into 46 single family residential lots, an open space tract and a green space tract as depicted on the preliminary plat submittal dated December 1, 2017.

Consistency Determination Type: Level 1

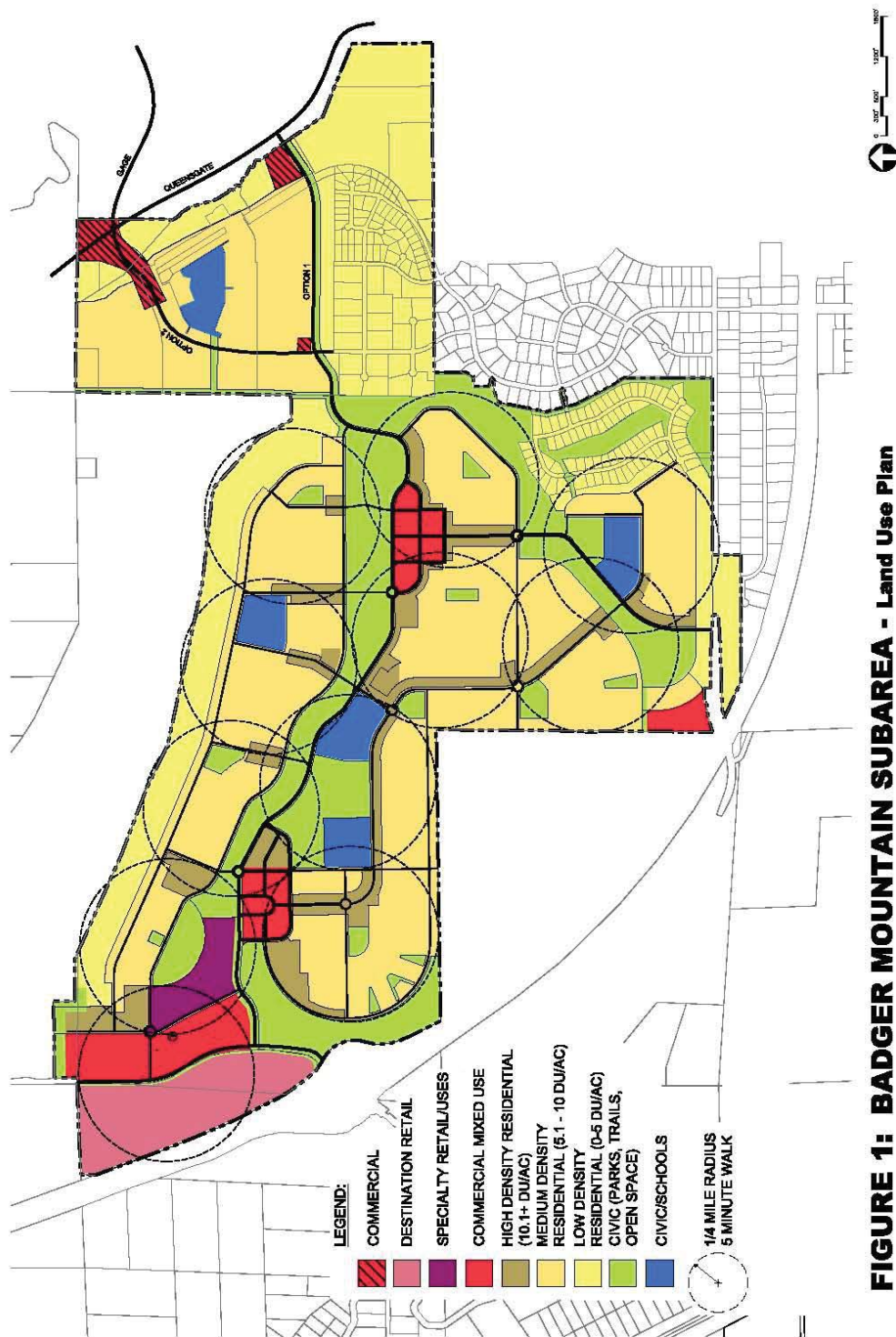
Master Agreement Consistency Recommendation: Received recommendation of consistency from Badger Mountain South Master Program Administrator on December 1, 2017.

After completing the review of the preliminary plat application of West Vineyard 2, evaluating it against the standards contained in the adopted Land Use and Development Regulations (LUDR) for the Badger Mountain South Community and the Master Agreement between the City of Richland and Nor Am Investments, LLC and after reviewing the recommendation of the Badger Mountain South Master Program Administrator, I find that the application is consistent with the Master Agreement and the LUDR and hereby issue this Master Agreement Consistency Determination.

Sincerely,

Shane O'Neill,
Senior Planner

Figure 1: Badger Mountain Subarea Land Use Plan



City of Richland

Badger Mountain Subarea Plan

April 2010

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Badger Mountain Subarea Plan



1 Introduction

The Badger Mountain Subarea Plan is an appendix to the City of Richland Comprehensive Plan and is designed to identify the City of Richland's future growth opportunities presented in the 1,998-acre area located south and east of the Badger Mountain Centennial Preserve and north of I-82. The plan sets out a vision for orderly and efficient development and includes direction for land use, transportation, utilities and public services, in accordance with the provisions of the City of Richland Comprehensive Plan, and other adopted plans and policies. It is intended to be practical in economic terms and visionary in terms of its ability to address emerging issues such as sustainability -- while being flexible to respond to future market conditions. It is intended to provide an overall understanding and rationale for the quality and character of the uses, the proposed level of service and infrastructure needed. It addresses land uses, traffic circulation, housing, parks and recreation and public facilities. Some facets of the plan are prescriptive while others provide guidance to encourage creative responses to emerging issues.

A subarea plan is one way the city can implement its goals and policies for a specific geographic area. It functions as a supplement to the city's Comprehensive Land Use Plan and it is intended to provide guidance for growth and development in this area of the city over the next 20 years. In this case, the Badger Mountain Subarea is unique in that the majority of the undeveloped portions of the site are largely in single ownership, with much of the other undeveloped portions of the site controlled by a second major landholder. The Subarea Plan contains both a detailed master plan for the western 1,480

acres, which is referred to in this plan as Badger Mountain South, and a land use plan the remaining 518 acres of the Subarea.

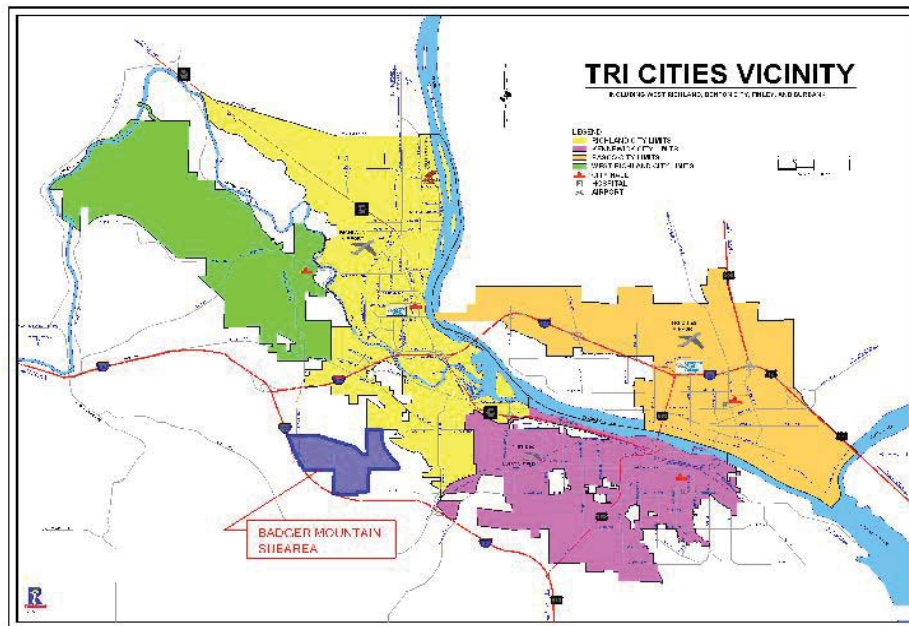
The Badger Mountain Subarea was identified by Benton County, in conjunction with the City of Richland, as part of the city's Urban Growth Area (UGA) in 2006. This means that urban expansion will occur here, in conjunction with the construction of the necessary and appropriately sized urban infrastructure.

While the Badger Mountain Subarea has capacity to absorb growth and development for the city, timing for the creation of new neighborhoods and the type and amount of areas built for commercial activity will be influenced by the state, regional and local economy, by the level of accessibility, by the extension of public services and by other external factors. The Subarea Plan is intended to forecast and plan for the growth of the city while being responsive to these decision factors and to the fluctuations in demand of the land market over time.

2 Location and Setting

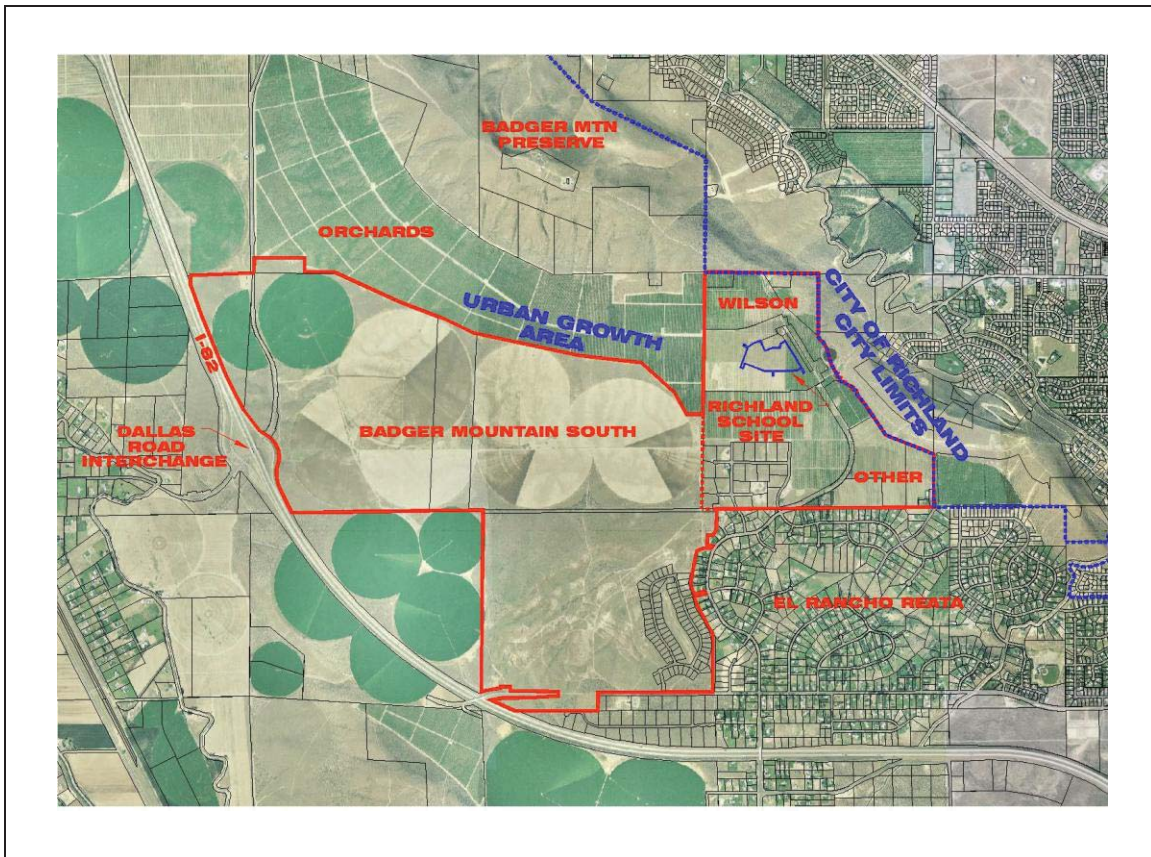
The Badger Mountain Subarea is located south and east of Badger Mountain lying east of I-82, and north of Reata Road. It lies about eight miles southwest from downtown Richland. The Dallas Road I-82 interchange intersects the site north to south in the western part of the Subarea. The Tri-Cities Regional Airport in Pasco is about 16 miles from the Subarea, a distance easily traveled by freeways and local roads, and provides excellent access and connection for future residents and businesses.

Map 1: Badger Mountain Subarea in Relationship to the Tri-Cities



The proximity of the Badger Mountain Subarea to existing transportation facilities, community services, and regional commercial and cultural facilities makes it a prime location for urban development.

Map 2: Badger Mountain Subarea Plan Boundaries – Local Setting



2.1 Surrounding Land Uses:

Properties surrounding the area of the Subarea Plan are shown above in **Map 2: Badger Mountain Subarea Plan Boundaries – Local Setting**, and are generally described as follows:

- North: The Subarea Plan properties are bordered to the north with orchards that are outside of the Urban Growth Area, the Badger Mountain Centennial Preserve, and then moving northeast, to the City of Richland’s existing city limits.
- South: Properties to the south lie outside of the Urban Growth Area. Areas south of Reata Road are developing as large lot subdivisions in the County.
- East: Properties to the northeast lie within the City of Richland and are undeveloped while those in the southeast are in the County in the developed El Rancho Reata subdivision.
- West: The Subarea Plan properties are bordered by Interstate 82 and by the pie-shaped section in the southwest which lies outside of the Urban Growth Area.

As can be seen in **Map 2**, the property that is the pie-shaped parcel in the southwest lies north and adjacent to the I-82 freeway; it contains about 254 acres that are now in agricultural uses. It is not included within the city's Urban Growth Area and therefore lies outside of the planning area of the Badger Mountain Subarea Plan, remaining within Benton County jurisdiction. Previous County approvals for related residential development south of I-82 included requirements that this pie-shaped area would remain in agricultural uses until the County adopts revised or new density regulations. If in the future Benton County authorizes the further expansion of Richland's Urban Growth Area, this property could be annexed by the city, and then would be subject to city requirements and controls.

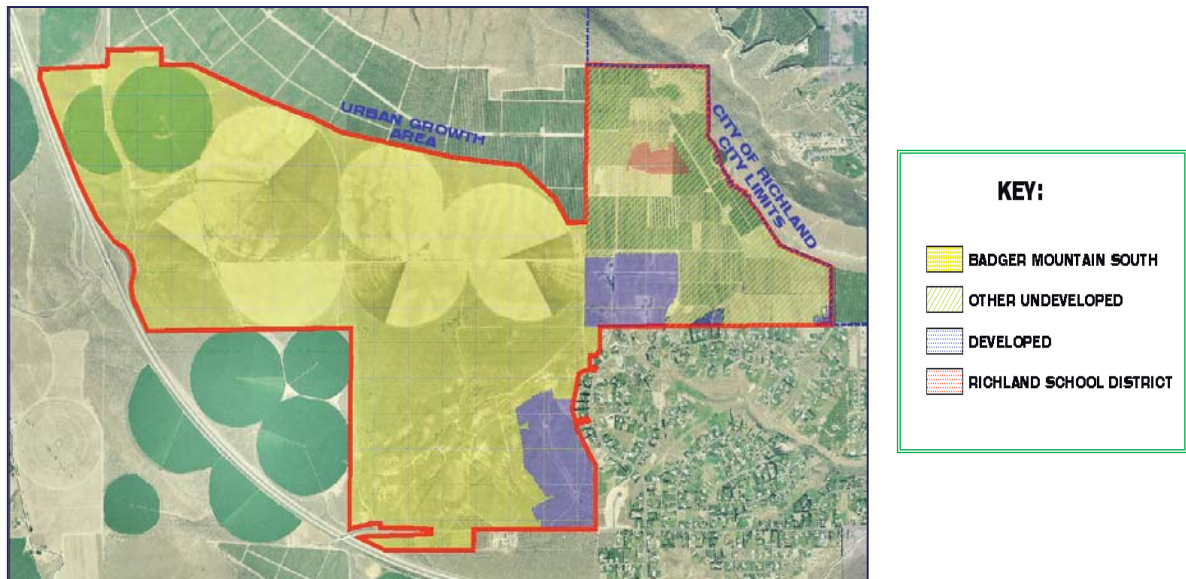
2.3 Badger Mountain Subarea Properties General Description

The properties within the Subarea are primarily undeveloped with a moderately rolling topography and a gradual northern slope to the Badger Mountain saddle where they meet the City of Richland's current corporate boundary. Elevations generally range from 700' in the westerly, southwest corner of the site near Dallas Road, to 850' on the south side along east Reata Road, then to 1050' in the northeast corner of the UGA.

Much of the Subarea is visible from vehicles travelling along I-82. Panoramic views are generally available in the higher elevations of the Subarea along the south facing hillside towards the high ridges in the distance. The soils in the Badger Mountain Subarea are primarily silt loam of variable thickness and present no barriers to development. Some existing natural drainage channels are evident in the topography generally running to the southeast and southwest, although they are typically dry due to low precipitation conditions. Except for water service, the majority of the undeveloped portions of the site are generally unserved by utilities and other urban infrastructure.

While much of the vacant land is either planted with agricultural crops or covered in grassy vegetation, a large portion of the site, known in this plan as Badger Mountain South, previously had received Benton County's approval for a large, low-density residential and golf course development, with associated commercial uses. Phase 1-A of the previously approved development, located in the southeast portion of the site and called the Reata Ridge Subdivision, was developed with 78 residential lots that are now in the process of being marketed for sale. While no houses have yet been built within this subdivision, for planning purposes it is considered developed property. The Badger Mountain Subarea Plan proposes a different vision for the remainder of the Badger Mountain South area.

Map 3: Developed and Undeveloped Parcels



In addition to the newly developing Reata Ridge subdivision, the other developed portion of the Subarea is located north and east and contains moderate slopes to the north. This area, called the Badger Mountain Plateau Subdivision, contains single-family residences on two-acre lots. The developed areas of the planning area are served with private septic systems, roadways and utilities, and border existing development outside of the UGA to the south and east. No additional development is expected to occur within these developed portions of the Subarea.

Table 1: Acreages in the Badger Mountain Subarea

Undeveloped Area	Developed Area	Total
1,892 acres	121 acres	2,013 acres
94%	6%	100%

Undeveloped properties are those owned by large and small property owners and which are now planted in orchards or in other agricultural uses, or otherwise vacant. Also included within the Undeveloped Area category is a 15 acre parcel owned by the Richland School District which was previously acquired for future development as an elementary school.

Table 2: Undeveloped Acreages by Ownership³

Badger Mountain South	Wilson⁴	Other⁵	Richland School District	Total Undeveloped Area
1,480 acres	296 acres	101 acres	15 acres	1,892 acres
78%	16%	5%	1%	100%

³ Acreages are rounded up to the next whole number.

⁴ During the development of this Subarea Plan, Wilson filed a preliminary plat application with Benton County for the Hidden Hills Subdivision, containing approximately 41 acres and creating 58 residential lots within the area of the Subarea Plan. These lots are adjacent to and east of the developed Badger Mountain Plateau Subdivision.

⁵ This category includes 16 acres south of Reata Road and 85 acres of other undeveloped parcels.

3 Vision

The Badger Mountain Subarea neighborhoods are home to people in all stages of their lives, from children to the elderly. People here share and enjoy an exceptional quality of life due to the unique physical environment, which complements that found in other Richland neighborhoods. Residents find numerous opportunities to stay healthy by using the connected trails and parks that offer beautiful vistas to the nearby ridges. Just a walkable few blocks away from many homes is a park or a community gathering place where people come together to barbeque, play sports or have a quiet conversation. Most children can walk to their schools because they are only a short distance from their homes. Parents feel safe for their children because they know their neighbors and other parents along the school routes.

Residents also come together at the farmers' market, bookstore, shops or other gathering places. Young professionals are attracted here because the area offers a wide range of housing choices, many in neighborhoods that are built with the latest green technologies. They find a variety of stores, restaurants, and recreational opportunities that cater to people at all stages of their careers. They appreciate the quality of life as reflected in building and landscape design, and the human scale of the commercial structures. Older residents enjoy their homes without having to maintain large yards; they meet over the community gardens or at one of the community centers for an outdoor summer concert.

Residents can get anywhere within their community on local streets, the pedestrian trails, by bike or by accessing the fine transit service that runs within the neighborhoods. Some people who live in this area of the city will have opened their own business here, while others will work nearby at one of the office parks, businesses or other employment places. Tourists will find their way to the distinctive Badger Mountain South Wine Village and related shops where they can stay to explore the many tasting rooms and view demonstration vineyards that have many sustainable features, or take classes and explore the fine regional wineries located in nearby Red Mountain and throughout the area.

This Vision Statement is intended to guide future planning efforts as well to describe the quality of life being advanced through the Subarea Plan. The Badger Mountain Subarea is intended to be developed to protect existing residential land uses, conserve and protect natural systems, and provide quality and choice in housing, shopping, employment, education, transportation, and recreation. The Subarea Plan proposes a healthy balance of market-driven, private sector uses along with a range of public facilities, open space, parks and trail uses. It anticipates the future by identifying and promoting uses, activities and institutions that will accommodate and attract new jobs to the City of Richland. It identifies the community facilities and infrastructure necessary to support the planned uses including the local

transportation system, pedestrian trails and bikeways. The location and mix of uses within the area of the Subarea Plan are intended to minimize noise, traffic and other potential environmental impacts to create residential and business neighborhoods that are healthy to the people who live, work or visit there.

The Badger Mountain Subarea is sufficiently large and well-situated to accommodate new local and regional employment centers while providing opportunities for a full range of commercial activity from those supporting local convenience needs to areas for regional tourist activities. Additional jobs associated with these types of uses will range from entry level to professional and can help to diversify the local Richland economy. A more diversified economy will help to sustain the balance between jobs and housing that supports the high quality of life found in the City of Richland.

Residential neighborhoods are the foundation of the Richland community and the residents provide strong support for local business growth and expansion. The Subarea Plan establishes a range of housing densities in neighborhoods that can accommodate a variety of housing preferences. Many neighborhoods will be close by a walking or bike trail to facilitate a healthy lifestyle and to offer transportation options. Most streets will be planned with multiple connections and in some areas higher density will be encouraged along arterials to support the future expansion of transit.

Key to this development concept is that much of the current undeveloped portion of the planning area, that is, the large, vacant acreage now under single ownership and referenced in this plan as Badger Mountain South, will be developed according to sustainable development principles intended to advance the quality of life of residents and businesses, and reduce energy use and conserve resources. The consideration of the Badger Mountain South as a whole permits the creative deliberation of both thoughtful planning and intelligent architecture so that energy efficient measures for both infrastructure and land uses can yield the greatest benefit to the community, the city and the region. Conservation measures and development standards will be built into the related Badger Mountain South Development Agreement (BMSDA). The development agreement is a legal tool that allows the customization of development standards that most efficiently and effectively implement the City's Comprehensive Plan on a project-specific basis. It is within the BMSDA that the broad principles of sustainability and project design described in the Subarea Plan are defined. The BMSDA would be reviewed and approved at time of annexation into the city.

4 Goals and Policies

A Subarea Plan must be consistent with the general goals and policies of the City of Richland's Comprehensive Plan, which is itself consistent with the Benton County-Wide Planning Policies and the Growth Management Act. The Badger Mountain Subarea Plan (BMSP) is consistent with the Comprehensive Plan goals and policies and further implements those goals in an identified area where the city's growth will occur, accommodating its future land use needs. The BMSP treats that portion of the subarea called Badger Mountain South as unique and distinct because it is expected to follow sustainable development principles that introduce additional development constraints and opportunities, as compared to the remainder of the city. Certain policies and implementation tools are to be tested in this area and considered for application in other areas of the city in the future.

The Subarea Plan is also a document that reflects the city's direction found in the City of Richland's Strategic Plan "7 Keys to Unlock Our Future." The Strategic Plan identifies the city's desire, or vision, to:

- Grow the city's tax base;
- Leverage investment through public-private partnerships;
- Acquire property for infrastructure and investment;
- Protect water resources;
- Establish entryways and gateways;
- Identify opportunities for recreational and leisure activities;
- Optimize the use of new parks and recreation facilities to meet the needs of the community; and
- Encourage the development of walkable neighborhoods with nearby services.

These strategic elements of the city's vision are addressed within the BMSP. The goals and policies of the City's Comprehensive Plan also apply to the Badger Mountain Subarea. In addition, new policies are proposed that focus on development of the Badger Mountain Subarea. The new policies are numbered and identified below to reflect the Comprehensive Plan element goal most closely associated with the new policy including Land Use, Economic Development, Housing Element or Urban Design. "BMLU" for example, means *Badger Mountain Land Use*.

4.1 Badger Mountain Subarea Goals and Policies

Comprehensive Plan Land Use Goal 1. The City will establish land uses that encourage cost-effective development.

BMLU Policy 1.1 – Phase development within the Badger Mountain Subarea over a 20-year planning period so that it can capitalize on existing and planned infrastructure improvements and develop those uses with the best revenue generation potential first in order to support the required initial infrastructure investments.

BMLU Policy 1.2 – Link development of the northeast portion of the Badger Mountain Subarea into the existing street network to the south and east, and over time, to the City’s planned transportation network.

BMLU Policy 1.3 – Focus development at the Dallas Road and I-82 interchange where projected land uses can most readily accommodate anticipated costs for infrastructure improvements.

BMLU Policy 1.4 – Support the sustainable development practices proposed for Badger Mountain South including a mix of land uses and densities to facilitate transit use and walkability, and increased water and energy conservation measures.

Comprehensive Plan Economic Development Goal 6. Richland has established a sense of place that appeals to citizens of all ages. The City has become the entertainment and upscale retail center for the Tri-Cities with a range of retail and service businesses that meet the needs of local residents and visitors to the community.

BMED Policy 6.1 – Provide areas for new commercial activity that can accommodate the needs of businesses, residents and visitors.

BMED Policy 6.2- Accommodate employment growth with a balance of retail, business, commercial, office park and tourism-related uses.

BMED Policy 6.3 – Encourage the development of Neighborhood Activity Centers where local shopping needs can be accommodated while supporting the reduction of travel trips.

BMED Policy 6.4 – Cooperate with other governmental entities to develop tourism uses that capitalize on the growing Washington wine industry.

BMED Policy 6.5 – Consider opportunities for public-private partnerships that enhance Richland’s economic competitiveness and promote job growth.

BMED Policy 6.6 – Encourage the siting of commercial uses and business areas to serve adjacent neighborhoods.

BMED Policy 6.7 – Capture emerging housing and commercial market growth by providing the necessary infrastructure.

BMED Policy 6.8 – Ensure the availability of sufficient quantities of land suitable for new employment centers.

Comprehensive Plan Housing Element Goal 3. Accommodate growth and maintain affordability.

BMHE Policy 3.1 – Support the development of residential neighborhoods that provide a variety of housing types, styles and densities to serve a broad spectrum of incomes, ages, and life stages.

BMHE Policy 3.2 –Promote walkable neighborhoods by encouraging a mix of land uses, nodes of higher land use intensity and access to sidewalks and a connected trail and parks system.

BMHE Policy 3.3 –Encourage higher density housing close to employment centers, retail and services, and along arterials to support the efficient expansion of public transit.

BMHE Policy 3.4 –Support the development of energy-efficient housing choices.

Comprehensive Plan Land Use Goal 5. The City will encourage efficient use and location of municipal and public facilities such as transportation centers, utility facilities, schools, parks and other public uses.

BMLU Policy 5.1 – Accommodate bicycles and pedestrians in roadway designs.

BMLU Policy 5.2 – Identify a sufficient area for a future transit facility within the Badger Mountain Subarea.

BMLU Policy 5.3 –Locate school facilities using sound urban design principles and work with the school districts to identify future school sites that are walkable.

BMLU Policy 5.4 – Encourage the wise use of public dollars by providing for the joint use of public facilities, particularly between schools and parks.

BMLU Policy 5.5 – Provide for an integrated system of parks, trails, and open spaces that will link to other city facilities as growth occurs.

BMLU Policy 5.6 – Provide opportunities for multi-use civic facilities such as community centers, libraries, parks, schools, gazebos and other gathering places.

BMLU Policy 5.7 – Participate in the dialogue among residents and educational institutions when those institutions seek to expand or make significant changes to their facilities or campuses.

BMLU Policy 5.8 – Consider new and emerging technologies that support sustainable development principles and encourage the use of appropriate technologies with Badger Mountain South.

Comprehensive Plan Land Use Goal 6. The City will protect and conserve its natural resources and critical lands and provide public access based on ability of the resource to support the use.

BMLU Policy 6.1 – Encourage the creation of a system of connected neighborhood and community parks, open spaces, trails and preserved natural areas within the Badger Mountain Subarea.

BMLU Policy 6.2 – Link new trails to the city’s existing trail system when possible.

BMLU Policy 6.3 – Promote the use of native and climate-adapted landscaping materials where possible.

BMLU Policy 6.4 – Plan the location and design of trails, open space and parks to include known areas of geologic or environmental significance including steep slopes, natural drainage contours, significant views, glacial erratics and others.

Comprehensive Plan Urban Design Goal 1. The City will create a well-planned community with an aesthetically pleasing environment.

BMUD Policy 1.1 – Use site planning techniques such as buffers, setbacks or trail corridors to transition development of the Badger Mountain Subarea with existing neighborhoods.

BMUD Policy 1.2 – Consider additional dark-sky measures beyond those in existing city code.

BMUD Policy 1.3 – Support the development of the Badger Mountain South area by encouraging a development pattern that resembles traditional neighborhood design.

BMUD Policy 1.4 – Develop and adopt the use of a detailed land use and development regulation for Badger Mountain South to facilitate the overall design and sustainability objectives of the planned development.

BMUD Policy 1.5 – Consider alternate road widths, parking standards, and unique approaches to streetscape design for areas within Badger Mountain South to accommodate multi-modal transportation choices, to enhance pedestrian safety and to encourage walkability.

5 Land Use Plan: Overview

Development in the Badger Mountain Subarea is intended to provide a healthy balance of market driven, private sector uses with a wide range of public uses. The Land Use portion of the plan is fundamental to creating a platform for a vibrant, economically strong, environmentally responsible, and attractive area that captures future growth. Its main focus is establishing areas where people will live, where they will work and where public spaces, parks and natural areas will be located. **Table 3** below provides an overall summary of the land uses with acreages within the Subarea and **Figure 1** shows this in graphic form. The Subarea contains a variety of opportunities to develop housing and commercial uses as well as locations for educational uses, parks, civic spaces and other uses that complement Richland’s urban character and strengthens and diversifies its economic base.

Table 3: Badger Mountain Subarea Land Use Summary

Land Use by Type	Gross Acreage ⁶ (estimated acres)	Percentage of Total	Estimated Number of All Housing Units ⁷
All Residential	1,324 acres	66%	6,247 units
Low-density ⁸	451 acres	(34% of residential)	571 units
Medium-density ⁹	718 acres	(54% of residential)	3,676 units
High-density ¹⁰	155 acres	(12% of residential)	2,000 units
Commercial/Office/Retail/ Destination Retail ¹¹	225 acres	11%	NA
Open space, parks, trails schools and other public buildings ¹²	464 acres	23%	NA
Total All Uses	2,013 acres	100%	NA

⁶ “Gross Acreage” figure includes future ROW; actual acreage will be refined during the site plan and subdivision process.

⁷ “All Housing Units” category includes an estimate of new units as well as those all ready existing within the Subarea; actual number of new units will be determined during subdivision process.

⁸ Low-density development ranges between 0-5 DU/acre.

⁹ Medium-density ranges between 5.1-10DU/acre.

¹⁰ High-density of 10.1+DU/acre found only in Badger Mountain South.

¹¹ Includes 200 acres in Badger Mountain South and 25 acres in all other undeveloped properties.

¹² Includes 444 acres in Badger Mountain South, 15 acres owned by Richland School District and 20 acres in all other undeveloped properties.

Today within the Badger Mountain Subarea, 75 percent of the land area is controlled by a single ownership group; that area is called Badger Mountain South in this plan. The previous development concept for Badger Mountain South, approved by the Benton County Board of Commissioners in 2001, was a suburban-style, low-density residential development with golf course and, near Dallas Road, commercial uses. That original development concept is no longer proposed. In its place, and included within this document, is a project that more closely reflects the historic urban qualities found in the City of Richland, with an added focus to foster sustainable development including the principles of complementary mix of uses, a connected street system providing transportation choice, and compact building design, all with the goal of creating great neighborhoods. These development concepts apply to Badger Mountain South while the City's traditional land use regulations apply to the remainder of the subarea.

Undeveloped areas located within the Subarea but outside of Badger Mountain South are proposed to develop primarily as single family residential land uses with some commercial uses.



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The following sections discuss in more detail the proposed land uses and their distribution within the Subarea and distinguish between properties within Badger Mountain South and all other properties in the Subarea.

5.1 Land Use Designations

The City of Richland wishes to capture residential growth to develop as healthy neighborhoods and attract new workers and businesses that add to the economic vitality of the community. The Land Use Plan contains nine (9) separate land use designations which are defined below and are illustrated in **Figure 1, Badger Mountain Subarea Land Use Plan**. These land use categories are intended to accommodate the needs of residents within new neighborhoods, deliver the need for additional goods and services within Richland and from other nearby cities, and to capture revenue from area tourists. Within the Badger Mountain South area, a mixing of the following land use categories will be encouraged to implement sustainable development principles.

5.2 Residential Land Uses Categories

In the Badger Mountain Subarea Plan, residential land uses consume about 69 percent of the total gross land area. Three residential classifications are proposed. Each of these residential classifications represents a range of residential densities allowed within any particular development. By allowing a range of densities, residential development can provide a mix of housing types to better meet the needs of housing consumers at different stages of their lives, and in different economic situations. Having a broad range of housing choices allows people more opportunities in choice of jobs, schools, and connection to the community at large while fostering vibrant and age-integrated neighborhoods.

Within the classification of residential uses, densities that range between 1 and 20 dwelling units to the acre will result in about 6,247 housing units being added in the City of Richland over the course of the 20 year planning timeline.

A small number of these dwelling units are already developed or developing now in the Subarea. The Badger Mountain Plateau neighborhood just north of Rancho Reata has 23 two-acre lots that were previously developed. A final plat was recently approved for the 78 lot Reata Ridge subdivision lying in the southeast of the Subarea. A preliminary plat called Hidden Hills with 58 half-acre-plus lots and located just east of and adjacent to the Badger Mountain Plateau neighborhood, was recently approved by Benton County. The Reata Place preliminary plat with 15 residential lots and located south of Reata Road was recently submitted to Benton County¹³. These developed or developing residential land uses

¹³ Both the Hidden Hills and the Reata Place subdivisions are considered as “undeveloped” properties in the Subarea Plan because neither has reached final plat approval in the County review process.

complement the established residential neighborhood of El Rancho Reata and those south of Reata Road as properties at both locations will be bordered by other, low-density residential land uses.

Other undeveloped properties in the Subarea, identified in **Table 2** as “Wilson” and “Other,” are expected to continue to develop primarily with low and medium-density residential land uses, resulting in an estimated additional 1,143 housing units, although the actual number of new units developed may be higher or lower over the planning timeline¹⁴.

In the Badger Mountain South properties, neighborhoods are intended to include a mix of housing types, densities and other complementary, non-residential uses. Most residences will be connected both within each neighborhood and to the greater community through their relationship to a trail, park or preserved open space. This mix of uses and densities will foster a unique and high quality of life for people living here. The proposed development pattern will also help reduce traffic congestion and long commutes by having locations for employment both within and close by residential neighborhoods. In neighborhoods that contain more than one type of land use, uses are regulated by building type and by design standards in order to control intensity, protect neighborhood scale and maintain pedestrian access. This approach provides development flexibility by identifying other land uses that are compatible with residential while also protecting the integrity of those same neighborhoods.

Among residential land use categories within Badger Mountain South, single family land uses predominate with an anticipated 3,000 units. Urban-size lots that average 5,000 square feet will consume about 553 gross acres; larger single-family lots of about 20,000 square feet are also included, consuming about 142 gross acres, located primarily along the project boundaries. Development of housing other than single family residences is also anticipated. Townhomes, apartments, live-work spaces and residential within mixed-use buildings are also planned, averaging about 18 dwelling units to the acre, or about 2,000 total multi-family units.

Table 4 below provides a summary of residential land uses in Badger Mountain South and **Figure 2** provides a conceptual, pictorial representation of how development could occur there. New residential development in Badger Mountain South will contribute to the diversity of Richland’s existing housing stock including housing prices which can support moderate to middle income households. Accessory dwelling units may provide affordable housing options for new households or for older adults such as a parent or elderly relative while housing in mixed-use structures is often well-situated to persons new to the housing market. Residential units within mixed used buildings are located to take advantage of transit and nearby services and can add to the liveliness of the neighborhood. Units found in mixed use structures are included within the multi-family unit counts below; accessory dwelling units are not identified in the unit counts.

¹⁴ Figure is comprised of an estimate of 1,128 new housing units north of Reata Road and 15 new units south of Reata Road.

Table 4: Badger Mountain South Residential Land Use Summary

Residential Use by Type	Area¹⁵ (estimated gross acres)	Number of Units	Percentage of Total Units
Single-family Large Lot ¹⁶	142 acres	250 units	5%
Single-family Urban Lot ¹⁷	553 acres	2,750 units	55%
Multi-family Residential ¹⁸	155 acres	2,000 units	40%
All Residential within Badger Mountain South	850 acres	5,000 units	100%

Badger Mountain South neighborhoods will be interconnected by a variety of trails and bikeways so that neighborhoods are walkable and residents' transportation needs can be met in a number of different ways. Street layouts within the Badger Mountain South neighborhoods will be organized to allow building sites that maximize the solar access orientation of structures and that ensure safety and mobility for pedestrians and other non-motorized transport. Other sustainable development principles found in Badger Mountain South are discussed in more detail on page 34, and are intended to foster neighborhoods that are unique to the community and that provide a high quality and healthy living environment.

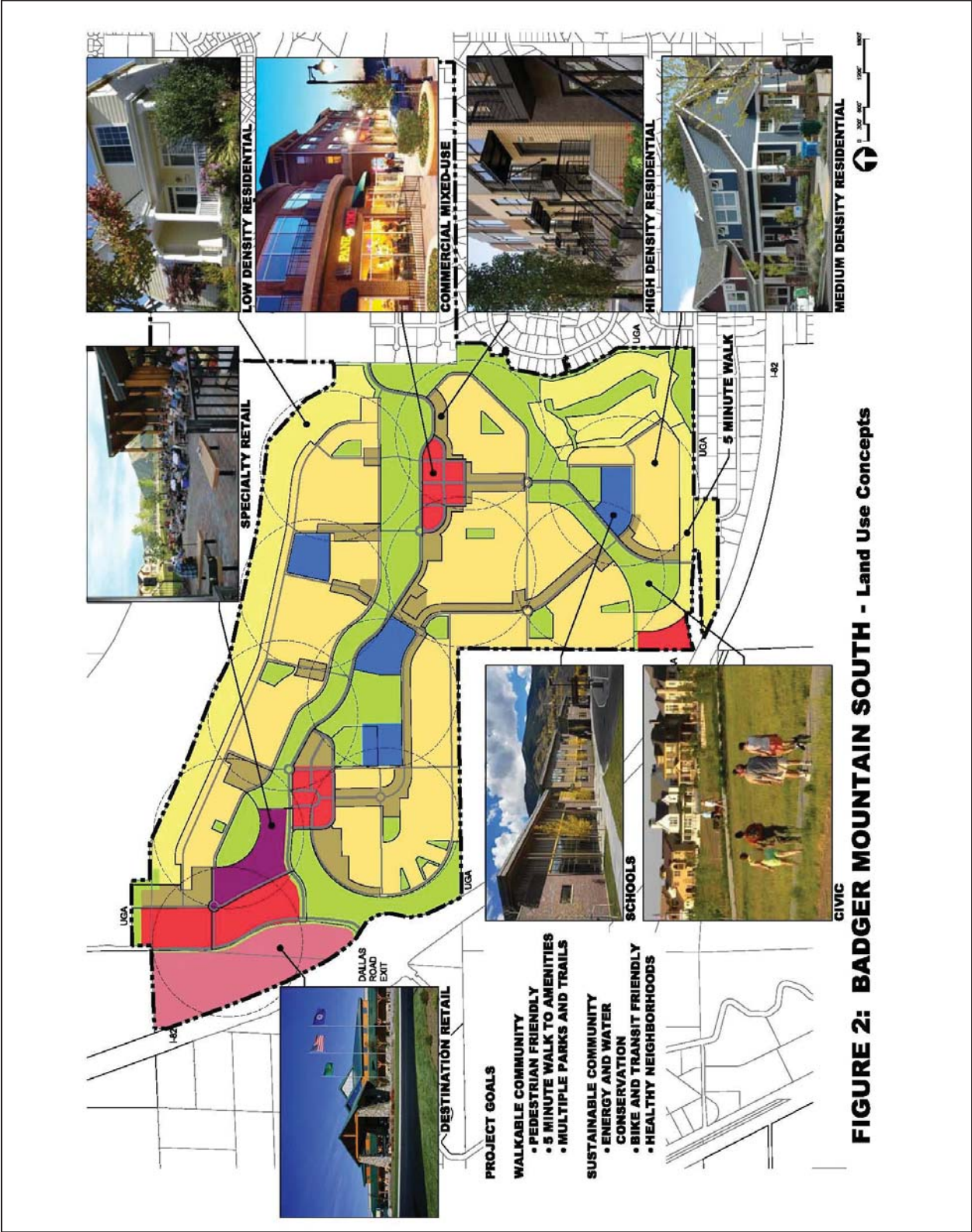
¹⁵ Acreages include ROW.

¹⁶ Large lots range from 16, 500 square feet to more than 20,000 square feet.

¹⁷ Urban lots have an average size of 5,000 square feet.

¹⁸ Multi-family residential includes townhomes, apartments, live-work units and residential within mixed-use structures.

Figure 2: Badger Mountain South Land Use Concepts



5.3 Description of Residential Density

Badger Mountain Low-Density Residential (0 - 5 du/acre):

The Badger Mountain Low-Density Residential (BMLDR) designation includes the existing and vested low-density subdivisions within the Subarea while also accommodating the development of new low-density dwellings. It is intended to accommodate a variety of housing types and sizes. It supports the idea that housing choice and opportunities for homeownership responds best when a mixture of price ranges are available within the new neighborhoods of the Badger Mountain Subarea.

The BMLDR designation also provides a transition between the existing Badger Mountain Plateau and El Rancho Reata neighborhoods with the new, denser neighborhoods proposed within the Badger Mountain South development.

Badger Mountain Medium-Density Residential (5.1 – 10 du/acre):

The Badger Mountain Medium-Density Residential (BMMDR) classification supports the idea that housing choice and homeownership should come in a mix of price ranges within the new neighborhoods of the Subarea.

Within Badger Mountain South, this land use designation is primarily comprised of traditional, urban-sized, single-family lots that average 5,000 square feet. However, it can also accommodate other types of dwellings including mansion apartments, cottages, condominiums, cooperatives and co-housing. Design and site standards that foster a sense of place will be applied to these Badger Mountain South properties. Medium-density designated land areas within Badger Mountain South may also include up to three elementary schools and one middle school location, sited to provide a walkable-orientation for neighborhood children.

Badger Mountain High-Density Residential (10.1 + du/acre):

The High-Density Residential (BMMHDR) classification is found only within the Badger Mountain South neighborhoods. It is situated principally along the main collector roads in the Subarea as well as within the identified Mixed-use Villages (Neighborhood Activity Centers). The BMMHDR designation largely provides for development of multiple family dwellings at a higher density and may include apartments, condominiums, townhomes and live-work units. Some units may be within mixed-use structures. The BMHDR category also supports and facilitates economic development because housing developed within this type of classification is shown to attract residents likely to work in emerging labor markets of the knowledge-based economy.

The intent of the BMHD classification is to provide a quality, multiple-family living environment that is attractive to a broad demographic including the elderly, married couples without children and single people who want to live in an urban environment, close to shopping and to their work.¹⁹ The BMHDR category will also provide sufficient design flexibility to adjust the type of residential units to best meet the objectives of the unique Badger Mountain South goals of sustainability and walkability, as well as providing higher density housing adjacent to transportation facilities that can encourage the expansion and use of public transit within the Subarea. Uses such as private parks and open spaces/institutional facilities, churches and other religious institutions, and commercial uses which are compatible with and oriented towards the needs of these developments may also allowed.

5.4 Other Land Use Designations

Besides residentially designated property, the Subarea Plan contains six (6) other land use designations which are defined and illustrated in **Figure 1**. The nonresidential land use classifications are intended to accommodate the needs of the new residents, the need for additional services within Richland and other nearby cities, as well as accommodating tourists and other visitors over the 20 year planning timeline. **Table 5** below provides an overall summary of the development potential of the commercially designated properties in the Badger Mountain Subarea.

¹⁹ “As (baby boomers) sell off their homes, they will relocate into smaller ones, including multifamily options. Other demographic trends are afoot as well. In addition to more senior households, the numbers of households without children will represent the lion’s share of household growth. Indeed, single-person households will rival households with children and will be the fastest-growing market segment.” Nelson, Arthur C., “Demographic Outlook”, *Urban Land*, Sept. 2009: 196.

Table 5: Badger Mountain Subarea Commercial Land Use Summary

Commercial Use by Type	Area (estimated gross acres)	Percentage of Total Commercial Acres	Potential Developable Commercial Square Feet²⁰
Commercial	25 acres	11%	544,500 sq. ft.
Commercial Mixed-Use	90 acres	40%	490,050 sq. ft. ²¹
Specialty Retail	28 acres	12%	250,000 sq. ft. ²²
Destination Retail	82 acres	37%	1.8M sq. ft.
All Commercial Uses	225 acres	100%	2,859,550 sq. ft

5.6 Commercial Categories

For Richland to continue to have a strong economy and to thrive, the city must have land for employment centers that can capitalize on the city’s historic strengths, respond to emerging markets and provide room for economic diversification through business expansion and new business establishment. The Badger Mountain Subarea Plan includes a variety of areas for economic activity as described in the following paragraphs. Areas identified for economic activity are intended to provide a flexible range of commercial and business-related environments that are tailored to different business needs, i.e., highway oriented commercial, hospitality, neighborhood centers and independent retail, medical or commercial office and pedestrian-oriented mixed use. By providing opportunity for business growth and expansion, related job growth will occur for occupations ranging from manager to entry-level positions.

Some commercial designations described below apply only to areas within the Badger Mountain South properties while others apply to the remaining properties of the Subarea. The commercial categories

²⁰ Assumes a typical commercial lot consumes 50% of area for nonbuilding footprint (parking, landscaping and other); buildings will vary from one to three stories tall although this figure is most closely aligned with single-story structures.

²¹ Assumes mixed-use buildings will contain about 25% commercial to 75% residential; actual build out percentages will respond to market conditions.

²² Development concept for Specialty Retail includes wine-related businesses, retail and wine-industry support facilities and hospitality, education center, and outdoor amphitheater.

that apply only to Badger Mountain South are distinct because they are tied to development and design standards that are intended to be part of the Badger Mountain South Development Agreement.

Commercial:

The Commercial (C) designation would allow retail business and service uses that provide products and services. It is found in future commercial nodes in areas outside of Badger Mountain South. The Commercial designation may include areas that provide limited retail business for the convenience of nearby neighborhoods or areas that provide a wider array of business and service uses.

Badger Mountain Commercial Mixed Use:

The Badger Mountain Commercial Mixed Use (BMCMU) designation applies only to properties in Badger Mountain South. It is concentrated within two neighborhood centers as well as being applied to some of the land area adjacent to Dallas Road. The purpose of the BMCMU designation is to concentrate a greater variety of activities within key areas of the community that include public transit, retail, medical and office uses along with residential uses. In many instances, residential will be located within many of the same commercial structures; some residential units may be live-work units where the living quarters is above one's shop or office. Residents will benefit by having a short walk for groceries, or to other stores and service providers, and businesses benefit by having customers living above or around them. Other areas identified for BMCMU may be appropriate for general and corporate office or limited medical facilities and other professional activities. In all cases, in areas identified as BMCMU an important component will be the inclusion of gathering places, public areas that help to provide a sense of identity and an opportunity for community-building.

The type, configuration, and density of development here will also appeal to neighborhood shoppers and will encourage pedestrian traffic between businesses, facilitate efficient mass transit, and consequently require less reliance on motor vehicles. Low intensity uses are not desirable within this area. However, places of worship and public uses including a fire station, satellite police facility, or public library branch can be important additions to the mixed use districts.

Badger Mountain Specialty Retail:

The Badger Mountain Specialty Retail (BMSR) commercial designation is identified for areas that will be developed to have a particular draw for tourists or other visitors, while also providing goods and services to the local population. This land use designation is only found within the Badger Mountain South area. It is intended that areas identified as BMSR be developed according to distinct design standards found in the related Badger Mountain South Development Agreement to ensure that a sense of cohesiveness is achieved through coordinated use of building materials, landscaping, signage and lighting. Its location near the freeway interchange will allow the creation of an attractive and inviting entry to South Richland and will concentrate the impact from more auto-oriented uses away from the primary residential neighborhoods.

The area identified as BMSR is being planned to develop as the Badger Mountain South Wine Village and would include a variety of uses and employers such as a wine business incubator, other wineries, demonstration vineyards, boutique hotel, other retail, and goods and services associated with wineries and hospitality in general. The concept plan also includes a public gathering plaza, outdoor amphitheater and sustainable design demonstration features. The build out of the Badger Mountain South Wine Village would occur in stages dependent upon market conditions.

Badger Mountain Destination Retail:

Badger Mountain Destination Retail (BMDR) is a land use designation applicable to properties in Badger Mountain South that lie west of Dallas Road at the I-82 interchange. The purpose of this designation is to capture retail and other commercial users that provide goods and services to both the nearby neighborhoods and to the traveling public. At full build out this area would contain a well-conceived and well-designed retail center with a variety and mix of uses, including anchor stores, multi-screen theater, restaurants, service stations, as well as a major, stand-alone retailer. This district is especially suitable for freeway-related uses, including high volume retail, food and specialty stores. Uses here would be sited using the design guidelines found in the Badger Mountain South Development Agreement in order to provide an attractive southern gateway to the City of Richland and to the neighborhoods within the Badger Mountain Subarea.

5.7 Other Categories

Badger Mountain Civic Uses:

Badger Mountain Civic Uses are uses and places that play an important component to community placemaking. They help to identify a neighborhood or area and give it a distinct and recognizable identity. Neighborhoods and communities are often identified by the school attended by neighborhood children or by the park or other community facility within the neighborhood. In this Plan, civic uses and spaces include schools, neighborhood and community parks, green spaces, trails, community facilities or buildings including churches, post office or public service buildings, plazas and playgrounds. Not all civic spaces are places that are owned and maintained by the city but they are places that people know, gather and relate to because some activity within the space appeals to and functions with some or all within the community. Within the Badger Mountain South properties, approximately 30 percent of the land area is identified as Civic Uses.

In **Figure 1**, the Land Use Plan found on page 19, schools, which are identified here as civic uses, are distinguished from other civic uses because it is important to shown how they relate to and are integrated within the proposed neighborhoods. Civic uses that include active and passive open space and park uses are discussed in more detail beginning on page 38, the **Parks, Trails and Open Space Section**.

6 Population Projections and Assumptions

6.1 Population

Population growth in the Badger Mountain Subarea will respond to national, statewide and regional population and economic trends. With the national economy in its current state, most communities in Washington are expected to grow slower for the next few years.²³ However, the City of Richland's economic outlook is strong and the city can expect additional job growth and housing demand particularly in light of 2009 federal financial commitments of nearly \$2 billion through the American Recovery and Reinvestment Act to fund Hanford cleanup activities.

The Washington State Office of Financial Management (OFM) calculates population projections and assigns them to each county. Benton County apportions its allocated projected population to each jurisdiction in the county. The City of Richland was assigned 28 percent of the total expected population growth in the county. The Benton County Comprehensive Plan, using OFM's high projection allocation, identifies that Richland's population by 2030 will be 69,540 persons, or 22,530 more people than included in the city's 2009 OFM population estimate.

During the expected 20 year planning period, the Badger Mountain Subarea will capture a major portion of Richland's expected population growth and will reflect the age demographics of the city as a whole.

Table 6: Badger Mountain Subarea Population at Build Out

Total Number of New Housing Units²⁴	Percent of Occupied Housing Units²⁵	Average Household Size²⁶	Estimated Population
6,247	94.5	2.49	14,670

²³ See OFM's "Washington Population Growth Continues to Slow," June 29, 2009.

²⁴ See full discussion of Badger Mountain Subarea housing in Table 3 and related text.

²⁵ U.S. Census Bureau, Census 2000, Profile of General Demographic Characteristics for the City of Richland.

²⁶ Latest OFM Data.

Table 7: City, County and State Age of Population (2000 Census)

Age	City	Benton County	State
Birth to 17 years	27%	30%	26%
18 to 44 years	35%	37%	40%
45 to 64 years	25%	23%	23%
65 and older	13%	10%	11%
Median Age	38	34	39

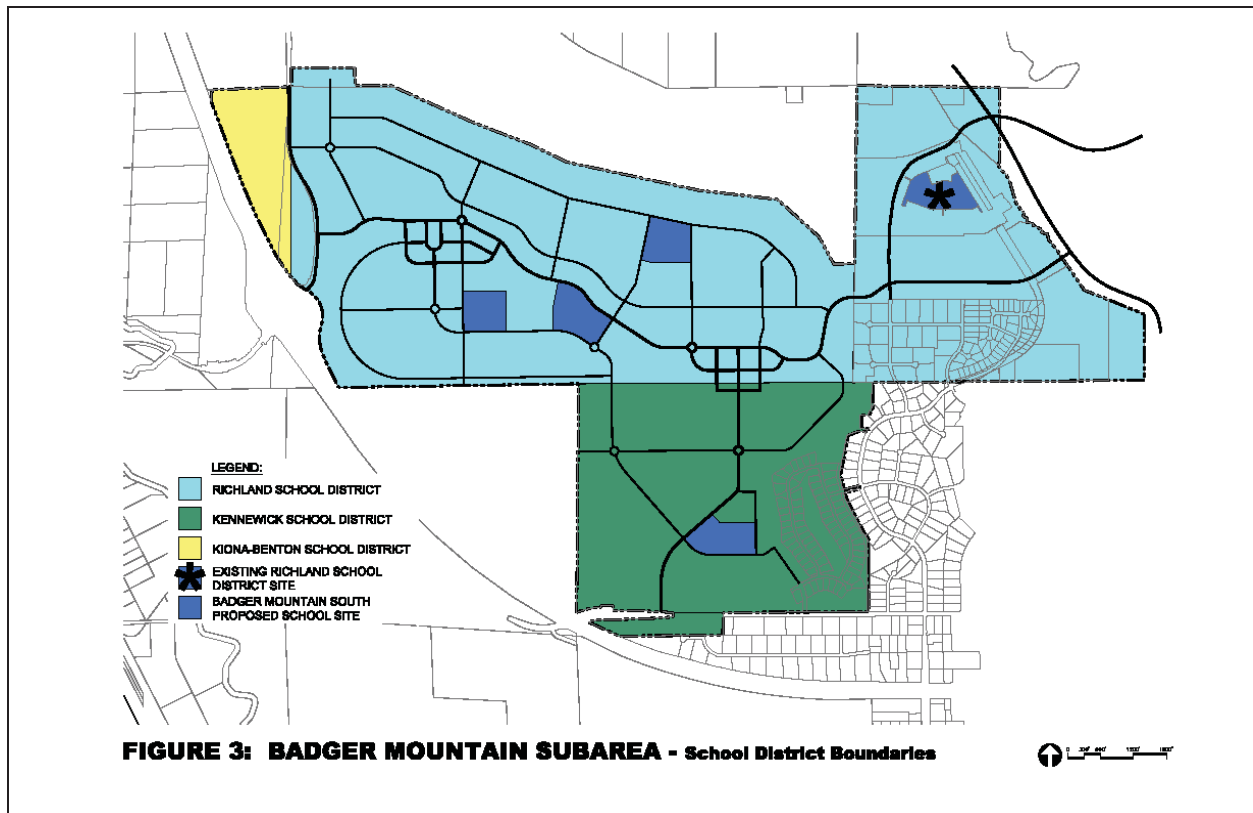
6.2 School Population

The Badger Mountain Subarea includes properties that lie within three school districts, the Kiona-Benton School District, the Richland School District and Kennewick School District, see **Figure 3** below. Because no residential development is planned within the Kiona-Benton School District, the following discussion about schools and projections of numbers of school children that could be generated from residential development here is focused on the remaining two districts.

School-aged children will be among the new residents of the Badger Mountain Subarea as it is expected that about 66 percent of the gross land area will become housing.²⁷ By projecting enrollments using the average numbers of students enrolled today in elementary and middle schools, it is anticipated that over time, there will be sufficient numbers of school children living within the Badger Mountain Subarea to impact school capacity in both the Richland and Kennewick School Districts for elementary-aged children. Within the area of the Richland School District, middle school-aged children will also be of sufficient numbers to impact the district's middle school facilities. It is not anticipated that either school district will see significant numbers of high school-aged children living within the Subarea.

²⁷ See "Land Use Plan Overview", page 20.

Figure 3: Badger Mountain Subarea School District Boundaries



The Richland School District now owns a 15 acre parcel located in the northeast of the Subarea. An additional four sites were identified for future school facilities in the area of Badger Mountain South, one in the Kennewick School District and three in the Richland School District. Both the possible school sites and the existing school district property are identified in **Figure 3**.

School sites which fall within the Badger Mountain South area were placed within neighborhoods and adjacent to other public facilities, like trails and parks, to promote a walkable facility and to support the overall development concept for Badger Mountain South of creating a “walkable and sustainable community.” Whether or not any of these sites become the actual locations for future school facilities within the Subarea will be determined as the project builds out over time and the districts determine their need for additional school capacity. If identified sites within the area of Badger Mountain South do not become school locations, these areas will develop with housing.

7 Sustainability Principles in Badger Mountain South

Throughout this Subarea Plan distinctions are made between Badger Mountain South and other areas included in the Subarea Plan. That distinction occurs because Badger Mountain South is intended to be designed as a walkable and sustainable community of neighborhoods and business areas that combine many of the historic Richland neighborhood development patterns with current thinking about sustainability. **Figure 4** below is a presentation of a schematic land use plan for Badger Mountain South. In the Badger Mountain South Development Agreement (BMSDA), the general layout and land use concepts will be consistent with the schematic concepts illustrated in **Figure 4**.

In Badger Mountain South, “sustainable development” means development that looks to the long-term social and environmental health of the community. Sustainable development is often best understood through its core principles of compact design, mix of uses, energy conservation, walkability, connectivity and housing and transportation choice. The goal of sustainable development is to promote a livable community and make better use of both land and public investment in infrastructure.

- Compact Design

Compact design is recognized as an element of sustainable development because it includes a reduction in infrastructure, yields a higher proportion of contiguous preserved open space, is more conducive to walking and promotes transit use.²⁸ Although compact design can take many forms, within Badger Mountain South it means that housing areas will include a mix of densities, including areas of higher density, and that other non-residential uses will be permitted when they are designed to address the issues of scale, form and intensity.

- Mix of Uses

The integration of mixed land uses into neighborhoods is a key element of creating an attractive place to live. Commercial uses in close proximity to residential areas encourage alternatives to driving -- walking and biking become viable mobility options. Mixed land uses also provide a more diverse and sizable population and commercial base for supporting public transit. Businesses recognize the benefits of attracting more customers and workers who live nearby.

- Energy Conservation

Reducing energy use through conservation, design and construction plays a significant role in sustainability. In Badger Mountain South building placement and materials, parking layout and landscape material selection will all reflect the underlying goal of reducing energy use.

²⁸ Ford, Jonathan, P.E. “Smart Growth and Conventional Suburban Development: Which Costs More?” An infrastructure case study completed for the EPA , Morris Beacon Design, July 9, 2009.

- Walkability

A walkable community locates goods (such as housing, offices, and retail) and services (such as transportation, schools, libraries) that a resident or employee needs on a regular basis within an easy and safe walk. It makes pedestrian activity possible, expanding transportation options, and creating a streetscape that better serves a range of users -- pedestrians, bicyclists, transit riders, and vehicles. Incorporating schools into neighborhoods promotes walkable schools. In Badger Mountain South walkability is addressed by using the “5 minute walk” yardstick. Each neighborhood is designed to create multiple destinations within a five-minute walk for 75 percent of the future households.

- Connectivity

In Badger Mountain South approximately 30 percent of the developable area will remain available for the community as parks, trails and open space. Connected open space in Badger Mountain South means a resident living near Reata Road will be able to walk or bike to the commercial and employment activities near Dallas Road, without ever getting onto the street system. Vehicle users will have multiple ways to get from one place to the other because of the connected layout of streets.

- Housing Choice

By providing a range of housing options for people in both types of housing and housing price, individuals and families can choose housing that best suits them. Housing diversity enables families to “move up” without moving out of their neighborhoods. When housing is available to a person at all stages of his or her life, intergenerational neighborhoods are created.

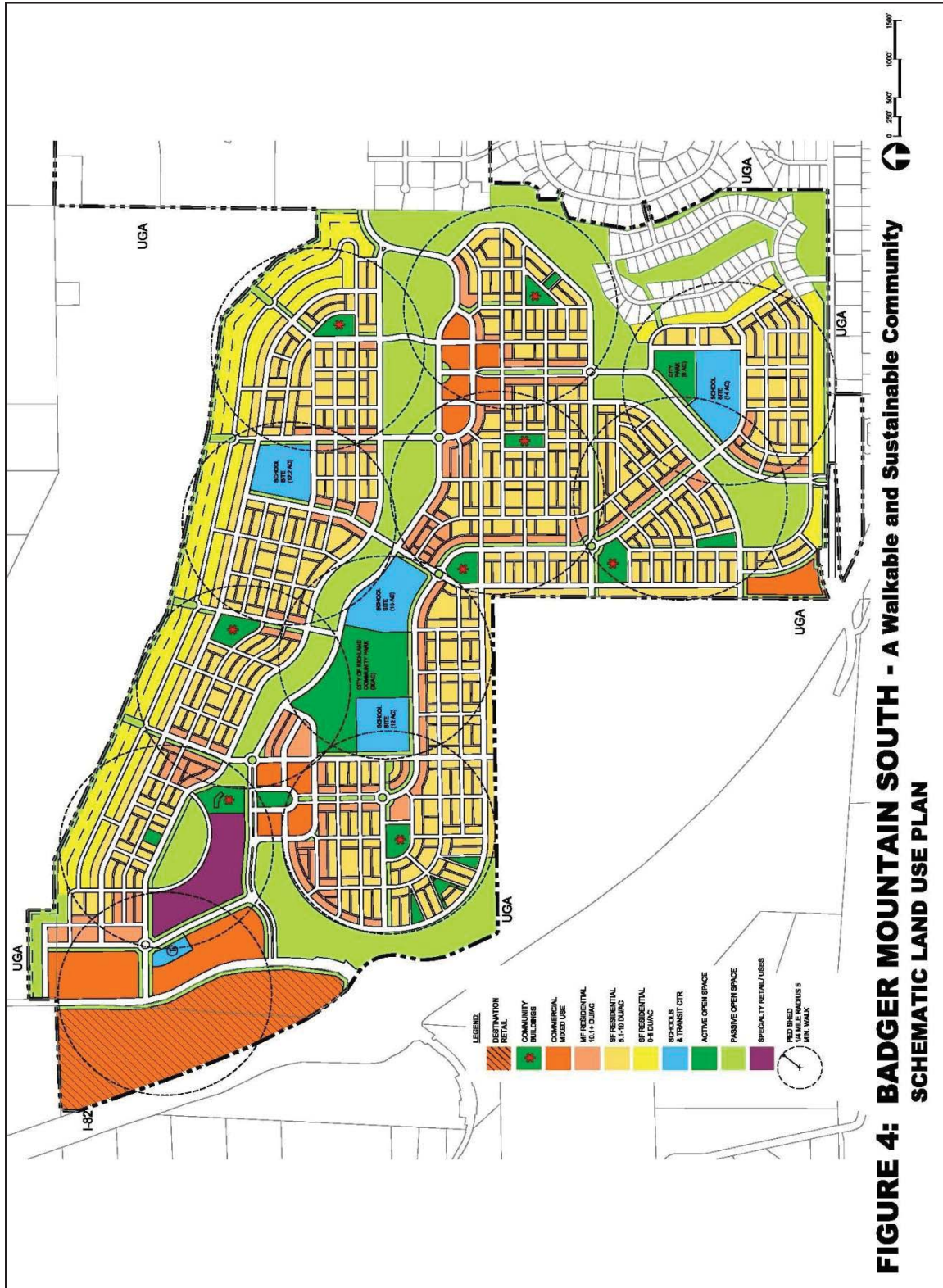
- Transportation Choice

To support transit at a minimum level, residential density must average four to five dwelling units to the acre.²⁹ Within Badger Mountain South residential densities will average about nine dwelling units to the acre.³⁰ To encourage transit long-term as a viable transportation option within Badger Mountain South, a site is identified adjacent to the major employment areas that may be appropriate for a future transit facility or in the short run, for vehicles of those participating in van pool transit.

²⁹ “Fun with Density and Transit Statistics,” posted June 26, 2007, www.PedShed.net.

³⁰ Net 9DU/acre is achieved by dividing all residential acres in Badger Mountain South by the total number of dwelling units.

Figure 4: Badger Mountain South - A Walkable and Sustainable Community



8 Relationship to City Codes, Regulations and Comprehensive Plan

The City of Richland has adopted zoning regulations (Title 23 in the Richland Municipal Code) that are consistent with and serve to implement the city's Comprehensive Plan. The Badger Mountain Subarea Plan will become an appendix of the Comprehensive Plan and related zoning and other development standards will implement the City's long-range plan.

In areas identified for single-family residential uses outside of Badger Mountain South, the Richland Zoning Regulations provide a range of residential densities. Those include the R-1-12, Single-Family Residential District with 12,000 square feet average lot size, the R-1-10, Single-Family Residential District with 10,000 square feet average lot size, and the R-2, medium density residential.

In areas identified for commercial uses outside of Badger Mountain South, the C-LB, Commercial Limited Business or the C-1, Neighborhood Retail Business District may be most appropriate.

To accommodate the goal of creating a walkable and sustainable community as proposed by Badger Mountain South, the zoning regulations will be replaced with land use and development regulations that are intended to be adopted as part of a Planned Unit Development. These regulations are designed to address both land uses as well as building forms including the relationship between building facades and streets; the form and mass of buildings in relation to one another; and the scale of streets and blocks. This approach can be used to implement the Badger Mountain South property owners' vision for compact, pedestrian-scale development.

This approach to implementing the Badger Mountain Subarea Plan zoning is supported by the city's Comprehensive Plan Land Use Goal 7 which states that "the City will address unique land use situations in the urban area with policies specific to those situations."

9 Parks, Trails and Open Space

The Badger Mountain Subarea is near the Benton County 574-acre Badger Mountain Centennial Preserve. This landmark is outside of the UGA and the Badger Mountain Subarea but it provides a strong sense of place or reference for all who will live, work or play in this area of Richland. People who live in the new neighborhoods or work in the commercial areas of the Badger Mountain Subarea will additionally find an array of recreational places, spaces and facilities available to them as the Subarea develops. People who live elsewhere in the city will also come here to use the bike trails, the public playfields or to enjoy the other civic spaces and activities. All will benefit from the wide variety of well-maintained parks, trails and open spaces. As the City of Richland's Parks, Trails and Open Space Master Plan (Parks Master Plan) states:

Every community needs facilities for recreational activity that includes physical education, organized athletics, and leisure time pursuits. These needs cannot be met without a wide variety of indoor and outdoor facilities. These facilities are essential in supporting community values and quality of life (p.5).

One of the most valued elements of a high quality living and working environment is a system of parks, trails and open spaces. The City currently maintains a recreation system that includes eight types of parks and open spaces – mini parks, neighborhood parks, community parks, regional parks, special use parks, linear parks, natural open space, and pathways and trails. The Richland Parks Master Plan also identifies Richland School District recreational facilities among those available to city residents as well as private recreational facilities that are most closely associated with particular groups, clubs or other private organizations. This wide assortment of recreational opportunities available for city residents indicates the importance the community assigns to these types of facilities, activities and places.

The Badger Mountain Subarea Plan includes the establishment of an extensive system of parks, playgrounds, trails and active and passive open space totaling approximately 460 acres and is spread across much of the Subarea. The list of types of uses and acreages associated with them are detailed below in **Table 10: Parks, Trails and Open Space Summary** and are geographically identified in **Figure 5: Badger Mountain Subarea Parks, Trails and Open Space Plan**.

The overarching goal to identifying this recreational network is to provide a range of activities that match the interests of Richland's residents and establish a quality of life that encourages the enjoyment of the outdoors and natural habitats. As can be noted in **Table 10**, some of the amenities identified here will be city-owned, developed and operated while others will be developed and operated by private homeowners associations as neighborhoods are built out. Since many of the facilities will be privately developed and maintained, the city's commitment to ongoing maintenance costs associated with such facilities is reduced.

In addition to space allocated to a city-developed, 30-acre Community Park and a 6-acre Neighborhood Park, other parks found here will include other privately-developed neighborhood parks, pocket parks, tot lots, picnic areas, dog parks and other specialty parks. Within Badger Mountain South a two miles-long linear park will include places for community gardens, trails and other recreational activities. This linear park helps give definition to the future neighborhoods and complement areas retained as natural habitat or open space. The extensive development of parks and play areas within the Badger Mountain South properties reflects the development commitment and goal of creating a “walkable and sustainable community.”

Within the Badger Mountain South area identified as Specialty Retail in **Figure 1**, page 19, the development concept includes a water feature and public amphitheater or informal performance venue, including a performance platform and grass seating area. These facilities will add to the attraction of the retail and hospitality uses expected to develop here but they also would be available to the community at large and provide different types of amenities than found elsewhere within the Subarea. By layering different types of recreational opportunities within the development of the Subarea, people who live, work or visit here will find a rich assortment of places to discover and enjoy. These activities, facilities and places will also facilitate intergenerational recreational events that support families, children, young adults and the elderly.

The city’s Parks Master Plan identifies Park Area Level of Service (LOS) Standards and these are captured below in **Table 9**. By identifying the extensive network of trails, open space and recreational facilities in **Table 10**, including an area for a city-developed 30-acre Community Park and 6-acre Neighborhood Park, the Subarea Plan meets City of Richland’s identified LOS for parks and other recreational facilities.

The city has adopted a park mitigation ordinance that requires developers to dedicate and/or improve park land or pay fees in lieu of park dedication. This system ensures that the necessary park facilities are provided to serve the population of the new development. It is anticipated that within Badger Mountain South, significant park lands will be dedicated to the city that will offset payment of mitigation fees. Some impact fees may be paid by developers of other properties within the Subarea.

Table 9: Level of Service (LOS) Standards

Facility	Existing LOS	Proposed LOS
Neighborhood Park ³¹	½ mile radius	Five neighborhood parks
Community Park	2 mile radius	One 30-acre community park
Other parks	NA ³²	60 acres of other parks in Badger Mountain South
Trails	NA	Additional Trails and Open Space = 320 acres
Open Space	NA	

9.1 Goals and Objectives

The City of Richland’s Parks Master Plan includes a number of goals and objectives related to the development, maintenance and programming for parks and recreational activities. It defines these as:

A goal is usually a broad statement, which gives the community a sense of direction and an end to which effort is directed. Objectives are a more precise statement, some specific action toward which effort is directed (p.20).

Below is a review of some of the City of Richland Parks Master Plan goals with new objectives identified that are specific to properties within the Subarea. In the text below, *BMSP* stands for “Badger Mountain Subarea Park.”

Goal #1. Provide an integrated system of parks, recreation facilities, trails and open spaces as an asset that enhances the community’s quality of life.

BMSP Objective 1.1 - Develop parks and open space that includes retaining existing drainage areas as natural open space, creating linear and other park types, and establishing a range of recreational opportunities that are linked by trails and walkways.

BMSP Objective 1.2 - Integrate natural habitat into parks and trail systems through the use of native and other drought-tolerant plantings that support the local wildlife and conserves water.

³¹ One of the five Neighborhood Parks is intended to be a city-developed and maintained park.

³² NA indicates that a LOS for this type of park has not been established.

Goal #4. Provide diverse active and passive recreational opportunities for residents and visitors of all ages, based on needs.

BMSP Objective 4.1 - Create opportunities for active and passive recreation through the establishment of civic gathering spaces, tot lots and other playgrounds, picnic areas, community gardens and a dog park.

BMSP Objective 4.2 – Establish public recreational facilities that also serve to enhance the visitor experience to the City of Richland.

Goal #6. Promote community beautification through enhancement of public spaces and thoroughfares, and encouragement of private property beautification.

BMSP Objective 6.1 - Provide a public gathering place with a panoramic viewpoint.

BMSP Objective 6.2 - Site a public art piece in Badger Mountain South dedicated to the concept of sustainable community.

BMSP Objective 6.3 - Integrate civic spaces or gathering places within commercial areas.

Goal #8. Develop new parks and redevelop existing parks to provide amenities in accordance with master plans and citizen input.

BMSP Objective 8.1 – Complete a master plan for the community park and for one of the neighborhood parks located within the Badger Mountain Subarea and implement.

Table 10: Badger Mountain Subarea Parks, Trails and Open Space Summary

Active Parks				
Quantity	Type	Site Size ³³ Total Acres	Typical Features	Service Area/ Maintenance
1	City Community Park	30 acres/ 30 acres	Natural areas, connected to trail system, recreational buildings, sports fields and courts, restrooms, picnic and playgrounds.	Service radius of 1 – 2 mile area; CM ³⁴
1	City Neighborhood Park	6 acres/ 6 acres	Playfields and courts, playgrounds, picnic shelter and tables.	Service radius of 1 mile and less; CM
5	Badger Mountain South Neighborhood Parks	3 to 4 acres/ 14 acres	Playgrounds, play courts, picnic areas, tables.	Service radius of 1 mile and less; MHOA ³⁵
+/-10	Badger Mountain South Mini Park	+/-1 acre/ 10 acres	Tot lots, benches, picnic tables.	Service radius of 2 to 3 blocks; MHOA
10	Badger Mountain South Special Use Park	1- 5 acres/ 20 acres	Serves individual neighborhoods with a wide range of types of activities including active/passive recreation; community gardens; dog park.	Service radius of ½ mile; MHOA
Total		84 Acres		
Passive Open Space and Trails ³⁶				
Several	Passive Open Space Class 1 trail Secondary trail	320 acres	Includes natural open space areas as well as trail systems that connect Badger Mountain South neighborhoods and major open space areas.	Serves entire community; CM for maintenance of trail surfaces only.
1	Equestrian Trail		Equestrian link between Reata Ridge and Rancho Reata subdivisions.	
Several	Public plazas and open space within Specialty Retail area		In addition to plazas, Specialty Retail area will include other public recreation features.	
Total		320 Acres		

³³ Acreages are approximate and will be finalized during platting and subdivision.

