Agenda
City Council Regular Meeting
Tuesday, August 7, 2018
City Hall Council Chamber | 505 Swift Boulevard

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

Agenda Item:

1. Safety Update (25 minutes)
   - Eric Senner, Risk and Safety Program Administrator

2. Discuss Meeting Agenda Items (5 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:

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

4. See3Slam Update (7 minutes)
   - Terry Fleischman, Tri-Cities Sunrise Rotary Event Director

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

5. Proposed Budget Amendment to the City's General Fund for Business License Reserve and Electric Utility Fund - Ordinance No. 44-18
   - Kerwin Jensen, Community Development Director

6. Proposed Budget Amendment to the City's General Fund for Police Services - Ordinance No. 45-18
   - Jeff Taylor, Interim Police Services Director

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 City Council Meetings Held July 17 and 24, 2018
   - Heather Kintzley, City Attorney

Ordinances - First Reading:

8. Ordinance No. 44-18, Amending the 2018 Budget for the General Fund, Business License Reserve, and the Electric Utility Fund
   - Kerwin Jensen, Community Development Director

9. Ordinance No. 45-18, Amending the 2018 Budget in the General Fund from Forfeited Seized Evidence
   - Jeff Taylor, Interim Police Services Director

Ordinances - Second Reading/Passage:

10. Ordinance No. 39-18, Amending Chapter 2.20 of the Richland Municipal Code related to the Code Enforcement Board
    - Heather Kintzley, City Attorney

11. Ordinance No. 40-19, Amending Chapter 2.11 of the Richland Municipal Code related to the Americans with Disabilities Citizens Review Committee
    - Heather Kintzley, City Attorney

12. Ordinance No. 41-18, Amending the 2018 Budget to Increase Legal Fees
    - Heather Kintzley, City Attorney

13. Ordinance No. 42-18, Amending the 2018 Budget to Provide Additional Appropriations in the Community Development Block Grant, HOME, Streets Capital Construction and Parks Project Construction Funds
    - Kerwin Jensen, Community Development Director

14. Ordinance No. 43-18, Repealing Richland Municipal Code Chapter 2.19 related to Management of the Municipal Parking Areas
    - Heather Kintzley, City Attorney

Resolutions – Adoption:

15. Resolution No. 94-18, Authorizing a Sewer Latecomer Agreement with Pahlisch Homes at Westcliffe Heights, LLC
    - Pete Rogalsky, Public Works Director

16. Resolution No. 113-18, Rejecting the Bid for the Swift Boulevard Improvements Project
    - Pete Rogalsky, Public Works Director

17. Resolution No. 114-18, Authorizing a Local Agency Agreement with the Washington State Department of Transportation for the George Washington Way Pavement Preservation Project
    - Pete Rogalsky, Public Works Director

18. Resolution No. 115-18, Changing Veneto Street to Sienna Street in the Horn Creek Phase 2 Subdivision
    - Kerwin Jensen, Community Development Director

19. Resolution No. 116-18, Changing Naches Court to Wishkah Drive in the Clearwater Creek Phase 6 Subdivision
    - Kerwin Jensen, Community Development Director

20. Resolution No. 117-18, Authorizing a Purchase and Sale Agreement with Michael and Kayte Denslow
    - Kerwin Jensen, Community Development Director

21. Resolution No. 118-18, Authorizing a Purchase and Sale Agreement with William J. Mascott
    - Kerwin Jensen, Community Development Director

Items for Approval:

22. Appointment to the Richland Public Facilities District Board: Daniel Boyd
    - Heather Kintzley, City Attorney

Expenditures - Approval:

23. Expenditures from July 9, 2018 - July 27, 2018 for $14,563,287.91 including Check Nos. 259289-260128, Wire Nos. 6994-7028, Payroll Check Nos. 135857-137003, and Payroll Wire/ACH Nos. 10526-10562
    - Cathleen Koch, Administrative Services Director

Items of Business:

24. Resolution No. 19-18, Approving the Columbia Park Trail Development Preliminary Plat (Closed Record)
    - Kerwin Jensen, Community Development Director

25. Resolution No. 119-18, Approving the Badger Mountain South 4-Plex Preliminary Plat (Closed Record)
    - Kerwin Jensen, Community Development Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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COUNCIL WORKSHOP COVERSHEET

Council Date: 08/07/2018

Department: City Attorney

Key Element:

Subject:
Safety Update (25 minutes)

Summary:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Presentations

Key Element:

Subject:
New Hire/Retirements (5 minutes)

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

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

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

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Presentations

Key Element:

Subject:
See3Slam Update (7 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Public Hearing

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

Subject:
Proposed Budget Amendment to the City's General Fund for Business License Reserve and Electric Utility Fund - Ordinance No. 44-18

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services		Public Hearing Item

Recommended Motion:

Summary:
This budget amendment proposes to appropriate additional funding from the General Fund to meet the obligations of the Business License Reserve Fund Program.

Additionally, insufficient funding exists in the Electric Fund for approved improvements to Columbia Park Trail. This project received approval for a Business License Reserve Fund (BLRF) award earlier this year.

Ordinance No. 44-18 is on the agenda for consideration later in this meeting.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Public Hearing

Key Element:

Subject:
Proposed Budget Amendment to the City's General Fund for Police Services - Ordinance No. 45-18

Department:
Police Services

Ordinance/Resolution Number:

Document Type:
Public Hearing Item

Recommended Motion:

Summary:
This budget amendment proposes to appropriate forfeited seizure funds from the Evidence Conversion revenue account to the Police Services budget.

Ordinance No. 45-18 is on the agenda for consideration later in this meeting.

Fiscal Impact:

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Minutes

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Approve the Minutes of the City Council Meetings Held July 17 and 24, 2018

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
Minutes

Recommended Motion:
Approve the Minutes of the City Council Meetings Held July 17 and 24, 2018

Summary:
None.

Fiscal Impact:
None.

Attachments:
1. 071718 Council Minutes
2. 072418 Minutes

MINUTES
RICHLAND CITY COUNCIL REGULAR MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, July 17, 2018

City Council Pre-Meeting Workshop - 7:00 p.m.
Mayor Thompson called the pre-meeting workshop 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 Alvarez, Lemley, Lukson, Kent and Anderson were present.

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

Agenda Item

1. Executive Session Per RCW 42.30.110 (1) (ii): Discuss Current or Potential Litigation With Legal Counsel (15 minutes)

COUNCILMEMBER ANDERSON MOVED AND MAYOR PRO TEM CHRISTENSEN SECONDED A MOTION TO MOVE INTO EXECUTIVE SESSION AT 7:00 P.M. TO DISCUSS PER RCW 42.30.110 (1) (II): CURRENT OR POTENTIAL LITIGATION FOR 15 MINUTES. THE MOTION CARRIED 7-0.

COUNCILMEMBER ANDERSON MOVED AND COUNCILMEMBER ALVAREZ SECONDED A MOTION TO MOVE OUT OF EXECUTIVE SESSION AT 7:15 P.M. THE MOTION CARRIED 7-0.

2. Discuss Meeting Agenda Items (15 minutes)

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

Ms. Reents confirmed with Council to schedule an interview with Dan Boyd for consideration of a reappointment to the Richland Public Facilities District.

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

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

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Administrative Services Director Koch, Public Works Transportation and Development Manager West, Fire Battalion Chief Hempstead, Community Development Director Jensen, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney, Interim Police Services Director Taylor 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 CARRIED MOTION 7-0.

Presentations

3. Community Development Department Update (15 Minutes)

Mr. Jensen's Community Development updates included: the Park Place Apartments project; the new City Hall project; construction activity comparison; land use and development; Badger Mountain South development; the new Amon Creek Elementary; the new Willowpoint Apartments in North Richland; and the WSU Tri-Cities Student Housing development.

Mr. Ratkai gave an economic development update on real estate sales; business improvement districts; and local revitalization in Horn Rapids. He continued by giving the projects highlights for 2018.

4. CityView Video: Richland Public Library Feature (5 minutes)

Ms. Campbell Hime, Richland Library Manager, gave updates on the Richland Library and introduced the video.

Council had a question and answer period with Ms. Campbell Hime.

Public Hearing

5. Proposed Amendment to the 2018 Budget to Increase Legal Fees - Ordinance No. 41-18

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

Ms. Kintzley said state law requires a public hearing before increasing appropriations from beginning fund balance in the General Fund and the hearing satisfies the requirements of RCW 35.33.091. She gave details regarding the legal fee increases.

Mayor Thompson opened the public hearing at 7:53 p.m. and closed the hearing at 7:53:15 p.m. as there were no comments.

Public Comments

Rose Archer, 641 Cottonwood Drive, Richland, WA said the firework activity has increased in her neighborhood in the last few years. She is concerned with the use of illegal fireworks, the possible danger associated with them and does not believe there is adequate Police involvement in the calls they receive regarding illegal fireworks. She would like to see increased Police involvement and higher levels of penalties for illegal fireworks use.

Consent Calendar

City Clerk Hopkins read the Consent Calendar.

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

Minutes

6. Approve the City Council Meeting Minutes from June 26 and July 3, 2018

Ordinances - First Reading

7. Ordinance No. 39-18, Amending Chapter 2.20 of the Richland Municipal Code related to the Code Enforcement Board

8. Ordinance No. 40-19, Amending Chapter 2.11 of the Richland Municipal Code related to the Americans with Disabilities Citizens Review Committee

9. Ordinance No. 41-18, Amending the 2018 Budget to Increase Legal Fees

10. Ordinance No. 42-18, Amending the 2018 Budget to Provide Additional Appropriations in the Community Development Block Grant, HOME, Streets Capital Construction and Parks Project Construction Funds

11. Ordinance No. 43-18, Repealing Richland Municipal Code Chapter 2.19 related to Management of the Municipal Parking Areas

Ordinances - Second Reading/Passage

12. Ordinance No. 35-18, Amending Title 23 of the Richland Municipal Code related to a Zoning change on 1.1 Acres from Suburban Agriculture (SAG) to Single-Family Residential (R-1-12)

13. Ordinance No. 36-18, Amending Chapter 12.03 of the Richland Municipal Code related to Road Impact Fees

14. Ordinance No. 37-18, Amending the 2018 Budget to Provide Additional Appropriations in the General Fund and General Government Construction Fund in support of the Swift Corridor: City Hall Project

15. Ordinance No. 38-18, Amending the 2018 Budget to Provide Additional Appropriations in the Street Capital Construction Fund, Capital Improvement Fund and General Fund in Support of Swift Boulevard Improvements and Steptoe / Tapteal Intersection Improvements

Resolutions – Adoption

16. Resolution No. 108-18, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Columbia River Intake Screen Upgrade

17. Resolution No. 111-18, Approving the Preliminary Plat of Cobb Hill

18. Resolution No. 112-18, Adopting the Strategic Leadership Plan 6 Core Focus Areas

Expenditures - Approval

19. Expenditures from June 25- July 6, 2018 for $10,196,160.52 including Check Nos. 258753-259288, Wire Nos. 6966-6993, Payroll Check Nos. 135275-135856, and Payroll Wire/ACH Nos. 10507-10525

Items of Business

20. Appeal of Special Use Permit SUP2018-100 - US Cellular (Closed Record)

Mayor Thompson and City Attorney Kintzley read the closed record hearing procedures to the audience.

Ms. Kintzley asked if any Councilmembers have any potential conflicts regarding the topic per the closed record hearing procedures.

Councilmembers Lukson, Kent, Alvarez and Mayor Thompson recused themselves from the proceedings on grounds of conflict of interest and left the Council Chamber.

Councilmembers Anderson, Lemley and Mayor Pro Tem Christensen did not have any

potential conflicts regarding the topic per the closed record hearing procedures.

Ms. Kintzley said a quorum was present when the meeting was called to order and said the remaining Councilmembers still constitutes a valid meeting.

City Attorney Kintzley asked the audience if they have an objection to any Councilmember's participation in the closed record review. There were none.

City Attorney Kintzley asked the audience if they have any objections on jurisdictional grounds. There were none.

City Clerk Hopkins read the remaining closed record hearing procedures to the audience.

Staff Presentation:

Mr. Jensen gave the following report: The Hearing Examiner held a public hearing on March 12, 2018 to consider an application for a Special Use Permit to construct a new 80-foot wireless communications facility (monopole) designed to resemble a pine tree, with associated ground equipment, on a portion of the Meadow Springs Country Club golf course and located in the Parks and Public Facilities (PPF) zoning district. The subject property is addressed as 700 Country Club Road, and the monopole is proposed to be located immediately south of the Bellerive Drive/Country Club Road intersection.

Pursuant to RMC 23.62.060(B), monopoles between 80 feet and 150 feet in height may be permitted in the PPF zone subject to the issuance of a Special Use Permit meeting the criteria of RMC 23.62.070. The applicant is requesting an 80-foot tall monopole that reaches an overall height of 85 feet including the accessory appurtenances that will be used to disguise the facility as a pine tree (e.g. faux tree branches). The application states that the facility is required in order to provide quality and consistent LTE (4G Long-Term Evolution) coverage in the City of Richland in the area between Clearwater Avenue, Keene Road, and Gage Boulevard.

Staff recommended conditional approval of the application to the Hearing Examiner. Upon conducting a public hearing and reviewing all submitted materials, the Hearing Examiner held that the applicant met its burden of proof, and approved the application with conditions as stated in the Hearing Examiner's Findings of Fact, Conclusions of Law, and Decision. A timely appeal was filed on June 11, 2018 by Theresa Long. On appeal, Council shall consider the record built before the Hearing Examiner, and take testimony only from those who appeared at the public hearing on March 12, 2018. Council has the authority to affirm, reverse or modify, in whole or in part, the order of the Hearing Examiner so long as such action conforms to applicable local, state and federal law.

Person's Commenting on the Established Record:

Mark Fickes, Halverson Northwest Law Group, Yakima, WA, said he is the attorney for US Cellular and attended the Hearing Examiner meeting. He noted the appellant was not in attendance in the meeting. He said this was a closed record hearing and a quasi-judicial proceeding and the issue is whether the Council supports the Hearing Examiner's decision or if they find he made a clear error of law. He said US Cellular met all of the criteria in the Richland Municipal Code was it was well mitigated. He said the appellant's concerns were about property values, heath impacts and esthetics. He recommends the Council support the Hearing Examiner's decision.

Dan McKinney, Site Acquisition Consultant for US Cellular, said he believes the City staff and the Hearing Examiner did an excellent job and the tower does comply with Richland's Municipal Code for cellular towers. He reiterated the facts in Mr. Jensen's staff report and he recommends the Council support the Hearing Examiner's decision.

Applicant's Comments on the Established Record:

The applicant was not in attendance of the meeting.

COUNCILMEMBER ANDERSON AFFIRMS THE HEARNG EXAMINER'S DECISION TO APPROVE THE SPECIAL USE PERMIT SUP2018-100 - US CELLULAR. MAYOR PRO TEM CHRISTENSEN SECONDED THE MOTION.

Councilmember Lemley said he supports the Hearing Examiner's decision.

THE MOTION CARRIED 3-0.

Mayor Thompson and Councilmembers Kent, Alvarez and Luckson rejoined the meeting.

Reports and Comments

City Manager

Mr. Reents said thanked Public Works Transportation and Development Manager Julie West for her presentation at Richland Rotary. She also commented that the Police calls for service have been going down over the last four years.

Mayor Thompson noted that Ms. Kintzley's son was in the audience and that is was a special occasion for him and invited him to sit by his mother. Ms. Kintzley said her son Jackson was turning 8 years old today. The Mayor and Council sang happy birthday to Jackson.

City Council

Councilmember Anderson said the fireworks calls were down and dangerous fireworks are illegal. He more concerned with the recent mugging on a City park trail.

Councilmember Lukson thanked Mr. Jensen for the update on Community Development and was impressed with the number of projects going on in the City.

Mayor

Mayor Thompson said each individual is responsible for their use of actions and use of fireworks.

Adjournment

Mayor Thompson adjourned the meeting at 8:30 p.m.

Respectfully Submitted,

_____

Marcia Hopkins, City Clerk

FORM APPROVED: _____

Robert J. Thompson, Mayor

DATE APPROVED: _____

DATE PUBLISHED: _____

MINUTES
RICHLAND CITY COUNCIL WORKSHOP MEETING
Richland City Hall ~ 505 Swift Boulevard
Tuesday, July 24, 2018

City Council Workshop - 6:00 p.m.
Mayor Thompson called the Council workshop to order at 6:05 p.m. in the Council Chamber at City Hall.

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

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Public Works Capital Projects Manager Marlow, Parks and Public Facilities Director Schiessl, Energy Services Director Whitney and City Clerk Hopkins.

Agenda Items

1. Richland Public Facilities District Candidate Interview (15 minutes)

Councilmembers conducted an interview with Dan Boyd for consideration of reappointment to the Richland Public Facilities District Board.

2. Net Metering Program Status (15 minutes)

Mr. Whitney explained how net metering program operates and said the City has reached the maximum level of net metering capacity required by the state and the City needs to decide to continue, modify rates or close the program. He explained the current challenges, potential options and proposed next steps. Mr. Whitney recommended the City continue with the program.

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

3. Columbia Point Golf Course Club House Maintenance and Modernization (25 minutes)

Mr. Schiessl said the golf course club house is 18 years old and needs renovation. He spoke on how investing in food and beverage service improvements and incorporating that into a club house renovation will net an additional $50,000 by featuring off-hour service, attracting tournaments and create a destination location. He gave details of the concepts with a power point presentation and said it meets Council vision to create a sense of place and destination on the waterfront. Council had a question and answer period with Mr. Schiessl.

4. Swift Corridor Update (30 minutes)

Ms. Reents said the Request for Proposal (RFP) for the Swift Corridor project was advertised as soon as the funding was secured. She said unfortunately, the bids came in approximately $1.5 million over the engineer's estimate largely due to the cost of the material and the shorten window of construction time needed to complete the project before the season change. She said the options are to award the bid, reject the bid and rebid, or do a change order with the current contractor to complete the new City Hall frontage improvement and then advertise a re-bid for the remainder of the project. The new City Hall frontage must be completed before an occupancy permit can be issued.

Council had a question and answer period with Ms. Reents. Council wanted more information on the option to do a change order with the current contractor for the new City Hall frontage improvement and re-bid the remainder of the project.

Ms. Reents confirmed with Council to put Dan Boyd on the August 7, 2018 agenda for consideration reappointment to the Richland Public Facilities District.

Adjournment

Mayor Thompson adjourned the workshop at 7:32 p.m.

Respectfully Submitted,

_____

Marcia Hopkins, City Clerk

FORM APPROVED: _____

Robert J. Thompson, Mayor

DATE APPROVED: _____

DATE PUBLISHED: _____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - First Reading

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 4 - Targeted Investments

Subject:
Ordinance No. 44-18, Amending the 2018 Budget for the General Fund, Business License Reserve, and the Electric Utility Fund

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	44-18	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 44-18, amending the 2018 Budget to provide for additional appropriations in the City's General Fund and Electric Fund, and for use as Business License Reserve Funds.

Summary:
As revenue for the Business License Reserve Fund (BLRF) for 2018 is higher than originally estimated, a budget amendment is required to appropriate needed BLRF funds for approved projects.

Additionally, approval authorizes a transfer of $11,000 from the BLRF to the Electric Fund for improvements along Columbia Park Trail. The disbursement of the funding for the Electrical Fund was approved by the Economic Development Committee (EDC) and Richland City Council pending approval of this budget adjustment.

Fiscal Impact: Approval of this ordinance will increase appropriations in the General Fund by $9,557, and authorize the transfer of $11,000 of Business License Reserve funds to the Electric Utility Fund to complete approved projects.

Attachments:
1. Ordinance No. 44-18

ORDINANCE NO. 44-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's General Fund and Electric Utility Fund, and declaring that a public emergency exists in the City General Fund.

WHEREAS, on November 21, 2017, the Richland City Council passed Ordinance No. 49-17 adopting the 2018 Annual Budget, including the 2018-2023 Capital Improvement Plan (CIP); and

WHEREAS, on February 12, 2018, the Economic Development Committee (EDC) provided a positive recommendation to award Business License Reserve Funds to project applicants, including an award of $11,000 for Columbia Park Trail Energy Improvements under BLRF2018-001; and

WHEREAS, on February 20, 2018, the Richland City Council passed Resolution No. 24-18, authorizing the City Manager to sign and execute Business License Reserve Fund (BLRF) funding agreements; and

WHEREAS, no funds were appropriated in the Electric Utility Fund for Columbia Park Trail Energy Improvements; and

WHEREAS, insufficient funds were appropriated in the General Fund under RMC 5.04.385 to meet the obligations of the Business License Reserve Fund Program; and

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

WHEREAS, pursuant to RCW 35.33.091, a public hearing was held on August 7, 2018 regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The items 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 City General Fund.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide for additional appropriations in the following funds as follows:

General Fund

Current Appropriation:	$64,190,240
Increase in Appropriation:	$ 9,557
Amended Appropriation:	$64,199,797

Electric Utility Fund

Current Appropriation:	$89,864,760
Increase in Appropriation:	$ 11,000
Amended Appropriation:	$89,875,760

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

PASSED by the City Council of the City of Richland, at a regular meeting on the _____ day of _____, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY
City Attorney

Date Published: _____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - First Reading

Key Element: Key 7 - Neighborhoods & Community Safety

Subject:
Ordinance No. 45-18, Amending the 2018 Budget in the General Fund from Forfeited Seized Evidence

Department:	Ordinance/Resolution Number:	Document Type:
Police Services	45-18	Ordinance

Recommended Motion:
Give first reading, by title only, to Ordinance No. 45-18, amending the 2018 Budget in the General Fund to provide additional appropriations based on forfeited seized evidence.

Summary:
In December 2017, the Richland Police Department Street Crimes Unit seized $27,737 in U.S. currency in accordance to Chapter 69.50 RCW. In February 2018, Richland City Prosecutor Michael Rio notified the Richland Police Department that it met the requirements under RCW 69.50.505, and the currency was forfeited to the police department. In March 2018, Lt. Chris Lee and Evidence Technician Heidi Glasen deposited the $27,737 into the evidence conversion revenue account.

Pursuant to RCW 10.105.010(7), by January 31st of each year, each seizing agency shall remit to the state treasurer an amount equal to ten percent of the net proceeds of any property forfeited during the preceding calendar year.

Ordinance No 45-18 is intended to appropriate $25,000 from the evidence conversion revenue account to pay the required state tax ($2,385.38), with the remainder used to purchase much needed new and replacement equipment for the RPD Street Crimes Unit.

As required by state law, a public hearing was held during tonight's meeting on the proposed budget action. Barring any compelling public testimony, staff recommends approval of Ordinance No. 45-18 for first reading, by title only.

Fiscal Impact: This action is the consequence of seizing and forfeiting proceeds of illegal activity, and is not a draw on existing financial resources of the City.

Attachments:
1. Ordinance No. 45-18

ORDINANCE NO. 45-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's General Fund from forfeited seizure of evidence, and declaring that a public emergency exists in the City General Fund.

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

WHEREAS, as of December 2017, the Richland Police Department (RPD) Street Crimes Unit seized $27,737 in accordance with Chapter 69.50 RCW; and

WHEREAS, the requirements of RCW 69.50.505 have been met, and the currency was forfeited to the Richland Police Department. The funds were deposited into the evidence conversion revenue account; and

WHEREAS, pursuant to RCW 10.105.010(7), each seizing agency shall remit to the state treasurer an amount equal to ten percent of the net proceeds of any property forfeited during the preceding calendar year; and

WHEREAS, the Richland Police Department is required to remit $2,385.38 to the state treasurer; and

WHEREAS, a transfer of $25,000 from the evidence conversion revenue account to the General Fund is appropriate to allow RPD to remit monies to the state treasurer in accordance with state law, and to purchase equipment necessary for the Street Crimes Unit; and

WHEREAS, no funds were appropriated in the 2018 General Fund budget for the forfeited seizure funds; and

WHEREAS, pursuant to RCW 35.33.091, a public hearing was held on August 7, 2018 regarding the increase in appropriations from beginning fund balance in the General Fund.