³⁴ CM means facility maintained by the City of Richland

³⁵ MHOA means facility maintained by private Home Owners Associations

³⁶ In a recent Richland Parks and Recreation Survey, over 66% of survey respondents identified the City's trail system as the most important recreation opportunity for their household.

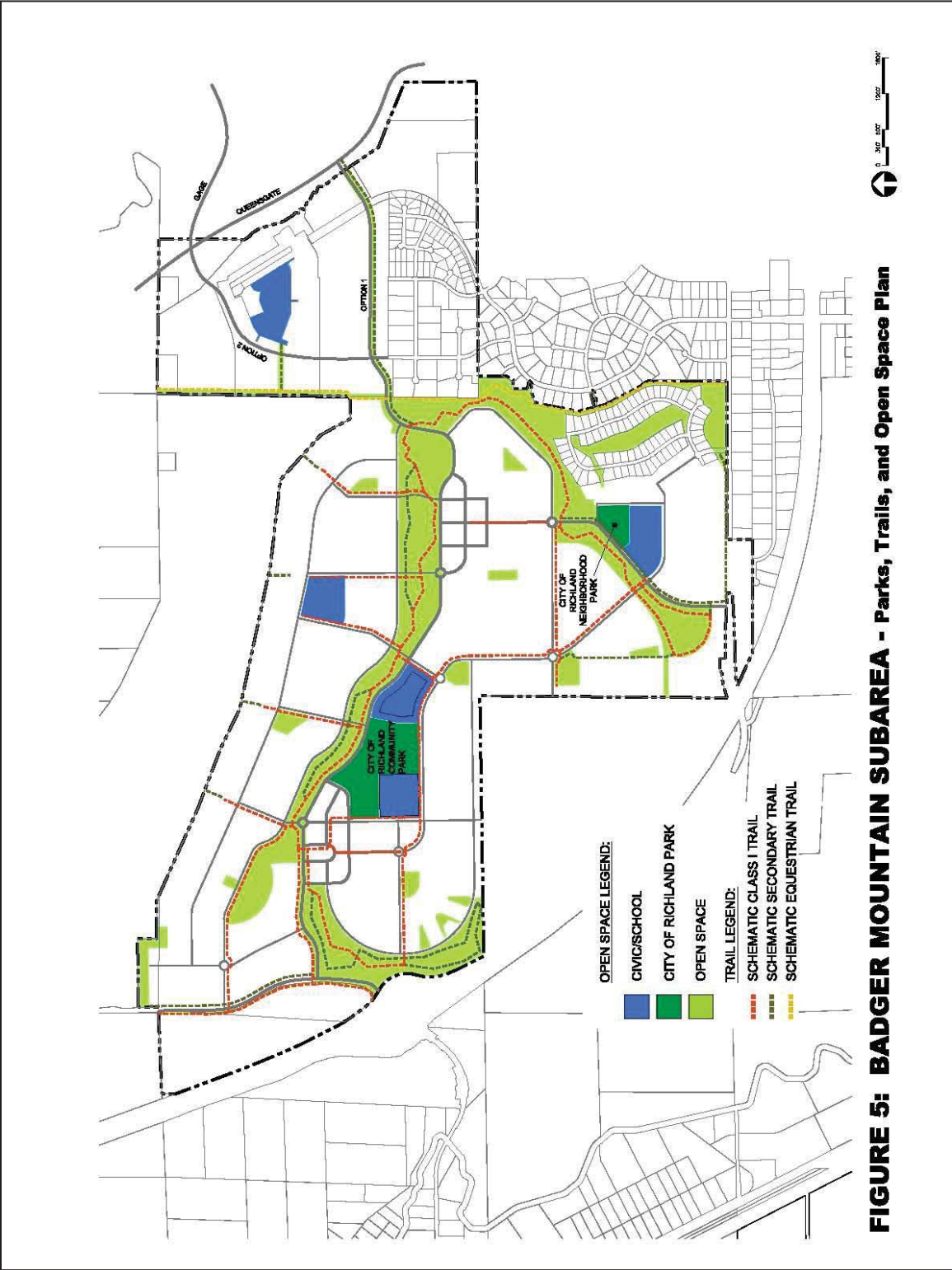
Table 10: Badger Mountain Subarea Parks, Trails and Open Space Summary*continued*

Community Building Area Open Space ³⁷				
Quantity	Type	Site Size/ Total acres	Features	Service Area
1	Middle School	10 acres/ 10 acres	Playfields/ passive green areas	Serves entire community
4	Elementary School	8.5 acres/ 34 acres	Playfields/ passive green areas	Serves entire community
8	Community Centers	2 to 3 acres/ 16 acres	Variety of open space areas	Serves entire community
Total		60 acres		
Total Parks, Trails and Open Space Acreage in Badger Mountain Subarea				464 acres ³⁸

³⁷ Actual sites for public buildings and other structures are larger than the acres shown here; Table 10 cites only acres developed as open space and playfields, not including the area of the building footprint.

³⁸ Total parks, trails and open space in Badger Mountain South = 444 acres; all other properties' parks, trails and open spaces = 20 acres.

Figure 5: Badger Mountain Subarea Parks, Trails and Open Space Plan



10 Transportation

The transportation system in the Badger Mountain Subarea is expected to accommodate traffic, pedestrians and bicyclists. The street system should be attractive and will be an important component to the final outcome of the neighborhood. Streets in the Subarea are expected to contribute to the quality of life and offer opportunities for multi-modal transportation options.

Portions of the Badger Mountain Subarea Transportation Plan are summarized here but it is fully developed in **Tab 1**. The plan includes an analysis of existing conditions at key intersections, evaluates the impact of future growth, and proposes appropriate mitigation measures.

10.1 Existing Conditions

Existing traffic volumes were recorded and analyzed at eleven major intersections that may be affected by development of the Subarea. The analysis of the existing conditions at these intersections found that most of the intersections and approaches operate with an existing Level of Service A or Level of Service B. Specific results are outlined in **Table 11: Existing Level of Service**, below.

Table 11: Existing Level of Service

<i>Intersection</i>	<i>Control</i>	<i>Approach</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas Rd & I-82 (SB)	Stop	Southbound	A	9.3
		Westbound	A	3.8
(2) Dallas Rd & I-82 (NB)	Stop	Northbound	A	9.5
		Eastbound	A	3.4
(3) Queensgate & Keene	Signal	Eastbound	C	33.7
		Westbound	C	29.6
		Southbound	C	30.0
		Overall	C	30.9
(4) Queensgate & I-182 (EB)	Signal	Eastbound	C	22.1
		Northbound	A	6.1
		Southbound	B	10.7
		Overall	A	9.9
(5) Queensgate & I-182 (WB)	Stop	Northbound	A	2.3
(6) Queensgate & Duportail	Signal	Eastbound	B	19.6
		Westbound	B	18.7
		Northbound	A	3.2
		Southbound	B	14.5
		Overall	B	13.7
(7) Keene & Bombing Range	Roundabout	Eastbound	B	12.1
		Northbound	B	14.2
		Westbound	A	8.2
		Southbound	B	14.7
		Overall	B	12.8
(8) Leslie & Gage	Signal	Eastbound	C	21.0
		Westbound	C	26.7
		Northbound	B	19.3
		Southbound	B	19.1
		Overall	C	22.2
(9) Badger & Leslie	All-Way Stop	Eastbound	C	21.7
		Westbound	C	16.3
		Northbound	D	27.2
		Southbound	C	17.5
		Overall	C	21.9
(10) Badger & I-82 (WB)	Stop	Westbound	B	14.5
		Southbound LT	A	8.1
(11) Badger & I-82 (EB)	Stop	Westbound	B	11.3
		Southbound LT	A	8.0

10.2 Future Conditions (Phase 1 of Development)

The analysis of future conditions assumes that primary access to the Subarea is to be via Dallas Road and the existing I-82 ramps. As the Subarea continues to develop, additional connections to Reata Road will provide access. A connection to the future extension of Queensgate Drive would also be provided by full build out of the Badger Mountain Subarea.

The number of trips at full build out of the Subarea was projected by using Land Use Codes found in the ITE Trip Generation Manual. Additionally, a significant amount of the future traffic volumes are

expected to remain internal to the Subarea. Trips between the retail/commercial sites and the residential areas would not add trips to the external intersections. An internal capture rate of 17 percent was utilized in the analysis.

The analysis of future conditions assumes that the build out of the Badger Mountain Subarea will be phased with the first phase expected to be built in roughly 5 years (year 2015) while the full build out of the Subarea will take 20 years. The first phase of development is assumed to be roughly 20% of the full Subarea build out, focusing on the west side of the Subarea.

The eleven intersections considered in **Table 11** were analyzed for future conditions (2015) both with and without the addition of traffic generated from the Badger Mountain Subarea. The future conditions without Badger Mountain traffic is similar to the existing conditions except that there are additional intersections operating at reduced level of service with low to moderate delays. The future conditions with Badger Mountain 2015 traffic indicate that the addition of Phase 1 Badger Mountain traffic would require several mitigations in order to ensure adequate flow on the roadway network surrounding the site. Specific results of the analysis are outlined in the following table.

Table 12: Future 2015 Level of Service

<i>Intersection</i>	<i>Control</i>	<i>Geometry</i>	<i>Without Project</i>		<i>With Project</i>	
			<i>LOS</i>	<i>Delay (seconds per vehicle)</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas and I-82 (SB)	Stop	Southbound	A	9.5	F	137.4
		Westbound	A	3.9	A	6.3
(2) Dallas and I-82 (NB)	Stop	Northbound	A	9.7	C	20.7
		Eastbound	A	3.4	A	1.1
(3) Queensgate and Keene	Signal	Eastbound	D	38.2	D	35.5
		Westbound	C	34.5	D	37.4
		Southbound Overall	D	29.3	D	40.6
			D	37.5	D	38.2
(4) Queensgate and I-182 (EB)	Signal	Eastbound	C	25.5	C	29.7
		Northbound	A	6.1	A	6.7
		Southbound	B	18.0	C	20.7
		Overall	B	14.6	B	16.8
(5) Queensgate and I-182 (WB)	Stop	Northbound	A	2.6	A	3.1
(6) Queensgate and Duportail	Signal	Eastbound	B	19.5	B	19.7
		Westbound	C	25.0	C	26.7
		Northbound	A	3.3	A	3.3
		Southbound	B	15.4	B	15.7
		Overall	B	17.1	B	18.2
(7) Keene and Bombing	Round- about	Eastbound	B	12.8	B	13.4
		Northbound	B	16.0	B	17.3
		Westbound	A	8.2	A	8.5
		Southbound	B	15.1	B	15.6
		Overall	B	13.5	B	14.2

(8) Leslie and Gage	Signal	Eastbound	D	29.2	D	31.1
		Westbound	C	18.9	C	19.7
		Northbound	E	41.2	F	62.8
		Southbound	C	21.8	D	29.2
		Overall	D	30.4	E	41.0
(9) Badger and Leslie	All-Way Stop	Eastbound	D	29.2	D	31.1
		Westbound	C	18.9	C	19.7
		Northbound	E	41.2	F	62.8
		Southbound	C	21.8	D	29.2
		Overall	D	30.4	E	41.0
(10) Badger and I-82 (WB)	Stop	Westbound	C	16.6	C	24.4
		Southbound LT	A	8.3	A	3.3
(11) Badger and I-82 (EB)	Stop	Westbound	B	11.9	B	12.4
		Southbound LT	A	8.1	A	8.1
(12) Dallas and Badger Mountain	Signal	Eastbound	-	-	A	4.3
		Westbound	-	-	C	33.4
		Northbound	-	-	B	10.5
		Southbound	-	-	C	20.8
		Overall	-	-	B	18.1

10.3 Recommended Mitigations

Potential mitigations to accommodate the addition of Phase 1 Badger Mountain traffic are listed below:

Dallas Road

Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Badger is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 NB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Dallas Road and Project Access

While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Dallas Road and I-82 SB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the westbound to southbound turn onto the on ramp. In addition, the southbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Dallas Road and I-82 NB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 SB ramp intersection. Recommended improvements include a free right turn lane for the I-82 NB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the SB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection would depend upon the roundabout configuration.

10.4 Future Conditions with Project and Mitigation

The analysis of future conditions including Badger Mountain 2015 traffic, and assuming the mitigations recommended above are completed, is summarized in the following **Table 13**.

Table 13: Future 2015 LOS with Project & Recommended Mitigation Improvements

<i>Intersection</i>	<i>Control</i>	<i>Approach</i>	<i>LOS</i>	<i>Delay (seconds per vehicle)</i>
(1) Dallas Rd & I-82 (SB) 60% Ph 1, no imps	Stop	Southbound	D	28.6
		Westbound	A	5.6
(1) Dallas Rd & I-82 (SB) 60% Ph 1, no imps	Stop	Southbound	D	27.1
		Westbound LT	A	7.8
(1) Dallas Rd & I-82 (SB)	Signal	Southbound	A	7.2
		Eastbound	A	6.6
		Westbound	B	13.2
		Overall	A	9.4
(2) Dallas Rd & I-82 (NB)	Stop	Northbound	C	15.2
		Eastbound LT	A	8.7
(4) Queensgate & I-182 (EB)	Signal	Eastbound	C	31.5
		Northbound	A	2.2
		Southbound	C	22.2
		Overall	B	15.2
(9) Badger & Leslie	Round About	Eastbound	B	14.2
		Northbound	B	11.6
		Westbound	B	16.3
		Southbound	B	11.5
		Overall	B	12.7
(12) Dallas & Badger Mtn Pkwy 60% Ph 1, lanes added	Stop	Eastbound	A	9.6
		Westbound	C	21.4
		Northbound LT	A	7.6
		Southbound LT	A	8.1
(12) Dallas & Badger Mtn Pkwy	Signal	Eastbound	A	4.3
		Westbound	C	33.4
		Northbound	B	10.5
		Southbound	C	20.8
		Overall	B	18.1

11 Water

The Badger Mountain Subarea is located within the Retail Service Area for the Badger Mountain Irrigation District (BMID). Neighboring the BMID to the north is the City of Richland Water Service Area. Based on initial discussions, domestic water will be supplied to the Subarea by the BMID which will construct a reservoir within the City of Richland service area. The City will become a wholesale water supplier to the BMID which will then provide the water supply to serve the whole of the Subarea. When complete, the water system will be dedicated to the BMID for operation and maintenance as part of the overall system. More detailed information is provided in **Tab 2, Badger Mountain Subarea Water System Plan**.

Within the area of Badger Mountain South, additional techniques will be used to reduce water consumption overall. First, creating attractive landscapes means incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of “green roofs” or “cool roofs” on their buildings. Also, the majority of communities that promote water conservation do so by educating their residents.³⁹ In the Badger Mountain South area, all private homeowners associations will be provided education materials for their membership that provides water conservation methods for the typical household.

12 Storm Water

The Badger Mountain Subarea Stormwater Management Plan (BMSSMP) evaluates the facilities needed to accommodate future growth, and proposes strategies that are compliant with federal and state stormwater requirements; it is fully developed in **Tab 3**. The BMSSMP uses procedures described by the Department of Ecology’s Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. The Department of Ecology manual establishes the minimum requirements for modeling small and large drainage basins. The manual outlines stormwater quantity, quality, and erosion control Best Management Practices that have been adopted as the standard of practice in the City of Richland and Eastern Washington.

The BMSSMP identifies that development within the Subarea can use Low Impact Development (LID) techniques as a solution for most stormwater management. These systems would be developed as development occurs and would be maintained under private ownership. LID is a stormwater management and land development strategy applied at the parcel and subdivision scale that emphasizes conservation and use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely mimic predevelopment hydrologic functions. Most LID techniques infiltrate, filter, store, evaporate, and/or detain runoff as close to its original source as possible. The use of LID techniques benefits the local creeks, streams, rivers, and lakes and may be in addition to, or in lieu of traditional stormwater management solutions.

Conventional stormwater management techniques typically address increases in peak flows from large, infrequent events, but not the increase in annual volume or the increase in peak flows from smaller, more frequent events. Studies have shown that LID techniques can infiltrate and treat 95 percent or more of the annual volume. LID techniques are conducive to implementation in new projects.

³⁹ The City of Richland has had an environmental education program since 1996.

The most common LID techniques include:

Bioretention – Construct landscaped areas with a special soil and plant mix that is conducive to filtering and storing runoff and is aesthetically attractive.

Disconnectivity – Direct runoff from impervious areas to landscaped and vegetated areas to reduce the volume of runoff, encourage groundwater recharge, and filter runoff.

Open Swales – Provide grass or other vegetated areas at the edges of roadways, parking lots, or other runoff-producing areas to slow and filter the runoff, promote infiltration, and remove pollutants.

Permeable Pavements – Install porous concrete, porous asphalt, geo-grid, or pavement blocks that allow water to flow to an underground gravel area where water can infiltrate and/or be slowly released.

Soil Amendment – Amending soils is a method of regaining some of the absorption and infiltration capability of the soil, and increasing the ability to retain runoff and filter pollutants.

13 Sewer

The Badger Mountain Subarea Sewer Plan, fully detailed in **Tab 4**, is prepared as a preliminary analysis of the sewer needs to support future development within the Subarea. It concludes that there is adequate capacity in the City of Richland sewer treatment plant to serve the anticipated level of development proposed in the Subarea Plan. It is understood that aspects of the Plan may need to be updated based on the planning, design and construction phases of future development here. However, the Badger Mountain Subarea Sewer Plan includes the major design assumptions considered in preparing the design and analysis of the sewer system to serve the Subarea including the phasing of improvements and design and construction standards.

The Sewer Plan includes a review of planning data and sewer flows, systems analysis and modeling method with alternatives and capital improvements.

14 Public Services

The City of Richland's Comprehensive Plan reflects the Benton County-Wide Planning Policies and the requirements of the Growth Management Act (GMA) to ensure that growth can be accommodated without decreasing the City's current level of service (LOS) for Public Services.

14.1 Police

Development of the Badger Mountain Subarea will have an impact on the city's Police Services as households are established and commercial activity areas grow. The city has identified in its Capital Facilities Element of the Comprehensive Plan as Goal 1 that it *"...will provide cost-effective and concurrent levels of public safety services designed to maintain quality of life."*

The Comprehensive Plan has identified Police Services LOS as 1.36 commissioned officers per 1000 population and a 1 to 5 minute average response time for high priority calls. In 2006 when the City Council adopted its ordinance to approve a revised area for the Badger Mountain Urban Growth Area, it found that the city could provide law enforcement services to the UGA with the addition of staff and equipment, but without the need for new facilities in the area.

14.2 Life Safety Services

Development of the Badger Mountain Subarea will have an impact on the city's Life Safety or Fire and Emergency Services. Currently this area is served by Benton County Rural Fire District No. 1. If the City of Richland assumes life safety services for the Subarea, a new station may be required, as identified in the ordinance approving the revised Urban Growth Area Boundary. According to the City of Richland Comprehensive Plan, a threshold of 500 hundred homes outside a 4-minute drive time from an existing Richland Fire and Emergency Services Facility will trigger a process to identify funding mechanism to construct and staff a new facility. The Comprehensive Plan also states the city's current LOS for fire protection and emergency medical service is measured in terms of response times, that is, from time of dispatch to time on scene. The desired goal is to achieve a 5-minute response time for 90 percent of all calls. The actual response time measured during the 2002-2003 study period and captured in the Comprehensive Plan is 8.03 minutes for all call types.

Transportation improvements within the Subarea will promote more efficient fire and emergency service response times by the city's existing facilities, maximizing the service area per station and the

number of properties served. Providing more efficient services by existing facilities is also more efficient for taxpayers as costs for operating a fire station are fixed and are mostly operating costs. In cities that have analyzed the degree to which a connected street network impacts Fire Station service areas, higher connectivity or street grids as found in traditional neighborhood development patterns, and as proposed in Badger Mountain South, allows larger service areas that can distribute fixed operating costs over a greater number of households.⁴⁰

A fire station facility would require up to 2 acres of land and would be best located on an arterial or collector. Under current city policy, lands will be set aside for public acquisition in developing areas should sites be determined to be necessary for public facilities. As the city works to meet its identified LOS for fire and emergency services system-wide, the timing of the impact of growth on fire and emergency services in the Subarea will need to be evaluated further as development progresses.

14.3 Natural Gas

Natural gas is available through the Cascade Natural Gas Company and there is a Cascade pipeline at Reata Road so an extension of service from the south of the Subarea could be possible if desired. The actual extension of a natural gas network would be based on interest at time of development.

14.4 Communications

Standard telephone service is supplied by the Verizon Telephone Company and a number of additional cellular phone providers available. Charter Communications is the current cable TV provider.

The area is currently unserved by fiber-optic infrastructure but it is a desired utility.

14.5 Electrical Service

The City of Richland's Energy Services Department currently has about 23,000 customers. These customers currently use approximately 202,500 KVA out of a total capacity of 316,000 KVA. Until the specific power requirements of the commercial customers have been determined, it is not possible to accurately predict total power demand for the Badger Mountain Subarea. However, the addition of approximately 5,564 new residential units would likely be enough load to require a new single bank substation with some support from one or more adjacent substations. The City has two substations north of the Badger Mountain Subarea from which the City could extend lines. Given the fact that only

⁴⁰ See studies conducted by the City of Charlotte, NC.

about 64 percent of the available power capacity has currently been utilized by the total customer base of the City, it can be safely assumed that sufficient capacity exists to serve this area.

The City has worked with Benton PUD to address service territories. Currently, the area of the Badger Mountain Subarea is identified to be served by Benton PUD. However in 2015, the City will be responsible for serving all new electrical loads in the Subarea. At that time, the City can purchase the existing electrical infrastructure from Benton PUD although the PUD has indicated that they do not plan to sell the entire pre-2015 electrical infrastructure to the City. As development proceeds upon annexation, there will be several options for how to proceed with power here because of this split service responsibility until 2015. This will be determined at time of development submittal.

In the instance of the development of the Badger Mountain South properties, it is the intention to establish a development and building pattern that includes significant goals for energy conservation.

15 Conclusion

The Badger Mountain Subarea is a unique geographic area that will add choice and diversity to the quality of life available to residents of the City of Richland. The Badger Mountain Subarea Plan reflects the general concepts of the city's vision statement and Comprehensive Plan goals and provides the flexibility needed to respond to market conditions.

Exhibit 9

CONTRACT NO. 143-15

**MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING
THE COMMUNITY KNOWN AS BADGER MOUNTAIN SOUTH**

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**AMENDED AND RESTATED
MASTER AGREEMENT BETWEEN THE CITY OF RICHLAND AND
NOR AM INVESTMENT, LLC REGARDING THE COMMUNITY
KNOWN AS BADGER MOUNTAIN SOUTH**

1. AGREEMENT.

1.1 In consideration for the mutual promises and obligations set forth below, the City of Richland Washington, a chartered 1st Class City organized under the laws of the State of Washington (the "City"); and Nor Am Investment, LLC, a Washington limited liability company ("Nor Am") do hereby agree as set forth below. The City and Nor Am are sometimes referred to herein individually as "Party" and collectively as "Parties". The reference date of this Amended and Restated Master Agreement is March 17, 2015.

2. AUTHORITY.

2.1 The City is entering into the Master Agreement under the authority and power given to it by the general laws and the constitution of the state of Washington; pursuant to Sections 1.04, 2.07 (A), (E), (G), (I) and (J) of the City Charter, Chapter 36.70B of the Revised Code of Washington relating to development agreements, RCW 43.21C.031 relating to Planned Action Ordinances, and City Resolution 77-10 that authorized the City Manager to sign this Master Agreement.

2.2 Nor Am is entering into this Master Agreement as the owner of the property to be subject to the Master Agreement terms, and pursuant to a motion passed by the members of Nor Am.

3. SUBJECT PROPERTY.

3.1 The real property that is subject to the terms and conditions of this Master Agreement is legally described in Exhibit A attached hereto and by referenced incorporated herein and shall be referred to as "Badger Mountain South".

4. MASTER AGREEMENT INTENT AND PURPOSE.

4.1 The intent of this Master Agreement is to: (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for

expedited permit processing while assuring adequate public input and mitigation of environmental impacts; and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions.

4.2 The purpose of this Master Agreement is to provide for an organized, self-contained set of documents that shall govern the development of Badger Mountain South over the next 20 years in order to accomplish the goals set forth in paragraph 3.1.

5. **MASTER AGREEMENT TERM.**

5.1 The Master Agreement term shall commence on February 9, 2011 ("Master Agreement Term Commencement Date") and shall terminate at midnight on February 8, 2035. This time period shall be known as the Master Agreement Term.

6. **VESTING.**

6.1 Any development to occur within Badger Mountain South during the Master Agreement Term shall do so in conformity with the provisions of the Master Agreement. For purposes of the Master Agreement, development means any activity that affects the temporary or permanent use of any land within Badger Mountain South, and/or results in the alteration of the surface or subsurface of land within Badger Mountain South, and that is regulated in whole or in part by the City.

6.2 Except as otherwise noted in the Master Agreement, during the Master Agreement Term Nor Am shall have the vested right to develop any property within Badger Mountain South in accordance with the provisions of the Master Agreement, and the City codes and regulations in effect on the Master Agreement Term Commencement Date.

6.3 The provision of Paragraph 6.2 notwithstanding, the City reserves the right for the City Council to modify a condition of the Master Agreement if the City Council determines its modification is necessary as a result of a serious threat to the public health and safety, and the modification is the minimum necessary, both in content and duration, to alleviate the adverse consequences to the public health and safety that would be caused by the serious threat. Provided, no modification shall occur until consultation with Nor Am has occurred in order to seek its input on how to modify the Master Agreement so as to address the serious threat to the public health and safety, while minimizing the impact on the Badger Mountain South development and the Master Agreement's intent and purpose. The Parties agree to use the Master Agreement's dispute resolution process regarding any dispute over the appropriate way to modify the vested rights of Nor Am. If the modification is mandated by governmental action other than the City's, then the City agrees that Nor Am shall have the right, at its sole discretion and expense, to contest the governmental action.

6.4 The vesting date for a building permit application as to the following codes that are City-wide in nature shall be the date that a complete building permit application is filed: Building Code (RMC Title 21), Life Safety Code (RMC Title 20), and Electrical Code (RMC Title 14), Energy Code (Chapter 19.27A). Provided however, any provisions of those codes relating to street

improvements and access that are otherwise covered by Master Agreement Exhibit C ("LUDR") and Master Agreement Exhibit B ("Environmental Mitigation Conditions") shall not apply.

6.5 The vesting date for impact fees that only affect portions of the Badger Mountain Subarea shall be the date that a complete application is filed. The vesting date for impact fees that affect larger areas of the City shall be the date a permit is issued that would require the payment of an impact fee, or the date otherwise provided by City regulations at the time of application.

7. **PHASING AND TIMING.**

7.1 The Parties acknowledge that the sequencing of development shall occur in accordance with Nor Am's own time schedule in light of market conditions and Nor Am shall determine the order, size, number and timing of phases of development.

7.2 The City shall determine which mitigation measures must be constructed in each phase in order to mitigate the impacts associated with that phase, as more fully set forth in section 9 below.

7.3 The provisions of paragraph 7.1 notwithstanding, the City may, but shall not be required to, build or accept any facilities that cannot be operationally supported by new revenues generated within Badger Mountain South.

7.4 Failure to make substantial progress on pursuing the proposed Badger Mountain South development within any 5-year period following the Master Agreement Term Commencement Date, may be deemed by the City to be a serious threat to the public health and safety, triggering the process set forth in paragraph 6.3 above. As established in section 6.3 the City shall have the right to terminate this Master Agreement without liability and without incurring any further obligation to Nor Am, if no other adequate lesser remedy is appropriate. "Substantial progress" shall mean the issuance of building permits for the construction of at least two hundred residential units and/or commercial structures, the expenditure of at least \$10,000,000 for street, utility and other infrastructure improvements that have been dedicated to the City or other governmental entity, or the expenditure by any governmental agency of at least \$5,000,000 for buildings or other improvements within Badger Mountain South. The termination of the Master Agreement shall not occur until after NorAm is provided with notice and an opportunity to be heard. If the Master Agreement is terminated, it shall not affect the vested rights for entitlements obtained prior to the date of termination.

8. **DEVELOPMENT TO BE CONSISTENT WITH THE MASTER AGREEMENT CONDITIONS.**

8.1 All development within Badger Mountain South shall comply with the Master Agreement terms. If a development application is consistent with the Master Agreement, then it shall be approved. If a development application is not consistent with the Master Agreement, then the conditions of approval shall include such conditions as will make the application consistent with the Master Agreement. If it is determined that the application cannot be conditioned to make it consistent with the Master Agreement terms, then the application shall be denied.

9. **ENVIRONMENTAL REVIEW AND MITIGATION CONDITIONS.**

9.1 A Final Supplemental Environmental Impact Statement dated August 23, 2010 ("FSEIS") was issued for the Badger Mountain South Subarea Plan. In accordance with RMC 22.09.080 a mitigated determination of non-significance ("MDNS") was issued by the City for the Master Agreement on September 23, 2010, in which the mitigation conditions listed in the FSEIS relative to Badger Mountain South were listed as mitigation conditions for the Master Agreement. In the enabling resolution that authorized the City Manager to execute the Master Agreement (Resolution 77-10) the City Council, in accordance with the provisions of RCW 43.21C.031, determined that for the Master Agreement Term, Badger Mountain South shall be deemed a planned action for environmental review purposes.

9.2 The mitigation conditions set forth in the MDNS are hereby adopted as mitigation conditions for Badger Mountain South, and are set forth in Exhibit B attached hereto and by reference incorporated herein. Any development occurring within Badger Mountain South must be consistent with those conditions. The relevant mitigation conditions shall be made conditions of any development permit which would generate the impact that requires the mitigation measure. If an Exhibit B mitigation condition for water or sewer utility improvements require a specific size or type of improvement, and the detail level construction drawings require a different size in order to accommodate the Badger Mountain Development needs, then the sizing shown by the detail level drawings shall be required.

9.3 All development within Badger Mountain South that is consistent with the Master Agreement terms shall be deemed a planned action project and an environmental threshold determination shall not be required. The City's responsible official for environmental review shall issue a planned action consistency determination for any application for development that would otherwise require environmental review under RMC chapter 22.09. The consistency determination shall indicate that the proposed action is within the scope of the environmental review conducted in the FSEIS and shall list the environmental mitigation conditions from Exhibit B that must be included as conditions for the underlying permit approval.

9.4 Public notice for projects that qualify as planned actions shall be tied to the underlying project permit. If notice is otherwise required for the underlying permit, the notice shall state that the project has qualified as a planned action. If notice is not otherwise required for the underlying permit, no special notice is required.

10. **DEVELOPMENT REGULATIONS.**

10.1 Unless the Master Agreement specifies otherwise in lieu of the zoning and development regulations set forth in the Richland Municipal Code, the Master Agreement conditions shall apply to all development in Badger Mountain South.

10.2 The provisions of the document entitled "Land Use and Development Regulations" (hereinafter "LUDR") dated March 17, 2015, which is set forth in Exhibit C attached hereto and incorporated by reference, shall be applicable to all development in Badger Mountain South. The acronym LUDR may be used when referring to Exhibit C of the Master Agreement. LUDR chapter

10 is reserved for major amendments to the LUDR that may be incorporated during the Master Agreement Term and that do not easily incorporate into the other LUDR chapters.

10.3 The Nor Am representative shall be deemed a party in interest with standing to participate in any City process relating to a development application within Badger Mountain South.

10.4 As part of the LUDR approval process, the construction of the applicable green infrastructure improvements set forth in Exhibit D shall be added as conditions of approval. Each green infrastructure improvement in residential neighborhoods is tied to the construction of a certain number of residential units, and to the construction of roads, as indicated in Exhibit D. The green infrastructure improvements shall be selected by Nor Am at the time the threshold number of residential units is met so that the improvements are constructed in concert with the proposed residential units.

10.5 Until such time as development occurs, the undeveloped portions of the Property may continue to be used for agricultural purposes.

10.6 The conceptual drawings in the LUDR convey the general concept and layout which will guide the application of the detailed regulations and conditions contained in the LUDR and the remainder of the Master Plan at the time of site plan, subdivision, and construction application approvals. The text of the LUDR and the Master Agreement shall govern the actual layout of the final development.

11. INTERPRETATION OF APPLICABLE DEVELOPMENT CONDITIONS.

11.1 It is the Parties intent that all development within Badger Mountain South be consistent with the provisions of the Master Agreement. The provisions of any applicable City codes and regulations shall be so construed whenever possible in a manner that shall make the applicable code and/or regulation consistent with the Master Agreement's intent and purpose.

11.2 In the case of any conflict between governing regulations, the following shall be the order of priority, with the highest level of priority controlling. The level of priority, starting with the highest level and then descending in priority, is as follows: (1) Changes adopted pursuant to Master Agreement paragraph 6.3; (2) Master Agreement Exhibit B; (3) the Master Agreement provisions not contained in an Exhibit; (4) Master Agreement Exhibit C; (5) Master Agreement Exhibit D; (6) all other Master Agreement Exhibits; (7) any project specific conditions of development approval; and (8) all other City Codes and regulations.

12. AGREEMENTS WITH CURRENT UTILITY PROVIDERS.

12.1 The City of Richland is the energy services provider for all new development within Badger Mountain South. Some existing properties continue to be served by Benton Public Utility District ("Benton PUD") using existing Benton PUD infrastructure. The City and Benton PUD entered into a service area agreement on May 24, 2005 titled "Electrical Service Area and Facilities Purchase Agreement" which governs the provision of electric energy services in this southwest

area of the City, including Badger Mountain South and surrounding properties. The fundamental principle of this service area agreement is that the City will assume, over time, all provision of electrical energy services within its Urban Growth Area.

12.2 The City and Badger Mountain Irrigation District (BMID) have entered into an agreement whereby all of Badger Mountain South is in the City's water service area for potable water, and in BMID's service area for irrigation water.

13. **OFF-SITE SANITARY SEWER SYSTEM EXTENSION.**

13.1 Nor Am has completed and dedicated to the City an extension of the City's sanitary sewer collection system that enables development to commence. While the City anticipates that service will be available at the time of development, it cannot predict future demands or regulatory limitations that may affect the City's ability to provide service, the provisions of Paragraph 6.3 may apply.

13.2 No development permit shall be issued for any improvements in Badger Mountain South, other than improvements that will be owned by the City or another public utility, such as roads, water, sewer and electrical improvements, until such time as the off-site sanitary sewer system extension is substantially complete. This prohibition shall not apply to the submittal, processing and approval of subdivisions, short plats, and site plans.

14. **IMPACT FEES AND OTHER AREA SPECIFIC ASSESSMENTS.**

14.1 The City may impose impact fees that apply to areas included within the Badger Mountain Subarea only after providing actual notice to Nor Am as set forth in paragraph 25.1 and providing an opportunity for timely comment.

14.2 The City may allow the formation of Local Improvement Districts and Utility Local Improvement Districts (collectively "LIDs") to fund infrastructure improvements within Badger Mountain South. Provided, the formation of LIDs shall not be allowed, until such time as Nor Am has completed the construction of the off-site extension of the City's sanitary sewer system to Badger Mountain South and has constructed and deeded to the City the off-site water system improvements necessary to provide fire flow to the area within Badger Mountain South designated in the LUDR as the "special district-specialty retail" area.

14.3 To the extent allowed under City regulations in effect at the time a dedication of land to the City is made or the construction of an improvement by Nor Am that is subsequently dedicated to the City, the City shall give Nor Am a credit toward applicable City fees and charges for the fair market value of the land dedicated and the cost of the construction of the improvement that is dedicated. To the extent the City requires oversizing of any utilities to serve areas outside of Badger Mountain South, the City shall compensate Nor Am for such oversizing.

14.4 Any impact fee credit Nor Am may be entitled to under the Master Agreement terms may be used by Nor Am for any development within Badger Mountain South for which the applicable impact fees are required. It is not required that Nor Am be the building permit applicant.

If Nor Am wants any of the impact fee credit to be used for a particular development, it shall notify the City's representative in writing of the application upon which the credit is to be given, and the amount of the credit to be used.

14.5 The rates for utility services shall be the same rates charged throughout the City. No rate surcharge on any City utility shall be imposed unless it is a city wide surcharge, or is calculated based on a specific enhanced service provided to the Badger Mountain South.

14.6 Impact fees or utility connection fees shall be established by the same method and calculations in effect City-wide at the time a development permit is processed. At the time of this Master Agreement, the City administers fees for transportation, potable water service, and sanitary sewer service. Fees established for Badger Mountain South shall be established by the City's methods in place at the time of execution of this Master Agreement, based on the Badger Mountain South's planned impacts and loads. For each of the transportation, potable water, and sanitary sewer system, the Badger Mountain South subarea plan defines off-site system improvements that shall be required as development occurs. The City may impose a surcharge to the impact fees and connection charges for Badger Mountain South in order to recapture the cost of the off-site upgrades that provide capacity to Badger Mountain South so long as those upgrade costs are not already included in a capital facility charge, impact fee or other type of assessment, and it is an improvement that Nor Am is not obligated to construct under the terms of the Master Agreement. Once the City constructs the improvement, the cost shall be included in base impact fee and connection charges for the area that the improvement was intended to serve. In lieu of the City building the needed improvements and imposing a surcharge, the parties may agree that Nor Am may build the improvements, and, if appropriate, be entitled to partial cost reimbursement from non-contributing benefited properties, as authorized by state law. The City and Nor Am may agree in writing to such additional area-specific surcharge or to the City forming a local improvement district for the construction of public utilities within Badger Mountain South.

14.7 The Master Agreement requires certain off site sanitary sewer and transportation improvements to be made by Nor Am after a certain number of residential unit equivalents has been platted or permitted ("Target ERU"). In order to assure sewer adequate capacity, however, the parties agree that sanitary sewer flow monitoring at or near the location of the needed improvements shall commence when 50% of the Target ERU has been reached. If the flow monitoring indicates that the flow assumptions were incorrect, then the needed improvements shall be commenced sooner than the Target ERU. The monitoring shall be done by Nor Am, at its expense.

14.8 In order to assure adequate transportation service, updated traffic analyses shall commence at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. If any development is proposed on the eastern edge of the Badger South Development that would directly access Reata Road prior to the 1,000 pm peak trip trigger, an updated traffic analysis shall be required to assess the impacts. If the traffic analyses indicate that any planning assumptions were incorrect, then the needed improvements shall commence prior to the issuance of additional building permits for development that would impact the needed improvements identified in the analyses.

14.9 The City agrees to include in its connection fee models any infrastructure constructed by Nor Am that provides service or capacity to properties outside of Badger Mountain South, and thus Nor Am will be eligible for oversizing reimbursement by the City.

14.10 At a future date to be determined by the City's electrical utility system capacity and operation needs, the City will construct a new electrical substation within Badger Mountain South to serve Badger Mountain South and other electrical service areas of the City. Nor Am shall dedicate land meeting the City's purpose and use for this substation and portions of the high voltage transmission line that will be constructed to connect the new substation to the regional power grid (see paragraph 18.1 below, and Exhibit B, section 9.1). Nor Am shall pay a portion of the construction costs of this substation, calculated in accordance with RMC 14.30 Line Extensions. A credit towards Nor Am's cost shall be allowed by the City equal to the unimproved value of the donated land for this substation. Nor Am's portion of the substation construction cost may be paid on a prorated basis prior to the time of final plat approval or final binding site plan approval for phased development of Badger Mountain South properties.

15. **RECAPTURE AND REIMBURSEMENT OF SANITARY SEWER, WATER AND OTHER UTILITY SYSTEM IMPROVEMENTS.**

15.1 The City authorizes Nor Am to recapture a pro-rata portion of the cost it incurs for the design and construction of any City utility improvement for which it would be entitled under state law for reimbursement from non-contributing benefitted properties. The method and manner of determining the amount of the reimbursement, and the non-contributing benefitted properties to which the assessment will apply shall be done in accordance with state law. The City reserves the right to establish administrative fees it deems necessary for the administration of latecomer agreements and the administrative fee shall be added to the assessment. Nor Am may, in its sole discretion, designate some or all properties within Badger Mountain South as non-contributing properties. Provided, property in Badger Mountain South that is owned by the City or that is subsequently conveyed to the City for municipal purposes shall not be deemed a non-contributing property without the City's written consent, which can be withheld in the City's absolute and sole discretion.

15.2 The City shall reimburse Nor Am for a portion of the design and construction costs it incurs relative to the improvements it must design and build at its own expense under the provisions of section 13 above. Nor Am shall provide documentation of the actual charges for the design and construction costs. If Nor Am delays payment of any of the design and construction costs until sales of property have occurred it shall not be reimbursed for any interest charges, but only the actual design and construction costs incurred. The portion of costs that will be reimbursed shall be the portion that would have been required to be constructed if the only properties to be served were the Destination Retail, Specialty Retail and Commercial Mixed Use Districts as identified in the LUDR and you assume the property is fully built out with uses that are the highest sanitary sewer capacity uses that would be allowed in those Districts. The cost of performing this additional design calculation shall be considered a reimbursable cost. The City shall also reimburse Nor Am for the cost of the improvements necessary to provide fire flow as set forth in section 9.2 above in accordance with the methodology set forth in section 15.4. Provided,

Nor Am shall only be entitled to reimbursement up to fifty percent (50%) of an amount that is equal to the combined revenues received by the City that are generated in Badger Mountain South that exceed the actual unreimbursed costs of providing general governmental services to Badger Mountain South. All revenue sources that could be used to pay for some of the annual costs listed in paragraph 15.4.2 shall be included in calculating the amount of reimbursement, including, but not limited to property taxes, utility taxes, sales taxes, lodging taxes (unless excluded by paragraph 16.1), state shared revenues as determined on a per capita basis, and such similar types of revenues. Provided, it shall not apply to fees that are generated to cover the costs of processing applications, fees for city services, and similar types of fees, unless the City has included the costs of those services in calculating the cost of providing general governmental services to Badger Mountain South. Nor Am shall receive fifty percent (50%) of the amounts received by the City that exceed the unreimbursed costs until such time as Nor Am has been fully reimbursed for the portion of reimbursable costs as defined in this paragraph.

15.3 If Nor Am receives monies pursuant to the provisions of paragraphs 14.3, 14.9 or 15.1 above that were for reimbursement of costs incurred for the improvements listed in paragraph 15.2, then that amount shall be deducted from the amount that it will be reimbursed under paragraph 15.2. If Nor Am has been fully reimbursed by the City by operation of the provisions of paragraph 15.2, then Nor Am shall assign to the City its right to reimbursement for any amounts it would be entitled to under paragraph 15.1 for the improvement covered by the provisions of paragraph 15.2. Any reimbursement paid to Nor Am shall be on principal only and not include interest. The City shall not be responsible for any reimbursement after the term of this agreement expires.

15.4 The formula used for determining City revenues, costs of service and reimbursements made to Nor Am shall be determined on a calendar year using the methodology set forth in paragraphs 15.4.1 and 15.4.2.

15.4.1 The "total annual revenue" shall equal the sum of the following:

- 1) Annual property taxes paid to the City from all parcels located within the boundaries of Badger Mountain South;
- 2) Utility taxes attached to the utility bills of all properties within Badger Mountain South;
- 3) The portion of sales tax that is paid to the City generated within Badger Mountain South as determined from the records of the Washington State Department of Revenue;
- 4) State shared revenues as determined on a per capita basis; and
- 5) All other revenues that could be used to pay for annual costs listed in paragraph 15.4.2, unless excluded by paragraph 16.1.
- 6) The cumulative total of items 1-5 shall be the total annual revenue.

15.4.2 Annual costs shall be determined as follows:

- 1) Adopted City budget figures for police services, fire and emergency services, library, park administration, recreation and library services minus the financing,

operational and maintenance cost in any of these budgets for facilities located in Badger Mountain South shall be divided by the total estimated City population to determine an annualized cost of service per resident. Population estimates published by the Washington State Office of Financial Management shall be used to determine total City population.

2) The annualized cost of service per resident is multiplied by 0.7 to determine the cost of service factor (CSF). In 2010 the CSF is approximately \$360.

3) The annual cost of providing City services to Badger Mountain South is determined by adding the products of each of the following cost of service calculations:

a) Total resident population of BMS multiplied by the CSF;
plus

b) Total number of acres within BMS that are undeveloped or in private open space multiplied by 0.1 multiplied by the CSF; plus

c) Total square feet of non-residential structures within BMS multiplied by 0.0013 multiplied by the CSF; plus

d) The actual costs of financing, operating and maintaining City facilities such as roads, parks, fire station, branch library or community facilities within BMS that are not included in a-c above.

4) The number of building permits issued by the City during the calendar year shall be used to establish the total number of residential units within Badger Mountain South for the first year the agreement is in place. Each subsequent year, the total number of housing units established during the previous year plus all building permit data for the current year will be added together to determine total number of housing units. The Washington State Office of Financial Management's published housing occupancy rates and persons per household, broken down by household type shall be used to determine an estimated population for Badger Mountain South. The annualized cost of service per resident will then be multiplied by 0.7 to determine the Cost of Service Factor (CSF) which is then used to estimate service costs for developed and undeveloped land in Badger Mountain South.

5) At the time that the City constructs or is granted actual facilities within Badger Mountain South, such as streets, public parks, fire station, branch library, or community facilities, the following estimate of cost for the maintenance and operation of the facility shall be used:

a) Annual wages and benefits for City staff and/or outside contractors used to operate and maintain the facility and not accounted for in 15.4.2 (3) shall be determined;

b) Any annualized debt service used to retire the City's debt incurred for the construction of the facility and capital expenditures directly associated with the facility shall be determined;

c) Utility costs to operate the facility shall be calculated;

d) Any other City costs that are directly related to the maintenance and operation of the facility

6) The total annual operating cost of all facilities within Badger Mountain South shall be added to the estimated cost of service. Provided that the annual cost of facility operation shall be used instead of and not in addition to the estimated costs of service established in item 3 above.

Annual costs shall be subtracted from total revenues resulting in total "excess revenues". Fifty percent of these "excess revenues" shall be reimbursed to Nor Am as set forth in Section 15.2 above.

16. **CITY'S CONTRIBUTION TO SPECIAL DISTRICT-SPECIALTY RETAIL IMPROVEMENTS.**

16.1 The Port of Kennewick is considering investing in the Specialty Retail District in Badger Mountain South in order to construct a world class pedestrian-oriented destination village, which will include numerous uses related to the agricultural products of the region, including wines and grapes (See LUDR, Exhibit C). It is also intended to include class rooms, meeting areas, hotel, restaurants, and other related uses, all centered around a common pedestrian corridor. The City is also desirous of investing funds to stimulate tourism and economic development. If the City invests lodging tax revenues in improvements to this district in order to stimulate tourism, then the amount of lodging taxes generated from Badger Mountain South shall not be used in the annual revenue calculation required by paragraph 15.2.

16.2 The parties intend to enter into further agreements regarding the preparation of a master site plan for the specialty retail area, and the design and construction of certain improvements within the specialty retail area, including a business incubator building, a public meeting area, and related public facilities. It is contemplated that that the agreement will be a three party agreement between the City, the Port of Kennewick, and Nor Am and will include an investment by all parties.

16.3 It is anticipated that the Master Site Plan will be completed by September, 2011, and construction will occur in 2012 and 2013.

17. **PUBLIC PARK CONVEYANCE, DEVELOPMENT AND IMPACT FEE CREDIT.**

17.1 The City, in accordance with its adopted standards, shall develop and maintain two public parks within Badger Mountain South; an approximately six acre park in the BMS South Orchard neighborhood and an approximately thirty acre park in the BMS West Village Neighborhood. The legal description for the South Orchard Park is set forth in Exhibit F attached hereto. The legal description for the West Village Park is set forth in Exhibit G attached hereto. The parties acknowledge that the final legal description may be adjusted, either before or after

conveyance to the City, in order to accommodate the as-built location of the adjoining roads. It is intended that the parks shall abut the adjoining public street right-of-way. However, it is agreed that in the field conditions at the time of street design and/or construction may necessitate the street to be moved to obtain the best location for the street, and thus the park boundary shall be adjusted accordingly, if necessary, as opposed to the street location being adjusted to accommodate the as-built location of the street.

17.2 The two park parcels each exceed five acres in size and thus are exempt from the City's subdivision requirements. The City will allow creation of the lots so that they can be conveyed to the City, and any City permit fees for such process shall be waived. The City shall not require the construction of any improvements as a condition of approving the creation of the two park parcels.

17.3 Ownership of the two park sites will be conveyed for park purposes to the City, subject to the provisions of paragraphs 17.1, 17.2, 17.4, 17.5, 17.6 and 17.9, when the site is created as a separate parcel as part of final plat or final binding site plan approval, or such other time as the parties may mutually agree. Nor Am shall receive credit toward park impact fees equal to \$0.5829 per square foot of land conveyed. To facilitate development of the park sites per paragraph 17.5 and 17.6 park fee credits to cover the cost of the property conveyance to the City shall not take effect until sufficient park impact fees have been collected to cover the cost of required City park improvements, if the City is constructing the park improvements. If Nor Am is required to construct the park improvement, as authorized by paragraph 17.10 below, then the park credits for the phase or phases constructed by Nor Am, including the park credits for the park land associated with the phase or phases constructed by Nor Am, shall be available for use at any time after the park improvements are constructed and accepted by the City.

17.4 The parties shall each be responsible for one half of the closing costs. The conveyance shall be by statutory warranty deed, subject to the conditions set forth in paragraph 17.1, 17.2, 17.4, 17.5, 17.6, and 17.9 below, which shall be included as part of the statutory warranty deed, or as a separate agreement to be recorded at closing.

17.5 The West Village Park will be developed in four phases; an initial phase ("Phase 1") to turf and irrigate ten acres; a second phase ("Phase 2") to complete full build-out of the ten acres included in Phase 1; a third phase ("Phase 3") to turf and irrigate the remaining acreage; and a final phase ("Phase 4") to complete full build-out of the West Village Park. Each phase of the West Village Park shall be developed by the City, or by Nor Am if required by operation of the provisions of paragraph 17.10 below, in accordance with the City's adopted standards for community parks. No later than 2016, the Council shall include the development of Phase I of the West Village Park in the City's Park Capital Facility Plan ("PCFP"). Each subsequent phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the West Village, West Vineyard and/or East Garden neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 400 units; Phase 2 trigger point is 1,000 units; Phase 3 trigger point is 1,750 units, and Phase 4 is 2,750 units. Within 18 months of the issuance of the building

permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.6 The South Orchard Park will be developed in two phases; an initial phase ("Phase 1") to turf and irrigate the site; and a final phase ("Phase 2") to complete full build-out of the park. Each phase of the South Orchard Park shall be developed by the City, or by Nor Am if agreed to by both parties, in accordance with the City's adopted standards for neighborhood parks. Each phase shall be added to the PCFP no later than the year in which building permits have been issued for 70 percent of the housing units required to trigger the development of the particular phase. The City may, but shall not be required to, delay commencement of the development of each phase until the trigger point number of building permits have been issued within the South Orchard Park and/or East Market Neighborhoods for the respective phase. The trigger points for each phase are as follows: Phase 1 trigger point is 250 units; Phase 2 trigger point is 750 units. Within 18 months of the issuance of the building permit that triggers the applicable phase, the City shall complete the improvements required for the particular phase, unless Nor Am has already been required to construct the improvements, as authorized by paragraph 17.10 below.

17.7 Nor Am shall construct a paved primary trail as part of, and in accordance with, the required green infrastructure improvements. This trail, once constructed to City standards, shall be conveyed to the City, and the City shall then be responsible for its ongoing operation and maintenance expense. Nor Am shall receive impact fee credit for the cost of the improvements constructed. The amount of the credit for the trail improvements shall be the construction costs.

17.8 Nor Am is already providing significant recreational opportunities as part of the green infrastructure being required by other provisions of the Master Agreement, thus no further public or private park improvements shall be required. However, the City and Nor Am may agree to additional public park improvements being made conditions of approval and for which Nor Am shall receive park impact fee credit. By agreement with the City, Nor Am may be permitted to improve portions of either West Village Park or South Orchard Park and in doing so shall be entitled to a credit against park impact fees equal to the documented value of the pre-approved improvements. The provisions of paragraph 17.3 notwithstanding, if Nor Am earns additional park impact fee credits for improvements it makes to the West Village Park, these credits may be used by Nor Am at any time to offset park impact fees for residential permits within the West Village, West Vineyard or East Garden neighborhoods. Likewise, additional park impact fee credits earned for Nor Am improvements to the South Orchard Park may be applied at any time to park fees for residential permits in the East Market or South Orchard neighborhoods.

17.9 Nor Am retains the right to continue the use of the surface of the park property conveyed to the City for agricultural or passive open space uses only. Said right to use the surface of each phase of a park site shall terminate 90 days prior to the time the City intends to commence construction of improvements it is required to make pursuant to the provisions of paragraphs 17.5 and 17.6. The City shall provide Nor Am notice of its intent to commence construction at least 180 days prior to the intended construction start date. Provided, however, if the City intends to commence the park improvements prior to the time it is required to make the improvements in

accordance with the provisions of paragraph 17.5 or 17.6, it shall provide notice to Nor Am no later than August 1 in the year preceding the year in which it intends to make the improvements. In that case the right to use the surface for agriculture shall terminate 90 days prior to the time the City intends to commence construction. Nor Am shall be responsible for payment of all utilities and any taxes or assessments on the park property at any time that it has the right to use the surface of the park site(s). Nor Am, at all times that it has the right to use the surface of a park property after the property has been conveyed to the City, shall maintain general risk liability insurance on the park property(ies) in an amount of not less than \$1,000,000.00 and shall name the City as an additional insured. The City reserves the right to access the park property(ies) after conveyance to the City, and to use the park property(ies) in any way not inconsistent with the use of the surface for agricultural purposes.

17.10 The above provisions of section 17 notwithstanding, the City may require Nor Am to develop one or more phases of one or both parks in accordance with the provisions set forth in this subsection.

17.10.1 At any time after the park property has been conveyed to the City, a public road has been or is being constructed to the park boundaries, and a trigger point set forth in paragraph 17.6 or 17.7 has been reached for one or more phases, the City may require that Nor Am construct park improvements on the Park. The City shall send Nor Am written notice of the City's intent to require Nor Am to construct park improvements. The notice shall indicate which phase or phases of the park the City is requiring Nor Am to construct. Since the Park properties will be in active agriculture or passive open space uses, the notice must be given no later than July 1 of the year prior to the year in which construction is to be commenced.

17.10.2 Once the required notice is given the Parties shall meet to discuss which improvements are required to be constructed by Nor Am. The improvements that can be required to be constructed are any of the improvements listed in Exhibit D, and the Park Impact Fee credits available for the construction of said improvements are also listed in Exhibit D. The Parties may agree that other improvements may be substituted for the Exhibit D improvements, and the appropriate impact fee credit to be given for the alternate improvements. Allowing alternate park improvements and the appropriate impact fee credit for the construction of the improvements, shall be an administrative decision that will be documented in a writing signed by both Parties.

18. **DEDICATIONS OF LAND AND IMPROVEMENTS WITHOUT COST TO CITY.**

18.1 Any dedications of land or other improvements required to be conveyed to the City to provide service to Badger Mountain South shall be without cost to the City, with appropriate credit, if any, toward applicable City fees and charges, as authorized by City code, state law or the Master Agreement. The land required to be conveyed to the City are the street right-of-ways within Badger Mountain South at the time the streets are constructed, utility easements for City utilities within Badger Mountain South at the time the utility easements are needed for City utilities, a two-acre site for a new fire station facility (Exhibit B, section 8.3), and two-acre site for a new electrical substation (Exhibit B, section 9.1), and two City parks (Section 17 above.)

19. **TRANSPORTATION IMPROVEMENTS TO BE CONSTRUCTED.**

19.1 Nor Am shall be responsible for the construction of all street improvements within Badger Mountain South, and the offsite improvements identified in Exhibit B that are attributable to impacts created by development within Badger Mountain South. In addition, Nor Am shall pay its pro-rata share of other offsite improvements as identified by the transportation impact analyses required during the build out of Badger Mountain South, as set forth in Exhibit B paragraph 5.3. No other transportation improvements shall be required, unless triggered by the operation of paragraph 6.3.

19.2 The provisions of 19.1 notwithstanding, the City may form local improvement districts that include land inside and outside of Badger Mountain South for the construction of improvements, including those that would otherwise be required to be funded by Nor Am.

19.3 The Council shall place the arterial roads within Badger Mountain South on its transportation improvement plan. The provisions of 19.1 notwithstanding, the City may, but is not obligated to, seek grants or other sources of funding to pay for all or a portion of improvements to be dedicated to the City.

19.4 The timing for the construction of transportation improvements is set forth in Exhibit B. The City and Nor Am may agree to change the timing of construction of road improvements if deemed to be in the public interest.

20. **MAINTENANCE OF COMMUNITY FACILITIES AND OPEN SPACES.**

20.1 Until such time as the homeowner's associations or other community entities are legally established and have sufficient revenues to take over ongoing maintenance, Nor Am shall be responsible for all community facilities and properties which are intended for community use and are not the specific responsibility of others. The determination of whether or not there are sufficient revenues to justify the release of Nor Am from this condition as to any area within Badger Mountain South, shall be determined by the City based upon Nor Am's provision of a breakdown of the anticipated annual maintenance costs, and evidence that assessments have been legally imposed upon property pursuant to recorded covenants, conditions and restrictions ("CC&Rs") that shall provide for the generation of an annual revenue stream of at least 110% of the anticipated maintenance costs to a legally established homeowner's association or other community entity. Following City approval, Nor Am shall be released from this responsibility as to the area for which the association or other community entity has been created and sufficient assessments imposed.

20.2 As part of any subdivision, short plat, or site plan approval in which CC&Rs are to be created and recorded against the property, the City may require that the City shall have the right, but not the responsibility, to enforce provisions requiring the maintenance of green infrastructure improvements that are to be maintained by the homeowner's associations or other community entities. This provision shall allow for the City's costs associated therewith to be charged as an assessment against the properties for which the homeowner's association was created and

foreclosed in the same manner as the CC&Rs allow for delinquent homeowner's association assessments.

21. **SUMMARY OF CREDITS, OFFSETS, AND OBLIGATIONS.**

21.1 Attached as Exhibit H is a summary of the credits, offsets, and obligations of Nor Am and the City that are set forth in the Master Agreement. This summary is to aid in the administration of the Master Agreement and is not intended to create, substitute for, or alter any condition of the Master Agreement, which shall control.

22. **AMENDMENTS.**

22.1 The Master Agreement may be modified, including termination of the Agreement or any part thereof, at any time, but only by the Parties by written agreement. Provided, if the amendment involves property not owned by Nor Am, the consent of the property owner whose property is directly affected by the proposed modification must be provided with notice and an opportunity to participate in the amendment process. If a particular process is called out in the agreement relative to modifying or terminating the Master Agreement, such as in case of a serious threat to public health and safety as set forth in paragraph 6.3, then that process shall be followed.

22.2 In considering an application to be processed in accordance with the LUDR provisions, the responsible city official may agree to minor changes to the concept plan, site plan or subdivision approval consistent with the LUDR and provisions of this Agreement, but all changes to the Master Agreement must be approved by the City Council. A minor change is a change that does not involve a change of use, a major change in the vehicular circulation system, an increase in density or relocation of density patterns, a reduction in open space, a change in the exterior boundaries, an increase in building height, or a change that would be inconsistent with the Master Agreement or LUDR. The minor amendment process shall be the administrative process used by the City in processing minor amendments under its Planned Unit Development code (RMC 23.50.070).

22.3 Any variance or administrative approval process authorized by the LUDR shall follow the City's process set forth in the Richland Municipal Code for variance and other administrative approvals.

22.4 Any amendments to the development regulations in the LUDR or the required green infrastructure improvements set forth in Exhibit D, shall follow the development regulation amendment process set forth in RMC chapter 19.90.

23. **CONSISTENCY DETERMINATION REQUIRED FOR ALL DEVELOPMENT APPROVALS.**

23.1 All development approvals for any site plan, short plat, subdivision, binding site plan or building permit that are not categorically exempt from environmental review under the City Code, shall include a Planned Action Consistency Determination ("PACD"). The PACD

shall contain the information set forth in paragraph 9.3 above. The conditions of the PACD shall be included as conditions of approval for the underlying application.

23.2 All development approvals for any site plan, short plat, subdivision, binding site plan, or building permit shall include a Master Agreement Consistency Determination ("MACD"). The MACD will be issued by the Planning Manager after review by the BMS Master Agreement Administrator (See paragraph 23.3).

23.3 No MACD shall be issued until Nor Am has had 10 business days to review the application in order to provide the City with a recommendation on the draft MACD that indicates how the application is in compliance with the Master Agreement in general, and the LUDR in particular, and any recommended changes that need to be made in order to make the application consistent with the LUDR and the Master Agreement. More detailed discussion of the MACD is set forth in LUDR section 1.H. The LUDR refers to the Badger Mountain South Master Agreement Administrator ("MAA"). Until Nor Am delegates its authority in accordance with paragraph 24.3 below, all references to the MAA shall be construed to mean the Nor Am representative identified in paragraph 24.2. If Nor Am does not respond to the MACD application within 10 days, the City is authorized, but not required, to make a decision on the MACD without Nor Am's input.

23.4 In order to expedite the review process, the applicant may seek a pre-submittal meeting with the MPAC to obtain a draft MACD prior to submitting its application to the City. If the applicant submits the draft MACD from the MAA with its application, then the 10-day review period set forth in paragraph 22.3 shall not apply.

23.5 If the MACD finds that the application is consistent with the Master Agreement and the LUDR, then the application shall not be modified without first obtaining a new MACD, after review by the MAA in accordance with the provisions of paragraphs 22.3 and 22.4.

23.6 If the MACD finds that the application is not consistent with the Master Agreement and the LUDR, then the MACD shall set forth the added conditions that are necessary in order for the application to be consistent with the MACD and the LUDR. Those conditions shall be required conditions of approval for the underlying application. The application shall not then be modified without first obtaining a new MACD, after review by the MPAC in accordance with the provisions of paragraphs 22.3 and 22.4.

23.7 If the Planning Manager finds that the application cannot be sufficiently conditioned to make it consistent with the Master Agreement and the LUDR, then the application shall be denied.

24. **DESIGNATED REPRESENTATIVE FOR EACH PARTY.**

24.1 Representative of City. Rick Simon, as the Environmental Official and Planning Manager for the City of Richland shall be the designated person with overall responsibility in connection administering the Master Agreement on behalf of the City.

24.2 Representative of Nor Am. Lawrence J. White shall be the designated person for Nor Am Investment, LLC with overall responsibility in connection with administering the Master Agreement on behalf of Nor Am. The Nor Am representative for this purpose shall be referred to as the “Badger Mountain South Master Agreement Administrator (“MAA”).”

24.3 Nor Am shall be responsible for funding the MAA position and having the Administrator be a person that has an in depth knowledge of the Master Agreement, the related documents, and the City’s processes and procedures related thereto. Nor Am may be released from the obligation to fund the MAA in the same method and manner that it is released from its obligation to provide for ongoing maintenance as set forth in paragraph 20.1, or if the obligation is assumed by another entity that, in the City’s reasonable discretion, is determined to have sufficient revenues to fund.

25. **DUTIES OF THE BMS MASTER AGREEMENT ADMINISTRATOR AND CITY AUTHORITY TO ENSURE COORDINATED DEVELOPMENT OF REQUIRED INFRASTRUCTURE.**

25.1 The designated representatives identified in Paragraph 24 shall meet on a regular basis, but no less than quarterly to discuss; 1) the development of Badger Mountain South; 2) the order of construction, timing and funding for necessary improvements; 3) the preparation and implementation of other agreements necessary to carry out the intent and purpose of the Master Agreement; 4) the anticipated sale of development sites within the Badger Mountain South; 5) anticipated timing for submittal of development permit applications within the succeeding 6 month period; 5) such other matters as are deemed by other party to be matters that need to be discussed in order to assist in the timely and orderly development of Badger Mountain South the position. The City reserves the right to approve any change in the BMS Master Agreement Administrator and said approval shall not be unreasonably withheld.

25.2 The BMS Master Agreement Administrator will be responsible for coordinating the activities of private developers within Badger Mountain South to insure compliance with the LUDR, orderly extension of infrastructure, development of required improvements and planning for future mitigation measures.

25.3 The orderly extension of infrastructure and coordinated payment for, and construction of, required mitigation, including, without limitation, mitigation identified in this Master Agreement and Exhibit B are of primary concern to the City. As part of the Master Plan Consistency Determination described in Paragraph 23, the City, shall consult with the Master Agreement Administrator, and the applicant in determining the appropriate share of infrastructure and mitigation costs that shall be borne by the proposed development and how that development’s share of infrastructure and mitigation relates to the overall infrastructure and mitigation that is required for buildout of Badger Mountain South.

25.4 It is intended by the parties that the infrastructure improvements will be timely implemented as part of the City’s already established permitting process. The parties will, as part of their regular consultation process, review the progress of this approach and if appropriate to keep the development progress proceeding in an orderly manner, adopt other infrastructure or

mitigation funding mechanisms. The parties agree however, that infrastructure improvements that are necessary to mitigate the impacts of any development shall be installed so that the mitigation measure has been constructed before the impact occurs. If required infrastructure or mitigation measures are not sufficiently funded through the mechanisms established this Master Agreement, the City shall have the right to adopt infrastructure or mitigation funding mechanisms, including but not limited to Badger Mountain South-specific per unit fees, impact fees, or local improvement districts, to ensure the orderly extension of infrastructure and construction of required mitigation within Badger Mountain South.

26. **NOTICES.**

26.1 Any notice or communication required by this Agreement between the City and Nor Am must be in writing, and may be given either personally, electronically with evidence or receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the party to who it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: Nor Am Investment, LLC

Lawrence J. White
12513 Avenue DuBois
Lakewood, WA 98498
Facsimile: (253) 582-3652
Email: LJWhiteMD@aol.com

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Facsimile: (253) 922-5848
Email: ldc@vsilawgroup.com

To: City of Richland

Cindy Reents
City Manager
City of Richland
505 Swift Blvd.
Richland, WA 99352
Facsimile: (509) 942-7379
Email: creents@ci.richland.wa.us

With a copy to:

Heather Kintzley
City Attorney
City of Richland
505 Swift Blvd.
Richland, WA 99352

Facsimile: (509) 942-7689
Email: hkintzley@ci.richland.wa.us

With a copy to:

Rick Simon
Development Services Manager
City of Richland
840 Northgate Drive
Richland, WA 99352
Facsimile: (509) 942-7764
Email: rsimon@ci.richland.wa.us

26.2 Either party, by giving 10 days notice, may at any time change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 24.1.

27. **BINDING EFFECT; ASSIGNABILITY.**

27.1 This Master Agreement shall bind and inure to the benefit of the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties.

27.2 The City reserves the right to approve the assignment to any third parties of the personal obligations of Nor Am set forth in Paragraph 27.4 of this Master Agreement, with such approval not to be unreasonably withheld.

27.3 This Master Agreement shall run with the land and shall be binding on the Parties hereto; their heirs, successors, and assigns; and all future owners of Badger Mountain properties. All future development shall be consistent with the LUDR.

27.4 The obligations set forth herein shall not be personal obligations, but shall be obligations and commitments running with the land, except for the City's financial commitments, obligations and benefits under Section 14 and 15 and Nor Am's financial commitments, obligations and benefits under Sections 13, 14, 15, 17, 20 and 24.

27.5 Unless otherwise agreed to by the City, the sale of property within Badger Mountain South shall not relieve Nor Am of any of its obligation under 27.4 above.

28. **NO THIRD PARTY BENEFICIARIES.**

28.1 This Agreement is between Nor Am and the City. This Agreement is not intended to, and shall not be construed as benefitting third-parties.

28.2 Unless otherwise specified in this Agreement, neither the City or Nor Am shall be obligated to construct or extend construct utility or transportation infrastructure within Badger Mountain for the benefit of any particular future development.

29. **REPRESENTATIONS AND WARRANTIES**

Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing, and that he or she shall defend and hold harmless the other Parties and signatories from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon proper execution and delivery, this Agreement shall have been duly entered into by the Parties, shall constitute as against each Party a valid, legal and binding obligation that shall run with the land, and shall be enforceable against each Party in accordance with the terms herein.

30. **DEFENSE OF AGREEMENT AND WAIVER OF CLAIMS.**

30.1 Upon the City's request, Nor Am agrees to defend, at its expense, and with its choice of legal counsel, the City relative to any challenge to the validity of any provision of the Master Agreement and any attachments thereto. Notwithstanding the foregoing, the City would remain responsible for defending actions brought by third-parties arising from the City's application of the Master Agreement to a particular development application.

30.2 Nor Am acknowledges that it has done a thorough feasibility analysis of the development model that it has proposed and acknowledges that the City does not make any guarantees or warranties, express or implied with regards to the suitability for development of the Badger Mountain South property or the financial viability of the development that would occur pursuant to the Master Agreement. NorAm is relying on their own analysis of the market conditions and availability of infrastructure at an affordable cost and agrees that it will not bring a claim against the City if its economic expectations are not realized.

31. **EXHIBITS.**

31.1 The following are the Exhibits that are a part of the Master Agreement and are incorporated herein by reference:

Exhibit A	Legal Description for Badger Mountain South
Exhibit B	Environmental Mitigation Conditions
Exhibit C	Land Use Development Regulations (LUDR)
Exhibit D	Green Infrastructure
Exhibit E	Wine Village Conceptual Drawing
Exhibit F	Legal Description for South Orchard Park
Exhibit G	Legal Description for West Village Park
Exhibit H	Summary of Credits, Offsets, and Obligations
Exhibit I	Draft Memorandum of Agreement for recording

32. **NO PRESUMPTION OF DRAFTSMANSHIP BY EITHER PARTY.**

32.1 The Master Agreement has been reviewed and revised by both parties and has been the subject of public hearings. No presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of the Master Agreement.

33. **CAPTIONS.**

33.1 The captions are for ease of reference and are not considered substantive provisions of the Master Agreement, nor shall they be given any weight in determining the interpretation of any provision of the Master Agreement

34. **SEVERABILITY.**

34.1 If any provision of the Master Agreement is determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this Agreement not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect, subject to the provisions of paragraph 27.2.

34.2 If any provision or provisions of the Master Agreement are determined to be unenforceable, then the Parties agree to negotiate in good faith a substitute provision or provisions that would accomplish the intent and purpose of the invalid provision in a method and manner that would be legal.

34.3 In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of the this Agreement, or any subsequent action taken by the parties to implement the Master Agreement conditions, the Parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each Party shall select its own legal counsel, subject to the provisions of paragraph 27.4.

35. **AGREEMENT TO BE RECORDED.**

35.1 The parties shall sign the Memorandum of Agreement attached as Exhibit I and record it against the real property legally described in Exhibit A, as well as against each of the tax parcels within Bader Mountain South that exist on the Master Agreement Commencement Date. Nor Am shall pay the costs of recording.

36. **JURISDICTION AND VENUE.**

36.1 The Master Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party that the Master Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Master Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

37. **COOPERATION IN EXECUTION OF DOCUMENTS.**

37.1 The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Master Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters or in any way changes the terms of this Master Agreement.

38. **FINAL AND COMPLETE AGREEMENT.**

38.1 This Master Agreement constitutes the final and complete expression of the Parties on all subjects relating to the development of the Badger Mountain South development. This Master Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Master Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation. No Party is entering into this Master Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Master Agreement and the exhibits hereto.

CITY OF RICHLAND:

NOR AM INVESTMENT, LLC

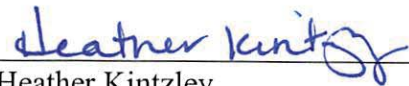
By: 
Cindy Reents, ICMA-CM
Its: City Manager

By: 
Lawrence J. White
Its: Manager

ATTEST:

By: 
 Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

By: 
Heather Kintzley
Its: City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Cindy Reents is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the City Manager of the City of Richland, a Washington chartered 1st Class City, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said office of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

Dated: Oct. 14, 2015



(Use this space for notarial stamp/seal)

Pamela Bykonen
(Signature of Notary)

Pamela Bykonen
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Pasco, WA 99301
My Commission Expires 9-15-18

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

I certify that I know or have satisfactory evidence that Lawrence J. White is the person who appeared before me, and he acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Nor Am Investment, LLC, a Washington limited liability corporation, and acknowledged it to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated: October 8, 2015



(Use this space for notarial stamp/seal)

Pamela Bykonen
(Signature of Notary)

Pamela Bykonen
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Pasco, WA 99301
My Commission Expires 9-15-18

**EXHIBIT A
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR BADGER MOUNTAIN SOUTH**

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;
EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465.

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;
Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;
thence South 77°57'14" East, 2389.11 feet;
thence South 83°23'24" East, 1450.14 feet;
thence South 48°00'49" East, 1013.41 feet;
thence South 28°44'51" East, 566.24 feet;
thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;
AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,
EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,
ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;
AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007, under Auditor's File No. 2007-013594, records of Benton County, Washington.

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County, Washington, lying Southerly and Westerly of the following described line:

Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

EXHIBIT B
To
MASTER AGREEMENT
ENVIRONMENTAL MITIGATION CONDITIONS

1. To mitigate potential **Erosion and Soil Stability** impacts during construction:
 - 1.1 Implement erosion control measures per City of Richland requirements.
Provide vegetative cover on exposed soils as soon as practicable following clearing and grading.
 - 1.2 Water exposed areas during construction in accordance with local air-quality agency requirements.
 - 1.3 Compact soils at densities appropriate for planned land uses.
2. To mitigate **Air Quality** impacts during construction, develop a dust control plan prior to construction and comply with applicable Benton County Clean Air Authority's Fugitive Dust standards.
3. To mitigate **Surface Water** impacts, use the Washington State Department of Ecology's Stormwater Management Manual for Eastern Washington for Hydrologic and Hydrology design. All stormwater improvements are identified, sized and related to development activity in identified basins. A treatment BMP shall be used for each entire pond basin or individual BMPs shall be used on a project by project basis.
4. To mitigate **Noise** impacts from construction, comply with existing city noise regulations.
5. To mitigate **Transportation** impacts the following mitigation measures will be taken:
 - 5.1 Traffic mitigation measures for the first 1000 PM peak hour trips is as follows (for transportation impact purposes this is known as Phase 1):
 - 5.1.1 Dallas Road
Phase 1 of the Badger Mountain Subarea is expected to add roughly 900 trips to Dallas Road just north of the I-82 ramps during the PM peak hour, and over 9,400 daily trips. While Dallas is currently a high speed, low-volume road with significant excess capacity, the additional volumes would require the roadway to be widened to a four-lane cross section between the site and the I-82 WB ramp intersection. Dallas Road north of the site should be adequate as a two-lane section.