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

Section 1. Facts Constituting Emergency. The items 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 City General Fund.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide for additional appropriations in the General Fund from forfeited seizure of evidence as follows:

Fund	
Current Appropriation:	$64,199,797
Increase in Appropriation:	$ 25,000
Amended Appropriation:	$64,224,797

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 _____ day of _____, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Date Published: _____

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 39-18, Amending Chapter 2.20 of the Richland Municipal Code related to the Code Enforcement Board

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	39-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 39-18, amending Chapter 2.20 of the Richland Municipal Code related to the Code Enforcement Board.

Summary:
The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 39-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.20 RMC. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

First reading occurred on July 17, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 39-18.

Fiscal Impact: None.

Attachments:
1. Ordinance No. 39-18

ORDINANCE NO. 39-18

AN ORDINANCE of the City of Richland amending Chapter 2.20 of the Richland Municipal Code related to the Code Enforcement Board.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.20, entitled Code Enforcement Board, as first enacted by Ordinance No. 05-10, and last amended by Ordinance No. 29-15, is hereby amended as follows:

Chapter 2.20
CODE ENFORCEMENT BOARD

Sections:

2.20.050 Purpose.
2.20.010 Code enforcement board created~~ion~~; membership.
~~2.20.020 Membership~~.
~~2.20.030 Removal – Vacancies.~~
2.20.040 Meetings~~, officers, records, and quorum~~.
2.20.050 ~~Powers and d~~Duties.
2.20.060 Severability. ~~Expenditures – Budget.~~
~~2.20.070 Staff assistance.~~

2.20.050 Purpose.
The purpose and intent of this chapter is to establish an impartial board of citizen members serving in a quasi-judicial capacity to hear appeals and render decisions regarding civil violations of the Richland Municipal Code.

2.20.010 Code enforcement board created~~ion~~; membership.
There is created a code enforcement board ~~(hereinafter referred to as the "board")~~ for the city of Richland (hereinafter "board"). ~~The board shall hear appeals and render decisions regarding civil violations of the Richland Municipal Code.~~ The board shall be composed of five (5) voting members appointed by city council pursuant to RMC 2.04.110. Members shall serve staggered two-year terms and until their successors are appointed and confirmed.

~~**2.20.020 Membership.**~~
~~The board shall be composed of five voting members appointed by city council. All members of the board shall be residents of the city of Richland, both at the time of their appointment and for the full term of their appointment. Selection of members shall follow established procedures as set forth in RMC 2.04.120~~. Members shall serve staggered two-year terms and until their successors are appointed and confirmed. ~~No person shall serve more than four terms or eight consecutive years. In the instance of an appointment to fill a vacancy for an unexpired term, a full term shall be considered a period in excess of one year.~~

~~**2.20.030 Removal – Vacancies.**~~
~~The board may, by majority vote, recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Vacancies created by removal of office, resignation, change in residency outside of the city of Richland or for any other reason, other than by expiration of term, shall be filled for any unexpired term in the manner used for regular appointments.~~

2.20.040 Meetings~~, officers, records, and quorum~~.
~~The board shall elect its own chairperson and vice-chairperson and create and fill such other offices as it may determine it requires.~~ The ~~committee~~ board shall hold regular meetings at a time to be determined at the first meeting of each year. Workshops and special meetings may be called by the board at the board's discretion. ~~All meetings shall be open to the public and a specific time period will be provided on the agenda to receive public comments. It shall adopt rules for transaction of business and shall keep a record of its meetings, resolutions, transactions, findings and determinations, which record shall be open to public inspection.~~ All quasi-judicial hearings held by the board shall be audio-recorded.

~~Any three members of the board shall constitute a quorum for the transaction of business. An agenda shall be prepared and distributed prior to each meeting, which sets forth a specified time period during which individual items of business shall be discussed. The time period may be extended, but only by a vote of a majority of board members present.~~

~~Board action requires three affirmative votes of those present at any regular or special meeting.~~

2.20.050 ~~Powers and d~~Duties.
The code enforcement board~~'s express mission and purpose~~ shall perform the following duties~~ include the following~~:

A. Conduct hearings on civil violations of the Richland Municipal Code;

B. Determine whether the city has established by a preponderance of the evidence that a civil violation of the Richland Municipal Code has occurred;

C. Assess monetary penalties in instances where it has been determined that civil violations of the Richland Municipal Code have occurred;

D. Adopt rules of procedure for hearings concerning civil violations of the Richland Municipal Code;

E. Conduct hearings on appeal of any notice of civil trespass issued pursuant to Chapter 2.34 RMC;

~~F. Act in an advisory capacity to the city council, city manager and staff in matters relating to code enforcement and civil violations;~~

F~~G~~. Perform such other duties and provide such additional information, assistance and advice to the city council as the city council may request or direct.

2.20.060 Severability.~~ Expenditures – Budget.~~
~~The expenditures of the committee, exclusive of donations, shall be limited to appropriations. All services requiring appropriations shall be submitted through the budget of the police services department.~~If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional or invalid, such decision shall not affect the validity to the remaining portions of this chapter and the same shall remain in full force and effect.

~~2.20.070 Staff assistance.~~
~~The staff of the various departments within the city, as assigned by the city manager, shall provide staff assistance and shall also serve to facilitate communications by the code enforcement board to the city council.~~

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
MARCIA HOPKINS, City Clerk

_____
HEATHER KINTZLEY, City Attorney

Date Published: August 12, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 40-19, Amending Chapter 2.11 of the Richland Municipal Code related to the Americans with Disabilities Citizens Review Committee

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	40-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 40-18, amending Chapter 2.11 of the Richland Municipal Code related to the Americans with Disabilities Citizen Review Committee.

Summary:
The City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity. Over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult. On May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices. However, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment. This action is housekeeping in nature.

Proposed Ordinance No. 40-18 eliminates the conflicts currently existing between revised RMC 2.04.110 and Chapter 2.11 RMC. In addition, some minor edits are proposed to create a consistent format that will be used in each individual board, commission and committee chapter under the RMC.

First reading was given on July 17, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 40-18.

Fiscal Impact: None.

Attachments:
1. Ordinance No. 40-18

ORDINANCE NO. 40-18

AN ORDINANCE of the City of Richland amending Chapter 2.11 of the Richland Municipal Code related to the Americans with Disabilities Citizens Review Committee.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to bring it into alignment with current practices and to eliminate conflict and ambiguity; and

WHEREAS, over time, disparate regulations have been codified for the City's various boards, commissions and committees which make consistent and clear administration difficult; and

WHEREAS, on May 15, 2018, Council approved Ordinance No. 21-18, which amended RMC 2.04.110 to lend consistency to the overall administration of the City's boards, commissions and committees, and to bring the Richland Municipal Code into alignment with current practices; and

WHEREAS, in the process of adopting Ordinance No. 21-18, the City created temporary conflicts in existing individual board, commission and committee code sections that now require amendment; and

WHEREAS, an element of the City's strategic plan is to ensure that proper foundational authorities are in place to allow for successful government.

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

Section 1. Richland Municipal Code Chapter 2.11, entitled Americans with Disabilities Citizens Review Committee, as first enacted by Ordinance No. 49-93, and last amended by Ordinance No. 40-98, is hereby amended as follows:

Chapter 2.11
AMERICANS WITH DISABILITIES CITIZENS REVIEW COMMITTEE

Sections:

2.11.005 Purpose.
2.11.010 Americans with Disabilities Act citizens review committee created; membership.
~~**2.11.020 Removal – Vacancies.**~~
2.11.030 Meetings~~, officers, records, and quorum~~.
2.11.040 Duties~~ of the committee~~.
2.11.050 **Severability.** ~~**Expenditures – Budget.**~~
~~**2.11.060 Staff assistance.**~~

2.11.005 Purpose.
The purpose and intent of this chapter is to establish and make available a citizens committee to review those complaints pertaining to the Americans with Disabilities Act as implemented and administered by the city of Richland. The Americans with Disabilities Act citizens review committee will provide a hearing, listen to and formulate a decision based upon information provided in the hearing. The decision shall be made in writing with a copy of the decision provided to the complainant and a copy provided to the city's Americans with Disabilities Act coordinator. This decision, upon a written appeal by the complainant, will be forwarded to the Richland city council. The city council will be responsible to issue a final written decision on appeal.

2.11.010 Americans with Disabilities Act citizens review committee created; membership.
There is created within the city of Richland an Americans with Disabilities Act citizens review committee. The committee will be composed of five (5) members appointed by the city council pursuant to RMC 2.04.110. Members shall serve staggered three-year terms and until their successors are appointed and confirmed. ~~Two of the five members shall be citizens of Richland. The other three members may be selected from outside of the city limits.~~

~~The members of the committee shall be selected without regard to political affiliation and shall serve without compensation.~~ Persons with disabilities or persons working with persons with disabilities will be encouraged to join the committee to provide a balanced perspective to decision-making concerning these issues. ~~Selection of members shall follow established procedures as set forth in RMC 2.04.120.~~ Elected officials, the disabled community, business or nonprofit sectors, education and the health/medical profession shall be considered for membership on this committee.

~~**2.11.020 Removal – Vacancies.**~~
~~The committee, by majority vote, may recommend to the city council removal of an appointed member upon such grounds as may be deemed appropriate by the committee. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Unexcused absences from any two consecutive meetings shall be grounds for removal. Vacancies shall be filled in the manner used for regular appointments to the committee.~~

2.11.030 Meetings~~, officers, records, and quorum~~.
~~A. The committee shall elect its own chairperson and vice-chairperson and create and fill such other offices it may determine it requires.~~ The committee shall meet ~~initially for the purpose of establishing its operating procedures. It will then meet~~ only at such time as an appeal is filed from a decision made by the Americans with Disabilities Act coordinator. ~~A record shall be kept of its meetings, findings and determinations, which records shall be open to public inspection.~~

~~B. Three members of the committee shall constitute a quorum for the provision of a hearing. A member not present at the time of the hearing shall not participate in a decision unless the member reads and reviews all of the record made at such a hearing.~~

2.11.040 Duties ~~of the committee~~.
The committee shall perform the following duties:

A. The committee shall serve as a hearing board for complaints regarding implementation and administration of the Americans with Disabilities Act for the city of Richland. All such hearings shall be open to the public following publication of a notice for such hearing in the legal newspaper for the city of Richland. Notice shall be given to the complainant at least five (5) business days prior to the hearing.

B. The committee shall hear only those complaints which pertain specifically to policies, equipment, property and responsibilities of the city of Richland and only those complaints that have been first addressed by and responded to by the Americans with Disabilities Act coordinator. No appeal for a hearing will proceed until the coordinator issues a written determination to a written and filed complaint.

C. The committee shall maintain a written log of activities in which it is involved and shall report, upon invitation, to the city council in written format ~~annually~~ of its involvement on behalf of the city.

D. All hearings shall be recorded and a written transcript shall be maintained by ~~in the files of~~ the city's ~~coordinator of the~~ Americans with Disabilities Act coordinator.

E. A written decision shall be issued within thirty (30) calendar days from the date the committee ~~receives~~ holds a hearing on a complaint.

F. The complainant may appeal the committee's decision. Any such appeal must be submitted to the city clerk's office within thirty (30) calendar days of the date of mailing of the committee's decision to the complainant. If a timely appeal is filed, it will be placed on the next available regular or special city council agenda for council consideration. The committee will provide the city council with all records relevant to the matter on appeal. The city council's decision on the appeal shall be final and not subject to further appeal. ~~Within 30 days of the date of mailing of the decision of the committee to the complainant, an appeal of the committee's decision must be filed with the city clerk for placing the appeal on the next available regular or special city council agenda.~~

2.11.050 Severability. ~~Expenditures – Budget.~~
~~The expenditures of the committee shall be limited to appropriations made to the budget line item for implementation and administration of the Americans with Disabilities Act. The services and facilities of the city of Richland shall be utilized by the committee in performing its duties unless specific services are authorized by the city council.~~ If any one or more sections, subsections or sentences of this chapter are held to be unconstitutional

or invalid, such decision shall not affect the validity to the remaining portions of this chapter and the same shall remain in full force and effect.

~~**2.11.060 Staff assistance.**~~
~~The city's coordinator shall provide staff assistance to the committee and shall serve to facilitate communications by the committee to the city council.~~

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Date Published: August 12, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 41-18, Amending the 2018 Budget to Increase Legal Fees

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	41-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No.41-18, amending the 2018 budget to increase legal fees.

Summary:
City staff has determined that the services of outside legal counsel with specialized expertise are needed to support the City Attorney's Office in litigating three (3) specific unanticipated cases filed after budget preparation for 2018 was complete. Due to the timing and the unanticipated nature of the litigation, no funds were appropriated in the General Fund for legal fees related to this litigation. Council has been briefed on all three matters in executive session.

Based on credible estimates and the history of legal fees spent to date, Staff estimates that $138,000 in additional funding is required to pay the legal expenses on the three cases through 2018. Sufficient unappropriated funds are available to support the required budget adjustment.

Pursuant to RCW 35.33.091, a public hearing was held on July 17, 2018 regarding the requested increase in appropriations from beginning fund balance in the General Fund. No public comment was provided. First reading also occurred on July 17, 2018. No exceptions were taken.

Staff recommends approval of Ordinance No. 41-18.

Fiscal Impact: Ordinance No. 41-18 will appropriate $138,000 from unappropriated general fund balance, bringing the new General Fund appropriation for 2018 to $64,190,240.

Attachments:
1. Ordinance No. 41-18

ORDINANCE NO. 41-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations for legal expenses and declaring that a public emergency exists in the City's General Fund.

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

WHEREAS, City staff has determined that the services of outside legal counsel with specialized expertise are needed to support the City Attorney's Office in litigating three (3) specific unanticipated cases brought against the City after budget preparation for 2018 was complete; and

WHEREAS, $138,000 in funding is required to pay the legal expenses relating to this three separate cases; and

WHEREAS, due to the timing and the unanticipated nature of the litigation, no funds were appropriated in the General Fund for legal fees related to this litigation; and

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

WHEREAS, pursuant to RCW 35.33.091, a public hearing was held on July 17, 2018 regarding the increase in appropriations from beginning fund balance in the General 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 circumstances described above, the City Council declares that a public emergency exists in the General Fund.

Section 3. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide additional appropriations in the General Fund from unappropriated fund balance as follows:

General Fund	
Current Appropriation:	$ 64,052,240
Increase in Appropriation:	$ 138,000
Amended Appropriation:	$ 64,190,240

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Date Published: August 12, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness
Key 6 - Community Amenities

Subject:
Ordinance No. 42-18, Amending the 2018 Budget to Provide Additional Appropriations in the Community Development Block Grant, HOME, Streets Capital Construction and Parks Project Construction Funds

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	42-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 42-18, amending the 2018 Budget to provide for additional appropriations in the City's Community Development Block Grant, HOME, Streets Capital Construction and Parks Project Construction Funds.

Summary:
On May 1, 2018, the U.S. Department of Housing and Urban Development (HUD) notified the City of 2018 grant award amounts for CDBG and HOME. The 2018 budget included estimates of the CDBG and HOME grant awards from HUD that are lower than the actual award.

Additionally, insufficient funds were appropriated in the Streets Capital Construction Fund, Parks Project Construction Fund, CDBG Fund and HOME Fund to complete the projects approved with the 2018 grant awards.

The increased appropriations for the Streets Capital Construction Fund will cover approved ADA projects, including the installation of new pedestrian audible signals.

The increased appropriations for the Parks Construction Fund will cover approved improvements at Goethals Park.

This ordinance appropriates the additional HUD funds to support the completion of approved projects.

First reading was given on July 17, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 42-18.

Fiscal Impact:	The proposed ordinance will add $276,159 to expense appropriations for the CDBG and HOME funds, which funding will come from HUD. The proposed ordinance also increases expense appropriations for the Streets Capital Construction fund by $127,650 and the Parks Project Construction Fund by $75,000, which funding will come from CDBG grants.

Attachments:
1. Ordinance No. 42-18
2. HUD award Letter

ORDINANCE NO. 42-18

AN ORDINANCE of the City of Richland amending the 2018 Budget to provide for additional appropriations in the City's Community Development Block Grant, HOME, Streets Capital Construction and Parks Project Construction Funds from HUD grant awards.

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

WHEREAS, the 2018 budget included estimates of the CDBG and HOME grant awards to be received; and

WHEREAS, on May 1, 2018, the U.S. Department of HUD notified the City of the actual 2018 grant award amounts for CDBG of $306,966 and HOME of $698,293; and

WHEREAS, insufficient funds were appropriated in the Streets Capital Construction, Parks Project Construction, CDBG Fund and HOME Funds to complete the projects approved with the 2018 grant awards.

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

Section 1. Amendment of the 2018 Budget. The 2018 Budget is hereby amended to provide for additional appropriations in the following funds from CDBG and HOME grant funding:

Community Development Block Grant Fund

Current Appropriation:	$ 727,802
Increase in Appropriation:	51,766
Amended Appropriation:	$ 779,568

HOME Fund

Current Appropriation:	$ 1,466,096
Increase in Appropriation:	224,393
Amended Appropriation:	$ 1,690,489

Streets Capital Construction Fund

Current Appropriation:	$30,978,695
Increase in Appropriation:	127,650
Amended Appropriation:	$31,106,345

Parks Project Construction Fund

Current Appropriation:	$ 4,607,304
Increase in Appropriation:	75,000
Amended Appropriation:	$ 4,682,304

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

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Date Published: August 12, 2018

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

RECEIVED
City Manager's Office
MAY 16 2018
City of Richland
Washington
COPY

May 1, 2018

The Honorable Robert Thompson
Mayor of Richland
505 Swift Boulevard
Richland, WA 99352

Dear Mayor Thompson:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2018 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special needs populations across the country. President Donald J. Trump signed Public Law 115-141 on March 23, 2018, which includes FY 2018 funding for these programs. Your jurisdiction's FY 2018 available amounts are:

Community Development Block Grant (CDBG)	$306,966
HOME Investment Partnerships (HOME)	$698,293
Housing Opportunities for Persons With AIDS (HOPWA)	$ 0
Emergency Solutions Grants (ESG)	$ 0
Housing Trust Fund (HTF)	$ 0

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide quality, affordable housing, a stable living environment, expand economic opportunities for low and moderate-income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regards to the impact of these formula grant programs.

To strengthen controls for the effective use of these formula funds, HUD urges grantees to continually evaluate policies and procedures governing implementation of these programs and to make adjustments as necessary. As a former local official who implemented CPD programs, I understand the benefit this funding brings to the local level as well as the management responsibilities that come with these Federal dollars. Only with constant analysis of how these critical funds are being used can we expect to fulfill our stewardships. The CPD team is prepared to assist you and your staff in achieving these goals through a wide range of training and technical assistance opportunities.

CPD is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Field Office Director.

Sincerely,

Neal J. Rackleff
Assistant Secretary

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Ordinances - Second Reading/Passage

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Ordinance No. 43-18, Repealing Richland Municipal Code Chapter 2.19 related to Management of the Municipal Parking Areas

Department:	Ordinance/Resolution Number:	Document Type:
City Attorney	43-18	Ordinance

Recommended Motion:
Give second reading and pass Ordinance No. 43-18, repealing Richland Municipal Code Chapter 2.19 related to management of the municipal parking areas.

Summary:
On May 16, 1994, Richland City Council passed Ordinance No. 26-94, authorizing creation of the Central Business District Parking Committee ("Committee"). The Committee was intended to be a standing committee consisting of merchants and/or property owners adjacent to the Uptown and Downtown (i.e., The Parkway) parking areas tasked with reviewing requests for use of the City's newly-acquired parking facilities. The Committee contemplated by Ordinance No. 26-94 was never fully impaneled, with City records indicating that only two (2) appointments to the Committee were made, occurring over twenty years ago in March of 1995.

Creation of the Uptown Business Improvement District (UBID) in 2003 and the Downtown Business Improvement District (DBID) in 2007 rendered the Central Business District Parking Committee obsolete. The UBID and DBID are fulfilling the City's needs and expectations related to parking and other issues associated with use of the City's parking lots at both the Uptown and The Parkway. Further, there are no other municipal parking lots with similar characteristics to those at The Parkway and the Uptown that would benefit from the work of the Central Business District Parking Committee.

In conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking a housekeeping action to repeal the 1994 Central Business District Parking Committee. First reading was given on July 17, 2018. No exceptions were taken. Staff recommends approval of Ordinance No. 43-18, repealing Chapter 2.19 RMC.

Fiscal Impact: None.

Attachments:
1. Ordinance No. 43-18

ORDINANCE NO. 43-18

AN ORDINANCE of the City of Richland repealing Richland Municipal Code Chapter 2.19 related to management of the municipal parking areas.

WHEREAS, on May 16, 1994, Richland City Council passed Ordinance No. 26-94, authorizing creation of the Central Business District Parking Committee, which was intended to be a standing committee consisting of merchants and/or property owners adjacent to the Uptown and Downtown (i.e., The Parkway) parking areas tasked with reviewing requests for use of the City's newly-acquired parking facilities; and

WHEREAS, the parking committee contemplated by Ordinance No. 26-94 was never fully empaneled, with City records indicating that only two (2) appointments to the committee were made, occurring over twenty years ago in March of 1995; and

WHEREAS, City Council adopted Ordinance No. 29-03 on July 1, 2003 to create the Uptown Business Improvement District (UBID). Since that time, the UBID has fulfilled the City's needs and expectations with regard to parking issues concerning the Uptown, thereby rendering the Central Business District Parking Committee obsolete as it relates to the Uptown; and

WHEREAS, City Council adopted Ordinance No. 03-07 on February 6, 2007 to create the Downtown Business Improvement District (DBID). Since that time, the DBID has fulfilled the City's needs and expectations with regard to parking issues concerning The Parkway, thereby rendering the Central Business District Parking Committee obsolete as it relates to The Parkway; and

WHEREAS, there are no other municipal parking lots with similar characteristics to those at The Parkway and the Uptown that would benefit from the work of the Central Business District Parking Committee; and

WHEREAS, the City has need, from to time, to amend the Richland Municipal Code to bring the code into alignment with current practices and to eliminate conflicts and ambiguities; and

WHEREAS, in conjunction with an overall effort to streamline administration of the City's various boards, commissions and committees, the City is undertaking this housekeeping action to repeal the 1994 Central Business District Parking Committee.

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

Section 1. RMC Chapter 2.19, entitled Management of the Municipal Parking Areas, enacted by Ordinance No. 26-94 and last amended by Ordinance No. 31-03 and the 2011 recodification, shall be amended to read as follows:

~~Chapter 2.19~~
~~MANAGEMENT OF THE MUNICIPAL PARKING AREAS~~

~~**Sections:**~~

~~**2.19.005 Purpose.**~~
~~**2.19.010 Central business district parking committee created.**~~
~~**2.19.020 Removal – Vacancies.**~~
~~**2.19.030 Meetings, officers, records, and quorum.**~~
~~**2.19.040 Duties of the committee.**~~
~~**2.19.050 Expenditures – Budget.**~~
~~**2.19.060 Staff assistance.**~~

~~2.19.005 Purpose.~~

~~The purpose and intent of this chapter is to establish and make available a standing committee consisting of merchants and/or owners of property in the uptown and downtown parking areas to review those requests for use of facilities submitted to the committee. The committee will develop criteria, regulations, insurance and liability requirements and code of conduct for the users who are approved to use the uptown and downtown parking areas during the calendar year. Fees shall be established based upon criteria established by the committee and administered by the city of Richland. The committee will provide the function of formulating and recommending to the deputy city manager for community and development services a decision to accept or deny an application for use of the facility. A primary consideration shall be the impact such use may have on businesses currently located in the uptown and downtown parking areas. The recommendation to the deputy city manager for community and development services shall be made in writing within five days of the meeting to review the application. The decision will be forwarded to community and development services group in order to be communicated to the applicant. It is understood that this is a recommendation only and the ultimate determination on use shall remain with the city.~~

~~2.19.010 Central business district parking committee created.~~

~~There is created within the city of Richland the central business district parking committee. The committee will be composed of five merchants or owners appointed by the city council. To qualify for service on the committee, the member must either own or operate a business in the Uptown Shopping Center or own property in the Uptown Shopping Center. In the event that the city acquires ownership of the downtown shopping area parking lots, eligibility for membership will also be extended to those who operate businesses or own property in the downtown shopping area and the size of the committee~~

~~will be expanded to seven persons. Members shall serve staggered two-year terms and until their successors are appointed and confirmed.~~

~~The members of the committee shall be selected by the city council without regard to political affiliation and shall serve without compensation. The committee shall consist of the current president of the uptown merchants association, the first past president of that association and one member of the association with a demonstrated interest in increasing business activity in the uptown business area.~~

~~Additionally, the current president of the uptown property owners' association and another interested property owner will constitute the membership of this committee. If the ownership for the downtown parking areas are acquired and the membership of the committee increases, the committee shall also include the current president of the downtown merchants association and one other member of the association with a demonstrated interest in increasing business activity in the downtown business area. Efforts shall be made to include members on the committee who are available in the community so as to make the process efficient and allow for timely review and response to applicants. Selection of members shall follow established procedures as set forth in RMC 2.04.120. The city of Richland will be represented at the review meetings by a member of the community development staff for early involvement and to prepare for smooth administration and communication.~~

~~2.19.020 Removal – Vacancies.~~
~~The committee may, by majority vote, recommend to the city council the removal of an appointed member upon such grounds as may be deemed appropriate by the committee. The city council, by majority vote, may remove any appointed member of the committee and declare the position vacant. Unexcused absences from any two consecutive meetings shall be grounds for removal. Vacancies shall be filled in the manner used for regular appointments to the committee.~~

~~2.19.030 Meetings, officers, records, and quorum.~~
~~A. The committee shall elect its own chairperson and vice-chairperson and create and fill such other offices it may determine it requires. The committee shall meet initially for the purpose of establishing its operating procedures. It will then meet only at such time as an application has been received by the city for use of municipally owned property in the central business district. A written record shall be kept of its meetings and the recommendations it makes to the city.~~

~~B. Three members of the committee shall constitute a quorum for the decision to make a recommendation to the city.~~

~~2.19.040 Duties of the committee.~~
~~The committee shall perform the following duties:~~

~~A. The committee shall serve as a representative of central business district interests in reviewing and recommending to the community and development services group the calendar of uses for the municipally owned parking area.~~

~~B. The committee shall maintain a written log of activities in which it is involved and shall report to the city council in written format annually of its involvement on behalf of the city.~~

~~2.19.050 Expenditures – Budget.~~
~~The expenditures of the committee shall be limited to city of Richland staff involvement. The committee itself shall not receive any funding by the city of Richland and members shall serve as volunteers without compensation. There shall be no additional services or facilities provided by the city of Richland.~~

~~2.19.060 Staff assistance.~~
~~The city's community and development services group shall provide staff liaison assistance to the committee and shall serve to facilitate communications by the committee to the city council and to applicants for use of the parking area. The community and development services group will be responsible for coordinating the activities of other municipal departments involved in parking area maintenance and financing as they relate to the committee's deliberations.~~

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Date Published: August 12, 2018

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 94-18, Authorizing a Sewer Latecomer Agreement with Pahlisch Homes at Westcliffe Heights, LLC

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	94-18	Resolution

Recommended Motion:
Adopt Resolution No. 94-18, authorizing the City Manager to sign and execute a sewer latecomer agreement with Pahlisch Homes at Westcliffe Heights, LLC.

Summary:
The Westcliffe Heights subdivision is located on the southern most portion of the now constructed Queensgate Drive alignment. The developer of Westcliffe Heights, Pahlisch Homes at Westcliffe Heights, LLC ("Developer"), constructed an off-site 8-inch sanitary sewer main in the Queensgate Drive alignment to serve properties that are not owned by the Developer.

Chapter 35.91 RCW and Chapters 3.10 and 17.70 of the Richland Municipal Code allow developers to be reimbursed for a portion of the costs required to extend off-site utilities. The Public Works Director formulated an assessment reimbursement area based on the feasible service area for the sewer pipeline, and City staff negotiated a latecomer agreement with the Developer providing for reimbursement of the Developer's actual costs from future development connection fees. City staff also notified affected property owners to be assessed under the latecomer agreement. No objections to the agreement have been communicated to staff. The property owners will not be assessed under the terms of the agreement unless and until development activity occurs on their land and connections are made to the installed sewer pipeline.

Staff recommends approval of Resolution No. 94-18.

Fiscal Impact:	The latecomer agreement will have no fiscal impact on the City. The agreement commits the City to collect and reimburse construction costs to Pahlisch Homes at Westcliffe Heights, LLC from future developers who connect to the sewer main.

Attachments:
1. Resolution No. 94-18
2. Draft Latecomer Agreement - Pahlisch Homes at Westcliffe Heights, LLC,

RESOLUTION NO. 94-18

A RESOLUTION of the City of Richland authorizing a sewer latecomer agreement with Pahlisch Homes at Westcliffe Heights, LLC.

WHEREAS, Pahlisch Homes at Westcliffe Heights, LLC, the developer of the Westcliffe Heights subdivision (hereinafter "Developer"), constructed an off-site 8-inch sanitary sewer main in the Queensgate Drive alignment to serve properties that are not owned by the Developer; and

WHEREAS, this sewer main will provide sanitary sewer service to other nearby properties that Queensgate Drive passes through; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, the City has approved the construction of, and will accept as a City facility, the sanitary sewer main constructed by the Developer; and

WHEREAS, the Public Works Director has formulated an assessment reimbursement area based on the feasible service area for the sewer pipeline; and

WHEREAS, the Developer has presented documentation to the City Engineer showing the engineering and estimated construction costs of said sanitary sewer main, and the City Engineer has reviewed the documents submitted; and

WHEREAS, the Developer wishes to be reimbursed for the costs of constructing the sanitary sewer main that does not benefit its development, but instead benefits the future developments that it crosses through; and

WHEREAS, the City wishes to provide the reimbursement sought by the Developer as part of its strategy to promote cost-effective infrastructure construction necessary to service development; and

WHEREAS, City staff and the Developer have negotiated a latecomer agreement providing for reimbursement of the Developer's actual costs from future program revenues; and

WHEREAS, staff recommends executing the agreement as it is in the City's best interest to promote the timely and orderly construction of its sewer system.

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 Sewer Latecomer Agreement with Pahlisch Homes at Westcliffe Heights, 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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

WHEN RECORDED RETURN TO:

City of Richland
City Engineer
505 Swift Blvd. MS-26
Richland, WA. 99352

SEWER LATECOMER AGREEMENT

PARCEL I.D. NUMBERS:

1-3498-300-0001-004 (85.61 acres) C & J Land Company LLC	1-3498-201-0595-003 (0.66 Acres) C & J Land Company LLC
1-3498-200-0005-003 (119.97 Acres) C & J Land Company LLC	1-3498-201-0595-004 (2.21 Acres) C & J Land Company LLC
1-3498-200-0007-000 (4.53 Acres) William L Jr. & Holly D Wilson	1-3498-201-2049-004 (19.64 Acres) C & J Land Company LLC
1-3498-200-0006-000 (5.00 Acres) C & J Land Company LLC	1-3498-201-3241-003 (1.14 Acres) C & J Land Company LLC
1-3498-201-0595-001 (14.54 Acres) Richland School District	1-3498-201-3241-004 (5.97 Acres) C & J Land Company LLC
1-3498-201-0595-002 (2.95 Acres) C & J Land Company LLC	1-3498-201-3241-005 (1.06 Acres) C & J Land Company LLC

This Agreement is made this ___ day of August, 2018 (the "Effective Date") between the **City of Richland**, a municipal corporation and City of the First Class ("City"), located at 505 Swift Blvd., Richland, WA 99352, and **Pahlisch Homes at Westcliffe Heights, LLC**, an Oregon limited liability company ("Developer"). Developer and City are referred to collectively as the "Parties."

WHEREAS, the developer of the Westcliffe Heights subdivision constructed an off-site 8-inch sanitary sewer main in the Queensgate Drive alignment to serve properties that are not owned by the Developer as described on the attached **Exhibit A**; and

WHEREAS, this sewer main will provide sanitary sewer service to other nearby properties that Queensgate Drive passes through; and

WHEREAS, Chapter 35.91 RCW and Chapters 3.10 and 17.70 RMC allow developers to be reimbursed for a portion of the costs required to extend off-site utilities; and

WHEREAS, the City has approved the construction of, and will accept as a City facility, the sanitary sewer main constructed by the Developer. Acceptance is subject to the sewer main meeting the City's inspection requirements and standard specifications; and

WHEREAS, The City agrees to bear all future maintenance and operation costs of said sanitary sewer main; and

WHEREAS, the Public Works Director has formulated an assessment reimbursement area based on the feasible service area for the sewer pipeline. The assessment reimbursement area is comprised of the parcels listed above; and

WHEREAS, the Developer has presented documentation to the City Engineer showing the engineering and estimated construction costs of said sanitary sewer main, and the City Engineer has reviewed the documents submitted; and

WHEREAS, the Parties agree that the estimated cost of said sewer main construction is $140,026.04; and

WHEREAS, the Developer wishes to be reimbursed for the costs of constructing the sanitary sewer main that does not benefit its development, but instead benefits the future developments that it crosses through; and

WHEREAS, the City wishes to provide the reimbursement sought by the Developer as part of its strategy to promote cost-effective infrastructure construction necessary to service development.

NOW THEREFORE, in consideration of the Developer's constructing and dedicating a sewer main as part of the City's sanitary sewer system, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Connection to Sewer Facility

The City hereby agrees that none of the above properties will be authorized to connect into or use said sewer main without first paying to the City, in addition to any and all other costs and charges made and assessed for such tap or use, their fair prorated share of the cost for the construction of the sewer facility as determined herein. At the time of the initial connection to this sewer pipeline intended to serve an assessed parcel, the entire amount owed by the parcel shall be assessed.

Draft

2. Determination of Fair Share

The total cost of the sewer main shall be divided on a per acre basis between the above-noted parcels. These parcels comprise the assessment reimbursement area for the sanitary sewer main as described in RMC 3.10.040. Since the Developer's project will not receive sewer service from this pipeline, the entire cost of said pipeline will be collected from those properties in the assessment reimbursement area. The assignment of costs under this Agreement shall be as follows:

Total number of acres serviceable by sanitary sewer main: 263.28 acres
Cost of Sanitary Sewer Main: $140,026.04
$140,026.04 / 263.28 = $531.85 per acre

Consistent with this assessment method, the assessed amount for each parcel subject to this Agreement shall be as follows:

1. 1-3498-300-0001-004 (85.61 acres) = $45,531.68
2. 1-3498-200-0005-003 (119.97 Acres) = $63,806.04
3. 1-3498-200-0007-000 (4.53 Acres) = $ 2,409.28
4. 1-3498-200-0006-000 (5.00 Acres) = $ 2,659.25
5. 1-3498-201-0595-001 (14.54 Acres) = $ 7,733.10
6. 1-3498-201-0595-002 (2.95 Acres) = $ 1,568.96
7. 1-3498-201-0595-003 (0.66 Acres) = $ 351.02
8. 1-3498-201-0595-004 (2.21 Acres) = $ 1,175.39
9. 1-3498-201-2049-004 (19.64 Acres) = $10,445.53
10. 1-3498-201-3241-003 (1.14 Acres) = $ 606.31
11. 1-3498-201-3241-004 (5.97 Acres) = $ 3,175.14
12. 1-3498-201-3241-005 (1.06 Acres) = $ 563.76

The unpaid amounts of these assessments shall be subject to inflation, applied on January 1 of each year and based on the consumer price index – Seattle urban wage and clerical workers (CPI-W) July through June.

3. Repayment

The City hereby agrees to pay the Developer quarterly after receipt, any sums received from others during the term of this Agreement as their pro rata share of the cost of said sanitary sewer main. The quarterly periods shall end on March 31, June 30, September 30, and December 31. Payments will be due thirty (30) days after the close of each quarter. No transfer or assignment of the right to receive any such payments shall be binding upon the City unless it has received notice in writing of such transfer or assignment, and any such payment to the Developer or other persons shown in the City records as entitled to receive such payment before receipt of such notice shall discharge the City of its obligation under this paragraph to the extent of such payment.

4. Term

This Agreement shall continue in force and effect for a maximum of twenty (20) years from the date this Agreement is executed, or until the balance owed is paid in full, whichever occurs first. Nothing in this Agreement shall be construed to guarantee payment in full to Developer.

Draft

5. Recording

This Agreement shall not be enforceable against any party unless Developer has caused the same to be filed and recorded with the Benton County Auditor pursuant to RCW 35.91.020. This Agreement shall also be recorded against each parcel number listed at the beginning of this Agreement.

6. Notifications

Pursuant to RCW 35.91.020(6), every two (2) years from the date of execution of this Agreement, the Developer entitled to reimbursement under this Agreement shall provide the City with information, in writing, regarding the current name, address, and telephone number of the person, company, or partnership that originally entered into this Agreement. If the Developer fails to comply with the notification requirements within sixty (60) days of the specified time, then the City may collect any reimbursement funds owed to the Developer under this Agreement. Such latecomer fees collected will be deposited in the City's capital fund.

7. Governing Law/Forum Selection

The interpretation and enforcement of this Agreement shall be governed by the laws of the state of Washington. The Parties agree that Benton County is the appropriate venue for the filing of any civil action arising out of this Agreement. Developer expressly consents to personal jurisdiction in Benton County Superior Court.

8. Severability

In the event that any term or condition of this Agreement or application thereof to any person, entity, or circumstance is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

[*Signatures to follow*]

/
/
/
/
/
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Draft

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF RICHLAND

_____
Cynthia D. Reents, ICMA-CM
City Manager

PAHLISCH HOMES AT WESTCLIFFE HEIGHTS, LLC

_____
Dennis Pahlisch, President

Approved as to form:

_____
Heather Kintzley, City Attorney

STATE OF WASHINGTON)
: ss.
County of Benton)

I certify that I know or have satisfactory evidence that **CYNTHIA D. REENTS** is the person who appeared before me, and said person acknowledged that she signed this instrument, and on oath stated that she is authorized to execute the instrument and acknowledged it, as the **City Manager of the City of Richland**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2018.

_____
←print name
Notary Public in and for the State of Washington.
Residing at: _____, Washington
My appointment expires _____.

Draft

STATE OF _____)
: ss.
County of _____)

I certify that I know or have satisfactory evidence that **DENNIS PAHLISCH** is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute the instrument and acknowledged it, as the **President of Pahlisch Homes at Westcliffe Heights, LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

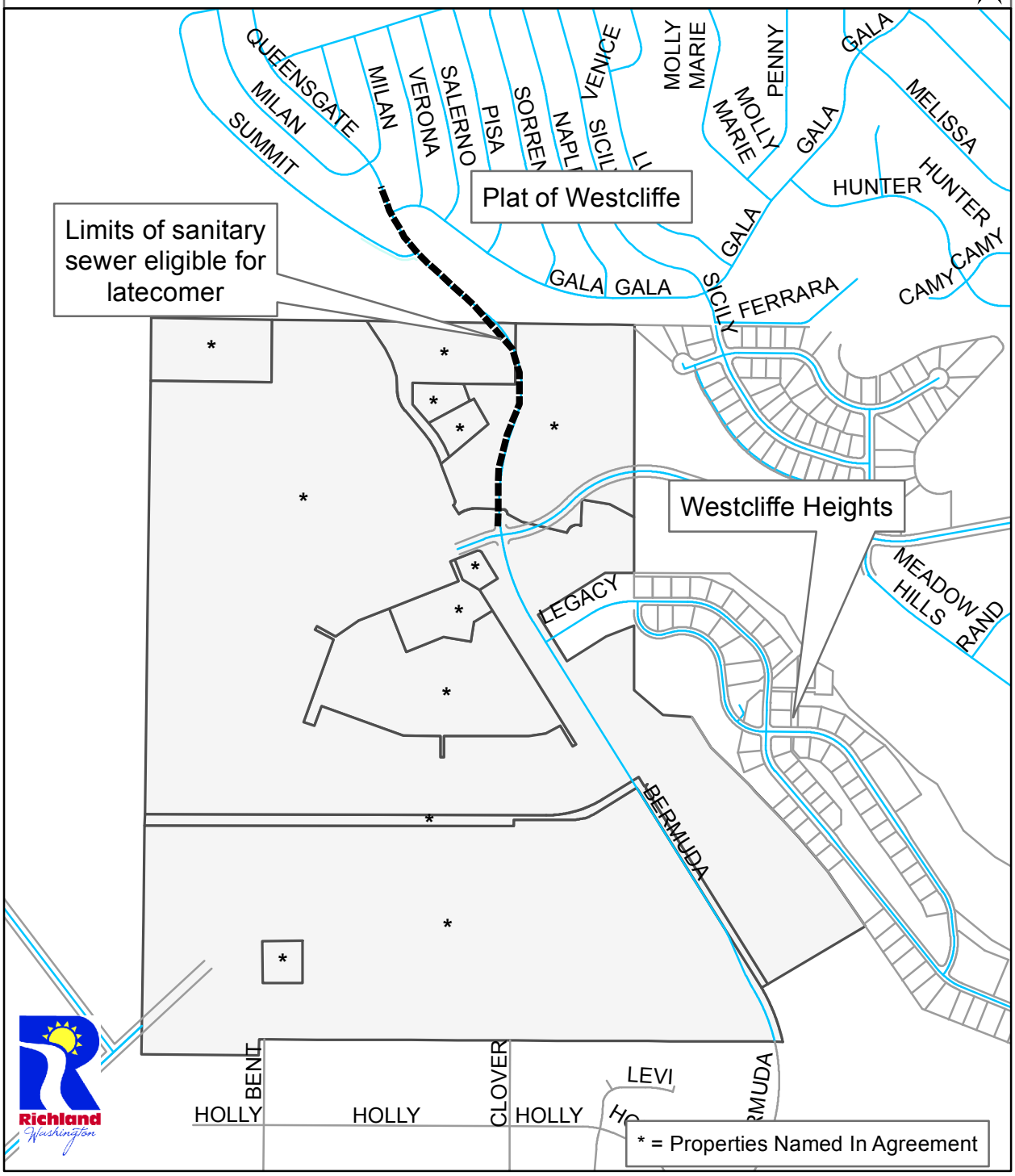
DATED: _____, 2018.

_____
←*print name*
Notary Public in and for the State of Washington.
Residing at: _____, Washington
My appointment expires _____.

Draft

Westcliffe Heights Latecomer Agreement

Exhibit A



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 113-18, Rejecting the Bid for the Swift Boulevard Improvements Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	113-18	Resolution

Recommended Motion:
Approve Resolution No. 113-18 rejecting the bid received for the Swift Boulevard Improvements project.

Summary:
The City's Swift Corridor strategy is a high profile investment in the City's downtown / waterfront area. The City Hall building and site development is well underway, and is scheduled for completion in mid-2019.

A complimentary element of the strategy involves upgrading Swift Boulevard with features supporting the City's vision for an active downtown. The project will modify Swift Boulevard between Jadwin Avenue and Stevens Drive to enhance bicycle and pedestrian use, update traffic signals and street lighting, and add street trees.

The project was programmed to be constructed in 2018. Staff completed the design documents and advertised the project for contractor bids after the project funding package was assembled. On July 10, 2018, the City received only one (1) bid. The one bid far exceeded the engineer's estimate and project budget. Staff attributes the poor bid results to the late season bid in a very strong construction economy.

Staff recommends that Council reject the bid and direct staff to reevaluate the project with the goal of rebidding the project to deliver improvements meeting the Swift Corridor objectives in coordination with the City Hall construction project. Staff believes this will lead to street construction work occurring in the spring of 2019 as the City Hall building and site are nearing completion.

Fiscal Impact:	The total bid price for the one (1) bid received was $3,179,736, which included $429,184 in water and electrical utility infrastructure. Excluding the utility costs, which were to be covered by utility funds, the total cost of the street work, including engineering and construction contingency, would approach $3,100,000. The project budget for the street improvements is $1.65 million as proposed in Ordinance No. 38-18.

Attachments:
1. Resolution No. 113-18
2. 7-10-18 - Swift Blvd Improvements - 18-0015

RESOLUTION NO. 113-18

A RESOLUTION of the City of Richland rejecting the bid received for the Swift Boulevard Improvements.

WHEREAS, the 2018 – 2023 Capital Improvement Plan (CIP) includes a project titled the Swift Boulevard Improvements; and

WHEREAS, the Swift Boulevard Improvements project is a part of the City's Swift Corridor strategy intended to increase development and activity in the downtown / waterfront area; and

WHEREAS, on July 17, 2018, Council passed Ordinance No. 38-18, which increases the Swift Boulevard Improvements project budget to match the scope of work developed by the City's Public Works Department; and

WHEREAS, after completing project design, the City advertised the project for construction bids. The bid documents included several additive alternatives to provide the City with options to match the scope of work and project budget; and

WHEREAS, sealed bids were opened on Tuesday, July 10, 2018. Only one (1) bid was received. The one (1) bid price totaled $3,179,736; and

WHEREAS, the bid price received is more than $1,400,000 more than the revised project budget identified in Ordinance No. 38-18; and

WHEREAS, rejection of the one (1) bid is warranted because the bid price is well over the available budget, as amended. Further, receiving only one (1) bid deprives the City of an adequate representative sample to evaluate and determine a fair value for the work.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the bid received for the Swift Boulevard Improvements project is hereby rejected.

BE IT FURTHER RESOLVED that staff is directed to prepare the project for construction in early 2019 after a thorough evaluation of the project scope, design and budget.