Mitigation Trigger:
Lanes will be added when Dallas Road intersections require them due to LOS deficiencies. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.
 - 5.1.2 Dallas Road and Project Access
While the access configurations are not known at this time, some preliminary analysis indicates that a major project access could require dual left turn lanes for the westbound approach. Dallas Road would require left turn lanes at project entrances, and right turn lanes would be advisable.

Mitigation Trigger:

Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter. Specific site improvements will occur to meet the City of Richland's adopted LOS.

5.1.3 Dallas Road and I-82 EB Ramps

This intersection would see heavy delays for the left turn from the off ramp onto Dallas Road. MUTCD Warrant 3 is met for the PM peak hour. Recommended mitigation for this intersection is widening on Dallas Road for a left turn lane for the southbound to eastbound turn onto the on ramp. In addition, the eastbound off-ramp approach should be widened for a separate left turn lane. Finally, the intersection should be signalized.

Mitigation Trigger:

Turn lane improvements shall be made when at the 600 p.m. peak trip level and the traffic signal shall be installed at the 750 p.m. peak trip level.

5.1.4 Dallas Road and I-82 WB Ramps

While this intersection would meet MUTCD Warrant 3 for the PM peak hour, delays at this location would not be as severe as at the I-82 EB ramp intersection. Recommended improvements include a free right turn lane for the I-82 WB off ramp approach (this movement becoming the additional travel lane required on Dallas between I-82 and the project as listed above), and a free right turn drop lane for the turn from Dallas onto the NB on ramp. Finally, the eastbound Dallas approach should be widened for a left turn lane for the eastbound left turn onto the on ramp. This would be a continuation of the left turn lane widening for the EB ramp intersection (continuous 3-lane section for Dallas between the two ramp intersections, assuming adequate space is available under the I-82 overpass). This intersection should be monitored for signal warrants as the project develops.

Mitigation Trigger:

Improvements shall be constructed when at the 600 p.m. peak trip level. Further analysis of traffic signal warrants will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.5 Dallas Road and Badger Mountain Parkway

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets on Dallas Road. The intersection could operate adequately with stop control for Badger Mountain Parkway at roughly up to 60% of Phase 1 volumes, or 7.5% of full build out. At higher volumes, a signal should be considered to mitigate delays. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach.

Mitigation Trigger:

At the start of Phase 1, this intersection should have additional left turn lanes and right turn pockets. The intersection could operate adequately with stop control for Badger Mountain Parkway at up to the 600 p.m. peak trip level. At that level of development, a traffic signal shall be constructed. At full build out this intersection should be widened with separate lanes for all turning movements, and dual left turn lanes for the westbound approach. Further analysis will occur at the 1,000 p.m. peak trip level and every 500 p.m. peak trip level thereafter.

5.1.6 Queensgate Drive & I-182 EB Ramps

This intersection should perform adequately with project traffic assuming WSDOT improvements are in place.

5.1.7 Leslie Road & Badger Road

This intersection is to be reconstructed from its current all-way stop configuration to a roundabout, as listed in the City of Richland TIP. Performance at this intersection is expected to be adequate at LOS B.

5.2 Transportation Mitigation beyond Phase 1 of Badger Mountain South

Analysis of on-site mitigation improvements will be tied to each new 500 peak p.m. trips generated within in Badger Mountain South and as follows:

5.2.1 Badger Mountain Parkway

Badger Mountain Parkway will be completed at a rate that will cause full completion to occur on or before 50% development of the entire Badger Mountain South site, i.e., 10% of site development will trigger 20% of parkway to be completed.

5.2.2 Market Street

Market Street will be completed on or before 50% build out of the East Market neighborhood.

5.2.3 Orchard Green Parkway

Orchard Green Parkway will be completed on or before 50% build out of the South Orchard neighborhood.

5.2.4 Local and Collector Streets

Improvements within Badger Mountain South will be made on a project-specific basis to serve the project and foster connectivity within and among neighborhoods, using the road standards identified in the LUDR and providing two avenues of access to each residential structure.

5.3 For off-site improvements beyond Phase 1:

After the Phase 1 threshold has been reached, and the Phase 1 improvements constructed, a Traffic Impact Analysis (TIA) will be provided to the city by the master developer at every point when 500 p.m. peak hour trips are generated from the Badger Mountain South development. The analysis shall be made using the city's traffic impact formulas for general applicability throughout the city that are in effect at the time the need for the TIA is triggered. The master developer will pay its fair share of improvements that are identified in the TIA as being needed to mitigate the effects of the additional 500 p.m. peak hour trips. The fair share payment shall be paid within 30 days after the city's acceptance of the TIA.

6. To mitigate **Potable Water** impacts the following mitigation measures will be taken:

6.1 Service to Badger Mountain South will require both on-site and off-site water system improvements.

6.2 A list of all of the proposed improvements is as follows:

- Approximately 1.0 Million gallons of water storage facilities located on the west side of Badger Mountain

New Tapteal 4 Pump Station located near the west end of the existing City distribution system.

Approximately 1.0 Million gallons of water storage facilities located on the east side of Badger Mountain

- New Tapteal 4 Pump Station located near the end of Meadow Hills Drive
- Two wholesale water distribution connections from the City's water system to the BMID distribution system.

- Approximately 2,300 lineal feet of 20" water mains, 600 feet of which is within Badger Mountain South and 1,700 feet off-site.

- Approximately 40,700 lineal feet of 16" water mains, of which 25,000 lineal feet is within Badger Mountain South, 10,500 feet is off site but intended to serve Badger Mountain South, and 5,200 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.

- Approximately 39,300 lineal feet of 12" water mains, of which 23,000 lineal feet is within Badger Mountain South, 5,500 feet is off site but intended to serve Badger Mountain South, and 10,800 feet is off site and principally intended to serve the Wilson properties, as identified in the BMS SubArea Plan.

- Approximately 6 Pressure Reducing Valves (PRV's) to maintain separation between BMID Zone 1 and BMID Zone 3.

Upstream improvements to the pumps and pipes in Tapteal 1, 2 and 3 as identified in the City's water model.

6.3 Improvements will be constructed in phases as development progresses. All proposed improvements will be designed and constructed in accordance with the City of Richland standards.

6.4 Additional techniques will be used to reduce water consumption overall in the development of the Badger Mountain South master planned community. First, incorporating the use of xeriscaping techniques including the use of native and other drought tolerant plants that have adapted to dry conditions and require less water once established. Second, residential and commercial structures will include low-flow and water-efficient appliances. Developers of commercial structures will be encouraged to consider the use of "green roofs" or "cool roofs" on their buildings. All private homeowners associations will be provided education materials for their membership that identifies household water conservation methods.

7. To mitigate **Sanitary Sewer** impacts the following mitigation measures will be taken: The Badger Mountain South development will require 10 different capital improvements to mitigate the impacts to the City of Richland's current sewer system. The need for these improvements is triggered by the addition of new customers to the sewer system. Each project as identified below is triggered by a different number of equivalent residential units (ERU's). One ERU is defined as 200 gallons per day. Capital improvement projects were identified for

all offsite improvements and for all on-site improvements resulting in a sewer pipe diameter of 10" or larger. Following are the capital improvements:

7.1 On-site improvements include 3,000 lineal feet of new 15" sewer that conveys flows from the West Vineyard and West Village Basins to the Badger West Lift Station. Off-site improvements include 15,000 lineal feet of new 10" forcemain (or equivalent) to convey flows from the Badger West Lift Station to the west end of Strawberry Roane Lane in the Country Ridge Subdivision. The need for this project is triggered by development in the Badger West Basin.

7.2 On-site improvements include the Badger East Lift Station, approximately 6,900 lineal feet of 8" forcemain (or equivalent), and 4,200 lineal feet of new 10", 15", and 18" sewers. The need for this project is triggered by development in the Badger East Basin.

7.3 On-site improvements include 2,600 lineal feet of new 10" sewer and 1,900 lineal feet of new 12" sewer that convey flows from Wilson/Other Basin A, East Garden Basin, East Market Basin, and South Orchard Basin towards the Badger East Lift Station. The need for this project is triggered by development within tributary basins.

7.4 On-site improvements include 3,300 lineal feet of new 10" sewer that conveys flows from Wilson/Other Basin A towards the Badger East Lift Station. The need for this project is triggered by development within the Wilson Basin A.

7.5 Off-site improvements include 3,000 lineal feet of new 8" sewers to serve the Wilson/Other Basin B. The need for this project is triggered by development within Wilson Basin B.

7.6 Off-site improvements include the upsizing of 2,450 lineal feet of existing 8" sewers to 12", 18", and 21" sewers. The need for this project is triggered by the construction of 1,100 ERU's within the Badger Mountain Subarea.

7.7 Off-site improvements include the upsizing of 1,850 lineal feet of existing 8" sewers to 15", 18", and 21" sewers. The need for this project is triggered by the construction of 1,700 ERU's within the Badger Mountain Subarea.

7.8 Off-site improvements include the upsizing of 3,600 lineal feet of existing 12" sewers to 15", 18", 21", and 24" sewers. The need for this project is triggered by the construction of 2,000 ERU's within the Badger Mountain Subarea.

7.9 Off-site improvements include the upsizing of 3,700 lineal feet of existing 8" sewers to 12", 15", 18", & 21" sewers. The need for this project is triggered by the construction of 2,100 ERU's within the Badger Mountain Subarea.

7.10 Off-site improvements include the upsizing of 1,000 lineal feet of existing 15" and 21" sewers to 18", 24", & 27" sewers. The need for this project is triggered by the construction of 7,4 ERU's within the Badger Mountain Subarea.

8. To mitigate **Life Safety Services** impacts the following mitigation measures will be taken:

8.1 Two avenues of access will be provided to each residential structure to allow life-safety access.

8.2 All single family and duplex residential structures shall be constructed with a sprinkler system that meets NFPA standard 13-D.

8.3 A two-acre site for a new fire station facility will be dedicated in Badger Mountain South upon the city's determination that a new fire facility is needed.

9. To mitigate **Electrical Services** impacts the following mitigation measures will be taken:

9.1 A site up to two-acres in size and located in the northwest corner of Badger Mountain South, and adjacent to I-82, will be dedicated upon the city's determination that a new substation facility is needed.

9.2 Additional energy conservation measures are required for all development including:

- Achieve Energy Star certification applicable for the year of construction.
- Include passive and/or active means of allowing for both solar gain where used for passive solar heating as well as shading protection from unwanted solar gain.
- Include building space, conduits and roof support for future addition of solar hot water and PV systems on every building.
- Meet ANSI/ASHRAE/IESNA standards for all exterior lighting (Dark Sky Standards).
- Within residential structures, reduce energy demand for domestic hot water through the installation of either a solar hot water system or an on-demand hot water system.

10. To mitigate **Carbon Footprint** impacts the following mitigation measures will be taken:

10.1 Create development densities that support transit, walking and bicycling to reduce VMT and direct and indirect emissions from reduced parking facilities.

10.2 Develop with compact building design and mixed uses to reduce onsite fuel combustion emissions and purchased electricity consumption.

10.3 Require the planting of new street trees, establishing new greenways, and require solar-readiness in all development to reduce onsite fuel combustion emissions and purchased electricity plus enhance carbon sink.

10.4 Require the use of water conserving fixtures that exceed building code requirements and use drought-tolerant landscaping to reduce water consumption.

10.5 Require the use of low-VOC paints and building materials in all development to reduce fugitive emissions and indirect emissions.

10.6 Develop as a walkable and sustainable community in order to reduce sprawl and direct and indirect VMT.

11. To mitigate **School** impacts the following mitigation measures will be taken:

11.1 The school sites identified in the LUDR land use map as school sites and that are currently within the Richland School District, are intended to be used for the construction of two elementary schools and a middle school. By making these sites available for acquisition for the construction and operation of schools for the children intended to live within Badger Mountain South and the Richland School District (RSD) boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites (Kennewick School District has already acquired a site from Nor Am that is located within Badger Mountain South as well as

in the Kennewick School District that will service the children within Badger Mountain South if and when a school is constructed on the site). The sites within the Richland School District that are identified as school sites shall remain available for acquisition by the Richland School District, or such other entity as is authorized by the State of Washington to operate an elementary school or middle school, until such time as Nor Am provides a census of the students living in the area with BMS and the RSD that shows there are currently children residing in that area that would reach 80 percent of the capacity of the average design capacity for then existing Richland School District Middle schools, in case of the Middle School site, and elementary schools in case of an elementary school site, not including portables. Nor Am will then give the Richland School District notice, with a copy to the City, of the census results, and the RSD, or such other entity as is authorized by the State of Washington to operate an elementary school, or middle school, shall then have two years to purchase the school site. The purchase price for the RSD shall not be more than the fair market value of the property at the time the census is provided to the RSD. If the RSD, or another entity authorized by the State of Washington to operate an elementary school or middle school, does not purchase the property within the two year period, then Nor Am may sell and/or develop the applicable school site for which the census applied, either for school purposes, or any other use permitted in the BMS-NG district or the Civic District.

11.2 The school site identified in the LUDR land use map as school site and that is currently within the Kennewick School District is intended to be used for the construction of an elementary school. By making this site available for acquisition for the construction and operation of a school for the children intended to live within Badger Mountain South and the Kennewick School District boundaries Nor Am has adequately mitigated the impacts of the Badger Mountain South development for school sites within the Kennewick School District. The Kennewick School District has already acquired the site from Nor Am.

END OF MITIGATION CONDITIONS.

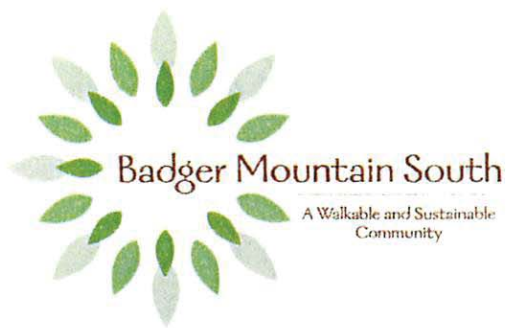
**EXHIBIT C
TO
MASTER AGREEMENT
LAND USE DEVELOPMENT REGULATIONS (LUDR)**

Exhibit C is a Separate Document Entitled:

Land Use & Development Regulations
With an Issue Date of: December 7, 2010

The cover page of which has been signed by the City Manager.
That document is incorporated by reference.

**EXHIBIT D
TO
MASTER AGREEMENT
GREEN INFRASTRUCTURE**



**Green Infrastructure Improvements
5,000 Residential Units**

*Note – Primary & Secondary Trail segments within the Neighborhoods will be constructed in association with adjacent street improvements

1. Badger Mountain Hub

Improvements

- 5,500 LF – Urban Trail (to be designed and constructed as part of the Destination Retail development)
- 2,900 LF – Secondary Trail
- 3,500 LF - Greenbelt

2. West Vineyard Neighborhood – 900 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #4	45 RU
○ Local Park #2 – Phase 1	110 RU
○ 1,800 LF – Primary Trail 1,800 LF Greenbelt	75 RU
○ 3,000 LF – Primary Trail 3,000 LF Greenbelt	120 RU
○ Local Park #3	65 RU
○ 1,800 LF – Primary Trail 1,800 LF - Greenbelt 600 LF – Secondary Trail	75 RU
○ The Reserve: 1/4 of Landscape Improvements 4,400 LF – Primary Trail 800 LF – Secondary Trail	150 RU
○ Local Park #2 – Phase 2	200 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	900 RU

Note: Neighborhood Park #1 will be developed as a community-wide facility as part of the East Garden neighborhood.

3. West Village Neighborhood – 1,320 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #3	45 RU
○ Village Green	235 RU
○ Median Park 1,400 LF – Secondary Trail	65 RU
○ Local Park #1 1,800 LF Primary Trail 1,800 LF – Greenbelt	130 RU
○ The Ravine: Landscape Improvements 2,700 LF – Primary Trail	80 RU
○ Local Park #2	50 RU
○ 4,000 LF – Primary Trail 4,000 LF - Greenbelt	150 RU
○ 2,800 LF – Primary Trail 2,800 LF – Greenbelt	105 RU
○ The Reserve: ½ of Landscape Improvements Open Play Field 5,000 LF – Primary Trail 2,000 LF – Secondary Trail Dog Park	310 RU
○ The Ravine: 6,900 LF – Secondary Trail Site Furnishings Multi-Station Exercise Course	65 RU
○ <u>Block Parks (to be distributed) – 2.7 Acres</u>	85 RU
	1,320 RU

4. East Garden Neighborhood – 870 RU

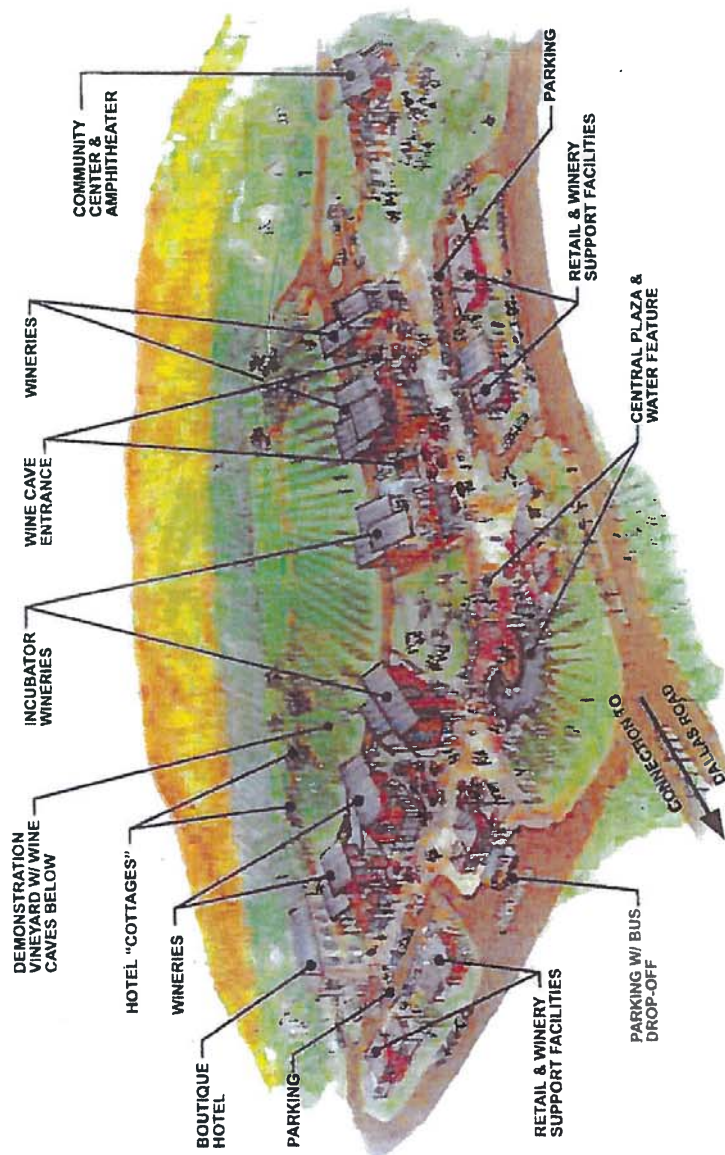
Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	45 RU
○ 1,500 LF – Primary Trail 1,750 LF – Secondary Trail 3,250 LF – Greenbelt	100 RU
○ Local Park #1 (West Vineyard)	300 RU
○ The Reserve: 1/4 of Landscape Improvements 5,000 LF – Primary Trail 1,400 LF Secondary Trail (3) Picnic Areas	210 RU
○ Local Park #1	120 RU
○ 2,300 LF - Secondary Trail 2,300 LF – Greenbelt 650 LF – Equestrian Trail	35 RU
○ <u>Block Parks (to be distributed) – 1.8 Acres</u>	60 RU
	870 RU

5. East Market Neighborhood – 1,150 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #1 (w/Public Library)	50 RU
○ Median Park 1,900 LF – Secondary Trail	75 RU
○ Farmers Market Plaza Local Park #2	65 RU
○ The Reserve: Activity Courts & Sand Volleyball 3,100 LF – Secondary Trail Site Furnishings Children’s Playground	250 RU
○ Local Park #3	120 RU
○ 2,400 LF – Primary Trail 2,400 LF – Greenbelt	100 RU
○ The Orchard Green: 5,000 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Community Garden w/Orchard 3,300 LF – Equestrian Trail Water Feature	400 RU
○ <u>Block Parks (to be distributed) – 2.3 Acres</u>	90 RU
	1,150 RU

6. South Orchard Neighborhood – 760 RU

Improvements	RU – Residential Unit Non-Sequential Trigger
○ Local Park #2	40 RU
○ 2,500 LF – Primary Trail 2,500 LF – Secondary Trail 5,000 LF – Greenbelt	140 RU
○ Local Park #1	230 RU
○ 2,000 LF – Primary Trail 2,000 LF – Secondary Trail 4,000 LF - Greenbelt	90 RU
○ 2,800 LF – Secondary Trail 4,200 LF – Greenbelt	50 RU
○ The Orchard Green: 5,300 LF – Primary Trail 2,700 LF – Secondary Trail 1/2 of Landscape Improvements Open Play Field Dog Park (3) Picnic Areas Site Furnishings	160 RU
○ <u>Block Parks (to be distributed) – 1.4 Acres</u>	50 RU
	760 RU



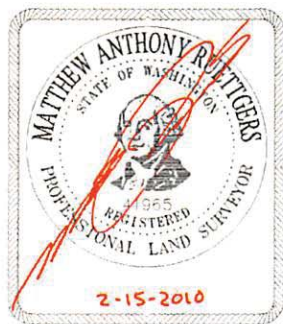
JUNE 7, 2000

BADGER MOUNTAIN SOUTH: A WALKABLE AND SUSTAINABLE COMMUNITY

**EXHIBIT F
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR SOUTH ORCHARD PARK**

A portion of the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the centerline, centerline intersection of Reata Road and Badger Mountain Parkway, as shown on the Plat of Reata Ridge; thence North $00^{\circ}11'38''$ West - 230.34 feet, on the centerline of said Badger Mountain Parkway to a point of curve; thence continuing on said centerline 305.38 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $29^{\circ}09'41''$, and chord bears North $14^{\circ}46'29''$ West - 302.09 feet to its intersection with the centerline of Country Club Way; thence continuing on said Badger Mountain Parkway centerline, 50.15 feet on the arc of a 600.00 foot radius curve to the left, whose central angle is $04^{\circ}47'20''$, and chord bears North $31^{\circ}45'00''$ West - 50.13 feet to the terminus point of said centerline, lying on the Northerly boundary of the Plat of Reata Ridge; thence 21.43 feet on the curve of a 600.00 foot radius curve to the left, whose central angle is $02^{\circ}02'45''$, and chord bears North $35^{\circ}10'02''$ West - 21.42 feet to a point of reversing curve; thence 12.56 feet on the arc of a 600.00 foot radius curve to the right, whose central angle is $01^{\circ}11'59''$, and chord bears North $35^{\circ}35'25''$ West - 12.56 feet to a point of tangent; thence North $34^{\circ}59'26''$ West - 758.34 feet to a point; thence South $55^{\circ}00'34''$ West - 193.78 feet to a point of curve; thence 60.73 feet on the arc of a 100.00 foot radius curve to the right, whose central angle is $34^{\circ}47'51''$, and chord bears South $72^{\circ}24'30''$ West - 59.80 feet to a point of tangent; thence South $89^{\circ}48'25''$ West - 953.46 feet; thence North $00^{\circ}11'35''$ West 37.50 feet to a point; thence 400.68 feet on the arc of a 462.50 foot radius curve to the right, whose central angle is $49^{\circ}38'14''$, and chord bears North $65^{\circ}22'28''$ West - 388.27 feet to a point; thence North $40^{\circ}33'21''$ West - 125.84 feet to a point; thence North $49^{\circ}26'39''$ East - 650.33 feet to the **True Point of Beginning**; thence continuing North $49^{\circ}26'39''$ East - 526.94 feet to a point of curve; thence 87.07 feet on the arc of a 289.00 foot radius curve to the left, whose central angle is $17^{\circ}15'47''$, and chord bears North $40^{\circ}48'46''$ East - 86.75 feet to a point; thence South $72^{\circ}51'37''$ East - 52.28 feet to a point of curve; thence 37.82 feet on the arc of a 125.00 foot radius curve to the left, whose central angle is $17^{\circ}20'02''$, and chord bears South $81^{\circ}31'37''$ East - 37.67 feet to a point; thence North $89^{\circ}48'22''$ East - 192.13 feet to a point; thence South $00^{\circ}11'38''$ East - 515.92 feet to a point; thence South $89^{\circ}48'22''$ West - 626.83 feet to a point; thence North $40^{\circ}33'21''$ West - 171.21 feet to the True Point of Beginning, and the terminus point of this description. All lying in the Northeast, Southeast, Southwest, and Northwest $\frac{1}{4}$ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 6.59 acres, more or less.



**EXHIBIT G
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR WEST VILLAGE PARK**

A portion of the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

Commencing at the Southeast corner of said Section 32; thence North $02^{\circ}33'53''$ East, 1006.14 feet on the East line of said section to a point; thence leaving said East line, South $89^{\circ}08'34''$ West, 360.64 feet to the **True Point of Beginning**; thence South $89^{\circ}08'34''$ West, 754.23 feet to a point; thence North $00^{\circ}51'26''$ West, 771.80 feet to a point; thence South $89^{\circ}08'34''$ West, 671.21 feet to a point; thence North $00^{\circ}51'26''$ West, 418.20 feet to a point; thence North $89^{\circ}08'34''$ East, 189.80 feet to a point of tangent curve; thence 535.62 feet on the arc of a 500.00 foot radius curve to the left, whose central angle is $61^{\circ}22'37''$, and chord bears North $58^{\circ}27'15''$ East, 510.37 feet to a point; thence North $27^{\circ}45'57''$ East, 119.63 feet to a point; thence South $62^{\circ}14'11''$ East, 4.57 feet to a point of tangent curve; thence 1047.86 feet on the arc of a 2061.00 foot radius curve to the right, whose central angle is $29^{\circ}07'50''$, and chord bears South $47^{\circ}40'15''$ East, 1036.61 feet to a point of reversing curve; thence 187.97 feet on the arc of a 939.00 foot radius curve to the left, whose central angle is $11^{\circ}28'11''$, and chord bears South $38^{\circ}50'26''$ East, 187.66 feet to a point; thence South $45^{\circ}25'28''$ West, 188.03 feet to a point; thence South $00^{\circ}51'26''$ East, 566.00 feet to the **True Point of Beginning**. All lying in the Southeast $\frac{1}{4}$ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 30.07 acres, more or less.

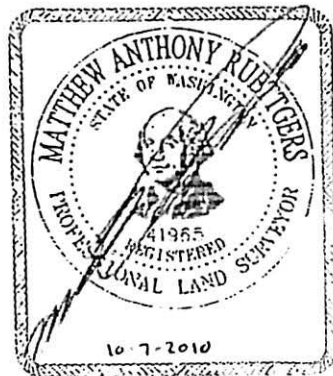
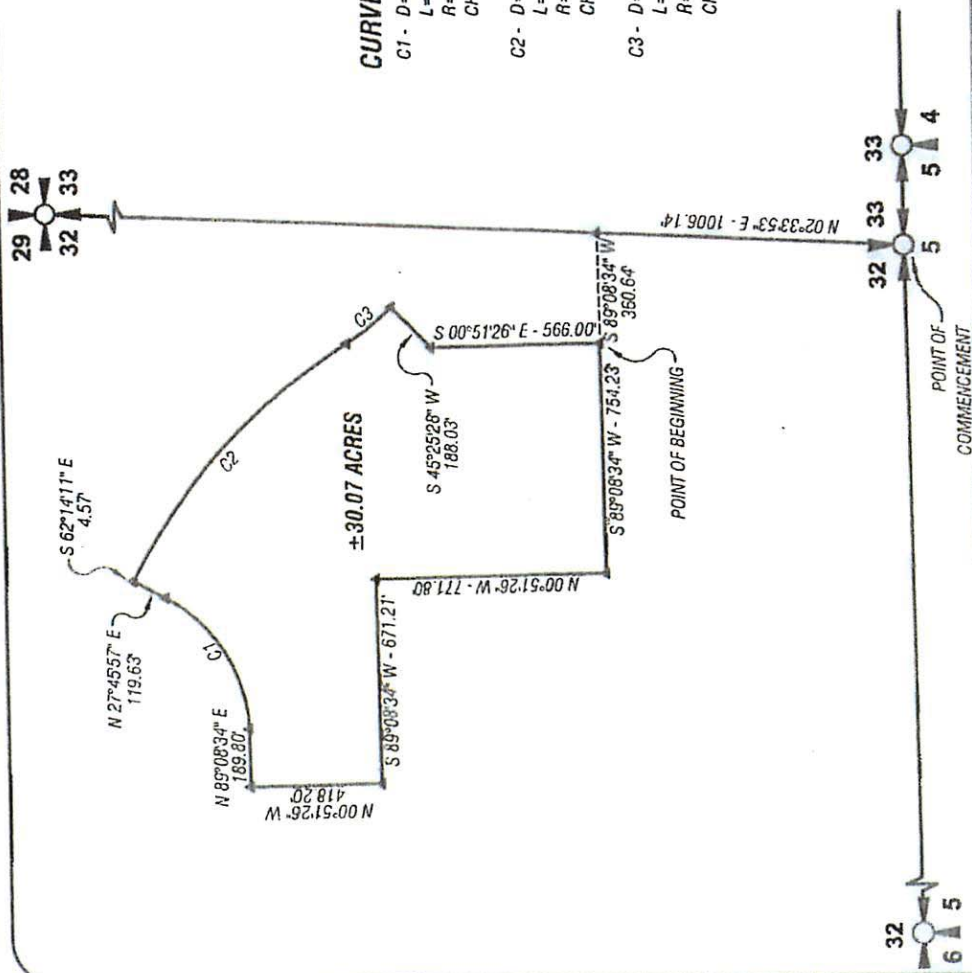


EXHIBIT G - PAGE 2
PARK PROPERTY PICTORIAL ILLUSTRATION
 LOCATED IN SE 1/4 OF SECTION 32,
 TOWNSHIP 9 NORTH, RANGE 28 EAST,
 W.M., BENTON COUNTY, WASHINGTON



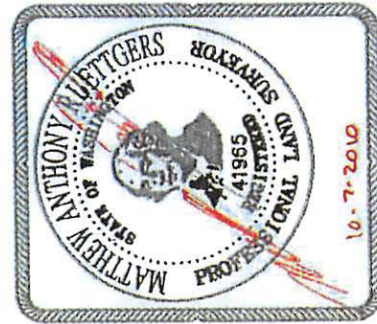
CURVE TABLE:

- C1 - D=61°22'37"
 L=535.62'
 R=500.00'
 CH=N 58°27'15" E - 510.37'
- C2 - D=29°07'50"
 L=1047.86'
 R=2061.00'
 CH=S 47°40'15" E - 1036.61'
- C3 - D=11°28'11"
 L=187.97'
 R=939.00'
 CH=S 38°50'28" E - 187.66'

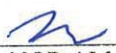
NOT TO SCALE

LEGEND:

- ▲ CALCULATED POINT



 PacWest Engineering, LLC 10209 Bridgeport Way SW, Suite C-1 Lakewood, Wa. 98499 Phone (253) 830-5960 Fax (253) 830-5999	DWG: 07-540KSD.DWG
	DATE: 10-07-2010
	PROJECT: 07-540

 RICHLAND
 NOR AM

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

Nor Am Obligations	Master Agreement Section Reference
1. Design, construct and dedicate to the City, off site water and sewer lines needed to bring sewer capacity to the site and create sufficient water supply to insure fire flow.	Section 13
2. Unless otherwise provided, design, construct and dedicate to the service provider, all onsite infrastructure needed to support the planned development.	Sections 10, 13 and 19
3. Convey to the City one community park site of approximately 30 acres, and one neighborhood park site of approximately 5 acre. City will pay half the closing costs and grant a future park impact fee credit equal to pre-development value of the land.	Section 17
4. Construct and convey to the City a class one backbone trail of approximately 2 ¾ miles which connects neighborhoods, parks with the City wide trail system.	Section 17
5. Convey to the City other sites necessary to support the development of the project including streets, utility easements, an electrical sub-station site and a fire station site.	Section 18
6. Fund a Master Agreement Administrator who will be responsible for coordinating onsite development, insuring compliance with the LUDR, orderly extension of infrastructure and the timely development of required mitigation measures.	Sections 24 and 25
7. Require development within BMS to comply with all conditions of the Master Agreement including the LUDR, environmental mitigation conditions and the "Green Infrastructure Improvements".	Section 8
8. Monitor traffic and sewer flows to determine when mitigation measures are required and pay their pro-rata share of required off-site improvements.	Section 14
9. Maintain open spaces, non –City trails, and other community facilities, until such time the City deem the homeowners' association to have sufficient revenues to assume this responsibility.	Section 20

**EXHIBIT H
TO MASTER AGREEMENT
SUMMARY OF CREDITS, OFFSETS AND OBLIGATIONS**

City of Richland Obligations	Master Agreement Section Reference
1. Reimburse Nor Am for the cost of designing and constructing offsite improvements necessary to provide fire flow for the site and that portion of offsite sewer improvements needed to support commercial development near the Dallas Road interchange. The reimbursement shall occur at a rate equal to 50% of any surplus revenues generate from the project in excess of the City's cost to provide services.	Section 15
2. Construct a Community Park (30 acres) in phases based on number of residential building permits issued.	Section 17.5
3. Construct a Neighborhood Park (6 acres) in phases based on number of residential building permits issued.	Section 17.6
4. Accept into the City's trail system a backbone trail constructed by NorAm of approximately 2 ¾ miles in length.	Section 17
5. Place public improvements needed for BMS in the City's Capital Facilities plan, and Transportation Improvement Plan to insure eligibility for potential grants.	Sections 17 and 19
6. Use the approved EIS to determine mitigation measures which must be constructed with each development project within BMS.	Section 9
NorAm and City of Richland Joint Obligations	
1. Implement the standards contained in the Land Use and Development Regulations.	Section 10
2. Use best efforts to negotiate new service agreements with Benton PUD and BMID that insure electric and water service is obtained in a timely and cost-effective manner for the build-out of the project.	Section 12
3. Work with the Port of Kennewick to jointly fund the public elements of the proposed Wine Village.	Section 16

EXHIBIT I
To
MASTER AGREEMENT
DRAFT MEMORANDUM OF AGREEMENT FOR RECORDING

RECORDED AT THE REQUEST OF:
AND AFTER RECORDING RETURN TO:

Thomas O. Lampson
City Attorney
City of Richland
975 George Washington Way
P.O. Box 190 MS-07
Richland, WA 99352

MEMORANDUM OF MASTER AGREEMENT

1. This Memorandum of Master Agreement is made by and between the CITY OF RICHLAND, a Washington municipal corporation, whose address is P.O. Box 190, Richland, Washington 99352 and NOR AM INVESTMENT, LLC, a Washington limited liability company whose address is 12513 Avenue DuBois, Lakewood, Washington 98498.

2. Agreements and the Property Affected.

2.1 The parties hereto entered into an agreement dated December 7, 2010, entitled "Agreement Between the City of Richland and Nor Am Investment, LLC Regarding the Community Known as Badger Mountain South" (the "Master Agreement"). The real

MEMORANDUM OF MASTER AGREEMENT
PAGE 1 OF 6



RICHLAND



NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-1 OF 6

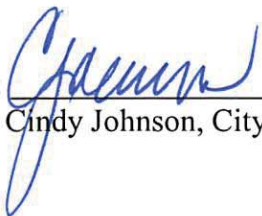
property affected by the Master Agreement is identified by Benton County Assessor's Tax Parcel Numbers 104881000001000, 104884030009000, 104884030010000, 104881000002006, 104884000001003, 129982000001000, 131981000001000, 132981000002001, 132981000002002, and 133983000001000; and is legally described in Exhibit "A" attached hereto ("Subject Property"). The term of the Master Agreement is for twenty years, commencing on the 9 day of February, 2011, and continuing through and including 8 day of February, 2031.

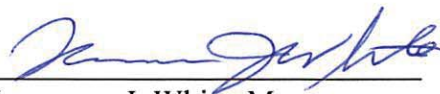
2.2 The Master Agreement referenced in paragraph 2.1 is a binding agreement that affects the right to develop the Subject Property. The Master Agreement is a public document on file with the City Clerk of the City of Richland, Washington and was approved by the City Council with the adoption of Resolution No. 77-10. The Master Agreement should be reviewed before purchasing any of the Subject Property.

3. The parties hereto have executed this Memorandum of Agreement this 9 day of February, 2011.

THE CITY OF RICHLAND

NOR AM INVESTMENT, LLC

By: 
Cindy Johnson, City Manager

By: 
Lawrence J. White, Manager

STATE OF WASHINGTON | ss.

MEMORANDUM OF MASTER AGREEMENT
PAGE 2 OF 6


RICHLAND

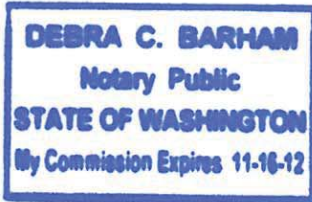

NOR AM

EXHIBIT I TO MASTER AGREEMENT
PAGE I-2 OF 6

COUNTY OF BENTON

On this day personally appeared before me Cindy Johnson, to me known to be the individual described in and who executed the within and foregoing instrument in her capacity as City Manager for the CITY OF RICHLAND, and acknowledge that she signed the same as her free and voluntary act and deed in the capacity herein stated, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~, 2010. ^{FEBRUARY 2011}



Debra C. Barham
(Signature of Notary) DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

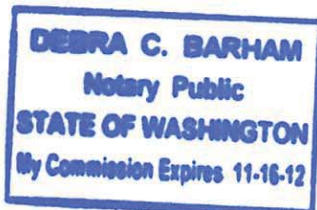
STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

On this day personally appeared before me Lawrence J. White, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledge that he signed the same as his free and voluntary act and deed in his capacity as Manager of NOR AM INVESTMENT, LLC, a Washington limited liability company, for the uses and purposes therein mentioned.

Dated this 9 day of ~~December~~, 2010. ^{FEBRUARY 2011}



Debra C. Barham
(Signature of Notary)
DEBRA C. BARHAM
(Legibly Print or Stamp Name of Notary)
Notary public in and for the State of Washington,
residing at BENTON COUNTY
My appointment expires 11/16/12

MEMORANDUM OF MASTER AGREEMENT
PAGE 3 OF 6

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EXHIBIT I TO MASTER AGREEMENT
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EXHIBIT A
TO
MEMORANDUM OF MASTER AGREEMENT

Parcel "A":

The East half of the East half of Section 31, Township 9 North, Range 28 East, W.M., Benton County, Washington;

EXCEPT that portion described as follows:

The Southwest corner of the Southeast quarter of the Southeast quarter being the True Point of Beginning;

Thence East along the South line thereof 360.00 feet;

Thence Northwesterly in a straight line to a point on the West line of said Southeast quarter of the Southeast quarter, a distance of 360.00 feet North of the Southwest corner thereof;

Thence Southerly along said West line 360.00 feet to the True Point of Beginning;

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778, 92-16779, 93-1864, and 93-1871.

Parcel "B":

All of Section 32, Township 9 North, Range 28 East, W.M., Benton County Washington;

EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit Claim Deed, recorded October 10, 1968, under Auditor's File No. 595151, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
PAGE 4 OF 6



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EXHIBIT I TO MASTER AGREEMENT
PAGE I-4 OF 6

AND EXCEPT that portion thereof lying Southerly and Westerly of the State Highway right-of-way.

AND EXCEPT State Highway right-of-ways;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File No's. 92-16778 and 92-16779;

AND ALSO EXCEPT any portion lying within Short Plat 2465. Exhibit A to Master Agreement Page A-2 of 3

Parcel "C":

Section 33, Township 9 North, Range 28 East, W.M., Benton county, Washington, EXCEPT that portion thereof lying Northerly and Easterly of the following described line:

Beginning at the Northwest corner of said section;

Thence South 02°34'20" West, 1330.20 feet along the West line of said section to the True Point of Beginning;

thence South 77°57'14" East, 2389.11 feet;

thence South 83°23'24" East, 1450.14 feet;

thence South 48°00'49" East, 1013.41 feet;

thence South 28°44'51" East, 566.24 feet;

thence North 88°55'28" East, 380.42 feet to the East line of said section and the terminus of said line, said point bears South 00°45'19" West, 3237.80 feet from the Northeast corner of said section.

(Also known as Tract 4 of Survey recorded August 31, 1998, under Recording No. 1998-025706, records of Benton County, Washington.)

EXCEPT State Highway right-of-way;

AND EXCEPT those portions acquired by the State of Washington under eminent domain proceedings filed in Benton County Superior Court Cause No. 82-2-00869-6;

Parcel "D":

Section 4, Township 8 North, Range 28 East, W.M., Benton County, Washington,

EXCEPT that portion lying within the plat of EL RANCHO REATA NO. 3, according to the Plat thereof recorded in Volume 12 of Plats, Page 42, records of Benton County, Washington,

ALSO EXCEPT State highway right-of-way conveyed under Recording No. 870597, records of Benton County, Washington;

MEMORANDUM OF MASTER AGREEMENT
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EXHIBIT I TO MASTER AGREEMENT
PAGE I-5 OF 6

AND EXCEPT that portion lying southerly of the Reata Road right of way
AND EXCEPT that portion lying within the Plat of REATA RIDGE
AND EXCEPT the South 420 feet of the Southeast quarter thereof;
AND ALSO EXCEPT that portion conveyed to Benton County by deed recorded May 1, 2007,
under Auditor's File No. 2007-013594, records of Benton County, Washington. Exhibit A to
Master Agreement Page A-3 of 3

Parcel "E":

That portion of Section 29, Township 9 North, Range 28 East, W.M., Benton County,
Washington, lying Southerly and Westerly of the following described line:
Beginning at the Southwest corner of said Section 29;
Thence South 89°23'44" East 1154.11 feet along the South line of said Section to the True
Point of Beginning;
Thence North 00°38'28" West, 310.56 feet;
Thence South 89°21'30" West, 1103.84 feet to the East line of Dallas Road and the terminus of
said line.
EXCEPT the West 40 feet for County Road right-of-way;
AND EXCEPT that portion deeded to the County of Benton, State of Washington, under Quit
Claim Deed, recorded February 13, 1979, under Auditor's File No. 783437, records of Benton
County, Washington;
AND EXCEPT State Highway right-of-way;
AND EXCEPT that portion conveyed to Benton County for road purposes under Auditor's File
No's. 92-16778 and 92-16779;
AND ALSO EXCEPT those portions acquired by the State of Washington under eminent
domain proceedings filed in Benton County Superior Court Cause No. 82-2-00889-6;

Parcel "F":

Tracts "C" & "D" of the plat of Reata Ridge, according to the Plat thereof recorded in Volume
15 of Plats, Page 389, records of Benton County, Washington.

MEMORANDUM OF MASTER AGREEMENT
PAGE 6 OF 6



RICHLAND



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EXHIBIT I TO MASTER AGREEMENT
PAGE I-6 OF 6

RESOLUTION NO. 117-15

A RESOLUTION of the City of Richland authorizing amendments to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the Badger Mountain South Master Planned Community.

WHEREAS, RCW 36.70B.170-200 authorizes the City to enter into development agreements by resolution or ordinance that set forth the development standards and other provisions that shall apply to and govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement; and

WHEREAS, the City previously entered into a Master Agreement with Nor Am Investment LLC, through the adoption of Resolution No. 77-10 to govern the development of Badger Mountain South, a master planned community of 1480 acres located within the City of Richland; and

WHEREAS, the intent of the proposed Master Agreement is to (1) further the goals and policies of the City's comprehensive plan; (2) provide mechanisms to assure that the public health and safety is protected while having growth pay for growth; (3) provide adequate space for elementary and middle schools so that the affected school districts can place schools in the areas in which the need will be generated; (4) create a new tourist destination and freeway oriented development to capture additional tax revenue for the City; (5) provide for public investment to stimulate the economy while assuring that development occurs in a financially responsible manner that does not adversely impact the City's financial integrity; (6) stimulate economic development within the City by creating areas for business development and expansion; (7) create a viable walkable community with standards designed to meet sustainability goals; (8) provide a broad range of housing types; (9) provide recreational opportunities within close proximity to housing; (10) provide for expedited permit processing while assuring adequate public input and mitigation of environmental impacts and (11) provide flexibility in uses and timing of development to accommodate market trends and conditions; and

WHEREAS, the City Council held a legally advertised public hearing to consider the proposed amendments to the Master Agreement on March 3, 2015; and

WHEREAS, the City Council recognizes that changes to the Master Agreement are necessary and desirable to provide additional flexibility and to reflect changed circumstances that have occurred over the past five year period;

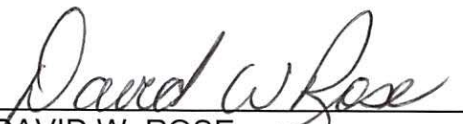
WHEREAS, the City Council finds that the proposed amendments to the Master Agreement do not detract from the overall intent or purpose of the agreement;

WHEREAS, the Final Supplemental Environmental Impact Statement for the Badger Mountain Subarea Plan, dated August 23, 2010 has been adopted in fulfillment of the provisions of the State Environmental Policy Act.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland, Washington, that the City Council accepts the proposed changes to the Master Agreement between the City of Richland and Nor Am Investment, LLC regarding the community known as Badger Mountain South and authorizes and directs the City Manager to execute the Master Agreement on behalf of the City.

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

PASSED by the City Council of the City of Richland at a regular meeting on the 16th day of June, 2015.



DAVID W. ROSE
Mayor

ATTEST:



MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:



HEATHER KINTZLEY
City Attorney

Chapter 19.50

CONSISTENCY WITH DEVELOPMENT REGULATIONS AND SEPA

Sections:

19.50.010 Determination of consistency.

19.50.020 Initial SEPA analysis.

19.50.030 Categorically exempt and planned actions.

19.50.010 Determination of consistency

A. Purpose. When the city receives a project permit application, consistency between the proposed project and the applicable regulations and comprehensive plan should be determined through the process in this chapter and the city's adopted SEPA ordinance, Chapter 22.09 RMC.

B. Consistency. During project permit application review, the city shall determine whether the items listed in this subsection are defined in the development regulations applicable to the proposed project. In the absence of applicable development regulations, the city shall determine whether the items listed in this subsection are defined in the city's adopted comprehensive plan. This determination of consistency shall include the following:

1. The type of land use permitted at the site, including uses that may be allowed under certain circumstances, if the criteria for their approval have been satisfied;
2. The level of development, such as units per acre, density of residential development in urban growth areas, or other measures of density;
3. Availability and adequacy of infrastructure and public facilities identified in the comprehensive plan, if the plan or development regulations provide for funding of these facilities as required by Chapter 36.70A RCW; and
4. Character of the development, such as development standards.

C. Concurrency. For Type II and Type III applications, a concurrency review shall be completed by the city. The review shall consist of an evaluation of the transportation impacts created by the proposed project on the city street system. The city shall make a determination as to whether the transportation impacts of the proposed project will cause the level of service on the city street system to drop below the level of service adopted in the city's comprehensive plan. In the event that a proposed project is anticipated to create a drop in the level of service below the standard adopted in the comprehensive plan, the city shall identify mitigation measures that could be implemented to prevent the projected decline in the level of

service. Nothing in this section would prevent an applicant from modifying his proposal to avoid a projected decline in the level of service. Mitigation measures may not be necessary if the city has a transportation project listed in its adopted six-year plan that, if implemented, would prevent the decline in the projected level of service. [Ord. 12-96; Ord. 02-00; Ord. 29-12 § 1.01].

19.50.020 Initial SEPA analysis

A. The city shall also review the project permit application under the requirements of the State Environmental Policy Act (“SEPA”), Chapter 43.21C RCW; the SEPA rules, Chapter 197-11 WAC; and RMC Title 22 (Environment), and shall:

1. Determine whether the applicable regulations require studies that adequately analyze all of the project permit application’s specific probable adverse environmental impacts;
2. Determine if the applicable regulations require measures that adequately address such environmental impacts;
3. Determine whether additional studies are required and/or whether the project permit application should be conditioned with additional mitigation measures;
4. Provide prompt and coordinated review by government agencies and the public on compliance with applicable environmental laws and plans, including mitigation for specific project impacts that have not been considered and addressed at the plan or development regulation level.

B. In its review of a project permit application, the city may determine that the requirements for environmental analysis, protection and mitigation measures in the applicable development regulations, comprehensive plan and/or in other applicable local, state or federal laws provide adequate analysis of the mitigation for the specific adverse environmental impacts of the application.

C. A comprehensive plan, development regulation or other applicable local, state or federal law provides adequate analysis of and mitigation for the specific adverse environmental impacts of an application when:

1. The impacts have been avoided or otherwise mitigated; or
2. The city has designated as acceptable certain levels of service, land use designations, development standards or other land use planning required or allowed by Chapter 36.70A RCW.

D. In its decision whether a specific adverse environmental impact has been addressed by an existing rule or law of another agency with jurisdiction with environmental expertise with regard to a specific environmental impact, the city shall

consult orally or in writing with that agency and may expressly defer to that agency. In making this deferral, the city shall base or condition its project approval on compliance with these other existing rules or laws.

E. Nothing in this section limits the authority of the city in its review or mitigation of a project to adopt or otherwise rely on environmental analyses and requirements under other laws, as provided by Chapter 43.21C RCW.

F. The city shall also review the application under RMC Title 22 (Environment). [Ord. 12-96; Ord. 29-12 § 1.01].

19.50.030 Categorically exempt and planned actions.

A. Categorically Exempt. Actions categorically exempt under RCW 43.21C.110(1)(a) do not require environmental review or the preparation of an environmental impact statement. An action that is categorically exempt under the rules adopted by the Department of Ecology (Chapter 197-11 WAC) may not be conditioned or denied under SEPA.

B. Planned Actions.

1. A planned action does not require a threshold determination or the preparation of an environmental impact statement under SEPA, but is subject to environmental review and mitigation under SEPA.

2. A “planned action” means one or more types of project action that:

a. Are designated planned actions by an ordinance or resolution adopted by the city;

b. Have had the significant impacts adequately addressed in an environmental impact statement prepared in conjunction with:

i. A comprehensive plan or subarea plan adopted under Chapter 36.70A RCW; or

ii. A fully contained community, a master planned resort, a master planned development or a phased project;

c. Are subsequent or implementing projects for the proposals listed in subsection (B)(2)(b) of this section;

d. Are located within an urban growth area, as defined in RCW 36.70A.030;

e. Are not essential public facilities, as defined in RCW 36.70A.200; and

f. Are consistent with the city’s comprehensive plan adopted under Chapter 36.70A RCW.

C. Limitations on Planned Actions. The city shall limit planned actions to certain types of development or to specific geographical areas that are less extensive than the jurisdictional boundaries of the city, and may limit a planned action to a time period identified in the environmental impact statement or the adoption of this chapter.

D. During project review, the city shall not reexamine alternatives to or hear appeals on the items identified in RMC 19.50.010(B), except for issues of code interpretation.

E. Project review shall be used to identify specific project design and conditions relating to the character of development, such as the details of site plans, curb cuts, drainage swales, the payment of impact fees, or other measures to mitigate a proposal's probable adverse environmental impacts. [Ord. 12-96; Ord. 29-12 § 1.01].

ONeill, Shane

From: Josh Pfenning <josh.pfenning@gmail.com>
Sent: Wednesday, January 17, 2018 3:00 PM
To: ONeill, Shane
Subject: Comments for Public Hearing S2017-105

Dear City of Richland

I am a homeowner in the new West Vineyard subdivision at Badger Mountain South. I'm writing my comments not necessarily in opposition to the land use request to develop more lots as part of phase 2 to West Vineyard... but to offer a reminder to The City and The Developers of the promises made to the community and to the homebuyers in Badger Mountain South of the retail and services section of the development - the 40 lots that comprise Venito Villagio.

It is understandable in this current real estate market that the corporate developers and corporate home builders want to swarm in, build as many houses as fast as they can and get out before the real estate market inevitably cools off. I get it, make your money while it's hot and I'm first to admit as a homeowner in this area I'm benefitting as much as the next guy with dramatic home price/equity increases. But in the haste of opening land and getting it developed as quickly as possible, not one shovel has been turned to get the Venito Villagio underway, that was part of the commitment to make Badger Mountain South a 'sustainable place to live'.

Yes, we have The Country Mercantile just down the road and when I run out of BBQ sauce it's nice to have them nearby... but the retail lots need to get started right away, there needs to be an equal balance to getting the retail sector underway in-pace with the homes being built. In otherwords, in the rush to build homes don't forget to also develop the retail.

West Vineyard is nearly built-out, with 90+% of the lots completed; the West Village sector recently opened for construction about 2 months ago and at least a dozen homes if not more are already underway there of the 150 or so lots available. Reata West, Summit View and even the newer areas West of Bermuda Road that drain onto Dallas Road - with the recently completed extension of Reata Road - are all beneficiaries to this promised retail sector. Not to mention us homeowners who bought-in to the master plan of Badger Mountain South having retail options within walking distance.

Growth is good but please assure that The City and The Developers don't loose sight of the bigger promised picture, and get some activity going on developing the 40 retail lots.

Thank You,
Josh Pfenning
4718 Corvina St.

ONeill, Shane

From: Agnes <astrasser579@gmail.com>
Sent: Thursday, January 18, 2018 12:22 PM
To: O'Neill, Shane
Subject: S-2017-105 West Vineyard Phase 2

Mr. O'Neill,

We are concerned about the proposed development of West Vineyard Phase 2 which will add traffic and safety concerns as the development grows and the population increases.

We're hoping that approval of S-2017-105 would include planning and funding for a left hand turn lane off Dallas Road onto Ava Way as a way to address some of the traffic safety issues.

Thank you,
Bill and Agnes Strasser

Sent from [Mail](#) for Windows 10

(S2017-105 – West Vineyard Phase 2)

**RICHLAND PLANNING COMMISSION
TECHNICAL ADVISORY COMMITTEE REPORT
January 19, 2018**

APPLICANT: Nor Am Investments LLC

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 23.62 ACRES INTO 46 RESIDENTIAL LOTS, (WEST VINEYARD PHASE 2)

LOCATION: SOUTHEAST OF THE INTERSECTION OF BELLAVIEW AVENUE AND AVA WAY (WESTCLIFFE)

ENGINEER: AHBL

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. Sheet C0.2 needs to identify the road section for Malbec Avenue.
2. All final plans for public improvements shall be submitted prior to pre-con on a 24" x 36" hardcopy format and also electronically in .dwg format compatible with the City's standard CAD software. Addendums are not allowed, all information shall be supplied in the specified 24 x 36 (and electronic) format. When construction of the infrastructure has been substantially completed, the applicant shall provide paper, mylar and electronic record drawings in accordance with the City's "Record Drawing Requirements". The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. Electronic copies of the construction plans are required prior to the pre-con meeting, along with the multiple sets of paper drawings. The mylar record drawings (including street lights) shall be submitted and approved by the City before the final punchlist inspection will be performed. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
3. Any and all necessary permits that may be required by jurisdictional entities outside of the City of Richland shall be the responsibility of the developer to obtain.
4. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.
5. 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.

6. When the construction is substantially complete a paper set of "record drawings" shall be prepared by a licensed surveyor and include all changes and deviations. Please reference the Public Works document "RECORD DRAWING REQUIREMENTS & PROCEDURES" for a complete description of the record drawing process. After approval by the City of the paper copy, a mylar copy of the record drawings shall be submitted along with a CAD copy of them. The electronic as-built record drawings shall be submitted in a AutoCAD format compatible with the City's standard CAD software. All final punchlist items shall be completed or financially guaranteed prior to recording of the final plat.
7. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of plat acceptance. Once received, the City will prepare the easement document and provide it to the developer. The developer shall record the easement at the Benton County Assessor and return a recorded original document to the City prior to application for plat acceptance.
8. A pre-construction conference will be required prior to the start of any work within the public right-of-way or easement. Contact the Public Works Engineering Division at 942-7500 to schedule a pre-construction conference.
9. Site plan drawings which involve the construction of public infrastructure shall be drawn on a standard 24" x 36" drawing format to a scale which shall not be less than 1"= 40'.
10. All plan sheets involving construction of public infrastructure shall have the stamp of a current Washington State licensed professional engineer.
11. All construction plan sheets shall include the note "CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555 (or "811")." Or: <http://www.call811.com/>
12. 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.
13. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

14. Public improvement design shall follow the following general format:
 - A. 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. 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.
15. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project

prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

16. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:
- A. 2-inches compacted gravel, minimum (temp. SEVA only).
 - B. 2% cross-slope, maximum.
 - C. 5% slope, maximum. Any access road steeper than 5% shall be paved or be approved by the Fire Marshal.
 - D. Be 20-feet in width.
 - E. Have radii that are accommodating with those needed for City Fire apparatus.

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

17. SURVEY MONUMENT DESTRUCTION:

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

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

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

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

Traffic & Streets:

18. The West Vineyard 2 Preliminary Plat is identified as generating 46 PM peak hour trips. The 46 PM peak hour trips shall count toward all other Master Agreement Exhibit, Section 5.1 improvements that are triggered by a specific number of traffic PM peak hour trips.

19. Trowbridge Blvd. 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.
20. The extension of Ava Way from the plat of West Vineyards to the roundabout at the intersection with Trowbridge Blvd. shall be constructed full-width at the time of phase 1 construction.
21. A traffic signal shall be constructed at the Dallas Road/Trowbridge Blvd. 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.
22. The frontage of Ava Way, Trowbridge Blvd. Malbec Ave. and "Road C" shall be completed to City standards by the developer at the time that the phase which constructs the lots adjacent to each roadway is developed. The frontage improvements shall consist of curb, gutter, sidewalk, street lights & a storm drainage system. A ten-foot public utility easement along these roadways shall be provided on the face(s) of the final plat.
23. A note will be shown on the face of the final plat stating that Ava Way and Trowbridge Blvd. are both classified as collector streets. Subsequently, no driveways accessing single family lots will be allowed directly onto either.
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. 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.
26. 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.
27. If the project is to be constructed in phases, all dead-end streets longer than 150-feet that will be continued later need to have temporary turn-arounds built at the end of them. The radius of these turn-arounds shall be 45-feet minimum, and shall be constructed of 2-inches of compacted top course gravel for slopes less than 5%, or of 2-inches of asphalt atop 2-inches of gravel for slopes greater than 5%. If the temporary turn around is not located within the final plat an easement with a 50-foot radius will be required.

Domestic Water:

28. This proposed preliminary plat is located primarily within both Tapteal 4 water pressure zone. The closest watermain capable of serving this property is located adjacent to but outside the pre-plat boundary. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a watermain to this property to serve domestic water prior to final plat acceptance.
29. Any grading operations that take place near to or over the top of an existing water main shall ensure that adequate cover remains over the water line so as to protect it from breakage and freezing. It

shall be the responsibility of the developer to re-install any water mains that have too little (or too much) cover over them as a result of his grading operations.

30. The fire hydrant layout shall be approved by the City Fire Marshal.
31. If any homes within this preliminary plat are required to install residential fire sprinkler systems, the sprinkler systems shall be flow-through type in compliance with the City's cross connection control program. A passive purge sprinkler system shall provide domestic water to both fire sprinklers and plumbing fixtures, and shall be a flow-through design connected to a domestic plumbing fixture, with anticipated regular use, near a remote portion of the loop. The system shall be compliant with the water utilities cross connection control program and without need of backflow prevention devices. Fire sprinkler plans are not required. An approved sprinkler system shall be installed in accordance with NFPA 13D and IRC P2904.1 and shall meet the Washington State licensing requirements for the installation of fire sprinkler systems found in RCW 18.270
32. Domestic water shall be extended to the adjoining properties adjacent to the plat, provided they are in the correct pressure zone.
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.

Sanitary Sewer:

34. The closest sanitary sewer available for this development is located offsite. It shall be the responsibility of the developer to install the necessary offsite infrastructure and to extend a sewer main to this property to serve sanitary sewer at the time of plat construction. A sanitary sewer collection system shall be constructed to City standard and accepted prior to final plat acceptance.
35. 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.
36. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

37. 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.
38. 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.

39. 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.
40. 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.
41. 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.
42. 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").
43. 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.
44. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.
45. 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.
46. 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.
47. 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 Requirements:

48. All subsequent final plats for West Vineyard 2 shall note all lots within the plat are subject to payment of the City of Richland's park mitigation fee regulations and that park fees shall be paid in accordance with Richland Municipal Code Chapter 12.03.
49. Final plats submitted for West Vineyard Phase 2 shall provide a ten (10) foot-wide mid-block pedestrian pathway connecting Roads A & B, dedicated to the City.
50. Pursuant to LUDR Section 1.G(5) final plats shall note the allowable land uses (i.e. building types) for each lot.
51. Richland Energy Services requires a 10' utility easement on the lots adjacent to all public ROW's, in addition to the existing easements shown.
52. At the time of final platting a CMU/block wall shall be constructed along the north side of Trowbridge Avenue extending the full length of Trowbridge Avenue where adjacent to the respective plat.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.

58. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the homeowners to maintain.
59. A one-foot "No access / screening easement" will be required along the Ava Way, Trowbridge Blvd., Malbec Ave. and the "Road C" Rights-of-Way.
60. The intended use and ownership of all tracts within the plat shall be noted on the final plat.
61. Property with an unpaid L.I.D. assessment towards it must be paid in full or segregated per Richland Municipal Code 3.12.095.
62. Any restricted parking areas shall be indicated on the final plats

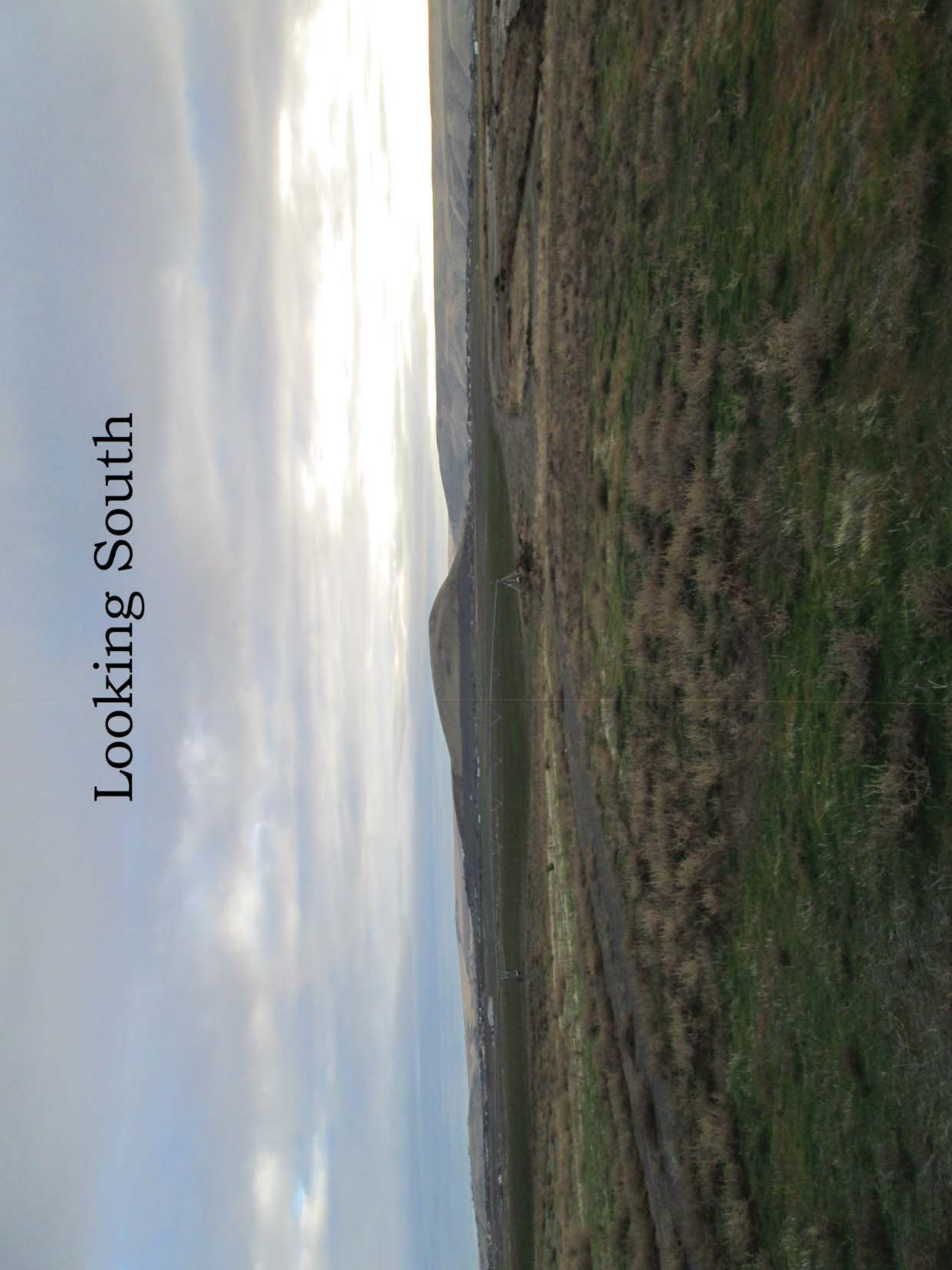
Looking North



Looking East



Looking South



Looking West





January 16, 2018

Mr. Rick Simon
Development Services Manager
City of Richland
940 Northgate Drive
Richland, WA 99352

Civil Engineers

Structural Engineers

Project: Badger Mountain South – West Vineyard Phase 2, AHBL No. 2133022.10
Subject: REVISION to West Vineyard Phase 2 Preliminary Plat Application

Landscape Architects

Dear Mr. Simon:

Community Planners

We are requesting that the following revisions be made to the West Vineyard Phase 2 Preliminary Plat application, originally submitted on November 30, 2017.

Land Surveyors

1. Proposed construction and final plating will be conducted in phases.
2. Proposed screening walls to be a masonry block wall type, similar in height, color, and style to the existing wall constructed during West Village Phase 1 along Trowbridge Boulevard.

Neighbors

Thank you for your consideration of these items. If you have any questions, please call me at (509) 380-5883.

Sincerely,

Todd Sawin, PE, DBIA, LEEP AP
Principal

CS/lsk

c: Larry White, Nor Am Investment, LLC

Q:\2013\2133022\WORDPROC\Letters\20180116 Ltr (Prelim Plat Rev-W Vineyard Ph 2) 2133022.10.docx

TRI-CITIES

5804 Road 90

Suite H

Pasco, WA 99301

509.380.5883 TEL

www.ahbl.com



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

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

Subject:

Resolution No. 40-18, Authorizing the Circulation of a Petition Proposing Annexation of Approximately 67 Acres

Department:

Community & Development Services

Ordinance/Resolution Number:

40-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 40-18, authorizing the circulation of a petition proposing annexation of approximately 68 acres located south and west of Lorayne J Boulevard and west of Leslie Road.

Summary:

The Lorayne J Subdivision is a fully developed neighborhood of approximately 120 single-family homes that are served by a community water system. The well that serves this subdivision has tested high in nitrites and residents have been advised to connect to a more reliable domestic water source. The City has extended temporary emergency water to the subdivision and a plan for the permanent extension of City water service has been prepared by the Public Works Department. In order to receive City water, the City Council is requiring the subject property to be annexed into the city limits.

Council accepted the request for annexation through the adoption of Resolution No. 183-17 on October 3, 2017. As directed by Resolution No. 183-17, staff submitted the required notice to the Benton County Boundary Review Board. The Benton County Boundary Review Board received no comments and did not invoke jurisdiction, which allows the annexation process to proceed forward.

The next step in the process is to authorize the circulation of a petition. If sixty percent (60%) of all affected property owners sign in favor of annexation, the request will return to Council for further action.

Staff recommends approval of Resolution No. 40-18.

Fiscal Impact:

The fiscal impacts of the proposed annexation will be reviewed in a report that will be prepared at the time a public hearing is scheduled to review the proposed annexation.

Attachments:

- I. Resolution No. 40-18 (includes petition)

RESOLUTION NO. 40-18

A RESOLUTION of the City of Richland authorizing the circulation of a petition proposing annexation of approximately 68 acres located south and west of Lorayne J Boulevard and west of Leslie Road.

WHEREAS, the Richland City Council has, through adoption of Resolution No. 183-17 on October 3, 2017, accepted a request for the annexation of approximately 68 acres located south and west of Lorayne J Boulevard and west of Leslie Road to proceed; and

WHEREAS, City staff submitted an application to the Benton County Boundary Review Board for the annexation. The Board did not invoke its jurisdiction within forty-five (45) days of the filing of the annexation. The application was therefore deemed approved by the Boundary Review Board on March 1, 2018; and

WHEREAS, the Richland Planning Commission held a public hearing on December 20, 2017 to consider the appropriate zoning designation for the proposed annexation area, thereby fulfilling the directives included in Resolution No. 183-17.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that circulation of the annexation petition, attached as **Exhibit A**, calling for annexation of the Lorayne J annexation area is hereby authorized.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Exhibit A to Resolution No. 40-18

PETITION FOR ANNEXATION TO CITY OF RICHLAND, WASHINGTON

Proposed Annexation Name: **Lorayne J Annexation**

The Honorable Mayor and City Council:

WE, the undersigned, who are the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation, of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto, lying contiguous to the City of Richland, Washington, do hereby petition that such territory be annexed to and made a part of the City of Richland under the provisions of RCW 35.13.130 et. seq. A list of all assessors' tax parcel numbers of the parcels within the proposed annexation area, the record owner of each parcel, and the assessed value of each parcel is set forth in Attachment 3.

Prior to the circulation of this petition, a meeting was held on the third day of October, 2017, between the initiating parties of this annexation and the Council of the City of Richland, at which time the Council passed Resolution No. 183-17, accepting the notice of intention to commence annexation proceedings for the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto. Resolution No. 183-17 also (1) required the simultaneous adoption of the City's Comprehensive Plan to serve as the Comprehensive Plan for the proposed annexation area; (2) required the assumption of an appropriate share of all existing indebtedness of the City by the area to be annexed upon annexation authorized; (3) directed the 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 (4) authorized city staff to file an application with the Boundary Review Board for the proposed annexation.

On December 20, 2017, the Richland Planning Commission conducted a public hearing and recommended that R-1-10 Single Family Residential zoning was the most appropriate zoning designation for the proposed annexation area. A notice of intention to annex was duly filed with the Boundary Review Board. Jurisdiction of the Boundary Review Board was waived by the Chair of the Boundary Review Board on March 2, 2018. On March 20, 2018, the Council passed a resolution authorizing the circulation of an annexation petition for annexation of the real property geographically depicted on the map attached hereto as Attachment 1 and legally described in Attachment 2 attached hereto.

WHEREFORE, petitioners pray that the City Council of the City of Richland, Washington entertain this petition, fix a date for a public hearing hereon, and cause notice of the hearing to be published in one or more issues of a newspaper of general circulation in the City, and to post the notice in three public places within the area proposed for annexation specifying the time and place of the hearing and inviting all interested persons to appear and voice approval or disapproval of the annexation.

INSTRUCTIONS FOR SIGNING PETITION

The following conditions should be noted for those signing the petition as owners of property:

1. Each signature shall be executed in ink or indelible pencil and shall be followed by the name of the signer, the date of signing, and the property description of the property within the proposed annexation owned by the signor.
2. The signature of a record owner, as determined by the records of the county auditor, shall be sufficient without the signature of his or her spouse;
3. In the case of mortgaged property, the signature of the mortgagor shall be sufficient, without the signature of his or her spouse;
4. In the case of property purchased on contract, the signature of the contract purchaser, as shown by the records of the county auditor, shall be deemed sufficient, without the signature of his or her spouse;
5. Any officer of a corporation owning land within the area involved, who is duly authorized to execute deeds or encumbrances on behalf of the corporation, may sign under oath on behalf of such corporation, and shall attach to the petition a certified excerpt from the bylaws of such corporation showing such authority.
6. When property stands in the name of a deceased person or any person for whom a guardian has been appointed, the signature of the executor, administrator, or guardian, as the equivalent to the signature of the owner of the property; and
7. When a parcel of property is owned by multiple owners, the signature of an owner designated by the multiple owners is sufficient.