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

City of Richland

DATE BIDS OPENED:	July 10, 2018	ITB #	18-0015
SWIFT BLVD IMPROVEMENTS			

				ENGINEER'S ESTIMATE		GRANITE CNST CO PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	SCHEDULE A - ROAD IMPROVEMENTS								
A-1	Mobilization.	1.00	LS	$35,000.00	35,000.00	115,000.00	115,000.00		-
A-2	SPCC plan.	1.00	LS	1,000.00	1,000.00	500.00	500.00		-
A-3	Roadway surveying.	1.00	LS	20,000.00	20,000.00	70,000.00	70,000.00		-
A-4	Project temporary traffic control.	1.00	LS	60,000.00	60,000.00	230,000.00	230,000.00		-
A-5	Temporary business signs.	1.00	LS	2,000.00	2,000.00	2,900.00	2,900.00		-
A-6	Removal of structure & obstructions.	1.00	LS	18,000.00	18,000.00	157,000.00	157,000.00		-
A-7	Clearing & grubbing.	1.00	LS	2,000.00	2,000.00	9,000.00	9,000.00		-
A-8	Tree trimming.	1.00	LS	2,000.00	2,000.00	2,900.00	2,900.00		-
A-9	Site restoration.	1.00	LS	25,000.00	25,000.00	24,000.00	24,000.00		-
A-10	ECS lead.	1.00	LS	1,000.00	1,000.00	500.00	500.00		-
A-11	Planing bituminous pavement.	1,891.00	SY	12.00	22,692.00	8.00	15,128.00		-
A-12	Grinding, including haul.	13,132.00	SY	20.00	262,640.00	9.50	124,754.00		-
A-13	Roadway excavation, including haul (including existing HMA).	4,291.00	CY	7.00	30,037.00	39.00	167,349.00		-
A-14	Embankment compaction.	23.00	CY	25.00	575.00	50.00	1,150.00		-
A-15	Crushed surface top course (2").	1,521.00	TON	22.00	33,462.00	43.00	65,403.00		-
A-16	Crushed surface base course (5").	3,328.00	TON	17.00	56,576.00	33.00	109,824.00		-
A-17	HMA Cl 1/2 in. PG 64-28	3,384.00	TON	80.00	270,720.00	92.00	311,328.00		-
A-18	Soil residual herbicide.	13,000.00	SY	0.50	6,500.00	0.14	1,820.00		-
A-19	Job mix compliance price adjustment.	1.00	CALC	1.00	1.00	(1.00)	(1.00)		-
A-20	Compaction price adjustment.	1.00	CALC	1.00	1.00	(1.00)	(1.00)		-
A-21	Asphalt cost price adjustment.	1.00	CALC	1.00	1.00	(1.00)	(1.00)		-
A-22	Cement concrete traffic curb & gutter.	3,277.00	LF	14.00	45,878.00	22.00	72,094.00		-
A-23	Cement concrete pedestrian curb.	124.00	LF	25.00	3,100.00	25.00	3,100.00		-
A-24	Cement concrete valley gutter.	10.00	LF	75.00	750.00	152.00	1,520.00		-
A-25	Cement concrete sidewalk ramp (Type 1A).	2.00	EA	900.00	1,800.00	1,780.00	3,560.00		-
A-26	Cement concrete sidewalk ramp (Type 1B).	30.00	EA	1,200.00	36,000.00	1,800.00	54,000.00		-
A-27	Cement concrete sidewalk ramp (Type 2A).	1.00	EA	900.00	900.00	1,800.00	1,800.00		-
A-28	Cement concrete sidewalk ramp (Type 2B).	2.00	EA	1,200.00	2,400.00	1,800.00	3,600.00		-
A-29	Cement concrete sidewalk, 4" thick.	3,150.00	SY	32.00	100,800.00	57.00	179,550.00		-
A-30	Cement concrete driveway entrance Type - 6" thick	385.00	SY	50.00	19,250.00	71.00	27,335.00		-
A-31	Solid wall storm sewer pipe 12 in. diameter.	76.00	LF	30.00	2,280.00	62.00	4,712.00		-
A-32	Solid wall storm sewer pipe 8 in. diameter.	20.00	LF	30.00	600.00	96.00	1,920.00		-
A-33	Solid wall storm sewer perf pipe 8 in. diameter.	144.00	LF	30.00	4,320.00	31.00	4,464.00		-
A-34	Trench safety.	240.00	LF	2.00	480.00	0.01	2.40		-
A-35	Imported pipe zone bedding.	240.00	LF	2.00	480.00	6.00	1,440.00		-
A-36	TV inspection of storm sewer pipe.	240.00	LF	5.00	1,200.00	4.00	960.00		-
A-37	Underground utility crossing - marked & unmarked.	10.00	EA	150.00	1,500.00	500.00	5,000.00		-

				ENGINEER'S ESTIMATE		GRANITE CNST CO PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-38	Catch basin.	8.00	EA	1,000.00	8,000.00	3,800.00	30,400.00		-
A-39	Replace catch basin frame & grate.	6.00	EA	400.00	2,400.00	1,350.00	8,100.00		-
A-40	New manhole frame & lid.	18.00	EA	350.00	6,300.00	1,350.00	24,300.00		-
A-41	Water valve box.	36.00	EA	150.00	5,400.00	750.00	27,000.00		-
A-42	Temporary pavement marking - short duration.	12,000.00	LF	1.00	12,000.00	0.20	2,400.00		-
A-43	Illumination system complete (10 new LED lights).	1.00	LS	55,000.00	55,000.00	55,000.00	55,000.00		-
A-44	Structural earth wall.	940.00	SF	50.00	47,000.00	41.50	39,010.00		-
A-45	Concrete stairs, complete.	1.00	LS	3,500.00	3,500.00	12,000.00	12,000.00		-
A-46	Monument case & cover.	4.00	EA	250.00	1,000.00	800.00	3,200.00		-
A-47	Asphalt patching (2" HMA & 4" CSTC) for driveways.	150.00	SY	75.00	11,250.00	60.00	9,000.00		-
A-48	RRFB (solar) system, complete.	1.00	LS	25,000.00	25,000.00	20,000.00	20,000.00		-
A-49	RRFB (electric) system, complete.	1.00	LS	25,000.00	25,000.00	19,800.00	19,800.00		-
	SCHEDULE A - ROAD IMPROVEMENTS SUBTOTAL				**$1,272,793.00**		**$2,023,820.40**		**$0.00**
	0% SALES TAX				**-**		**-**		**-**
	SCHEDULE A - ROAD IMPROVEMENTS TOTAL				**$1,272,793.00**		**$2,023,820.40**		**$0.00**
	SCHEDULE B - PAVEMENT MARKINGS & STRIPING								
B-1	Plastic line.	12,620.00	LF	$1.20	15,144.00	1.00	12,620.00		-
B-2	Plastic wide lane line.	392.00	LF	1.65	646.80	5.00	1,960.00		-
B-3	Plastic stop line.	404.00	LF	5.00	2,020.00	4.75	1,919.00		-
B-4	Plastic crosswalk line.	3,088.00	SF	5.50	16,984.00	5.00	15,440.00		-
B-5	Plastic traffic arrow.	16.00	EA	100.00	1,600.00	125.00	2,000.00		-
B-6	Plastic traffic letter.	8.00	EA	25.00	200.00	125.00	1,000.00		-
B-7	Plastic bicycle symbol.	15.00	EA	230.00	3,450.00	125.00	1,875.00		-
B-8	Removing plastic line.	1,425.00	LF	1.10	1,567.50	0.65	926.25		-
B-9	Removing plastic traffic marking.	4.00	EA	75.00	300.00	95.00	380.00		-
	SCHEDULE B - PAVEMENT MARKINGS & STRIPING SUBTOTAL				**$41,912.30**		**$38,120.25**		**$0.00**
	0% SALES TAX				**-**		**-**		**-**
	SCHEDULE B - PAVEMENT MARKINGS & STRIPING TOTAL				**$41,912.30**		**$38,120.25**		**$0.00**
	SCHEDULE C - WATER								
C-1	Remove existing tee & valve.	1.00	EA	$500.00	500.00	1,400.00	1,400.00		-
C-2	DI pipe for water main, 8" RJ.	43.00	LF	30.00	1,290.00	140.00	6,020.00		-
C-3	DI pipe for water main, 6" RJ.	97.00	LF	30.00	2,910.00	97.00	9,409.00		-
C-4	Trench safety.	140.00	LF	2.00	280.00	0.01	1.40		-
C-5	Imported pipe zone bedding.	140.00	LF	2.00	280.00	6.00	840.00		-
C-6	8" coupling, DI to AC.	8.00	EA	450.00	3,600.00	2,300.00	18,400.00		-
C-7	8" x 6" tee, MJ x FL.	2.00	EA	550.00	1,100.00	540.00	1,080.00		-
C-8	Thrust block.	2.00	EA	200.00	400.00	150.00	300.00		-
C-9	6" gate valve, FL x RJ.	2.00	EA	750.00	1,500.00	1,400.00	2,800.00		-
C-10	Fire hydrant assembly.	5.00	EA	1,350.00	6,750.00	4,300.00	21,500.00		-
C-11	Water meter relocation.	8.00	EA	1,200.00	9,600.00	735.00	5,880.00		-

				ENGINEER'S ESTIMATE		GRANITE CNST CO PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
C-12	2" poly water service line.	10.00	LF	25.00	250.00	17.00	170.00		-
C-13	2" curb stop.	1.00	EA	125.00	125.00	750.00	750.00		-
C-14	2" cap.	1.00	EA	50.00	50.00	135.00	135.00		-
C-15	Water marker post.	1.00	EA	150.00	150.00	20.00	20.00		-
C-16	Asphalt patching (3" HMA & 6" CSTC).	3.00	EA	350.00	1,050.00	482.00	1,446.00		-
	SCHEDULE C - WATER SUBTOTAL				**$29,835.00**		**$70,151.40**		**$0.00**
	8.6% SALES TAX				**2,565.81**		**6,033.02**		**-**
	SCHEDULE C - WATER TOTAL				**$32,400.81**		**$76,184.42**		**$0.00**
	SCHEDULE D - ELECTRICAL								
D-1	Power conduit, 6" PVC, deep sockets.	4,110.00	LF	$6.25	25,687.50	10.30	42,333.00		-
D-2	Conduit, 4" PVC deep sockets.	1,345.00	LF	4.00	5,380.00	9.00	12,105.00		-
D-3	Conduit, 3" PVC deep sockets.	1,635.00	LF	3.00	4,905.00	6.70	10,954.50		-
D-4	Conduit, 2" PVC (fiber).	7,855.00	LF	3.00	23,565.00	5.30	41,631.50		-
D-5	Trench excavation & backfill, 3' x 42" deep.	7,090.00	LF	1.00	7,090.00	10.20	72,318.00		-
D-6	Power vault V29 & cover w/2 Stl lids.	1.00	EA	4,850.00	4,850.00	5,800.00	5,800.00		-
D-7	Power vault V19 & cover w/2 Stl lids.	7.00	EA	3,400.00	23,800.00	4,200.00	29,400.00		-
D-8	Power vault V11 & cover w/2 Stl lids.	2.00	EA	2,300.00	4,600.00	2,900.00	5,800.00		-
D-9	Power vault V3 & cover w/2 Stl lids.	1.00	EA	1,400.00	1,400.00	2,100.00	2,100.00		-
D-10	J-box, Quazite (fiber).	21.00	EA	250.00	5,250.00	490.00	10,290.00		-
D-11	Fiber vault, 4 x 4.	6.00	EA	1,400.00	8,400.00	2,780.00	16,680.00		-
D-12	Trench safety.	7,090.00	LF	1.00	7,090.00	4.40	31,196.00		-
D-13	Imported pipe zone bedding.	7,090.00	LF	1.00	7,090.00	3.80	26,942.00		-
D-14	Underground utility crossing - marked & unmarked.	42.00	EA	250.00	10,500.00	435.00	18,270.00		-
D-15	Dig & verify.	10.00	EA	250.00	2,500.00	350.00	3,500.00		-
D-16	Utility survey.	320.00	SY	75.00	24,000.00	74.00	23,680.00		-
	SCHEDULE D - ELECTRICAL SUBTOTAL				**$166,107.50**		**$353,000.00**		**$0.00**
	0% SALES TAX				**-**		**-**		**-**
	SCHEDULE D - ELECTRICAL TOTAL				**$166,107.50**		**$353,000.00**		**$0.00**
	ALTERNATE A: LANDSCAPING / IRRIGATION								
Alt A-1	Psipe- Green Forest oak tree (3" cal.)	22.00	EA	$625.00	13,750.00	580.00	12,760.00		-
Alt A-2	Tree well - frame & grate.	22.00	EA	1,125.00	24,750.00	3,400.00	74,800.00		-
Alt A-3	Silva cell system complete, 16 each - 2x cells.	4.00	EA	4,200.00	16,800.00	16,400.00	65,600.00		-
Alt A-4	Tree well receptacle system.	22.00	EA	280.00	6,160.00	197.00	4,334.00		-
Alt A-5	Meter (electrical) disconnect - for tree system.	1.00	EA	1,200.00	1,200.00	1,600.00	1,600.00		-
Alt A-6	1" PVC tree well conduit.	3,665.00	LF	2.00	7,330.00	8.00	29,320.00		-
Alt A-7	2" double check valve.	2.00	EA	600.00	1,200.00	1,200.00	2,400.00		-
Alt A-8	Remote control valve.	2.00	EA	470.00	940.00	580.00	1,160.00		-
Alt A-9	Root watering system.	22.00	EA	200.00	4,400.00	230.00	5,060.00		-
Alt A-10	2" PVC irrigation line including fitting.	3,105.00	LF	3.00	9,315.00	9.25	28,721.25		-
Alt A-11	2" street service assembly.	2.00	EA	450.00	900.00	2,465.00	4,930.00		-
Alt A-12	2" street service line (HDPE).	2.00	LF	15.00	30.00	19.00	38.00		-

				ENGINEER'S ESTIMATE		GRANITE CNST CO PASCO, WA			
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Alt A-13	2" meter assembly.	2.00	EA	1,500.00	3,000.00	725.00	1,450.00		-
Alt A-14	2" house service line.	2.00	LF	15.00	30.00	19.00	38.00		-
	ALTERNATE A: LANDSCAPING / IRRIGATION SUBTOTAL				$89,805.00		$232,211.25		$0.00
	0% SALES TAX				-		-		-
	ALTERNATE A: LANDSCAPING / IRRIGATION TOTAL				$89,805.00		$232,211.25		$0.00
	ALTERNATE B: TRAFFIC SIGNAL STEVENS DRIVE								
Alt B-1	Intersection.	1.00	LS	$175,000.00	175,000.00	178,900.00	178,900.00		-
	ALTERNATE B: TRAFFIC SIGNAL STEVENS DRIVE SUBTOTAL				$175,000.00		$178,900.00		$0.00
	0% SALES TAX				-		-		-
	ALTERNATE B: TRAFFIC SIGNAL STEVENS DRIVE TOTAL				$175,000.00		$178,900.00		$0.00
	ALTERNATE C: TRAFFIC SIGNAL GOETHALS DRIVE								
Alt B-1	Intersection.	1.00	LS	$100,000.00	100,000.00	89,500.00	89,500.00		-
	ALTERNATE C: TRAFFIC SIGNAL GOETHALS DRIVE SUBTOTAL				$100,000.00		$89,500.00		$0.00
	0% SALES TAX				-		-		-
	ALTERNATE C: TRAFFIC SIGNAL GOETHALS DRIVE TOTAL				$100,000.00		$89,500.00		$0.00
	ALTERNATE D: TRAFFIC SIGNAL JADWIN AVENUE								
Alt B-1	Intersection.	1.00	LS	$175,000.00	175,000.00	188,000.00	188,000.00		-
	ALTERNATE D: TRAFFIC SIGNAL JADWIN AVENUE SUBTOTAL				$175,000.00		$188,000.00		$0.00
	0% SALES TAX				-		-		-
	ALTERNATE D: TRAFFIC SIGNAL JADWIN AVENUE TOTAL				$175,000.00		$188,000.00		$0.00
	SCHEDULE A - ROAD IMPROVEMENTS				$1,272,793.00		$2,023,820.40		$0.00
	SCHEDULE B - PAVEMENT MARKINGS & STRIPING				41,912.30		38,120.25		0.00
	SCHEDULE C - WATER				32,400.81		76,184.42		0.00
	SCHEDULE D - ELECTRICAL				166,107.50		353,000.00		0.00
	ALTERNATE A: LANDSCAPING / IRRIGATION				89,805.00		232,211.25		0.00
	ALTERNATE B: TRAFFIC SIGNAL STEVENS DRIVE				175,000.00		178,900.00		0.00
	ALTERNATE C: TRAFFIC SIGNAL GOETHALS DRIVE				100,000.00		89,500.00		0.00
	ALTERNATE D: TRAFFIC SIGNAL JADWIN AVENUE				175,000.00		188,000.00		0.00
	GRAND TOTAL				$2,053,018.61		$3,179,736.32		$0.00

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 2 - Infrastructure & Facilities

Subject:
Resolution No. 114-18, Authorizing a Local Agency Agreement with the Washington State Department of Transportation for the George Washington Way Pavement Preservation Project

Department:	Ordinance/Resolution Number:	Document Type:
Public Works	114-18	Resolution

Recommended Motion:
Adopt Resolution No. 114-18, authorizing the City Manager to sign and execute an agreement with WSDOT to activate the grant funds for George Washington Way, along with all additional documents necessary to effectuate the intent of the parties.

Summary:
The Washington State Department of Transportation (WSDOT) issued a Call for Projects in 2017 for National Highway Safety (NHS) Assessment Management Program federal funds through the National Highway Performance Program (NHPP). Utilizing the StreetSaver Pavement Management software program, staff identified George Washington Way from Guyer Street to Horn Rapids Road as a section of NHS roadway in need of preservation. On May 16, 2017, Council authorized the grant application by Resolution No. 88-17.

George Washington Way was selected to receive grant funding by WSDOT through the NHS Asset Management Program in the amount of $3,073,600. A local match of 13.5% is required. The 2018 - 2023 Capital Improvement Plan (CIP) identified the Pavement Preservation Program as the source of the matching funds.

Staff recommends authorizing the City Manager to execute a Local Agency Agreement with WSDOT for the George Washington Way Pavement Preservation Project, along with all additional documents necessary to effectuate the intent of the parties.

Fiscal Impact:	This project funding was previously approved by Council with the approval of the 2018 Capital Improvement Plan - page 108. Authorizing the agreement with WSDOT obligates the grant design funds and will allow reimbursement of staff design costs by the grant.

Attachments:
1. Resolution No. 114-18
2. George Washington Way LAA - 140-039 GWW-Pavement Preservation
3. George Washington Way LAA - 140-101 Project Prospectus

RESOLUTION NO. 114-18

A RESOLUTION of the City of Richland authorizing a Local Agency Agreement with the Washington State Department of Transportation for the George Washington Way Pavement Preservation Project.

WHEREAS, the Washington State Department of Transportation (WSDOT) issued a Call for Projects in 2017 for National Highway Safety (NHS) Asset Management Program federal funds; and

WHEREAS, the NHS Asset Management Program has made funding available through the National Highway Performance Program (NHPP); and

WHEREAS, staff identified, through the use of the StreetSaver Pavement Management software program, the segment of George Washington Way from Guyer Street to Horn Rapids Road as a section in need of preservation; and

WHEREAS, George Washington way is an NHS route and was selected to receive grant funding through the NHS Asset Management Program; and

WHEREAS, the grant award is in the amount of $3,073,600 and requires a local match amount of 13.5%; and

WHEREAS, the project is identified in the 2018 Capital Improvement Program (CIP) and is fully funded; and

WHEREAS, WSDOT requires a Local Agency Agreement to authorize expenditures of the grant funding.

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 Local Agency Agreement with WSDOT for the George Washington Way Pavement Preservation 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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

Washington State Department of Transportation

Local Agency Agreement

Agency City of Richland

Address 840 Northgate Drive
Richland, WA 99352

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) the policies and procedures promulgated by the Washington State Department of Transportation, and (5) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name George Washington Way Pavement Preservation Length 4.7 Miles

Termini Guyer Street to Horn Rapids Road

Description of Work

The project will remove the top section of deteriorated HMA and spot fix individual areas with alligator cracking. Settled curb and gutter will be replaced to restore drainage and curb returns will be brought up to ADA compliance and restripe.

Project Agreement End Date December 31, 2019

Proposed Advertisement Date

Claiming Indirect Cost Rate
☐ Yes ☑ No

Type of Work		Estimate of Funding (1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE 86.5 %	a. Agency	$ 45,665.00	$ 6,165.00	$ 39,500.00
	b. Other (non-participating)	$ 53,757.00	$ 53,757.00	
Federal Aid Participation Ratio for PE	c. Other			
	d. State	$ 578.00	$ 78.00	$ 500.00
	e. Total PE Cost Estimate (a+b+c+d)	$ 100,000.00	$ 60,000.00	$ 40,000.00
Right of Way %	f. Agency			
	g. Other			
Federal Aid Participation Ratio for RW	h. Other			
	i. State			
	j. Total R/W Cost Estimate (f+g+h+i)	$ 0.00	$ 0.00	$ 0.00
Construction %	k. Contract			
	l. Other			
	m. Other			
Federal Aid Participation Ratio for CN	n. Other			
	o. Agency			
	p. State			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	$ 0.00	$ 0.00	$ 0.00
	r. Total Project Cost Estimate (e+j+q)	$ 100,000.00	$ 60,000.00	$ 40,000.00

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction coast (line 5, column 2) in the amount of

$ at $ per month for months.

Local Force or Local Ad and Award

✓ Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on

August 7 , 2018 , Resolution/Ordinance No. XX-18

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S. C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

(1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

(1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
(2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
(3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
(4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
(5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Washington State Department of Transportation

Local Agency Federal Aid Project Prospectus

	Prefix	Route	( )
Federal Aid Project Number	NHS	3475	
Local Agency Project Number	CP-180002		(WSDOT Use Only)

Date	6-29-2018
DUNS Number	0718502830000
Federal Employer Tax ID Number	91-6015119

Agency	CA Agency	Federal Program Title
City of Richland	☑ Yes ☐ No	☑ 20.205 ☐ Other

Project Title	Start Latitude N	Start Longitude W
George Washington Way Pavement Preservation	46.283220	-119.273687
	End Latitude N 46.351031	End Longitude W -119.273091

Project Termini From-To		Nearest City Name	Project Zip Code (+4)
Guyer Street	Horn Rapids Road	Richland	99352-3550

Begin Mile Post	End Mile Post	Length of Project	Award Type
		4.7 Miles	☑ Local ☐ Local Forces ☐ State ☐ Railroad

Route ID	Begin Mile Point	End Mile Point	City Number	County Number	County Name
			1080	03	Benton

WSDOT Region	Legislative District(s)	Congressional District(s)	Urban Area Number
South Central Region	8	4	4

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date Month Year
P.E.	100,000	60000	40000	08/2018
R/W	0	0	0	
Const.	3,742,000	708,400	3,033,600	02/2019
Total	3,842,000	768,400	3,073,600	

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width	Number of Lanes
56 feet	4

The existing roadway is 56 feet wide with 2 lanes of traffic in each direction. There are sidewalks on both sides of the roadway for the majority of the length.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

The project will remove the top section of deteriorated HMA and spot fix individual areas with alligator cracking. Settled curbs and gutter will be replaced to restore drainage and curb ramps will be brought up to ADA compliance and restripe.

Local Agency Contact Person	Title	Phone
Julie West	Transp. & Dev. Manager	5099427461

Mailing Address	City	State	Zip Code
840 Northgate Dr.	Richland	WA	99352

Project Prospectus	By _____ Approving Authority	
	Title City Manager	Date

Agency	Project Title	Date
City of Richland	George Washington Way Pavement Preserva	6-29-2018

Type of Proposed Work

Project Type (Check all that Apply)			Roadway Width	Number of Lanes
☐ New Construction	☐ Path / Trail	☐ 3-R	56 feet	4
☐ Reconstruction	☐ Pedestrian / Facilities	☑ 2-R		
☐ Railroad	☐ Parking	☐ Other		
☐ Bridge				

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	☑ Urban ☐ Rural ☐ NHS ☑ Principal Arterial ☐ Minor Arterial ☐ Collector ☐ Major Collector ☐ Minor Collector ☐ Local Access	☑ Urban ☐ Rural ☐ NHS ☐ Principal Arterial ☑ Minor Arterial ☑ Collector ☑ Major Collector ☑ Minor Collector ☑ Local Access
Terrain	☑ Flat ☐ Roll ☐ Mountain	☑ Flat ☐ Roll ☐ Mountain
Posted Speed	35 mph	25-30 mph
Design Speed	35 mph	25-30 mph
Existing ADT	23000	
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Agency	Others %	Agency 100 %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

☐ Class I - Environmental Impact Statement (EIS)

- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement

☐ Class III - Environmental Assessment (EA)

- ☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

☑ Class II - Categorically Excluded (CE)

- ☑ Projects Requiring Documentation (Documented CE)

Environmental Considerations

The project will include erosion control measures and protection of existing storm drainage systems. A spill prevention control and counter measures plan will be required for construction.