Assessor's Parcel Numbers:102884030002004
Property Owners:.....ALLEN, TERRY L & MICHELLE J
Site Address:.....3017 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004003
Property Owners:.....BADDLEY, TODD ELWYN & VIRGINIA
Site Address:.....3024 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001002
Property Owners:.....BARTLETT, RICHARD G & SIDNEY L
Site Address:.....111 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003002
Property Owners:.....BAUMANN, DAVE P & JESSICA L
Site Address:.....112 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020006000
Assessor's Parcel Numbers:102884020008000
Assessor's Parcel Numbers:102884020011000
Assessor's Parcel Numbers:102884030005000
Assessor's Parcel Numbers:102884030006000
Property Owners:.....BENTON COUNTY
Site Address:.....PO BOX 190

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003006
Property Owners:.....BIRSKOVICH, MARIE ANNETTE
Site Address:.....3014 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002015
Property Owners:.....CAGLE, BRIGETTE
Site Address:.....181 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004005
Property Owners:.....CALLAHAN, GERALD & SUSAN
Site Address:.....3039 CHARITY CT

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001016
Property Owners:.....CAMPBELL, DYANNA L
Site Address:.....3122 W CANYON LAKES DR

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002004
Property Owners:.....CANNON, WILLIAM DONALD & DARA S
Site Address:.....1319 MCPHERSON AVE

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001009
Property Owners:.....CESAR, ORTA AGUSTIN
Site Address:.....3066 BRUCE LEE LN

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002012
Property Owners:.....CHALCRAFT TRUSTEE, STEVEN CRAIG
Site Address:.....REVOCABLE LIVING TRUST

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002009
Property Owners:.....CLYDE, PETER D & KAYLA D
Site Address:.....136 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003003
Property Owners:.....COLE JR, KENNETH & CHARLETTE
Site Address:.....109 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002007
Property Owners:.....COLEMAN, LELAND G & CYNTHIA L
Site Address:.....3060 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004002
Property Owners:.....COLEMAN, ROBERT S & MARY T
Site Address:.....3018 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001004
Property Owners:.....CRIST, MARCUS A
Site Address:.....3018 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003011
Property Owners:.....CUELLAR, BERTHA A
Site Address:.....148 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001007
Property Owners:.....DANIEL, JASON R & SHARON L
Site Address:.....3050 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002011
Property Owners:.....DEMPSEY, DAVID D & SUZANNE L
Site Address:.....195 TRAVIS LN

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002011
Property Owners:.....DERRYBERRY, JEFF & NICOLE
Site Address:.....124 LESA MARIE LN

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003001
Property Owners:.....DOAK, DAVID E & MARIO T
Site Address:.....3015 LORAYNE J BLVD

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001012
Property Owners:.....DUNN, ANDREW G & WHITNEY L
Site Address:.....3088 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004008
Property Owners:.....EDDEN, CHERYL A
Site Address:.....3025 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002012
Property Owners:.....EDDEN, JAMES N & MARION DALENE
Site Address:.....126 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001003
Property Owners:.....EMERSON, NORMAN P & MARY ANN
Site Address:.....3020 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002001
Property Owners:.....EVANS, MARTIN S & AMY R
Site Address:.....104 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002005
Property Owners:.....FERGUSON, JUSTIN
Site Address:.....3071 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002012
Property Owners:.....FISHER, ARTHUR E & PATRICIA G
Site Address:.....2205 S ROSENA CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003014
Property Owners:.....FITE, SHAWN & ANTOINETTE
Site Address:.....3003 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001008
Property Owners:.....GARNER, TERRY W & BELINDA K
Site Address:.....3058 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002007
Property Owners:.....GATELEY, JENNIFER
Site Address:.....128 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003003
Property Owners:.....GOUGH, ERIC A & KIMBERLY A
Site Address:.....2707 KATIE RD

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001008
Property Owners:.....GRAVITT, LEE F & LORI R
Site Address:.....544 EDITH ST

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003006
Property Owners:.....HAEG, JAMES R & MARGUERITE R
Site Address:.....1705 SW BRANDON ST

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003003
Property Owners:.....HAEG, KEVIN P
Site Address:.....165 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002013
Property Owners:.....HALL, CAROL L
Site Address:.....189 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001003
Property Owners:.....HALL, JESSE R
Site Address:.....117 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001009
Property Owners:.....HAMILTON, BRANDON L
Site Address:.....192 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003002
Property Owners:.....HAMMETT, RANDY P & JACQUELIN K
Site Address:.....109 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002001
Property Owners:.....HAMMONS, HEATHER N
Site Address:.....3003 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001001
Property Owners:.....HANNAH, DAVID W & DEBRA A
Site Address:.....3006 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002008
Property Owners:.....HARLE, LUANNA M
Site Address:.....3049 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003002
Property Owners:.....HART, DENNIS L
Site Address:.....169 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002004
Property Owners:.....HEIMAN, ROBERT J & DEBRA L
Site Address:.....116 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001003
Property Owners:.....HERNANDEZ, HECTOR
Site Address:.....3012 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001013
Property Owners:.....HERRIN, ROY D & DONNA R
Site Address:.....174 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001007
Property Owners:.....HILL, MICHAEL J & SHELLEY Y
Site Address:.....202 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003008
Property Owners:.....HOLLAND, DAVID & PIERRETTE MARTELLE
Site Address:.....3026 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001011
Property Owners:.....HOLMES, WILLIAM D & SUSANA
Site Address:.....99303 E SIDIBE PR SE

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003006
Property Owners:.....HOOVER, EVERETT BRYAN
Site Address:.....120 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001005
Property Owners:.....HOSTETLER, ANN E
Site Address:.....133 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002002
Property Owners:.....HOWLAND, JEFFREY M
Site Address:.....3013 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002013
Property Owners:.....JACKSON, GARY LEE & CANDICE
Site Address:.....3073 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001014
Property Owners:.....JANIN, KORY L & KARI
Site Address:.....170 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003004
Property Owners:.....JOHNSTON, SHANE A & CHEARY L
Site Address:.....3002 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003009
Property Owners:.....JONES, GARY R & PATRICIA A
Site Address:.....3041 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002009
Property Owners:.....KEENE, JAMES R & PATRICIA L
Site Address:.....199 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002010
Property Owners:.....KENNEWICK IRRIGATION DISTRICT
Site Address:.....2015 S ELY ST BLDG A

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003013
Property Owners:.....KINTNER, JASON
Site Address:.....3011 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002005
Property Owners:.....KIRCH, NICHOLAS W & PATRICIA
Site Address:.....3023 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001005
Property Owners:.....KLEINKNECHT, GARY C & DEBORAH T
Site Address:.....3024 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003008
Property Owners:.....KNIGHT, OSANIN
Site Address:.....112 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001012
Property Owners:.....KONYU TRUSTEES, JAMES S & MARY LYNN
Site Address:.....178 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002006
Property Owners:.....LADENDORF, KENT W & SALLY C
Site Address:.....3035 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002010
Property Owners:.....LAKEY, JIMMIE A & BETTY L
Site Address:.....197 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002014
Property Owners:.....LESPERANCE, CHRISTOPHER
Site Address:.....185 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004001
Property Owners:.....LITTLE, JOHN T & KAREN B
Site Address:.....125 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003012
Property Owners:.....LUEY, JA-KAEL & DEBORAH A
Site Address:.....3019 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003007
Property Owners:.....LYSHER, NANCY L
Site Address:.....3018 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003011
Property Owners:.....MANTANONA, REBECCA A
Site Address:.....3027 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002001
Property Owners:.....MARTINI, DANIEL K & MABEL
Site Address:.....3001 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004010
Property Owners:.....MAYFIELD TRUSTEE, THEA A
Site Address:.....3011 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003005
Property Owners:.....MCCAFFERTY, MICHELLE
Site Address:.....124 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001002
Property Owners:.....MCCALLUM, GARY R & CONNIE
Site Address:.....3014 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002009
Property Owners:.....MEERDINK, GARY L & EUNICE J
Site Address:.....3036 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002014
Property Owners:.....MELTON, JEREMY R & KIMBERLEE A
Site Address:.....3085 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003004
Property Owners:.....MERCER, CHRIS H
Site Address:.....161 TRAVIS LANE

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003010
Property Owners:.....MILLER, MARK A & JOLI ANN
Site Address:.....3035 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001006
Property Owners:.....MOON, ROBERT A & BONNIE C
Site Address:.....3044 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001002
Property Owners:.....MORENO, MICHAEL
Site Address:.....3016 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040002001
Property Owners:.....MORRIS JR, JACK L & SANDRA K
Site Address:.....145 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001013
Property Owners:.....NICHOLS, KENNETH M
Site Address:.....2103 DUPORTAIL ST

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002006
Property Owners:.....ODERMOTT, LOUIS ROBERT & CANDY K
Site Address:.....3072 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040002002
Property Owners:.....OFSTHUN, TODD W & DENISE L
Site Address:.....149 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003005
Property Owners:.....OSER, LISA E
Site Address:.....3008 LESA MARIE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004006
Property Owners:.....OVERTURF, DENNIS J & SARAH
Site Address:.....3041 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001001
Property Owners:.....PATRIDGE, DANNY L
Site Address:.....3002 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002003
Property Owners:.....PENNALA, ERIC S & REBECCA L
Site Address:.....3013 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002007
Property Owners:.....POPE, E. LEON
Site Address:.....3041 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003001
Property Owners:.....PYEATT, LESLIE D
Site Address:.....3002 BRENT LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001006
Property Owners:.....RAMSEY, JAMES W & PATRICIA ANN
Site Address:.....137 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004007
Property Owners:.....RICHARDSON, RICK & BETH E
Site Address:.....3033 CHARITY CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001010
Property Owners:.....RICHMOND, JEFFREY G & TRICIA L
Site Address:.....188 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002016
Property Owners:.....ROOSENDAAL, TIMOTHY J & MARISA A
Site Address:.....177 TRAVIS LANE

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004009
Property Owners:.....ROYAL, TEXANITA
Site Address:.....3017 CHARITY COURT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002003
Property Owners:.....RUNNION, MICHAEL & MARY LOU
Site Address:.....3019 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002002
Property Owners:.....RUPPELIUS, SCOTT
Site Address:.....106 LESA MARIE LANE

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001011
Property Owners:.....SACHS, RACHEL A
Site Address:.....3082 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001005
Property Owners:.....SAPPENFIELD, MARTIN & AMY
Site Address:.....3036 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002011
Property Owners:.....SCHELL, ERIC R & BRANDY M
Site Address:.....3049 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001004
Property Owners:.....SCHUTZ, ERIC R & WENDY S
Site Address:.....125 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020004004
Property Owners:.....SCOTT, ROBERT W
Site Address:.....3030 CHARITY COURT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020005001
Assessor's Parcel Numbers:102884020015000
Property Owners:.....SIMONSON, JAMES E & LINDA R
Site Address:.....198 LESA MARIE LANE

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050002008
Property Owners:.....SMTIH JR, PHILIP J& MICHELLE M
Site Address:.....3048 BRUCE LEE CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001010
Property Owners:.....SOFTICH, LEN & KAMI
Site Address:.....3074 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001006
Property Owners:.....STONE, RICHARD A
Site Address:.....3030 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002008
Property Owners:.....TANKE, JAMES M
Site Address:.....132 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030003005
Property Owners:.....TAYLOR, JAMES A & MARIAN J
Site Address:.....157 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003007
Property Owners:.....TONNING, O L & LALA M
Site Address:.....116 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001001
Property Owners:.....VANDERWILT, NATHANIEL D & HANNAH R
Site Address:.....3027 LORAYNE J BLVD

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030002002
Property Owners:.....VANOMMEN, CHRISTOPHER F
Site Address:.....3007 BRIAN LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003004
Property Owners:.....VON REIS, ERIK & POMPIRA
Site Address:.....117 TRAVIS CT

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002003
Property Owners:.....VORHEIS, CURTIS W & JEANNIE M
Site Address:.....112 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884050001004
Property Owners:.....WAGNER, DANIEL L & DENISE L
Site Address:.....3028 BRUCE LEE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884030001015
Property Owners:.....WEBER, DALE F & SUSAN
Site Address:.....162 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020002005
Property Owners:.....WEDDLE, SHELDON & MEGAN
Site Address:.....120 LESA MARIE LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040001007
Property Owners:.....WHITE, JOYCE
Site Address:.....141 TRAVIS LN

Signature: By: _____ Date: _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003010
Property Owners:.....WILLIAMS, TERA D & ISH GERALD
Site Address:.....144 TRAVIS LANE

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884020003001
Property Owners:.....WOBIG, KENNETH G & MARIA M
Site Address:.....3021 LORAYNE J BLVD

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Assessor's Parcel Numbers:102884040003009
Property Owners:.....WOODS, JASON H & CRYSTAL D
Site Address:.....140 TRAVIS LN

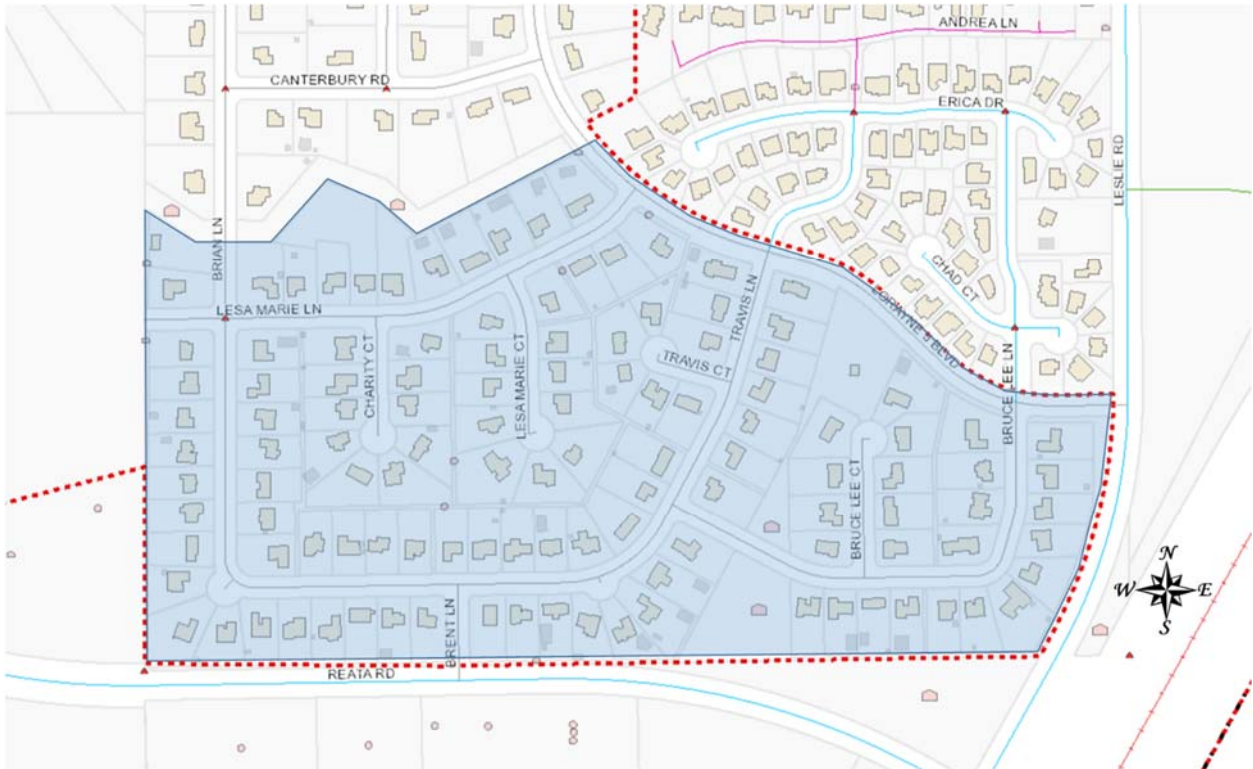
Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Signature: By: _____ **Date:** _____

Name of Person Signing: _____

Attachment 1
Proposed Lorayne J Annexation



Attachment 2
Legal Description for Proposed Lorayne J Annexation

The Lorayne J annexation consists of the following lots:

Lots 1 -13 of Block 1 of the Plat of Lorayne “J” Ranch No. 1; Lots 1-14 of Block 2 of the Plat of Lorayne “J” Ranch No. 1; Lots 1 – 7 of Block 1 of the Plat of Lorayne “J” Ranch No. 2; Lots 1 – 2 of Block 2 of the Plat of Lorayne “J” Ranch No. 2; Lots 1 – 11 of Block 3 of the Plat of Lorayne “J” Ranch No. 2; Lots 1 – 9 of Block 2 of the Plat of Meadow Springs Ranch No. 1 together with Tracts A, B and J; Lots 1 – 14 of Block 3 of the Plat of Meadow Springs Ranch No. 1; Lots 1 – 10 of Block 4 of the Plat of Meadow Springs Ranch No. 1; Lots 1 – 16 of Block 1 of the Plat of Meadow Springs Ranch No 2; Lots 1 – 16 of Block 2 of the Plat of Meadow Springs Ranch No. 2: Lots 1 – 6 of Block 3 of the Plat of Meadow Springs Ranch No. 2.

Additionally, the following portions of the public rights-of-way that lie within the proposed annexation area and/or adjacent to the proposed annexation area are included in this annexation including: Bruce Lee Lane, Bruce Lee Court, Travis Lane, Travis Court, Brent Lane, Lesa Marie Lane, Lesa Marie Court, Charity Court, Lorayne J Boulevard and that portion of Brian Lane lying south of the intersection of Brian Lane and Lesa Marie Lane.

This description includes the following **County Parcel Identification Numbers**:

102884030003006	102884030001012	102884040001006
102884030001005	102884030001013	102884040001002
102884030001006	102884030001014	102884040003002
102884030002002	102884030001015	102884050002002
102884030002003	102884030002012	102884040003009
102884030002004	102884020002002	102884050001010
102884030002005	102884020002003	102884050001009
102884030002006	102884020002004	102884050001008
102884020004009	102884020002012	102884050002001
102884020004002	102884020002007	102884040001001
102884020003013	102884020002008	102884050001001
102884020003012	102884030003002	102884050001004
102884020003006	102884030003003	102884020002001
102884030001002	102884030002013	102884020003005
102884030001003	102884030002014	102884020003008
102884030001004	102884030002015	102884020003009
102884030001008	102884020015000	102884020003010
102884030001009	102884050002013	102884020003011
102884030001010	102884050002012	102884020003001
102884030001011	102884050002006	102884020003002

102884020003003	102884030003001	102884050002009
102884020004004	102884020004010	102884050002011
102884020004005	102884020004001	102884050002007
102884020004006	102884020003004	102884050002008
102884020004007	102884020003014	102884040003004
102884030001007	102884040002002	102884020011000
102884030001016	102884040003011	102884030006000
102884030003005	102884040003005	102884020008000
102884030002010	102884040003006	102884030002007
102884030002009	102884040001005	102884030005000
102884030002008	102884040001004	102884020009000
102884020002005	102884040001003	102884020010000
102884020002011	102884050002003	102884030004000
102884020004003	102884050002004	102884020012000
102884020004008	102884040003010	102884040003007
102884020003007	102884050001002	102884050001006
102884020005001	102884050001003	102884050002010
102884030002001	102884050001005	102884050002005
102884030001001	102884050001007	102884050002014
102884020002009	102884050001011	102884040003008
102884030002011	102884050001012	102884040001007
102884030003004	102884050001013	102884040002001
102884030002016	102884040003001	102884040003003

Attachment 3
Proposed Lorayne J Annexation

Parcel ID #	Owner	Address	Lot Size	Assessed Valuation
102884030003006	James & Marguerite Haeg	104 Lesa Marie Lane	21,298	209,280
102884030001005	Gary C & Deborah Kleinknecht	106 Lesa Marie Ln	20,459	169450
102884030001006	Richard Stone	109 Lesa Marie Ln	17,227	155530
102884030002002	Christopher Vanommen	109 Travis Ct	18,917	151020
102884030002003	Robert J & Suzette Phillips	111 Travis Ln	16,004	188400
102884030002004	Terry L & Michelle Allen	112 Lesa Marie Ln	20,459	171830
102884030002005	Nicholas W & Patricia Kirch	112 Travis Ct	18,499	189870
102884030002006	Kent W & Sally Ladendorf	112 Travis Ln	16,200	194940
102884020004009	Michael D & Brenda Gilbert	116 Lesa Marie Ln	20,459	198340
102884020004002	Robert S & Mary Coleman	116 Travis Ct	13,420	158270
102884020003013	Jason Kintner	117 Travis Ct	11,609	158870
102884020003012	Ja-Kael & Deborah Luey	117 Travis Ln	16,199	200870
102884020003006	Marie Annette Steinmetz	120 Lesa Marie Ln	18,687	152400
102884030001002	Michael Moreno	120 Travis Ct	15,281	182130
102884030001003	Hector Hernandez	124 Lesa Marie Ln	22,833	160770
102884030001004	Marcus Crist	124 Travis Ct	18,670	170880
102884030001008	Lee F & Lori Gravitt	125 Lesa Marie Ln	16,474	192760
102884030001009	Brandon Hamilton	125 Travis Ln	17,377	155790
102884030001010	Jeffrey G & Tricia Richmond	126 Lesa Marie Ln	45,512	189620
102884030001011	William D & Susana Holmes	182 Travis Lane	16,200	191360
102884030001012	James S & Mary Lynn Konyu Trustees	128 Lesa Marie Ln	15,783	189010
102884030001013	Roy D & Donna Herrin	178 Travis Lane	16,200	161590
102884030001014	Kory L & Kari Janin	132 Lesa Marie Ln	14,855	184830
102884030001015	Dale F & Susan Weber	133 Travis Ln	18,663	168640
102884030002012	Steven Craig Chalcraft Trustee	136 Lesa Marie Ln	22,614	157910
102884020002002	Scott D & Sara Ruppelius	137 Travis Ln	16,200	206270
102884020002003	Curtis W & Jeannie Vorheis	140 Travis Ln	17,100	168910
102884020002004	Robert J & Debra Heiman	141 Travis Ln	19,714	240240
102884020002012	James N & Marion Dalene Edden	126 Lesa Marie Ln	45,512	297190
102884020002007	Jennifer Gateley	144 Travis Ln	17,100	151540
102884020002008	James Tanke	145 Travis Ln	20,008	201920
102884030003002	Dennis Hart	148 Travis Ln	19,072	155840

Parcel ID #	Owner	Address	Lot Size	Assessed Valuation
102884030003003	Kevin Haeg	149 Travis Ln	19,572	155250
102884030002013	Carol Hall	157 Travis Ln	16,070	172330
102884030002014	Christopher Lesperance	161 Travis Ln	16,092	149650
102884030002015	Brigette Cagle	162 Travis Ln	16,199	171020
102884020015000	James E & Linda Simonson	165 Travis Ln	16,205	41680
102884050002013	Gary Lee & Candice Jackson	169 Travis Ln	16,200	164780
102884050002012	Arthur E & Patricia Fisher	170 Travis Ln	16,200	195120
102884050002006	Louis Robert & Candy Odermott	3072 Bruce Lee Ct	16,000	172330
102884040001006	James W & Patricia Ann Ramsey	174 Travis Ln	16,200	161370
102884040001002	Richard G & Sidney Bartlett	177 Travis Ln	17,905	198820
102884040003002	Dave P & Jessica Baumann	178 Travis Ln	16,200	180690
102884050002002	Jeffrey Howland	181 Travis Ln	16,200	201030
102884040003009	Jason H & Crystal Woods	185 Travis Ln	16,200	198670
102884050001010	Len & Kami Softich	188 Travis Ln	16,200	164180
102884050001009	Agustin Cesar Orta	189 Travis Ln	16,200	190990
102884050001008	Terry W & Belinda Garner	192 Travis Ln	16,200	213800
102884050002001	Daniel K & Mabel Martini	193 Travis Ln	16,200	185950
102884040001001	Nathaniel D & Hannah Vanderwilt	195 Travis Ln	17,648	178750
102884050001001	David W & Debra Hannah	197 Travis Ln	17,717	163470
102884050001004	Daniel L & Denise Wagner	198 Lesa Marie Ln	18,296	156590
102884020002001	Martin S & Amy Evans	199 Travis Ln	25,245	228650
102884020003005	Lisa Oser	3008 Lesa Marie Ct	14,683	189960
102884020003008	David & Pierrette Martelle Holland	3026 Lesa Marie Ct.	20,566	233080
102884020003009	Gary R & Patricia Jones	3041 Lesa Marie Ct.	20,001	205840
102884020003010	Mark A & Joli Ann Miller	3035 Lesa Marie Ct.	28,193	214470
102884020003011	Rebecca Mantanona	3027 Lesa Marie Ct.	18,644	188710
102884020003001	Kenneth G & Maria Wobig	3001 Bruce Lee Ln	21,980	234550
102884020003002	Randy & Jacquelin Hammett	3002 Brian Ln	18,744	224240
102884020003003	Eric & Kimberly Gough	3002 Lesa Marie Ct	16,248	146550
102884020004004	Jason & Lisa Page	3003 Brian Ln	17,756	237780
102884020004005	Gerald & Susan Callahan	3003 Lesa Marie Ct	16,591	258790
102884020004006	Dennis & Sarah Overturf	3006 Bruce Lee Ln	18,000	232370
102884020004007	Rick & Beth Richardson	3007 Brian Ln	16,125	207710
102884030001007	Michael & Shelley Hill	3008 Lesa Marie Ct	14,683	168250
102884030001016	Dyanna Campbell	3011 Charity Ct	16,687	181660
102884030003005	James & Marian Taylor	3011 Lesa Marie Ct	15,300	203340
102884030002010	Jimmie & Betty Lakey	3012 Brian Ln	15,750	179050
102884030002009	James & Patricia Keene	3013 Brian Ln	16,128	186860
102884030002008	Luanna Harle	3013 Bruce Lee Ln	18,568	178930
102884020002005	Sheldon & Megan Weddle	3014 Bruce Lee Ln	16,544	235980
102884020002011	Jeff & Nicole Derryberry	3014 Lesa Marie Ct	13,364	218500
102884020004003	Todd Elwyn & Virginia Baddley	3024 Charity Ct.	15,186	201910

Parcel ID #	Owner	Address	Lot Size	Assessed Valuation
102884020004008	Cheryl Edden	3025 Charity Ct.	15,067	205,320
102884020003007	Nancy Lysher	3017 Brian Ln	16,131	165,720
102884020005001	Jim Losey	3017 Charity Ct	15,308	152,600
102884030002001	Heather Hammons	3018 Brian Ln	15,890	156,540
102884030001001	Danny Patridge	3018 Charity Ct	15,292	142,000
102884020002009	Peter & Kayla Clyde	3018 Lesa Marie Ct	16,040	202,900
102884030002011	David & Suzanne Dempsey	3019 Bruce Lee Ln	18,227	176,570
102884030003004	Kevin & Jan Lenkersdorfer	3019 Lesa Marie Ct	15,300	179,170
102884030002016	Heather Thomas	3020 Bruce Lee Ln	15,543	168,270
102884030003001	Cheryl Tarter	3021 Lorayne J Blvd	19,593	173,600
102884020004010	Thea Mayfield Trustee	3023 Brian Ln	16,134	197,140
102884020004001	John & Karen Little	3024 Brian Ln	16,029	206,020
102884020003004	Shane & Cheary Johnston	3024 Charity Ct	15,186	176,630
102884020003014	Shawn & Antoinette Fite	3025 Charity Ct	15,067	200,540
102884040002002	Todd & Denise Ofsthun	3026 Lesa Marie Ct	20,566	231,610
102884040003011	Bertha Cuellar	148 Travis Lane	19,072	191,110
102884040003005	David & Judith Sheldon	3028 Bruce Lee Ln	15,833	181,190
102884040003006	Everett Bryan Hoover	3030 Brian Ln	14,369	164,800
102884040001005	Ann Hostetler	3030 Charity Ct	18,134	179,790
102884040001004	Eric & Wendy Schutz	3033 Charity Ct	16,747	151,530
102884040001003	Jesse Hall	3035 Brian Ln	16,137	160,370
102884050002003	Michael & Mary Lou Runnion	3035 Lesa Marie Ct	28,193	238,840
102884050002004	William Donald & Dara Cannon	3036 Bruce Lee Ct	22,466	223,680
102884040003010	Scott George	3036 Bruce Lee Ln	17,519	155,900
102884050001002	Gary & Connie McCallum	3039 Charity Ct	21,824	177,250
102884050001003	Norman & Mary Ann Emerson	3041 Brian Ln	16,947	160,030
102884050001005	Martin & Amy Sappenfield	3041 Charity Ct	21,827	211,360
102884050001007	Jason & Sharon Daniel	3041 Lesa Marie Ct	20,001	159,020
102884050001011	Rachel Sachs	3044 Bruce Lee Ln	24,615	188,130
102884050001012	Andrew & Whitney Dunn	3048 Bruce Lee Ct	15,440	164,840
102884050001013	Kenneth Nichols	3049 Bruce Lee Ln	17,451	3930
102884040003001	C & J Land Company Llc	3049 Bruce Lee Ct	20,105	208,170
102884050002009	Gary & Eunice Meerdink	3050 Bruce Lee Ln	17,321	176,170
102884050002011	Eric & Brandy Schell	3058 Bruce Lee Ln	16,198	153,560
102884050002007	Leland & Cynthia Coleman	3060 Bruce Lee Ct	16,000	185,810
102884050002008	Philip & Michelle Smith Jr	3066 Bruce Lee Ln	16,198	156,460
102884040003004	Erik & Pompira Von Reis	3071 Bruce Lee Ln	16,076	172,280
102884020011000	Benton County	3072 Bruce Lee Ct	16,000	0
102884030006000	Benton County	3073 Bruce Lee Ct	17,217	0
102884020008000	Benton County	3074 Bruce Lee Ln	16,198	0
102884030002007	E. Leon Pope	3082 Bruce Lee Ln	16,275	158,880
102884030005000	Benton County	3085 Bruce Lee Ln	15,475	0
102884020009000	Benton County	3011 Lorayne J Blvd	2,447	0
102884020010000	Benton County	115 Lesa Marie Ln	3,181	0

Parcel ID #	Owner	Address	Lot Size	Assessed Valuation
102884030004000	Benton County	180 Travis Ln	16,611	0
102884020012000	Benton County	200 Lesa Marie Ln	2,903	0
102884040003007	O L & Lala Tanning	116 Travis Ct	13,420	180,920
102884050001006	Robert & Bonnie Moon	3044 Bruce Lee Ln	24,615	218,380
102884050002010	Kennewick Irrigation District,	3033 Bruce Lee Ct	85,379	0
102884050002005	Justin Ferguson	3071 Bruce Lee Ln	16,076	155,870
102884050002014	Jeremy & Kimberlee Melton	3085 Bruce Lee Ln	15,475	160,310
102884040003008	Osanin Knight	112 Travis Ct	18,499	204,720
102884040001007	Joyce White	141 Travis Ln	19,714	182,460
102884040002001	Jack & Sandra Morris Jr	145 Travis Ln	20,008	204,980
102884040003003	Kenneth & Charlette Cole, Jr	109 Travis Ct	18,917	204,270
				22,177,730



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

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

Subject:

Resolution No. 41-18, Authorizing a 2018 Agreement with TRIDEC for Business Recruitment

Department:

Community & Development Services

Ordinance/Resolution Number:

41-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 41-18, authorizing the City Manager to sign and execute an agreement with the Tri-City Development Council (TRIDEC) for business recruitment in 2018.

Summary:

This economic development services contract continues the long-standing partnership between the City of Richland and the Tri-Cities Development Council (TRIDEC). TRIDEC provides economic development services to the Tri-Cities region, and specifically to the City of Richland.

Activities are focused on recruitment of businesses in agricultural processing, manufacturing, and technology industries. One of most recent and notable projects referred to the City through TRIDEC was the 1,341-acre land transfer from the Department of Energy.

Future private development projects are anticipated to be coordinated through this contract.

Staff recommends approval of Resolution No. 41-18.

Fiscal Impact:

Funding for this contract will come from the City's Industrial Development Fund and is budgeted in the 2018 annual budget. The cost is not to exceed \$30,000.

Attachments:

1. Resolution No. 41-18
2. Proposed 2018 Agreement with TRIDEC for Business Recruitment

RESOLUTION NO. 41-18

A RESOLUTION of the City of Richland authorizing an agreement with the Tri-City Development Council for Economic Development Marketing and Business and Industry Recruitment.

WHEREAS, economic vitality is a key value of the City of Richland; and

WHEREAS, successful economic development in the City of Richland requires coordination throughout the Tri-Cities; and

WHEREAS, the Tri-City Development Council (TRIDEC) provides regional coordination of economic development activity throughout the Tri-Cities; and

WHEREAS, TRIDEC actively recruits industrial and professional businesses to locate within the City of Richland.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with the Tri-City Development Council for economic development marketing and business and industry recruitment.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

THIS AGREEMENT, entered into this _____ day of April, 2018 by and between the City of Richland, a Washington municipal corporation located at 505 Swift Blvd., Richland, Washington, 99352 (hereinafter referred to as the "City"), and Tri-City Development Council, a Washington nonprofit corporation located at 7130 W. Grandridge Blvd, Suite A, Kennewick WA 99336 (hereinafter referred to as the "Consultant").

WITNESSETH:

1) SCOPE OF WORK

- a) The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated in this Agreement. The Consultant shall coordinate a program to expand existing industrial development and recruit new industries and businesses to the City.
- b) The following exhibit(s) are attached hereto and made a part of this Agreement:
 - (i) Exhibit A: Scope of Work
 - (ii) Exhibit B: 2018 Work Plan
- c) This Agreement consists of this Agreement, the above referenced Exhibit(s) and other documents listed below. These form the entire Agreement between the parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below:
 - (i) City of Richland Agreement No. _____
 - (ii) Exhibit A: Scope of Work
 - (iii) Exhibit B: 2018 Work Plan

2) GENERAL REQUIREMENTS

- a) The Consultant shall attend status, progress, and coordination meetings with the designated City of Richland representatives, or such federal, community, state, city or county officials, groups or individuals as may be requested by the City. If additional meetings are requested, the City will provide the Consultant sufficient notice prior to those meetings requiring Consultant participation. The Consultant will provide an annual update to the City Council as scheduled by staff.
- b) The Consultant shall prepare a quarterly progress report if requested, in a form approved by the City, that will outline in written and/or graphical form the various phases and the order of performance of the work in sufficient details so that the progress of the work can easily be evaluated.

3) TIME FOR BEGINNING AND COMPLETION

The Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2018.

4) PAYMENT

- a) For services rendered under this Agreement, the City shall pay the Consultant an amount not to exceed **thirty thousand dollars and no cents (\$30,000)**. Payment shall be made in equal installments on a quarterly basis subject to demonstration of progress necessary toward completion of work identified in Exhibit A, Scope of Work. The determination of progress necessary shall be in the sole discretion of the City.
- b) Payment as identified in this section shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit A, Scope of Work.
- c) Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- d) Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations at the government rate, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
- e) Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f) The Consultant will allow access to the City, the State of Washington, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5) INDEPENDENT CONTRACTOR

The Consultant, and any and all employees of the Consultant or other persons engaged in the performance of any work or services required of the Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons engaged in

any of the work or services required to be provided herein, shall be the sole obligation and responsibility of the Consultant.

6) OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by the Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to the Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of the Consultant. The City agrees to waive any claim against the Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold the Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by the Consultant.

7) TERMINATION

- a) This Agreement may be terminated by either party upon thirty (30) days' written notice. In the event this Agreement is terminated by the Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination by the Consultant. In the event the City terminates this Agreement, the City shall pay the Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and the Consultant.
- b) If any work covered by this Agreement shall be suspended or abandoned by the City before the Consultant has completed the assigned work, the Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and the Consultant.

8) AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a) As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b) Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within 30 days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are

requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within 20 days of receipt.

- c) All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at its sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d) Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9) DISPUTE RESOLUTION

- a) The City and the Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b) All disputes between the City and the Consultant not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the City and the Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will be resolved by legal action.

10) DEBARMENT CERTIFICATION

The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11) VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The parties agree that all questions shall be resolved by application of Washington law, and that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

12) ATTORNEY'S FEES

The parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13) INSURANCE

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

- a) No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b) Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 - 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Consultant's profession.
- c) Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
 - 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d) Other Insurance Provisions. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

- f) Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- g) Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h) Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i) Public Entity Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

14) INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15) STANDARD OF CARE

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

16) SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

17) NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
505 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Carl Adrian
Name of Firm: Tri-City Development Council
Address: 7130 W. Grandridge Blvd. #A
Address: Kennewick, WA 99336
Email: cadrian@tridec.org
Phone Number: 509-735-1000
Fax Number: 509-735-6009

18) EQUAL OPPORTUNITY AGREEMENT

The Consultant agrees that s/he will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19) PARTIAL INVALIDITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

20) AMENDMENTS

All amendments must be in writing and be approved and signed by both parties.

21) CHANGE IN LAW

The parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) days following written notice by either party to the other party of such adverse change in law, the parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the parties to the extent possible. If, despite good faith attempts, the parties cannot reach agreement upon an amendment within sixty (60) days after commencing negotiation, then this Agreement may be terminated by either party as of the earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one party to the other.

22) CONFIDENTIALITY

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

23) CHANGES OF WORK

- a) When required to do so, and without any additional compensation, the Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which the Consultant is responsible for preparing or furnishing under this Agreement.
- b) Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 22, Extra Work.

24) EXTRA WORK

The City may desire to have the Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

25) BUSINESS RECRUITMENT AND COORDINATION

- a) Business and recruitment activities can begin with contacts originated through Washington State Department of Commerce (Commerce) and referred to Consultant, directly by Consultant, or by the City. When contract originates at Consultant or is referred to Consultant by Commerce, Consultant will provide general information on the bi-county area and other data requested by the prospect. In response to the Prospect's expressed interests, Consultant will also supply names of property owners and City contacts. If the prospect indicates interest in specific business locations within the City, Consultant will notify the City and affected property owners, share information gathered, make appropriate introductions, and assist in follow-up marketing as requested.
- b) If the prospect indicates interest in specific sites, but requests confidentially, Consultant will keep affected parties fully informed without revealing the identity of the prospect. This information will remain confidential until release by Consultant is authorized by the prospect.
- c) When a prospect establishes formal discussions with the City of Richland and commits to a site within its jurisdiction, responsibility for managing the contract will be transferred from

Consultant to the City. Consultant will continue serving as the prospect's community advocate and provide assistance as requested.

- d) When the contact originates with the City, or the City has assumed responsibility for the case, as necessary, Consultant will supply industrial recruitment information and services to support the City.
- e) It is not necessary for the City to divulge the identity of a prospect to Consultant unless it elects to do so. If requested assistance requires disclosure of the prospect's identity, Consultant will render such assistance while maintaining confidentiality.
- f) If the City determines that dealing with a prospect exceeds its abilities, the prospect will be referred to Consultant for further handling.
- g) If other entities request assistance with a prospect brought to Consultant by the City, Consultant will so advise all affected entities. Under this circumstance, subsequent requests for assistance must be mutually agreed upon by affected local entities before said assistance is rendered by Consultant.
- h) Consultant and the City recognize shared responsibility in the complex process of closing deals with industrial prospects. Care will be taken in each instance to properly define the division of authority and responsibilities. Offers on land costs, infrastructure extensions, utility charges, and other items will be made to prospects only by the authorized entity (i.e. property owner, city, port, or utility) or with its explicit consent.
- i) Public events such as media conferences, groundbreakings, and ribbon cuttings will be coordinated with the siting jurisdiction(s). The City in which the prospect will locate or expand its facility will be responsible for working with Consultant on logistics relating to these events.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND, WASHINGTON

CONSULTANT

CYNTHIA D. REENTS, ICMA-CM
City Manager

Signature

ATTEST

Printed Name/Title

MARCIA HOPKINS
City Clerk

Address

Phone: _____

APPROVED AS TO FORM:

Email: _____

HEATHER D. KINTZLEY
City Attorney

Fax: _____

EXHIBIT A: Detailed Scope of Work

1. Participate in at least four (4) trade shows and host at least two (2) outreach events to prospective businesses within the targeted industries.
2. Identify and document specific metrics for tracking and reporting the success of the 2018 Work Plan.
3. Continue to assist Richland in recruitment efforts and report outcomes to Council on a quarterly basis or as requested by the City.
4. Consultant will coordinate the recruiting effort, making productive use of its own staff and volunteers, as well as personnel resources supplied by other partners, including but not limited to the City.
5. Consultant functions as the Associate Development Organization for the Washington State Department of Commerce (Commerce). Consultant also engages businesses, educational institutions, the Department of Energy and its contractors, the Tri-Cities Visitor and Convention Bureau, and other bi-county economic development agencies to effectively support its industrial recruitment program.

Consultant, in cooperation with the City, will accomplish the following objectives:

1. Retain a qualified business recruiting staff to work with designated City staff.
2. Maintain and follow a formal, written plan to market to, identify, recruit, qualify, and service industrial prospects. Companies in Research and Development, Technology, Manufacturing/Distribution, and Food/Agriculture are targets for recruitment. Additional industries for recruitment shall include those sectors identified in the 2014 Target Industry study such as carbon fiber and machinery manufacturing, logistics, and energy as well as recommendations therein, as well as other businesses identified by the City of Richland, within the constraints of funding and resources.
3. Administer a client tracking system to manage and record prospect contacts. Reports shall be made to the City Council on a quarterly basis, beginning July 3, 2018, on all contacts made within the constraints of confidentiality agreements.
4. Develop and administer a database including the following information for industrial sites and facilities available for recruited industries; site and structure plans, location, site dimensions and acreage, soil conditions and slope, transportation access, availability of utilities, zoning, neighboring land uses, ownership and contact person. The inventory for the City should be comparable with those of other partners. All parties should be in agreement as to the system used to compile this information. A sub-committee of staff from all partners and no less than two Consultant staff shall be on the review and recommendation committee.
5. Regularly monitor and report industrial recruiting progress using a mutually agreed measurement system that gauges program effectiveness. Outcomes for Richland recruitments should be reported quarterly to the City Manager and Economic Development Manager beginning July 2018.

6. Through its Internet Web site and e-mail, printed reports, newsletters, media releases, and briefing sessions, keep the City of Richland and the general public adequately informed of industrial recruitment activities. These updates shall be reported quarterly, beginning July 2018 to City Council.
7. Provide targeted recruitment services of the Tri-Cities Research District and Horn Rapids Industrial Area and current and future local revitalization funding areas, to assist in attracting more jobs to the City, while creating a stronger diversification of businesses. Report industry specific marketing outcomes to City Council for this area on a quarterly basis, beginning July of 2018.
8. Support the City of Richland redevelopment marketing efforts by assisting in attracting more jobs to the Richland Central Business District and City View project areas. Report on contacts made on a quarterly basis, beginning in July of 2018.
9. Provide City Council with an annual report, highlighting accomplishments for the region and specifically those which result in the growth of businesses in the City of Richland.



2018 PLAN OF WORK

BUILDING A BOLDER, BRIGHTER TRI-CITIES!

TRI-CITY DEVELOPMENT COUNCIL

2018 PLAN OF WORK

Executive Summary

WHY TRI-CITIES?

The area wide approach to economic development continues to be sound not only because it's more efficient and cost effective, but because as a "single entity" the Tri-Cities holds more attraction than as individual jurisdictions.

MISSION

TRIDEC's overall mission is to improve the economic health of the Tri-Cities Region by facilitating job creation and capital investment in primary employment industries in Benton and Franklin Counties.

BUSINESS RECRUITMENT

The overall objective of TRIDEC's business recruitment program is to identify and attract companies into Benton and Franklin Counties that will result in capital investment and the creation of long-term, family wage jobs for area residents.

- Clearing house for business leads generated by the Washington Department of Commerce
- Target Industries: Energy, Logistics, Food Processing, Machinery Manufacturing, Carbon Fiber Manufacturing, and Training
- Collateral Materials: Tri-Cities Community Fact Sheet, Retail Fact Sheet, Target Industry Business Cases
- Print Advertisements: 1-2 industry targeted print ads
- Industry Mailings: Targeted industry mailings
- SmartLeads Program: Receive 25 targeted leads per month
- Logistics Industry Marketing: Utilizing WSU TC research project to market to targeted companies
- Trade Shows: Natural Products Expo West, International Council of Shopping Centers-ICSC ReCon, and PowerGen
- Target Industry Events: Sponsor 1-2 Industrial Asset Management Council (IAMC) Professional Forum events
- Promotional Missions: 1 promotional mission

BUSINESS RETENTION & EXPANSION

TRIDEC's business retention and expansion program will continue to implement new and dynamic programs to grow our existing manufacturers. Additionally, TRIDEC will continue to develop the Food and Beverage Retention and Expansion Opportunities (FABREO) Program.

- Trade Event: FABREO Expo (June 2018)
- Support CBC efforts to develop Culinary Arts Center
- Support PNW Pavilion at 2018 Hong Kong Food Expo
- Support Impact Washington consulting and training activities
- Judge Seattle Business Magazine Manufacturing Awards and Rotary Entrepreneurial Awards
- Outreach to a minimum of 5 manufacturers per month
- Provide educational opportunities to help local manufacturers succeed
- Small Business Assistance: TRIDEC provides office space to the Small Business Development Council and SCORE

FEDERAL PROGRAMS

- Annual Congressional Letter of Request(s): Budgets for PNNL Programs and Hanford Cleanup
- Continue to support Corps of Engineers land re-conveyance

- Monitor DOE acquisition process for prime contracts and share community priorities with prospective bidders
- Closely monitor dialogue on waste reclassification, DOE's PILT program and efforts to restart licensing of Yucca Mountain
- Support status quo on number of local DOE offices
- Advocate completion of the EIS for a natural gas pipeline to serve the Waste Treatment Plant
- Continue to support the Manhattan Project National Historical Park (MAPR) including boundary changes and park funding
- Transfer of "donut holes" and railroad in DOE land conveyance

MCEI

Strategic Objectives:

- Support Neoen efforts to develop a 20 MW solar facility
- Advocate for retention of Snake River Dams and Columbia Generating Station
- Monitor Columbia River Treaty
- Support renewable energy generation, storage and integration projects as well as technology transfer at PNNL
- Explore opportunities associated with assembly and training for Small Modular Reactors
- Grow the region's presence in grid and cyber security training and development

COMMUNICATIONS

Online Presence:

- Maintain www.TryTri-Cities.org for site selectors, member investors and support of City and Port retail recruitment efforts
- Continue to license ZoomProspector GIS system (www.TryTriCitiesSites.org) for available commercial and industrial properties including interactive demographics

Social Media:

- Increase Tri-Cities brand and loyalty by highlighting Tri-Cities assets through Facebook, Twitter, LinkedIn, Instagram and a Tri-Cities Business Blog

2018 Plan of Work

This document sets out activities planned by TRIDEC during 2018 in the areas of new business recruitment, business retention and expansion, workforce development, communications as well as federal programs.

While TRIDEC intends to accomplish the tasks described in this Plan of Work it should be recognized that it is a “plan,” and as local or national conditions, change activities may be adjusted to reflect these shifts. Also, TRIDEC, like any successful economic development organization, needs to be able to adjust quickly to take advantage of development opportunities which cannot be anticipated six months to a year in advance.

Mission

TRIDEC’s overall mission is to improve the economic health of the Tri-Cities Region. To achieve this mission TRIDEC will:

- Promote diversification of the local economic base.
- Facilitate job creation and retention by focusing on primary employment industries.
- Leverage technical, scientific and natural resources to encourage new investment.
- Pursue new federal missions and support employment and fiscal stability in local federally funded operations.
- Identify actions to improve the overall business climate.
- Advocate and lead the community on issues of economic importance.

Indicators of success include:

- Growth in total number of jobs.
- Reduction in unemployment rates.
- Increases in personal income.
- Total investment in the counties from both private and public sources.

The Tri-City economy ended the year with 3,500 more jobs than 2016 – an increase of 3.2%. Of interest to TRIDEC, the goods producing sector of the economy recorded the largest increase-8.7%. All this growth cannot be credited to TRIDEC’s activities, but TRIDEC is the only local organization that focuses on the economic growth of the entire community. TRIDEC is focused on “growing the pie and not just making the slices smaller.”

Communication Plan

ONLINE WEB PRESENCE

An increasing number of businesses, TRIDEC Member Investors and individuals rely on TRIDEC’s website for information on the Tri-Cities and TRIDEC. Today, the majority of site selection projects, directed either by companies or by site location consultants, begin on the Internet. Consequently, web based research demands that information be current and accurate.

TRIDEC launched a new web site, www.TryTri-Cities.org, in May 2015. The site has been continually updated to incorporate new features and to make it more user friendly. A retail link was added to the site and has been maintained so that retail site selectors can access information specific to the Tri-Cities retail market.

TRIDEC will continue to license Zoom Prospector (www.TryTriCitiesSites.org), a geographic information system (GIS) based product designed to showcase area sites and available buildings. In addition to real estate information, the system allows users to access a variety of economic and demographic data at distance intervals surrounding targeted locations. During 2018, a “micro-site” will be developed and incorporated into www.TryTri-Cities.org in order to make the GIS product easier to use.

In conjunction with the Food and Beverage Retention and Expansion Opportunities (FABREO) Program, TRIDEC will continue to maintain www.fabreo.org, which markets the Columbia Basin assets and strategic location as the world's premier food and beverage processing region.

TRIDEC will continue striving to advance our search engine optimization (SEO), ensuring that TRIDEC's site(s) are at or near the top of searches.

SOCIAL MEDIA PLAN

Social media is a valuable tool that:

- Increases brand recognition and loyalty.
- Connects with industry leaders and decision makers.
- Builds relationships with your audience.
- Allows for audience targeting.

This plan includes the objectives that will be used to accomplish the following social media goals:

- Increase brand (Tri-Cities, WA) recognition.
- Identify and engage potential site selectors/companies/decision makers.
- Create community engagement on hot topics and issues.
- Communicate why consultants and businesses should Try Tri-Cities.
- Highlight what makes Tri-Cities the brighter, bolder, smarter choice for business.
- Encourage staff, board members, members to be active participants in social media.
- Create a Tri-Cities hashtag used throughout social media #BolderTriCities #TryTriCities #WhyTriCities

Facebook: www.facebook.com/tcdevcouncil/

Objectives:

- Connect and engage with Tri-Cities Community
- Share engaging content that highlights Tri-Cities assets
- Promote upcoming events
- Daily posts

Key Metrics:

- Increasing the number of likes and followers from 451 to 900 by the end of 2018.

Twitter: www.twitter.com/TCDevCouncil

Objectives:

- Connect business and industry influencers
- Promote Tri-Cities content that impacts business and industry
- Build Tri-Cities reputation
- Daily posts

Key Metrics:

- Increasing the number of followers from 200 to 400 by end of 2018.

LinkedIn: www.linkedin.com/company/tridec---tri-city-development-council?trk=biz-companies-cym

Objectives:

- Build relationships with site selectors and industry leaders
- Share articles that highlight the assets of Tri-Cities
- Weekly posts

Key Metrics:

- Grow followers to 200 by the end of 2018.
- Connect with site selectors, IAMC members, IEDC members, TRIDEC Investors and Board by end of 2018.

Instagram: www.instagram.com/tcdevcouncil/

Objectives:

- Build relationship with Tri-Cities community
- Feature businesses and assets that highlight why Tri-Cities is the place for business
- Weekly posts

Key Metrics:

- Increase the number of followers from 163 to 200 by the end of 2018.

Tri-Cities Business Blog: www.tridec.org

Objectives:

- Engage with Tri-Cities community
- Educate community about key issues facing businesses in the Tri-Cities
- Provide insight and thought leadership
- Monthly posts

Key Metrics:

- Increase in blog interactions and RSS feeds subscriptions.
- Increase in referring website traffic and improve SEO.

PUBLICATIONS/COLLATERAL MATERIALS

TRIDEC will use the following publications to market the Tri-Cities community:

- Factsheet
 - Print edition updated twice annually
 - Updated monthly online
- Target Industry Business Cases updated to reflect industry changes

Commerce & Industry: Business Recruitment

Getting the attention of business prospects is a challenging task, particularly while competing with an estimated 13,000 other economic development organizations in the U.S. Despite the competition, TRIDEC has been successful in building community awareness with nationally recognized site location consultants, corporate real estate executives and some of the national real estate brokerage community.

The overall objective of TRIDEC's business recruitment program is to identify and attract companies into Benton and Franklin Counties that will result in capital investment and the creation of long-term family wage jobs for area residents.

TRIDEC's recruitment as well as business retention and expansion activities have focused primarily on companies with markets for goods or services that are outside the community. By creating primary jobs - jobs associated with exporting a product or service outside the community - capital is returned in the form of profits and wages. This creates disposable income to support the service and hospitality sectors. It is estimated that in most communities every manufacturing job is responsible for another 2 ½ non-manufacturing jobs.

During 2014, the consulting team led by TadZo, proposed new industrial sectors and their corresponding NAICS Codes for specific subsectors. The following list highlights the major sectors of interest, but does not include subsector detail:

- | | | |
|-------------|---------------------------|------------------------------|
| • Energy | • Food Processing | • Carbon Fiber Manufacturing |
| • Logistics | • Machinery Manufacturing | • Training |

It is very important to recognize that targeting specific industries is not done at the exclusion of other business recruitment opportunities. If leads come to the region outside of identified targets, TRIDEC and partner economic development professionals will work those projects aggressively.

TadZo's research identified industries that align to regional capabilities and provide opportunity to diversify the regional economy. Target industries enable a focus for proactive marketing strategies and smart resource allocation. Effective use of available resources avoids duplicate activities among partners while concentrating on marketing tactics that produce positive results.

ADVERTISING, EXTERNAL COMMUNICATION, AND RECRUITMENT MAILINGS

TRIDEC has traditionally placed a small amount of print advertising in recognized site selection publications such as Area Development, Site Selection, and Expansion Solutions. TRIDEC also pays for directory listings in these and similar publications.

Advertising in Site Selection Magazine as well as TRIDEC's participation in the Industrial Asset Managers Council as a member and sponsor has resulted in substantial earned media in the Washington Spotlight section of the magazine.

During 2018 TRIDEC will:

- Place one or two quarter page ads outlining the advantages of doing business in the Tri-Cities in one or more of the above publications.
 - Staff will also evaluate other advertising opportunities such as web-based banner ads or advertisements in special publications on a one by one basis.
- In addition to the communication protocol used with the SmartLeads subscription discussed below, TRIDEC will conduct a series of mailings to senior management in target industry sectors, as well as site selection consultants and other third-party advisors, discussing the advantages of a Tri-City location.

IN DEPTH RESEARCH ON LOGISTICS TARGETS

Capitalizing on the success of the AutoZone distribution center project, during 2016 TRIDEC engaged WSU-TC to conduct research and identify specific companies that would be likely targets for recruitment. This research was completed late in 2017 and provided a substantial amount of information on the distribution center locations for a large number of publicly traded companies. The research also identified specific companies that might likely consider a new distribution center in the Pacific Northwest. TRIDEC staff has conducted preliminary research on the list of likely targets and has initiated the first in a series of direct contacts with multiple executives in the target companies. TRIDEC will continue with this process throughout 2018.

LEAD GENERATION – SMARTLEADS

In September 2017, TRIDEC established a relationship with Whittaker Associates, a respected economic development consultant specializing in target industry research for communities. Whittaker has developed a product available by subscription named SmartLeads. SmartLeads uses a proprietary predictive model which ranks companies within target industry sectors using an algorithm to determine each company's probability of relocating or expanding based on dozens of variables. The companies showing the highest potential are further researched to generate a Company Intelligence Report. SmartLeads is limited to 10 clients nationally.

The subscription service provides a monthly database of 25 Company Intelligence Reports in the target sectors identified by TadZo, along with lead tracking software. TRIDEC has established a communications protocol for ongoing contact with these companies explaining the benefits of a Tri-Cities location.

In preparation for attending PowerGen in 2017, TRIDEC directed Whittaker to focus the lead generation on companies in the energy sector likely to attend the trade show. Of the 50 leads TRIDEC received, we were able to secure nine appointments with companies in attendance at PowerGen. A similar process will be used at the 2018 Natural Products Expo West and 2018 PowerGen.

TRADE SHOWS/TARGET INDUSTRY EVENTS/SITE SELECTOR MEETINGS

- Natural Products Expo West (March, Anaheim). There is a Natural Products Expo held in the West and East. These shows are the premier industry events for companies producing and distributing natural food products. TRIDEC staff will attend the West

show during March 2017 to continue building relationships and contacts and to determine whether additional investment is warranted.

- TRIDEC will co-sponsor with the Washington Department of Commerce at least one Industrial Asset Management Council (IAMC) Professional Forum events, a very cost-effective venue for promoting the Tri-Cities. IAMC is the leading association of corporate real estate executives, site location consultants and national real estate brokerage firms. The Forums provide visibility for the Tri-Cities through signage, printed programs and schedules, and recognition during breakout sessions. Upcoming meetings of IAMC include Savannah, Georgia in May and Philadelphia in September.
- International Council of Shopping Centers (ICSC). TRIDEC's municipal partners have asked for more involvement and assistance in their retail recruitment efforts. This has been the primary reason for including the retail site selector's link on the TRIDEC website and continued licensing of Zoom Prospector. TRIDEC staff accompanied city economic development professionals to the show in Las Vegas for the last three years and will participate again in May 2018.
- PowerGen (December, Las Vegas). PowerGen is the largest power/energy event in the industry - offering access to 18,000 power professionals over three days. TRIDEC first attended PowerGen in 2010. TRIDEC exhibited at the event for three years. In 2016 the consulting firm of ROI was retained to set appointments rather than work from a stationary booth. Six company meetings were scheduled at the show and telephone meetings were held with two additional companies. TRIDEC made nine appointments on its own in 2017 and will be evaluating the type of investment to be made in 2018.
- TRIDEC will undertake at least one promotional mission during 2018, as well as attendance at several trade shows and gatherings of corporate real estate executives. Depending on the number of meetings scheduled, representatives from partner organizations may be encouraged to participate in these missions.

Business Retention & Expansion (BRE)

Retention and Expansion of existing businesses, especially manufacturing, is usually considered the economic development engine of a community. Most economic development professionals believe that a good Business Retention & Expansion Program is one of the essential building blocks of a community's growth and prosperity. TRIDEC's Business Retention & Expansion Program will continue to implement new and dynamic programs to grow our existing manufacturers in 2018.

FABREO PROGRAM

TRIDEC will continue to develop the food and beverage processing industry through its FABREO Columbia Basin Program. Goals for 2018 include the following:

- Support the work of the Columbia Basin College Foundation in their efforts to develop the Columbia Basin College Culinary Arts Center.
- Continue to promote the Columbia Basin as a world-class food and beverage region through an aggressive trade media public relations program.
- Continue supporting the Strategic Gateway concept, positioning the Columbia Basin as the strategic gateway between the United States and Asia (initiated by Memorandums of Understanding between TRIDEC and the Hong Kong Trade Development Council and the People's Government of Wulanchabu, Inner Mongolia, China)

TRADE SHOWS AND EVENTS

As noted earlier, TRIDEC will attend the Natural Products Expo West from March 9 – 11 in Anaheim, California to promote the Tri-Cities as a world-class food and beverage region. TRIDEC will focus on recruiting companies that are considering a West Coast location and companies in Washington, Oregon and Idaho to exhibit in the FABREO Expo 2018.

TRIDEC is partnering with the Hong Kong Trade Development Council, the Washington State Department of Agriculture, the U.S. Commercial Service, the Washington Export Group, Business Oregon and the Oregon Department of Agriculture to produce the Pacific Northwest USA (previously the Washington State) Pavilion at the Hong Kong Food Expo August 16 – 18.

FABREO EXPO 2018

The FABREO Expo will be celebrating its fourth year at the TRAC Center, Pasco on Wednesday, June 13th and Thursday, June 14th. With each passing year the Expo has refined its position in the market. In 2018 the theme will be “The NEXT STEP for START-UPS in the Pacific Northwest Food & Beverage Industry!”

The FABREO Expo is proving itself to be the next step after the home kitchen, the commercial kitchen and the farmers market. It provides the education, suppliers, service providers, trade show experience and, most important, the brokers, distributors, retailers and exporters that start-up food and beverage entrepreneurs need to expand regionally, nationally and internationally.

Featured events will include:

- **Food and Beverage Boot Camp:** Instructional seminars, taught by industry experts, to help start-up food and beverage entrepreneurs learn the fundamentals of the industry.
- **Columbia Basin College Networking Reception:** Providing an opportunity to build business relationships between processors, buyers and service providers.
- **Opportunity Luncheon presented by the Tri-Cities Port Districts:** Featuring up to 20 food and beverage companies located in the Lamb Weston Start-up Pavilion, presenting their stories of vision, struggle and success.
- **Trade Show:** Start-up and established food and beverage companies from Washington, Oregon and Idaho will be displaying their food and beverage products, many new to market.

MANUFACTURING GROWTH ACTIVITIES

To best serve manufacturing in the Tri-Cities, TRIDEC will continue to participate in a number of manufacturing growth activities such as:

- Partner with Impact Washington to provide manufacturing consulting services to individual companies, as requested by the companies.
- Participate as a judge and sponsor in the Annual Richland Rotary Entrepreneurial Awards.
- Promote accomplishments by area manufacturers in the TRIDEC e-newsletters and social media.
- Contact a minimum of five manufacturing companies per month.
- Encourage local manufacturers to become members of TRIDEC.

EDUCATION

Successful manufacturing is a constantly moving target. TRIDEC will continue to provide educational opportunities to help local manufacturers succeed through the following:

- Partner with Impact Washington to provide manufacturing training events based on needs identified by the manufacturing community.
- Continue to work with Columbia Basin College to develop and promote their Certified Production Certificate and Certified Logistics Certificate programs, both aimed at the region's food and beverage processing industry.
- Continue to provide export training in collaboration with such organizations as the Export-Import Bank of the United States, the Export Finance Assistance Center of Washington, the U.S. Commercial Service, the Washington State Department of Commerce, the Washington State Department of Agriculture and the Hong Kong Trade Development Council.

SMALL BUSINESS RESOURCES

Small Business Development Center (SBDC)

The SBDC has been the TRIDEC supported resource for providing management assistance to small businesses - companies with fewer than 500 employees. The Center has been located within the TRIDEC office and has offered a host of services designed to help grow businesses, achieve higher profits and improve operations.

After the longtime Director of the Tri-Cities SBDC retired in August 2016, TRIDEC convened a group of interested parties to determine whether an SBDC office should be re-established. Columbia Basin College (CBC) along with the Statewide SBDC network had been the major sources of funding for the Tri-Cities Center. It has been determined that CBC is no longer interested in participating. However, WSU Tri-Cities has expressed interest and it is anticipated that they will present a proposal to interested parties during the first quarter of 2018.

TRIDEC will continue to support the location of the SBDC and will provide office space for the Director at no cost assuming the Center is re-established.

SCORE (Senior Corp of Retired Executives)

The SCORE program provides business counseling to the small businesses in the area and is headquartered within the TRIDEC offices. During 2017 SCORE volunteers conducted first time counseling sessions with over 130 local individuals who had or were thinking about starting a business. Follow-on sessions were held with several hundred businesses or potential business startups.

Workforce Development

Growing and expanding businesses require skilled workers for all levels within their organizations. With increasing frequency, workforce development is viewed as an important contributor to successful economic development and a healthy economy. Educational institutions, training facilities, labor unions, WorkSource Columbia Basin, and the Benton-Franklin Workforce Development Council all play important roles in local workforce development efforts and all partner with TRIDEC from time to time on various issues or projects.

EMERGING TRI-CITIES (PREVIOUSLY YPTC)

In December 2017 the Board of Directors of Emerging Tri-Cities (ETC) voted to disband the organization. It was the consensus of the Board that the time and financial resources dedicated to ETC would be better spent elsewhere.

CAREER CONNECT

During 2017, Mission Support Alliance (MSA) partnered with over thirty local organizations, including TRIDEC, to host an event focused on workforce development in the Tri-Cities. The multi-day event included a job fair as well as other activities related to STEM education, apprenticeship training and general career information. MSA plans to host this event again in 2018 and has approached TRIDEC to take a larger role in broadening the focus and participation in the event to non-Hanford employers. TRIDEC's specific role and responsibilities will be determined during the first quarter of 2018.

Federal Programs

HANFORD & PACIFIC NORTHWEST NATIONAL LABORATORY BUDGETS

The total FY2018 Hanford budget is not yet determined and will depend on funding levels included either in a future Omnibus Appropriations bill or Continuing Resolution(s), but is anticipated to total approximately \$2.4 billion. The President is expected to release the administration's proposed FY2019 budget request in February 2018. The request will likely include a moderate funding increase for startup and commissioning of the Low Activity Waste Facility but may also propose cuts in other areas.

The Pacific Northwest National Laboratory (PNNL) is expected to receive approximately \$1 billion in FY2018 through a wide variety of federal agencies and programs. As with Hanford, PNNL funding levels ultimately depend on passage of legislation to fund the federal government through the remainder of the fiscal year.

Federal Programs Actions:

- Continue advocating for FY2018 funding priorities.

- After the Administration's FY2019 budget request is released, TRIDEC will prepare our annual Letter of Request to Congressional offices. Until TRIDEC has access to the budget request details, we cannot determine where additional funding might be required.
- Follow up with Congressional offices throughout the budget process.

ADDITIONAL HANFORD/PNNL PRIORITIES

- Contracts
 - Up to three Draft Request for Proposals (RFPs) for Hanford prime contracts are expected to be released in 2018. TRIDEC will provide comments advocating for priority items such as a strong 'Community Commitment Clause' and local business subcontracting.
 - Share community commitment priorities with companies who are interested in Hanford contracts.
- Closely monitor, provide input, and encourage dialogue regarding proposals to reclassify some high-level waste and/or to develop alternative waste treatment and disposition pathways. Both proposals have the potential to reduce costs and expedite treatment of Hanford's tank waste.
- Advocate for completion of DOE's Natural Gas Pipeline Environmental Impact Statement (EIS), followed by sustained progress on pipeline design and construction.
- Support maintaining two separate cleanup offices at Hanford (Richland Operations Office and Office of River Protection).
- Encourage continuation of DOE's Payment In Lieu of Taxes (PILT) program in its current form, at least until a broader agreement is reached regarding how DOE calculates PILT payments nationwide.
- Continue efforts to enhance information sharing and coordinated messaging between DOE, prime contractors, local governments and community organizations.
- Support efforts to restart the licensing process for Yucca Mountain.
- Continue to advocate for DOE to transfer the remaining two parcels along Horn Rapids Road that were excluded from the 2015 transfer.
- Continue to work with DOE on the transfer of railroad assets extending north from Horn Rapids Road to the Energy Northwest Site.
- Assist in presenting the Tri-Cities' vision for more public access to the Hanford site and Hanford Reach National Monument.

MANHATTAN PROJECT NATIONAL HISTORICAL PARK

The FY2015 National Defense Authorization Act (NDAA) contained a provision to establish the Manhattan Project National Historical Park (MAPR) at Hanford, Oak Ridge and Los Alamos. In early 2015, TRIDEC and Visit Tri-Cities formed the Tri-Cities National Park Committee, comprised of the four local mayors, three area counties that contain DOE land, the Port of Benton, the B Reactor Museum Association (BRMA), TRIDEC and Visit Tri-Cities.

This committee has been working closely with both DOE and the National Park Service to enhance the park's development and increase public access.

Federal Programs Actions:

- Assist in Congressional funding requests for the three Park sites, all of which have infrastructure needs including roads, fences, restrooms and building repairs. The total requested for all three sites was \$30 million for 2018 (to be funded through DOE's Office of Legacy Management).
- Advocate for expansion of MAPR boundaries and transfer of responsibilities from DOE's Office of Environmental Management (EM) to DOE's Office of Legacy Management (LM), as requested by the Tri-Cities National Park Committee in October 2017.
- Continue to support the increasing number and variety of programming and tours associated with the National Park.
- Support establishment of a "Friends of the Park" group to address increasing funding needs at the park.

ADDITIONAL FEDERAL PROGRAMS ACTIONS:

- Support legislation to transfer ownership of the Columbia River Shoreline in the Tri-Cities area from the U.S. Army Corps of Engineers back to local jurisdictions.
- Monitor the Columbia River Treaty, advocate and provide input as necessary.

Mid-Columbia Energy Initiative (MCEI)

MCEI was originally formed to explore the development of an “energy park” on federal land as the active cleanup footprint at the Hanford site decreases. MCEI quickly became a much broader effort to expand the local economy, particularly in the energy sector, by capitalizing on the region’s highly-skilled workforce, available land and inexpensive electricity.

On Sept. 30, 2015 TRIDEC was successful in receiving 1,641 acres of Hanford land following nearly six years of community effort (a request that started with the formation of MCEI). This property has subsequently been transferred to the City of Richland, the Port of Benton and Energy Northwest for future economic development.

From an initial invitation list of twenty, MCEI now has approximately 120 members including representatives from area utilities, manufacturers, DOE, PNNL, WSU Tri-Cities and professional services firms. In September 2017, MCEI formed a Water Policy Subcommittee to specifically focus on the nexus between water, power generation and the Tri-Cities community.

Federal Programs Actions:

- Support Neoen’s efforts to develop a 20-megawatt solar facility on Energy Northwest land that was part of the 2015 transfer.
- Advocate for retention of the four lower Snake River dams and the Columbia Generating Station, all of which provide affordable, carbon-free power to the Pacific Northwest.
- Continue to support renewable energy generation, storage, and integration projects, along with associated research and development.
- Support continued development of programs to transfer technologies from PNNL to industry, with a focus on keeping those companies local.
- Continue to explore opportunities for local manufacturing, assembly and training associated with new commercial nuclear technologies, including Small Modular Reactors (SMRs).
- Grow region’s presence in grid and cyber security (training/technology development and operations).



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 42-18, Awarding Bid to Paramount Communications, Inc. for 2018 Horizontal-Directional Boring and Drilling

Department:

Energy Services

Ordinance/Resolution Number:

42-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 42-18, authorizing the City Manager to sign and execute a contract with Paramount Communications, Inc. for \$1,911,100.73, and to execute change orders up to ten percent (10%) of the approved contract amount for the 2018 horizontal-directional boring and drilling project.

Summary:

The selection of 2018 Capital Improvement Plan (CIP) projects is intended to align with the City's Strategic Leadership Plan and the Electric Utility Long Range Plan and result from the evaluation of required maintenance, aging infrastructure, system capacity and reliability, and economic development opportunities.

The 2018 Horizontal-Directional Boring/Drilling project will install conduit infrastructure on seven different planned CIP projects and is an investment in utility infrastructure. Conduit will be installed to facilitate the installation of new cable to improve system reliability. The currently aging cable is direct buried, has met or exceeded its life expectancy, and is in need of replacement. The conduit installation will be bored/drilled rather than installed using traditional trenching for two reasons. First, the infrastructure being replaced is primarily in back lots; therefore, the boring/drilling will minimize the impact to surrounding structures and personal property. Second, it will minimize the disturbance and outage time at any given location.

The City received eight bids on February 23, 2018, with a low bid of \$1,911,100.73 from Paramount Communications, Inc. of Richland, Washington. The other seven bids ranged from \$2,287,761.24 to \$5,107,851.00. The engineer's estimate for the project was \$2,690,242.84 and was based upon past boring bids in similar installation areas.

Construction will begin in April and be completed by the end of 2018. These projects will complete the conduit portion of the seven planned capital improvement projects which are budgeted for 2018. No additional funds are necessary. Staff recommends approval of Resolution No. 42-18.

Fiscal Impact:

This project is included in the City's approved 2018 Capital Improvement Plan, and funding of \$1,911,100.73 is in the City's approved 2018 Budget in the Electric Fund.

Attachments:

1. Resolution No. 42-18
2. BID TAB

RESOLUTION NO. 42-18

A RESOLUTION of the City of Richland authorizing award of bid to Paramount Communications, Inc. for horizontal-directional boring and drilling services.

WHEREAS, the City of Richland operates and maintains an electric utility (RES) primarily consisting of distribution equipment and infrastructure that delivers power to customers served by RES; and

WHEREAS, some infrastructure has met or exceeded its life expectancy and is in need of replacement to improve system reliability; and

WHEREAS, using horizontal-directional boring and drilling to replace the aged infrastructure will minimize impact to surrounding structures and personal property and reduce system outage time; and

WHEREAS, the City's 2018–2031 Capital Improvement Plan includes various projects related to electric utility renewal and replacement; and

WHEREAS, Paramount Communications, Inc. provided the lowest responsive, responsible bid through a competitive sealed bid process to provide horizontal-directional boring and drilling services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Paramount Communications, Inc. in the amount of \$1,911,100.73, and to execute change orders up to ten percent (10%) of the approved contract amount for the 2018 horizontal-directional boring and drilling project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

City of Richland



DATE BIDS OPENED: 02/23/18
 **PROJECT NAME ** 2018 HORIZONTAL DIREC

Richland Hwy 202				ENGINEER'S ESTIMATE		NORTHWEST METAL FAB WILSONVILLE, OR	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: RIVERCREST TERRACE NORTH							
A-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	3,500.00	3,500.00
A-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	3,930	LF	44.00	172,920.00	39.95	157,003.50
A-3	Boring/Drilling 2 - 3" conduit installation	1,675	LF	52.00	87,100.00	86.77	145,339.75
A-4	Excavation and Backfill 4" wide by 4" length by 4" deep on primary side of vault	12	EA	1,320.00	15,840.00	420.00	5,040.00
A-5	Supply and Install V11B vault with V11STL lid	1	EA	2,300.00	2,300.00	2,640.00	2,640.00
A-6	Supply and Install V3B vault with V3STL lid	2	EA	1,400.00	2,800.00	1,892.50	3,785.00
A-7	Supply and Install V3B vault with V3KO lid	12	EA	1,300.00	15,600.00	992.25	11,907.00
A-8	Flagging	1	LS	3,000.00	3,000.00	24,035.00	24,035.00
A-9	ROW Permitting	1	LS	150.00	150.00	300.00	300.00
SCHEDULE A: RIVERCREST TERRACE NORTH SUBTOTAL					\$304,710.00		\$353,550.25
8.6% SALES TAX					26,205.06		30,405.32
SCHEDULE A: RIVERCREST TERRACE NORTH TOTAL					\$330,915.06		\$383,955.57
SCHEDULE B: CANYON TERRACE PHASE I							
B-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	2,500.00	2,500.00
B-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	6,550	LF	44.00	288,200.00	48.25	316,037.50
B-3	Boring/Drilling 2 - 3" conduit installation	1,166	LF	52.00	60,632.00	91.77	107,003.82
B-4	Boring/Drilling and 1 - 4" conduit installation	750	LF	52.00	39,000.00	52.00	39,000.00
B-5	Excavation and Backfill 4" wide by 4" length by 4' deep on primary side of vault or to intercept existing conduit	34	EA	1,320.00	44,880.00	560.00	19,040.00
B-6	Supply and Install V11B vault with V11STL lid	2	EA	2,300.00	4,600.00	2,640.00	5,280.00
B-7	Supply and Install V3B vault with V3STL lid	1	EA	1,400.00	1,400.00	1,492.50	1,492.50
B-8	Supply and Install V3B vault with V3KO lid	11	EA	1,300.00	14,300.00	992.25	10,914.75
B-9	Supply and Install secondary pedestal VHH40	1	EA	600.00	600.00	200.00	200.00
B-10	Flagging	1	EA	3,000.00	3,000.00	29,095.00	29,095.00
B-11	ROW Permitting	1	LS	150.00	150.00	300.00	300.00
SCHEDULE B: CANYON TERRACE PHASE I SUBTOTAL					\$461,762.00		\$530,863.57
8.6% SALES TAX					39,711.53		45,654.27
SCHEDULE B: CANYON TERRACE PHASE I TOTAL					\$501,473.53		\$576,517.84
SCHEDULE C: LYNNWOOD TERRACE							
C-1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	3,500.00	3,500.00
C-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,895	LF	44.00	215,380.00	33.09	161,975.55
C-3	Boring/Drilling and 2 -3" conduit installation	2,230	LF	52.00	115,960.00	56.77	126,597.10
C-4	Supply and Install V3B vault with V3STL lid	3	EA	1,400.00	4,200.00	1,492.50	4,477.50
C-5	Supply and Install V3B vault with V3KO lid	10	EA	1,300.00	13,000.00	992.25	9,922.50
C-6	Excavation and Backfill 4" wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	14	EA	1,320.00	18,480.00	380.00	5,320.00
C-7	Flagging	1	LS	3,000.00	3,000.00	25,300.00	25,300.00
C-8	ROW Permitting	1	LS	150.00	150.00	300.00	300.00
SCHEDULE C: LYNNWOOD TERRACE SUBTOTAL					\$375,170.00		\$337,392.65
8.6% SALES TAX					32,646.20		29,015.77
SCHEDULE C: LYNNWOOD TERRACE TOTAL					\$697,816.20		\$366,408.42
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3							
D-1	Mobilization per Task Order	1	EA	\$5,000.00	5,000.00	2,500.00	2,500.00
D-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,060	LF	44.00	178,640.00	56.75	230,405.00
D-3	Boring/Drilling 2 -3" conduit installation	1,675	LF	52.00	87,100.00	96.77	162,089.75
D-4	Supply and Install V3B vault with V3STL lid	4	EA	1,400.00	5,600.00	1,492.50	5,970.00
D-5	Supply and Install V3B vault with V3KO lid	12	EA	1,300.00	15,600.00	992.25	11,907.00
D-6	Excavation and Backfill 4" wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	15	EA	1,320.00	19,800.00	485.00	7,275.00
D-7	Flagging	1	LS	3,000.00	3,000.00	25,300.00	25,300.00
D-8	ROW Permitting	1	LS	150.00	150.00	300.00	300.00
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 SUBTOTAL					\$314,890.00		\$445,746.75
8.6% SALES TAX					27,080.54		38,334.22
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 TOTAL					\$341,970.54		\$484,080.97
SCHEDULE E: GARDEN PARK							
E-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	2,500.00	2,500.00
E-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,840	LF	44.00	212,960.00	31.25	151,250.00
E-3	Excavation and Backfill 4" wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	46	EA	1,320.00	60,720.00	420.00	19,320.00
SCHEDULE E: GARDEN PARK SUBTOTAL					\$278,680.00		\$173,070.00
8.6% SALES TAX					23,966.48		14,884.02
SCHEDULE E: GARDEN PARK TOTAL					\$302,646.48		\$187,954.02
SCHEDULE F: ORCHARD HILLS							
F-1	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	2,500.00	2,500.00
F-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	4,465	LF	44.00	196,460.00	32.95	147,121.75
F-3	Boring/Drilling and 2 - 3" conduit installation	1,095	LF	52.00	56,940.00	48.77	53,403.15
F-4	Boring/Drilling and/or trenching 1 - 4" conduit installation	670	LF	52.00	34,840.00	52.00	34,840.00
F-5	Supply and Install V3B vault with V3KO lid	11	EA	1,300.00	14,300.00	1,113.00	12,243.00

City of Richland



DATE BIDS OPENED:	02/23/18
**PROJECT NAME **	2018 HORIZONTAL DIREC

				ENGINEER'S ESTIMATE		NORTHWEST METAL FAB WILSONVILLE, OR	
F-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	20	EA	1,320.00	26,400.00	430.00	8,600.00
F-7	Flagging	1	LS	3,000.00	3,000.00	24,035.00	24,035.00
F-8	ROW Permitting	1	LS	150.00	150.00	300.00	300.00

SCHEDULE F: ORCHARD HILLS SUBTOTAL **\$337,090.00** **\$283,042.90**

8.6% SALES TAX **28,989.74** **24,341.69**

SCHEDULE F: ORCHARD HILLS TOTAL **\$366,079.74** **\$307,384.59**

SCHEDULE G: STEVENS FEEDER L-53							
1E	Mobilization per Task Order	1	LS	\$5,000.00	5,000.00	2,500.00	2,500.00
2E	Boring/Drilling and/or trenching 1 - 6" conduit installation	1,895	LF	55.00	104,225.00	52.56	99,601.20
3E	Supply and Install V19B with V19STLS lid	6	EA	3,500.00	21,000.00	5,484.00	32,904.00
4E	Excavation and Backfill 4' wide by 4' length by 4' deep at existing poles	2	EA	1,320.00	2,640.00	560.00	1,120.00
5E	Flagging	1	LS	3,000.00	3,000.00	29,095.00	29,095.00
6E	Trench Safety	1	LS	1,500.00	1,500.00	6,000.00	6,000.00
7E	ROW Permitting	1	LS	150.00	150.00	300.00	300.00

SCHEDULE G: STEVENS FEEDER L-53 SUBTOTAL **\$137,515.00** **\$171,520.20**

8.6% SALES TAX **11,826.29** **14,750.74**

SCHEDULE G: STEVENS FEEDER L-53 TOTAL **\$149,341.29** **\$186,270.94**

SCHEDULE A: RIVERCREST TERRACE NORTH	\$330,915.06	\$383,955.57
SCHEDULE B: CANYON TERRACE PHASE I	\$501,473.53	\$576,517.84
SCHEDULE C: LYNNWOOD TERRACE	\$697,816.20	\$366,408.42
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3	\$341,970.54	\$484,080.97
SCHEDULE E: GARDEN PARK	\$302,646.48	\$187,954.02
SCHEDULE F: ORCHARD HILLS	\$366,079.74	\$307,384.59
SCHEDULE G: STEVENS FEEDER L-53	\$149,341.29	\$186,270.94

GRAND TOTAL **\$2,690,242.84** **\$2,492,572.34**

City of Richland



ITB # 18-0010	DATE BIDS OPENED: 02/23/18	ITB # 18-0010
ADDITIONAL BORING	**PROJECT NAME **	2018 HORIZONTAL DIRECTIONAL BORING

POTELCO, INC. SUMNER, WA	PARAMOUNT COMM. RICHLAND, WA	MAGNUM POWER CASTLE ROCK, WA	SAUNDERS LINE CHENEY, WA
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: RIVERCREST TERRACE NORTH											
A-1	Mobilization per Task Order	1	LS	8,548.06	8,548.06	10,000.00	10,000.00	5,000.00	5,000.00	31,790.00	31,790.00
A-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	3,930	LF	84.08	330,434.40	33.50	131,655.00	47.00	184,710.00	31.00	121,830.00
A-3	Boring/Drilling 2 - 3" conduit installation	1,675	LF	129.37	216,694.75	35.00	58,625.00	52.00	87,100.00	36.00	60,300.00
A-4	Excavation and Backfill 4" wide by 4" length by 4" deep on primary side of vault	12	EA	2,454.08	29,448.96	950.00	11,400.00	1,500.00	18,000.00	995.00	11,940.00
A-5	Supply and Install V11B vault with V11STL lid	1	EA	5,325.41	5,325.41	3,275.00	3,275.00	4,440.00	4,440.00	4,748.00	4,748.00
A-6	Supply and Install V3B vault with V3STL lid	2	EA	3,086.46	6,172.92	1,875.00	3,750.00	3,140.00	6,280.00	2,983.00	5,966.00
A-7	Supply and Install V3B vault with V3KO lid	12	EA	2,421.91	29,062.92	1,200.00	14,400.00	2,000.00	24,000.00	2,201.00	26,412.00
A-8	Flagging	1	LS	74,250.00	74,250.00	2,600.00	2,600.00	5,000.00	5,000.00	1,500.00	1,500.00
A-9	ROW Permitting	1	LS	587.26	587.26	500.00	500.00	200.00	200.00	690.00	690.00
SCHEDULE A: RIVERCREST TERRACE NORTH SUBTOTAL					\$700,524.68		\$236,205.00		\$334,730.00		\$265,176.00
8.6% SALES TAX					60,245.12		20,313.63		28,786.78		22,805.14
SCHEDULE A: RIVERCREST TERRACE NORTH TOTAL					\$760,769.80		\$256,518.63		\$363,516.78		\$287,981.14
SCHEDULE B: CANYON TERRACE PHASE I											
B-1	Mobilization per Task Order	1	LS	8,548.06	8,548.06	10,000.00	10,000.00	800.00	800.00	34,195.00	34,195.00
B-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	6,550	LF	73.93	484,241.50	33.50	219,425.00	46.00	301,300.00	53.71	351,800.50
B-3	Boring/Drilling 2 - 3" conduit installation	1,166	LF	124.16	144,770.56	35.00	40,810.00	50.00	58,300.00	57.76	67,348.16
B-4	Boring/Drilling and 1 - 4" conduit installation	750	LF	54.57	40,927.50	35.50	26,625.00	47.00	35,250.00	65.29	48,967.50
B-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	34	EA	2,454.08	83,438.72	950.00	32,300.00	1,500.00	51,000.00	1,375.00	46,750.00
B-6	Supply and Install V11B vault with V11STL lid	2	EA	4,049.58	8,099.16	3,275.00	6,550.00	4,440.00	8,880.00	4,870.00	9,740.00
B-7	Supply and Install V3B vault with V3STL lid	1	EA	3,870.41	3,870.41	1,875.00	1,875.00	3,140.00	3,140.00	3,020.00	3,020.00
B-8	Supply and Install V3B vault with V3KO lid	11	EA	2,880.55	31,686.05	1,200.00	13,200.00	2,000.00	22,000.00	2,215.00	24,365.00
B-9	Supply and Install secondary pedestal VHH40	1	EA	2,722.50	2,722.50	1,000.00	1,000.00	1,000.00	1,000.00	1,325.00	1,325.00
B-10	Flagging	1	EA	99,000.00	99,000.00	5,200.00	5,200.00	5,000.00	5,000.00	7,555.00	7,555.00
B-11	ROW Permitting	1	LS	537.18	537.18	500.00	500.00	200.00	200.00	690.00	690.00
SCHEDULE B: CANYON TERRACE PHASE I SUBTOTAL					\$907,841.64		\$357,485.00		\$486,870.00		\$595,756.16
8.6% SALES TAX					78,074.38		30,743.71		41,870.82		51,235.03
SCHEDULE B: CANYON TERRACE PHASE I TOTAL					\$985,916.02		\$388,228.71		\$528,740.82		\$646,991.19
SCHEDULE C: LYNNWOOD TERRACE											
C-1	Mobilization per Task Order	1	EA	8,548.06	8,548.06	10,000.00	10,000.00	5,000.00	5,000.00	23,105.00	23,105.00
C-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,895	LF	89.36	437,417.20	33.50	163,982.50	46.00	225,170.00	29.00	141,955.00
C-3	Boring/Drilling and 2 -3" conduit installation	2,230	LF	131.31	292,821.30	35.00	78,050.00	51.00	113,730.00	39.00	86,970.00
C-4	Supply and Install V3B vault with V3STL lid	3	EA	3,418.54	10,255.62	1,875.00	5,625.00	3,140.00	9,420.00	2,980.00	8,940.00
C-5	Supply and Install V3B vault with V3KO lid	10	EA	2,925.94	29,259.40	1,200.00	12,000.00	2,000.00	20,000.00	2,200.00	22,000.00
C-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	14	EA	2,454.08	34,357.12	950.00	13,300.00	1,500.00	21,000.00	1,610.00	22,540.00
C-7	Flagging	1	LS	87,862.50	87,862.50	1,300.00	1,300.00	5,000.00	5,000.00	1,500.00	1,500.00
C-8	ROW Permitting	1	LS	571.64	571.64	500.00	500.00	200.00	200.00	690.00	690.00
SCHEDULE C: LYNNWOOD TERRACE SUBTOTAL					\$901,092.84		\$284,757.50		\$399,520.00		\$307,700.00
8.6% SALES TAX					77,493.98		24,489.15		34,358.72		26,462.20
SCHEDULE C: LYNNWOOD TERRACE TOTAL					\$978,586.82		\$309,246.65		\$433,878.72		\$334,162.20
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3											
D-1	Mobilization per Task Order	1	EA	8,994.50	8,994.50	10,000.00	10,000.00	800.00	800.00	23,290.00	23,290.00
D-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,060	LF	75.93	308,275.80	33.50	136,010.00	45.00	182,700.00	31.00	125,860.00
D-3	Boring/Drilling 2 -3" conduit installation	1,675	LF	124.90	209,207.50	35.00	58,625.00	50.00	83,750.00	44.00	73,700.00
D-4	Supply and Install V3B vault with V3STL lid	4	EA	3,359.53	13,438.12	1,875.00	7,500.00	3,140.00	12,560.00	3,460.00	13,840.00
D-5	Supply and Install V3B vault with V3KO lid	12	EA	2,912.34	34,948.08	1,200.00	14,400.00	2,000.00	24,000.00	2,200.00	26,400.00
D-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	15	EA	1,840.56	27,608.40	1,000.00	15,000.00	1,500.00	22,500.00	1,375.00	20,625.00
D-7	Flagging	1	LS	70,537.50	70,537.50	3,000.00	3,000.00	5,000.00	5,000.00	2,860.00	2,860.00
D-8	ROW Permitting	1	LS	120.44	120.44	500.00	500.00	200.00	200.00	690.00	690.00
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 SUBTOTAL					\$673,130.34		\$245,035.00		\$331,510.00		\$287,265.00
8.6% SALES TAX					57,889.21		21,073.01		28,509.86		24,704.79
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 TOTAL					\$731,019.55		\$266,108.01		\$360,019.86		\$311,969.79
SCHEDULE E: GARDEN PARK											
E-1	Mobilization per Task Order	1	LS	8,559.99	8,559.99	10,000.00	10,000.00	800.00	800.00	23,245.00	23,245.00
E-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,840	LF	76.96	372,486.40	33.50	162,140.00	45.00	217,800.00	23.00	111,320.00
E-3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	46	EA	1,962.85	90,291.10	1,000.00	46,000.00	1,500.00	69,000.00	1,505.00	69,230.00
SCHEDULE E: GARDEN PARK SUBTOTAL					\$471,337.49		\$218,140.00		\$287,600.00		\$203,795.00
8.6% SALES TAX					40,535.02		18,760.04		24,733.60		17,526.37
SCHEDULE E: GARDEN PARK TOTAL					\$511,872.51		\$236,900.04		\$312,333.60		\$221,321.37
SCHEDULE F: ORCHARD HILLS											
F-1	Mobilization per Task Order	1	LS	8,546.81	8,546.81	10,000.00	10,000.00	800.00	800.00	21,490.00	21,490.00
F-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	4,465	LF	82.37	367,782.05	33.50	149,577.50	45.00	200,925.00	49.33	220,258.45
F-3	Boring/Drilling and 2 - 3" conduit installation	1,095	LF	126.85	138,900.75	35.00	38,325.00	50.00	54,750.00	58.82	64,407.90
F-4	Boring/Drilling and/or trenching 1 - 4" conduit installation	670	LF	61.81	41,412.70	35.50	23,785.00	47.00	31,490.00	58.24	39,020.80
F-5	Supply and Install V3B vault with V3KO lid	11	EA	3,028.18	33,309.98	1,200.00	13,200.00	2,000.00	22,000.00	2,200.00	24,200.00

City of Richland



ITB # 18-0010	DATE BIDS OPENED: 02/23/18	ITB # 18-0010
ADDITIONAL BORING	**PROJECT NAME **	2018 HORIZONTAL DIRECTIONAL BORING

Richland Washington				POTELCO, INC. SUMNER, WA		PARAMOUNT COMM. RICHLAND, WA		MAGNUM POWER CASTLE ROCK, WA		SAUNDERS LINE CHENEY, WA	
F-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	20	EA	2,454.08	49,081.60	950.00	19,000.00	1,500.00	30,000.00	1,520.00	30,400.00
F-7	Flagging	1	LS	61,875.00	61,875.00	5,200.00	5,200.00	5,000.00	5,000.00	7,500.00	7,500.00
F-8	ROW Permitting	1	LS	564.11	564.11	500.00	500.00	200.00	200.00	690.00	690.00

SCHEDULE F: ORCHARD HILLS SUBTOTAL	\$701,473.00	\$259,587.50	\$345,165.00	\$407,967.15
8.6% SALES TAX	60,326.68	22,324.53	29,684.19	35,085.17
SCHEDULE F: ORCHARD HILLS TOTAL	\$761,799.68	\$281,912.03	\$374,849.19	\$443,052.32

SCHEDULE G: STEVENS FEEDER L-53											
1E	Mobilization per Task Order	1	LS	8,548.06	8,548.06	10,000.00	10,000.00	800.00	800.00	18,700.00	18,700.00
2E	Boring/Drilling and/or trenching 1 - 6" conduit installation	1,895	LF	114.27	216,541.65	44.75	84,801.25	65.00	123,175.00	59.00	111,805.00
3E	Supply and Install V19B with V19STLS lid	6	EA	11,196.21	67,177.26	9,400.00	56,400.00	6,615.00	39,690.00	8,025.00	48,150.00
4E	Excavation and Backfill 4' wide by 4' length by 4' deep at existing poles	2	EA	3,703.00	7,406.00	950.00	1,900.00	1,500.00	3,000.00	1,300.00	2,600.00
5E	Flagging	1	LS	39,600.00	39,600.00	4,550.00	4,550.00	5,000.00	5,000.00	700.00	700.00
6E	Trench Safety	1	LS	8,125.00	8,125.00	400.00	400.00	13,000.00	13,000.00	4,500.00	4,500.00
7E	ROW Permitting	1	LS	563.92	563.92	500.00	500.00	200.00	200.00	690.00	690.00

SCHEDULE G: STEVENS FEEDER L-53 SUBTOTAL	\$347,961.89	\$158,551.25	\$184,865.00	\$187,145.00
8.6% SALES TAX	29,924.72	13,635.41	15,898.39	16,094.47
SCHEDULE G: STEVENS FEEDER L-53 TOTAL	\$377,886.61	\$172,186.66	\$200,763.39	\$203,239.47

SCHEDULE A: RIVERCREST TERRACE NORTH	\$760,769.80	\$256,518.63	\$363,516.78	\$287,981.14
SCHEDULE B: CANYON TERRACE PHASE I	\$985,916.02	\$388,228.71	\$528,740.82	\$646,991.19
SCHEDULE C: LYNNWOOD TERRACE	\$978,586.82	\$309,246.65	\$433,878.72	\$334,162.20
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3	\$731,019.55	\$266,108.01	\$360,019.86	\$311,969.79
SCHEDULE E: GARDEN PARK	\$511,872.51	\$236,900.04	\$312,333.60	\$221,321.37
SCHEDULE F: ORCHARD HILLS	\$761,799.68	\$281,912.03	\$374,849.19	\$443,052.32
SCHEDULE G: STEVENS FEEDER L-53	\$377,886.61	\$172,186.66	\$200,763.39	\$203,239.47
GRAND TOTAL	\$5,107,851.00	\$1,911,100.73	\$2,574,102.36	\$2,448,717.48

City of Richland



DATE BIDS OPENED:	02/23/18	ITB #	18-0010
***PROJECT NAME ***			

				CASCADE CABLE SPOKANE, WA		PROF. UNDERGROUND EUGENE, OR		RISING RIVER IDAHO FALLS, ID	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: RIVERCREST TERRACE NORTH									
A-1	Mobilization per Task Order	1	LS	435.00	435.00	3,000.00	3,000.00	7,847.00	7,847.00
A-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	3,930	LF	50.39	198,032.70	39.00	153,270.00	38.00	149,340.00
A-3	Boring/Drilling 2 - 3" conduit installation	1,675	LF	80.88	135,474.00	40.00	67,000.00	48.00	80,400.00
A-4	Excavation and Backfill 4" wide by 4" length by 4' deep on primary side of vault	12	EA	807.76	9,693.12	2,054.00	24,648.00	1,500.00	18,000.00
A-5	Supply and Install V11B vault with V11STL lid	1	EA	3,181.22	3,181.22	4,264.00	4,264.00	4,475.00	4,475.00
A-6	Supply and Install V3B vault with V3STL lid	2	EA	2,405.17	4,810.34	5,160.00	10,320.00	3,175.00	6,350.00
A-7	Supply and Install V3B vault with V3KO lid	12	EA	2,094.67	25,136.04	3,358.00	40,296.00	2,550.00	30,600.00
A-8	Flagging	1	LS	6,520.50	6,520.50	12,000.00	12,000.00	36,993.00	36,993.00
A-9	ROW Permitting	1	LS	75.00	75.00	300.00	300.00	500.00	500.00
SCHEDULE A: RIVERCREST TERRACE NORTH SUBTOTAL					383,357.92		315,098.00		334,505.00
8.6% SALES TAX					32,968.78		27,098.43		28,767.43
SCHEDULE A: RIVERCREST TERRACE NORTH TOTAL					416,326.70		342,196.43		363,272.43
SCHEDULE B: CANYON TERRACE PHASE I									
B-1	Mobilization per Task Order	1	LS	435.00	435.00	3,000.00	3,000.00	11,851.00	11,851.00
B-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	6,550	LF	49.96	327,238.00	45.58	298,549.00	38.00	248,900.00
B-3	Boring/Drilling 2 - 3" conduit installation	1,166	LF	80.45	93,804.70	48.68	56,760.88	48.00	55,968.00
B-4	Boring/Drilling and 1 - 4" conduit installation	750	LF	51.04	38,280.00	43.99	32,992.50	51.00	38,250.00
B-5	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	34	EA	807.76	27,463.84	1,128.00	38,352.00	1,500.00	51,000.00
B-6	Supply and Install V11B vault with V11STL lid	2	EA	3,187.05	6,374.10	3,706.00	7,412.00	4,475.00	8,950.00
B-7	Supply and Install V3B vault with V3STL lid	1	EA	2,411.00	2,411.00	3,127.00	3,127.00	3,175.00	3,175.00
B-8	Supply and Install V3B vault with V3KO lid	11	EA	2,100.50	23,105.50	2,726.00	29,986.00	2,550.00	28,050.00
B-9	Supply and Install secondary pedestal VHH40	1	EA	280.00	280.00	2,418.00	2,418.00	2,500.00	2,500.00
B-10	Flagging	1	EA	16,767.00	16,767.00	0.01	0.01	55,869.00	55,869.00
B-11	ROW Permitting	1	LS	75.00	75.00	300.00	300.00	500.00	500.00
SCHEDULE B: CANYON TERRACE PHASE I SUBTOTAL					\$536,234.14		\$472,897.39		\$505,013.00
8.6% SALES TAX					46,116.14		40,669.18		43,431.12
SCHEDULE B: CANYON TERRACE PHASE I TOTAL					\$582,350.28		\$513,566.57		\$548,444.12
SCHEDULE C: LYNNWOOD TERRACE									
C-1	Mobilization per Task Order	1	EA	435.00	435.00	3,000.00	3,000.00	9,975.00	9,975.00
C-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,895	LF	50.26	246,022.70	35.75	174,996.25	38.00	186,010.00
C-3	Boring/Drilling and 2 - 3" conduit installation	2,230	LF	80.75	180,072.50	37.80	84,294.00	48.00	107,040.00
C-4	Supply and Install V3B vault with V3STL lid	3	EA	2,417.73	7,253.19	3,202.00	9,606.00	3,175.00	9,525.00
C-5	Supply and Install V3B vault with V3KO lid	10	EA	2,107.23	21,072.30	2,798.00	27,980.00	2,550.00	25,500.00
C-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	14	EA	807.76	11,308.64	835.00	11,690.00	1,500.00	21,000.00
C-7	Flagging	1	LS	5,589.00	5,589.00	15,000.00	15,000.00	47,025.00	47,025.00
C-8	ROW Permitting	1	LS	75.00	75.00	300.00	300.00	500.00	500.00
SCHEDULE C: LYNNWOOD TERRACE SUBTOTAL					\$471,828.33		\$326,866.25		\$406,575.00
8.6% SALES TAX					40,577.24		28,110.50		34,965.45
SCHEDULE C: LYNNWOOD TERRACE TOTAL					\$512,405.57		\$354,976.75		\$441,540.45
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3									
D-1	Mobilization per Task Order	1	EA	435.00	435.00	3,000.00	3,000.00	8,029.00	8,029.00
D-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,060	LF	50.36	204,461.60	37.00	150,220.00	38.00	154,280.00
D-3	Boring/Drilling 2 - 3" conduit installation	1,675	LF	80.85	135,423.75	43.00	72,025.00	48.00	80,400.00
D-4	Supply and Install V3B vault with V3STL lid	4	EA	2,400.00	9,600.00	3,262.00	13,048.00	3,175.00	12,700.00
D-5	Supply and Install V3B vault with V3KO lid	12	EA	2,089.56	25,074.72	2,852.00	34,224.00	2,550.00	30,600.00
D-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	15	EA	807.76	12,116.40	815.00	12,225.00	1,500.00	22,500.00
D-7	Flagging	1	LS	5,589.00	5,589.00	14,000.00	14,000.00	37,851.00	37,851.00
D-8	ROW Permitting	1	LS	75.00	75.00	200.00	200.00	500.00	500.00
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 SUBTOTAL					\$392,775.47		\$298,942.00		\$346,860.00
8.6% SALES TAX					33,778.69		25,709.01		29,829.96
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3 TOTAL					\$426,554.16		\$324,651.01		\$376,689.96
SCHEDULE E: GARDEN PARK									
E-1	Mobilization per Task Order	1	LS	435.00	435.00	3,000.00	3,000.00	6,776.00	6,776.00
E-2	Boring/Drilling and/or trenching 1" - 3" conduit installation	4,840	LF	80.13	387,829.20	30.75	148,830.00	38.00	183,920.00
E-3	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	46	EA	807.76	37,156.96	886.00	40,756.00	1,500.00	69,000.00
SCHEDULE E: GARDEN PARK SUBTOTAL					\$425,421.16		\$192,586.00		\$259,696.00
8.6% SALES TAX					36,586.22		16,562.40		22,333.86
SCHEDULE E: GARDEN PARK TOTAL					\$462,007.38		\$209,148.40		\$282,029.86
SCHEDULE F: ORCHARD HILLS									
F-1	Mobilization per Task Order	1	LS	435.00	435.00	3,000.00	3,000.00	8,722.00	8,722.00
F-2	Boring/Drilling and/or trenching 1 - 3" conduit installation	4,465	LF	50.17	224,009.05	42.50	189,762.50	38.00	169,670.00
F-3	Boring/Drilling and 2 - 3" conduit installation	1,095	LF	80.66	88,322.70	45.00	49,275.00	48.00	52,560.00
F-4	Boring/Drilling and/or trenching 1 - 4" conduit installation	670	LF	51.25	34,337.50	46.00	30,820.00	51.00	34,170.00
F-5	Supply and Install V3B vault with V3KO lid	11	EA	2,124.36	23,367.96	3,000.00	33,000.00	2,550.00	28,050.00

City of Richland



DATE BIDS OPENED:	02/23/18	ITB #	18-0010
**PROJECT NAME **			

				CASCADE CABLE SPOKANE, WA		PROF. UNDERGROUND EUGENE, OR		RISING RIVER IDAHO FALLS, ID	
F-6	Excavation and Backfill 4' wide by 4' length by 4' deep on primary side of vault or to intercept existing conduit	20	EA	807.76	16,155.20	845.00	16,900.00	1,500.00	30,000.00
F-7	Flagging	1	LS	19,561.50	19,561.50	15,000.00	15,000.00	41,118.00	41,118.00
F-8	ROW Permitting	1	LS	75.00	75.00	300.00	300.00	500.00	500.00

SCHEDULE F: ORCHARD HILLS SUBTOTAL	\$406,263.91	\$338,057.50	\$364,790.00
8.6% SALES TAX	34,938.70	29,072.95	31,371.94
SCHEDULE F: ORCHARD HILLS TOTAL	\$441,202.61	\$367,130.45	\$396,161.94

SCHEDULE G: STEVENS FEEDER L-53									
1E	Mobilization per Task Order	1	LS	435.00	435.00	3,000.00	3,000.00	2,653.00	2,653.00
2E	Boring/Drilling and/or trenching 1 - 6" conduit installation	1,895	LF	55.78	105,703.10	55.00	104,225.00	65.00	123,175.00
3E	Supply and Install V19B with V19STLS lid	6	EA	5,842.62	35,055.72	7,100.00	42,600.00	7,450.00	44,700.00
4E	Excavation and Backfill 4' wide by 4' length by 4' deep at existing poles	2	EA	807.76	1,615.52	1,561.00	3,122.00	1,500.00	3,000.00
5E	Flagging	1	LS	1,863.00	1,863.00	8,000.00	8,000.00	12,507.00	12,507.00
6E	Trench Safety	1	LS	250.00	250.00	1,000.00	1,000.00	5,000.00	5,000.00
7E	ROW Permitting	1	LS	75.00	75.00	200.00	200.00	500.00	500.00

SCHEDULE G: STEVENS FEEDER L-53 SUBTOTAL	\$144,997.34	\$162,147.00	\$191,535.00
8.6% SALES TAX	12,469.77	13,944.64	16,472.01
SCHEDULE G: STEVENS FEEDER L-53 TOTAL	\$157,467.11	\$176,091.64	\$208,007.01

SCHEDULE A: RIVERCREST TERRACE NORTH	\$416,326.70	\$342,196.43	\$363,272.43
SCHEDULE B: CANYON TERRACE PHASE I	\$582,350.28	\$513,566.57	\$548,444.12
SCHEDULE C: LYNNWOOD TERRACE	\$512,405.57	\$354,976.75	\$441,540.45
SCHEDULE D: WASHINGTON PARK NOS. 2 & 3	\$426,554.16	\$324,651.01	\$376,689.96
SCHEDULE E: GARDEN PARK	\$462,007.38	\$209,148.40	\$282,029.86
SCHEDULE F: ORCHARD HILLS	\$441,202.61	\$367,130.45	\$396,161.94
SCHEDULE G: STEVENS FEEDER L-53	\$157,467.11	\$176,091.64	\$208,007.01
GRAND TOTAL	\$2,998,313.80	\$2,287,761.24	\$2,616,145.76



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 45-18, Approving the use of \$271,300 from the Tourism Promotion Area Reserve Account for Supplemental Tourism-related Projects in 2018

Department:
City Manager

Ordinance/Resolution Number:
45-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 45-18, approving the use of \$271,300 from the Tourism Promotion Area Reserve Account for supplemental tourism-related projects in 2018.

Summary:

On June 1, 2004, the cities of Kennewick, Pasco and Richland entered into an Interlocal Cooperation Agreement to establish a Tri-City Regional Tourism Promotion Area (TPA), and created the Tri-Cities Regional Hotel-Motel Commission to advise on the expenditure of the Special Lodging Assessment revenue generated in the TPA. The interlocal agreement also appointed Visit TRI-CITIES to manage the TPA.

Each year, Visit TRI-CITIES submits an annual TPA Business & Marketing Plan and Budget for approval by the City of Richland and the other participating agencies. Council approved the 2018 TPA Business & Marketing Plan and Budget at its regular meeting on October 17, 2017.

The Tri-City Regional Hotel-Motel Commission has identified \$361,416 in funds available for reinvestment in tourism-related projects over the next two years. The Commission requests a transfer of excess funds in the amount of \$271,300 from the Reserve Account for supplemental tourism-related projects this year.

For more information, please see the Visit TRI-CITIES Reserve Request Details Attachment. Staff recommends approval of Resolution No. 45-18.

Fiscal Impact:

This action will have no fiscal impact to the City of Richland budget. Recommended projects will be funded by the Special Lodging Reserves managed by the Tri-Cities Visitor and Convention Bureau.

Attachments:

1. Resolution No. 45-18
2. Visit TRI-CITIES Letter
3. Visit TRI-CITIES Reserve Request Details

RESOLUTION NO. 45-18

A RESOLUTION of the City of Richland approving the use of 2018 Tourism Promotion Areas Reserve Account funds for supplemental projects in 2018.

WHEREAS, in 2004, the Tri-Cities Area Hotel and Lodging Association (TCAH&LA) proposed that Tourism Promotion Areas (TPA) be formed in each of the three principal cities in the Tri-Cities area; and

WHEREAS, by interlocal agreement, assessments are pooled for use by the Tri-Cities Visitor and Convention Bureau (TCVCB) to conduct specified promotional activities on behalf of the entire region; and

WHEREAS, the TPA Reserve Account currently exceeds the acceptable level of \$500,000 available for reinvestment in tourism related projects; and

WHEREAS, the Tri-City Regional Hotel-Motel Commission requests the transfer of excess funds in the amount of \$271,300 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission for supplemental projects supporting tourism promotion in 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the transfer of excess funds in the amount of \$271,300 from the TPA Reserve Account to the Tri-City Regional Hotel-Motel Commission is approved.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



P.O. Box 2241
Tri-Cities, WA 99302-2241
509-735-8486
1-800-254-5824
www.VisitTRI-CITIES.com
info@VisitTRI-CITIES.com

March 1, 2018

Ms. Cindy Reents
City of Richland
500 Swift Blvd., MS-18
Richland, WA 99352

Dear Ms. Reents:

Thank you for the opportunity to present the Visit TRI-CITIES 2017 Annual Report, 2018 Work Plan and to make a request to utilize Tourism Promotion Area reserve funds to the Richland City Council on Tuesday, March 20, 2018.

On behalf of the Tri City Regional Hotel-Motel Commission, Visit TRI-CITIES would like to request the transfer of \$271,300 from Tourism Promotion Area Reserve Account to be used for supplemental tourism related projects this year.

We prepare the Tourism Promotion Area (TPA) budget in July of each year for the following calendar year. As is the case with most every budget process, there are always more worthy projects to be considered than funds to support them. We manage our resources carefully to ensure our expenses never exceed our projected income and we budget conservatively. As a result, the TPA Commissioners have identified \$361,416 in funds available for reinvestment in tourism related projects over the next two years.

The funds available for project investment are in addition to the minimum reserve requirement of \$500,000, the amount set based on the recommendation of the City Managers who participate in at Commission meetings as Ex-Officios. It is the Commission's position that once the reserve account reaches this level, that any additional funds should actively be used to promote the Tri Cities as a destination; creating increased visitor spending in the community. The projects under consideration accomplishes that goal.

Given that the balance of the Tourism Promotion Area Reserve Account exceeds the acceptable level of \$500,000; the Commissioners of the Tri City Regional Hotel-Motel Commission have voted in favor of re-investing the surplus revenues, in the amount of \$271,300 that will help tourism related projects including digital, print and television advertising and promotions to increase leisure travel stays and secure new conventions and sports tournaments. A summary of the projects and the associated expenditures is attached for your review.

Again, thank you for your consideration and support of the tourism industry. I am available for any questions or comments you may have.

Sincerely,

A handwritten signature in black ink that reads "Kris Watkins". The signature is fluid and cursive.

Kris Watkins
President and CEO

Enclosure

Tri-City Hotel-Motel Commission Tourism Reserve Balance Request

The TPA Commissioners have unanimously voted to request \$271,300 from the reserve account for the following future projects.

Bid Fees \$60,000

Visit TRI-CITIES staff continues to identify regional and national tournaments and conventions that request bid fees to host events. Increasing our bid fee fund will enable and enhance event acquisition. Fees are only incurred if the event is awarded to the destination. The following events have been identified to utilize such funds:

Sports: \$35,000

- WIAA 2018-2020 State 3A & 4A Volleyball Championships – \$12,000 (\$4,000 per year)
- National Association of Intercollegiate Athletics, Softball Opening Rounds – \$6,000
- USA Track & Field Junior Cross Country Championships – \$7,000
- USA Crits Series – \$10,000

Conventions: \$25,000

- Washington Society of Association Executive (WSAE) – \$15,000
- Meeting Professionals International (MPI) – \$10,000

Bidding Fees Included in the 2018 Marketing Plan:

- Senior Softball USA Regional Championship: \$10,000
- US Lacrosse National Team Development Regional Camp: \$5,000

Trade Show Attendance Sponsorships \$23,600

Sports: \$15,000

- National Association of Sports Commissions – Sports Event Symposium – Sponsorship of breakfast and promo item \$15,000

Conventions: \$8,600

- Northwest Event Show (Registration and Travel) – \$4,000
The event, held in October, attracts 1,700 meeting professionals and is attended by competitors such as the Wenatchee Convention Center, Lynnwood Convention Center, Visit Seattle, Cave B Estate Winery & Resort, Campbell's Resort and Alderbrook Resort.

- Meetings Today Live! West - \$4,600
The event is held in Las Vegas in late-April/early-May. It is attended by 30 pre-qualified meeting professionals who plan events in western U.S. and 30 suppliers including Snohomish County Tourism Bureau and Southside Seattle Tourism. Suppliers will have 20 pre-scheduled sales appointments with planners.

Print Advertising **\$34,200**

Sports: \$25,600

- Sports Destination Management Magazine:
Destination Spotlight – High Impact Advertorial – \$7,000
Mar./Apr. Issue – Back cover: \$4,500
- Sports Events Magazine:
Mar. Issue – full page ad – \$3,000
Dec. Issue – two-page spread – \$7,100
- Sports Planning Guide:
Annual Edition – full page ad / 2-page print– \$4,000

Conventions: \$8,600

- Meeting News Northwest – ½ page ad 4 x in 2018; Includes e-newsletter blast with photo & editorial in May/June: \$8,600

Television Advertising **\$20,000**

Additional funding to increase prime time television advertising in the Puget Sound market by \$10,000 (from \$30,000 to \$40,000) in both the spring and fall campaigns.

Sports Complexes Feasibility Study **\$30,000**

Visit TRI-CITIES staff will work with our city partners to conduct a feasibility study for sports complex development needs within each jurisdiction. Sports Complex plans are existing in each city, and a feasibility study will assist with moving those venues towards development.

Total Cost of Study: \$60,000

Cities' Total Contribution: \$30,000 (\$7,500 per city)

TPA Contribution: \$30,000

Website **\$50,000**

Funding to be added to the \$50,000 previously set aside to fund a next website re-design, which should occur in 2-3 years.

Marketing **\$11,000**

Public Relations: \$11,000

- Visit TRI-CITIES currently contracts with GreenRubino to support our efforts to pitch stories to travel writers. Visit TRI-CITIES is preparing an RFP to solicit for either increased coverage from GreenRubino or to select a new provider. The current investment is \$24,000 per year. We would like to increase the budget to \$35,000.

Digital Advertising **\$30,000**

Marketing:

- Seattle Times Digital Advertising: \$30,000
The Seattle Times offers an opportunity to increase the visibility of Tri-Cities, Washington as a premier destination in the Puget Sound, Portland, Spokane and Boise regions using a multimedia strategy, including target online campaign strategy, lead story and display ad in the NW Traveler section of the Sunday Edition, and Native Content, two stories about the destination that will be displayed on the site indefinitely.

Travel Writer Familiarization (FAM) Tours **\$12,500**

- Travel with Words FAM Tour: \$2,500
The Travel & Words Conference allows Visit TRI-CITIES to connect with nearly 100 food, travel and wine writers from throughout the Pacific Northwest. Visit Tri-Cities will host 6 qualified writers of our choosing for a familiarization tour of the Tri-Cities region including wine country, outdoor exploration and culinary experiences. This an opportunity to generate press in publications, creating thousand positive impressions and attracting visitors to the Tri-Cities region.
- Wine Bloggers Post Conference FAM Tour: \$10,000
The 2018 conference will take place in Walla Walla, and offers a unique opportunity to connect with approximately 100 bloggers and social influencers from throughout the county who write about wine and the wine industry. A key component of Visit Tri-Cities' marketing strategy includes promoting the region as a premier wine region, and exposure of the Tri-Cities to this group will generate online press, positive impressions and attracting visitors to the Tri-Cities region.

TOTAL TPA Reserve Request = \$271,300



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 47-18, Authorizing Amendment No. 1 to the Washington State Department of Transportation Local Agency Participation Agreement for the I-182/Queensgate Ramp Terminal Improvements

Department:
Public Works

Ordinance/Resolution Number:
47-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 47-18, authorizing the City Manager to sign and execute Amendment No. 1 to the WSDOT Local Agency Partnership Agreement for construction of the I-182/Queensgate Ramp Terminal Improvements project.

Summary:

The 2017 - 2022 Transportation Improvement Program and the 2017 - 2031 Capital Improvement Plan included a project titled I-182 / Queensgate Eastbound Ramp Terminal Improvements. The project was designed to improve vehicle capacity, safety, and non-motorized connectivity. A complimentary project, the Queensgate Drive / Columbia Park Trail Improvements, is proposed for construction contract award on tonight's agenda.

In 2017, the City entered into an agreement with the Washington State Department of Transportation (WSDOT) to implement the I-182 / Queensgate project since the project modifies WSDOT facilities. City and WSDOT staff collaborated on design of the complimentary projects to ensure the combined improvements will function well. In particular, WSDOT added bicycle and pedestrian features to the I-182 / Queensgate project to integrate with City street features on Queensgate.

WSDOT received construction bids on February 7, 2018. The six bids exceeded the engineer's estimate and the funding included in the City's agreement. Analysis of the bids indicate that work zone constraints to accommodate the busy travel in the area resulted in higher-than-expected prices. City staff believes the prices reflect the best value available to the City. WSDOT has agreed to assist the City with the cost increase by providing the construction administration and inspection without cost to the City. Taking into account the project savings from WSDOT, City staff have administratively reallocated existing budget capacity to support the increased construction costs. City and WSDOT staff prepared the proposed Amendment No. 1 to the 2017 Agreement. The amendment authorizes increased costs as identified in the lowest responsible bid and includes capacity for a prudent construction contingency.

Staff recommends approval of Resolution No. 47-18.

Fiscal Impact:

The total costs associated with the WSDOT agreement are estimated at \$2,805,524, which includes a prudent construction contingency. The total project costs to the City, which includes design, engineering and construction, are estimated at \$3,130,000. The total project budget, after the administrative reallocation completed by staff, is \$3,130,000. Staff reallocated budget capacity remaining from completed Streets construction projects and from the South Richland Collector Street Impact Fee program to assemble the necessary budget.

Attachments:

1. Resolution No. 47-18
2. First Amendment to Partnering Agreement GCB 2512

RESOLUTION NO. 47-18

A RESOLUTION of the City of Richland authorizing an Amendment No. 1 to the Local Agency Participation Agreement with the Washington State Department of Transportation for the construction of a roundabout at the eastbound I-182 ramp terminal at Queensgate Drive.

WHEREAS, the City of Richland has long planned improvements to the Queensgate Drive/I-182 interchange due to increasing congestion in the area; and

WHEREAS, the City conducted a corridor planning study in 2015 on Queensgate Drive between Shockley Road and I-182 to identify the scope and conceptual design of improvements; and

WHEREAS, the planning study identified improvements to the Queensgate Drive/I-182 eastbound ramp terminal intersection as the key to addressing the area's congestion, and identified a roundabout intersection as the preferred design; and

WHEREAS, in 2017, the City had identified funding for the Queensgate Drive/I-182 eastbound ramp terminal intersection, and entered into an agreement with the Washington State Department of Transportation (WSDOT) for the design and construction of the intersection; and

WHEREAS, the scope of work included in the 2017 agreement included completion of the ramp terminal on the south side of the interchange; and

WHEREAS, during design, and subsequent to execution of the agreement between the parties, additional pedestrian features were added to the project scope; and

WHEREAS, the ramp terminals design work was completed December 26, 2017, and construction bids were received on February 7, 2018; and

WHEREAS, the construction bids received exceeded the original agreement amount; and

WHEREAS, City staff has negotiated cost sharing with WSDOT for the increased project cost, resulting in WSDOT providing the construction administration and inspection without cost to the City; and

WHEREAS, City and WSDOT staff have prepared a proposed Amendment No. 1 to the 2017 Agreement that will increase the project costs paid by the City to cover the additional construction cost and contingencies; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Amendment No. 1 to the Local Agency Participation Agreement with Washington State Department of Transportation regarding the Queensgate Dr. – Interchange Improvements Project, along with all additional documents necessary to effectuate the intent of the parties.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

AGREEMENT GCB 2512
Amendment No. 1
Queensgate Dr – Interchange Improvements

This Amendment No. 1 is made and entered into between the Washington State Department of Transportation, hereinafter the “STATE,” and the City of Richland, a Washington municipal corporation located at 505 Swift Boulevard, Richland, WA 99352 hereinafter the “CITY.”

WHEREAS, the Parties entered into the Agreement GCB 2512 (AGREEMENT) on May 9, 2017, which addresses the advertisement, award, execution and construction administration of the project titled “I-182, Queensgate Dr. – Interchange Improvements,” hereinafter the “Project”; and

WHEREAS, the STATE advertised the Project on December 26, 2017, and the bids were opened on February 7, 2018; and

WHEREAS, Section 6.6 of this AGREEMENT requires a written Amendment for an increase in cost by more than 9%, the low bidder’s bid was approximately 18.4% over the Maximum Agreement Amount; and

WHEREAS, the Parties agree to amend this AGREEMENT in accordance with Section 11.1 to remove the Project’s construction administration cost from the estimate, Exhibit A and revising Section 6.6; and

WHEREAS, this project is on the State highway system and will provide a benefit to WSDOT, the WSDOT agrees to support the Project; and

WHEREAS, due to the unexpected high bid prices and the CITY not having the available funding to cover the additional project cost WSDOT has agreed to perform the construction administration for this Project at no cost to the CITY; and

NOW THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein and Exhibit A-1 which is attached and by this reference made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Section 6.6 Increase in Cost, is revised by deleting “nine (9) percent” and replacing it with “four (4) percent”.
2. All references to Exhibit “A” in the AGREEMENT are revised to read Exhibit “A-1”.
3. Exhibit “A”, is hereby replaced in its entirety with Exhibit A-1.

All other terms and conditions of the AGREEMENT shall remain in full force and effect except as modified by this AMENDMENT.

GCB 2512

Amendment No. 1

Page 1 of 2

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 as of the Party's date signed last below.

CITY OF RICHLAND	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:	By:
Cynthia D. Reents, ICMA-CM	Todd V. Trepanier, P.E.
Richland Manager	SCR Region Administrator
Date:	Date:
APPROVED AS TO FORM	APPROVED AS TO FORM
By:	By:
Heather Kintzley	
Richland City Attorney	
Date:	Date:

PS&E JOB NO: AA9196
CONTRACT NO: 000000
WORK ORDER#: MS7673

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - SUMMARY ***

DATE: 02/22/2018 PAGE: 1
TIME: 10:23 VER: 1
DOT_RGG200

HIGHWAY : SR 182
PROJECT TITLE : I-182
QUEENSGATE DR -
INTERCHANGE IMPROVEMENTS

TYPE OF WORK : THIS PROJECT CONSIST OF IMPROVING THE EB RAMP TERMINAL WHICH INCLUDES CONSTRUCTING A CONCRETE
ROUNDAABOUT TO REPLACE THE EXISTING SIGNALIZED INTERSECTION AND EB ON-RAMP ADDITIONAL LANE
(TWO-LANE MERGING INTO ONE-LANE ON-RAMP).

FEDERAL AID PROJECT NO : GCB 2512
COUNTY(S) : BENTON
PROGRAM ITEM NUMBER(s) : 0000

CONTROL SECTIONS : 031410

ESTIMATED COST DATA :

CONTRACT TOTAL	2,399,996.29
WA SALES TAX: 8.60% OF \$ 2,399,996.29 (GROUPS: 1, 2)	206,399.68
PROJECT SUBTOTAL	2,606,395.97 **
ENGINEERING	0.00

Notes:

The Indirect Overhead Cost Rate will not apply to this agreement as approved by WSDOT HQ on January 4, 2017

The ENGINEERING costs have been removed from this estimate, WSDOT has agreed to perform the Contract Administration for the work under this agreement at no cost to the CITY.

Allowable increase in cost (Section 6.6 PAYMENT Maximum Agreement Amount is \$2,805,524.0

I-182
QUEENSGATE DR -
INTERCHANGE IMPROVEMENTS

GCB 2512
EXHIBIT A-1
Sheet 1 of 5

PS&E JOB NO: AA9196
CONTRACT NO: 000000
WORK ORDER#: MS7673

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
ESTIMATES AND BIDS ANALYSIS SYSTEM
*** PRELIMINARY ESTIMATE - SUMMARY ***

DATE: 02/22/2018 PAGE: 2
TIME: 10:23 VER: 1
DOT_RGG200

HIGHWAY : SR 182
PROJECT TITLE : I-182
QUEENSGATE DR -
INTERCHANGE IMPROVEMENTS

TYPE OF WORK : THIS PROJCT CONSIST OF IMPROVING THE EB RAMP TERMINAL WHICH INCLUDES CONSTRUCTING A CONCRETE
ROUNDAABOUT TO REPLACE THE EXISTING SIGNALIZED INTERSECTION AND EB ON-RAMP ADDITIONAL LANE
(TWO-LANE MERGING INTO ONE-LANE ON-RAMP).

FEDERAL AID PROJECT NO : GCB 2512
COUNTY(S) : BENTON
PROGRAM ITEM NUMBER(s) : 0000

CONTROL SECTIONS : 031410

ESTIMATED COST DATA :

CONTINGENCIES 3.50%

91,223.86

TOTAL COST OF PROJECT

2,697,619.83 ***

PROJECT REMARKS: WSDOT ADMINISTERED PROJECT FOR THE CITY OF RICHLAND GCB 2512 WHICH INCLUDES FEDERAL AID MONIES SECURED BY
THE CITY OF RICHLAND FEDERAL AID NUMBER DEMO-3437(002)

Notes:

The Indirect Overhead Cost Rate will not apply to this agreement as approved by WSDOT HQ on January 4, 2017.

The ENGINEERING costs have been removed from this estimate, WSDOT has agreed to perform the Contract Administration for the work under this agreement at no cost to the CITY.

Allowable increase in cost (Section 6.6 PAYMENT Maximum Agreement Amount is \$2,805,524.0

I-182
QUEENSGATE DR -
INTERCHANGE IMPROVEMENTS

GCB 2512
EXHIBIT A-1
Sheet 2 of 5

PS&E JOB NO: AA9196
 CONTRACT NO: 000000
 WORK ORDER : MS7673

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ESTIMATES AND BIDS ANALYSIS SYSTEM
 *** PRELIMINARY ESTIMATE - BY ITEM ***

DATE: 02/22/2018 PAGE: 1
 TIME: 10:23 VER: 1
 DOT-RGG100

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT	PRE- QUAL
PREPARATION							
1	0001	MOBILIZATION	L.S.			240,000.00	A1
2	0035	CLEARING AND GRUBBING	L.S.			19,998.00	D6
3	0080	REMOVING BITUMINOUS PAVEMENT	S.Y.	12.00	8,000.00	96,000.00	D6
4	0215	REMOVING MISCELLANEOUS TRAFFIC ITEM	L.S.			1,000.00	Q2
5	0220	REMOVING CHAIN LINK FENCE	L.F.	16.00	260.00	4,160.00	I8
GRADING							
6	0310	ROADWAY EXCAVATION INCL. HAUL	C.Y.	14.00	9,276.00	129,864.00	J6
7	0405	COMMON BORROW INCL. HAUL	C.Y.	0.10	10,309.00	1,030.90	J6
8	0470	EMBANKMENT COMPACTION	C.Y.	10.00	8,963.00	89,630.00	J6
DRAINAGE							
9	1054	GRATE INLET TYPE 2	EACH	3,500.00	3.00	10,500.00	G2
10	1063	COMBINATION INLET	EACH	2,000.00	2.00	4,000.00	G2
11	1085	QUARRY SPALLS	C.Y.	250.00	15.10	3,775.00	R0
STORM SEWER							
12	3090	CATCH BASIN TYPE 1L	EACH	2,500.00	6.00	15,000.00	T8
13	3151	TESTING STORM SEWER PIPE	L.F.	2.50	552.00	1,380.00	T8
14	3542	SCHEDULE A STORM SEWER PIPE 18 IN. DIAM.	L.F.	35.00	551.53	19,303.55	T8
WATER LINES							
15	3933	PVC PIPE FOR WATER MAIN 4 IN. DIAM.	L.F.	65.00	112.00	7,280.00	X2
SURFACING							
16	5100	CRUSHED SURFACING BASE COURSE	TON	27.00	7,395.00	199,665.00	F6
17	5120	CRUSHED SURFACING TOP COURSE	TON	32.00	422.00	13,504.00	F6
CEMENT CONCRETE PAVEMENT							
18	5625	CEMENT CONC. PAVEMENT	C.Y.	385.00	662.40	255,024.00	C0
HOT MIX ASPHALT							
19	5767	HMA CL. 1/2 IN. PG 64-28	TON	92.00	4,599.00	423,108.00	A4
20	5830	JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC			10,442.00	A4
21	5835	COMPACTION PRICE ADJUSTMENT	CALC			6,989.00	A4
22	5837	ASPHALT COST PRICE ADJUSTMENT	CALC			636.00	A4

I-182
 QUEENSGATE DR -
 INTERCHANGE IMPROVEMENTS

GCB 2512
 EXHIBIT A-1
 Sheet 3 of 5

PS&E JOB NO: AA9196

CONTRACT NO: 000000

WORK ORDER : MS7673

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

ESTIMATES AND BIDS ANALYSIS SYSTEM

*** PRELIMINARY ESTIMATE - BY ITEM ***

DATE: 02/22/2018 PAGE: 2

TIME: 10:23 VER: 1

DOT-RGG100

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT	PRE- QUAL
HOT MIX ASPHALT							
23	6510	SOIL RESIDUAL HERBICIDE	S.Y.	1.00	1,390.00	1,390.00	L2
EROSION CONTROL AND ROADSIDE PLANTING							
24	6403	ESC LEAD	DAY	75.00	4.00	300.00	H0
25	6373	SILT FENCE	L.F.	8.00	360.00	2,880.00	H0
26		DELETED ITEM	ACRE	0.00	0.00	0.00	T2
27	6481	MEDIUM COMPOST	ACRE	7,000.00	2.61	18,270.00	T2
28		SLOPE ROCK	C.Y.	215.00	16.00	3,440.00	T2
29		ROUNDAABOUT LANDSCAPING	L.S.			11,999.70	T2
TRAFFIC							
30	6698	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	500.00	22.00	11,000.00	C8
31	6699	ROUNDAABOUT CEMENT CONCRETE CURB AND GUTTER	L.F.	18.00	2,290.00	41,220.00	C8
32	6700	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	20.00	449.00	8,980.00	C8
33	6708	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	75.00	236.00	17,700.00	C8
34	6709	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	20.00	415.00	8,300.00	C8
35	6707	CEMENT CONC. PEDESTRIAN CURB	L.F.	20.00	297.00	5,940.00	C8
36	6832	FLEXIBLE GUIDE POST	EACH	37.00	44.00	1,628.00	K4
37	6806	PAINT LINE	L.F.	0.22	11,018.00	2,423.96	P6
38	6813	GROOVED PLASTIC LINE	L.F.	2.50	820.00	2,050.00	V6
39	6828	PLASTIC WIDE LANE LINE	L.F.	1.60	710.00	1,136.00	V6
40		GROOVED PLASTIC CROSSWALK LINE	S.F.	11.75	240.00	2,820.00	V6
41	6857	PLASTIC CROSSWALK LINE	S.F.	3.25	312.00	1,014.00	V6
42	6858	PAINTED STOP LINE	L.F.	5.75	18.30	105.23	P6
43	6860	PAINTED TRAFFIC ARROW	EACH	43.00	10.00	430.00	P0
44	6833	PLASTIC TRAFFIC ARROW	EACH	185.00	15.00	2,775.00	V6
45		GROOVED PLASTIC TRAFFIC ARROW	EACH	550.00	5.00	2,750.00	V6
46	6890	PERMANENT SIGNING	L.S.			28,001.25	U4
47	6904	ILLUMINATION SYSTEM QUEENSGATE	L.S.			179,364.90	H2
48	6904	ILLUMINATION SYSTEM TEMPORARY ILLUMINATION	L.S.			35,000.40	H2

I-182

QUEENSGATE DR -

INTERCHANGE IMPROVEMENTS

GCB 2512

EXHIBIT A-1

Sheet 4 of 5

PS&E JOB NO: AA9196
 CONTRACT NO: 000000
 WORK ORDER : MS7673

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
 ESTIMATES AND BIDS ANALYSIS SYSTEM
 *** PRELIMINARY ESTIMATE - BY ITEM ***

DATE: 02/22/2018 PAGE: 3
 TIME: 10:23 VER: 1
 DOT-RGG100

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT	PRE- QUAL
TRAFFIC							
49	6914	ITS -RAPID FLASHING BEACONS	L.S.			64,996.70	H4
50	6917	DIRECTIONAL BORING	L.F.	55.00	280.00	15,400.00	H2
51	6971	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.			249,998.40	W3
OTHER ITEMS							
52	7006	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	17.50	490.00	8,575.00	I2
53	7008	SHORING OR EXTRA EXCAVATION CLASS B	S.F.	0.35	4,264.00	1,492.40	I2
54	7038	ROADWAY SURVEYING	L.S.			18,500.00	V3
55		ADA SURVEYING	L.S.			1,749.90	V3
56	7055	CEMENT CONC. SIDEWALK	S.Y.	36.00	847.00	30,492.00	C8
57	7058	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR B	EACH	1,000.00	5.00	5,000.00	C8
58	7058	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	1,000.00	1.00	1,000.00	C8
59	7058	CEMENT CONC. CURB RAMP TYPE PARALLEL B	EACH	1,000.00	2.00	2,000.00	C8
60	7054	DETECTABLE WARNING SURFACE	S.F.	25.00	208.00	5,200.00	C8
61		TEXTURED CEMENT CONC. PAVEMENT	C.Y.	425.00	76.50	32,512.50	C0
62	7083	CHAIN LINK FENCE TYPE 3	L.F.	17.00	483.00	8,211.00	I6
63	7097	END, GATE, CORNER, AND PULL POST FOR CHAIN LINK FENCE	EACH	50.00	4.00	200.00	I6
64	7480	ROADSIDE CLEANUP	EST.			1,000.00	A1
65	9597	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.			5.00	A1
66	7728	MINOR CHANGE	CALC			-1.00	A1
67	7732	AGGREGATE COMPLIANCE PRICE ADJUSTMENT	CALC			-1.00	A1
68	7736	SPCC PLAN	L.S.			1,000.00	A1
69	7530	CONSTRUCTION GEOTEXTILE FOR SEPARATION	S.Y.	15.00	65.00	975.00	G2
70		SEEDING AND MULCHING	ACRE	3,250.00	2.61	8,482.50	T2
BASE TOTAL :						<u>2,399,996.29</u>	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 48-18, Awarding Bid to Culbert Construction Inc. for the Queensgate Drive and Columbia Park Trail Improvements Project

Department:
Public Works

Ordinance/Resolution Number:
48-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 48-18, authorizing the City Manager to sign and execute a construction contract with Culbert Construction, Inc. for the Queensgate Drive and Columbia Park Trail Improvements project.

Summary:

The Queensgate Drive and Columbia Park Trail Improvements project is shown in the City's 2017-2022 Six-Year Transportation Improvement Program and 2018-2023 Capital Improvement Plan.

Staff completed all necessary project development and design work to advance the project to construction. Construction bids were solicited in accordance with City purchasing policies. On February 22, 2018, two bids were received and opened with a high bid of \$2,611,812.03 and a low bid of \$2,275,100.01. The engineer's estimate for this project was \$1,780,513.45. Culbert Construction Inc. of Pasco, WA was the low bidder.

Staff reviewed the bids and solicited feedback from Culbert Construction, Inc. to analyze the sizable cost increase from the engineer's estimate. The analysis determined that this project's pricing was heavily influenced by the work zone constraints in place to accommodate existing traffic and business access. The engineer's estimate did not adequately account for that impact, in part, because there are no recent local projects from which to estimate these impacts. Staff noted that the adjacent Washington State Department of Transportation project encountered similar price impacts, and that six contractors bid that project, none of which bid the City's project. City staff believes that the combined participation of eight bidders indicates that the contract prices reflect a robust competitive environment and the best pricing available to the City.

At its March 6, 2018 meeting, Council held a public hearing and approved first reading of Ordinance No. 16-18. If approved for second reading on tonight's agenda, adequate budget capacity will be in place to complete this recommended contract award. If approved, construction is scheduled to begin in April 2018 and is expected to be completed by August 2018. Staff recommends approval of Resolution No. 48-18.

Fiscal Impact:

The total estimated construction costs associated with the proposed contract are \$2,502,630, which includes a ten percent (10%) contingency. The total project costs, including engineering, property acquisition, art features for the roundabout interior space, and construction oversight is estimated at \$3,246,988. The total available budget, assuming passage of Ordinance No. 16-18 is \$3,246,988.

Attachments:

1. RES 48-18 Bid Award Queensgate Drive and Columbia Park Trail Improvements Project
2. Queensgate - Columbia Park Trail Improvements - Bid Tabs
3. Queensgate - CPT Improvements - Vmap
4. Queensgate-Columbia Park Trail Impr - Budget Summary - 3-20-18

RESOLUTION NO. 48-18

A RESOLUTION of the City of Richland authorizing the award of bid to Culbert Construction, Inc. for the Queensgate Drive and Columbia Park Trail Improvements Project.

WHEREAS, the 2018–2023 Capital Improvement Plan (CIP) includes a project titled Queensgate Drive / Columbia Park Trail Improvements Project; and

WHEREAS, City staff have completed all project development and design work required to advance the Queensgate Drive / Columbia Park Trail Improvements Project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening two (2) bids on February 22, 2017; and

WHEREAS, Culbert Construction, Inc. submitted the lowest responsible bid of the two (2) bids received; and

WHEREAS, the project budget as included in the CIP was inadequate to complete the project using the lowest responsible bid; and

WHEREAS, City Council held a public hearing on March 6, 2018 and approved first reading of Ordinance No. 16-18, increasing 2018 budget appropriations in the Streets Capital Construction Fund, Water Fund and Sewer Fund; and

WHEREAS, Council passed Ordinance No. 16-18 on March 20, 2018, providing adequate budget capacity to complete the project; and

WHEREAS, the City's best interests are served by completing the project in accordance with the approved budget, 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 with Culbert Construction, Inc. in the amount of \$2,275,100.01, and to execute change orders up to the amount of \$200,000 to fulfill the project's design intent, subject to Council approval of Ordinance No. 16-18.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

City of Richland

DATE BIDS OPENED: February 22, 2018	ITB # 18-0011
QUEENSGATE - COLUMBIA PARK TRAIL IMPROVEMENTS	

				ENGINEER'S ESTIMATE		CULBERT CONST INC PASCO, WA		INLAND ASPHALT CO RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - BASE BID								
A1	Mobilization.	1.00	LS	\$89,957.00	89,957.00	136,375.34	136,375.34	195,000.00	195,000.00
A2	Clearing & grubbing.	2.47	AC	2,200.00	5,434.00	6,546.18	16,169.06	30,000.00	74,100.00
A3	Removal of structures & obstructions.	1.00	LS	25,000.00	25,000.00	38,921.46	38,921.46	65,000.00	65,000.00
A4	Roadway excavation including haul.	5,780.00	CY	8.00	46,240.00	22.03	127,333.40	19.00	109,820.00
A5	Ditch excavation.	388.00	CY	6.00	2,328.00	25.55	9,913.40	45.00	17,460.00
A6	Common borrow including haul.	1,640.00	CY	12.00	19,680.00	15.27	25,042.80	15.00	24,600.00
A7	Embankment compaction.	5,500.00	CY	1.20	6,600.00	1.75	9,625.00	15.00	82,500.00
A8	Crushed surfacing top course.	950.00	CY	36.00	34,200.00	47.99	45,590.50	60.00	57,000.00
A9	Crushed surfacing base course.	2,846.00	CY	38.00	108,148.00	52.73	150,069.58	45.00	128,070.00
A10	HMA Cl. 1/2 in. Pg 64-28.	2,859.00	TON	90.00	257,310.00	104.26	298,079.34	100.00	285,900.00
A11	HMA Cl. 3/8 in. Pg 64-28.	104.00	TON	110.00	11,440.00	122.99	12,790.96	120.00	12,480.00
A12	Soil residual herbicide.	11,993.00	SY	0.12	1,439.16	0.17	2,038.81	0.20	2,398.60
A13	Cement concrete traffic curb & gutter.	3,698.00	LF	13.00	48,074.00	12.61	46,631.78	13.00	48,074.00
A14	Roundabout truck apron cement concrete curb & gutter.	298.00	LF	20.00	5,960.00	32.48	9,679.04	20.00	5,960.00
A15	Roundabout cement concrete curb & gutter.	2,793.00	LF	15.00	41,895.00	23.65	66,054.45	20.00	55,860.00
A16	Cement concrete curb & gutter transition.	40.00	LF	25.00	1,000.00	89.26	3,570.40	20.00	800.00
A17	Roundabout center island cement concrete curb.	220.00	LF	60.00	13,200.00	86.03	18,926.60	70.00	15,400.00
A18	Roundabout splitter island nosing curb.	3.00	EA	700.00	2,100.00	966.26	2,898.78	525.00	1,575.00
A19	Dual-faced cement concrete traffic curb.	553.00	LF	33.00	18,249.00	38.43	21,251.79	19.00	10,507.00
A20	Cement concrete traffic curb.	963.00	LF	46.00	44,298.00	16.29	15,687.27	19.00	18,297.00
A21	Cement concrete patterned truck apron (9 in. concrete).	277.00	SY	103.00	28,531.00	128.51	35,597.27	125.00	34,625.00
A22	Cement concrete driveway (6 in. concrete).	255.00	SY	60.00	15,300.00	71.22	18,161.10	60.00	15,300.00
A23	Cement concrete patterned (6 in. concrete).	1,079.00	SY	65.00	70,135.00	66.36	71,602.44	55.00	59,345.00
A24	Cement concrete sidewalk (4 in. concrete).	2,445.00	SY	35.00	85,575.00	43.21	105,648.45	30.00	73,350.00
A25	Cement concrete sidewalk ramp Type 1A.	1.00	EA	1,200.00	1,200.00	1,280.71	1,280.71	1,000.00	1,000.00
A26	Cement concrete sidewalk ramp Type 1B.	12.00	EA	1,100.00	13,200.00	1,281.74	15,380.88	1,000.00	12,000.00
A27	Cement concrete sidewalk ramp Type 2A.	2.00	EA	820.00	1,640.00	1,281.22	2,562.44	1,000.00	2,000.00
A28	Cement concrete sidewalk ramp Type Island.	11.00	EA	1,200.00	13,200.00	1,355.81	14,913.91	1,650.00	18,150.00
A29	Solid wall PVC storm sewer pipe 10 in. diameter.	23.00	LF	23.00	529.00	112.74	2,593.02	100.00	2,300.00
A30	Solid wall PVC storm sewer pipe 12 in. diameter.	384.00	LF	22.00	8,448.00	47.20	18,124.80	48.00	18,432.00
A31	Solid wall PVC storm sewer pipe 18 in. diameter.	106.00	LF	36.00	3,816.00	52.36	5,550.16	62.00	6,572.00
A32	Solid wall PVC storm sewer pipe 30 in. diameter.	165.00	LF	55.00	9,075.00	125.58	20,720.70	140.00	23,100.00
A33	Imported pipe zone bedding.	678.00	LF	1.00	678.00	-	-	5.50	3,729.00
A34	Trench safety.	678.00	LF	1.00	678.00	5.17	3,505.26	0.75	508.50
A35	TV inspection of storm pipe.	678.00	LF	2.00	1,356.00	2.27	1,539.06	3.00	2,034.00
A36	Catch basin type – City.	17.00	EA	1,000.00	17,000.00	1,265.57	21,514.69	1,700.00	28,900.00

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		CULBERT CONST INC PASCO, WA		INLAND ASPHALT CO RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A37	Trash grate (12 in.).	9.00	EA	450.00	4,050.00	568.73	5,118.57	475.00	4,275.00
A38	Trash grate (18 in.).	2.00	EA	550.00	1,100.00	762.31	1,524.62	675.00	1,350.00
A39	Trash grate (30 in.).	2.00	EA	700.00	1,400.00	1,189.60	2,379.20	1,250.00	2,500.00
A40	Quarry spalls (outfall pad).	17.63	CY	200.00	3,526.00	181.28	3,195.97	200.00	3,526.00
A41	Structural earth wall (block).	775.00	SF	45.00	34,875.00	26.17	20,281.75	52.00	40,300.00
A42	Coated chain link fence Type 4 (black).	219.00	LF	35.00	7,665.00	46.35	10,150.65	35.00	7,665.00
A43	Chained access gate.	1.00	EA	1,500.00	1,500.00	491.94	491.94	1,750.00	1,750.00
A44	Illumination system.	1.00	LS	81,000.00	81,000.00	138,538.09	138,538.09	142,000.00	142,000.00
A45	Keene traffic signal modification.	1.00	LS	100,000.00	100,000.00	74,939.19	74,939.19	78,000.00	78,000.00
A46	ITS - rapid flash beacon.	1.00	LS	75,000.00	75,000.00	47,964.36	47,964.36	49,500.00	49,500.00
A47	Relocate rapid flash beacon.	2.00	EA	6,000.00	12,000.00	2,182.99	4,365.98	2,150.00	4,300.00
A48	Permanent signing.	1.00	LS	25,000.00	25,000.00	22,567.85	22,567.85	23,000.00	23,000.00
A49	Remove plastic line.	3,322.00	LF	1.10	3,654.20	1.08	3,587.76	1.10	3,654.20
A50	Remove plastic traffic marking.	7.00	EA	100.00	700.00	71.74	502.18	75.00	525.00
A51	Plastic line (4 in.).	5,976.00	LF	1.30	7,768.80	1.08	6,454.08	1.10	6,573.60
A52	Plastic wide lane line (8 in.).	6,340.00	LF	2.20	13,948.00	1.54	9,763.60	1.55	9,827.00
A53	Plastic wide lane line (12 in.).	192.00	LF	5.00	960.00	3.69	708.48	3.75	720.00
A54	Plastic crosswalk line.	848.00	SF	6.70	5,681.60	5.02	4,256.96	5.00	4,240.00
A55	Plastic traffic arrow.	45.00	EA	225.00	10,125.00	97.36	4,381.20	100.00	4,500.00
A56	Plastic bicycle lane symbol.	4.00	EA	225.00	900.00	225.47	901.88	225.00	900.00
A57	SPCC plan.	1.00	LS	500.00	500.00	207.35	207.35	1,000.00	1,000.00
A58	ESC lead.	1.00	LS	2,500.00	2,500.00	414.71	414.71	2,500.00	2,500.00
A59	Silt fence.	900.00	LF	3.00	2,700.00	3.92	3,528.00	4.50	4,050.00
A60	Initial mulching.	0.96	AC	1,500.00	1,440.00	1,537.32	1,475.83	1,100.00	1,056.00
A61	Seed, fertilizing & final mulching.	0.96	AC	2,600.00	2,496.00	2,485.33	2,385.92	2,200.00	2,112.00
A62	Landscape rock.	346.00	SY	6.00	2,076.00	5.11	1,768.06	12.00	4,152.00
A63	Ground cover (2" CSTC).	281.00	SY	4.00	1,124.00	16.12	4,529.72	7.00	1,967.00
A64	Relocate existing tree and irrigation.	3.00	EA	250.00	750.00	307.46	922.38	550.00	1,650.00
A65	Psipe (Quaking Aspen - 5 gallon).	4.00	EA	56.00	224.00	71.74	286.96	90.00	360.00
A66	Psipe (Pacific Willow - 5 gallon).	4.00	EA	56.00	224.00	71.74	286.96	90.00	360.00
A67	Psipe (Bitter Cherry - 5 gallon).	6.00	EA	56.00	336.00	71.74	430.44	90.00	540.00
A68	Psipe (Sitka Willow - 5 gallon).	7.00	EA	56.00	392.00	71.74	502.18	90.00	630.00
A69	Psipe (Western Serviceberry - 2 gallon).	41.00	EA	45.00	1,845.00	35.87	1,470.67	37.00	1,517.00
A70	Psipe (Mackenzie's Willow - 2 gallon).	43.00	EA	45.00	1,935.00	35.87	1,542.41	37.00	1,591.00
A71	Psipe (Red Osier Dogwood - 2 gallon).	37.00	EA	45.00	1,665.00	35.87	1,327.19	37.00	1,369.00
A72	Topsoil, Type A.	0.10	AC	35,000.00	3,500.00	14,860.75	1,486.08	26,000.00	2,600.00
A73	Medium compost.	4.00	CY	50.00	200.00	51.24	204.96	350.00	1,400.00
A74	Irrigation.	1.00	LS	5,000.00	5,000.00	3,587.08	3,587.08	8,000.00	8,000.00
A75	Monument, case, cover & pipe.	4.00	EA	450.00	1,800.00	569.36	2,277.44	1,100.00	4,400.00
A76	Adjust monument.	3.00	EA	250.00	750.00	379.05	1,137.15	1,000.00	3,000.00
A77	Adjust manhole.	3.00	EA	475.00	1,425.00	619.51	1,858.53	1,000.00	3,000.00
A78	Adjust water valve.	1.00	EA	250.00	250.00	319.02	319.02	1,000.00	1,000.00
A79	Conduit pipe 2 in.	54.00	LF	2.50	135.00	5.90	318.60	6.00	324.00

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		CULBERT CONST INC PASCO, WA		INLAND ASPHALT CO RICHLAND, WA	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A80	Conduit pipe 4 in.	75.00	LF	4.50	337.50	10.77	807.75	10.75	806.25
A81	Electrical trench.	129.00	LF	2.50	322.50	32.41	4,180.89	5.00	645.00
A82	Imported pipe zone bedding.	129.00	LF	1.00	129.00	5.35	690.15	5.25	677.25
A83	Imported pipe zone backfill.	129.00	LF	1.00	129.00	8.10	1,044.90	8.00	1,032.00
A84	Trench safety.	129.00	LF	1.00	129.00	4.62	595.98	5.00	645.00
A85	Underground utility crossing marked & unmarked.	11.00	EA	200.00	2,200.00	577.87	6,356.57	350.00	3,850.00
A86	Project temporary traffic control.	1.00	LS	100,000.00	100,000.00	120,099.25	120,099.25	230,000.00	230,000.00
A87	Temporary pavement marking - short duration.	5,860.00	LF	1.20	7,032.00	1.50	8,790.00	1.50	8,790.00
A88	Temporary pavement marking arrow - short duration.	16.00	EA	120.00	1,920.00	66.62	1,065.92	70.00	1,120.00
A89	Remove & replace detectable warning surface.	40.00	SF	20.00	800.00	41.00	1,640.00	35.00	1,400.00
A90	Roadway surveying.	1.00	LS	18,000.00	18,000.00	20,198.89	20,198.89	34,000.00	34,000.00