Agency	Project Title	Date
City of Richland	George Washington Way Pavement Preserva	6-29-2018

Right of Way

☑ No Right of Way Needed * All construction required by the contract can be accomplished within the exiting right of way.	☐ Right of Way Needed ☐ No Relocation	☐ Relocation Required

Utilities	Railroad
☑ No utility work required	☑ No railroad work required
☐ All utility work will be completed prior to the start of the construction contract	☐ All railroad work will be completed prior to the start of the construction contract
☐ All utility work will be completed in coordination with the construction contract	☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

Standard utility castings will be adjusted during the project.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☑ Yes ☐ No

Remarks

The Richland Airport is approximately 1.3 miles to the west of the project.

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By _____

Mayor/Chairperson

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 115-18, Changing Veneto Street to Sienna Street in the Horn Creek Phase 2 Subdivision

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	115-18	Resolution

Recommended Motion:
Adopt Resolution No. 115-18, changing the name of Veneto Street to Sienna Street in the Horn Creek Phase 2 subdivision.

Summary:
Hayden Homes, LLC is the owner of the Horn Creek Phase 2 subdivision, and has requested to change the name of Veneto Street to Sienna Street.

RMC Title 12.01.110 allows property owners to request to change the name of a street which has an existing approved name, so long as there exists a 66 and two-thirds percent super majority approval of property owners along the street. Hayden Homes, LLC possesses the ownership interest necessary to meet the City's 66 and two-thirds super majority approval requirement.

All applicable internal departments and outside agencies have been advised of the request. Staff recommends approval.

Fiscal Impact: None

Attachments:
1. Resolution No. 115-18

RESOLUTION NO. 115-18

A RESOLUTION of the City of Richland related to street names and changing the name of Veneto Street to Sienna Street in the Horn Creek Phase 2 subdivision.

WHEREAS, the City approved the name of a new street in the Horn Creek Phase 2 subdivision as Veneto Street; and

WHEREAS, Richland Municipal Code (RMC) Section 12.01.110 allows property owners to request to change the name of a street that has an existing approved name, so long as there exists a 66 and two-thirds percent super majority approval of property owners along the street; and

WHEREAS, the City received a request from Hayden Homes, LLC to change the street named Veneto Street, located in the Horn Creek Phase 2 subdivision, to Sienna Street; and

WHEREAS, Hayden Homes, LLC is the property owner and developer of Horn Creek Phase 2, and possesses the ownership interest necessary to meet the City's 66 and two-thirds super majority approval requirement; and

WHEREAS, City staff has circulated the proposed street name of Sienna Street to area emergency service providers, and has determined that the proposed street name is not duplicative of other existing street names and is consistent with the City's street naming conventions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the street currently named Veneto Street in the Horn Creek Phase 2 subdivision is renamed Sienna Street.

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 7th day of August, 2018

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Resolution No. 116-18, Changing Naches Court to Wishkah Drive in the Clearwater Creek Phase 6 Subdivision

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	116-18	Resolution

Recommended Motion:
Adopt Resolution No. 116-18, changing Naches Court to Wishkah Drive in the Clearwater Creek Phase 6 subdivision.

Summary:
Hayden Homes, LLC requested a street name change for a street located in the Clearwater Creek Phase 6 subdivision that was found to be a duplication of another street name in Richland.

RMC 12.01.080 prohibits duplicate street names, and since the final plat for this subdivision has been recorded, changing the street name by resolution is the most prudent method of correction.

Adoption of Resolution No. 116-18 will authorize the proposed name change to take effect. Staff recommends approval.

Fiscal Impact: None

Attachments:
1. Resolution No. 116-18

RESOLUTION NO. 116-18

A RESOLUTION of the City of Richland related to street names and changing the name of Naches Court to Wishkah Drive in the Clearwater Creek Phase 6 subdivision.

WHEREAS, Hayden Homes, LLC is the property owner and developer of the Clearwater Creek Phase 6 subdivision; and

WHEREAS, the City approved the name of a street in Clearwater Creek Phase 6 as Naches Court; and

WHEREAS, City staff notified the developer that a public street named Naches Court already exists elsewhere in Richland, and that another name would need to be chosen; and

WHEREAS, Hayden Homes LLC failed to correct the mylar plat of Clearwater Creek Phase 6 prior to recording; and

WHEREAS, Richland Municipal Code (RMC) Section 12.01.080 prohibits duplicate street names; and

WHEREAS, Hayden Homes LLC proposes to rename Naches Court as an extension of the existing Wishkah Drive to eliminate the duplication.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the street currently named Naches Court in the Clearwater Creek Phase 6 subdivision is renamed Wishkah Drive.

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 117-18, Authorizing a Purchase and Sale Agreement with Michael and Kayte Denslow

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	117-18	Resolution

Recommended Motion:
Adopt Resolution No. 117-18, authorizing the City Manager to sign and execute a purchase and sale agreement with Michael and Kayte Denslow.

Summary:
Michael and Kayte Denslow are proposing to purchase a 1.00-acre lot in the Horn Rapids Business Center along the north side of Robertson Drive for the development of an 8,000 square foot warehouse building for leasing.

The purchase price is $1.50 per square foot for the 1.00-acre property, amounting to estimated gross proceeds of $65,340. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013.

The City will retain a repurchase right an application for approval of building plans is not submitted to the City within six (6) months of closing, and if construction of the warehouse building does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee at its July 23, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 117-18.

Fiscal Impact:

Purchase Price is $1.50 per square foot with estimated gross proceeds of $65,340 for the 1.00-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following:

-Electric Fund ($0.044 per square foot): $1,916.64
-Water Fund ($0.079 per square foot): $3,441.24
-Sewer Fund ($0.029 per square foot): $1,263.24

Net Proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:
1. Resolution No. 117-18
2. Denslow Purchase and Sale Agreement (2444 Robertson Drive)
3. Site Map

RESOLUTION NO. 117-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and Michael and Kayte Denslow.

WHEREAS, the City of Richland is the record owner of 1.00 acres of City-owned surplus property, described as Parcel A of Record Survey No. 4756, located along the north side of Robertson Drive in the Horn Rapids Business Center; and

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

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the 1.00 acres of business center property is available for sale at $1.50 per square foot, for a total price of $65,340; and

WHEREAS, Michael and Kayte Denslow have agreed to purchase the property for the stated price; and

WHEREAS, at its July 23, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1.00 acres of City-owned surplus property in the Horn Rapids Business Center to Michael and Kayte Denslow for the total sale price of $65,340.

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 Purchase and Sale Agreement with Michael and Kayte Denslow for the sale of 1.00 acres of City-owned property as described herein for a total sale price of $65,340.

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2444 Robertson Drive

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **MICHAEL AND KAYTE DENSLOW**, husband and wife, ("Purchaser"). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2444 Robertson Drive, City of Richland, Benton County, Washington which is legally described as Parcel A, Record Survey No. 4756 and as depicted in **Exhibit A** attached hereto (hereinafter referred to as the "Property").

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

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed ("Deed") subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be Sixty-Five Thousand Three Hundred Forty dollars and No Cents ($65,340.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the "Title Company") at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier's check or wire transfer in the amount of five thousand dollars ($5,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Purchaser.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the **"**Exceptions**"**) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

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

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

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

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

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

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

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

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

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

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

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

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

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 8,000 square feet of commercial tenant facilities. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set

forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars ($10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

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

AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that, at Closing, Seller shall pay a four percent (4%) finder's fee to the licensed real estate agent representing Purchaser as set forth in the Brokerage Agreement between Purchaser and such broker, the form of which is attached to this Agreement as **Exhibit B**. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission, broker or other finder's fee or resulting from the purchase of the Property. The provisions of this Section 11.1 shall survive closing.

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

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

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Michael and Kayte Denslow
461 Mont Blanc Way
Richland, Washington 99352
Phone: 509.735.1025 (Scott Howell, Kenmore Team)
Email: scott@kenmoreteam.com

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

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

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

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

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

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

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a minimum of 8,000 square feet of commercial tenant facilities, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

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

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Sixty-Five Thousand Three Hundred Forty dollars and No Cents ($65,340.00) for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

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

[*Signature Page to Follow*]

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

CITY OF RICHLAND – SELLER	**MICHAEL AND KAYTE DENSLOW – PURCHASER**
_____	_____
By: Cynthia D. Reents, ICMA-CM Its: City Manager	By: Michael Denslow Date
_____	_____
Date	By: Kayte Denslow Date

APPROVED AS TO FORM:

_____

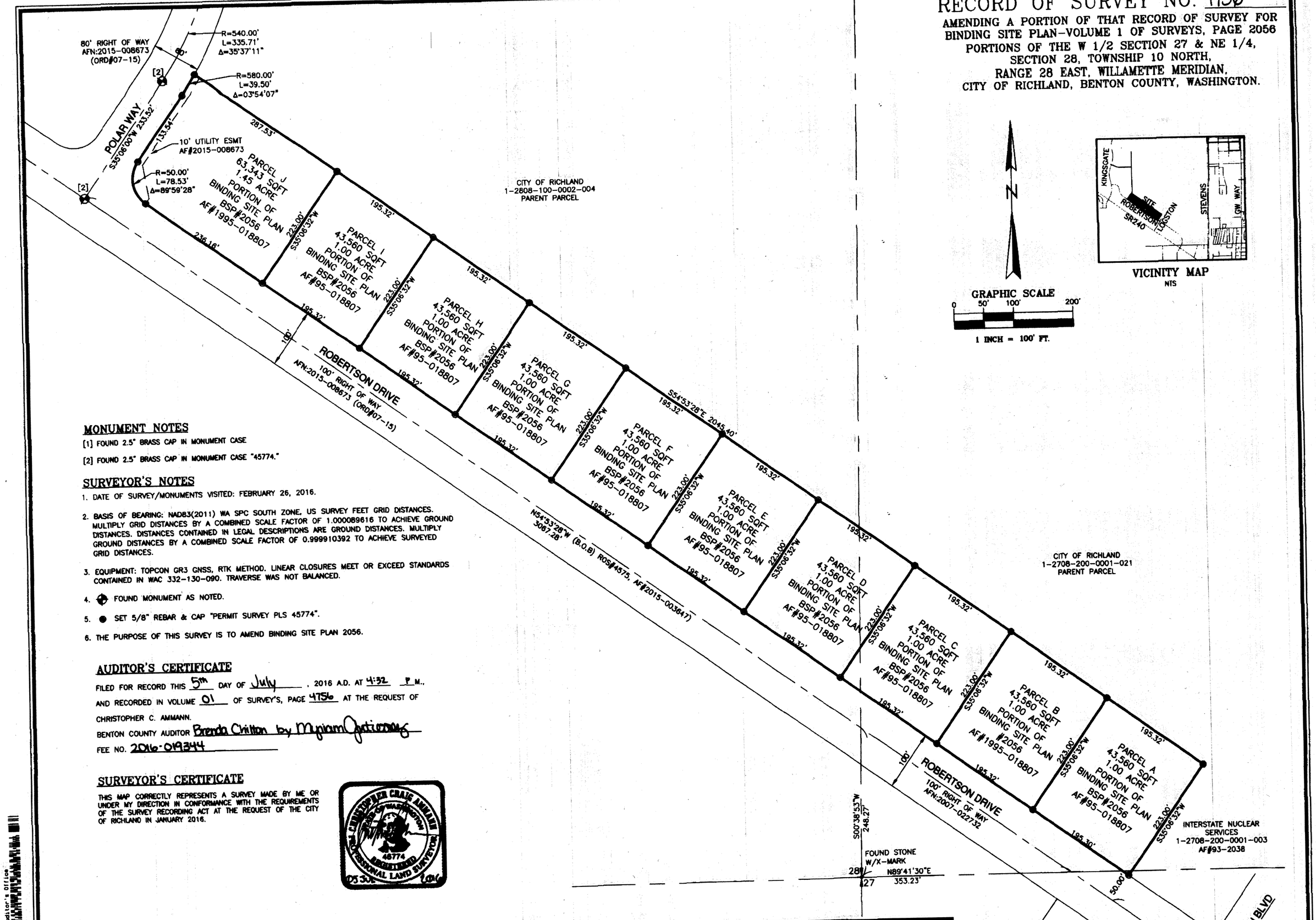
By: Heather Kintzley, City Attorney

Exhibit A

Parcel A, Record Survey No. 4756

RECORD OF SURVEY NO. 4756

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR BINDING SITE PLAN–VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4, SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



MONUMENT NOTES

[1] FOUND 2.5" BRASS CAP IN MONUMENT CASE

[2] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774."

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: FEBRUARY 26, 2016.
2. BASIS OF BEARING: NAD83(2011) WA SPC SOUTH ZONE, US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000089616 TO ACHIEVE GROUND DISTANCES. DISTANCES CONTAINED IN LEGAL DESCRIPTIONS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999910392 TO ACHIEVE SURVEYED GRID DISTANCES.
3. EQUIPMENT: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090. TRAVERSE WAS NOT BALANCED.
4. ⊕ FOUND MONUMENT AS NOTED.
5. ● SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774".
6. THE PURPOSE OF THIS SURVEY IS TO AMEND BINDING SITE PLAN 2056.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 4756 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam Quintanilla
FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JANUARY 2016.

CHRISTOPHER CRAIG AMMANN
STATE OF WASHINGTON
46774
REGISTERED
PROFESSIONAL LAND SURVEYOR
05 30 2016

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE:	5/19/16
SCALE:	1"=100'
DRAWN BY:	ADG
APPROVED BY:	CCA
	14037

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION

RICHLAND WASHINGTON

SHEET 1 OF 2

2016-019344 B: 01 P: 4756 SUR
07/05/2016 04:32:06 PM Pages: 2 Fee: $162.00
Brenda Chilton, Benton County Auditor's Office
Benton County, Benton County Public Works

RECORD OF SURVEY NO. 4756

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR BINDING SITE PLAN–VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4, SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

PARCEL A LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 983.39 FEET; THENCE NORTH 35°06'46" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE AND THE SOUTHEAST CORNER OF PARCEL 6, BLOCK 4 AS DEPICTED IN SAID BINDING SITE PLAN 2056, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'46" EAST ALONG THE EAST LINE THEREOF, FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL B LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1178.70 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL C LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1374.04 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL D LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1569.38 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL E LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1764.71 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL F LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1960.05 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL G LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A PORTION OF BINDING SITE PLAN 2056, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, LOCATED IN SECTION 27, TOWNSHIP 10, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2155.38 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL H LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2350.72 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL I LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2546.06 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL J LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2741.39 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 287.56 FEET TO A POINT ON THE EASTERLY MARGIN OF A PUBLIC ROAD KNOWN AS POLAR WAY, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON AND THE BEGINNING OF A 580.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY A DISTANCE OF 39.50 ALONG THE EASTERLY MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°54'07"; THENCE CONTINUING ALONG THE EASTERLY MARGIN THEREOF SOUTH 35°06'00" WEST FOR A DISTANCE OF 133.55 FEET TO THE BEGINNING OF A 50.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY AND EASTERLY A DISTANCE OF 78.53 ALONG THE EASTERLY MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'28" TO A POINT ON THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 236.18 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.45 ACRES

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M., AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 4756 AT THE REQUEST OF CHRISTOPHER C. AMMANN.

BENTON COUNTY AUDITOR Brenda Chilton by Myriam Quintana Deputy

FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JANUARY 2016.

CHRISTOPHER C. AMMANN STATE OF WASHINGTON 48774 REGISTERED PROFESSIONAL LAND SURVEYOR 05/19/2016

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE:	05/19/16
SCALE:	NTS
DRAWN BY:	ADG
APPROVED BY:	CCA
	14037

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION
RICHLAND WASHINGTON

Exhibit B

CITY OF RICHLAND
FINDER'S FEE AGREEMENT

Name of Finder: Scott Howell, Kenmore Team, LLC.

Name of Prospective Purchaser: Michael & Kayte Denslow

Effective Date:

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as ***2444 Robertson Drive*** and legally described on **Exhibit A** attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

1. In the event that within the Term the City closes the sale of the Property to Prospective Purchaser (the "Sale Transaction"), the City shall pay Finder a commission (the "Fee") of four (4%) percent of the gross purchase price, as set forth in the Purchase and Sale Agreement for the sale of the Property to Prospective Purchaser. The Fee will be paid within five (5) business days of the Closing of the Sale Transaction.

2. A Fee will be payable only with respect to the Sale Transaction provided the Sale Transaction actually closes with Prospective Purchaser with respect to the Property within six (6) months Effective Date hereof (the "Term").

3. This Agreement does not give Finder the authority to speak or act in the City's name or on its behalf, and Finder agrees that it will not make any representation binding upon the City to any third party with respect to the City, the Property, or the Sale Transaction. The City agrees that Finder has made no representation or warranty regarding whether Prospective Purchaser will, in fact, close a Sale Transaction. Finder agrees not to solicit any other prospective purchasers (other than Prospective Purchaser) without the consent of the City and to maintain the confidentiality of all materials provided by the City to Finder in connection with the Property and the engagement of Finder hereunder.

4. Any and all expenses incurred by Finder in connection with any introduction pursuant to this Agreement will be borne by Finder. The City shall pay Finder the Fee with respect to the sale of the Property to Prospective Purchaser within the Term solely as compensation for Finder's role in having introduced the City to the Prospective Purchaser for the Sale Transaction and not for any other services. The City acknowledges and agrees that Finder is not acting as a real estate broker to the City in connection with making any such introduction. Finder acknowledges and agrees that this Agreement represents a non-exclusive arrangement and that the City may pursue other purchasers for the Property.

5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City

in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.

6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof, and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.

7. Each party represents and warrants that it has the full power and authority to execute, deliver and perform this agreement and to do any and all other things reasonably required hereunder. Each of the individuals whose signature appears below hereby represents and warrants that he or she has the actual authority to enter into this agreement on behalf of the entity on whose behalf he or she signs this agreement and does so to the fullest extent of his or her authority whether as an individual, officer, director, shareholder, partner, joint venturer, or otherwise. However, the individuals whose signature appears below acts solely in a representative capacity on behalf of the City and shall have no personal liability hereunder.

8. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. It may be signed in one or more counterparts.

If the foregoing correctly sets forth our agreement and understanding, please so indicate by signing and returning a copy of this agreement.

Dated this _____ day of _____, 2018.

_____
Economic Development Manager

_____
Signature of Finder

_____
Printed Name of Finder

N
LOGAN ST
ROBERTSON DR
POLAR WAY
RICHLAND
RV PARK
PRIVATE RD
LOGAN ST
J
I
H
G
F
E
D
C
B
A
RECORD SURVEY NO. 4756
A System
SR 240
HORN RAPIDS
COMMERCIAL PLAZA
RIVER PARK DR
KINGSGATE WAY
RIVER VALLEY DR
HORN RAPIDS
RESIDENTIAL
COMMUNITY
MICHAEL & KAYTE DENSLOW
1.00 ACRE PURCHASE
ROBERTSON DR
LOGSTON BLVD
HORN RAPIDS
BUSINESS CENTER
HENDERSON
BRAMASOLE DR
TUSCANNA DR
COPPERLE

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Resolutions – Adoption

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 118-18, Authorizing a Purchase and Sale Agreement with William J. Mascott

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	118-18	Resolution

Recommended Motion:
Adopt Resolution No. 118-18, authorizing the City Manager to sign and execute a purchase and sale agreement with William J. Mascott.

Summary:
Bill Mascott is proposing to purchase a 1.00-acre lot in the Horn Rapids Business Center along the north side of Robertson Drive for the development of a 6,000-8,000 square foot office/warehouse building.

The purchase price is $1.50 per square foot for the 1.00-acre property, amounting to estimated gross proceeds of $65,340. The purchase price is consistent with the City of Richland's Resolution No. 35-13, which established pricing within the Horn Rapids Business Center in September, 2013.

Bill Mascott is the owner of Mascott Equipment, who specialize in the sales and service of new equipment and electronics for retail fuel stations.

The City will retain a repurchase right if an application for approval of building plans has not been submitted to the City within six (6) months of closing, and if construction of the office/warehouse building does not begin within eighteen (18) months of closing.

The proposed purchase was reviewed by the Economic Development Committee (EDC) at its July 23, 2018 meeting. The EDC recommended approval. Staff also recommends approval of Resolution No. 118-18.

Fiscal Impact:	The purchase price is $1.50 per square foot with estimated gross proceeds of $65,340 for the 1.00-acre lot. A portion of the proceeds will be distributed to the City's Utility Fund to recover costs for construction of HRBC utilities in 1988, per the following: -Electric Fund ($0.044 per square foot): $1,916.64 -Water Fund ($0.079 per square foot): $3,441.24 -Sewer Fund ($0.029 per square foot): $1,263.24 Net Proceeds after closing and Utility Fund allocations will be distributed to the City's Industrial Development Fund.

Attachments:
1. Resolution No. 118-18
2. Mascott Purchase and Sale Agreement (2484 Robertson Drive)
3. Site Map

RESOLUTION NO. 118-18

A RESOLUTION of the City of Richland authorizing a Purchase and Sale Agreement by and between the City of Richland and William J. Mascott.

WHEREAS, the City of Richland is the owner of 1.00 acres of City-owned surplus property, described as Parcel B of Record Survey No. 4756, located along the north side of Robertson Drive in the Horn Rapids Business Center; and

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

WHEREAS, the aforesaid City-owned property is available for sale; and

WHEREAS, pursuant to Resolution No. 35-13, which was adopted by City Council on September 17, 2013, the 1.00 acres of business center property is available for sale at $1.50 per square foot, for a total price of $65,340; and

WHEREAS, William J. Mascott has agreed to purchase the property for the stated price; and

WHEREAS, at its July 23, 2018 meeting, the Economic Development Committee (EDC) favorably recommended the sale of the 1.00 acres of City-owned surplus property in the Horn Rapids Business Center to William J. Mascott for the total sale price of $65,340.

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 Purchase and Sale Agreement with William J. Mascott for the sale of 1.00 acres of City-owned property, as described herein, for a total sale price of $65,340.

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

_____
HEATHER KINTZLEY, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Re: 2484 Robertson Drive

This Agreement for Purchase and Sale of Real Property (the "Agreement") is made and entered into between the **CITY OF RICHLAND**, a Washington municipal corporation ("Seller"), and **WILLIAM J. MASCOTT** ("Purchaser"). The Effective Date of this Agreement shall be determined pursuant to the terms of Section 3.1 herein.

1. Purchase and Sale of Property. Seller agrees to sell and Purchaser agrees to purchase, on the terms hereafter stated, the unimproved real property, located at 2484 Robertson Drive, City of Richland, Benton County, Washington which is legally described as Parcel B, Record Survey No. 4756 and as depicted in **Exhibit A** attached hereto (hereinafter referred to as the "Property").

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

1.2. Timing of Conveyance. The Property shall be conveyed to Purchaser at Closing by a Statutory Warranty Deed ("Deed") subject to the Exceptions accepted or deemed accepted by Purchaser pursuant to Section 4.1 below and the Repurchase Right set forth in Section 11.13 below.

2. Purchase Price. The total purchase price for the Property shall be Sixty-Five Thousand Three Hundred Forty dollars and No Cents ($65,340.00) (the "Purchase Price"). The Purchase Price shall be paid by Purchaser to Seller in the form of all cash to be deposited in an escrow account with Chicago Title Insurance Company (the "Title Company") at Closing (as defined in Section 6 below).

2.1. Earnest Money Deposit. As consideration for Seller's execution and delivery of this Agreement, Purchaser will deposit with the Title Company a certified or cashier's check or wire transfer in the amount of five thousand dollars ($5,000) within five (5) business days of the Effective Date (as defined in Section 3.1 below) (the "Earnest Money Deposit"). The Earnest Money Deposit shall be credited against the Purchase Price at Closing. Purchaser shall be entitled to direct the Title Company to place the Earnest Money Deposit in an interest bearing account of Purchaser's choice. The Earnest Money Deposit will be returned if Purchaser terminates this Agreement during the Due Diligence Period (as defined in Section 3.3 below) or as otherwise expressly provided in this Agreement. However, should Purchaser default or terminate this Agreement at any time following the expiration or waiver of the Due Diligence Period, (a) the Earnest Money Deposit shall be disbursed to Seller pursuant to Section 9 herein, but only after any outstanding obligations for Title Company services as specified in 4.1 have been deducted and paid from the Earnest Money Deposit; (b) the escrow shall be canceled; and (c) neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein.