SCHEDULE A - BASE BID SUBTOTAL

\$1,608,032.76

\$1,955,156.89

\$2,232,796.40

0% SALES TAX

-

-

-

SCHEDULE A - BASE BID TOTAL

\$1,608,032.76

\$1,955,156.89

\$2,232,796.40

SCHEDULE B - WATER

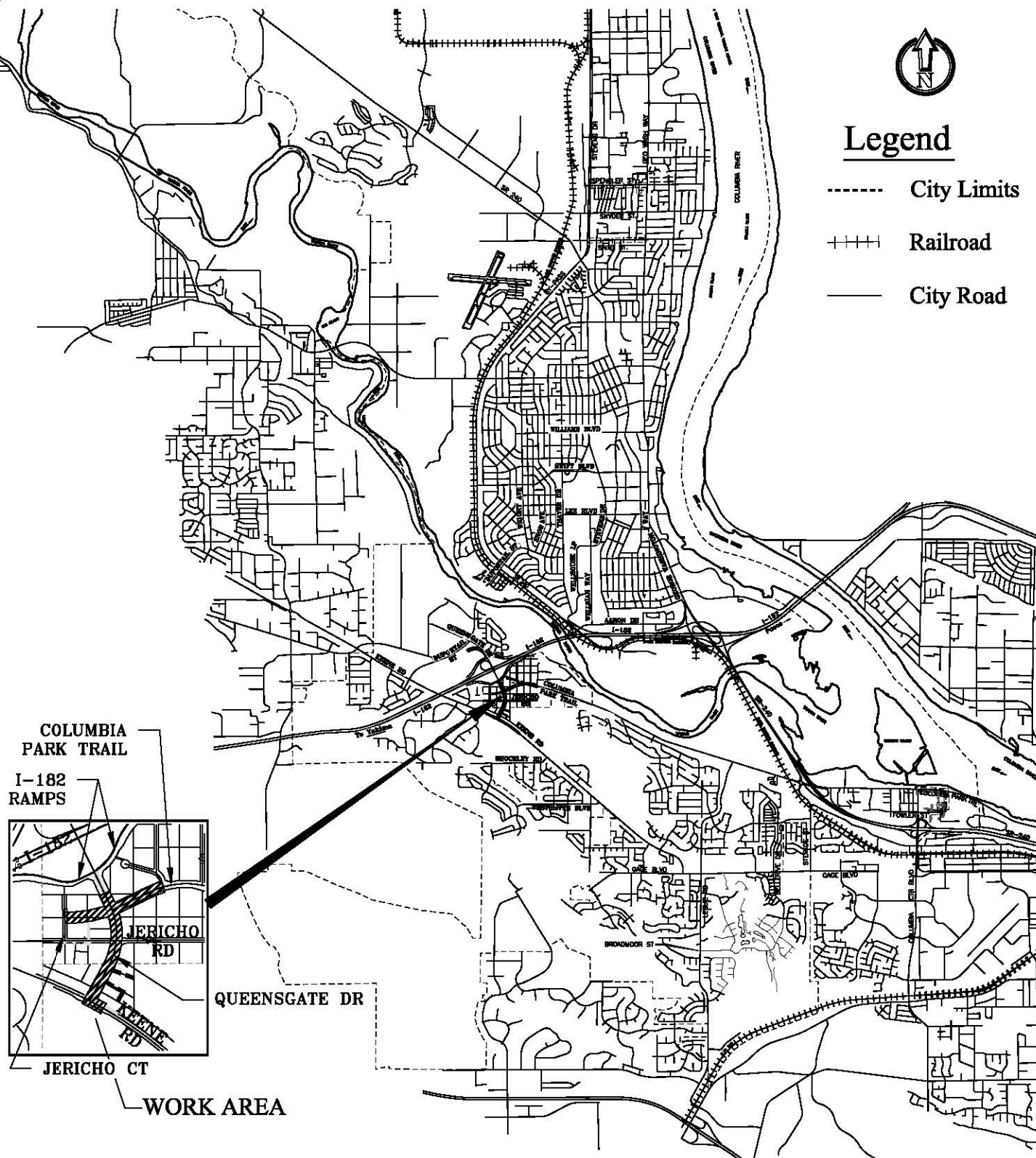
B1	Mobilization.	1.00	LS	\$5,162.00	5,162.00	826.65	826.65	15,000.00	15,000.00
B2	Ductile iron pipe for water main 6 in. diameter w/ RJ.	72.00	LF	30.00	2,160.00	57.68	4,152.96	58.00	4,176.00
B3	Ductile iron pipe for water main 8 in. diameter.	1,010.00	LF	27.00	27,270.00	45.32	45,773.20	35.00	35,350.00
B4	Ductile iron pipe for water main 12 in. diameter.	337.00	LF	32.00	10,784.00	54.54	18,379.98	60.00	20,220.00
B5	Imported pipe zone bedding.	2,011.00	LF	1.00	2,011.00	-	-	2.50	5,027.50
B6	Imported pipe zone backfill.	2,011.00	LF	1.00	2,011.00	-	-	5.00	10,055.00
B7	Trench safety.	2,011.00	LF	1.00	2,011.00	0.77	1,548.47	0.25	502.75
B8	Underground utility crossing marked & unmarked.	5.00	EA	200.00	1,000.00	933.98	4,669.90	550.00	2,750.00
B9	Connect to existing water main.	4.00	EA	1,200.00	4,800.00	2,410.75	9,643.00	1,500.00	6,000.00
B10	Plug concrete.	2.00	EA	\$100.00	200.00	177.16	354.32	225.00	450.00
B11	Tee 8 in x 8 in. FL all.	1.00	EA	475.00	475.00	597.87	597.87	650.00	650.00
B12	Tee 8 in x 6 in. MJ x FL.	2.00	EA	330.00	660.00	435.42	870.84	425.00	850.00
B13	Tee 12 in x 12 in. FL all.	1.00	EA	1,700.00	1,700.00	1,115.24	1,115.24	1,150.00	1,150.00
B14	Tapping sleeve 12 in. X 6 in.	1.00	EA	2,000.00	2,000.00	1,242.00	1,242.00	1,150.00	1,150.00
B15	Adapter 8 in. FL x MJ.	1.00	EA	260.00	260.00	355.99	355.99	225.00	225.00
B16	Bend 11.25 degree 8 in. MJ x MJ.	1.00	EA	250.00	250.00	272.14	272.14	275.00	275.00
B17	Bend 45 degree 12 in. MJ x MJ.	2.00	EA	440.00	880.00	403.32	806.64	425.00	850.00
B18	Bend 90 degree 12 in. MJ x MJ.	1.00	EA	440.00	440.00	488.81	488.81	475.00	475.00
B19	Coupling 8 in. MJ x MJ.	1.00	EA	550.00	550.00	398.01	398.01	250.00	250.00
B20	Reducer 12 in. x 8 in. FL x MJ.	1.00	EA	950.00	950.00	517.50	517.50	425.00	425.00
B21	Gate valve 6" FL x MJ.	3.00	EA	1,000.00	3,000.00	1,164.44	3,493.32	1,350.00	4,050.00
B22	Gate valve 8" FL x MJ.	2.00	EA	1,400.00	2,800.00	1,462.68	2,925.36	1,650.00	3,300.00
B23	Butterfly valve 12" FL x MJ.	2.00	EA	2,500.00	5,000.00	1,706.09	3,412.18	2,000.00	4,000.00
B24	Hydrant assembly.	3.00	EA	3,000.00	9,000.00	3,307.72	9,923.16	4,200.00	12,600.00
B25	Relocate combination air release/air vacuum valve assembly 2 in.	1.00	EA	2,500.00	2,500.00	2,553.09	2,553.09	4,000.00	4,000.00
B26	1 in. Street service assembly.	1.00	EA	600.00	600.00	802.01	802.01	425.00	425.00
B27	2 in. Street service assembly.	2.00	EA	850.00	1,700.00	1,252.96	2,505.92	950.00	1,900.00

				ENGINEER'S ESTIMATE		CULBERT CONST INC PASCO, WA		INLAND ASPHALT CO RICHLAND, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
B28	1 in. Street service line (Type K Copper).	7.00	EA	20.00	140.00	259.83	1,818.81	52.00	364.00
B29	2 in. Street service line (Type HDPE).	59.00	EA	15.00	885.00	54.34	3,206.06	35.00	2,065.00
SCHEDULE B - WATER SUBTOTAL					\$91,199.00	\$122,653.43		\$138,535.25	
8.6% SALES TAX					7,843.11	10,548.19		11,914.03	
SCHEDULE B - WATER TOTAL					\$99,042.11	\$133,201.62		\$150,449.28	
SCHEDULE C - SEWER									
C1	Mobilization.	1.00	LS	\$3,828.00	3,828.00	826.65	826.65	15,000.00	15,000.00
C2	PVC sanitary sewer pipe 6 in. diameter.	85.00	LF	22.00	1,870.00	35.85	3,047.25	32.00	2,720.00
C3	PVC sanitary sewer pipe 12 in. diameter.	1,210.00	LF	30.00	36,300.00	101.44	122,742.40	110.00	133,100.00
C4	Imported pipe zone bedding.	1,295.00	LF	1.00	1,295.00	-	-	8.50	11,007.50
C5	Imported pipe zone backfill.	1,295.00	LF	1.00	1,295.00	-	-	17.00	22,015.00
C6	Trench safety.	1,295.00	LF	1.00	1,295.00	5.35	6,928.25	0.50	647.50
C7	TV inspection of sewer pipe.	1,295.00	LF	2.00	2,590.00	1.98	2,564.10	1.75	2,266.25
C8	Underground utility crossing marked & unmarked.	8.00	EA	200.00	1,600.00	1,154.84	9,238.72	550.00	4,400.00
C9	Manhole 48 in. Diam. Type – City.	3.00	EA	3,100.00	9,300.00	4,336.06	13,008.18	3,500.00	10,500.00
C10	Manhole additional height 48 in. diameter Type – City.	9.80	LF	\$250.00	2,450.00	417.70	4,093.46	200.00	1,960.00
C11	Connect to existing manhole.	2.00	EA	1,000.00	2,000.00	2,251.71	4,503.42	1,500.00	3,000.00
C12	Sewer cleanout 8 in. diameter.	1.00	EA	800.00	800.00	1,906.84	1,906.84	850.00	850.00
C13	Abandon existing manhole.	3.00	EA	1,000.00	3,000.00	1,031.41	3,094.23	1,000.00	3,000.00
SCHEDULE C - SEWER SUBTOTAL					\$67,623.00	\$171,953.50		\$210,466.25	
8.6% SALES TAX					5,815.58	14,788.00		18,100.10	
SCHEDULE C - SEWER TOTAL					\$73,438.58	\$186,741.50		\$228,566.35	
SCHEDULE A - BASE BID					\$1,608,032.76	\$1,955,156.89		\$2,232,796.40	
SCHEDULE B - WATER					99,042.11	133,201.62		150,449.28	
SCHEDULE C - SEWER					73,438.58	186,741.50		228,566.35	
GRAND TOTAL					\$1,780,513.45	\$2,275,100.01		\$2,611,812.03	



Legend

- City Limits
- ++++ Railroad
- City Road



City of Richland

VICINITY MAP

QUEENSGATE DR - COLUMBIA PARK TRAIL IMPROVEMENTS
(KEENE RD TO I-182)

DATE: 01-27-17
DRAWN BY: JC
SCALE: NTS
CAD DWG: G:/Civil 3D/Queensgate Dr Columbia Park Trail Improvements_JM_CP180003/Drawings/Vicinity Map

QUEENSGATE DRIVE-COLUMBIA PARK TRAIL IMPROVEMENTS

PROJECT FUNDING IS PROPOSED AS FOLLOWS:

BENTON COUNTY RURAL DEV FUNDS	\$ 1,800,000.00	2018 CFP pg 110
REAL ESTATE EXCISE TAX 2ND 1/4%	175,000.00	2017 SR 12-19-17
Transfer REAL ESTATE EXCISE TAX 2ND 1/4%	200,000.00	from GWW project
REAL ESTATE EXCISE TAX 2ND 1/4%	596,288.00	
TRAFFIC IMPACT FEES	24,000.00	
WATER DISTRIBUTION RENEWAL & REPLCMT	75,000.00	2018 CFP pg 110
WATER ENDING FUND BALANCE	115,000.00	
SEWER COLLECTION RENEWAL & REPLCMT	75,000.00	2018 CFP pg 110
ADDTNL SEWER COLLECTION RENEWAL & REPLCMT	186,700.00	
TOTAL PROJECT COSTS	3,246,988.00	

PROJECT EXPENSES ARE ESTIMATED AS FOLLOWS:

DESIGN - PW ENG	\$ 167,585.00
CNST MGMT - PW ENG	113,755.00
ROW ACQUISITION	335,158.00
ROUNABOUT ARTWORK & INSTALLATION	116,880.00
WORK BY WATER CREW	4,500.00
WORK BY ENERGY SERVICES	6,500.00
CONSTRUCTION CONTRACT	2,275,100.01
10% CONTINGENCY	227,509.99
TOTAL PROJECT COSTS	\$ 3,246,988.00



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 49-18, Authorizing an Irrigation Reimbursement Agreement with Horn Rapids Storage, LLC

Department:
Public Works

Ordinance/Resolution Number:
49-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 49-18, authorizing the City Manager to sign and execute a cost reimbursement agreement with Horn Rapids Storage, LLC.

Summary:

In 1993, the City contracted with Mr. Thayne Wiser to install a pipeline across City property to serve irrigation water to the Horn Rapids Golf Course and residential development. At the time of installation, the City was the land owner for the property traversed by the pipeline. No easements were recorded to preserve a property right to the pipeline.

In the 1990s, the City entered agreements with development partners to promote commercial and industrial development of City property north of SR-240. Those agreements resulted in the City transferring title to property to others. The transferred property did not reserve easement rights over the pipeline.

Horn Rapids Storage, LLC eventually acquired a parcel crossed by this irrigation pipeline and proposed a commercial development project that included buildings constructed over the existing irrigation pipeline. City staff and the developer agreed that it was desirable to relocate the pipeline out from under the proposed buildings.

City staff and the developer negotiated an approach to the pipeline relocation that included the City contributing the costs of pipeline materials and the developer contributing engineering, labor, and equipment. The developer has completed the relocation and has provided documentation of the actual costs of the materials used. City staff has reviewed the costs documentation and considers it accurate and reasonable. City staff has prepared the proposed reimbursement agreement to fulfill the obligations established during negotiations.

City staff recommends approval of Resolution No. 49-18.

Fiscal Impact: The total cost associated with the cost reimbursement agreement is \$50,594.86. Ordinance No. 16-18, scheduled for approval on tonight's agenda, provides budget capacity in the amount of \$50,600.

Attachments:

1. Resolution No. 49-18
2. Cost Reimbursement Agreement-Horn Rapids Storage

RESOLUTION NO. 49-18

A RESOLUTION of the City of Richland authorizing a cost sharing agreement with Horn Rapids Storage, LLC, to reimburse for relocation of an irrigation pipeline.

WHEREAS, the City of Richland was the owner of certain property in the Horn Rapids area for many years; and

WHEREAS, in the early 1990s, the City installed infrastructure to advance development of portions of its property. Among the infrastructure installed was an irrigation water delivery system; and

WHEREAS, in many cases, the City did not record easements or retain property separately for the infrastructure it installed; and

WHEREAS, to advance land development, the City entered into various contracts with land development partners that resulted in title being transferred from the City to private owners; and

WHEREAS, Horn Rapids Storage, LLC eventually obtained title to a parcel previously owned by the City at the intersection of SR-240 and Kingsgate Way; and

WHEREAS, the Horn Rapids Storage, LLC parcel contained a City irrigation pipeline with no documented easement to preserve the City's rights to the pipeline; and

WHEREAS, Horn Rapids Storage, LLC proposed a commercial development on the parcel that required relocation of the City's pipeline; and

WHEREAS, City staff and Horn Rapids Storage, LLC negotiated an arrangement whereby Horn Rapids Storage, LLC would relocate the pipeline and grant an easement to the City at the pipeline's new location in exchange for reimbursement of the cost of materials; and

WHEREAS, Horn Rapids Storage, LLC provided engineered construction plans that were approved and permitted by the City; and

WHEREAS, the City's Public Works Department engineering staff observed the relocation and testing of the irrigation main, and reviewed and verified the construction costs provided by Horn Rapids Storage, LLC; and

WHEREAS, after construction was completed, the relocated irrigation main was accepted as City infrastructure; and

WHEREAS, City staff believe this outcome resulted in retention of vital infrastructure at a reasonable cost while enabling commercial development that advances the City's economy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Horn Rapids Storage, LLC to compensate for the materials required to relocate the irrigation main to a location that is more suitable for all parties involved.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

CONSTRUCTION COST REIMBURSEMENT AGREEMENT IRRIGATION PIPELINE RELOCATION

This AGREEMENT is made and entered into this ____ day of _____, 2018, between the **City of Richland**, a Washington municipal corporation (“City”), and **Horn Rapids Storage, LLC**, a Washington limited liability company (“Horn Rapids Storage”). City and Horn Rapids Storage are referred to individually throughout as a “Party,” and collectively as the “Parties.”

I. Recitals

WHEREAS, the City installed an 18-inch irrigation main across property that it owned in 1993 to serve the golf course and residential development known as “Horn Rapids”; and

WHEREAS, the City surplused the subject property to promote development, but failed to record an easement over the irrigation main prior to its sale; and

WHEREAS, Horn Rapids Storage acquired the property and proposed a commercial development on the parcel that would construct buildings over the irrigation main; and

WHEREAS, the Parties agreed that the continued presence of the pipeline beneath a structure was undesirable, and

WHEREAS, Horn Rapids Storage was unwilling to revise its development proposal to allow the pipeline to remain in place and encumber its property; and

WHEREAS, Horn Rapids Storage offered to relocate the irrigation main to the perimeter of the property and provide an easement over the main if the City would reimburse the pipeline material costs associated with the relocation; and

WHEREAS, City staff believed Horn Rapids Storage’s proposal provided the most favorable path to preserving the irrigation distribution system and avoiding the risk to Horn Rapids Storage’s development, given that the City does not have a property right to maintain the pipeline in its original position; and

WHEREAS, City staff issued permits for the relocation work and observed its completion; and

WHEREAS, the City’s Public Works Department engineering staff reviewed and verified the construction costs provided by Horn Rapids Storage.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereto agree as follows:

II. Agreement

1. RESPONSIBILITIES OF THE PARTIES

- 1.1 Horn Rapids Storage was responsible for retaining, and did so retain, a professional engineer to assemble construction plans that could be permitted for construction by the City.
- 1.2 Horn Rapids Storage was responsible for hiring, and did so hire, a contractor and a professional land surveyor to relocate the 18-inch irrigation main to the perimeter of its property and provide the City with an easement.
- 1.3 Per Richland Municipal Code Chapter 12.08, Horn Rapids Storage is responsible for the materials and workmanship of the relocated section of irrigation piping for one calendar year after the date of project acceptance.
- 1.4 Horn Rapids Storage was required to provide, and did so provide, all required post-construction documentation needed to satisfy its permit requirements, including an easement.
- 1.5 The City was responsible for reviewing, and did so review, the construction plans for compliance with City standards, issuing a construction permit and inspecting the relocation of the irrigation main.
- 1.6 The City is responsible for repayment of the cost of materials associated with the relocation of the irrigation pipe, including fixtures.

2. MAINTENANCE AND REPAIRS

- 2.1. The City has accepted the work and taken ownership of the relocated irrigation main. The City is responsible for the irrigation main's maintenance, aside from any defects that may arise during the one (1) calendar year following the project's final acceptance date.
- 2.2. Neither the City nor Horn Rapids Storage shall be liable to the other or to any third party for consequential damages suffered by the other Party, or by any third party, as a result of damages or repairs to the irrigation main, no matter what the cause of the interruption or damage.

3. PRINCIPAL CONTACTS

The following individuals have been identified by the City and Horn Rapids Storage as Principal Contacts for this Agreement:

For Horn Rapids Storage, LLC

John H Douglas
12111 Hill Crest Dr.
Pasco, WA 99301
(509) 987-2747

For City of Richland

Pete Rogalsky
City of Richland
505 Swift Blvd.
Richland, WA 99352
(509) 942-7558

4. TERM / CANCELLATION

- 4.1 Either party may cancel this Agreement with or without cause prior to repayment.
- 4.2 All provisions related to liability, indemnification and hold harmless shall survive expiration of this Agreement after repayment is concluded.

5. INSTALLATION EXPENSE REIMBURSEMENT

- 5.1 As a non-recurring cost, the City shall make payment to Horn Rapids Storage for the actual cost of irrigation pipe relocation as incurred by Horn Rapids Storage. The City will make payment of **fifty-thousand, five hundred ninety-four dollars and eighty-six cents (\$50,594.86)**, which represents Horn Rapids Storage's total construction cost for irrigation pipe relocation as indicated in the verified documentation supplied by Horn Rapids Storage.
- 5.2 The City shall not incur any re-occurring expenses in connection with this Agreement.
- 5.3 Payment by the City shall be due within thirty (30) calendar days of receipt of invoice by Horn Rapids Storage. Payment in full shall be remitted to Horn Rapids Storage, LLC, 12111 Hill Crest Drive, Pasco, WA 99301.

6. INDEMNIFICATION

- 6.1 Each Party to this Agreement shall defend, indemnify, and hold harmless the other party, its officers, officials, employees, and agents, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the indemnifying Party's own negligent acts or omissions. Neither Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 6.2 Each of the Parties agree that their obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys'

fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

7. MODIFICATION

- 7.1 No modification of this Agreement, including any extensions, shall be valid unless evidenced in writing and signed by both Parties. No verbal agreement may supersede, replace or amend this section or any other provision of this Agreement.

8. INTEGRATION

- 8.1 This Agreement constitutes the final and complete integrated agreement between the Parties concerning its subject matter. All other agreements or understandings outside of this Agreement, whether verbal or in writing, are hereby terminated.

9. ASSIGNMENT

- 9.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without prior written consent of the other Party, which shall be made in the Party's sole discretion. Any such transfer or assignment made without the required consent shall be null and void.

10. SEVERABILITY

- 10.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and it shall continue in full force and effect.

11. CONTROLLING LAW AND VENUE

- 11.1 This Agreement is entered into under, and shall be controlled by, the laws of the State of Washington.
- 11.2 In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, that action or proceeding shall be brought in the Superior Court for Benton County, Washington. All parties consent to personal jurisdiction in Benton County Superior Court.

12. NO PARTNERSHIP OR THIRD PARTY RIGHTS

- 12.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligations or liability upon either Party.
- 12.2 This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

HORN RAPIDS STORAGE, LLC

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

By: John H Douglas, Owner

Approved as to Form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 50-18, Awarding Bid for Duportail Bridge Materials Testing Services to Intermountain Materials Testing & Geotechnical

Department:
Public Works

Ordinance/Resolution Number:
50-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 50-18, authorizing the City Manager to sign and execute an agreement with Intermountain Materials Testing & Geotechnical for the Duportail Bridge testing services.

Summary:

Public Works Engineering staff require material testing services as part of the quality control work for the Duportail Bridge Phase I project. The material testing services are necessary to ensure the infrastructure is built to meet City and Federal project specifications. The City has ongoing service contracts with material testing contractors. The City chose to solicit a stand-alone contract for materials testing services in support of the Duportail Bridge project because of the unusual scale of the services required for this project.

On February 11, 2018, the City issued a Request for Proposal, soliciting responses from vendors interested in establishing a contract for materials testing services for the construction of Phase I of the Duportail Bridge project. Four responses were received, and the City determined one provider was most qualified.

Intermountain Materials Testing & Geotechnical (IMT) is a familiar vendor with a long history of performing materials testing for the City of Richland. IMT has materials testing and inspection experience on several bridges in this area.

Staff proposes to enter into a three-year contract with IMT with an option to continue use of IMT for the Phase 2 portion of the Duportail Bridge project.

Staff recommends approval of Resolution No. 50-18.

Fiscal Impact:

The total estimated costs of this contract is \$150,000, which has been included in the budget planning for the Duportail Bridge and adequate funding is in place to support this contract.

Attachments:

- I. Resolution No. 50-18

RESOLUTION NO. 50-18

A RESOLUTION of the City of Richland authorizing a Service Agreement with Intermountain Materials Testing & Geotechnical for materials testing services for the Duportail Bridge Phase 1 Project.

WHEREAS, the City of Richland requires material testing services to ensure infrastructure is built to project specifications; and

WHEREAS, the City desires to identify providers of this service through a fair and competitive process; and

WHEREAS, the scope of services required for the Duportail Bridge warrants a separate solicitation because it is beyond the City's routine material testing service needs; and

WHEREAS, City staff issued a Request for Proposal (RFP) to solicit providers of this service and received four (4) proposals; and

WHEREAS, staff have determined, by application of published evaluation criteria, that Intermountain Material Testing and Geotechnical is the most qualified provider for the services required.

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 Service Agreement with Intermountain Materials Testing & Geotechnical to provide materials testing services for the Duportail Bridge Phase 1 project.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 51-18, Awarding Bid to BCV, Inc. for the 2018 Crack Sealing and Pavement Marking Removal Project

Department:
Public Works

Ordinance/Resolution Number:
51-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 51-18, authorizing the City Manager to sign and execute an agreement with BCV, Inc. for the 2018 Crack Sealing and Pavement Marking Removal Project.

Summary:

Since 2013, the City has been implementing an asset management approach to its Pavement Preservation Program. City staff utilizes a database analytical tool to determine street resurfacing treatments that provide the lowest life-cycle costs to maintain a target City-wide pavement condition. The Pavement Preservation Program target pavement condition, and the associated program funding level, are the subject of ongoing deliberations by staff and Council.

A fundamental element of pavement preservation is crack sealing. Most crack sealing work in recent years has been performed by City staff. With the expansion of the Pavement Preservation Program, staff has determined that contracted crack sealing is needed to supplement existing staff capacity. Preparation for the resurfacing treatments also requires removal of pavement marking.

Various streets in the south central core of Richland are the target of this year's slurry seal and microsurfacing projects. The proposed agreement covers those streets and the south parking lot of the Columbia Playfields.

On March 12, 2018, two (2) bids were received. The low bid was \$267,830.87. Engineer's estimate was \$309,010.01. The bid submitted by Stripe Rite, Inc. included an apparent data entry error that resulted in a very large bid price. City staff followed published bid evaluation procedures in presenting the bid results. Stripe Rite, Inc.'s bid would not have been the low bid if this error was not made.

Work will start this spring and be completed by mid-June.

Staff recommends approval of Resolution No. 51-18 as an integral part of the 2018 Pavement Preservation Program.

Fiscal Impact:

The total costs of this contract, including a prudent contingency, is estimated at \$343,500, which includes approximately \$10,000 for work at the Columbia Playfields parking lot. This proposed contract, along with the Slurry Seal and Microsurfacing contracts, are estimated to have total costs of \$1,188,901 excluding work funded by the Parks and Facilities Department Budget. The total available program budget for the Pavement Preservation Program is \$1,726,843. The Parks and Public Facilities costs will be funded from the Parks Facilities Renewal and Improvement capital budget, which has a current available balance of \$378,000.

Attachments:

1. Resolution No. 51-18
2. 2018 Crack Sealing - Bid Tab
3. 2018 Crack Seal Vicinity Map

RESOLUTION NO. 51-18

A RESOLUTION of the City of Richland authorizing the award of bid and to BCV, Inc. for the 2018 Crack Sealing and Pavement Marking Removal Project.

WHEREAS, the 2018 - 2023 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, the Pavement Preservation Program is implemented through several contracts and staff-performed programs, including the 2018 Crack Sealing and Pavement Marking Removal Project; and

WHEREAS, City staff have completed all project development and design work required to advance the 2018 Crack Sealing and Pavement Marking Removal Project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening two (2) bids on March 12, 2018; and

WHEREAS, BCV, Inc. submitted the lowest responsible bid of the two (2) bids received; and

WHEREAS, the Pavement Preservation Program budget is adequate to complete the project using the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract award to BCV, Inc. in the amount of \$267,830.87, and to execute change orders up to the amount of \$50,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

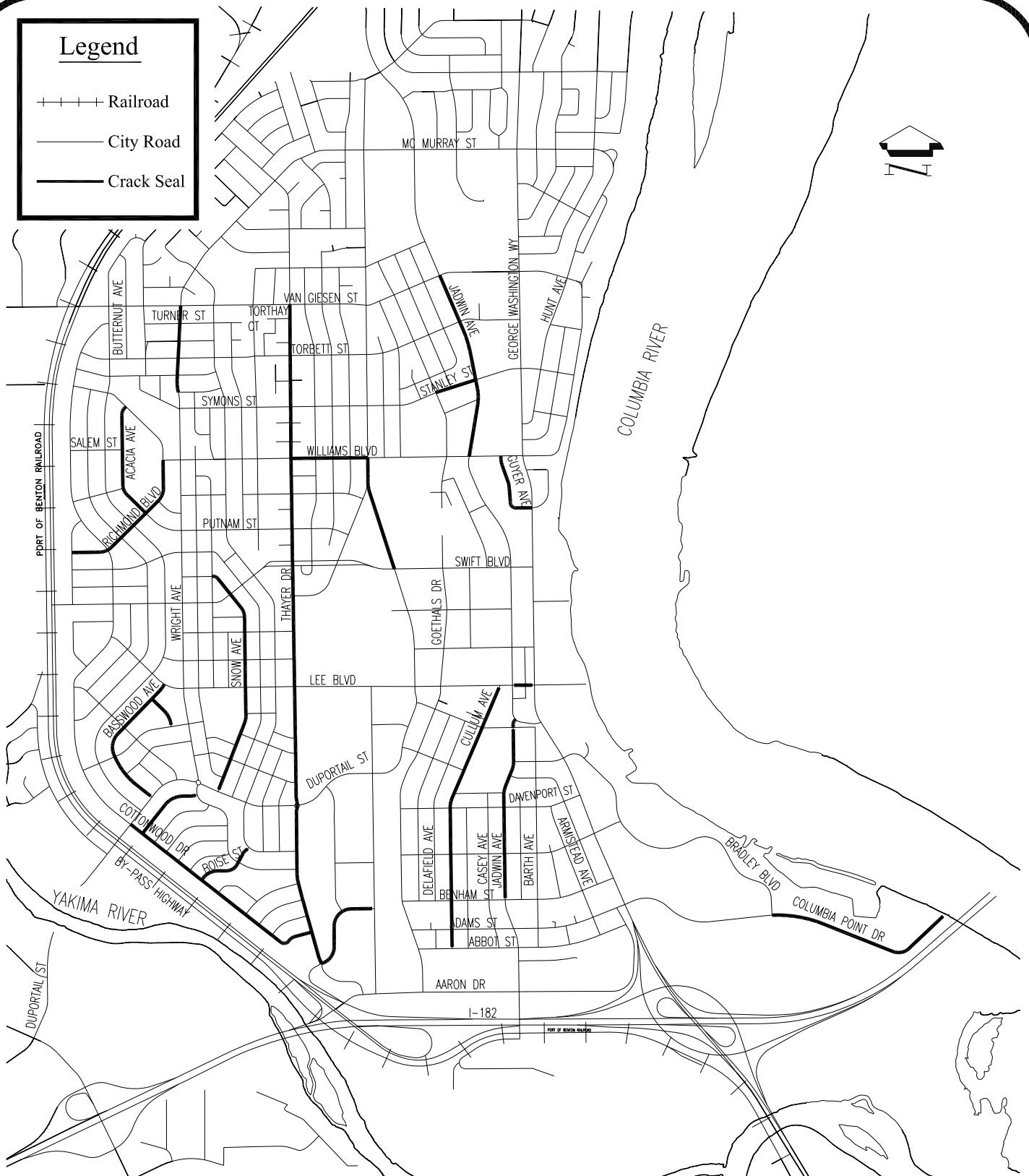
City of Richland

DATE BIDS OPENED: March 12, 2018	ITB # 18-0003
2018 CRACK SEALING & PAVEMENT MARKING REMOVAL	

				ENGINEER'S ESTIMATE		B.C.V. INC. WENATCHEE, WA		STRIPE RITE INC KENNEWICK, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A: Crack Sealing & Pavement Marking Removal								
A-1	Mobilization.	1	LS	\$15,000.00	15,000.00	7,000.00	7,000.00	1,500.00	1,500.00
A-2	SPCC Plan (all schedules).	1	LS	250.00	250.00	500.00	500.00	250.00	250.00
A-3	Project temporary traffic control.	1	LS	10,000.00	10,000.00	20,000.00	20,000.00	37,380.00	37,380.00
A-4	Flaggers & spotters.	160	HR	60.00	9,600.00	60.00	9,600.00	8,320.00	1,331,200.00
A-5	Crack seal.	295,200	LF	0.70	206,640.00	0.60	177,120.00	0.63	185,976.00
A-6	Removing plastic line.	50,942	LF	0.26	13,244.92	0.40	20,376.80	0.50	25,471.00
A-7	Removing plastic crosswalk line & stop bar.	7,431	SF	4.20	31,210.20	1.20	8,917.20	0.75	5,573.25
A-8	Removing plastic traffic markings.	13	EA	100.00	1,300.00	100.00	1,300.00	120.00	1,560.00
A-9	Temporary pavement marking - long duration (paint).	38,351	LF	0.25	9,587.75	0.25	9,587.75	0.20	7,670.20
A-10	Temporary pavement marking - tape.	1,338	LF	0.35	468.30	0.70	936.60	0.25	334.50
A-11	Portable changeable message sign.	200	HR	10.00	2,000.00	20.00	4,000.00	4.00	800.00
SCHEDULE A: Crack Sealing & Pavement Marking Removal SUBTOTAL					\$299,301.17	\$259,338.35		\$1,597,714.95	
0% SALES TAX					-	-		-	
SCHEDULE A: Crack Sealing & Pavement Marking Removal TOTAL					\$299,301.17	\$259,338.35		\$1,597,714.95	
	SCHEDULE B: Crack Sealing Columbia Playfields Parking Lot								
B-1	Project temporary traffic control.	1	LS	\$500.00	500.00	500.00	500.00	750.00	750.00
B-2	Flaggers & spotters.	10	HR	60.00	600.00	60.00	600.00	52.00	520.00
B-3	Crack seal.	11,200	LF	0.70	7,840.00	0.60	6,720.00	0.63	7,056.00
SCHEDULE B: Crack Sealing Columbia Playfields Parking Lot SUBTOTAL					\$8,940.00	\$7,820.00		\$8,326.00	
8.6% SALES TAX					768.84	672.52		716.04	
SCHEDULE B: Crack Sealing Columbia Playfields Parking Lot TOTAL					\$9,708.84	\$8,492.52		\$9,042.04	
SCHEDULE A: Crack Sealing & Pavement Marking Removal					\$299,301.17	\$259,338.35		\$1,597,714.95	
SCHEDULE B: Crack Sealing Columbia Playfields Parking Lot					\$9,708.84	\$8,492.52		\$9,042.04	
GRAND TOTAL					\$309,010.01	\$267,830.87		\$1,606,756.99	

Legend

- ++++ Railroad
- City Road
- Crack Seal



CITY OF RICHLAND 2018 CRACK SEAL PROJECT 18-0003

DATE: 02-07-2018
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: o:\civil_projects - civil 3d\2018 crack sealing & pavement markings removal_saw_cp170016\01_engineering\6.0_drawings\2018 crack seal_cover.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 52-18, Awarding Bid to Intermountain Slurry Seal for the 2018 Microsurfacing Project

Department:
Public Works

Ordinance/Resolution Number:
52-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 52-18, authorizing the City Manager to sign and execute an agreement with Intermountain Slurry Seal for the 2018 Microsurfacing Project.

Summary:

Since 2013, the City has been implementing an asset management approach to its Pavement Preservation Program. City staff utilize a database analytical tool to determine street resurfacing treatments that provide the lowest life-cycle costs to maintain a target City-wide pavement condition. The Pavement Preservation Program target pavement condition, and the associated program funding level, are the subject of ongoing deliberations by staff and Council.

A microsurface is a pavement treatment that extends the life of the pavement and reduces the need for the more expensive rehabilitation projects. A microsurface treatment adds a thin structural layer to the top of the existing pavement without the need to remove and replace existing pavement.

This year's project covers parts of three streets: Stevens Drive between Swift and Williams; Jadwin Avenue from Williams to Van Giesen; and Columbia Point Drive from Bradley to the east end. Preparatory project work including ADA ramp installation, crack sealing and pavement marking removal will be completed via contracted work this spring.

On March 12, 2018, three bids were received. The low bid was \$234,028.90, and the high bid was \$307,583.59. Engineer's estimate was \$185,095.20. Application of the microsurfacing is scheduled for this summer, with the work scheduled for approximately one week to complete.

A public outreach program has been designed to support the project. The outreach program will include direct mail materials, website content, and timely notices by the contractor.

Staff recommends approval of Resolution No. 52-18.

Fiscal Impact:

The total costs of this project, including a prudent contingency, is estimated at \$305,000. This proposed contract, along with the crack sealing and pavement marking removal and slurry seal contracts, are estimated to have total costs of \$1,188,901. The total available program budget for the Pavement Preservation Program is \$1,726,843.

Attachments:

1. Resolution No. 52-18
2. 2018 Microsurfacing - Bid Tab
3. 2018 Micro_Cover Vicinity Map

RESOLUTION NO. 52-18

A RESOLUTION of the City of Richland authorizing the award of bid to Intermountain Slurry Seal for the 2018 Microsurfacing Project.

WHEREAS, the 2018 - 2023 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, the Pavement Preservation Program is implemented through several contracts and staff-performed programs, including the 2018 Microsurfacing Project; and

WHEREAS, City staff have completed all project development and design work required to advance the 2018 Microsurfacing Project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening three (3) bids on March 12, 2018; and

WHEREAS, Intermountain Slurry Seal submitted the lowest responsible bid of the three (3) bids received; and

WHEREAS, the Pavement Preservation Program budget is adequate to complete the project using the lowest responsible bid; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a contract with Intermountain Slurry Seal in the amount of \$234,028.90, and to execute change orders up to the amount of \$50,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

City of Richland

DATE BIDS OPENED: March 12, 2018	ITB # 18-0005
2018 MICROSURFACING	

				ENGINEER'S ESTIMATE		Intermountain Slurry Seal RENO, NV		Telfer Pavement Tech MCCLELLAN, CA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A: Microsurfacing Base Bid								
A-1	Mobilization.	1	LS	\$25,000.00	25,000.00	27,500.00	27,500.00	41,000.00	41,000.00
A-2	SPCC plan.	1	LS	1,000.00	1,000.00	500.00	500.00	1,500.00	1,500.00
A-3	Project temporary traffic control.	1	LS	10,000.00	10,000.00	10,000.00	10,000.00	32,000.00	32,000.00
A-4	Flaggers & spotters.	120	HR	60.00	7,200.00	55.00	6,600.00	55.00	6,600.00
A-5	Micro-surfacing, Type III	50,226	SY	2.65	133,098.90	3.40	170,768.40	2.78	139,628.28
A-6	Temporary pavement markings.	19,321	LF	0.30	5,796.30	0.50	9,660.50	0.60	11,592.60
A-7	Portable changeable message sign.	200	HR	10.00	2,000.00	20.00	4,000.00	10.00	2,000.00
A-8	Tree trimming.	1	LS	1,000.00	1,000.00	5,000.00	5,000.00	4,000.00	4,000.00
SCHEDULE A: Microsurfacing Base Bid SUBTOTAL					\$185,095.20	\$234,028.90		\$238,320.88	
0% SALES TAX					-	-		-	
SCHEDULE A: Microsurfacing Base Bid TOTAL					\$185,095.20	\$234,028.90		\$238,320.88	
GRAND TOTAL					\$185,095.20	\$234,028.90		\$238,320.88	

City of Richland

DATE BIDS OPENED: March 12, 2018

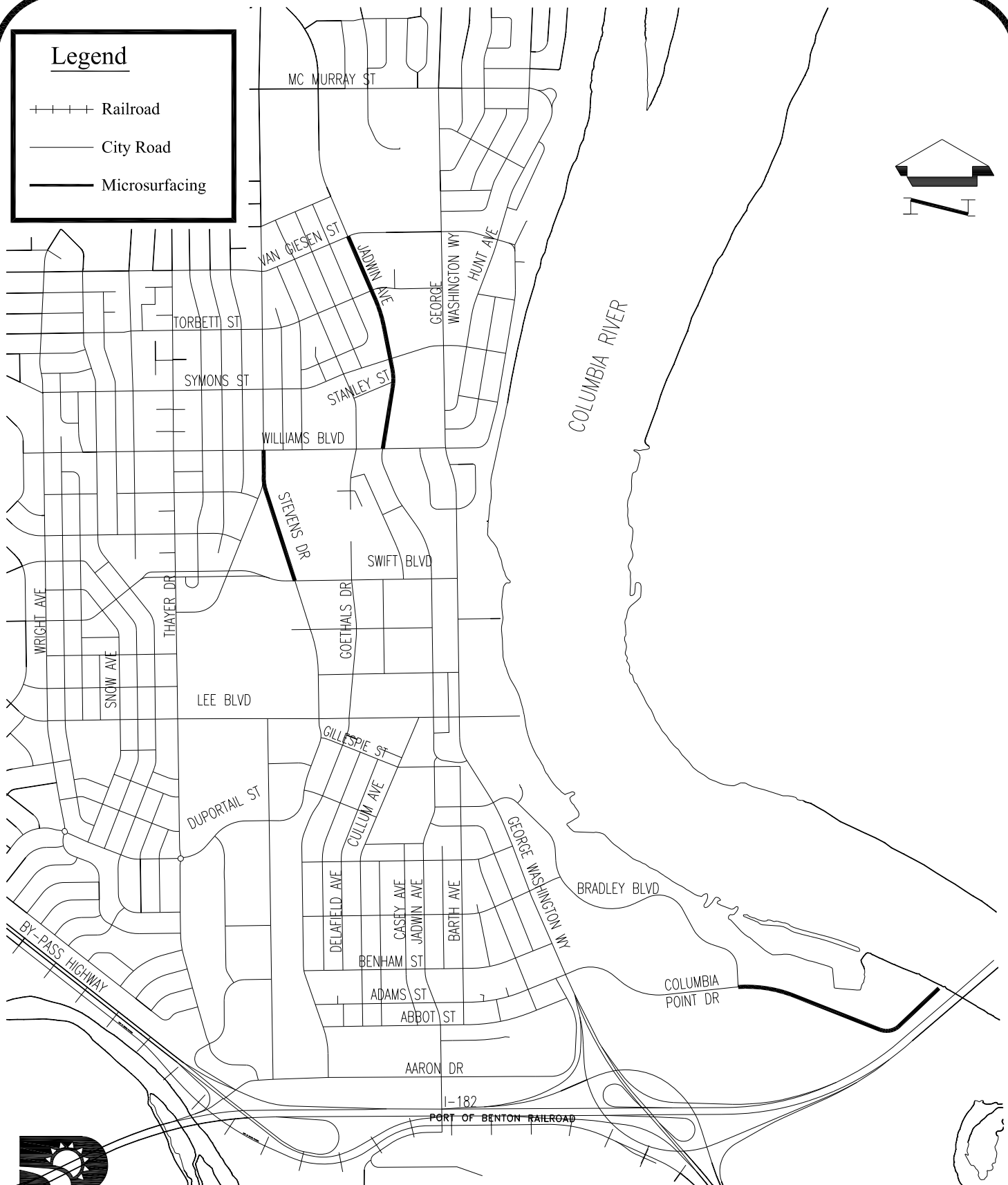
ITB # 18-0005

2018 MICROSURFACING

				VSS International West Sacramento, CA					
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: Microsurfacing Base Bid									
A-1	Mobilization.	1	LS	7,100.00	7,100.00		-		-
A-2	SPCC plan.	1	LS	1,000.00	1,000.00		-		-
A-3	Project temporary traffic control.	1	LS	5,000.00	5,000.00		-		-
A-4	Flaggers & spotters.	120	HR	55.00	6,600.00		-		-
A-5	Micro-surfacing, Type III	50,226	SY	5.36	269,211.36		-		-
A-6	Temporary pavement markings.	19,321	LF	0.63	12,172.23		-		-
A-7	Portable changeable message sign.	200	HR	25.00	5,000.00		-		-
A-8	Tree trimming.	1	LS	1,500.00	1,500.00		-		-
SCHEDULE A: Microsurfacing Base Bid SUBTOTAL					\$307,583.59		\$0.00		\$0.00
0% SALES TAX					-		-		-
SCHEDULE A: Microsurfacing Base Bid TOTAL					\$307,583.59		\$0.00		\$0.00
GRAND TOTAL					\$307,583.59		\$0.00		\$0.00

Legend

- ++++ Railroad
- City Road
- Microsurfacing



DATE: 02-14-2018
 DRAWN BY: LD
 SCALE: NOT TO SCALE
 CAD DWG: o:\civil_projects - civil 3d\2018 microsurfacing project_saw cp170015\01_engineering\6.0_drawings\2018 micro_cover.dwg

CITY OF RICHLAND 2018 Microsurfacing Project 18-0005



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 53-18, Awarding Bid to Blackline, Inc. for the 2018 Slurry Seal Project

Department:
Public Works

Ordinance/Resolution Number:
53-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 53-18, authorizing the City Manager to sign and execute an agreement with Blackline, Inc. for the 2018 Slurry Seal Project.

Summary:

Since 2013, the City has been implementing an asset management approach to its Pavement Preservation Program. City staff utilize a database analytical tool to determine street resurfacing treatments that provide the lowest life-cycle costs to maintain a target City-wide pavement condition. The Pavement Preservation Program target pavement condition, and the associated program funding level, are the subject of ongoing deliberations by staff and Council. Slurry Seals are one of the several treatments used to preserve the street surfaces.

A slurry seal is a relatively inexpensive pavement treatment that extends the life of the pavement and reduces the need for the more expensive rehabilitation treatments. As the name implies, a slurry seal focuses on sealing the pavement surface and sealing cracks as a way to protect the pavement structure from moisture damage and surface wear and tear.

This year's project area is in the south central core of Richland, roughly south of Van Giesen Street and north of Aaron Drive. Included in this year's work is the south parking lot at the Columbia Playfields.

On March 12, 2018, four bids were received. The low bid was \$467,598.20 and the high bid was \$585,271.34. Engineer's estimate was \$548,138.71. Application of the slurry seal is scheduled for this summer, with the work taking approximately two weeks to complete. Preparation for the work will be completed with a combined effort of City street crews and contracted crack sealing and pavement marking removal.

A public outreach program has been designed to support the project. The outreach program will include direct mail materials, web site content, and timely notices by the contractor.

Staff recommends approval of Resolution No. 53-18.

Fiscal Impact:

The total costs of this project, including a prudent contingency, is estimated at \$557,000, which includes approximately \$6,000 in work at the Columbia Playfield parking lot. This proposed contract, along with the crack sealing and pavement marking removal and microsurfacing contracts, are estimated to have total costs of \$1,188,901, excluding costs to be funded by the Parks and Facilities Department budget. The total available program budget for the Pavement Preservation Program is \$1,726,843. The Parks and Public Facilities costs will be funded from the Parks Facilities Renewal and Improvement capital budget, which contains an available balance of \$378,000.

Attachments:

1. Resolution No. 53-18
2. 2018 Slurry Seal - Bid Tabs
3. 2018 Slurry Seal Vicinity Map

RESOLUTION NO. 53-18

A RESOLUTION of the City of Richland authorizing the award of bid to Blackline, Inc. for the 2018 Slurry Seal Project.

WHEREAS, the 2018 - 2023 Capital Improvement Plan (CIP) includes a fully-funded project titled Pavement Preservation Program; and

WHEREAS, the Pavement Preservation Program is implemented through several contracts and staff-performed programs, including the 2018 Slurry Seal Project; and

WHEREAS, City staff have completed all project development and design work required to advance the Slurry Seal project to construction; and

WHEREAS, City staff solicited bids in accordance with the City's purchasing policies, receiving and opening four (4) bids on March 12, 2018; and

WHEREAS, Blackline, Inc. submitted the lowest responsible bid of the four (4) bids received; and

WHEREAS, the Pavement Preservation Program budget is adequate to complete the project using the lowest responsible bid; and

WHEREAS, the City's best interests are served by completing 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 with Blackline, Inc., Inc. in the amount of \$467,598.20, and to execute change orders up to the amount of \$50,000 to fulfill the project's design intent.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

City of Richland

DATE BIDS OPENED: March 12, 2018	ITB # 18-0004
2018 SLURRY SEAL	

				ENGINEER'S ESTIMATE		BLACKLINE VANCOUVER, WA		INTERMOUNTAIN SLURRY SPARKS, NV	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A: City of Richland Slurry Seal Base Bid								
A-1	Mobilization.	1	LS	\$35,000.00	35,000.00	15,000.00	15,000.00	30,189.65	30,189.65
A-2	SPCC plan (all schedules).	1	LS	500.00	500.00	1,000.00	1,000.00	2,000.00	2,000.00
A-3	Project temporary traffic control.	1	LS	10,000.00	10,000.00	12,000.00	12,000.00	20,000.00	20,000.00
A-4	Flaggers & spotters.	160	HR	55.00	8,800.00	50.00	8,000.00	65.00	10,400.00
A-5	Type II slurry seal.	178,627	SY	1.70	303,665.90	1.48	264,367.96	1.35	241,146.45
A-6	Type III slurry seal.	81,102	SY	2.00	162,204.00	1.81	146,794.62	1.95	158,148.90
A-7	Tree trimming (all schedules).	1	LS	1,500.00	1,500.00	4,000.00	4,000.00	5,000.00	5,000.00
A-8	Portable changeable message sign.	200	HR	10.00	2,000.00	10.00	2,000.00	20.00	4,000.00
A-9	Temporary pavement markings	13,438	LF	1.00	13,438.00	0.55	7,390.90	0.25	3,359.50
A-10	Temporary crosswalk.	2,049	LF	2.00	4,098.00	0.55	1,126.95	3.00	6,147.00
SCHEDULE A: City of Richland Slurry Seal Base Bid SUBTOTAL					\$541,205.90	\$461,680.43		\$480,391.50	
0% SALES TAX					-	-		-	
SCHEDULE A: City of Richland Slurry Seal Base Bid TOTAL					\$541,205.90	\$461,680.43		\$480,391.50	
SCHEDULE B: Columbia Playfield South Parking Lot									
B-1	Type III slurry seal.	2,814	SY	\$1.70	4,783.80	1.51	4,249.14	1.25	3,517.50
B-2	Temporary pavement markings	1,600	LF	1.00	1,600.00	0.75	1,200.00	0.25	400.00
SCHEDULE B: Columbia Playfield South Parking Lot SUBTOTAL					\$6,383.80	\$5,449.14		\$3,917.50	
8.6% SALES TAX					549.01	468.63		336.91	
SCHEDULE B: Columbia Playfield South Parking Lot TOTAL					\$6,932.81	\$5,917.77		\$4,254.41	
SCHEDULE A: City of Richland Slurry Seal Base Bid					\$541,205.90	\$461,680.43		\$480,391.50	
SCHEDULE B: Columbia Playfield South Parking Lot					\$6,932.81	\$5,917.77		\$4,254.41	
GRAND TOTAL					\$548,138.71	\$467,598.20		\$484,645.91	

City of Richland

DATE BIDS OPENED:	March 12, 2018	ITB #	18-0004
2018 SLURRY SEAL			

TELFER PAVEMENT TECH MCCLELLAN, CA	VSS INTERNATIONAL SACRAMENTO, CA	
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Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
SCHEDULE A: City of Richland Slurry Seal Base Bid									
A-1	Mobilization.	1	LS	40,000.00	40,000.00	10,000.00	10,000.00		-
A-2	SPCC plan (all schedules).	1	LS	1,500.00	1,500.00	1,000.00	1,000.00		-
A-3	Project temporary traffic control.	1	LS	35,000.00	35,000.00	5,000.00	5,000.00		-
A-4	Flaggers & spotters.	160	HR	55.00	8,800.00	65.00	10,400.00		-
A-5	Type II slurry seal.	178,627	SY	1.45	259,009.15	1.99	355,467.73		-
A-6	Type III slurry seal.	81,102	SY	2.55	206,810.10	2.00	162,204.00		-
A-7	Tree trimming (all schedules).	1	LS	5,500.00	5,500.00	3,000.00	3,000.00		-
A-8	Portable changeable message sign.	200	HR	10.00	2,000.00	100.00	20,000.00		-
A-9	Temporary pavement markings	13,438	LF	0.55	7,390.90	0.62	8,331.56		-
A-10	Temporary crosswalk.	2,049	LF	0.55	1,126.95	1.00	2,049.00		-

SCHEDULE A: City of Richland Slurry Seal Base Bid SUBTOTAL	\$567,137.10	\$577,452.29	\$0.00
0% SALES TAX	-	-	-
SCHEDULE A: City of Richland Slurry Seal Base Bid TOTAL	\$567,137.10	\$577,452.29	\$0.00

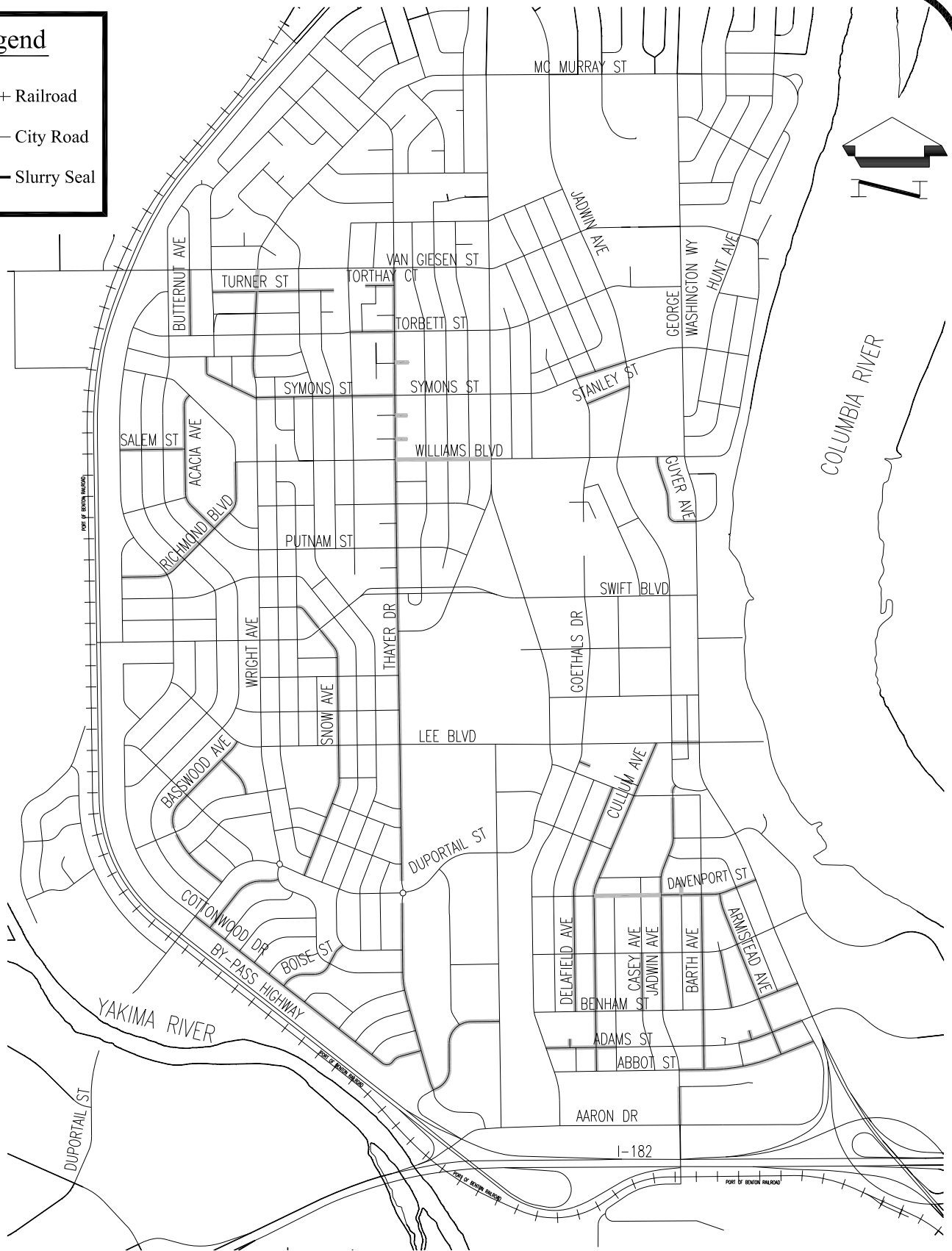
SCHEDULE B: Columbia Playfield South Parking Lot									
B-1	Type III slurry seal.	2,814	SY	3.40	9,567.60	1.99	5,599.86		-
B-2	Temporary pavement markings	1,600	LF	0.75	1,200.00	1.00	1,600.00		-

SCHEDULE B: Columbia Playfield South Parking Lot SUBTOTAL	\$10,767.60	\$7,199.86	\$0.00
8.6% SALES TAX	926.01	619.19	-
SCHEDULE B: Columbia Playfield South Parking Lot TOTAL	\$11,693.61	\$7,819.05	\$0.00

SCHEDULE A: City of Richland Slurry Seal Base Bid	\$567,137.10	\$577,452.29	\$0.00
SCHEDULE B: Columbia Playfield South Parking Lot	\$11,693.61	\$7,819.05	\$0.00
GRAND TOTAL	\$578,830.71	\$585,271.34	\$0.00

Legend

- ++++ Railroad
- City Road
- Slurry Seal



CITY OF RICHLAND 2018 SLURRY SEAL PROJECT 18-0004

DATE: 02-12-2018
DRAWN BY: LD
SCALE: NOT TO SCALE
CAD DWG: o:\civil_projects - civil 3d\2018 slurry seal_sow cp170008\01_engineering\6.0_drawings\2018 slurry seal_cover.dwg



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:

Resolution No. 54-18, Authorizing a Cost Sharing Agreement with LightSpeed Networks, Inc. for Fiber Optic Infrastructure Construction as part of the Duportail Bridge Project

Department:
Public Works

Ordinance/Resolution Number:
54-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 54-18, authorizing the City Manager to sign and execute an agreement with LightSpeed Networks, Inc. for fiber optic infrastructure construction as part of the Duportail Bridge project.

Summary:

As part of the Duportail Bridge project, the existing aerial utility crossing of the Yakima River will be removed.

Under the terms of Ordinance No. 15-12, LightSpeed Networks, Inc. (LSN) owns and operates fiber optic infrastructure on the existing aerial utility poles at the project location, and is required to relocate its infrastructure at its own cost upon notice provided by the City. The City provided notice to LSN that LSN is required to relocate off of the aerial crossing. The City is providing an opportunity for LSN to relocate onto the Duportail Bridge in a shared utility hanger system.

LSN responded to the City's notice by indicating its desire to relocate onto the Duportail Bridge. LSN will provide conduit to be installed by Apollo Inc., the Duportail Bridge Contractor. City staff and LSN have negotiated an agreement whereby LSN will reimburse the City the actual costs of conduit installation for its infrastructure.

The City's best interests are served by facilitating LSN's infrastructure relocation for the cost of the work, thereby enabling continued high quality communication services to Richland residents and businesses.

Staff recommends approval of Resolution No. 54-18.

Fiscal Impact:

The City's estimated costs, based on the City's Duportail Bridge construction contract prices, of work supporting the LSN relocation is \$9,043.20. The agreement requires LSN to reimburse the City's actual costs up to a maximum of \$25,000.

Attachments:

1. Resolution No. 54-18
2. Cost Reimbursement Agreement - LS Networks (Signed)

RESOLUTION NO. 54-18

A RESOLUTION of the City of Richland authorizing a cost sharing agreement with LightSpeed Networks, Inc. for fiber optic infrastructure on the Duportail Bridge.

WHEREAS, the City of Richland has identified the need to abandon the existing aerial utility crossing of the Yakima River as part of the Duportail Bridge Project; and

WHEREAS, under the terms of Ordinance No. 15-12, LightSpeed Networks, Inc. (hereafter "LSN") owns and operates fiber optic infrastructure on the existing aerial utility poles at the project location; and

WHEREAS, under the terms of Ordinance No. 15-12, LSN is required to relocate their infrastructure at their cost upon notice provided by the City; and

WHEREAS, the City provided formal notification to LSN that LSN is required to relocate off of the aerial crossing; and

WHEREAS, the City is providing an opportunity to LSN to relocate on the Duportail Bridge in a shared utility hanger system; and

WHEREAS, LSN will provide conduit to be installed by Apollo Inc., the Duportail Bridge contractor; and

WHEREAS, City staff and LSN have negotiated an agreement whereby LSN will reimburse the City the actual costs of conduit installation for its infrastructure; and

WHEREAS, the City's best interests are served by facilitating LSN's infrastructure relocation for the cost of the work, thereby enabling continued high quality communication services to Richland residents and businesses.

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 Cost Sharing Agreement with LightSpeed Networks, Inc. for relocation of LSN's fiber optic infrastructure on 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 at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

COST SHARING AGREEMENT FIBER OPTIC INFRASTRUCTURE CONSTRUCTION

This AGREEMENT is made and entered into this ____ day of _____, 2018, between the **City of Richland**, a Washington municipal corporation ("City"), and **LightSpeed Networks, Inc.**, an Oregon profit corporation ("LS Networks"). City and LS Networks are referred to individually throughout as a "Party," and collectively as the "Parties."

I. Recitals

WHEREAS, the City has identified a public need to abandon the existing aerial utility crossing of the Yakima River as part of the Duportail Bridge project; and

WHEREAS, the City has provided formal notice pursuant to Ordinance No. 15-12, the existing Franchise Agreement with LS Networks, that LS Networks is required to relocate off the aerial crossing by December 31, 2020; and

WHEREAS, the City is making an opportunity available to LS Networks to relocate under the Duportail Bridge in a shared utility hanger system, and

WHEREAS, LS Networks requests that the City install two (2) 2-inch conduits in the Duportail Bridge Utility Hanger crossing of the Yakima River in the City of Richland; and

WHEREAS, LS Network will provide 1,566 linear feet of 2-inch conduit to be installed by the Duportail Bridge contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereto agree as follows:

II. Agreement

1. COST SHARING – FIBER OPTIC INFRASTRUCTURE CONSTRUCTION

- 1.1 The City will construct the bridge utility hanger and install two (2) 2-inch conduits ("conduit infrastructure") provided by LS Networks for fiber optic cabling use in the locations identified in Section 1.2 of this Agreement. LS Networks will own and maintain both conduits. LS Network shall reimburse the City for all costs related to installing the conduits.
- 1.2 Fiber optic cable infrastructure shall be built at the following locations:
 - 1.2.1 Duportail Street Bridge crossing of the Yakima River from Back of pavement Seat at Pier 1 to Back of Pavement Seat at Pier 6.
- 1.3 LS Networks is responsible for obtaining all easements and permissions necessary to own and control conduit in the location identified in this Agreement.
- 1.4 The City shall be responsible for bidding, awarding and administering the construction contract for fiber optic cable infrastructure in conformance with the City's public works

contracting policies and procedures. Any bid protest or other legal action arising out of the bidding/contract award process shall be directed and determined by the City in the City's sole discretion with no notice to, or input from, LS Networks. City shall have sole responsibility for accepting or rejecting substantial and/or final completion of the work.

2. MAINTENANCE AND REPAIRS

- 2.1. After construction is complete, LS Networks shall own and maintain the two (2) 2-inch conduits that are the subject of this Agreement.
- 2.2. Damage to any of the provided conduit infrastructure shall be repaired as soon as possible by the owner of said conduit infrastructure.
- 2.3. Neither the City nor LS Networks shall be liable to the other or to any third party for consequential damages suffered by the other Party, or by any third party, as a result of damages or repairs to the provided conduit, no matter what the cause of the interruption or damage.

3. PRINCIPAL CONTACTS

The following individuals have been identified by the City and LS Networks as Principal Contacts for this Agreement:

For LS Networks

Valerie Starr
LS Networks
921 SW Washington St. Suite 370
Portland, OR 97205
(503) 414-0463

For City of Richland

Jon Amundson
City of Richland
505 Swift Blvd.
Richland, WA 99352
(509) 942-7380

4. TERM / CANCELLATION

- 4.1 Either party may cancel this Agreement prior to the selection and official bid award to the selected qualified contractor. After the official bid award has been approved, this Agreement shall not be terminated except by mutual agreement of the Parties.

5. INSTALLATION EXPENSE REIMBURSEMENT

- 5.1 As a non-recurring cost, LS Networks shall pay the City the actual cost of installation as incurred by the City under separate bid item in the Duportail Bridge construction contract. For estimation purposes, LS Network can expect to pay approximately **Nine Thousand Forty-Three Dollars and Twenty Cents (\$9,043.20)**, which represents LS Networks' total cost for installation. The Parties knowledge that this figure is an estimate provided for budgeting purposes and does not bind either Party. LS Network agrees that it is obligated under this Agreement to pay the actual costs of installation as incurred by the City without regard to the estimated amount. The City shall provide written notice to LS Networks should the actual cost of installation exceed \$12,000. LS Networks shall not be obligated under this Agreement to pay actual costs of installation exceeding \$25,000.

- 5.2 LS Networks shall not incur any re-occurring expenses in connection with this Agreement.
- 5.3 Payment by LS Networks shall be due within thirty (30) calendar days of invoice by the City. Payment in full shall be remitted to 505 Swift Boulevard, Richland WA 99352, ATTN: Accounts Payable.

6. INDEMNIFICATION

- 6.1 Each Party to this Agreement shall defend, indemnify, and hold harmless the other party, its officers, officials, employees, and agents, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from the indemnifying Party's own negligent acts or omissions. Neither Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.
- 6.2 Each of the Parties agree that their obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the Parties incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.

7. MODIFICATION

- 7.1 No modification of this Agreement, including any extensions, shall be valid unless evidenced in writing and signed by both Parties. No verbal agreement may supersede, replace or amend this section or any other provision of this Agreement.

8. INTEGRATION

- 8.1 This Agreement constitutes the final and complete integrated agreement between the Parties concerning its subject matter. All other agreements or understandings outside of this Agreement, whether verbal or in writing, are hereby terminated.

9. ASSIGNMENT

- 9.1 Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without prior written consent of the other Party, which shall be made in the Party's sole discretion. Any such transfer or assignment made without the required consent shall be null and void.

10. SEVERABILITY

- 10.1 Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and it shall continue in full force and effect.

11. CONTROLLING LAW AND VENUE

- 11.1 This Agreement is entered into under, and shall be controlled by, the laws of the State of Washington.
- 11.2 In the event that either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, that action or proceeding shall be brought in the Superior Court for Benton County, Washington. All parties consent to personal jurisdiction in Benton County Superior Court.

12. NO PARTNERSHIP OR THIRD PARTY RIGHTS

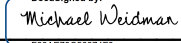
- 12.1 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligations or liability upon either Party.
- 12.2 This Agreement shall not be construed to create rights in or grant remedies to any third party as a beneficiary of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND

LightSpeed Network, Inc.

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

DocuSigned by:


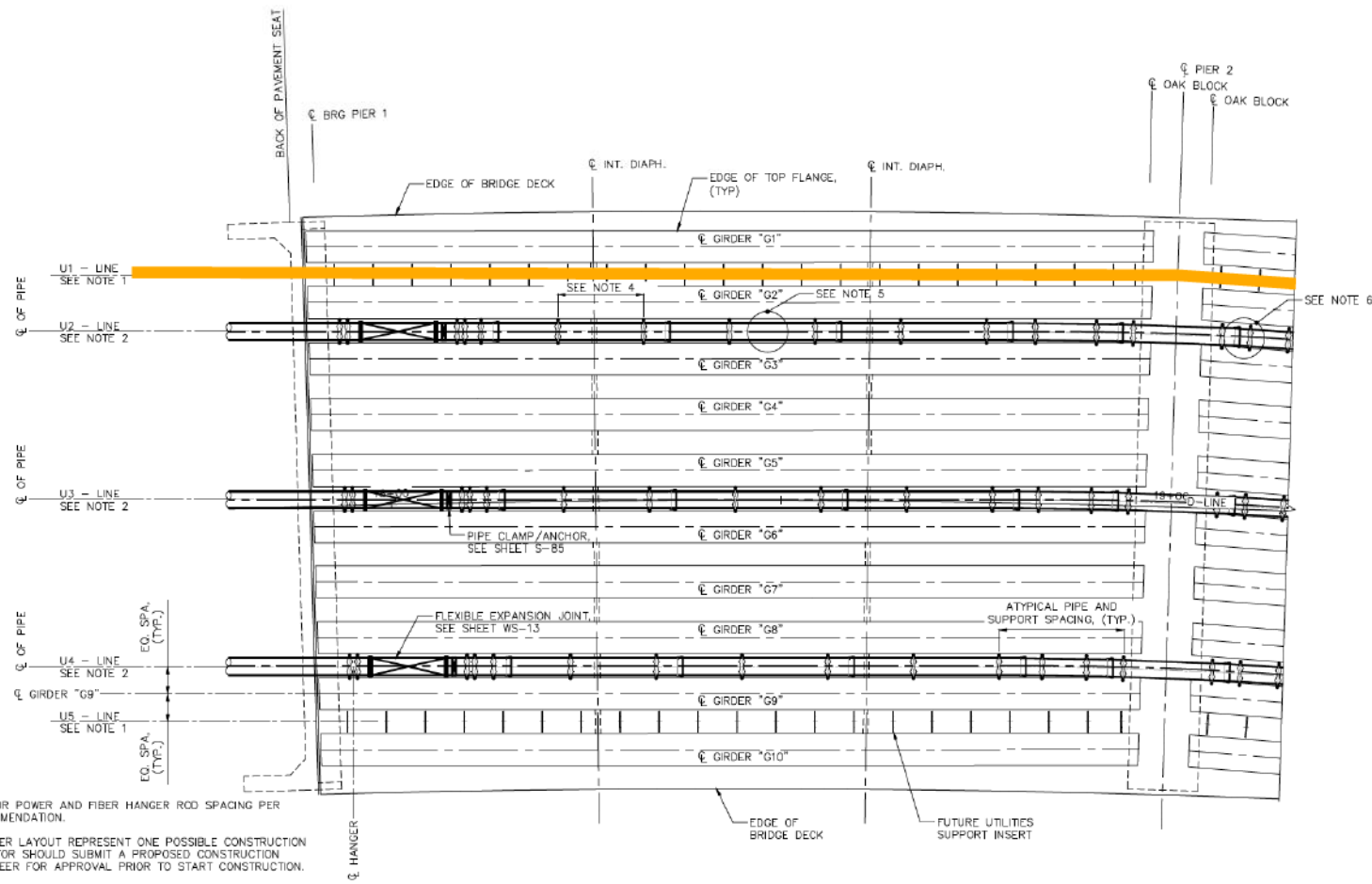
By: Michael Weidman
President & CEO

Approved as to Form:

Heather Kintzley, City Attorney

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NOTES:

- 1. UTILITY ALIGNMENTS FOR POWER AND FIBER HANGER ROD SPACING PER MANUFACTURER RECOMMENDATION.
- 2. THE WATER LINE HANGER LAYOUT REPRESENT ONE POSSIBLE CONSTRUCTION METHOD. THE CONTRACTOR SHOULD SUBMIT A PROPOSED CONSTRUCTION METHOD TO THE ENGINEER FOR APPROVAL PRIOR TO START CONSTRUCTION.
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- 5. SEE DETAIL A1, DWG NO. WS-12 FOR MINIMUM AND MAXIMUM DISTANCES FROM PIPE SUPPORT TO PIPE BELL.
- 6. SEE DETAIL A1, DWG NO. WS-12 FOR MINIMUM DISTANCE FROM PIPE SUPPORT TO PIPE SPIGOT END.
- 7. SEE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.

UTILITY PLAN - SPAN 1

MARK	REVISION DESCRIPTION	BY	APP.	DATE



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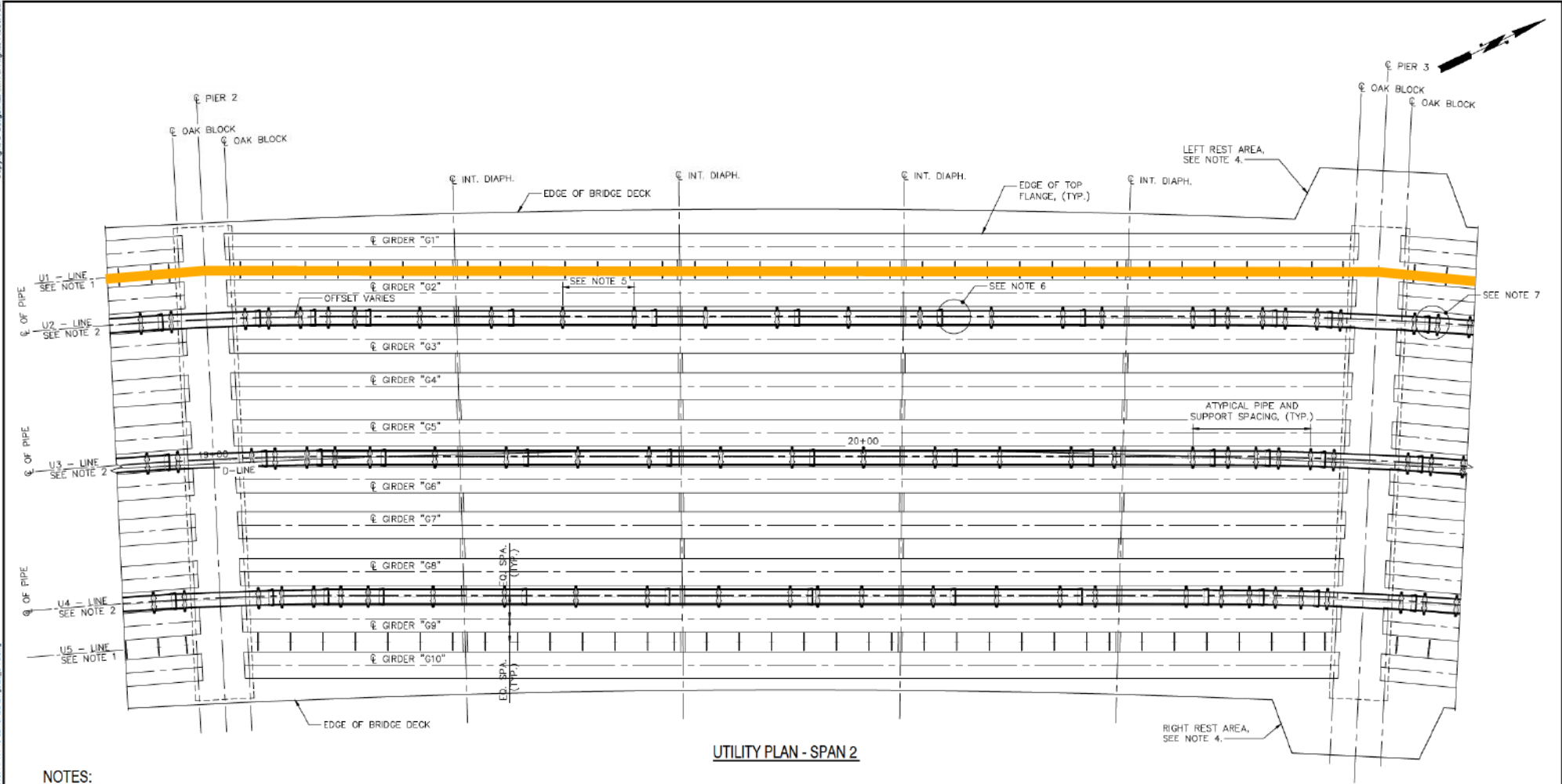


CITY OF RICHLAND
DUPORTAIL BRIDGE
PHASE 1
UTILITY LAYOUT - SHEET 1

DRAWING NO.	S-77
PROJECT NO.	SB17-0067
RECORD DWG.	C2-062
DATE:	10/6/17
SHEET NO.	193 OF 260

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NOTES:

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4. SEE REST AREA DETAIL DRAWINGS FOR GEOMETRY EDGE OF DECK AT REST AREA.
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UTILITY PLAN - SPAN 2

33301 9th Avenue South, Suite 300 Federal Way, Washington 98003-2500 (206) 431-2300 Fax: (206) 431-2250		<table border="1"> <tr> <td>STATE</td> <td>FED AID PROJ NO</td> </tr> <tr> <td>10 WASH</td> <td>STPUS-3440(001)</td> </tr> </table>	STATE	FED AID PROJ NO	10 WASH	STPUS-3440(001)				CITY OF RICHLAND DUPORTAIL BRIDGE PHASE 1 UTILITY LAYOUT - SHEET 2	DRAWING NO. S-78 PROJECT NO. SB17-0067 RECORD DWG: C2-062 DATE: 10/6/17 SHEET NO. 194 OF 260									
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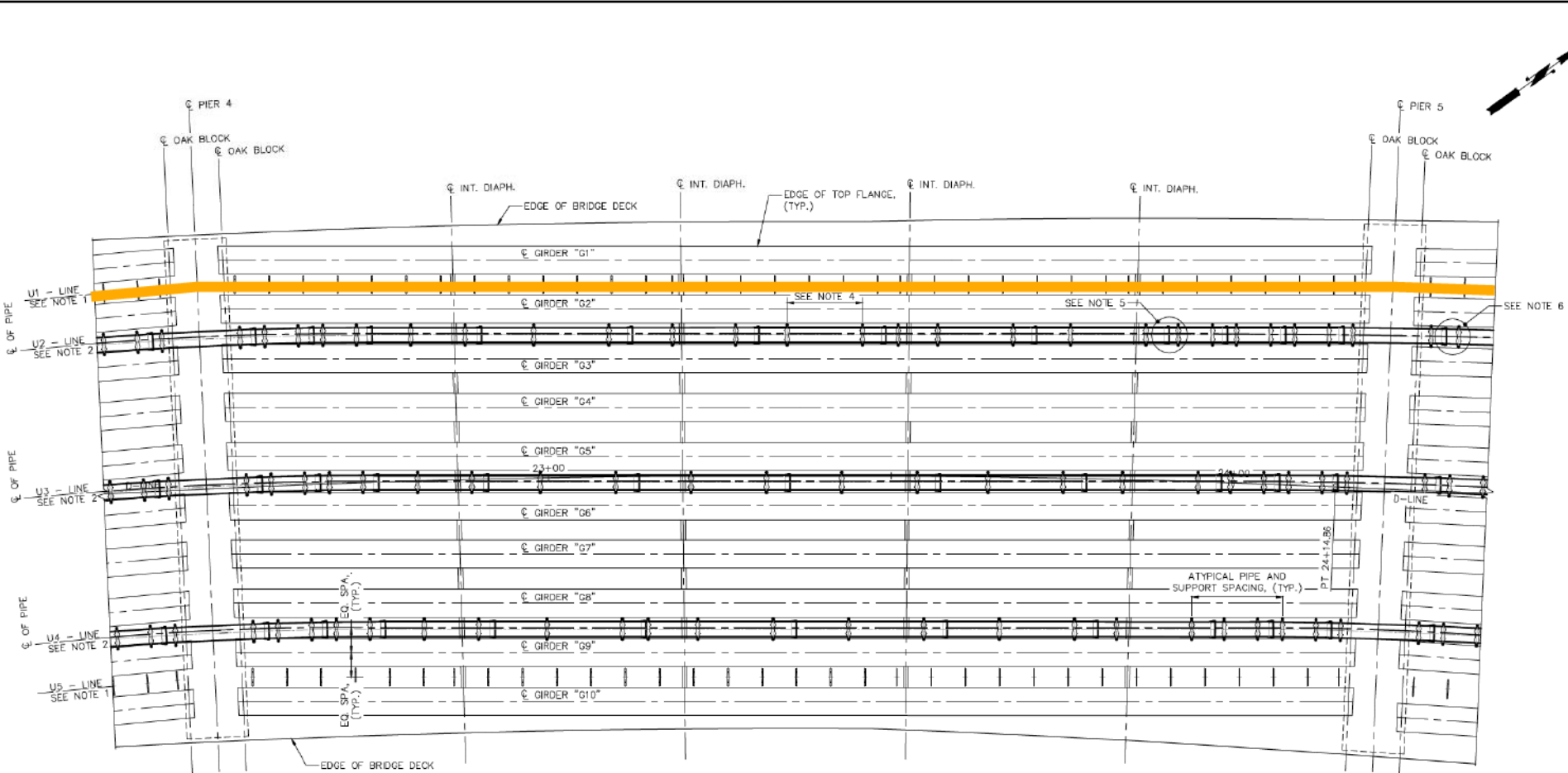
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FOR MINIMUM AND MAXIMUM DISTANCES FROM PIPE
FOR MINIMUM DISTANCE FROM PIPE SUPPORT TO
ADDITIONAL INFORMATION.

						 BergerABAM 33301 9th Avenue South, Suite 300 Federal Way, Washington 98003-2600 (206) 431-2300 Fax: (206) 431-2250	<table><tr><td>PERSON NO.</td><td>STATE</td><td>FED AID PROJ NO</td></tr><tr><td>10</td><td>WASH</td><td>STPUS-3440(001)</td></tr></table> <table><tr><td>DRAWN BY <u>PIL</u></td><td>CHECK BY <u>SCB</u></td></tr><tr><td>DESIGN BY <u>SAC</u></td><td>PROJ MGR <u>CWS</u></td></tr></table>		PERSON NO.	STATE	FED AID PROJ NO	10	WASH	STPUS-3440(001)	DRAWN BY <u>PIL</u>	CHECK BY <u>SCB</u>	DESIGN BY <u>SAC</u>	PROJ MGR <u>CWS</u>	  	CITY OF RICHLAND DUPORTAIL BRIDGE PHASE 1 UTILITY LAYOUT - SHEET 3	DRAWING NO. S-79 PROJECT NO. SB17-0087 RECORD DWG: C2-062 DATE: 10/6/17 SHEET NO. 195 OF 260
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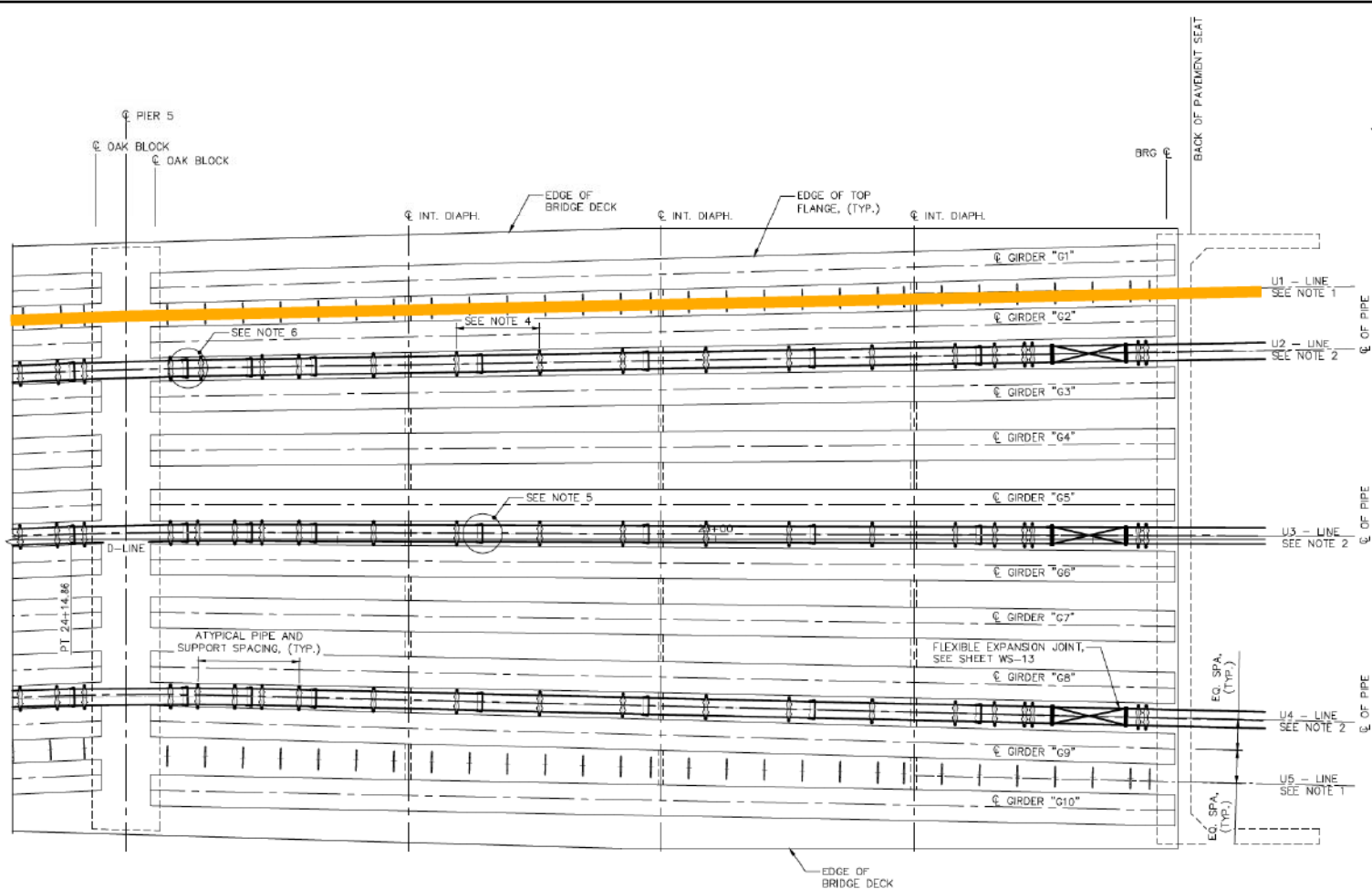
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UTILITY PLAN - SPAN 4

33301 9th Avenue South, Suite 300 Federal Way, Washington 98003-2500 (206) 431-2300 Fax: (206) 431-2250		REGION 10	STATE WASH	FED AID PROJ NO STPUS-3440(001)				CITY OF RICHLAND DUPORTAIL BRIDGE PHASE 1 UTILITY LAYOUT - SHEET 4	DRAWING NO. S-80
		DRAWN BY <u>PIL</u> DESIGN BY <u>SAC</u>	CHECK BY <u>SCB</u> PROJ MGR <u>CWS</u>	PROJECT NO. <u>SB17-0067</u> RECORD DWG: <u>C2-062</u> DATE: <u>10/6/17</u> SHEET NO. <u>196 OF 260</u>					

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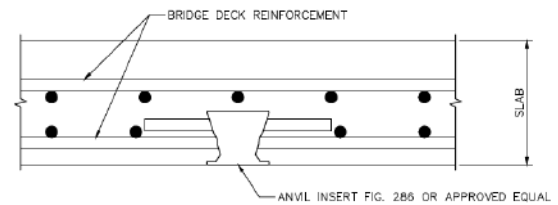
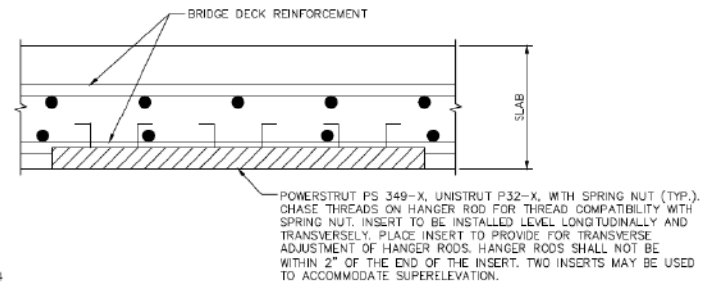
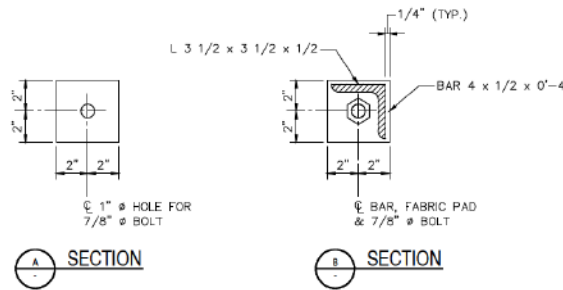
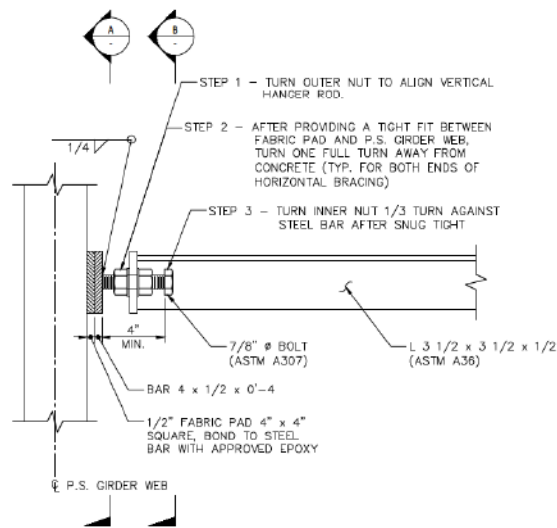
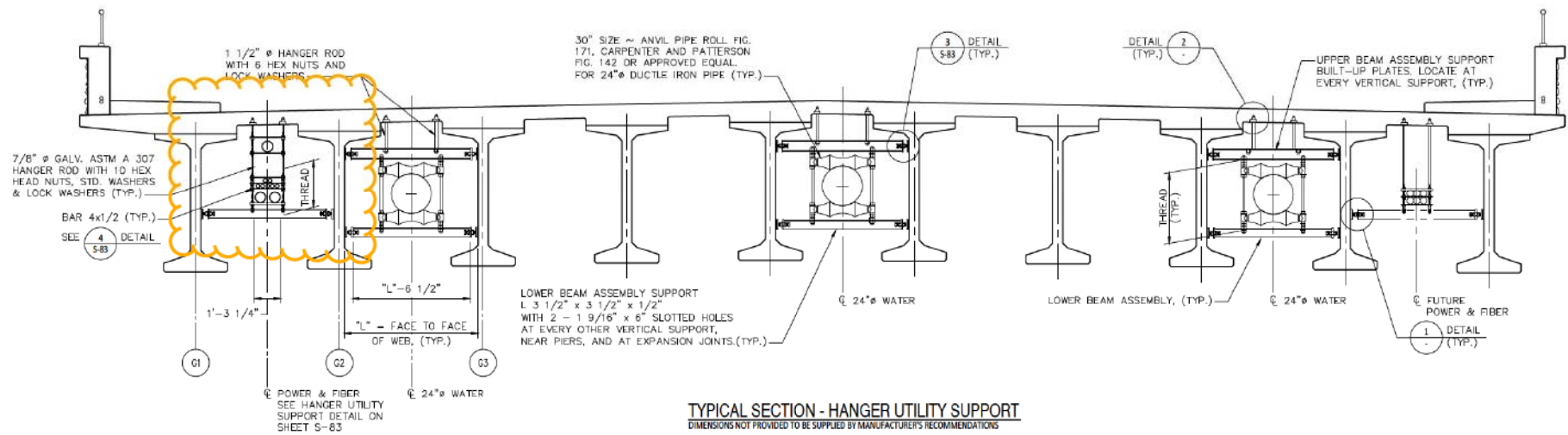


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UTILITY PLAN - SPAN 5

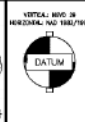
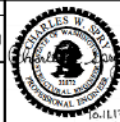
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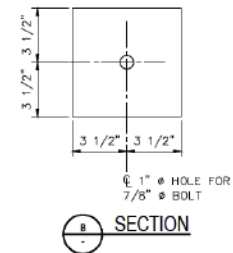
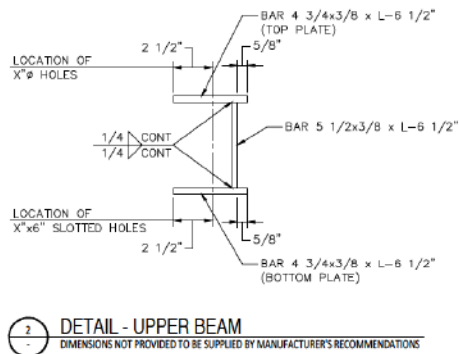


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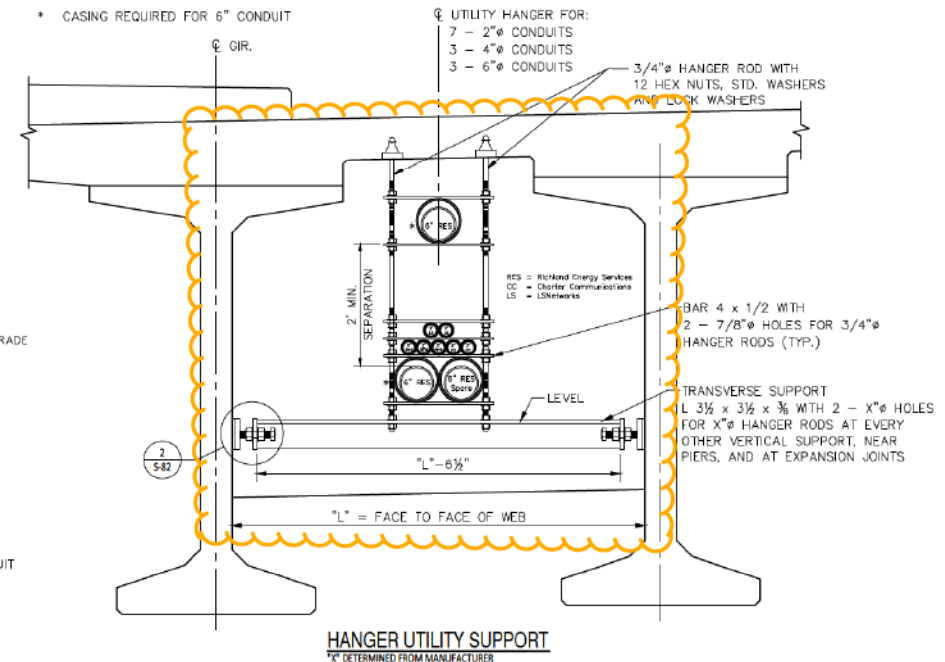


CITY OF RICHLAND
DUPORTAIL BRIDGE
PHASE 1
UTILITY HANGER DETAILS - SHEET 1

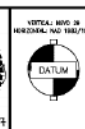
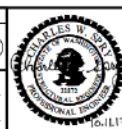
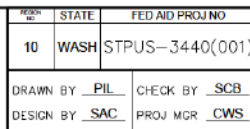
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PROJECT NO. **SB17-0067**
RECORD DWG. **C2-062**
DATE: **10/6/17**
SHEET NO. **198 OF 260**



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UTILITY HANGER DETAILS - SHEET 2

DRAWING NO.	S-83
PROJECT NO.	SB17-0067
RECORD DWG:	C2-062
DATE:	10/6/17
SHEET NO.	199 OF 260



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities; Key 4 - Targeted Investments; Key 6 - Community Amenities

Subject:

Resolution No. 55-18, Authorizing a Funding Agreement with the Washington State Resource and Conservation Office for Lighting Field No. 5 at the Columbia Playfields

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

55-18

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 55-18, authorizing the City Manager to sign and execute a funding agreement with the Washington State Resource and Conservation Office for lighting Field No. 5 at the Columbia Playfields.

Summary:

On April 19, 2016, Council authorized staff to apply to the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities Grant for installation of field lighting and bleachers on Field No. 5 at the Columbia Playfields. Adding bleachers and lighting would make the amenities of Field No. 5 consistent with the four existing lighted fields.

On January 22, 2018, staff was notified by RCO that the City's request was partially funded, meaning that the lights were funded but the bleacher component of the request was excluded.

An RCO grant of \$150,000 is adequate to fund the lighting of Field No. 5, and the project is included in the City's Capital Improvement Plan (CIP). If approved, staff will advance a CIP amendment for future Council consideration to align the reduced RCO funding with the anticipated scope of work.

Staff recommends approval of Resolution No. 55-18, authorizing acceptance of the RCO grant for the purpose of lighting Field No. 5 at the Columbia Playfields.

Fiscal Impact:

\$150,000 of RCO revenue is identified in the adopted Capital Improvement Plan for the Columbia Playfield Improvements project. Execution of the grant funding agreement will make the funds available for the project.

Attachments:

I. Resolution No. 55-18

RESOLUTION NO. 55-18

A RESOLUTION of the City of Richland authorizing acceptance of a grant and execution of a funding agreement with the Washington State Recreation and Conservation Office for installation of field lights at Columbia Playfield.

WHEREAS, on April 19, 2016, Richland City Council adopted Resolution No. 88-16, authorizing staff to apply to the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities Grant for installation of field lighting and bleachers on Field No. 5 at the Columbia Playfields; and

WHEREAS, Field Nos. 1 - 4 at the Columbia Playfields are currently improved with lighting and bleachers; and

WHEREAS, installing field lights and bleachers on Field No. 5 will support City-sponsored activities and promote sports tourism; and

WHEREAS, the City was notified on January 22, 2018 that the Washington State Legislature approved the State's capital budget, including partial funding for the City's application, but specifically excluding the bleacher component of the request; and

WHEREAS, on February 8, 2018, the City received a grant contract from RCO that provides funding only for the Columbia Playfields Field No. 5 lighting improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to accept a grant from the Washington State Recreation and Conservation Office in the amount of \$150,000 for installation of field lights on Field No. 5 at the Columbia Playfields.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign and execute an agreement with the Washington State Recreation and Conservation Office for this purpose.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Resolutions – Adoption

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Resolution No. 56-18, Authorizing Addendum No. I to the 2010 Metro Interlocal Agreement

Department:
City Manager

Ordinance/Resolution Number:
56-18

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 56-18, authorizing the City Manager to sign and execute Addendum No. I to the 2010 Metro Interlocal Agreement.

Summary:

Metro is an administrative entity created by interlocal agreement for the purpose of combating controlled substances trafficking within the Tri-Cities community. Metro is currently comprised of the Cities of Kennewick, Pasco, Richland and West Richland, and the Counties of Benton and Franklin. The City of Kennewick is currently the administrative jurisdiction for Metro.

Metro is primarily funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant's position. The HIDTA funding has primarily been utilized for confidential buy funds, overtime, and training reimbursement. The DEA provides office space and electronic equipment.

Metro applied for the 2017 Byrne JAG Grant as it has for numerous years. The grant application was approved and the release of the funding should have occurred after the beginning of the 2017 federal fiscal year, which runs from October 1 to September 30. As of February 9, 2018, the Byrne JAG Grant has not been released by the Department of Justice. This has caused a financial shortfall for the task force.

Metro's fiscal year runs from July 1 to June 30. The Task Force was able to utilize reserves through December of 2017 to cover the financial shortfall generated as a result of not receiving the Byrne JAG Grant. However, to complete the current fiscal year (to June 30), the task force is expected to require an additional \$105,000 to maintain its current operations and meet all financial obligations, which includes ending the fiscal year with an operating reserve of \$30,000.

The parties propose to amend the existing interlocal to add a formula to address the shortfall. Richland's additional obligation is \$2,943. The proposed formula has a sunset of June 30, 2019.

Staff recommends approval of Resolution No. 56-18.

Fiscal Impact:

The City expects to use public safety sales tax revenues to cover the shortfall.

Attachments:

1. Resolution No. 56-18
2. Proposed Addendum No. I to the 2010 Metro Interlocal Agreement

RESOLUTION NO. 56-18

A RESOLUTION of the City of Richland authorizing Addendum No. 1 to the 2010 Metro Interlocal Agreement.

WHEREAS, prior to 1987, the Cities of Kennewick, Pasco, Richland, and West Richland, and the Counties of Benton and Franklin, through their law enforcement agencies, maintained a working agreement for the purpose of combating controlled substances trafficking within the Tri-Cities community. This quasi-organized effort was known as the Metropolitan Enforcement Group ("Metro"); and

WHEREAS, the original parties entered into an Interlocal Agreement in 1987 which provided a more formal organization in order to centralize supervision and to qualify for federal funds dispensed by Washington State's Department of Community Trade and Economic Development ("CTED"); and

WHEREAS, in November of 1990, the Cities of Connell and Prosser desired to also participate in the group, and the original parties desired to include them. In October of 1991 and January of 1994, respectively, the cities of Prosser and Connell decided to no longer participate. In December 2004, the City of West Richland also decided to no longer participate; and

WHEREAS, on December 30, 2009, the Cities of Kennewick, Richland and Pasco and the Counties of Benton and Franklin entered into a revised Metro Interlocal Agreement reflecting transfer of administrative duties for Metro from the City of Pasco to the City of Kennewick; and

WHEREAS, in January 2010, the City of West Richland notified the member agencies of Metro of its desire to rejoin Metro. The Parties executed the current Metro Interlocal Agreement in March of 2010 to add West Richland; and

WHEREAS, Metro is primarily funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant's position. The HIDTA funding has primarily been utilized for confidential buy funds, personnel overtime, and training reimbursement. The DEA has provided office space and electronic equipment; and

WHEREAS, Metro applied for the 2017 Byrne JAG Grant as it has for numerous years. The Grant application was approved and the release of the funding should have occurred after the beginning of the 2017 federal fiscal year, which runs from October 1 to September 30. As of February 9, 2018, the Byrne JAG Grant has not been released by the Department of Justice. This has caused a financial shortfall for the task force; and

WHEREAS, Metro's fiscal year runs from July 1 to June 30. The Task Force was able to utilize reserves through December of 2017 to cover the financial shortfall

generated as a result of not receiving the Byrne JAG Grant. However, to complete the current fiscal year (to June 30), the task force is expected to require an additional \$105,000 to maintain its current operations and meet all financial obligations, which includes ending the fiscal year with an operating reserve of \$30,000; and

WHEREAS, to address the shortfall, the Parties propose a formula that will allocate obligations among the jurisdictions as presented in the proposed Addendum No. 1 to the Metro Interlocal Agreement. Richland's additional obligation is \$2,943. The proposed formula has a sunset of June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute Addendum No. 1 to the 2010 Metro Interlocal Agreement.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 20th day of March, 2018.

ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

MARCIA HOPKINS, City Clerk

HEATHER KINTZLEY, City Attorney

Return recorded document to:

Kennewick City Clerk
P. O. Box 6108
Kennewick, WA 99336

ADDENDUM NO. 1
TO THE
METRO INTERLOCAL AGREEMENT

THIS ADDENDUM is made and entered into this _____ day of February, 2018, by and between the following parties:

City of Pasco
City of Kennewick
City of Richland
City of West Richland
Benton County
Franklin County

SECTION 1 - PURPOSE

The Tri-Cities Metro Drug Task Force (Metro) is primarily funded by the Byrne JAG Grant, the High Intensity Drug Trafficking Area (HIDTA) Program and the Drug Enforcement Administration (DEA). The Byrne JAG Grant is primarily utilized for funding the legal secretary position and portions of the Metro Commander and Metro Sergeant's position. The HIDTA funding has primarily been utilized for confidential buy funds, personnel overtime, and training reimbursement. The DEA has provided office space and electronic equipment.

Metro applied for the 2017 Byrne JAG Grant as it has for numerous years. The Grant application was approved and the release of the funding should have occurred after the beginning of the 2017 federal fiscal year, which runs from October 1 to September 30. As of February 9, 2018, the Byrne JAG Grant has not been released by the Department of Justice. This has caused a financial shortfall for the task force.

Metro's fiscal year runs from July 1 to June 30. The Task Force was able to utilize reserves through December of 2017 to cover the financial shortfall generated as a result of not receiving

the Byrne JAG Grant. However, to complete the current fiscal year (to June 30) the task force is expected to require an additional \$105,000 to maintain its current operations and meet all financial obligations, which includes ending the fiscal year with an operating reserve of \$30,000.

It is the parties intent to adopt the foregoing formula to address the current shortfall and address the potential for a future shortfall during the next fiscal year through June 30, 2019.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree to amend the Metro Interlocal Agreement for an interim period as follows:

SECTION 2 – AMENDMENT

Section 1. Section 5 of the Interlocal Agreement pertaining to the Task Force is hereby amended, adding subsection (e) which reflects the following formula the parties agree to utilize on an interim basis to cover the budget shortfall due to the delay/loss of grant funding as follows:

“e. The following formula was approved by the Metro Executive Board on February 8, 2018:

- (1) 75% of the legal secretary position – paid by Benton County.
- (2) 25% of the legal secretary position – paid by Franklin County.
- (3) Remainder of the shortfall – split equally between all 6 jurisdictions (Benton County, Kennewick, Richland, West Richland, Franklin County and Pasco).

To satisfy the projected shortfall (\$105,000) to the end of the current fiscal year (June 30, 2018), and utilizing the above formula, the jurisdictions would be responsible for the following:

•	Benton County	-	\$68,449
•	Franklin County	-	\$24,779
•	Kennewick	-	\$ 2,943
•	Richland	-	\$ 2,943
•	West Richland	-	\$ 2,943
•	Pasco	-	<u>\$ 2,943</u>
	<u>Total</u>		<u>\$105,000</u>

- (4) The formula utilized in this addendum will remain in effect after the conclusion of the 2017-2018 Metro fiscal year, but will last no longer than June 30, 2019, unless a new agreement is deemed appropriate by all parties.”

Section 2. All other terms and conditions contained in the Metro Interlocal Agreement dated May 16, 2017, not specifically amended above or inconsistent with the terms as amended above shall remain in full force and effect.

DATED this _____ day of February, 2018.

CITY OF KENNEWICK

MARIE E. MOSLEY, City Manager

Approved as to Form:

LISA BEATON
Kennewick City Attorney

CITY OF PASCO

DAVE ZABELL, City Manager

Approved as to Form:

LELAND B. KERR
Pasco City Attorney

CITY OF WEST RICHLAND

BRENT GERRY, Mayor

Approved as to Form:

BRONSON BROWN
West Richland City Attorney

CITY OF RICHLAND

CINDY REENTS, City Manager

Approved as to Form:

HEATHER D. KINTZLEY
Richland City Attorney

FRANKLIN COUNTY

RICK MILLER, Commissioner

Approved as to Form:

JENNIFER JOHNSON
Franklin County Prosecutor's Office

BENTON COUNTY

SHON SMALL, Commissioner

Approved as to Form:

RYAN BROWN
Benton County Prosecutor's Office



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Appointments to the Board of Adjustment: Robert Gray and Carl Van Hoff

Department:
City Attorney

Ordinance/Resolution Number:
N/A

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of Robert Gray to Position No. 2 and Carl Van Hoff to Position No. 3 on the Board of Adjustment.

Summary:

The Board of Adjustment currently has two vacant positions due to resignations from David Kobus (Position No. 2) and James Watson (Position No. 3).

Board of Adjustment Chair Lowry is recommending the appointment of Robert Gray to Position No. 2 and Carl Van Hoff to Position No. 3.

The term for Position No. 2 runs from March 21, 2018 through March 31, 2023. The term for Position No. 3 runs from March 21, 2018 through March 31, 2019.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

I. Recommendations



BOARD OF ADJUSTMENT

MEMORANDUM

TO: Richland City Clerk

FROM: Larry Lowry, Board of Adjustment Chairman

DATE: March 2, 2018

SUBJECT: Board of Adjustment Vacancies

On March 1 and 2, 2018, Senior Planner O'Neill and myself considered 3 candidates for the Board of Adjustment vacancies for positions held David Kobus and James Watson.

The candidates recommended to fill the vacancies are as follows:

Position #2:

Vacated by:

David Kobus

Selected Candidate:

Robert Gray

Position #3

Vacated by:

James Watson

Selected Candidate:

Carl Van Hoff

If you have any questions, please feel free to contact me.

Larry Lowry, Chairman
Board of Adjustment



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Items for Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Appointments to the Code Enforcement Board: Gregory Levy, Alisha Victorine and Toni Ball

Department:
City Attorney

Ordinance/Resolution Number:
N/A

Document Type:
General Business Item

Recommended Motion:

Approve the appointments of Gregory Levy to Position No. 2, Alisha Victorine to Position No. 3, and Toni Ball to Position No. 5 on the Code Enforcement Board.

Summary:

The terms for Position Nos. 1, 2 and 3 on the Code Enforcement Board will expire on March 31, 2018. Position No. 5 recently became vacant with the resignation of Gerald Frey, effective March 14, 2018.

Interviews were conducted on March 7, 2018. From that process, Chair Frey and Council Liaison Alvarez are recommending the following appointments:

- Gregory Levy to Position No. 2 (reappointment);
- Alisha Victorine to Position No. 3 (reappointment); and
- Toni Ball to Position No. 5.

Recruitment efforts are underway to fill the final vacant position.

The terms for Position Nos. 2 and 3 are effective April 1, 2018 through March 31, 2020. The term for Position No. 5 is effective March 21, 2018 through March 31, 2019.

Candidate applications and resumes are on file in the City Clerk's Office.

Fiscal Impact:

None.

Attachments:

- I. Recommendation

Barham, Debby

From: Kintzley, Heather
Sent: Monday, March 12, 2018 10:47 AM
To: Barham, Debby
Cc: Alvarez, Michael
Subject: Recommendations for Code Enforcement Board (March 2018)

Hi Debby –

After holding interviews, Dr. Frey and Councilmember Alvarez are recommending the following appointments to the CEB:

Position No. 1 - Lynn Affleck
Position No. 2 - Gregory Levy
Position No. 3 - Alisha Victorine

Also, the City anticipates receiving Dr. Frey's resignation from the CEB effective March 14, 2018. Based on this, the recommendation is to appoint applicant Toni Ball to Dr. Frey's current position to serve his unfinished term.

Please let me know if you need any additional information.

Thanks,
Heather



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 03/20/2018

Agenda Category: Expenditures - Approval

Key Element: Key I - Financial Stability & Operational Effectiveness

Subject:

Expenditures from February 26, 2018 - March 9, 2018 for \$8,220,286.68 including Check Nos. 254986-255482, Wire Nos. 6748-6776, Payroll Check Nos. 131028-131532, and Payroll Wire/ACH Nos. 10357-10379

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from February 26, 2018, to March 9, 2018 in the amount of \$8,220,286.68.

Summary:

Breakdown of Expenditures:

Check Nos.	254986-255482	1,386,445.41
Wire Nos.	6748-6776	4,288,520.29
Payroll Check Nos.	131028-131532	19,759.70
Payroll Wires/ACH	10357-10379	2,525,561.28
TOTAL		\$8,220,286.68

Fiscal Impact:

Yes

Total Disbursements: \$8,220,286.68. Disbursements (wire transfers) include \$3,758,780.00 for purchase power.

Attachments:

1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
FEBRUARY 26 - MARCH 9, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 6748 to 6776		
AW Rehn Insurance	Fire Health Reimbursement Account	22,125.00
Bonneville Power Administration	Purchase Power	3,758,780.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	405,391.15
Conover	Section 125 - Old Provider	1,755.09
Discovery Benefits	Section 125	8,848.70
Department of Licensing	Firearms Online Pmt for Concealed Licenses	804.00
LEOFF Trust	Fire Health Premiums	89,522.94
Payment Processing, Inc.	Landfill Merchant Service Fees	1,293.41
	Total Claim Wire Transfers	\$ 4,288,520.29
Payroll Wires & Direct Deposits (ACH) - Wire No. 10357 to 10379		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	\$ 2,525,561.28
Total Claim & Payroll Wires/ACH		\$ 6,814,081.57

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BENTON COUNTY TREASURER		0218BC	255386	CRIME VICTIMS COMP BCDC-FEB 18	\$747.11
BUNCH, KAYLEE		18-060 BUNCH	255152	18-060 EUCI SUBSTATION TRAI	\$457.30
CITY OF RICHLAND		030518	255396	CASHIER SHORTAGE-GOMEZ	\$26.00
DESPARTE, DEVIN		18-028 DESPARTE	255097	18-028 PERF BASED TRAINING	\$461.31
LETRICK, R. KIM		18-077 LETTRICK	255111	18-077 STATE AC MEETING	\$199.80
RECWARE REFUND		022318	255411	REFUND ACTIVITY CANCELLATIO	\$248.80
		022618	255391	REFUND DEPOSIT	\$150.00
		030518	255461	REFUND DEPOSIT	\$150.00
SWANSON, JON		18-054 SWANSON	255223	18-054 NWPPA STAKING CERT	\$1,602.26
THEODORE S BARRETT		139793	255228	CPL REFUND-OVERPMNT	\$8.00
				CPL REFUND-OVERPMNT	\$12.00
				CPL REFUND-OVERPMNT	\$18.00
WASHINGTON STATE TREASURER		0218WS	255476	FINES & FORFEITURES BC-FEB18	\$39,869.71
WEBCHECK INC		5940	255478	WEBCHECK SRVC FEB 18	\$776.49
WICK, PATRICK		18-069 WICK	255233	18-069 SECOMM CPD5	\$160.88
UNASSIGNED TOTAL ****					\$44,887.66
Division: 001 CITY COUNCIL					
HARRINGTON'S TROPHIES		77574	255107	NAME PLATES-COUNCILMEMBERS	\$255.64
VERIZON WIRELESS	P058903	9800724431	255368	WIRELESS CHARGES JAN/2018 COUN	\$147.20
	P058921	9800724433	255474	WIRELESS CHARGES JAN 2018	\$180.14
CITY COUNCIL TOTAL ****					\$582.98
Division: 100 CITY MANAGER					
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$1.67
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$0.47
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$49.38
CITY MANAGER TOTAL ****					\$90.23
Division: 101 CITY CLERK					
CODE PUBLISHING INC		59226	255274	2018 WEB HOSTING FEE	\$475.00
		59261	255398	RMC ELECTRONIC UPDATES 2/12/18	\$1,292.77
		59272		WEB UPDATE 1/10/18	\$444.88
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$21.14
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$57.54
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$32.16
CITY CLERK TOTAL ****					\$2,323.49
Division: 102 CITY ATTORNEY					
BELL BROWN & RIO PLLC		950	255385	PROSECUTION SRVCS-MARCH	\$22,716.09



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON FRANKLIN COUNTY BAR ASSOCIATION		2018 DUES	255147	BF COUNTY BAR ASSN DUES/2018	\$60.00
COLUMBIA INDUSTRIES SUPPORT LLC		0062058	255400	ON SITE SHREDDING WO #0101464	\$41.48
PITNEY BOWES PURCHASE POWER		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$4.39
PUBLIC RISK MANAGEMENT ASSN WA CHAPTER		2018 DUES	255205	PRIMA MEMBERSHIP DUES 2018	\$150.00
SUMMIT LAW GROUP PLLC		90685	255357	LABOR & EMPLOYMENT	\$1,532.50
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
	P058895			WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$51.17
CITY ATTORNEY TOTAL ****					\$24,633.05
Division:	110	ASSISTANT CITY MANAGER			
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$33.59
ASSISTANT CITY MANAGER TOTAL ****					\$72.30
Division:	111	COMMUNICATIONS & MARKETING			
FEDERAL EXPRESS CORP		6-090-74583	255293	WATCH RETURN-REIMBERSEMENT	\$11.02
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$17.04
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$10.89
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$76.23
WEST COAST PAPER COMPANY		10538731	255373	PAPER 20# WHITE/67# BRTWHT	\$710.24
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$12.47
				PHONE CHARGES 2/1-2/28/18	\$12.34
				PHONE CHARGES 2/1-2/28/18	\$0.27
COMMUNICATIONS & MARKETING TOTAL ****					\$850.50
Division:	112	CABLE COMMUNICATIONS			
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$13.69
CABLE COMMUNICATIONS TOTAL ****					\$13.69
Division:	113	HANFORD COMMUNITIES			
LUNDGREN, REGINA E		RCH-SB-543	255428	SPEAKERS BUREAU - JANUARY	\$320.00
		RCH-SB-553		SPEAKERS BUREAU - FEBRUARY	\$320.00
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$1.00
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$127.00
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$8.93
HANFORD COMMUNITIES TOTAL ****					\$776.93
Division:	120	FIRE			
BENTON COUNTY FIRE DIST 1		SWG2018-02	255081	2018 SEAWAG ASSESSMENT	\$7,771.36
CASCADE FIRE EQUIPMENT CORP DBA		121724	255393	2018 AIR SAMPLES (ST 72)	\$682.01
		121725		2018 AIR SAMPLES (ST 74)	\$682.01
D&D TELECOMMUNICATION PROPERTIES LLC		446	255282	PERRY MONUMENT RD RENT-MARCH	\$760.07
EAGLE PRINTING & GRAPHIC DESIGN INC		47068	255406	JACKETS/CARDIGAN	\$332.32
FRONTIER		03/18 2061880334	255299	VHF PHONE LINE 2/19-3/18/18	\$422.86



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HARRINGTON'S TROPHIES		77850	255107	PASSPORT/NAME PLATES	\$81.23
NATIONAL FIRE PROTECTION ASSN		7113525X	255326	CODES ON LINE 2018 RENEWAL	\$1,345.50
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$11.64
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$3.92
RICHLAND ACE HARDWARE		215074	255126	ACE BAG/JUMBO ADHESIVE HOOK	\$39.04
		60682	255343	SCREWDRIVER/AIR PLUG/HOOKS	\$21.05
TRITECH SOFTWARE SYSTEMS	P058556	INV057907	255230	Additional Directory/Company	\$2,715.00
UPTOWN CLEANERS		95375	255472	LINEN/UNIFORM LAUNDRY SRVCS	\$295.77
		95470		LINEN/UNIFORM LAUNDRY SRVCS	\$284.92
		95513		LINEN/UNIFORM LAUNDRY SRVCS	\$272.51
		95559		LINEN/UNIFORM LAUNDRY SRVCS	\$311.96
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$549.72
	P058895			WIRELESS CHARGES FOR JAN/2018	\$767.31
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$181.48
FIRE TOTAL ****					\$17,531.68
Division:	130	POLICE			
AUCTION2DEALS		GC047540	255077	CLAIM NO GC047540	\$577.75
BREACHERS TAPE INC	P058845	2462	255261	BT30-250 2"X50FT 30MIL BREACHE	\$352.00
	P058845			UPS GROUND SHIPPING	\$27.21
CITY OF RICHLAND		17-388 SKINNER	255089	17-388 WASPC FALL CONFERENC	\$255.84
FBI NATIONAL ACADEMY ASSOCIATES, INC		2018-51000	255165	CURTIS SMITH DUES-2018	\$110.00
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$68.70
	S017794	02/18 2530035792	255101	FRONTIER COMMUNICATIONS MONTHL	\$636.63
	S017801	03/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$68.70
GALLS, LLC	P058680	009309140 -	255171	CREDIT ON RETURNED UNIFORM DRE	(\$97.69)
	P058680	BC0548362		RICHLAND POLICE SHIELD NAVY BL	\$2.20
	P058680			NP161 SM BIANCHI ACCUMOLD	\$51.90
	P058680			SH086 DKNV 185 37 - ELBECO	\$47.70
	P058680			CUSTOMER SPECIFIC EMBLEM	\$1.10
	P058680			CUSTOMER SPECIFIC EMBLEM	\$1.10
	P058680			CUSTOMER SPECIFIC EMBLEM	\$1.10
	P058680			CUSTOMER SPECIFIC EMBLEM	\$1.10
	P058680			SH477 MDNV 175 35 - FLYING CRO	\$92.95
	P058680			RS301 BLK ZAK TOOL TACTICAL KE	\$25.98
	P058680			NP161 MD BIANCHI ACCUMOLD	\$77.85
	P058680			SP010 BLK 10.5 M - BLAUER 8 BL	\$169.99
	P058680			TR618 NAV 40 OB - FLYING CROSS	\$89.95
	P058680			TR666 MDNV 40 OB - 5.11 TACTIC	\$53.80
	P058680			ZA954 NAV 19 38 - FLYING CROSS	\$61.95
	P058680			TAX	\$66.06
	P058680			UA759 - HERO'S PRIDE COLLAR	\$2.99



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GALLS, LLC	P058680	BC0548362	255171	SHIPPING	\$15.00
	P058680			SHORTEN SLEEVES FOR KANE CLASS	\$9.89
	P058680			HASHMARK EMBLEM - US632 SERVIC	\$8.25
	P058680			TR666 MDNV 38 OB - 5.11 TACTIC	\$53.80
	P058832	BC0559835	255300	SHIPPING	\$5.43
	P058832			FE1020 BLU - WESOL THIN LINE	\$42.19
	P058832			TR909 CHAR 32 34 - 5.11 TACTIC	\$81.44
	P058832			SP879 BLK 10.5 M - MERRELL MOA	\$152.04
LARSEN GUNSMITHING & FIREARMS	P058669	9341	255110	SUREFIRE SF400-BULK - CARTON O	\$760.20
	S017717	9350		SAFARILAND 6360RDS-832-131 GLO	\$936.95
	P058879	9352		TRIJICON RM06 3.35MOA LED, NO	\$3,648.96
MOON SECURITY SERVICES INC		914096	255199	RPD RANGE MONITORING	\$59.90
MOTOROLA SOLUTIONS INC	P058828	13203359	255323	HMN1090D - ACCESSORY KIT, MODI	\$118.92
	P058828	13203575		PMUF1266E - M5 CONTROL HEAD WI	\$1,040.58
	P058828			HSN4038A - SPKR. 7.5 W REMOTE	\$95.94
NELSON, MATT		18-109 NELSON	255120	18-109 EVIDENCE TO CRIME LA	\$18.00
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$421.61
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$363.77
SOUND UNIFORM GROUP LLC	P058311	201802B098-	255460	TAX ON INVOICE #201702B098	\$39.54
	P058311			UNDERARM ZIPPERS	\$25.00
	P058311			REFLECTIVE PRINTED PANEL @ BAC	\$18.00
	P058311			SHIPPING	\$13.75
	P058311			ZIPPERED A POCKETS	\$12.00
	P058311			SPEC PKT SMALL ZIPPERED POCKET	\$8.00
	P058311			EMBROIDERED NAME TAG "CLARY"	\$8.00
	P058311			JMP93LTDN SUMMER WEIGHT JUMPSU	\$375.00
	P058311	201802B099		TAX ON INVOICE #201802B098	\$39.54
	P058311			ZIPPERED A POCKETS	\$12.00
	P058311			ADJUST ERROR IN ENTRY	(\$47.54)
	P058311			SPEC PKT SMALL ZIPPERED POCKE	\$8.00
	P058311			SHIPPING	\$13.75
	P058311			TAX ON INVOICE #201802B099	\$37.30
	P058311			JMP93LTDN SUMMER WEIGHT JUMPSU	\$375.00
	P058311			UNDERARM ZIPPERS	\$25.00
	P058311			EMBROIDERED NAME TAG "NOREN"	\$8.00
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$4,732.23
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$305.28
				PHONE CHARGES 2/1-2/28/18	\$6.80

POLICE TOTAL ****

\$16,594.38

Division: 210 ADMINISTRATIVE SERVICES

FINANCIAL CONSULTING SOLUTION GROUP	S017773	2798-21802020	255296	FIRE SERVICES PNNL RATE ANALYS	\$950.00
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Monday, March 12, 2018

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City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$19.93
ADMINISTRATIVE SERVICES TOTAL ****					\$1,008.64
Division:	211	FINANCE			
ALLIED ENVELOPE		186202	255240	UTILITY BILLING STATEMENT, 20#	\$475.67
		186203		WINDOW ENVELOPE, OPEN SIDE DIA	\$828.35
GARDA CL NORTHWEST INC		10373591	255410	ARMORED CAR SRVCS FEB 2018	\$457.16
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$225.60
				POSTAGE 01/01/18 TO 01/31/18	\$1,167.28
				POSTAGE 01/01/18 TO 01/31/18	\$4,320.31
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$818.98
				POSTAGE 02/01/18 TO 02/28/18	\$269.21
				POSTAGE 02/01/18 TO 02/28/18	\$4,224.39
POSTMASTER		PERMIT 153-02/28	255445	POSTAGE 02/01 - 02/28/2018	\$8,541.23
REDSSON LTD		197050	255449	PORTAL SERVICE LOCATES-FEB	\$258.00
RETAIL LOCKBOX INC		18024812	255451	UB PYMT PROCESSING FEB 18	\$2,255.93
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
	P058895			WIRELESS CHARGES FOR JAN/2018	\$48.69
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$132.22
				PHONE CHARGES 2/1-2/28/18	\$0.22
				PHONE CHARGES 2/1-2/28/18	\$75.73
FINANCE TOTAL ****					\$24,137.68
Division:	212	PURCHASING			
GRAINGER	S017790	9689817113	255105	STRAPPING BUCKLE ITEM #2LPL1	\$94.03
	S017790	9694489619		SINGLE BOLT FLARED LEG ITEM #3	\$794.39
ORKIN EXTERMINATING INC	S017798	165532857	255122	PEST CONTROL SERVICES FOR BLDG	\$29.86
	S017798			PEST CONTROL SERVICES FOR BLDG	\$29.87
	S017798	166881208	255437	PEST CONTROL SERVICES FOR BLDG	\$29.86
	S017798			PEST CONTROL SERVICES FOR BLDG	\$29.87
PITNEY BOWES PURCHASE POWER		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$1.00
UNITED PARCEL SERVICE	S017786	000986641078	255133	2ND DAY AIR TO N.T.D. ELECTRON	\$5.01
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$33.07
	P058895			WIRELESS CHARGES FOR JAN/2018	\$19.35
XEROX CORPORATION	S017810	092271093	255482	XEROX 7855 LEASE FOR 2018, S/N	\$44.02
	S017810			XEROX 7855 LEASE FOR 2018, S/N	\$176.09
		092477375	255379	MX4-340609 BASE/PRINTS- FEB	\$232.00
		092477386		MX4-354245 BASE/PRINTS- FEB	\$236.70
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$59.33
				PHONE CHARGES 2/1-2/28/18	\$43.26
PURCHASING TOTAL ****					\$1,857.71



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 213 INFORMATION TECHNOLOGY					
BERRY DUNN MCNEIL & PARKER, LLC	P058605	369701	255390	Professional Implementation	\$5,510.00
	P058605	370220		Professional Implementation	\$2,660.00
CASELLE INC	P058690	84662	255087	Animal License Software Monthl	\$169.33
COLUMBIA INDUSTRIES SUPPORT LLC		0062043	255277	OFFSITE HARD DRIVE DESTRUCTION	\$1,914.00
DELL COMPUTER CORPORATION	P058815	10223274876	255096	Dell Precision T3620 Mini Towe	\$14,043.37
	P058817	10223274884		OptiPlex 5250 AIO	\$19,956.60
	P058816	10223510268		OptiPlex 5250 AIO - Training R	\$13,218.85
	P058813	10225520759		Latitude 14 - Desk Docks	\$17,052.00
IBM CORPORATION	P058835	2150726	255307	IBM 12 Analyst's Notebook Annu	\$433.57
TRI CITIES BATTERY & AUTO REPAIR	P058919	123625	255467	Annex UPS battery replace 12 v	\$97.18
TYLER TECHNOLOGIES, INC	S017614	045-212226	255365	ESTIMATED TRAVEL	\$1,113.02
	S017614	045-213412		ESTIMATED TRAVEL	\$1,786.55
	S017614	045-214279		ESTIMATED TRAVEL	\$1,007.14
	S017614	045-215319		ESTIMATED TRAVEL	\$2,806.13
	S017614			IMPLEMENTATION COSTS (AS MODUL	\$5,418.75
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$337.64
	P058895			WIRELESS CHARGES FOR JAN/2018	\$15.04
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$248.98
				PHONE CHARGES 2/1-2/28/18	\$43.24
INFORMATION TECHNOLOGY TOTAL ****					\$87,831.39
Division: 220 HUMAN RESOURCES					
CABOT DOW ASSOCIATES INC		JAN 2018	255264	JAN COMPENSATION STUDY/REPORTS	\$1,526.25
COLUMBIA INDUSTRIES SUPPORT LLC		0061981	255400	ON SITE SHREDDING WO #0101023	\$37.28
EMPLOYMENT SCREENING SERVICES, INC		39192541194	255407	BACKGROUND/REFERENCE CHECKS	\$186.50
		39271441194	255289	BACKGROUND/REFERENCE CHECKS	\$101.50
		39319741194	255407	BACKGROUND/REFERENCE CHECKS	\$451.50
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$6.70
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$8.54
THE WESLEY GROUP	P058920	19800-7	255360	LABOR NEGOTIATION SERVICES	\$4,000.00
	P058920	19849		LABOR NEGOTIATION SERVICES	\$4,000.00
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$71.62
HUMAN RESOURCES TOTAL ****					\$10,428.60
Division: 300 COMMUNITY & DEVELOPMENT SERVICE					
ABADAN INC		AR10458	255380	LG FORMAT SCANNER	\$141.13
PITNEY BOWES PURCHASE POWER		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$10.50
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$78.20
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$20.18



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$20.24
				PHONE CHARGES 2/1-2/28/18	\$111.52
				PHONE CHARGES 2/1-2/28/18	\$6.17
				PHONE CHARGES 2/1-2/28/18	\$27.36
				PHONE CHARGES 2/1-2/28/18	\$19.87
COMMUNITY & DEVELOPMENT SERVICE TOTAL ****					\$435.17
Division:	301	DEVELOPMENT SERVICES			
METALFAB INC		42767	255195	SIGN HOLDER FABRICATION	\$330.14
MID COLUMBIA ENGINEERING INC	P058675	ST009735	255319	ANISA GARCIA, CLERICAL ASSISTA	\$568.22
	P058675	ST009746	255431	ANISA GARCIA, CLERICAL ASSISTA	\$745.20
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$192.25
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$117.51
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$465.05
DEVELOPMENT SERVICES TOTAL ****					\$2,418.37
Division:	302	REDEVELOPMENT			
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$68.36
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$2.82
SHANNON & WILSON INC		8404	255218	GROUNDWATER MONITORING-SHOPS	\$2,971.80
REDEVELOPMENT TOTAL ****					\$3,042.98
Division:	303	LIBRARY			
FRONTIER	S017793	02/18 5099433152	255101	FRONTIER COMMUNICATIONS MONTHL	\$379.99
MIDWEST TAPE		95786917	255320	DIGITAL DATABASES	\$2,623.08
		95871019		DIGITAL DATABASES	\$2,582.12
OCLC INC		0000576746	255121	CATALOGING SRVCS - DECEMBER	\$1,059.92
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$330.52
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$216.52
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$81.41
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$150.26
LIBRARY TOTAL ****					\$7,423.82
Division:	330	PARKS & RECREATION ADMIN			
PACIFIC APPRAISAL ASSOCIATES, PLLC		17-17-5332	255201	APPRAISAL-WC HEIGHTS PHASE II	\$3,600.00
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$1,017.69
PARKS & RECREATION ADMIN TOTAL ****					\$4,617.69
Division:	331	PARKS & REC - RECREATION			
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$194.58
	S017801	03/18 2061882614		FRONTIER COMMUNICATIONS MONTHL	\$194.58
HEALTHY FEET LLC		FEBRUARY 2018	255416	FOOT CARE CLASSES-FEB	\$772.80
MID COLUMBIA ENGINEERING INC	P058884	ST009741	255319	KATE BLATTER, GYM HELPER	\$112.59
	P058884			JACKSON CREER	\$162.63
	P058884			AMANI WILBURN	\$145.95



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MID COLUMBIA ENGINEERING INC	P058884	ST009741	255319	EMILY BLATTER, GYM HELPERS	\$166.80
	P058884			RAE HENDRICKS - GYM HELPER	\$79.23
MILLER, JO ANN		FEBRUARY 2018	255432	DANCE INSTRUCTOR-FEBRUARY	\$645.73
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$1.84
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$2.35
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$95.79
				PHONE CHARGES 2/1-2/28/18	\$6.17
				PHONE CHARGES 2/1-2/28/18	\$37.03
PARKS & REC - RECREATION TOTAL ****					\$2,618.07
Division:	335	PARKS & REC - PARKS&FACILITIES			
ABM JANITORIAL NORTHWEST		11985033	255141	JANITORIAL SRVCS-FEBRUARY	\$3,255.03
				JANITORIAL SRVCS-FEBRUARY	\$590.30
				JANITORIAL SRVCS-FEBRUARY	\$2,793.83
				JANITORIAL SRVCS-FEBRUARY	\$2,406.15
ACI MECHANICAL & HVAC SALES		173414-00	255142	6 CPFD SUPPLY FAN	\$895.95
ARAMARK UNIFORM SERVICES INC	S017805	02/18-934962000	255384	LINEN FOR FEBRUARY 2018	\$462.19
BASIN SOD INC		4653	255250	SOD	\$206.62
BEAVER BARK & ROCK		864254	255145	SOIL	\$43.40
		864256		SOIL	\$43.40
		864273		SOIL	\$43.40
BENTON COUNTY SHERIFF'S OFFICE		01/18 WORKCREW II	255146	WORK CREW II-JAN 2018	\$7,715.02
BOYD'S TREE SERVICE LLC		5942	255150	GEOTHSLS PRK TREE REMOVAL/TRIM	\$6,368.48
BUELL RECREATION LLC	P058831	WARIC022818	255262	FRIEGHT	\$690.70
	P058831			HARDWARE PACKAGE PART NUMBER	\$18.38
	P058831			REPLACEMENT EXIT SUPPORT PART	\$594.04
	P058831			HARDWARE PACKAGE PART NUMBER	\$8.17
	P058831			DOUBLE POLY WAVE SLIDE PART NU	\$1,655.06
	P058831			ADJUST FOR TAX	(\$0.01)
BURKE, ERIN		022018	255263	REIMB TRAVEL EXPENSES	\$983.35
CASCADE NATURAL GAS CORP		02/18-61897100006	255155	NAT GAS 955 NRTHGT 01/19-02/14	\$1,555.04
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-588872	255160	FLUORESCENT LAMP	\$157.35
CONTINENTAL DOOR CO, LLC		18076	255161	DOOR REPAIRS (43)	\$11,806.99
FREEBURG, SUSAN		022018	255297	REIMB TRAVEL EXPENSE	\$410.83
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$1,115.40
	S017799			TESTFRONTIER COMMUNICATIONS MO	\$32.39
	S017801	03/18 2061882614		FRONTIER COMMUNICATIONS MONTHL	\$1,115.40
	S017801			FRONTIER COMMUNICATIONS MONTHL	\$32.39
FRONTIER FENCE INC		0056644	255169	FENCING SUPPLIES YAK PUMP ST	\$272.80
G-A-P SUPPLY CORP DBA		20365523-00	255170	AIR FILTER	\$189.88
GENSCO INC		847758897	255172	PLEATED FILTERS	\$356.76
GRAINGER	S017790	9687308305	255105	REPLACEMENT GRATE ITEM #4WDR5	\$187.18



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S017790	9690086427	255105	MINIPEEPER UV SENSOR ITEM #50P	\$389.35
	S017790	9690216495		GRATE ONLY W/SCREWS ITEM #24E5	\$105.48
	S017790	9692650949		FORGED NUT - SEAL BONNET	\$303.96
	S017790	9692650956		CORRUGATED SHELF - BRASS PLUG	\$640.70
	S017790	9695527607		FILTER MEDIA ROLL ITEM #2GGK1	\$16.91
	S017790	9697872266		PILOT DUTY FLOAT SWITCH ITEM#4	\$145.70
	S017808	9707850880	255414	ELEC. FLAT PANEL HEATER ITEM #	\$323.14
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$22.26
H & N ELECTRIC		32494	255176	GLYCOL PUMP 5HP	\$607.07
HD FOWLER COMPANY INC		14749977	255178	GRINDER PUMP (2)	\$2,094.31
HERC RENTALS INC		29478193-001	255179	SPIDER BOX CABLE	\$74.93
		29758071-001		TRENCHER RENTAL	\$114.03
INTL SOCIETY OF ARBORICULTURE		14948/2018 DUES	255180	ISA MEMBERSHIP DUES-SINGLETON	\$185.00
JACKSON, JULIE		022018	255309	REIMB TRAVEL EXPENSES	\$1,338.87
MCDONALD'S & ASSOCIATES INC		020718	255192	TOPSOIL-14 YDS	\$168.33
METALFAB INC		42759	255195	PERFORATED PLATE	\$664.63
MILLER PAINT COMPANY INC		30639567	255197	FIELD STRIPPING	\$116.90
MONARCH MACHINE & TOOL CO INC		A194638	255198	FORM MATERIAL	\$38.00
OXARC INC		30205873	255331	STARGON	\$26.76
		30252526		SEMIANNUAL MAINT FIRE SUP-COMC	\$173.76
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$3.01
RICHLAND ACE HARDWARE		60439	255207	GORILLA EPOXY	\$15.18
		60478		CONCRETE/GLOVES/FASTENERS	\$65.20
		60508		FASTENERS/DRILL BITS/DRIVERS	\$28.93
		60690		SOCKET/ADAPTER	\$16.27
		60698		DRAIN CLEANER	\$9.76
SPRAGUE PEST SOLUTIONS		3457068	255221	INITIAL SERVICE-FS #2	\$103.17
		3457069		INITIAL SERVICE-FS #3	\$103.17
		3457073		INITIAL SERVICE-FS #4	\$103.17
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		2926	255222	FLAT SAWING ASPHALT	\$162.90
TACOMA SCREW PRODUCTS INC		22200734	255224	FLAT WASHER/MACHINE SCREW	\$6.98
		22200815		PENETRATING OIL	\$20.37
		22200818		GRINDING STONE/DREMEL	\$15.43
		22201630		SCREWS/FITTINGS	\$6.27
THE DRAIN SURGEON		38292	255226	SNAKE LINE-FS #1	\$157.47
THE SHERWIN WILLIAMS CO		3159-5	255227	ANTI-GRAFFITI CLEAR	\$126.07
TOTAL COLLISION AND INJURY CARE LLC		1226	255363	DOT PHYSICALS	\$100.00
UNITED PARCEL SERVICE	S017786	000986641078	255133	GROUND PKG TO AGTERRA TECHNOLO	\$8.16
WILBUR ELLIS COMPANY		11366565	255234	FERTILIZER	\$4,845.30



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WILBUR ELLIS COMPANY		11372055	255234	FERTILIZER	(\$1,033.44)
		11519578		FERTILIZER	\$657.51
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$97.17
PARKS & REC - PARKS&FACILITIES TOTAL ****					\$59,486.51
Division: 900 NON-DEPARTMENTAL					
DEPARTMENT OF HUMAN SERVICES		4TH QTR 2017	255284	4TH QTR LIQUOR TAXES & PROFITS	\$3,513.02
NON-DEPARTMENTAL TOTAL ****					\$3,513.02
GENERAL FUND Total ***					\$317,176.54
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
3M	S017787	TP16819	255237	ELECTROCUT TRANSPARENT FILM, G	\$495.22
BC SALES CO INC		B467407	255079	BOOTS - MORRIS	\$162.85
		B467408		BOOTS - ADRIAN	\$162.85
CENTRAL HOSE & FITTINGS INC		C004420	255269	DISCHARGE HOSE, PARTS	\$494.63
		C004422		60' HOSE, COVER	\$222.03
ECONOLITE CONTROL PRODUCTS INC	S017782	141092	255287	CABLE, 3 COND, 18 AWG POLYETHE	\$1,303.20
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$56.92
	S017799			FRONTIER COMMUNICATIONS MONTHL	\$32.39
	S017801	03/18 2061882614		FRONTIER COMMUNICATIONS MONTHL	\$56.92
	S017801			FRONTIER COMMUNICATIONS MONTHL	\$32.39
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$200.00
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$14.24
NORTHWEST SIGN RECYCLING LLC		2877	255329	HYDROSTRIPPING	\$429.56
RICHLAND ACE HARDWARE		215086	255343	ANTIFREEZE	\$30.33
		215120		ANTIFREEZE	\$30.33
		60543	255126	SCREWS	\$21.71
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$280.49
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$24.69
STREETS MAINTENANCE TOTAL ****					\$4,050.75
CITY STREETS Total ***					\$4,050.75
FUND 111 PARK RESERVE FUND					
Division: 304 PARK RESERVE					
FRIENDS OF BADGER MOUNTAIN	P058914	2017 PARK PP	255298	2017 PARK PARTNERSHIP PROGRAM	\$5,000.00
LOWER COLUMBIA BASIN AUDOBON SOCIETY	P058918		255317	2017 PARK PARTNERSHIP PROGRAM	\$1,955.00
PARK RESERVE TOTAL ****					\$6,955.00
PARK RESERVE FUND Total ***					\$6,955.00
FUND 112 INDUSTRIAL DEVELOPMENT FUND					



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 305	ECONOMIC DEVELOPMENT				
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$7.71
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$5.64
TRI CITY REGIONAL CHAMBER OF COMMERCE		51444	255468	TC CHAMBER LUNCHEON-JENSEN	\$35.00
ECONOMIC DEVELOPMENT TOTAL ****					\$48.35
Division: 306	ECONOMIC DEVELOPMENT PROJECTS				
PERMIT SURVEYING INC		14037-11.INV	255202	PARCEL CON-BINDING SITE PLAN	\$110.00
		17159-2.INV	255443	DRAFT EXHIBIT-LOGSTON RELINQ	\$2,722.50
ECONOMIC DEVELOPMENT PROJECTS TOTAL ****					\$2,832.50
INDUSTRIAL DEVELOPMENT FUND Total ***					\$2,880.85
FUND 117	CRIMINAL JUSTICE SALES TAX				
Division: 131	CJST POLICE ACTIVITY				
DAY WIRELESS SYSTEMS	P058787	599961	255283	PHANTOM 3DB GAIN LOW VISIBILIT	\$162.90
	P058787			PROGRAMMING FOR APX6500 MOBILE	\$135.75
	P058787			ADJUST FOR TAX	\$0.01
	P058787			IMPACT PRSMA-AT1-3.5L EARPIECE	\$188.69
	P058787			PROGRAMMING FOR APX8000 MODEL	\$54.30
	P058787			SHIPPING	\$47.78
	P058787			PROGRAMMING FOR APX6000 MODEL	\$1,656.15
	P058787			SHARKEE MULTI BAND ANTENNA --	\$895.95
	P058787			IMPACT PRSMA-AT1-SH EARPIECE F	\$1,132.16
MUAI, JEFF		18-089 MUAI	255119	18-089 DEF TACTICS INSTRUCT	\$1,029.05
CJST POLICE ACTIVITY TOTAL ****					\$5,302.74
CRIMINAL JUSTICE SALES TAX Total ***					\$5,302.74
FUND 153	COMMUNITY DEV BLOCK GRANT				
Division: 308	CDBG PROGRAM				
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$6.17
				PHONE CHARGES 2/1-2/28/18	\$6.46
CDBG PROGRAM TOTAL ****					\$12.63
COMMUNITY DEV BLOCK GRANT Total ***					\$12.63
FUND 154	HOME FUND				
Division: 309	HOME PROGRAM				
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$6.46
HOME PROGRAM TOTAL ****					\$6.46
HOME FUND Total ***					\$6.46



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 301	STREETS CAPITAL CONSTRUCTION				
Division:	402	ARTERIAL STREETS			
AMERICAN ROCK PRODUCTS INC	P058889	339432	255076	3500 PSI EXTERIOR CONCRETE	\$651.06
	P058889	340347		3500 PSI EXTERIOR CONCRETE	\$458.29
	P058889	340694		3500 PSI EXTERIOR CONCRETE	\$364.90
	P058889	340802		3500 PSI EXTERIOR CONCRETE	\$651.06
	P058922	341231	255243	3500 EXTERIOR CONCRETE	\$422.18
BEAVER BARK & ROCK		864403	255080	CONCRETE	\$226.95
		864452		CONCRETE	\$119.44
BERGER ABAM ENGINEERS INC	S054546	321769	255389	CO #4 - CONSTRUCTION SUPPORT	\$5,019.83
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-588600	255093	CONDUIT/90D PVC ELL	\$5.31
SHANNON & WILSON INC		8406	255218	RAIL LOOP MITIGATION	\$1,935.00
WA STATE DEPT OF TRANSPORTATION	P058735	RE-313ATB80213032	255371	SR 240/KINGSGATE TRAFFIC SIGNA	\$60,628.34
		RE-313ATB80213080		DUPORTAIL BRIDGE - GENERAL PRO	\$568.09
ARTERIAL STREETS TOTAL ****					\$71,050.45
STREETS CAPITAL CONSTRUCTION Total ***					\$71,050.45
FUND 380	PARK PROJECT CONSTRUCTION				
Division:	337	PARKS & REC PROJECTS			
WHITE SHIELD, INC		18021025	255232	POOL GPR SCAN	\$2,000.00
PARKS & REC PROJECTS TOTAL ****					\$2,000.00
PARK PROJECT CONSTRUCTION Total ***					\$2,000.00
FUND 401	ELECTRIC UTILITY FUND				
Division:	000				
ADVANCED TRAFFIC PRODUCTS INC	P058794	0000020289	255239	LAMP TRAFFIC 12" YELLOW BALL	\$271.07
	P058794			LAMP TRAFFIC 12" RED BALL LED	\$367.50
	P058794			LAMP, PED, LARGE, COUNT DOWN	\$1,494.34
	P058794			TAX ADJUSTMENT	(\$0.01)
GENERAL PACIFIC INC	S017723	1300623	255103	METER, FRM 2S, 200A, 1PH,	\$21,053.20
HORIZON DISTRIBUTION INC	P058783	124941---	255420	ALCOHOL SOLVENT, DENATURED,	\$113.38
	P058783	128095		ALCOHOL SOLVENT, DENATURED,	\$37.79
PLASTIC DIP MOLDINGS INC	P058611	93880	255203	SHIPPING	\$88.00
	P058611			XFMR, BUSHING COVER, PDM4227	\$1,021.20
WESCO DISTRIBUTION INC	P058760	837314	255372	CLEVIS SEC/NEUTRAL,1 POINT	\$265.53
TOTAL ****					\$24,712.00
Division:	501	BUSINESS SERVICES			
BUNCH, KAYLEE		07/17-02/18 MILES	255085	REIMB MILEAGE 7/31/17 - 2/2	\$379.59
		18-060 BUNCH	255152	18-060 EUCI SUBSTATION TRAI	\$112.84



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CITY OF RICHLAND		18-054 SWANSON	255158	18-054 NWPPA STAKING CERTIF	\$1,602.26
		18-060 BUNCH		18-060 EUCI SUBSTATION TRAI	\$457.30
		18-107 HAMMOND	255089	18-107 NWPPA EDUCATION	\$443.27
DAILY JOURNAL OF COMMERCE	S017791	3333056	255095	INVITATION TO BID HORIZONTAL	\$200.10
	S017792	3333067		INVITATION TO BID SUBSTATION	\$149.50
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$92.10
	S017801	03/18 2061882614		FRONTIER COMMUNICATIONS MONTHL	\$92.10
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$25.76
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$5.64
SWANSON, JON		18-054 SWANSON	255223	18-054 NWPPA STAKING CERTIF	\$64.60
UNITED PARCEL SERVICE	S017786	000986641078	255133	GROUND PKG TO HJ ARNETT FOR PO	\$2.47
	S017803	000986641098	255366	GROUND PKG TO SEL INC FOR ENER	\$3.87
	S017803			GROUND PKG TO ARR FOR RADIO SH	\$7.31
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$179.83
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$119.24
				PHONE CHARGES 2/1-2/28/18	\$102.62
				PHONE CHARGES 2/1-2/28/18	\$53.77
				PHONE CHARGES 2/1-2/28/18	\$54.63
				PHONE CHARGES 2/1-2/28/18	\$124.70
BUSINESS SERVICES TOTAL ****					\$4,273.50
Division:	502	ELECTRICAL ENGINEERING			
COMMONWEALTH ASSOCIATES INC	P058238	0052819	255278	TASK 2: SERVICE REQUIREMENTS	\$1,261.50
	P058238	0052820		TASK 3: MATERIAL STANDARDS	\$12,769.75
	P058238	0052977	255401	TASK 4: FACILITY INSPECTIONS A	\$6,875.50
	P058238	0052979		TASK 5: JOINT USE POLE ATTACHM	\$5,210.46
	P058238	0052980		TASK 9: ELECTRIC INFRASTRUCTUR	\$389.50
	P058238	0052981		TASK 9: ELECTRIC INFRASTRUCTUR	\$8,056.30
FASTENAL COMPANY		WARIC72994	255292	CLAMPS	\$31.14
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$234.13
WA STATE DEPT OF TRANSPORTATION		RE-45JE5719L018	255475	PLANS REVIEW-FR50454	\$44.75
ELECTRICAL ENGINEERING TOTAL ****					\$34,873.03
Division:	503	POWER OPERATIONS			
BEAVER BARK & ROCK		862723	255252	GRAVEL	\$39.07
BENTON PUD	P058659	1036	255148	SAFETY TRAINING PER CONTRACT	\$3,042.45
	P058658	1233	255082	PRE-NOTIFICATION SERVICES FOR	\$618.17
	P058658	1290	255388	PRE-NOTIFICATION SERVICES FOR	\$883.10
	P058659	1294		SAFETY TRAINING PER CONTRACT	\$3,012.33
	P058658	908	255148	PRE-NOTIFICATION SERVICES FOR	\$1,403.68
BOYD'S TREE SERVICE LLC	P058846	5943	255084	TREE PRUNING AND VEGETATION MG	\$4,783.48
	P058846	5978	255259	TREE PRUNING AND VEGETATION MG	\$3,989.24