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

3.1. City Approval. The execution and delivery of this Agreement by Seller is contingent upon approval of this Agreement by the City Council of the City of Richland in its sole discretion. In the event the Richland City Council does not approve this Agreement, this Agreement shall immediately terminate and be without any further force and effect, and without further obligation of either party to the other.

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

4. Title Matters.

4.1. Preliminary Title Report; Title Review. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall order from the Title Company a preliminary title commitment for the Property, and copies of all documents referred to therein (the "Preliminary Commitment"), and upon receipt, furnish same to Purchaser.

(a) Purchaser shall have fifteen (15) days after receipt of the Preliminary Commitment and Survey to advise Seller in writing of any encumbrances, restrictions, easements or other matters contained in the Preliminary Commitment or on the Survey (the **"**Exceptions**"**) to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the fifteen (15) day period shall be deemed accepted by Purchaser.

(b) If Purchaser objects to any Exceptions within the fifteen (15) day period, Seller shall advise Purchaser in writing within five (5) days of receipt of Purchaser's written objections (i) which Exceptions Seller will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement) and (iii) which Exceptions will not be removed or insured around.

(c) Within ten (10) days of receipt of Seller's response to Purchaser's written objections, and assuming Seller has not agreed to remove all exceptions to which Purchaser objects, Purchaser shall notify Seller in writing of Purchaser's election to either (i) terminate this Agreement, in which event the Earnest Money Deposit shall be returned to Purchaser, or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Seller will not remove or insure around, in which event such Exceptions shall be deemed accepted by Purchaser.

4.2. Title Insurance. Seller shall cause the Title Company to be prepared to deliver to Purchaser at Closing an Owner's ALTA Standard Coverage policy of title insurance issued by Title Company in the face amount of the Purchase Price, dated the date of Closing, insuring Purchaser's title subject to no exceptions other than the standard printed exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.1 above. The policy of title

insurance shall also include such endorsements as Purchaser or Purchaser's Lender may reasonably request.

5. Due Diligence. Purchaser is granted a due diligence period until and including sixty (60) days after receipt of the Preliminary Commitment described in Section 4.1 above (the "Due Diligence Period"). Said Due Diligence Period may be extended an additional thirty (30) days upon written mutual agreement by both Purchaser and Seller. Purchaser may conduct, at its own expense, a full review of legal, title, environmental, archaeological and any other related issues subject to the terms of this Section 5. If the results of said review are unsatisfactory in Purchaser's sole discretion, Purchaser may, at its option, elect to terminate this Agreement by giving Seller written notice of termination prior to the end of the Due Diligence Period (the "Due Diligence Termination Notice"). In the event of termination by Purchaser under this section, this Agreement shall immediately terminate and be without any further force and effect, the Earnest Money Deposit shall be returned to Purchaser pursuant to Section 2.1; and neither party shall have any rights or responsibilities to the other except as otherwise expressly provided herein. If Purchaser fails to provide a Due Diligence Termination Notice to Seller on or before the expiration of the Due Diligence Period, the due diligence contingency set forth under this Section 5 shall be deemed waived by Purchaser, and this Agreement shall continue in full force and effect.

5.1. Reasonableness Required. All inspections of the Property shall occur at reasonable times agreed upon by Seller and Purchaser and shall be conducted so as not to unreasonably interfere with the use of the Property by Seller. Purchaser shall not do any invasive testing, sampling or drilling at the Property without first obtaining Seller's prior written consent (which may be conditioned or denied in Seller's sole and absolute discretion). Purchaser shall promptly restore the Property to substantially the same condition which existed prior to any such investigations, tests, surveys and other analyses, at Purchaser's sole cost and expense. Seller shall be entitled to have a representative present at all times while Purchaser or its representatives or agents are physically on the Property. Purchaser hereby agrees that it shall carry, and shall cause all representatives and agents of Purchaser entering the Property on behalf of Purchaser in furtherance of the right of access granted under this Agreement to carry, commercial general liability insurance with limits of not less than One Million and No/100 Dollars ($1,000,000) combined single limit and providing that such coverages are primary and naming Seller as an additional insured. Prior to any entry onto the Property by Purchaser or its agents, employees, consultants or representatives, Purchaser shall provide to Seller certificates evidencing such insurance coverage. Purchaser agrees to indemnify and hold Seller harmless of and from any claim for damages or injuries arising from Purchaser's inspections of the Property; such obligations shall survive Closing or any termination of this Agreement.

6. Closing. Closing shall occur in the office of the Title Company on or before the date that is sixty (60) days after the expiration or waiver of the Due Diligence Period. Purchaser and Seller shall deposit in escrow with Title Company all instruments and documents reasonably necessary to complete the transaction in accordance with this Agreement, including, but not limited to, the Deed. As used herein, "Closing" or "date of Closing" means the date on which all appropriate documents are recorded and the proceeds of sale are available for disbursement to Seller.

6.1. Closing Costs; Prorations. At Closing, Seller shall pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) deed or real property transfer taxes, and (iii) one-half of Title Company's escrow fees and charges. Purchaser shall pay (i) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser (other than the costs of the title insurance endorsements to be provided by Seller pursuant to the first sentence of this Section 6.1), and (ii) one-half of Title Company's escrow fees and charges. Real property taxes, assessments, surface water management charges, utilities and other expenses of the Property shall be prorated as of the date of Closing with Purchaser bearing the costs of the date of Closing. All other closing costs shall be paid and allocated in accordance with the custom in the county in which the Property is located. Each party shall be responsible for its own legal, accounting and consultant fees.

7. Covenants, Representations and Warranties.

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

(a) From the Effective Date through the Closing Date, Seller shall not make any material alterations to the Property or to any of the licenses, permits, legal classifications or other governmental regulations relating to the Property, nor enter into any leases or agreements pertaining to the Property which are not terminable, without penalty, on 30 days' notice, without Purchaser's prior written consent.

(b) From the Effective Date through the Closing Date, Seller shall not voluntarily cause to be recorded any encumbrance, lien, deed of trust, or easement against the title to the Property without Purchaser's prior consent.

(c) From the Effective Date through the Closing Date, Seller will operate and maintain the Property in a manner consistent with Seller's past practices relative to the Property and so as not to cause waste to the Property.

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

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

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

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

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

(e) To Seller's knowledge, no special or general assessments have been levied against the Property except those disclosed in the Preliminary Title Report, and Seller has not received written notice that any such assessments are threatened.

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

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

7.3. Purchaser's Representations. Purchaser hereby makes the following representations to Seller, each of which shall be true on the Effective Date hereof and on the date of Closing.

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

(b) As of the Effective Date and as of the date of Closing, neither Purchaser nor, to Purchaser's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representative or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism) or other governmental action ("OFAC").

(c) Purchaser represents that it has sufficient funds to close this transaction.

(d) Purchaser further represents that the Property will be developed with a minimum of 6,000 square feet of office and warehouse facility. Any deviation from this intended use must be authorized by the Seller in writing or be subject to Seller's Right to Repurchase as set

forth in Section 11.13 below. This Agreement does not alleviate the Purchaser from obtaining the necessary approvals, authorizations or permits required for development of the Property for said use, nor shall this Agreement be construed as granting such approval.

(e) Purchaser acknowledges that pole buildings are prohibited in the Horn Rapids Business Center and agrees that Purchaser will not build pole buildings on the Property.

8. Casualty and Condemnation.

8.1. Material Casualty or Condemnation. If prior to the Closing Date: (i) the Property shall sustain damage caused by casualty which would cost ten thousand dollars ($10,000) or more to repair or replace; or (ii) if a taking or condemnation of any portion of the Property has occurred, or is threatened, which would materially affect the value of the Property, either Purchaser or Seller may, at its option, terminate this Agreement by written notice to the other party given within two (2) business days after notice of such event. If prior to the Closing Date neither party provides said termination notice within such two (2) business day period, the Closing shall take place as provided herein with a credit against the Purchase Price in an amount equal to any insurance proceeds or condemnation awards actually collected by Seller and an assignment to Purchaser at Closing of all Seller's interest in and to any insurance proceeds or condemnation awards which may be due but unpaid to Seller on account of such occurrence.

8.2. Immaterial Casualty or Condemnation. If prior to Closing Date, the Property shall sustain damage caused by casualty which is not described in Section 8.1, or a taking or condemnation has occurred, or is threatened, which is not described in Section 8.1, neither Purchaser nor Seller shall have the right to terminate this Agreement. Closing shall take place as provided herein with a credit against the Purchase Price equal to (i) the cost to repair that portion of the Property so damaged by insured casualty, or (ii) an amount equal to the anticipated condemnation award, as applicable. At Closing, Purchaser shall assign to Seller all rights or interest in and to any insurance proceeds or condemnation awards which may be due on account of any such occurrence.

9. Purchaser's Remedies. If Seller fails without legal excuse to complete the sale of the Property in accordance with the terms of this Agreement, Purchaser may elect one of the following remedies (Purchaser hereby waiving any and all other remedies): (a) specific performance of this Agreement (provided an action thereon is commenced with thirty (30) days of Seller's failure to perform), or (b) terminate this Agreement and receive a refund of the Earnest Money Deposit.

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

AMOUNT OF THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF THE DAMAGES.

11. Miscellaneous.

11.1. Finder's Fee. Purchaser and Seller each agree that, at Closing, Seller shall pay a four percent (4%) finder's fee to the licensed real estate agent representing Purchaser as set forth in the Brokerage Agreement between Purchaser and such broker, the form of which is attached to this Agreement as **Exhibit B**. Except as provided herein, Seller and Purchaser both agree to indemnify, defend, and hold the other harmless from and against any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, resulting from any claims for a commission, broker or other finder's fee or resulting from the purchase of the Property. The provisions of this Section 11.1 shall survive closing.

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

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

If to Seller: City of Richland
Attn: Economic Development Office
505 Swift Blvd., MS #18
Richland, Washington 99352
Phone: (509) 942-7583

If to Purchaser: Willam J. Mascott
988 SW 26th Street
Troutdale, Oregon 97060
Phone: 503.519.6994
Email: bmascott@mascottec.com

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

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

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

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

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

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

11.9. Counterparts. This Agreement may be executed in several counterparts, including by portable document format (.pdf), each of which shall be an original, but all of such counterparts shall constitute one such Agreement.

11.10. Time. Any extension of time granted for the performance of any duty under this Agreement shall not be considered as an extension of time for the performance of any other duty under this Agreement. As used in this Agreement, "business day" refers to any day which is not a Saturday, Sunday or a holiday in the State of Washington. In the event the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or a holiday, such time for performance shall be extended to the next business day.

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

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

11.13. Right to Repurchase. This Property is being sold to Purchaser in anticipation of a minimum of 6,000 square feet of office and warehouse facility, subject to the following:

(a) If Purchaser fails to submit an application to Seller for approval of building plans within eight (8) months of Closing, Seller reserves the right to reclaim title to the Property through repurchase.

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

(c) The rights of Seller set forth in Sections 11.13(a) and (b) are referred to in this Agreement as the "Right to Repurchase."

(d) Seller shall reclaim the Property by refunding, without interest, the original Purchase Price of Sixty-Five Thousand Three Hundred Forty dollars and no cents ($65,340.00) for the Property.

(e) Purchaser and Seller shall each pay for one half of the closing costs related to Seller's repurchase of the Property. Other than closing costs, Seller will not assume any liability for expenses incurred by Purchaser in conducting this transaction. Purchaser agrees to re-convey fee title to Seller within sixty (60) days of receipt of notification of Seller's election to exercise its Right to Repurchase.

(f) This Right to Repurchase is exclusive to Seller and shall be exercised at Seller's sole discretion. This Right to Repurchase shall survive thirty-sixty months (36) months after Closing or until such time as building commences, whichever is earlier.

(g) Seller shall be under no obligation to exercise this Right to Repurchase. Purchaser agrees that Seller must grant approval to any resale of the Property by Purchaser to any third party within the thirty-six (36) month Right to Repurchase period, which shall be given in Seller's sole discretion. This Right to Repurchase right shall survive Closing and the delivery of the Deed.

(h) Seller and Purchaser agree to execute a Memorandum of Repurchase Right to evidence Seller's Right to Repurchase, which Memorandum may be recorded by Seller in the real property records of Benton County, Washington.

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

[*Signature Page to Follow*]

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

CITY OF RICHLAND – SELLER	**WILLIAM J. MASCOTT – PURCHASER**
_____	_____
By: Cynthia D. Reents, ICMA-CM Its: City Manager	By: William J. Mascott
_____	_____
Date	Date

APPROVED AS TO FORM:

_____

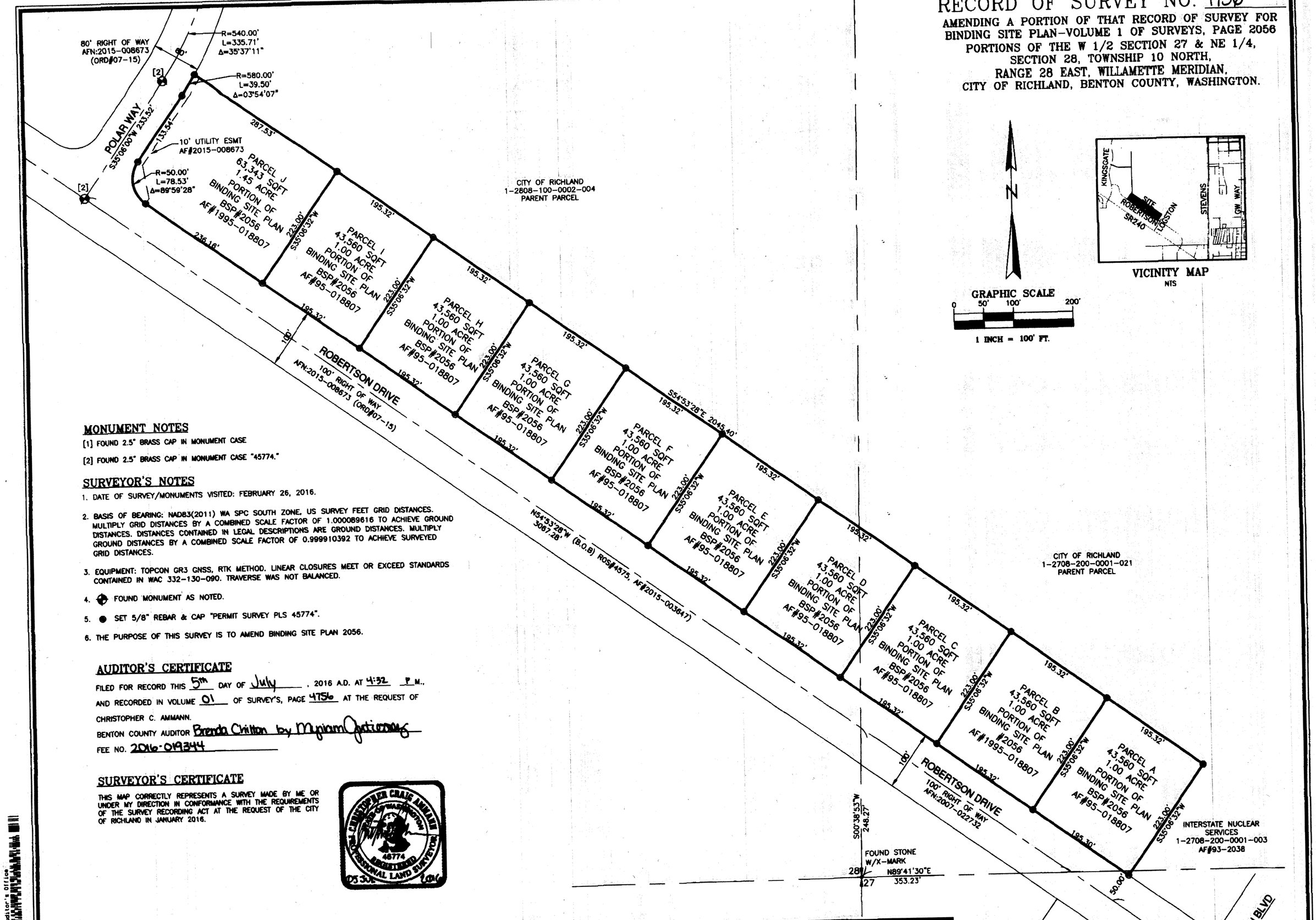
By: Heather Kintzley, City Attorney

Exhibit A

Parcel B, Record Survey No. 4756

RECORD OF SURVEY NO. 4756

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR BINDING SITE PLAN–VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4, SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.



MONUMENT NOTES

[1] FOUND 2.5" BRASS CAP IN MONUMENT CASE

[2] FOUND 2.5" BRASS CAP IN MONUMENT CASE "45774."

SURVEYOR'S NOTES

1. DATE OF SURVEY/MONUMENTS VISITED: FEBRUARY 26, 2016.
2. BASIS OF BEARING: NAD83(2011) WA SPC SOUTH ZONE, US SURVEY FEET GRID DISTANCES. MULTIPLY GRID DISTANCES BY A COMBINED SCALE FACTOR OF 1.000089616 TO ACHIEVE GROUND DISTANCES. DISTANCES CONTAINED IN LEGAL DESCRIPTIONS ARE GROUND DISTANCES. MULTIPLY GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.999910392 TO ACHIEVE SURVEYED GRID DISTANCES.
3. EQUIPMENT: TOPCON GR3 GNSS, RTK METHOD. LINEAR CLOSURES MEET OR EXCEED STANDARDS CONTAINED IN WAC 332-130-090. TRAVERSE WAS NOT BALANCED.
4. ⊕ FOUND MONUMENT AS NOTED.
5. ● SET 5/8" REBAR & CAP "PERMIT SURVEY PLS 45774".
6. THE PURPOSE OF THIS SURVEY IS TO AMEND BINDING SITE PLAN 2056.

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M.,
AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 4756 AT THE REQUEST OF
CHRISTOPHER C. AMMANN.
BENTON COUNTY AUDITOR Brenda Chilton by Myriam Quintanilla
FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JANUARY 2016.

CHRISTOPHER CRAIG AMMANN
STATE OF WASHINGTON
46774
REGISTERED
PROFESSIONAL LAND SURVEYOR
05 30 2016

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE:	5/19/16
SCALE:	1"=100'
DRAWN BY:	ADG
APPROVED BY:	CCA
	14037

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION

RICHLAND WASHINGTON

SHEET 1 OF 2

2016-019344 B: 01 P: 4756 SUR
07/05/2016 04:32:06 PM Pages: 2 Fee: $162.00
Brenda Chilton, Benton County Auditor's Office
Benton County, Benton County Public Works

RECORD OF SURVEY NO. 4756

AMENDING A PORTION OF THAT RECORD OF SURVEY FOR BINDING SITE PLAN–VOLUME 1 OF SURVEYS, PAGE 2056
PORTIONS OF THE W 1/2 SECTION 27 & NE 1/4, SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF RICHLAND, BENTON COUNTY, WASHINGTON.

PARCEL A LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NO. 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE WEST HALF OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 983.39 FEET; THENCE NORTH 35°06'46" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE AND THE SOUTHEAST CORNER OF PARCEL 6, BLOCK 4 AS DEPICTED IN SAID BINDING SITE PLAN 2056, SAID POINT BEING THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'46" EAST ALONG THE EAST LINE THEREOF, FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.32 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL B LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1178.70 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL C LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1374.04 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL D LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHWEST QUARTER OF SECTION 27 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1569.38 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL E LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1764.71 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL F LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 1960.05 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL G LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

A PORTION OF BINDING SITE PLAN 2056, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, LOCATED IN SECTION 27, TOWNSHIP 10, RANGE 28 EAST W.M., BENTON COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2155.38 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL H LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2350.72 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL I LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2546.06 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 195.34 FEET; THENCE SOUTH 35°06'32" WEST FOR A DISTANCE OF 223.02 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 195.34 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.00 ACRES

PARCEL J LEGAL DESCRIPTION

A PORTION OF BINDING SITE PLAN 2056, ACCORDING TO THE SURVEY THEREOF RECORDED IN VOLUME 1 OF SURVEYS, PAGE 2056, UNDER AUDITOR'S FILE NUMBER 1995–018807, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 10 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE INTERSECTION OF A PUBLIC ROAD KNOWN AS LOGSTON BOULEVARD AND ROBERTSON DRIVE, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON. THENCE NORTH 54°53'28" WEST ALONG THE CENTERLINE OF SAID ROBERTSON DRIVE FOR A DISTANCE OF 2741.39 FEET; THENCE NORTH 35°06'32" EAST AT RIGHT ANGLES FOR A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING NORTH 35°06'32" EAST FOR A DISTANCE OF 223.02 FEET; THENCE NORTH 54°53'28" WEST FOR A DISTANCE OF 287.56 FEET TO A POINT ON THE EASTERLY MARGIN OF A PUBLIC ROAD KNOWN AS POLAR WAY, AS DEPICTED ON RECORD OF SURVEY 4575, AS RECORDED IN VOL. 1 OF SURVEYS, PAGE 4575, UNDER AUDITOR'S FILE NUMBER 2015–003647, RECORDS OF BENTON COUNTY, WASHINGTON AND THE BEGINNING OF A 580.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY A DISTANCE OF 39.50 ALONG THE EASTERLY MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°54'07"; THENCE CONTINUING ALONG THE EASTERLY MARGIN THEREOF SOUTH 35°06'00" WEST FOR A DISTANCE OF 133.55 FEET TO THE BEGINNING OF A 50.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY AND EASTERLY A DISTANCE OF 78.53 ALONG THE EASTERLY MARGIN AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'28" TO A POINT ON THE NORTHERLY RIGHT–OF–WAY MARGIN OF SAID ROBERTSON DRIVE; THENCE SOUTH 54°53'28" EAST ALONG THE NORTH LINE THEREOF FOR A DISTANCE OF 236.18 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 1.45 ACRES

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 5th DAY OF July, 2016 A.D. AT 4:32 P.M., AND RECORDED IN VOLUME 01 OF SURVEY'S, PAGE 4756 AT THE REQUEST OF CHRISTOPHER C. AMMANN.

BENTON COUNTY AUDITOR Brenda Chilton by Myriam Quintana Deputy

FEE NO. 2016-019344

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE CITY OF RICHLAND IN JANUARY 2016.

CHRISTOPHER C. AMMANN STATE OF WASHINGTON 48774 REGISTERED PROFESSIONAL LAND SURVEYOR 05/19/2016

PERMIT SURVEYING INC
2245 Robertson Drive
Richland, Washington 99354
OFFICE 509-375-4123
FAX 509-371-0999

DATE:	05/19/16
SCALE:	NTS
DRAWN BY:	ADG
APPROVED BY:	CCA
	14037

CITY OF RICHLAND
ROBERTSON DRIVE EXTENSION
RICHLAND WASHINGTON

Exhibit B

CITY OF RICHLAND
FINDER'S FEE AGREEMENT

Name of Finder: Derrick Stricker, NAI Tri-Cities Commercial Real Estate Services

Name of Prospective Purchaser: Bill Mascott/Mascott Equipment Company, Inc.