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FASTENAL COMPANY		WARIC72252	255292	SAFETY GLASSES-STUDDARD	\$61.10
		WARIC72300		SAFETY GLASSES-GIBSON	\$82.58
		WARIC72453		SAW BLADES	\$56.65
		WARIC72486		SAFETY GLASSES-ROESSLER	\$45.01
		WARIC72487		SAFETY GLASSES-COBB	\$90.02
		WARIC72604		SAFETY GLASSES-HATMAN	\$15.32
		WARIC72628		SAFETY GLASSES-BUTE	\$41.68
		WARIC72918		SAFETY GLASSES-ROBIE	\$42.60
		WARIC72986		SAFETY GLASSES-SOMES	\$45.01
		WARIC72990		STEP DRILL/PLIERS	\$136.62
		WARIC73281		PAINT MARKER	\$18.08
		WARIC73282		SAFETY GLASSES/HEAD LMP-HATMAN	\$65.02
GRAINGER	S017790	9691442348	255105	CLAMP METER ITEM #6FXH7	\$277.21
	S017790	9692931398		HEX KEY SET ITEM #5LM88	\$152.04
GRAYBAR ELECTRIC CO INC	S017757	9302471271	255174	SPEED WRENCH 9/16 X 3/4	\$111.55
HELMSMAN MANAGEMENT SERVICES LLC		AB495-098140	255304	CLAIM NO. AB495-098140	\$252.00
HJ ARNETT INDUSTRIES LLC	S017735	INV52875	255419	FREIGHT	\$13.73
	S017735			#BSS2001 STAPLE STICK	\$210.70
	S017735	INV52933		VC-1000-16 BLACK RUBBER END CA	\$18.00
	S017735			FREIGHT	\$12.56
	S017735	INV53002		VC-1000-16 BLACK RUBBER END CA	\$18.00
JIM'S PACIFIC GARAGES INC		X100107587	255310	TARP TIES	\$61.36
KELLEY'S TELE-COMMUNICATIONS INC	P058682	022403012018	255314	AFTER HOURS EMERGENCY CALL SVC	\$309.70
PARADISE BOTTLED WATER CO	P058678	01/18-POWER OPS	255332	2018 BOTTLED WTR-POWER OPERATI	\$44.08
PLATT ELECTRIC SUPPLY		P616772	255337	HPS BULBS	\$33.18
		P626825		HPS BULBS	\$159.25
RICHLAND ACE HARDWARE		213752	255207	SOCKET/RATCHET SET	\$130.29
		60227	255343	RATCHET EXCHANGE	\$0.00
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$306.37
WESCO DISTRIBUTION INC	S017785	10077969	255418	PENTA SOCKET 1/2" DRIVE #WR907	\$55.56
	S017785			FREIGHT	\$11.88
	P058579	834715	255136	ABB VIL STYLE SOLID DIELECTRIC	\$7,643.70
POWER OPERATIONS TOTAL ****					\$28,292.37
Division:	504	SYSTEMS DIVISION			
BECKWITH ELECTRIC CO INC	P058749	142698	255253	CONTROLLER FOR SNYDER BANK 2	\$40,103.81
BLUEROOM	P058679	2534433	255257	2018 POL SERVICE-1032 UNIVERSI	\$81.00
DAVID EVANS & ASSOCIATES INC	P058373	9851	255469	WECC AND NERC DE-REGISTRATION	\$2,411.00
ENERGY NORTHWEST	P057784	O&M00628	255099	C59127 LESLIE RD SUB PROJECT	\$2,125.88
	P057784			C59133 SYSTEM IMPROVEMENT RELA	\$2,125.90
	P057784			C49136 SNYDER SUB ADDTN PROJEC	\$2,125.88
	P057784			EW16007 THAYER STAFF SUPPORT -	\$2,125.88



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC	P058677	60077661	255331	RENTAL MULTIPLE GAS CYLINDERS	\$66.39
	P058677	60098130		RENTAL MULTIPLE GAS CYLINDERS	\$60.43
PLATT ELECTRIC SUPPLY		P534013	255337	COPPER WIRE	\$805.90
RICHLAND ACE HARDWARE		214882	255343	MOUSE TRAPS	\$15.83
S & C ELECTRIC COMPANY	P058578	118408	255347	PART #SXA-4633-1 (ANCHOR BOLT	\$251.95
SCHWEITZER ENGINEERING LABORATORIES INC	P058809	INV-000249878	255349	SEL-2725 FIVE-PORT ETHERNET	\$3,814.03
	P058809			SEL-2725 FIVE-PORT ETHERNET	\$3,814.03
	P058809	INV-000250332		SEL-2730U UNMANAGED 24-PORT	\$5,549.46
	P058809			SEL-2730U UNMANAGED 24-PORT	\$5,549.46
SENSERA SYSTEMS INC	P058860	181303	255350	TIME LAPSE CAMERA - SEE QUOTE	\$5,836.20
STONEWAY ELECTRIC SUPPLY		S102270501.001	255356	STEEL CONDUIT	\$78.98
		S102293541.001		CARBIDE CUTTER KIT	\$343.64
		S102293541.002		CARBIDE CUTTER KIT	\$119.07
		S102294546.001		WASHER/BOLTS	\$18.49
		S102294546.002		BITS	\$16.52
		S102299427.001		HEX HEAD BOLTS	\$1,453.16
		S102306644.001		BOLTS	\$17.09
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$189.58
SYSTEMS DIVISION TOTAL ****					\$79,099.56
Division:	505	ENERGY POLICY MGMT			
AIR TIGHT REMODELING		170-503	255381	91 JADWIN-REBATE-WINDOWS	\$477.00
APOLLO SHEET METAL INC		17070446	255383	321 WENAS-REBATE-HP	\$1,000.00
BENTON PUD		01/18-30228005	255255	ELECTRIC SRVCS 12/20-01/21/18	\$809.19
		02/18-30228005	255148	ELECTRIC SRVCS 01/21-02/22/18	\$760.08
CITY OF RICHLAND		213000	255397	1640 BIRCH-REBATE-INS/WIN/HP	\$208.15
		22320		300&302 ABERT-REBATE-WINDOWS	\$1,260.00
		53440	255159	913 ABBOT-REBATE-HP	\$1,000.00
		752010		1524 RIMROCK-REBATE-INS	\$154.30
DELTA HEATING & COOLING INC	P058829	25339	255163	WEATHERWISE LOAN: SHOLES, 913	\$6,896.10
		25375	255405	1930 EVEREST-REBATE-HP	\$1,000.00
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21802058	255168	COSA & RATE DESIGN SUPPORT PER	\$1,925.00
GLASS NOOK INC		79694	255173	2326 BENTON-REBATE-WINDOWS	\$820.17
		79715		127 RIVERWOOD-REBATE-WINDOWS	\$1,236.69
	P058371	79901		WEATHERWISE LOAN: HOGUE, 1640	\$4,382.76
		79960	255413	339 SNYDER-REBATE-WINDOWS	\$855.81
		79961		214 ABERT-REBATE-WINDOWS	\$198.75
JACOBS & RHODES INC		38591	255423	641 CHESTNUT-REBATE-HP	\$1,000.00
M CAMPBELL & COMPANY INC		162495	255430	2412 PULLEN-REBATE-HP	\$1,000.00
PORT OF BENTON		17ES11540FY180018	255204	2926 KINGSGATE-REBATE-COMM LIG	\$3,785.00
		17ES11540FY180019		2345/2377 STEVENS-REBATE-COMM	\$17,045.00
		17ES11540FY180020		3190 GEO WAY-REBATE-COMM LIGHT	\$34,050.00



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROBERTS CONSTRUCTION INC		4306	255459	705 COAST-REBATE-WINDOWS	\$192.00
	P058745	4313	255345	WEATHERWISE LOAN: CONATORE, 30	\$13,531.56
ROI ENERGY INVESTMENTS LLC		17ES11540FY180017	255214	2801 DUPORTAIL-REBATE-COMM LIG	\$24,407.60
SMITH INSULATION INC	P058616	14131-COFR	255220	WEATHERWISE LOAN: HEDQUIST, 15	\$2,273.00
ENERGY POLICY MGMT TOTAL ****					\$120,268.16
Division:	506	TECHNICAL SERVICES			
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-587550	255279	BITS	\$9.12
FASTENAL COMPANY		WARIC72993	255292	SHOP SUPPLIES	\$196.09
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$625.00
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$44.52
HARRINGTON'S TROPHIES		77728	255302	PANEL TAGS	\$8.25
PLATT ELECTRIC SUPPLY		P738292	255337	WIRE MARKING SLEEVES	\$54.29
STONEMAN ELECTRIC SUPPLY		S102290950.001	255356	QUAZITE UG BOX	\$244.87
		S102302369.001		POWER BIT	\$7.33
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$172.18
TECHNICAL SERVICES TOTAL ****					\$1,361.65
ELECTRIC UTILITY FUND Total ***					\$292,880.27
FUND	402	WATER UTILITY FUND			
Division:	000				
BIG D'S CONSTRUCTION OF TRI CITIES LLC		C74-17/RETAINAGE	255256	DUPORTAIL WATER TRANS - SEWER	\$25,005.61
CITY OF RICHLAND		17-02211	255091	A/R 31598	\$30.00
				A/R 31406	\$30.00
				A/R 29698	\$0.30
				A/R 31094	\$67.05
CLARK CONSTRUCTION		18-00213	255092	WATER USAGE	(\$3.80)
				MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
CULBERT CONSTRUCTION		17-02125	255094	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
DTMX LLC		17-02211	255098	HYDRANT METER REFUND	\$622.65
				MONTHLY RENTAL	(\$30.00)
GALE REW CONSTRUCTION		17-02214	255102	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
MAHAFFEY ENTERPRISES INC		17-01431	255113	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
NATIONAL METER & AUTOMATION	S017736	S1094333.002	255435	METER,WATER BRONZE DISK, 3/4,	\$14,739.19
	S017736	S1094333.006		METER,WATER, TURBO, 2", LL	\$3,189.54
	P058837	S1095130.001	255327	METER,WATER BRONZE DISC, 1",	\$6,660.80
POW CONTRACTING	P057598	C58-17/PMT 4	255446	RETAINAGE	(\$621.25)



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TETON WEST OF WASH		17-02372	255225	MONTHLY RENTAL	(\$30.00)
				HYDRANT METER REFUND	\$750.00
WESTCLIFFE LLC		17-01736	255137	MONTHLY RENTAL	(\$30.00)
				WATER USAGE	(\$5.70)
				HYDRANT METER REFUND	\$750.00
UNASSIGNED TOTAL ****					\$54,004.39
Division:	410	WATER CAPITAL PROJECTS			
GRAINGER	S017790	9697872282	255105	CIRCUIT PROTECTOR ITEM #2DC60	\$657.95
	S017790	9699567138		CIRCUIT PROTECTOR ITEM #2DC65	\$694.43
	S017790	9700982342		CIRCUIT PROTECTOR ITEM #2DC60	\$322.89
POW CONTRACTING	P057598	C58-17/PMT 4	255446	CO #1 - CHANGE CONTROLS TO ADD	\$8,181.57
	P057598			HORN RAPIDS IRRIGATION INTAKE	\$5,311.98
WATER CAPITAL PROJECTS TOTAL ****					\$15,168.82
Division:	412	WATER OPERATIONS			
ARAMARK UNIFORM SERVICES INC	S017805	02/18-934962000	255384	LINEN FOR FEBRUARY 2018	\$43.44
CASCADE NATURAL GAS CORP		02/18-28638100009	255086	NAT GAS 110 SAINT 1/19-2/14/18	\$10.85
CITY OF RICHLAND		18-028 DESPARTE	255089	18-028 PERFORMANCE BASED TR	\$461.31
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-588913	255279	LED LIGHT	\$84.49
DESPARTE, DEVIN		18-028 DESPARTE	255097	18-028 PERFORMANCE BASED TR	\$45.00
GRAINGER	S017808	9704918763	255414	FAN MOTOR ITEM #1VEG9	\$173.47
	S017808	9711084542		PUMP ITEM #4UA67	\$655.57
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$37.39
OXARC INC		30281300	255331	SODIUM HYPOCHLORITE	\$352.27
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$6.71
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$101.92
PUMPTECH INC		0126188-IN	255124	LANTERN RING/PACKING GLANDS	\$334.24
RICHLAND ACE HARDWARE		60757	255343	PAINT HARDNER	\$38.99
SCHINDLER ELEVATOR CORPORATION		8104733344	255348	MAR CHAIR LIFT INSPECTION	\$96.93
SENSKE LAWN & TREE CARE INC		021318	255351	HR PS PEST CONTROL-1ST QTR	\$97.69
		8255845	255128	UV PEST CONTROL-1ST QTR	\$97.69
		8255847		INTAKE PEST CONTROL-1ST QTR	\$97.69
		8255848		WTP PEST CONTROL-1ST QTR	\$543.00
STEP SAVER INC	P058931	T498052	255354	BULK, SODIUM CHLORIDE (NACL)	\$980.00
	P058931			FREIGHT/SHIPPING CHARGE	\$740.63
	P058931			STOP-OFF/RE-DIRECT FEE	\$50.00
	P058931			PTO AND/OR DELIVERY	\$189.75
TACOMA SCREW PRODUCTS INC		22202394	255131	NUTS/STUDS/UNIONS	\$21.96
		22202395		UNIONS	\$69.80
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$210.18



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Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WA STATE DEPARTMENT OF ECOLOGY		2018-WAG645000 2	255370	WTR PLANT WW PERMIT-2ND FY2018	\$1,795.00
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$62.39
WATER OPERATIONS TOTAL ****					\$7,923.36
Division:	413	WATER MAINTENANCE			
BATTERIES PLUS BULBS		250-351096	255251	BATTERIES	\$14.82
CORNELL PUMP CO.		129	255281	PUMP SCHOOL - CRATER/OLSON	\$350.00
HD FOWLER COMPANY INC		14747875	255303	ANGLE STOPS - FT & BACK	\$920.37
	S017789	14753337		IRRIGATION LID FOR TYLER 931 V	\$622.95
	S017789			SOLID CONCRETE METER BOX TOP	\$293.00
KELLEY'S TELE-COMMUNICATIONS INC		276303012018	255314	ANSWERING SRVC CHARGES MAR	\$52.70
NATIONAL METER & AUTOMATION	S017736	S1094333.001	255435	FREIGHT	\$27.22
	S017736			100W+ PIT ERT ONLY WITH INLINE	\$3,388.32
	S017736	S1094333.002		FREIGHT	\$204.16
	S017736	S1094333.006		ADJUST SALES TAX	(\$0.01)
	S017736			FREIGHT	\$105.91
PARAMOUNT SUPPLY COMPANY		678793	255334	1/2" ML-4002 SEPSCO 5# BOX	\$514.33
PUMPTECH INC	S017762	0126220-IN -	255448	ADJUST SALES TAX	(\$0.01)
	S017762			ADJUST TAX	\$0.01
	S017762			COR A180-46-TE LANTERN RING	\$170.23
	S017762			FREIGHT	\$13.14
	S017762			COR CA390-5-ZK COR CA390-5-ZK,	\$223.50
	S017762	0126363-IN --		ADJUST TAX	\$0.01
	S017762			FREIGHT	\$23.28
	S017762			PACO LC PACKING GLAND KIT, L,	\$335.03
	S017762			PACO LC PACKING KIT X5	\$418.92
RICHLAND ACE HARDWARE		60727	255343	PAINT	\$9.33
		60737		ELBOW	\$13.01
		60751		BURSHINGS	\$32.08
SENSKE LAWN & TREE CARE INC		8255846	255128	HR INTAKE PEST CONTROL-1ST QTR	\$97.69
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$383.85
	P058895			WIRELESS CHARGES FOR JAN/2018	\$38.71
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$19.64
WATER MAINTENANCE TOTAL ****					\$8,272.19
WATER UTILITY FUND Total ***					\$85,368.76
FUND	403	WASTEWATER UTILITY FUND			
Division:	000				
BIG D'S CONSTRUCTION OF TRI CITIES LLC		C74-17/RETAINAGE	255256	DUPORTAIL WATER TRANS - SEWER	\$512.55
UNASSIGNED TOTAL ****					\$512.55
Division:	420	SEWER ADMINISTRATION			



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAY & OSBORNE INC	P058441	17069.00-4	255415	WWTF LOCAL LIMITS REASSESSMENT	\$6,359.58
SEWER ADMINISTRATION TOTAL ****					\$6,359.58
Division: 421	SEWER CAPITAL PROJECTS				
GRAY & OSBORNE INC	P057512	17006.00-12	255415	WWTF INFLUENT UPGRADES - DESIG	\$6,264.51
	P057512	17006.01-4		AMD #1 CONSTRUCTION MANAGEMENT	\$17,517.19
OVIVO USA LLC	P057756	8472344	255439	PROVIDE LABOR AND MATERIALS TO	\$86,543.00
SEWER CAPITAL PROJECTS TOTAL ****					\$110,324.70
Division: 422	SEWER OPERATIONS				
ABM JANITORIAL NORTHWEST		11985033	255141	JANITORIAL SRVCS-FEBRUARY	\$966.83
ALS ENVIRONMENTAL	P058767	51-416744-0	255075	WATER - OIL & GREASE TOTAL HEM	\$200.00
	P058767			WATER - 420.1 PHENOLICS	\$90.00
	P058767			WATER - 335.4 TOTAL CYANIDE	\$80.00
	P058767			WWTP INFLUENT/EFFLUENT 1-23-18	\$260.00
	P058767			WATER - 624 VOC'S	\$640.00
	P058767			WATER - 1631E TOTAL MERCURY	\$120.00
	P058732	51-417209-0	255241	OTHER DRY - 353.2M NITROGEN,	\$25.00
	P058732			OTHER DRY - 9056 SULFATE	\$25.00
	P058732			OTHER DRY - 200.7 MODIFIED -	\$32.00
	P058732			OTHER DRY - ASTM D1426-931 TOT	\$35.00
	P058732			OTHER DRY - 335.2M CYANIDE, TO	\$45.00
	P058732			OTHER DRY - 353.2M NITROGEN,	\$25.00
	P058732			OTHER DRY - 1631APP TOTAL MERC	\$60.00
	P058732			WWTF BIO-SOLIDS 1-9-18 SAMPLIN	\$140.00
	P058732			OTHER DRY - 365.3M PHOSPHORUS	\$18.00
	P058732			OTHER DRY - 9065 MODIFIED PHEN	\$45.00
	P058732			OTHER DRY - TS-MET TOTAL SOLID	\$20.00
	P058732			OTHER DRY - 350.1M NITROGEN AM	\$25.00
AMERIGAS		3074344056	255244	GENERATOR PROPANE-LIFT STATION	\$132.59
ARAMARK UNIFORM SERVICES INC	S017805	02/18-934962000	255384	LINEN FOR FEBRUARY 2018	\$91.77
CASCADE NATURAL GAS CORP		02/18-51317347154	255268	NAT GAS 1943 CPTRL 1/18-2/13	\$10.85
CENTRAL HOSE & FITTINGS INC		C003714	255269	SURELINE BLK GARDEN/SWIVEL/BSH	\$433.55
		C003714-01	255394	HOSE ADAPTERS 1IN-3/4IN WWTP	\$57.93
		C003944		HOSES FOR CLEANING DIGSTER #2	\$1,030.78
CH2O INC		265146	255271	BOILER TESTING-FEB 18 BW LABOR	\$64.49
CORE & MAIN LP		I484044	255280	STRAW WATTLE	\$140.58
FASTENAL COMPANY		WARIC73167	255292	UNUT	\$3.63
GOBLE SAMPSON ASSOCIATES INC	P058715	BINV0006712	255104	ADJUST TAX	\$0.01
	P058715			MACHINED COLLET FOR HACH AS950	\$39.95
	P058715			GROUND SHIPPING (ESTIMATED)	\$17.73
GRAINGER	S017790	9695527599	255105	BLOWER ITEM #1TDT2	\$184.74



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S017790	9697872290	255105	BUSINESS NOTEBOOK ITEM #35W889	(\$53.57)
	S017790	9697872308		BUSINESS NOTEBOOK ITEM #35W889	\$26.46
	S017790	9700568752		KEY REEL ITEM #1PGP7	\$16.89
	S017808	9704918755	255414	MOTOR ITEM #23TD87	\$319.02
	S017808	9705149095		DRAW LATCH ITEM #1XPA7	\$57.73
	S017808	9706791838		SOLENOID VALVE ITEM #5LU23	\$352.19
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$525.00
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$37.39
KAMAN INDUSTRIAL TECHNOLOGIES		K691103	255313	O RINGS	\$54.30
		S395775		TRI-POWER V BELT	\$138.41
MIDWEST LABORATORIES INC	P058869	881341	255116	SHIPPING FOR 2018-01-23 - TWO	\$50.00
	P058869			SHIPPING FOR 2018-01-04 - ONE	\$25.00
	P058869			COR LANDFILL COMPOST FACILITY	\$40.00
	P058869			COR LANDFILL COMPOST FACILITY	\$275.00
MOON SECURITY SERVICES INC		914421	255322	WWTP-BASIC MONITORING	\$54.87
OXARC INC		30253603	255440	FIRE EXTINGUISHER SVC-WWTP	\$664.25
		60098126		CYLINDER RENTAL-FEBRUARY WWTF	\$17.15
PARADISE BOTTLED WATER CO		02/18-WASTEWATER	255442	BOTTLED WATER-FEBRUARY	\$88.70
PARAMOUNT SUPPLY COMPANY		666247	255334	BALL VLV WATER LINE 4 SALT OSG	\$138.85
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$0.46
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$10.00
PRINGLES POWER VAC		2038163	255447	CLEANED BOILER-DIGESTER	\$812.25
PUMPTECH INC		0125581-IN	255340	GASKET/HOUSING	\$168.17
RICHLAND ACE HARDWARE		60744	255452	HOSE ADAPTER FOR RDT	\$16.27
RICHLAND NAPA		405331	255344	AIR CMPRSR OIL VARIOUS WWTP	\$20.40
		405646		SPRING NUT	\$5.74
		406936	255453	OIL DIGESTER/AIR COMPRESSOR	\$10.20
STEP SAVER INC	P058931	T498052	255354	STOP-OFF/RE-DIRECT FEE	\$50.00
	P058931			PTO AND/OR DELIVERY	\$189.75
	P058931			FREIGHT/SHIPPING CHARGE	\$740.62
	P058931			BULK, SODIUM CHLORIDE (NACL)	\$701.00
STONEWAY ELECTRIC SUPPLY	P058704	S102265298.001	255130	SHIPPING AND HANDLING	\$91.45
	P058704			HEATER, KING KB SERIES HORIZON	\$1,857.06
		S102303478.001	255356	BLOWER HEATER	\$20.89
		S102307956.001	255463	ILLUM CONNECTOR SO EQUIP BLDG	\$124.59
		S102320089.001		INSUL SINGLESIDED TAP CONNECTR	\$94.47
TACOMA SCREW PRODUCTS INC		S102320486.001		CONDUIT/HUB/PLUG/SOLIDS FAN	\$78.78
		22201222	255358	COUPLINGS	\$16.96
		22201224		LOCK PIN/PIPE TAP	\$17.19
		22201762		LOCTITE THREADLOCKER	\$46.97
		22202198		RODS/HEX NUTS	\$37.24



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22202382	255464	PARTS FOR DGSTR BOILER	\$28.31
		22202691		FITTINGS PT&2ND CLRFR & DGSTR	\$374.16
		22203207		DIGESTER DEZURIK VALVES	\$71.67
UNITED PARCEL SERVICE	S017786	000986641078	255133	NEXT DAY AIR TO ALS FOR WASTEW	\$24.46
	S017786			ADJUSTMENT NEXT DAY AIR TO ALS	\$8.45
	S017803	000986641098	255366	COLLECT NDA PKG FROM USA BLUEB	\$16.82
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$195.28
WA STATE DEPARTMENT OF ECOLOGY		2018-WA0020419 2	255135	WASTE WTR PERMIT-2ND FY 2018	\$31,908.60
WHITNEY EQUIPMENT COMPANY INC	P058664	85080	255140	PARTS AND LABOR TO REPAIR WWTF	\$2,592.28
	P058664			CABLE, PART #941983	\$2,311.55
	P058664			STATOR, PART #6600607	\$1,792.26
	P058664			BEARING HOLDER, PART #6508001	\$415.00
	P058664			FLS, PART #6630400	\$305.34
	P058664			TERMINAL CLAMP, PART #835317	\$275.24
	P058664			LEAD THROUGH UNIT, PART #65084	\$169.87
	P058664			END SUPPORT, PART #835354	\$12.90
	P058664			EXTENSION WIRE, PART #6505100	\$86.01
	P058664			OIL & ENVIRONMENTAL FEE	\$73.31
	P058664			SEAL SLEEVES, PART #841806	\$68.81
	P058664			CROSS CONNECTIONS, PART #83534	\$30.10
	P058664			TERMINAL CLAMP, PART #835358	\$21.93
	P058664			PICKUP/DELIVERY	\$146.61
	P058664			REPAIR LABOR	\$985.22
	P058664			PARTITION, PART #835350	\$4.30
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$100.94
SEWER OPERATIONS TOTAL ****					\$55,017.95
Division:	423	SEWER MAINTENANCE			
BLASDEL, NICK		18-095 BLASDEL	255083	18-095 TAKE VAC TRUCK #3338	\$18.00
CENTRAL HOSE & FITTINGS INC		C003427	255269	HOSES-TRASH PUMP	\$411.38
		C003459		RWS200/HOSE BARB/CRIMP SLEEVE	\$94.85
COLE DRAINS & PLUMBING REPAIR		5797	255275	SEWER BACKUP AT 303 & 305 GWAY	\$325.80
ENVIRONMENTAL LEVERAGE INC	P058703	6841	255408	FREIGHT	\$29.56
	P058703			MICROBLOCK BIOAUGMENTATION BLO	\$333.36
KELLEY'S TELE-COMMUNICATIONS INC		276303012018	255314	ANSWERING SRVC CHARGES MAR	\$52.70
LIDDELL, PHILLIP		18-096 LIDDELL	255112	18-096 TAKE VAC TRUCK #3338	\$18.00
MOON SECURITY SERVICES INC		914421	255322	WWTP-BASIC MONITORING	\$54.87
PARTSMaster		23251764	255335	WWTF-SHOP-CRYOBITS	\$510.51
RICHLAND ACE HARDWARE		60540	255343	FASTENERS	\$17.95
RICHLAND NAPA		405720	255453	RR PNL BULB VEH 3255	\$10.85
ROOTX INC	P058724	51203	255127	CASE OF ROOTX, FOUR-POUND JARS	\$2,936.00
	P058724			FREIGHT (ESTIMATED)	\$170.00



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ROOTX INC	P058724	51203	255127	FUNNEL/APPLICATOR - ONE PER CA	\$0.00
TACOMA SCREW PRODUCTS INC		22200484	255464	LOCTITE FOR WW SHOP	\$46.97
		22200975	255358	DEEP SOCKET VEH 3328	\$14.12
		22201223		CRIMPED WIRE-SHOP STOCK	\$49.29
		22201634		SPRING SNAP LINK	\$8.24
TRUE NORTH ENVIRONMENTAL EQUIPMENT	P058547	H06774	255471	ITEM #E-503-0102-00 - DRIVE MO	\$1,577.19
	P058547			ITEM #SHOP SUPP - SHOP SUPPLIE	\$104.45
	P058547			AIR FREIGHT - FRT FOR DRIVE MO	\$47.71
	P058547			ITEM #E-100-0510-11 - MOTOR	\$1,418.32
	P058547			REPAIR SV95 CRAWLER - ITEM #LA	\$1,392.80
UNITED PARCEL SERVICE	S017803	000986641098	255366	GROUND PKG TO SWS EQUIPMENT FO	\$3.87
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$118.56
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$1.39
SEWER MAINTENANCE TOTAL ****					\$9,766.74
WASTEWATER UTILITY FUND Total ***					\$181,981.52
FUND 404	SOLID WASTE UTILITY FUND				
Division:	000				
WASTEWORX REFUND		12036WW	255114	REFUND WW ACCOUNT 12036 OVRPMT	\$305.32
		202WW	255090	MISAPPLIED UTILITY PAYMENT	\$7,953.68
UNASSIGNED TOTAL ****					\$8,259.00
Division:	432	SOLID WASTE COLLECTION			
GTP INVESTMENTS LLC	P058743	404904634	255175	BADGER MTN LEASE FOR CITYY CEL	\$312.50
	P058743	404904635	255301	BADGER MTN LEASE FOR CITYY CEL	\$22.26
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$9.80
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$349.21
RICHLAND ACE HARDWARE		215138	255452	ORGANIZER/SPRING SNAP	\$14.11
				ORGANIZER/SPRING SNAP	\$30.30
SAFETYCAL INC	S017761	690346	255216	FREIGHT	\$11.21
	S017761			TAGS, REFLECTIVE NUMBER BLACK	\$129.90
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$715.42
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$21.23
SOLID WASTE COLLECTION TOTAL ****					\$1,615.94
Division:	433	SOLID WASTE DISPOSAL			
ABM JANITORIAL NORTHWEST		11985033	255141	JANITORIAL SRVCS-FEBRUARY	\$1,168.26
ARAMARK UNIFORM SERVICES INC	S017805	02/18-934962000	255384	LINEN FOR FEBRUARY 2018	\$124.84
BENTON FRANKLIN HEALTH DISTRICT		2018-LANDFILL	255387	2018 SW LANDFILL OP PERMIT	\$3,500.00
COYOTE RIDGE CORRECTIONS CENTER		CRCC1801.544	255404	WORK CREW JANUARY 2018	\$494.61
FRONTIER	S017799	02/18 2061882614	255299	FRONTIER COMMUNICATIONS MONTHL	\$125.88
	S017801	03/18 2061882614		FRONTIER COMMUNICATIONS MONTHL	\$125.88



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GRAINGER	S017790	9691883640	255105	ELECTRIC INFRARED HEATER	\$3,140.12
	S017790	9697872274		SQUARE POINT SHOVEL ITEM #52JM	\$93.90
ORRCO		407165	255438	USED OIL TESTING/PICK-UP/HAUL	\$275.00
OXARC INC		60098125	255440	NO CHARGE-CYLINDER RENTAL	\$0.00
PARADISE BOTTLED WATER CO		02/18-LANDFILL	255442	BOTTLED WATER-FEBRUARY	\$114.73
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$53.20
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$43.64

SOLID WASTE DISPOSAL TOTAL ** \$9,260.06**

SOLID WASTE UTILITY FUND Total * \$19,135.00**

FUND 405 STORMWATER UTILITY FUND

Division: 000

BIG D'S CONSTRUCTION OF TRI CITIES LLC	C74-17/RETAINAGE	255256	DUPORTAIL WATER TRANS - SEWER	\$768.55
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UNASSIGNED TOTAL ** \$768.55**

Division: 441 STORMWATER

AMERICAN ROCK PRODUCTS INC	P058923	341002	255243	5/8-INCH MINUS TOP COURSE 8,	\$435.54
CORE & MAIN LP		I371834	255280	HINGED TRASH RACK/STRM OUTLETS	\$1,062.87
		I466793		COUPLINGS CB RPR COMSTOCK	\$123.93
REESE CONCRETE PRODUCTS MFG		006318	255342	CATCH BASIN BASE	\$347.52
		006320		CONCRETE INLET	\$162.90
RICHLAND ACE HARDWARE		60526	255343	PICK CLAY/DRILL BIT/FASTENERS	\$55.74
		60603	255452	MATL FOR CB INSPECTIONS	\$21.73
		60616		MATL FOR CB INSPECTIONS	\$8.17
		60624		MATL FOR CB INSPECTIONS	\$13.60
		60673		FITTINGS FOR SW RPR & MNT	\$69.93
		60701		PARTS FOR WW DECANT FACILITY	\$28.33
RICHLAND NAPA		406120	255453	GLVS FOR SW INSPECTIONS	\$52.08
TACOMA SCREW PRODUCTS INC		22201071	255358	SCRWPN ANCHOR SHACKLE	\$87.92
		22202393	255464	TOOLS FOR VEH 3291	\$98.57
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$13.71
WA STATE DEPARTMENT OF ECOLOGY		2018-WAR046006 2	255135	STRM WTR JULY 2017-JUNE 2018	\$23,791.23

STORMWATER TOTAL ** \$26,373.77**

STORMWATER UTILITY FUND Total * \$27,142.32**

FUND 407 MEDICAL SERVICES FUND

Division: 121 AMBULANCE

PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$108.23
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$111.60
RICHLAND ACE HARDWARE		215121	255343	LITHIUM BATTERY	\$8.68
		60682		SCREWDRIVER/AIR PLUG/HOOKS	\$10.85



City Of Richland

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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
SEA WESTERN INC	P058754	203648	255217	SHIPPING	\$16.40
	P058754			LION #BDU1951-P-20 TRI-CERTIFI	\$912.24
	P058754	204190		SHIPPING	\$31.68
	P058754			LION #BDU1951-P-20 TRI-CERTIFI	\$2,189.38
	P058754			ADJUST FOR TAX	(\$0.01)
STERICYCLE INC		3004163506	255355	BIO WASTE DISPOSAL FEE	\$46.27
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$366.48
	P058895			WIRELESS CHARGES FOR JAN/2018	\$35.12
AMBULANCE TOTAL ****					\$3,836.92
MEDICAL SERVICES FUND Total ***					\$3,836.92
FUND 408	BROADBAND FUND				
Division:	460	BROADBAND ADMINISTRATION			
PARAMOUNT COMMUNICATIONS INC	P058710	34048	255333	EMERGENCY RESTORATION OF SQUIR	\$9,916.27
POCKETINET COMMUNICATIONS INC	P058327	220512 RETAINAGE	255338	FIBER BUILD TO MICHELE'S EVENT	\$468.25
	P058582	R-1116-17	255444	RETAINAGE	(\$414.00)
	P058582			RH2 Fiber Build Columbia Point	\$4,499.30
BROADBAND ADMINISTRATION TOTAL ****					\$14,469.82
BROADBAND FUND Total ***					\$14,469.82
FUND 501	CENTRAL STORES FUND				
Division:	000				
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P058622	3627-586776	255279	LAMP, FLR 40W,48" BIPIN T12	\$379.23
HORIZON DISTRIBUTION INC	P058783	124941---	255420	TAPE MEASURE, STEEL, 16 FT,	\$57.67
	P058783			HAMMER, SLEDGE, 4LB, 16" FIBER	\$57.56
	P058783			HARD HAT LINER, SHERPA LINING	\$31.93
	P058783			HOSE NOZZLE, PISTOL GRIP,	\$31.01
	P058783			DISPENSER, SPRAY, PISTOL GRIP	\$19.98
	P058783			TAPE MEASURE, STEEL, 25 FT,	\$57.88
	P058783			EYE WASH, 1 OZ, UNITIZED BOX,	\$11.47
	P058783			FILE, FLAT MILL, BASTARD, 8"	\$6.07
	P058783			WELDING STRIKER, SINGLE FLINT	\$11.57
	P058783			BUCKET PLASTIC, 10 QT MARKED,	\$64.40
	P058783			ANTIBIOTIC OINTMENT, 1/32 OZ,	\$4.37
	P058783			SHOVEL, ROUND POINT, 48" WOOD	\$71.29
	P058783			BRUSH, WIRE, 14" WOOD HANDLE,	\$14.72
	P058783			LUBRICANT, WD-40, 16 OZ CAN,	\$76.11
	P058783			DEODORANT ROOM SPRAY, LYSOL	\$87.97
	P058783			TAPE BARRICADE YELLOW CAUTION,	\$113.12
	P058783			GAS CAN, OSHA 5 GALLON SAFETY,	\$128.40



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HORIZON DISTRIBUTION INC	P058783	124941---	255420	HAND WARMER, ONE PAIR	\$141.18
	P058783			BLEACH HOUSEHOLD, LIQUID, 1GAL	\$168.63
	P058783			BROOM, CORN, LARGE HEAVY DUTY	\$66.79
	P058783			PROPANE CYLINDER, 14 OZ, 1"	\$28.21
INTERLINE BRANDS INC DBA	P058801	428249478	255308	CLEANER, NON-ACID DISINFECTANT	\$1,495.42
	P058801			HAND SANITIZER, 4 FL OZ SQUEEZE	\$194.96
	P058801	429085228		CLEANER, NON-ACID DISINFECTANT	\$263.90
NORCO INC	P058770	22996215--	255328	TAX ADJUSTMENT	\$0.01
	P058770			HEARING BAND QUIET BAND, UNDER	\$34.86
	P058770			EAR PLUG, FOAM, NRR33, MOLDEX	\$218.68
	P058770			HEARING PROTECTOR, MUFF-STYLE,	\$391.39
PLATT ELECTRIC SUPPLY	P058842	P710525	255336	LAMP, FLR, 26W, 5" 4 PIN PLUGIN	\$84.53
	P058842			LAMP, FLR 9W, 6" 2PIN PLUGIN	\$11.95
	P058842			LAMP, FLR 25W, 36" BIPIN T8	\$63.80
	P058842			LAMP, FLR 34W, 48" BIPIN T12,	\$140.64
	P058842			LAMP, FLR, 32W, 48" BIPIN T8	\$172.67
	P058842			LAMP, FLR, 54W, T5	\$525.19
	P058842	P752387		LAMP, FLR 34W, 48" BIPIN T12,	\$100.46
UNASSIGNED TOTAL ****					\$5,328.02
CENTRAL STORES FUND Total ***					\$5,328.02
FUND 502	EQUIPMENT MAINTENANCE FUND				
Division:	000				
FASTENAL COMPANY	P058856	WARIC73007	255164	ADJUST PRICE	\$0.08
	P058856			FIRE EXTINGUISHER, 5#, ABC, DRY	\$832.52
UNASSIGNED TOTAL ****					\$832.60
Division:	214	EQUIPMENT MAINTENANCE			
ALTEC INDUSTRIES INC		10904251	255242	EXTENSION VEH 3325 WO 49691	\$579.26
AMERICAN RADIATOR INC		AA101521	255382	REPAIR VEH 3315 WO 49730	\$146.61
AUTOZONE		3733190706	255247	SHOCK VEH 2398 WO 49643	\$68.41
		3733191203	255078	RACK & PIN VEH 2383 WO 49698	\$578.03
		3733191615	255247	SHOCK VEH CREDIT WO CREDIT	(\$68.41)
		3733194258		WIPER BLADES VEH 2349 WO 49723	\$12.13
		3733194310		WIPER BLADES VEH 3243 WO 49719	\$9.75
		3733194382		RETURN VEH 2383	(\$31.79)
		3733194393		CORE RETURN VEH 2383	\$0.00
		3733194789		HITCH VEH 2412 WO 49777	\$209.13
		3733194913		GREASE VEH 3252 WO 49237	\$9.54
		3733195528		WIPER BLADES VEH 2371 WO 49757	\$9.97
		3733196078		WIPER BLADES VEH 9500 WO 49780	\$15.51



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
B AND B TRAILERS LLC		2663	255248	COUPLER VEH 4126 WO 49721	\$483.27
BRAUN NORTHWEST INC		22391	255260	PRESSR SWTCH VEH 5043 WO 49714	\$127.04
BUSH CAR WASH		5022	255392	VEHICLE WASHES-FEBRUARY	\$98.00
CASCADE FIRE EQUIPMENT CORP DBA		121517	255267	INLINE GAUGE VEH 5029 WO 49597	\$474.04
CENTRAL HOSE & FITTINGS INC		C004320	255088	VEH 5043 WO 49714	\$31.19
		C004412A	255269	GREASE GUN VEH 6613 WO 49725	\$224.13
		C004430		SHOP SUPPLY	\$35.84
		C004767	255394	MULTIPUR VEH 3286 WO 49715	\$12.55
		C004768		FLEXWING VEH 3283 WO 49715	\$127.63
COLEMAN OIL COMPANY		0465895-IN	255276	LANDFILL DIESEL DYED	\$2,604.28
		CL69713		CARD LOCK FUEL 2/19-2/25/2018	\$12,495.00
		CL70107		CARD LOCK FUEL 02/26-02/28/18	\$6,367.58
		CL73546		CARD LOCK FUEL 2/26-2/28/2018	\$1,512.40
		CL73902	255399	CARD LOCK FUEL 03/01-03/4/18	\$6,473.79
CONNELL OIL INC		0212166-IN	255402	SYN 75W/90 VEH 3283 WO 49715	\$304.76
		C194997-IN		LUBE PRODUCTS	\$1,472.98
CUMMINS, INC		009-98836	255162	SEAL INSTALL VEH 5038 WO 49640	\$254.12
FAST SIGNS		139-56898	255409	VEH NUMBERS VEH 4130 WO 49784	\$27.15
		139-586869	255291	VEH NUMBERS VEH 3405 WO 47294	\$27.15
FEDERAL SIGNAL CORPORATION		6808095	255166	CABLE ASSY VEH 1215 WO WRNTY	\$74.93
FINAL TOUCH UPHOLSTERY		0031564	255100	SEAT REPAIR VEH 3265 WO 49609	\$434.40
		0031567		SEAT REPAIR VEH 3312 WO 49615	\$260.64
		0031592	255167	SEAT REPAIR VEH 2383 WO 49698	\$108.60
		0031601	255295	HANDLES VEH 2372 WO 49735	\$52.13
GENUINE AUTO GLASS OF TRI CITIES LLC		627999	255412	WNDSHLD RPR VEH 3333 WO 49817	\$32.58
		628000		WNDSHLD RPR VEH 3288 WO 49818	\$32.58
HAYNES, MIKE		02/22/18	255108	REIMB CDL ENDORSEMENT	\$102.00
HOTSY OF SPOKANE		23717	255421	475 GAL CARBON-ATE PLUS SOAP	\$2,269.74
HUGHES FIRE EQUIPMENT, INC.		521120	255422	SPEEDLAY VEH 5047 WO 49809	\$413.68
		522445	255109	FIELD SVC VEH 5038 WO 49641	\$261.24
JIM'S PACIFIC GARAGES INC		X100111756	255310	AIR SPRING VEH 3320 WO 49704	\$63.89
		X100112026		WATER PUMP VEH 3286 WO 49728	\$647.14
		X100112356		COOLANT HOSE VEH 3286 WO 49728	\$44.16
		X100112963	255424	FITTING VEH 3284 WO 49810	\$30.95
KENWORTH SALES COMPANY		PASCM12332697	255426	CORE CREDIT VEH 3320	(\$130.32)
		PASCM12332713		CORE CREDIT VEH 3311	(\$162.90)
		PASCM12332718		CORE CREDIT VEH 3311	(\$40.72)
		PASIN2709440		O-RING/SEALS VEH 5038 WO 49640	\$133.97
		PASIN2711052		O-RING VEH 5038 WO 49640	\$10.05
		PASIN2716944		FILL TUBE VEH 3315 WO 49694	\$15.96
		PASIN2719631		EXHST CLAMP VEH 3315 WO 49694	\$8.12



City Of Richland

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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KENWORTH SALES COMPANY		PASIN2730856	255426	WATER PUMP VEH 3315 WO 49730	\$990.39
MOBILE FLEET SERVICE INC		1280460019	255117	END YOKE VEH 3320 WO 49442	\$196.65
		1280470067		CENTER BRG VEH 3320 WO 49442	\$70.06
		1280520034	255321	YOKE VEH 3320 WO 49704	\$782.58
		1280580018	255433	REPAIR VEH 3315 WO 49337	\$46,281.45
MONARCH MACHINE & TOOL CO INC		F194772	255118	MACHINE VEH 7133 WO 49606	\$321.02
OXARC INC		60098129	255331	SHOP SUPPLIES	\$144.23
PAPE' MATERIAL HANDLING		80775	255123	PUMP REPAIR VEH 3315 WO 49700	\$1,180.27
		80832	255441	ENG SERVICE VEH 7142 WO 49805	\$548.00
PARAMOUNT SUPPLY COMPANY		679577	255334	VEH 5029 WO 49597	\$77.24
RDO EQUIPMENT CO		P65532	255341	FILTERS VEH 6594 WO 49595	\$161.76
RICHLAND NAPA		405310	255208	FILTERS VEH SHOP WO SHOP	\$451.33
		405658		BATTERY VEH 2342 WO 49608	\$113.88
		405690		FUSEHOLDER VEH 6605 WO 4962	\$3.61
		405715		FILTER VEH 2325 WO 49629	\$13.23
		405716		ATF VEH 2325 WO 49630	\$49.00
		405717		PLUG VEH 6605 WO 49621	\$13.16
		405721		LAMP VEH 3213 WO 49631	\$5.83
		405747		MIRROR VEH 2325 WO 49630	\$130.78
		405750		FILTER VEH 5046 WO 49634	\$14.14
		405751		STARTER VEH 3312 WO 49615	\$412.45
		405752		SOLENOID VEH 71 WO 49639	\$66.22
		405758		FILTER VEH 2398 WO 49636	\$29.94
		405759		FILTER VEH 2399 WO 49637	\$29.94
		405770		BATTERY VEH 2342 WO CREDIT	(\$113.88)
		405786		BATTERY VEH 6561 WO 49638	\$118.24
		405828		FILTERS VEH 3289 WO 49652	\$46.74
		405864	255453	OUTL BOX VEH 2475 WO UPFIT	\$26.19
		405865		OUTL BOX VEH 2476 WO UPFIT	\$26.19
		405866		OUTL BOX VEH 2477 WO UPFIT	\$26.19
		405867		OUTL BOX VEH 2478 WO UPFIT	\$26.19
		405868		OUTL BOX VEH 2479 WO UPFIT	\$26.19
		405873	255208	BOLT VEH 6579 WO 49658	\$3.61
		405874		SILCONE VEH 7152 WO 49549	\$7.11
		405881		GREASE VEH 3294 WO 49605	\$38.97
		405894		LOOM VEH 3277 WO 49623	\$16.29
		405900		BRUSH VEH 7152 WO 49660	\$17.37
		406031		BOLT VEH 6579 WO 49658	\$2.95
		406039		BOLT VEH CREDIT WO CREDIT	(\$3.61)
		406056		WIPERS VEH 3328 WO 49632	\$25.87
		406070		LAMP VEH 3289 WO 49636	\$12.97



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		406082	255208	FILTER VEH 2383 WO 49670	\$13.88
		406083		FILTER VEH 2462 WO 49671	\$13.67
		406084		FILTER VEH 3322 WO 49673	\$13.67
		406104		FILTER VEH 2420 WO 49674	\$10.11
		406105		FILTER VEH 2420 WO 49674	\$3.66
		406135		FILTER VEH 2455 WO 49683	\$14.18
		406136		FILTER VEH 3288 WO 49685	\$14.18
		406140		FILTERS VEH 3255 WO 49684	\$144.38
		406141		FILTER VEH 3298 WO 49682	\$30.15
		406150		FILTER VEH 2389 WO 49680	\$17.50
		406155		FILTER VEH 3299 WO 49681	\$14.18
		406158		SENSOR VEH 3275 WO 49557	\$61.38
		406174		CLEANER VEH 3275 WO 49557	\$7.52
		406176		FILTER VEH 6583 WO 49679	\$19.44
		406184		BRK CLN VEH 3312 WO 49615	\$32.45
		406185		BRK CLN VEH 3251 WO 49661	\$32.45
		406225		CONN VEH 4156 WO 49600	\$11.39
		406250		FILTER VEH 3403 WO 49695	\$14.18
		406251		WIPERS VEH 2389 WO 49696	\$78.28
		406272		FITTING VEH 3265 WO 49609	\$8.94
		406287		LAMP VEH 3288 WO 49699	\$301.83
		406292		FILTERS VEH 5038 WO 49640	\$21.07
		406301		FILTER VEH 3187 WO 49701	\$11.45
		406312		WIPERS VEH 2389 WO 49696	\$32.56
		406408	255453	DIS UNIT VEH 3265 WO 49609	\$35.28
		406415	255208	FLR DRY VEH 3284 WO 49711	\$97.85
		406419		GROMMETS VEH 5043 WO 49714	\$4.97
		406429		WIPERS VEH 4045 WO 49712	\$28.24
		406433		FILTER VEH 6564 WO 49716	\$20.30
		406443		OIL CAP VEH 3265 WO 49672	\$5.69
		406463	255453	FILTER VEH 6564 WO 49716	\$37.68
		406465		FILTER VEH 6606 WO 49717	\$22.20
		406466		SUPPORT VEH 3256 WO 49718	\$47.76
		406468		30WT OIL VEH 6606 WO 49717	\$40.79
		406488		WIPER VEH 3265 WO 49672	\$24.40
		406492		OIL VEH CREDIT WO CREDIT	(\$13.60)
		406493		CONN VEH 4126 WO 49721	\$11.39
		406494		UNION VEH 4126 WO 49721	\$3.11
		406497		HOSE VEH 2349 WO 49742	\$41.58
		406498		BRK CLN VEH 6606 WO 49717	\$32.45
		406502		BRK CLN VEH 4159 WO 49676	\$43.84



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		406519	255453	FILTER VEH 3286 WO 49729	\$68.86
		406543		BRK CLN VEH 7158 WO 49727	\$10.82
		406546		CONN VEH 4154 WO 49707	\$11.39
		406549		PIN/HOOK VEH 3405 WO 49724	\$105.42
		406575		CONN VEH 3219 WO 49706	\$26.86
		406580		REG VEH 3252 WO 49237	\$70.58
		406581		OIL 30WT VEH 6564 WO 49716	\$40.79
		406595		PLUG VEH 5045 WO 49712	\$9.75
		406619		POLY VEH 3311 WO 49731	\$16.29
		406623		FILTER VEH 2386 WO 406623	\$16.49
		406631		FILTER VEH 2302 WO 49751	\$10.18
		406632		FILTER VEH 2320 WO 49746	\$10.18
		406633		FILTER VEH 2347 WO 49747	\$10.18
		406634		FILTER VEH 2373 WO 49752	\$16.49
		406635		FILTER VEH 2374 WO 49748	\$16.49
		406637		FILTER VEH 2385 WO 49750	\$14.18
		406639		FILTER VEH 2375 WO 49749	\$16.49
		406643		FILTER VEH 2390 WO 49753	\$16.49
		406644		FILTER VEH 2427 WO 49755	\$14.00
		406645		FILTER VEH 2393 WO 49754	\$16.49
		406650		BRK CLN VEH 3292 WO 49745	\$5.41
		406651		FILTER VEH 1108 WO 49760	\$16.30
		406652		FILTER VEH 1207 WO 49761	\$16.30
		406653		FILTER VEH 1208 WO 49762	\$16.30
		406654		FILTER VEH 1209 WO 49763	\$16.30
		406655		FILTER VEH 1210 WO 49764	\$14.18
		406656		FILTER VEH 2469 WO 49759	\$10.75
		406659		FILTER VEH 2429 WO 49765	\$10.75
		406660		FILTER VEH 2431 WO 49766	\$10.75
		406661		FILTER VEH 2432 WO 49767	\$10.75
		406662		FILTER VEH 2441 WO 49769	\$10.75
		406663		FILTER VEH 2442 WO 49770	\$10.75
		406664		FILTER VEH 2443 WO 49771	\$10.75
		406665		FILTER VEH 2448 WO 49774	\$10.75
		406666		FILTER VEH 2447 WO 49773	\$10.75
		406667		FILTER VEH 2444 WO 49772	\$10.75
		406668		FILTER VEH 2449 WO 49775	\$10.75
		406669		FILTER VEH 2451 WO 49776	\$10.75
		406670		FILTER VEH 2433 WO 49678	\$12.92
		406693		PENT OIL VEH 3251 WO 49778	\$27.14
		406757		BRAKE PTS VEH 4130 WO 49784	\$102.57



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		406767	255453	FILTER VEH 2365 WO 49786	\$14.18
		406768		FILTER VEH 2382 WO 49787	\$14.07
		406770		FILTER VEH 2461 WO 49788	\$13.67
		406772		FILTERS VEH 3213 WO 49789	\$158.94
		406773		FILTERS VEH 3279 WO 49790	\$175.55
		406774		FILTERS VEH 3290 WO 49791	\$122.54
		406775		FILTERS VEH 3306 WO 49792	\$68.73
		406850		FILTER VEH 7146 WO 49798	\$213.38
		406851		FILTERS VEH 7152 WO 49799	\$221.48
		406880		REP PTS VEH 3283 WO 49715	\$199.76
		406882		FILTER VEH 7146 WO 49798	\$7.68
		406883		BATTERY VEH 6603 WO 49811	\$124.74
		406885		FILTERS VEH 3240 WO 49813	\$159.60
		406906		RAD CAP VEH 7146 WO 49800	\$7.19
		406921		FILTER VEH CREDIT WO CREDIT	(\$39.67)
		406938		CLAMP VEH 3205 WO 49829	\$12.60
		406943		PIN VEH SHOP WO SUPPLIES	\$13.25
SOLID WASTE SYSTEMS INC	0103268-IN	255129		CYLNDR GRIP VEH 6000 WO 49419	\$3,275.98
	0103375-IN	255353		CYLINDER VEH 3336 WO 49702	\$1,093.58
TACOMA SCREW PRODUCTS INC	22195386	255358		SHOP SUPPLY CREDIT	(\$247.18)
	22202150	255131		SHOP SUPPLY	\$736.50
	22202282			SHOP SUPPLY	\$207.10
	22202843			SHOP TOOLS	\$351.36
	22203040	255358		BRASS FIT VEH 3219 WO 49706	\$10.72
	22203431			TAP BOLT VEH 3291 WO 49610	\$40.89
	90880340	255359		COVER VEH 3294 WO 49605	\$406.71
TEREX SERVICES	90880915			PIN VEH 3251 WO 49661	\$476.51
TIRE FACTORY INC	03-128028	255465		REPAIR/TUBE VEH 6595 WO 49808	\$83.38
	03-128050	255361		SVC CALL VEH 2420 WO 49740	\$144.38
	03-128108			ALIGNMENT VEH 2383 WO 49698	\$81.94
	03-128109			FLAT REPAIR VEH 7152 WO 49739	\$59.19
	03-128129			ALIGNMENT VEH 3275 WO 49741	\$196.84
	03-128138			TIRES VEH 3341 WO 49743	\$563.87
	03-128142	255465		TIRE VEH 6594 WO 49807	\$158.80
	1195393	255362		SEAT SAVER VEH 3404 WO 49356	\$208.69
TITAN TRUCK EQUIPMENT	1196681			OUTRGR UPGRD VEH 3405 WO 49783	\$5,374.01
TOM DENCHEL FORD	58535	255466		TPMS SENS VEH 2444 WO 49772	\$68.11
TRUCKPRO HOLDING CORPORATION	06 016087	255470		GREASE CAP VEH CREDIT WO CREDI	(\$9.04)
	06 256274	255132		BEARING KIT VEH 4159 WO 49677	\$31.21
	06 256421			CENTER BRG VEH 3320 WO 49704	\$99.27
	06 256476	255364		BEARING KIT VEH 4126 WO 49721	\$71.46



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRUCKPRO HOLDING CORPORATION		06 256642	255364	BEARINGS VEH 4130 WO 49784	\$211.85
		06 256703	255470	HUB/DRUM KIT VEH 4130 WO 49784	\$436.09
UNITED PARCEL SERVICE	S017786	000986641078	255133	NEXT DAY AIR TO MOBILE FLEET	\$7.42
US LINEN & UNIFORM		2110519	255473	UNIFORM SERVICES	\$80.82
		2114209		UNIFORM SERVICES	\$83.24
		2117962		UNIFORM SERVICES	\$80.82
		2121668		UNIFORM SERVICES	\$80.82
		S2108366		UNIFORM SERVICES	\$8.69
		S2114945		UNIFORM SERVICES	\$4.34
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$244.52
	P058895			WIRELESS CHARGES FOR JAN/2018	\$38.71
VERSALIFT NORTHWEST, LLC		I5326	255134	ROTARY JOINT VEH 3265 WO 49609	\$2,593.87
WESTERN PETERBILT INC		H287288	255479	FILTER VEH 3332 WO 49814	\$73.40
		H289690	255138	STRG CLMN VEH 3312 WO 49615	\$965.44
		H289773		LEAF CNTCT VEH 3335 WO 49692	\$13.35
		H289784		FAN ASSY VEH 3335 WO 49702	\$174.84
		H289927	255375	OIL SEAL VEH 3283 WO 49715	\$33.00
		H290018		FILTER VEH 6564 WO 49716	\$41.02
		H290047		SEAT BELT VEH 3285 WO 49732	\$222.18
		H290060		SPACER VEH 3335 WO 49692	\$34.42
		H290099		LEAF CNTCT VEH 3335 WO 49692	\$13.35
		H290100		SPACER VEH CREDIT WO CREDIT	(\$34.42)
		H290179	255479	FILTERS VEH 7152 WO 49799	\$49.07
		H290180		FILTERS VEH 7146 WO 49798	\$49.07
		H290272		CLUTCH FAN VEH 3284 WO 49810	\$1,134.86
		PA27592	255138	AIR COMP VEH 3333 WO 49703	\$1,842.28
		PA27687		FUEL PMP ACT VEH 3333 WO 49663	\$917.11
WESTERN STATES EQUIPMENT COMPANY		IN000579388	255376	COUPLING VEH 3313 WO 49596	\$52.82
		IN000587023	255480	REPAIR VEH 7090 WO 49830	\$1,715.72
		IN00583464	255376	REPAIR VEH 7138 WO 49736	\$2,340.69
WESTERN SYSTEMS & FABRICATION INC		22245	255139	DECALS VEH 04818 WO 49692	\$118.17
		22309		BELT ASSY VEH 3283	\$167.50
		22335		CREDIT VEH 3283	(\$167.50)
		22405	255377	VANE ASSY VEH 3283 WO 49715	\$5,199.80
		22406		ELEMENTS VEH 3283 WO 49715	\$212.08
		22415	255481	GASKET VEH 3283 WO 49715	\$19.33
		22434		GASKET VEH 3283 WO 49715	\$25.97
		22445		O-RINGS VEH 3285 WO 49732	\$170.06
		22449		VALVES VEH 3255 WO 49500	\$490.11
XEROX CORPORATION		092271090	255379	MX4-340609 BASE/PRINTS- JAN	\$261.72
		092271092		MX4-354245 BASE/PRINTS- JAN	\$241.40



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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$70.07
EQUIPMENT MAINTENANCE TOTAL ****					\$129,315.94
EQUIPMENT MAINTENANCE FUND Total ***					\$130,148.54
FUND 503	EQUIPMENT REPLACEMENT FUND				
Division:	215	EQUIPMENT REPLACEMENT			
MPH INDUSTRIES INC		6003407	255434	ASSY VEH 2475 WO POLICE UPLIFT	\$348.58
		6003408		ASSY VEH 2478 WO POLICE UPLIFT	\$321.42
		6003409		ASSY VEH 2476 WO POLICE UPLIFT	\$257.14
		6003410		ASSY VEH 2477 WO POLICE UPLIFT	\$257.14
		6003411		ASSY VEH 2479 WO POLICE UPLIFT	\$257.14
TITAN TRUCK EQUIPMENT	P057977	1177126	255362	ONE (1) NEW 2017 FORD F-550	\$154,091.88
	P057977			SALES TAX	\$13,275.22
TRI CITIES BATTERY & AUTO REPAIR		0123214	255467	WELDING CABLE WO POLICE UPLIFT	\$1,398.64
EQUIPMENT REPLACEMENT TOTAL ****					\$170,207.16
EQUIPMENT REPLACEMENT FUND Total ***					\$170,207.16
FUND 505	PUBLIC WORKS ADMIN & ENGINEER				
Division:	450	PW ADMIN & ENGINEERING			
ABADAN INC		AR10199	255238	ASBUILTS	\$16.18
BENTON COUNTY AUDITOR		0227185	255254	DOCUMENT COPIES	\$35.00
MELTON, MARK		021318	255115	REIMB MEETING EXPENSE	\$10.77
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$4.15
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$6.97
VERIZON WIRELESS	P058895	9800724430	255368	WIRELESS CHARGES FOR JAN/2018	\$537.12
XO COMMUNICATIONS SERVICES LLC		0301919027	255235	PHONE CHARGES 2/1-2/28/18	\$189.18
PW ADMIN & ENGINEERING TOTAL ****					\$799.37
PUBLIC WORKS ADMIN & ENGINEER Total ***					\$799.37
FUND 520	HEALTH CARE/BENEFITS PLAN				
Division:	222	EMPLOYEE BENEFIT PROGRAM			
MAGELLAN BEHAVIORAL HEALTH		MAR 2018	255187	EAP PREMIUMS-MARCH	\$712.22
EMPLOYEE BENEFIT PROGRAM TOTAL ****					\$712.22
HEALTH CARE/BENEFITS PLAN Total ***					\$712.22
FUND 611	FIREMAN'S PENSION				
Division:	216	FIRE PENSION			
BAKER, MARSHALL R		MARCH 2018	255249	MEDICARE PREMIUM/BAKER	\$129.00
BOWLS, DAVID			255258	MEDICARE PREMIUM/BOWLS	\$104.90
CANFIELD, HARRY R			255265	MEDICARE PREMIUM/CANFIELD	\$119.00



City Of Richland

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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CARRICK, HENRY		MARCH 2018	255266	MEDICARE PREMIUM/CARRICK	\$134.00
CLARK, FRANK M			255273	MEDICARE PREMIUM/CLARK	\$104.90
DOWNS, DANNY			255286	MEDICARE PREMIUM/DOWNS	\$134.00
ELIASON, CURTIS			255288	MEDICARE PREMIUM/ELIASON	\$134.00
ESTY, RAYMOND J			255290	MEDICARE PREMIUM/ESTY	\$104.90
FERRIANS, ALLEN LARRY			255294	MEDICARE PREMIUM/FERRIANS	\$130.00
HOUCHIN, EARL			255305	MEDICARE PREMIUM/HOUCHIN	\$104.90
JOHNSON, NEILS E			255311	MEDICARE PREMIUM/JOHNSON	\$110.00
JONES, HAROLD			255312	MEDICARE PREMIUM/JONES	\$123.00
KEYS, JACK D			255315	MEDICARE PREMIUM/KEYS	\$134.00
LAHTI, ROGER P			255316	MEDICARE PREMIUM/LAHTI	\$104.90
MURRAY, DAVID			255324	MEDICARE PREMIUM/MURRAY	\$110.00
MYERS, EDWARD A			255325	MEDICARE PREMIUM/MYERS	\$119.00
OWEN, MICHAEL			255330	MEDICARE PREMIUM/OWEN	\$110.00
POLLARD, JAMES			255339	MEDICARE PREMIUM/POLLARD	\$104.90
RONEY, LARRY			255346	MEDICARE PREMIUM/RONEY	\$113.00
SIEMENS, DONALD			255352	MEDICARE PREMIUM/SIEMENS	\$125.00
WEST, ROYAL			255374	MEDICARE PREMIUM/WEST	\$116.00
WILLIAMSON, CRAIG E			255378	MEDICARE PREMIUM/WILLIAMSON	\$108.00
FIRE PENSION TOTAL ****					\$2,577.40
FIREMAN'S PENSION Total ***					\$2,577.40
FUND 612	POLICEMEN'S PENSION				
Division:	217	POLICE PENSION			
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$0.46
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$0.47
POLICE PENSION TOTAL ****					\$0.93
POLICEMEN'S PENSION Total ***					\$0.93
FUND 641	SOUTHEAST COMMUNICATIONS CTR				
Division:	600	SECOMM OPERATIONS GENERAL			
AT&T LONG DISTANCE		02/18 03030107210	255246	FAX LINES 1/21/17-2/22/18	\$39.06
CENTURYLINK		0218-509-624-3863	255270	GENERAL 2/16-03/16/18	\$7.32
CERIUM NETWORKS INC	P058797	I067420	255156	2018 SMARTNET RENEWAL	\$6,098.35
CHARTER COMMUNICATIONS		03/18 0706114	255272	CABLE SERVICE 03/01-03/29/18	\$28.45
CORPORATE TRANSLATION SERVICES INC		121738	255403	TRANSLATION SRVCS-FEB 2018	\$98.72
DEVRIES BUSINESS SERVICES		0095246	255285	SHREDDING SRVCS-2/22/2018	\$8.82
FRONTIER		03/18 2061881060	255299	GENERAL 02/19-03/18/18	\$218.52
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$343.45
ON SCENE MEDICAL SERVICES, P.C.		1017	255436	PRE EMP-PHYSICALS/HEARING/VISI	\$470.00



City Of Richland

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From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ON SCENE MEDICAL SERVICES, P.C.		1017	255436	PRE EMP-PHYSICALS/HEARING/VISI	\$117.50
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$268.28
VANGUARD CLEANING SYSTEM OF INLAND NW		75855	255367	BCES JANITORIAL SRVCS-MARCH	\$375.00
VERTIV SERVICES, INC	P058830	57526947	255369	2018 UPS MAINTENANCE RENEWAL	\$3,104.52
WATER SOLUTIONS INC		18042	255477	WATER FILTRATION 3/7/18-4/6/18	\$33.67
SECOMM OPERATIONS GENERAL TOTAL ****					\$11,211.66
Division:	601	E911 OPERATIONS			
APOLLO SHEET METAL INC		940012754	255245	VALVE FOR HVAC	\$26.92
CITY OF RICHLAND		18-077 LETTRICK	255089	18-077 STATE AC MEETING	\$199.80
CORPORATE TRANSLATION SERVICES INC		121672	255403	TRANSLATION SRVCS-FEB 2018	\$153.83
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$343.46
LETTRICK, R. KIM		18-077 LETTRICK	255111	18-077 STATE AC MEETING	\$61.46
ON SCENE MEDICAL SERVICES, P.C.		1017	255436	PRE EMP-PHYSICALS/HEARING/VISI	\$117.50
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$268.27
WICK, PATRICK		18-069 WICK	255233	18-069 ACCESS CERTIFICATION	\$11.99
E911 OPERATIONS TOTAL ****					\$1,183.23
SOUTHEAST COMMUNICATIONS CTR Total ***					\$12,394.89
FUND	642	800 MHZ PROJECT			
Division:	610	800 MHZ			
BENTON PUD		02/18-14900001	255255	UTILITY SRVCS 1/27-2/26/18	\$580.12
	P058848	1155	255148	4TH QTR RATTLESNAKE LEASE	\$1,166.82
CERIUM NETWORKS INC	P058797	1067420	255156	2018 SMARTNET RENEWAL	\$6,098.35
VERTIV SERVICES, INC	P058830	57526947	255369	2018 UPS MAINTENANCE RENEWAL	\$3,104.52
800 MHZ TOTAL ****					\$10,949.81
800 MHZ PROJECT Total ***					\$10,949.81
FUND	643	EMERGENCY MANAGEMENT			
Division:	620	STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC		940012754	255245	VALVE FOR HVAC	\$6.73
AT&T LONG DISTANCE		02/18 03030107210	255246	FAX LINES 1/21/17-2/22/18	\$9.76
CERIUM NETWORKS INC	P058797	1067420	255156	2018 SMARTNET RENEWAL	\$609.83
CHARTER COMMUNICATIONS		03/18 0706114	255272	CABLE SERVICE 03/01-03/29/18	\$28.45
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$36.12
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		75855	255367	BCES JANITORIAL SRVCS-MARCH	\$62.50
VERTIV SERVICES, INC	P058830	57526947	255369	2018 UPS MAINTENANCE RENEWAL	\$776.12
STATE / LOCAL ASSISTANCE TOTAL ****					\$1,587.00
Division:	621	RADIOLOGICAL EMGCY PREPAREDNES			



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
APOLLO SHEET METAL INC		940012754	255245	VALVE FOR HVAC	\$6.73
AT&T LONG DISTANCE		02/18 03030107210	255246	FAX LINES 1/21/17-2/22/18	\$9.77
CERIUM NETWORKS INC	P058797	1067420	255156	2018 SMARTNET RENEWAL	\$3,659.01
CHARTER COMMUNICATIONS		03/18 0706114	255272	CABLE SERVICE 03/01-03/29/18	\$28.45
DEVRIES BUSINESS SERVICES		0095246	255285	SHREDDING SRVCS-2/22/2018	\$4.41
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$36.13
LUDLUM MEASUREMENTS INC	P058734	00443545	255318	FREIGHT	\$45.61
	P058734			LUDLUM MODEL 12 CALIBRATION WI	\$325.80
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$57.49
UNITED PARCEL SERVICE	S017786	000986641078	255133	ADJUSTMENT FOR GROUND PKG TO	\$3.25
VANGUARD CLEANING SYSTEM OF INLAND NW		75855	255367	BCES JANITORIAL SRVCS-MARCH	\$62.50
VERTIV SERVICES, INC	P058830	57526947	255369	2018 UPS MAINTENANCE RENEWAL	\$776.13
WATER SOLUTIONS INC		18042	255477	WATER FILTRATION 3/7/18-4/6/18	\$11.22
RADIOLOGICAL EMGCY PREPAREDNES TOTAL ****					\$5,026.50
Division:	622	DOE EMERGENCY PREPAREDNESS			
APOLLO SHEET METAL INC		940012754	255245	VALVE FOR HVAC	\$6.73
AT&T LONG DISTANCE		02/18 03030107210	255246	FAX LINES 1/21/17-2/22/18	\$9.76
CERIUM NETWORKS INC	P058797	1067420	255156	2018 SMARTNET RENEWAL	\$609.83
CHARTER COMMUNICATIONS		03/18 0706114	255272	CABLE SERVICE 03/01-03/29/18	\$28.45
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$36.13
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$57.48
VANGUARD CLEANING SYSTEM OF INLAND NW		75855	255367	BCES JANITORIAL SRVCS-MARCH	\$62.50
VERTIV SERVICES, INC	P058830	57526947	255369	2018 UPS MAINTENANCE RENEWAL	\$776.13
WATER SOLUTIONS INC		18042	255477	WATER FILTRATION 3/7/18-4/6/18	\$11.22
DOE EMERGENCY PREPAREDNESS TOTAL ****					\$1,598.23
Division:	623	JURISIDICITION			
APOLLO SHEET METAL INC		940012754	255245	VALVE FOR HVAC	\$6.72
AT&T LONG DISTANCE		02/18 03030107210	255246	FAX LINES 1/21/17-2/22/18	\$9.76
CERIUM NETWORKS INC	P058797	1067420	255156	2018 SMARTNET RENEWAL	\$1,219.66
	P058797			ADJUST FOR TAX	(\$0.01)
CHARTER COMMUNICATIONS		03/18 0706114	255272	CABLE SERVICE 03/01-03/29/18	\$28.45
HP INC		0423762	255306	PRINTER SPRT 11/15/17-2/15/18	\$36.13
PITNEY BOWES PURCHASE POWER		0118/14823173	255125	POSTAGE 01/01/18 TO 01/31/18	\$4.53
		0218/14823173	255450	POSTAGE 02/01/18 TO 02/28/18	\$2.89
POCKETINET COMMUNICATIONS INC		233138	255338	WIRELESS TRNSPRT/INTERNET-APRI	\$57.49
VANGUARD CLEANING SYSTEM OF INLAND NW		75855	255367	BCES JANITORIAL SRVCS-MARCH	\$62.50
VERTIV SERVICES, INC	P058830	57526947	255369	ADJUST FOR TAX	(\$0.01)
	P058830			2018 UPS MAINTENANCE RENEWAL	\$776.12
WATER SOLUTIONS INC		18042	255477	WATER FILTRATION 3/7/18-4/6/18	\$11.22
JURISIDICITION TOTAL ****					\$2,215.45



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EMERGENCY MANAGEMENT Total ***					\$10,427.18
FUND 644	MICRO-WAVE				
Division:	611	MICROWAVE			
BENTON PUD	P058848	1155	255148	4TH QTR RATTLESNAKE LEASE	\$1,166.82
MICROWAVE TOTAL ****					\$1,166.82
MICRO-WAVE Total ***					\$1,166.82
FUND 803	UTILITY BILL CLEARING FUND				
Division:	000				
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14896	255149	Customer Refund	\$2.52
				CUSTOMER REFUND	\$4,701.67
		CISPAY14897	255181	Customer Refund	\$225.79
		CISPAY14898	255154	Customer Refund	\$79.19
		CISPAY14899	255196	Customer Refund	\$572.13
		CISPAY14900	255212	Customer Refund	\$52.74
		CISPAY14901	255157	Customer Refund	\$13.63
		CISPAY14902	255213	Customer Refund	\$66.32
		CISPAY14903	255182	Customer Refund	\$79.44
		CISPAY14904	255231	Customer Refund	\$51.62
		CISPAY14905	255190	Customer Refund	\$94.93
		CISPAY14906	255219	Customer Refund	\$58.08
		CISPAY14907	255193	Customer Refund	\$4.24
		CISPAY14908	255200	Customer Refund	\$3.63
		CISPAY14909	255229	Customer Refund	\$30.61
		CISPAY14910	255206	Customer Refund	\$6.04
		CISPAY14911	255186	Customer Refund	\$125.09
		CISPAY14912	255188	Customer Refund	\$53.52
		CISPAY14913	255153	Customer Refund	\$97.76
		CISPAY14914	255177	Customer Refund	\$60.38
		CISPAY14915	255189	Customer Refund	\$68.47
		CISPAY14916	255183	Customer Refund	\$112.16
		CISPAY14917	255191	Customer Refund	\$214.33
		CISPAY14918	255151	Customer Refund	\$73.39
		CISPAY14919	255194	Customer Refund	\$1.95
		CISPAY14920	255185	Customer Refund	\$94.74
		CISPAY14921	255143	Customer Refund	\$100.71
		CISPAY14922	255144	Customer Refund	\$3.08
		CISPAY14923	255236	Customer Refund	\$32.89
		CISPAY14924	255184	Customer Refund	\$61.48



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY14925	255215	Customer Refund	\$31.84
		CISPAY14926	255395	Customer Refund	\$0.28
		CISPAY14927	255462	Customer Refund	\$118.24
		CISPAY14928	255427	Customer Refund	\$64.23
		CISPAY14929	255425	Customer Refund	\$62.70
		CISPAY14930	255429	Customer Refund	\$63.22
UNASSIGNED TOTAL ****					\$7,483.04
UTILITY BILL CLEARING FUND Total ***					\$7,483.04



City Of Richland

VL-1 Voucher Listing

From: 2/26/2018 To: 3/9/2018

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
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Invoice Total: ****

\$1,386,445.41

Number of Invoices

Amount

Vouchers In Richland	258	\$148,409.74
Vouchers In Tri Cities	111	\$152,830.33
Vouchers In WA	269	\$555,690.34
Vouchers Outside WA	589	\$529,515.00
Vouchers Final Total.....	1227	\$1,386,445.41

Ob ject Category	Title	Total	Percentage
2	BENEFITS	\$17,264.43	1.25%
3	SUPPLIES	\$267,737.82	19.31%
4	OTHER SERVICES & CHARGES	\$491,364.31	35.44%
5	INTERGOVERNMENTAL SERVICES	\$11,228.04	0.81%
6	CAPITAL PROJECTS	\$275,999.09	19.91%
	MACHINERY & EQUIPMENT	\$174,760.71	12.6%
	REFUNDS	\$7,483.04	0.54%
9	INTERFUND SERVICES	\$1,303.20	0.09%
	INVENTORY PURCHASES	\$139,304.77	10.05%
	Total	\$1,386,445.41	