Effective Date:

City of Richland (the "City") and Finder desire to set forth their mutual understanding and agreement regarding the real property commonly known as ***2484 Robertson Drive*** and legally described on **Exhibit A** attached (the "Property") and the payment of fees to Finder in the event that the City sells the Property to the Prospective Purchaser (as defined above) within the Term (defined below). Accordingly, the City and Finder hereby agree as follows:

1. In the event that within the Term the City closes the sale of the Property to Prospective Purchaser (the "Sale Transaction"), the City shall pay Finder a commission (the "Fee") of four (4%) percent of the gross purchase price, as set forth in the Purchase and Sale Agreement for the sale of the Property to Prospective Purchaser. The Fee will be paid within five (5) business days of the Closing of the Sale Transaction.

2. A Fee will be payable only with respect to the Sale Transaction provided the Sale Transaction actually closes with Prospective Purchaser with respect to the Property within six (6) months Effective Date hereof (the "Term").

3. This Agreement does not give Finder the authority to speak or act in the City's name or on its behalf, and Finder agrees that it will not make any representation binding upon the City to any third party with respect to the City, the Property, or the Sale Transaction. The City agrees that Finder has made no representation or warranty regarding whether Prospective Purchaser will, in fact, close a Sale Transaction. Finder agrees not to solicit any other prospective purchasers (other than Prospective Purchaser) without the consent of the City and to maintain the confidentiality of all materials provided by the City to Finder in connection with the Property and the engagement of Finder hereunder.

4. Any and all expenses incurred by Finder in connection with any introduction pursuant to this Agreement will be borne by Finder. The City shall pay Finder the Fee with respect to the sale of the Property to Prospective Purchaser within the Term solely as compensation for Finder's role in having introduced the City to the Prospective Purchaser for the Sale Transaction and not for any other services. The City acknowledges and agrees that Finder is not acting as a real estate broker to the City in connection with making any such introduction. Finder acknowledges and agrees that this Agreement represents a non-exclusive arrangement and that the City may pursue other purchasers for the Property.

5. A decision by the City to enter into a purchaser and sale agreement with Prospective Purchaser for the sale of the Property, and the terms of such transaction, shall be made by the City

in its sole discretion, and nothing in this Agreement shall require the City to accept any such proposed Sale Transaction with Prospective Purchaser.

6. This Agreement represents the sole understanding of the parties regarding the subject matter hereof, and may only be amended by a writing signed by all the parties. In the event of any disagreement hereunder, this agreement shall not be construed as having been drafted by either party. In the event of any dispute rising out of this agreement, the prevailing party shall be entitled to receive, without limitation, its reasonable attorney's fees and costs. This agreement shall be governed by the laws of the state of Washington. Each party hereby submits to the exclusive venue of the state court located in Benton County and waives the benefit of *forum non conveniens* or any similar doctrine. Each of the parties agrees to cooperate with the other party and to execute, acknowledge and deliver any and all additional agreements, certificates, instruments, dismissals and documents and to take any and all such further actions, all at no additional cost to the other party and all as may reasonably be deemed necessary or appropriate by the other party to effectuate the intent of this agreement.

7. Each party represents and warrants that it has the full power and authority to execute, deliver and perform this agreement and to do any and all other things reasonably required hereunder. Each of the individuals whose signature appears below hereby represents and warrants that he or she has the actual authority to enter into this agreement on behalf of the entity on whose behalf he or she signs this agreement and does so to the fullest extent of his or her authority whether as an individual, officer, director, shareholder, partner, joint venturer, or otherwise. However, the individuals whose signature appears below acts solely in a representative capacity on behalf of the City and shall have no personal liability hereunder.

8. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. It may be signed in one or more counterparts.

If the foregoing correctly sets forth our agreement and understanding, please so indicate by signing and returning a copy of this agreement.

Dated this _____ day of _____, 2018.

_____
Economic Development Manager

_____
Signature of Finder

_____
Printed Name of Finder

N
LOGAN ST
ROBERTSON DR
POLAR WAY
RICHLAND
RV PARK
PRIVATE RD
LOGAN ST
J
I
H
G
F
E
D
C
B
A
RECORD SURVEY NO. 4756
A System
SR 240
HORN RAPIDS
COMMERCIAL PLAZA
RIVER PARK DR
KINGSGATE WAY
RIVER VALLEY DR
HORN RAPIDS
RESIDENTIAL
COMMUNITY
BILL MASCOTT
1.00 ACRE PURCHASE
ROBERTSON DR
LOGSTON BLVD
HORN RAPIDS
BUSINESS CENTER
HENDERSON
BRAMASOLE DR
TUSCANNA DR
COPPERLE

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Items for Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Appointment to the Richland Public Facilities District Board: Daniel Boyd

Department:
City Attorney

Ordinance/Resolution Number:

Document Type:
General Business Item

Recommended Motion:
Approve the reappointment of Daniel Boyd to Position No. 2 on the Richland Public Facilities District Board.

Summary:
The Richland Public Facilities District Board position term currently held by Daniel Boyd (No. 2) expired on July 15, 2018.

The Richland City Council interviewed Mr. Boyd at its July 24, 2018 Council Workshop and asked that action be taken at the next council meeting regarding Mr. Boyd's application.

The term for Position No. 2 is for four years, effective July 16, 2018 through July 15, 2022.

Mr. Boyd's application packet is on file in the City Clerk's Office.

Fiscal Impact:
None.

Attachments:

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Expenditures - Approval

Key Element: Key 1 - Financial Stability & Operational Effectiveness

Subject:
Expenditures from July 9, 2018 - July 27, 2018 for $14,563,287.91 including Check Nos. 259289-260128, Wire Nos. 6994-7028, Payroll Check Nos. 135857-137003, and Payroll Wire/ACH Nos. 10526-10562

Department:
Administrative Services

Ordinance/Resolution Number:

Document Type:
Expenditures

Recommended Motion:
Approve the expenditures from July 9, 2018, to July 27, 2018 in the amount of $14,563,287.91.

Summary:
Breakdown of Expenditures:

Check Nos.	259289-260128	4,655,778.76
Wire Nos.	6994-7028	5,978,438.23
Payroll Check Nos.	135857-137003	43,601.82
Payroll Wires/ACH	10526-10562	3,885,469.10
TOTAL		$14,563,287.91

Fiscal Impact:
Yes

Total Disbursements: $14,563,287.91. Disbursements (wire transfers) include $3,471,165.00 for purchase power.

Attachments:
1. Wire Transfers
2. Voucher Listing Report

VOUCHER LISTING REPORT
SUMMARY OF WIRE TRANSFERS
JULY 9 - JULY 27, 2018

Payee	Wire Description	Amount
Claim Wires - Wire No. 6994 to 7028		
AW Rehn Insurance	Fire Health Reimbursement Account	309.75
Bonneville Power Administration	Purchase Power	3,471,165.00
CIGNA Health/Matrix/QBE/VSP	Insurance Claims	1,035,432.21
Department of Licensing	Firearms Online Pmt for Concealed Licenses	1,019.00
Discovery Benefits	Section 125	5,887.10
LEOFF Trust	Fire Health Premiums	83,766.17
Leone & Keeble	Contract C16-292 - Pay Estimate	1,213,570.04
Richland Golf Management Corporation	Col. Pt. Operating Reimb	162,947.01
US Bank	P-Card Transactions	4,341.95
	Total Claim Wire Transfers	$ 5,978,438.23
Payroll Wires & Direct Deposits (ACH) - Wire No. 10526 to 10562		
Payroll Wires *see description below	Total Payroll Wire Transfers & Deposits	$ 3,885,469.10
	Total Claim & Payroll Wires/ACH	**$ 9,863,907.33**

*Payroll Wires - transactions represent; employee payroll, payment of benefits, payroll taxes and other related payroll benefits.

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FUND 001 GENERAL FUND					
Division: 000 UNASSIGNED					
BANK OF AMERICA		18060058467	259920	BANK ANALYSIS FEES	$3,452.64
BENTON COUNTY TREASURER		0618BC	259712	CRIME VICTIMS COMP BCDC-JUN 18	$724.95
BENTON FRANKLIN COMMUNITY ACTION COMMITTEE		JUN 2018	259954	HELPING HANDS 2ND QTR 2018	$1,589.61
BLACKLINE INC	P059085	C114-18/PMT 1	259298	RETAINAGE	($272.46)
CITY OF RICHLAND		071118	259559	CASHIER SHORTAGE-CASTRO	$20.25
				CASHIER SHORTAGE-DAMRELL	$0.20
		072018	259968	CASHIER SHORTAGE-BLASDEL	$100.00
PERMIT REFUND		2018-000021	259339	DUPLICATE PERMIT	$39.15
RECWARE REFUND		062518	259500	REFUND DEPOSIT	$425.00
		062718	259407	REFUND DEPOSIT	$500.00
				REFUND DEPOSIT	$200.00
			259512	REFUND DEPOSIT	$500.00
				REFUND DEPOSIT	$200.00
		070518	259448	REFUND PARKS & RECREATION	$200.00
		070518-		REFUND CANCELLATION	$697.50
		070918	260076	REFUND PARKS & RECREATION	$150.00
				REFUND DEPOSIT	$150.00
			260115	REFUND PARKS & RECREATION	$150.00
				REFUND DEPOSIT	$150.00
		071018	260062	REFUND DEPOSIT	$500.00
		071718	260107	REFUND PARKS & RECREATION	$49.00
		072318	260097	REFUND PARKS & RECREATION	$70.00
WA STATE DEPARTMENT OF REVENUE		Q2-18LHT	259515	LEASEHOLD TAX-2ND QTR 2018	$50,057.63
WASHINGTON STATE PATROL		I18008867	259865	BACKGROUND CHECKS-JUNE 2018	$444.00
		ID001411CM	259682	CREDIT FOR MAY INVOICE	($64.00)
WASHINGTON STATE TREASURER		0618WS	259866	FINES & FORFEITURES BC-JUNE 18	$1,388.90
				FINES & FORFEITURES BC-JUNE 18	$37,958.56
WEBCHECK INC		6039	259868	WEBCHECK SRVC JUNE 18	$1,510.63
				UNASSIGNED TOTAL****	**$100,891.56**
Division: 001 CITY COUNCIL					
ENERGY COMMUNITIES ALLIANCE		061918	259437	ECA DUES - 2018	$2,500.00
LEMLEY, PHILLIP		18-257 LEMLEY	259469	18-257 AWC ANNUAL CONFERENC	$224.40
PARADISE BOTTLED WATER CO		06/18-CITYATTORNE	259819	BOTTLED WATER-JUNE	$45.03
VERIZON WIRELESS	P059373	9809935145	259679	JUNE 2018 WIRELESS CHARGES COU	$180.14
				CITY COUNCIL TOTAL****	**$2,949.57**
Division: 100 CITY MANAGER					
BANK OF AMERICA		TXN00039835	259921	WCMA - SUMMER CONF. REGISTRATI	$325.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039848	259921	SUN MOUNTAIN LODGE - WCMA SUMM	$176.32
REENTS, CYNTHIA		071918	260109	REIMB LUNCH MEETING EXPENSE	$72.33
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$66.86
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$50.95
				CITY MANAGER TOTAL****	**$691.46**
Division: 101 CITY CLERK					
BANK OF AMERICA		TXN00039789	259921	Record Ordinance	$78.00
		TXN00040115		Record Three Ordinances	$314.68
CODE PUBLISHING INC		60664	259971	WEB UPDATE 7/11/2018	$69.88
PARADISE BOTTLED WATER CO		06/18-CITYATTORNE	259819	BOTTLED WATER-JUNE	$13.50
TRI CITY HERALD	S017964	3659065	259369	MTG NOTICE 051518 COUNCIL RAN	$29.66
	S017964	3665029		MTG NOTICE 052118 COUNCIL RAN	$36.22
	S017964	3669531		ORD 22-18 PW RAN ON 5/20/18	$29.66
	S017964	3669556		ORD 21-18 CA RAN ON 5/20/18	$32.13
	S017964	3688765		PHM 060518 COUNCIL RAN ON 6/3/	$64.27
	S017964	3688848		PHN 060518 COUNCIL RAN ON 6/3/	$64.27
	S017996	3693848	260032	PHN 061918 COUNCIL RAN ON 7/1/	$46.96
	S017996	3704296		ORD 29-18 PW RAN ON 6/10/18	$32.13
	S017996	3704307		ORD 26-18 PW RAN ON 6/10/18	$29.66
	S017996	3704346		ORD 26-18 PW RAN ON 6/10/18	$32.13
	S017996	3704377		ORD 25-18 RPD RAN ON 6/10/18	$37.08
	S017996	3705371		PHN 061918 COUNCIL RAN ON 6/17	$44.49
	S017996	3725813		ORD 28-18 CDS RAN ON 6/24/18	$42.02
	S017996	3725831		ORD 24-18 CDS RAN ON 6/24/18	$32.13
	S017996	3725888		ORD 23-18 CDS RAN ON 6/24/18	$39.55
	S017996	3725901		ORD 30-18 PW RAN ON 6/24/18	$29.66
	S017996	3733228		PHN 070318 COUNCIL RAN ON 7/1/	$46.96
	S017996	3734584		PHN 070318 PW RAN ON 7/1/18	$71.68
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$33.15
				CITY CLERK TOTAL****	**$1,249.87**
Division: 102 CITY ATTORNEY					
BANK OF AMERICA		TXN00039764	259921	WESTIN (WESTIN HOTELS) - SENNE	$209.43
		TXN00039909		Tacoma Narrows Bridge Toll	$6.00
		TXN00039930		Tacoma Narrows Bridge Toll	$6.00
		TXN00039959		Tacoma Narrows Bridge Toll	$6.00
		TXN00039977		Tacoma Narrows Bridge Toll	$6.00
		TXN00040016		STAPLES - BINDER TABS	$105.34
		TXN00040049		3) First Aid Kits	$190.63
BELL BROWN & RIO PLLC		978	259393	PROSECUTION SRVCS-JULY	$22,716.09
BENTON COUNTY TREASURER		JUNE 2018	259713	DISTRICT COURT/OPD-JUNE 2018	$56,069.06

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CALFO EAKES & OSTROVSKY PLLC		1298	259721	PETERSON V COR	$8,689.00
COLUMBIA SAFETY LLC		2018-117	259739	CPR/AED/FIRST AID-METZGER	$70.00
JOYCE ZIKER PARKINSON PLLC		50304	259458	TRAVELERS LITIGATION	$9,793.50
		50532	259997	TRAVELERS LITIGATION	$10,838.00
LAW OFFICES OF CHRIS FARIAS, PLLC		263	259337	HR RELATED LEGAL SVCS	$19,615.50
MENKE JACKSON BEYER LLP		06/2018-088	259803	NESS/PAULSON V. COR	$624.00
OGDEN MURPHY WALLACE, PLLC		814509	259815	WIRELESS CODE	$108.00
PARADISE BOTTLED WATER CO		06/18-CITYATTORNE	259819	BOTTLED WATER-JUNE	$9.00
THOMSON REUTERS-WEST		838468145	259855	INFORMATION CHARGES-JUNE 2018	$2,215.32
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$38.70
	P059374			WIRELESS CHARGES JUNE 2018 INV	$38.70
XEROX CORPORATION		093788705	259874	MX4-344681 BASE/PRINTS-JUNE	$54.73
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$52.74
				CITY ATTORNEY TOTAL****	**$131,461.74**
Division: 110 ASSISTANT CITY MANAGER					
BANK OF AMERICA		TXN00039686	259921	ICMA BUDGETING GUIDE WEBINAR S	$395.00
		TXN00039687		FRED-MEYER - MEETING REFRESHME	$29.26
		TXN00039707		SOME BAGELS, INC. - MEETING RE	$16.40
		TXN00039745		ICMA PUBLICATIONS - BUDGETING	$82.62
		TXN00039749		PROJECT MANAGEMENT INSTITUTE A	$129.00
		TXN00039768		STAPLES - DRY ERASE CLEANER, M	$38.98
		TXN00039783		ICMA - ANNUAL CONFERENCE REGIS	$685.00
		TXN00039796		STAPLES - BINDERS	$39.30
		TXN00039800		STAPLES - RUBBER BANDS	($1.40)
		TXN00039830		STAPLES - RUBBER BANDS	$1.40
		TXN00039832		SUN MOUNTAIN LODGE - WCMA SUMM	$176.32
		TXN00039963		WCMA - SUMMER CONF. REGISTRATI	$325.00
		TXN00040071		PORTER'S REAL BBQ - ITGC LUNCH	$241.43
		TXN00040137		ASSOC OF WA CITIES - WEBINAR -	$25.00
PARADISE BOTTLED WATER CO		06/18-CITYATTORNE	259819	BOTTLED WATER-JUNE	$13.50
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$70.45
XEROX CORPORATION		093788705	259874	MX4-344681 BASE/PRINTS-JUNE	$53.92
				MX4-344681 BASE/PRINTS-JUNE	$236.69
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$34.58
				ASSISTANT CITY MANAGER TOTAL****	**$2,592.45**
Division: 111 COMMUNICATIONS & MARKETING					
BANK OF AMERICA		TXN00039678	259921	FACEBK - CIVIL ENGINEER JOB PO	$10.00
		TXN00039719		OFFICE DEPOT - TONER	$439.70
		TXN00039732		PAYPAL 3CMA - CONF. REGISTRAT	$380.00
		TXN00039859		PAYPAL 3CMA - MEMBERSHIP DUES	$400.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039863	259921	STK SHUTTERSTOCK, INC.	$29.00
		TXN00039876		ROASTERS COFFEE: GIFT CARD	$25.00
		TXN00040087		TRI-CITY REGIONAL CHAMBER - JU	$25.00
		TXN00040091		FACEBOOK ADS - JUNE	$45.25
		TXN00040098		FACEBOOK - INSTAGRAM ADS - JUN	$4.75
		TXN00040105		Printed Forms for the City Att	$85.14
		TXN00040124		THE COFFEE BEAN - SHARED VALUE	$25.69
MID COLUMBIA ENGINEERING INC	P058675	ST009925	259342	ANISA GARCIA, PRINTER/MAIL CLE	$729.36
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$76.21
WEST RICHLAND CHAMBER OF COMMERCE		6891	259869	ANNUAL DUES 4/2018-3/2019	$1,000.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$12.74
				PHONE CHARGES 7/1-7/31/18	$0.27
				PHONE CHARGES 7/1-7/31/18	$12.87
				COMMUNICATIONS & MARKETING TOTAL****	**$3,300.98**
Division: 112 CABLE COMMUNICATIONS					
VECTOR BROADCAST LLC	S017745	4457	259678	QUARTERLY MAINTENANCE FOR AUDI	$2,063.40
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$14.09
				CABLE COMMUNICATIONS TOTAL****	**$2,077.49**
Division: 113 HANFORD COMMUNITIES					
BANK OF AMERICA		TXN00039960	259921	ECA - NATIONAL CLEANUP WORKSH	$575.00
PARADISE BOTTLED WATER CO		06/18-CITYATTORNE	259819	BOTTLED WATER-JUNE	$9.00
TRI MEDIA	S017512	18-01	259370	PRODUCE 15-25 MINUTE VIDEO ON	$5,000.00
XEROX CORPORATION		093788705	259874	MX4-344681 BASE/PRINTS-JUNE	$54.73
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$9.13
				HANFORD COMMUNITIES TOTAL****	**$5,647.86**
Division: 120 FIRE					
BANK OF AMERICA		TXN00039694	259921	AMAZON - 409 CLEANER	$50.98
		TXN00039709		AMAZON - BATTERIES	$60.48
		TXN00039712		AMAZON - STA INSECT SPRAY	$48.88
		TXN00039724		AMAZON - INT'L FIRE/BLDG CODE	$299.43
		TXN00039739		AMAZON - APPARATUS WASH	$24.40
		TXN00039808		PROVANTAGE - TONER CART'S	$551.76
		TXN00039845		STAPLES - PENS, POST-ITS	$59.91
		TXN00039869		CHARTER - STA INTERNET FEES	$262.43
		TXN00039880		CHARTER - STA INTERNET FEES	$266.20
		TXN00039898		WALMART - REHAB SUPPLIES	$40.58
		TXN00039904		COSTCO - REHAB SUPP'S	$26.90
		TXN00039906		AMAZON - REHAB SUPP'S	$76.45
		TXN00039911		WALMART - REHAB SUPP'S	$45.06
		TXN00039934		CPO - SAWZALL W/CASE	$161.81

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039935	259921	WPSG, INC - IRONS MAN SLNGR	$46.98
		TXN00039945		WPSG, INC - VALVE, O-PLATE	$472.69
		TXN00039947		AMAZON - TURTLE WAX	$16.25
		TXN00039951		RESCUE DIRECT - PRUSIK LOOP	$204.45
		TXN00039964		AMAZON - CREDIT	($68.37)
		TXN00039969		RESCUE NW - ANCHOR STRAPS	$806.19
		TXN00040019		PANERA - FIRE ORAL BOARD	$86.99
		TXN00040037		PANERA - FIRE ORAL BOARD LUNCH	$86.99
		TXN00040146		AMAZON - PROJECTOR RET'D	($1,393.08)
BENTON COUNTY FIRE DIST 1		FTC2018-22	259394	FIRE TRAINING REGIST BOWE	$450.00
BENTON RURAL ELECTRIC ASSOCIATION		06/18-74170526	259955	COLLINS RD RADIO TOWER-ELECTRI	$31.41
BOWE, BRIAN		071618	260054	REIMB CLASS A UNIFORM	$307.96
CALLBACK STAFFING SOLUTIONS LLC		009069	259959	STAFFING CALLBACK SRVCS-JULY	$216.13
CASCADE FIRE EQUIPMENT CORP DBA	P059264	123290	259304	BULLARD REPLACEMENT RATCHET	$108.33
	P059264			BULLARD FULL BRIM WILDLAND HEL	$56.47
CHAPLAIN SERVICES NETWORK		RFD-06302018	259554	CHAPLAIN SRVCS APR-JUN 2018	$375.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$4,906.92
EMERICK, MIKE		051518	259435	FUEL REIMB-OKANOGAN DPLYMNT	$33.69
FEDERAL EXPRESS CORP		6-214-18528	259440	SHIPPING CHRGS DEROUSIE APP	$9.74
		6-242-77470	259981	RETURN SHIPPING	$18.14
FRONTIER		07/18 2061880334	259590	VHF PHONE LINE 06/19-07/18/18	$476.98
		07/18 2530045365	259982	SILVER CLOUD PHONE LINE	$66.67
LN CURTIS & SONS	P059313	INV197451	260003	#XXLG32 TFT, 2.5NH BLITZFORCE	$3,464.34
PUBLIC SAFETY TESTING INC		2018-8471	259827	2ND QTR 2018 SUBSCRIPTION FEES	$291.51
REGION 8 FIRE COUNCIL		06-661	259638	IFSAC FF2 TEST (ALMON)	$150.00
RICHLAND ACE HARDWARE		215858/2	259639	HEARING PROTECTION	$36.90
		215877	259497	AIR HOSE/SEA/CAMP	$9.95
		61571/1	259639	CLEANER LIQUID	$13.01
		62776/1		DRAIN COCK/PIPE TEE/AIR PLUG	$19.94
		62878/1		SILICONE LUBE	$13.01
		62894/1		33 GAL DRAWSTRING BAGS	$8.68
RODGERS, BRENDA J		18-319 RODGERS	259837	18-319 S200 INCIDENT COMMAN	$360.12
SEA WESTERN INC	P059334	206851	260022	SHIPPING	$20.47
	P059334			HAIX FIRE HUNTER XTREME 14" PU	$396.39
SEW FABULOUS		1351	259503	HEM 3 PAIRS OF PANTS	$48.87
UNITED PARCEL SERVICE	S017987	000986641278	259372	GROUND PKG TO BOSCH SECURITY	$4.38
	S017987			WEIGHT CORRECTION FOR PKG TO	$0.07
US CELLULAR		20180625000034	259675	VHF TOWER FEES	$304.16
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$760.52
	P059374			WIRELESS CHARGES JUNE 2018 INV	$516.45
WEST COAST FIRE & RESCUE		6726	260037	HOLMATRO SERVICE	$1,183.74

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$187.19
				FIRE TOTAL****	**$17,081.50**
Division: 130 POLICE					
A & E TOWING LLC		523RPD	259377	TOW CHARGES 18-11447	$1,377.05
BANK OF AMERICA		TXN00039677	259921	CO SPOKANE W2E PLANT - DRUG DI	$93.92
		TXN00039679		ACTION TARGETS - TARGETS	$173.20
		TXN00039699		SHOES.COM - BOOTS	$135.70
		TXN00039704		AMAZON - RESPIRATOR FACE MASK	$14.00
		TXN00039705		Amazon.com - DVD'S	$108.32
		TXN00039717		VICTORY TAILGATE - CORNHOLE GA	$234.98
		TXN00039721		GOOD2GO-INTERNET - TOLL CHARGE	$2.75
		TXN00039740		4IMPRINT - SUNGLASSES/STADIUM	$1,358.20
		TXN00039747		TRI-TECH/NATIONAL LAW - DNA CO	$286.50
		TXN00039748		YOKES WEST RICHLAND - BAGS OF	$9.96
		TXN00039751		AMAZON MKTPLACE PMTS - WIRE HA	$15.30
				AMAZON MKTPLACE PMTS - WIRE HA	$19.98
		TXN00039753		LEGACY ATHLETIC - THIN BLUE LI	$341.31
		TXN00039758		STAPLES - PAPER/PENS/MEMO PADS	$653.53
		TXN00039759		EVIDENT INC - FINGERPRINT POWD	$95.53
		TXN00039762		LN CURTIS - UTILITY POUCH	$60.47
		TXN00039763		TAP RACK HOLSTERS & CUSTO - HO	$77.25
		TXN00039766		THE HOME DEPOT #4746 - 2X2/TAP	$118.20
		TXN00039794		TALOS TACTICAL - STRYKE PANTS	$401.07
		TXN00039795		GALLS - PANTS	$108.50
		TXN00039814		SUN WEST SPORTSWEAR - EMBROIDE	$53.40
		TXN00039815		AMAZON - DISINFECTING WIPES/SH	$34.68
		TXN00039828		TALOS TACTICAL - POLO	$31.30
		TXN00039844		SANDYS TROPHIES INC - DOOR SIG	$148.24
		TXN00039857		CASE CLUB - PISTOL CASES	$490.25
		TXN00039868		WM SUPERCENTER #3261 - BOTTLED	$8.21
		TXN00039870		BRAVO COMPANY USA INC - SLING	$23.90
		TXN00039878		WAL-MART #3261 - BAGS OF ICE	$6.92
		TXN00039881		AMAZON MKTPLACE PMTS -FLASH DR	$41.26
		TXN00039882		IDEAL BLASTING SUPPLY - FLEXLI	$189.40
		TXN00039888		AMAZON - JILSON SUPERSNIP SHEA	$130.15
		TXN00039896		THE HOME DEPOT #4746 - PEST TR	$8.95
		TXN00039897		STAPLES DIRECT - DESK CHAIR	$325.79
		TXN00039902		RS HUGHES CO INC - EPOXY	$160.73
		TXN00039907		GALLS - TACTICAL GLOVES	$32.57
		TXN00039917		RS HUGHES CO INC - NOZZLE/APPL	$183.71
		TXN00039919		AMAZON - TORCH KIT	$212.54

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039921	259921	STEEBERS LOCK SERVICE - DUP KE	$5.97
		TXN00039938		SKD TACTICAL - PIG MARIO PACK	$1,103.00
		TXN00039962		PAYPAL DETONATIONT - STS-4 PO	$644.28
		TXN00039979		SMART FOODSVC 52305752 - SQUEE	$5.51
		TXN00039982		GRIGGS ACE RICHLAND - SPRAY PA	$9.86
		TXN00039983		MULTI-HEALTH SYSTEMS - BUCKLEY	$60.00
		TXN00039987		TARGET - KARO SYRUP/PAPER CLIP	$14.41
		TXN00039991		Jaycar Pty Ltd - MULTI CUTTER	$72.90
		TXN00039992		INTERNATIONAL TRANSACTION - JA	$0.58
		TXN00040002		EVIDENT INC - SHARPS CONTAINER	$324.26
		TXN00040008		GRIGGS ACE RICHLAND - VARNISH/	$16.27
		TXN00040012		KENNEWICK RANCH & HOME - FUNNO	$4.33
		TXN00040024		AMAZON.COM - FLASHLIGHT/BIT KI	$504.44
		TXN00040025		AMAZON - SHEARS/TORCH LIGHTER/	$203.03
		TXN00040032		AMAZON - 8GB MEMORY CARDS	$45.36
		TXN00040043		Amazon.com - BATTERY STICKS	$52.11
		TXN00040053		AMAZON MKTPLACE PMTS - CHARGER	$41.24
		TXN00040062		BROWNELLS INC - SURE GRIP ERGO	$43.93
		TXN00040074		AMAZON - SCREEN CLEANER KITS/C	$57.44
		TXN00040076		AMAZON - BLUETOOTH CAR KITS	$233.50
		TXN00040081		UPS 0000002654EE258	$157.84
		TXN00040090		FOUNTAIN INDUSTRIES LLC - CLEA	$37.43
		TXN00040096		AMAZON - STRAC COMBO PACK/MAGP	$42.92
		TXN00040112		DELTA AIR - DOSS 18-302	$655.60
		TXN00040118		SANDYS TROPHIES INC - NAME TAG	$100.35
				SANDYS TROPHIES INC - NAME TAG	$12.76
		TXN00040119		IDEAL BLASTING SUPPLY - BLASTI	$87.01
		TXN00040125		THE HOME DEPOT #4746 - SURGE P	$13.00
		TXN00040131		GALLS - SHOES OXFORDS	$52.13
		TXN00040139		GRAPHICS TICKETS SYSTEMS - THE	$239.88
BENTON COUNTY PROSECUTOR'S OFFICE		KIDS HAVEN Q2 18	260048	KIDS HAVEN 2ND QTR 2018	$2,963.57
BENTON COUNTY SHERIFF'S OFFICE		04/18-CUSTODY	259711	CUSTODY COSTS-APRIL 2018	$86,083.42
		05/18-CUSTODY		CUSTODY COSTS-MAY 2018	$105,283.69
BLAZE CONE COMPANY, INC	P059245	29806	259299	SHIPPING	$44.00
	P059245			12" BLAZE CONES W/ LASER STENC	$272.50
CHARTER COMMUNICATIONS		0309703062018	259555	RPD INTERNET SRVCS 6/29-7/28	$78.96
CITY OF POST FALLS		INV04276	260065	ALPR ANNUAL MAINT FEES	$3,000.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$3,465.46
		18-182 GRANT	259732	18-182 NWGIA TRAINING SYMPO	$320.00
		18-195 PARISH		18-195 NASRO CONFERENCE	$1,514.67
DOMESTIC VIOLENCE SERVICES		25117	260078	DOMESTIC VIOLENCE SRVCS-JUN 18	$888.50

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EAGLE PRINTING & GRAPHIC DESIGN INC		47672	259432	PATROL POLOS	$296.48
		47814		PATROL POLOS	$74.12
GILBERT, TODD		18-298 GILBERT	259767	18-298 LE RISK REDUCTION TR	$288.62
GUNARAMA WHOLESALE INC	P059141	953989	259597	GLOCK ORANGE MAGAZINE FLOORPLA	$23.89
IRON MOUNTAIN INC		ACGD821	259779	SHREDDING SRVCS-JUNE	$147.40
IWORQ SYSTEMS	P059247	10488	259329	PREMIUM DATA PACKAGE 25MB FILE	$487.44
KNIGHTON CONSULTING GROUP, LLC		80180618	259789	PARKING & TRANSPORT-SPEAKER	$106.08
LANGUAGE LINE SERVICES LLC		4351150	259790	SERVICES FOR JUNE 2018	$29.20
LIVEVIEW GPS INC		334049	259615	PT10SUB SERVICE7/1/18-12/31/19	$502.80
OXARC INC		60177454	259817	OXYGEN CYLINDER RENTAL-JUNE	$8.09
RED LION HANFORD HOUSE		95403	259494	TC HUMAN TRAFFICKING CONFERENC	$42,767.43
RINGOLD EMBROIDERY		502	259642	SEW BADGES ON SLEEVES	$13.03
		517	260113	EMBROIDERED PATCHES CRIME UNIT	$12.76
		524		EMBROIDERED PATCHES CRIME UNIT	$63.80
RIVER CITY TOWING INC		16425	259834	TOW CHARGE	$48.87
SAN DIEGO POLICE EQUIPMENT CO	P058847	633395	259647	ADJUST TAX	$0.01
	P058847			FED-AE9FP FEDERAL 9MM 147GRFMJ	$14,546.48
	P059037	633396	260021	FED-AE9FP FEDERAL 9MM 147GR FM	$1,118.96
STERICYCLE INC		3004321721	259845	BIO WASTE DISPOSAL FEE	$10.36
THE ABY MFG GROUP INC DBA	P059204	0136850-IN	259662	154R-14648-1 RICHLAND PD BADGE	$475.00
	P059204			FREIGHT	$16.00
	P059204			/INSURANCE - PACKAGE INSURANCE	$10.00
	P059204			/PACK - PACKAGING & HANDLING F	$4.50
TRANS UNION RISK & ALTERNATIVE DATA		07/18-204527	259862	RPD RECORDS SEARCH-JUNE	$119.46
TREASURE VALLEY COFFEE CO		102239	260123	RPD COFFEE DELIVERY	$152.94
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$4,909.88
WASHINGTON STATE PATROL		66907	259865	ACCESS USER FEE 4/1-6/30/18	$600.00
XEROX CORPORATION		093788713	260128	LX5-691308 BASE/PRINTS-JUNE	$243.79
		093788714		LX5-691344 BASE/PRINTS-JUNE	$249.82
		093788715		LX5-694258 BASE/PRINTS-JUNE	$203.81
		093788716		MX4-345491 BASE/PRINTS-JUNE	$466.40
		093788717		MX4-345537 BASE/PRINTS-JUNE	$241.21
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$313.94
				PHONE CHARGES 7/1-7/31/18	$7.00
				POLICE TOTAL****	**$285,083.40**
Division: 210 ADMINISTRATIVE SERVICES					
BANK OF AMERICA		TXN00039713	259921	MARRIOTT-CREDIT HOTEL ERROR CH	($388.74)
		TXN00039860		RED DOOR - ASD TEAMBUILDING CH	$44.00
		TXN00039879		BOBS BURGERS-ASD LUNCH MTG-CK/	$70.90
		TXN00039899		ACT MRSC-IB-PURCHASING CONF	$125.00
		TXN00039988		AMAZON -LAPTOP BRIEFCASE-IB	$57.55

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00040018	259921	COSTCO - ASD TEAMBUILDING BBQ	$299.69
		TXN00040042		RED DOOR PARTY RENTALS - ASD T	$131.93
		TXN00040045		YOKE'S - ASD TEAMBUILDING BBQ	$42.62
		TXN00040050		ANTHONY'S-ASD LUNCH MTG-CK/IB/	$96.50
		TXN00040079		ASSOC WA CITIES JANUS -CK	$25.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$38.70
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$20.52
				ADMINISTRATIVE SERVICES TOTAL****	**$563.67**
Division: 211 FINANCE					
ALLIED ENVELOPE		189406	259291	UTILITY BILLING STATEMENT, 20#	$475.67
		189408		UTILITY BILLING WIND ENVELOPE	$689.61
		189410		UTILITY BILLING WIND ENVELOPE	$828.35
		189965	259700	UTILITY BILLING WINDOW ENV	$689.61
		189967		UTILITY BILLING WINDOW ENV	$828.35
		189968		UTILITY BILLING STATEMENTS	$527.52
BANK OF AMERICA		TXN00039769	259921	STERLING`S RESTAURANT - Purcha	$18.89
		TXN00039772		FAT OLIVES-ACCT SPEC INTERVIEW	$69.25
		TXN00039773		STAPLES - Purchase	$98.40
		TXN00039925		TCD TTA-RESEARCH &CPE - Purcha	$189.00
		TXN00039974		STERLING`S RESTAURANT - Purcha	$50.17
		TXN00040059		GOTPRINT.COM - CUSTOMER SERVIC	$63.44
		TXN00040102		HIPAA TRAINING - Purchase	$59.98
		TXN00040123		TCD TTA-RESEARCH &CPE - Purcha	$296.10
		TXN00040141		CONFERENCE SOLUTIONS - Purchas	$350.00
COLUMBIA INDUSTRIES SUPPORT LLC		00673334	259738	ON SITE SHREDDING WO #112051	$35.18
		0067390		ON SITE SHREDDING WO #112050	$35.18
GARDA CL NORTHWEST INC		10404340	259765	ARMORED CAR SRVCS JUNE 2018	$457.16
GOVERNMENT FINANCE OFFICERS ASN		0153003 18-19	259984	2018/19 DUES-ALLEN/SUCHY/KOCK	$595.00
HARRINGTON'S TROPHIES		78480	259770	WALL NAME PLATE-SZ	$17.92
JETPAY PAYMENT SERVICES, FL, LLC		2020263	259996	MERCHANT SRVC CHRGS JUNE 18	$37,030.20
MID COLUMBIA ENGINEERING INC	P058675	ST009925	259342	ANISA GARCIA, PRINTER/MAIL CLE	$15.84
	P058675	ST009937	259619	ANISA GARCIA, PRINTER/MAIL CLE	$540.27
	P058675	ST009947	259807	ANISA GARCIA, PRINTER/MAIL CLE	$745.20
	P058675	ST009956	260102	ANISA GARCIA, PRINTER/MAIL CLE	$745.20
PARADISE BOTTLED WATER CO		06/18-FINANCE	259819	BOTTLED WATER SRVC 06/18	$116.62
				BOTTLED WATER SRVC 06/18	$116.63
REDSSON LTD		197737	259830	PORTAL SERVICE LOCATES-JUNE	$258.00
RETAIL LOCKBOX INC		18064812	259831	UB PYMT PROCESSING JUNE 18	$2,330.86
STATE AUDITOR'S OFFICE		L126079	260024	AUDIT SERVICES-JUNE 2018	$36,038.52
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$38.96
XEROX CORPORATION		093788718	260039	MX4-346672 BASE/PRINTS- JUNE	$303.36

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		093788719	260039	LX5-692029 BASE/PRINTS-JUNE	$214.22
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$77.90
				PHONE CHARGES 7/1-7/31/18	$0.22
				PHONE CHARGES 7/1-7/31/18	$136.16
				FINANCE TOTAL****	**$85,082.94**
Division: 212 PURCHASING					
CANON FINANCIAL SERVICES, INC	S017910	18866024	259723	COPIER LEASE & USAGE CHARGES	$50.41
	S017910			COPIER LEASE & USAGE CHARGES	$201.62
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$736.83
GRAINGER	S017985	9825669642	259319	WEB SLING ITEM #38V041	$79.50
ORKIN EXTERMINATING INC	S017798	171129293	259624	PEST CONTROL SERVICES FOR BLDG	$33.57
	S017798			PEST CONTROL SERVICES FOR BLDG	$33.56
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$19.36
	P059374			WIRELESS CHARGES JUNE 2018 INV	$33.04
	P059374			WIRELESS CHARGES JUNE 2018 INV	$48.64
XEROX CORPORATION		093788710	259692	IT-W7855PT BASE/PRINTS-JUN 18	$232.00
		093788720		HR-W7855PT BASE/PRINTS-JUN 18	$236.70
	S017810	093788721	259874	XEROX 7855 LEASE FOR 2018, S/N	$164.55
	S017810			XEROX 7855 LEASE FOR 2018, S/N	$41.14
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$44.63
				PHONE CHARGES 7/1-7/31/18	$60.90
				PURCHASING TOTAL****	**$2,016.45**
Division: 213 INFORMATION TECHNOLOGY					
ACCESS UNLIMITED & SECURITY, INC.	P059377	12784	259524	INTERCOM PARTS PROJECT WO10074	$2,014.53
BANK OF AMERICA		TXN00039689	259921	NEW EGG,UPS BATTERY	$432.16
		TXN00039703		AMAZON,APC BATTERY CARTRIDGE	$156.21
		TXN00039730		AMAZON,TRENDNET 6 PORT	$517.19
		TXN00039734		AMAZON,TRENDNET 6 PORT	$20.85
		TXN00039736		NEWEGG.COM,CISCO IP PHONE	$419.20
		TXN00039779		MICROSOFT ANSWER DESK,CREDIT	($499.00)
		TXN00039853		AMAZON,DUAL MONITOR MOUNT	$79.27
		TXN00039875		AMAZON,DESIGNJET PRINTHEAD	$334.80
		TXN00039889		AMAZON,INK CARTRIDGES	$152.84
		TXN00039890		AMAZON,DOCUMENT SCANNERS	$2,056.88
		TXN00039924		INTERNATIONAL TRANSACTION - Pu	$3.80
		TXN00039940		FIBERSTORE,FIBER OPTIC PATCH	$474.80
		TXN00039943		AMAZON,USB FLASH DRIVE MEMORY	$44.52
		TXN00039972		AMAZON,LAMINATOR AND POUCHES	$36.40
		TXN00039998		STAPLES,OFFICE SUPPLIES	$40.76
		TXN00040068		BRUTZMANS OFFICE SOLUTION,CHAI	$157.49

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00040147	259921	CDW GOVT,APC UNIVERSAL RACK RA	$37.04
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$125.34
CASELLE INC	P058690	87137	259961	Animal License Software Monthl	$169.33
	P058690	88937	259549	Animal License Software Monthl	$169.33
CERIUM NETWORKS INC	P059262	I070514	260061	CATALYST 2960 X 48 GIGE POE 37	$4,709.87
	P059262			FREIGHT	$20.09
COLUMBIA BASIN INFORMATION TECHNOLOGY	P058663	1404	259309	MONTHLY SERVICE FEE INTERNET	$800.00
COLUMBIA INDUSTRIES SUPPORT LLC		0067456	259419	ON SITE SHREDDING WO #111797	$27.50
EXPRESS EMPLOYMENT PROFESSIONALS	S017914	20699534-	259439	JENSEN TROUTMAN, ERP DATA ENTR	$744.32
	S017914			GUADALUPE GALVAN, ERP DATA ENT	$558.24
	S017914	20728456		JENSEN TROUTMAN, ERP DATA ENTR	$907.14
	S017914			GUADALUPE GALVAN, ERP DATA ENT	$883.88
	S017914	20806287	259758	GUADALUPE GALVAN, ERP DATA ENT	$930.40
	S017914			JENSEN TROUTMAN, ERP DATA ENTR	$372.16
	S017914	20837998	260084	JENSEN TROUTMAN, ERP DATA ENTR	$744.32
	S017914			GUADALUPE GALVAN, ERP DATA ENT	$860.62
GOVERNMENTJOBS.COM INC	P059075	INV23857	259593	Subscription license 4/15/18	$7,755.58
	P059075			TRAINING	$2,000.00
	P059075			SET UP AND IMPLEMENTATION	$2,000.00
PARAMOUNT COMMUNICATIONS INC	P059217	34331	259628	IDF UPGRADE AT THE CITY OF	$1,811.45
SINGLEWIRE SOFTWARE LLC	P059312	29150	259649	1 YEAR MAINTENANCE SUBSCRIPTIO	$999.12
SMARSH, INC.	S017774	INV00376825	259650	ANNUAL RENEWAL MESSAGE ARCHIVI	$2,255.26
	S017774	INV00380990		WEB ARCHIVE RENEWAL FOR ONE YE	$1,072.10
	S017774			WEB ARCHIVE RENEWAL FOR ONE YE	$814.61
	S017774			ANNUAL RENEWAL MESSAGE ARCHIVI	$4.74
TOTAL DATA SERVICE INC	P059362	211249	259665	IBM SPECTRUM PPA RENEWAL 7/1/2	$15,577.90
UNISYS CORPORATION	P059400	817339	259671	FILE MGT:EOM RENEWAL	$909.24
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$15.04
	P059374			WIRELESS CHARGES JUNE 2018 INV	$337.76
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$256.46
				INFORMATION TECHNOLOGY TOTAL****	**$54,311.54**
Division: 220 HUMAN RESOURCES					
BANK OF AMERICA		TXN00039702	259921	ALASKA AIR - SAN FRAN - AJ	$477.60
		TXN00039720		TRAVEL LEADERS AGENT FEE - AJ	$35.00
		TXN00039777		STAPLES -BATTERIES/TONER/NOTEB	$195.02
		TXN00039884		STONE SOUP-IAFF MEDIATION	$77.95
		TXN00039913		STAPLES - HOLE PUNCH/PAPER/EL	$245.91
		TXN00039950		BUS MGMT DAILY - AJ AUDIO CONF	$197.00
		TXN00039954		DOL - ROESSLER	$13.00
		TXN00040027		USPS - CHRIS FARIAS PMT	$24.70
		TXN00040079		ASSOC WA CITIES JANUS - AJ RP	$125.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00040107	259921	STAPLES-FOLDERS/PRVCY SCREEN	$288.47
		TXN00040113		LABOR ARBITRATION INST - SF -	$650.00
BIOSH		4483	259540	DOT DRUG/ALCOHOL SCREEN	$300.00
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$7.14
		18866025		CANON-IRC55501-XLG04984-JULY	$371.58
		18866026	260057	CANON-IRC55501-XLG04984-JULY	$28.00
COLUMBIA INDUSTRIES SUPPORT LLC		0067389	259419	ON SITE SHREDDING WO #0111524	$37.28
EMPLOYMENT SCREENING SERVICES, INC		39949841194	259436	BACKGROUND/REFERENCE CHECKS	$311.50
		39953841563		BACKGROUND/REFERENCE CHECKS	$58.00
		39954541627		BACKGROUND/REFERENCE CHECKS	$55.00
		39991841194		BACKGROUND/REFERENCE CHECKS	$532.00
		40041741194	259577	BACKGROUND CHECKS 6/20-6/28/18	$115.00
		40088741194	259755	BACKGROUND/REFERENCE CHECKS	$156.00
FEDERAL EXPRESS CORP		6-222-24569	259584	SHIPPING CHARGES GRND HME DEL	$7.62
PUBLIC SAFETY SELECTION PC		PSTI18-2015-	259634	POLYGRAPH EXAM - J. GEORGE	$300.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$38.70
WASHINGTON STATE PATROL		I18008832	259865	HR BACKGROUND CHECKS-MINORS	$192.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$73.59
				HUMAN RESOURCES TOTAL****	**$4,913.06**
Division: 300 COMMUNITY &DEVELOPMENT SERVICE					
ABADAN INC		AR26125	259697	LG FORMAT SCANNER	$155.24
BANK OF AMERICA		TXN00039731	259921	ELKINS -TRIP 16-236, K.JENSEN	$222.00
		TXN00039754		STAPLES - PENS, STPL RMV, FILE	$64.13
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$87.57
XEROX CORPORATION		093788706	259874	MX4-343197 BASE/PRINTS-JUNE	$345.04
		093788708		LX5-692207 BASE/PRINTS-JUNE	$87.76
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$20.46
				PHONE CHARGES 7/1-7/31/18	$6.37
				PHONE CHARGES 7/1-7/31/18	$20.83
				PHONE CHARGES 7/1-7/31/18	$20.77
				PHONE CHARGES 7/1-7/31/18	$28.15
				PHONE CHARGES 7/1-7/31/18	$114.87
				COMMUNITY &DEVELOPMENT SERVICE TOTAL****	**$1,173.19**
Division: 301 DEVELOPMENT SERVICES					
BANK OF AMERICA		TXN00039711	259921	SUN WEST SPORTSWEAR - STAFF SH	$100.00
		TXN00039812		THE UPS STORE - CODE BOOKS, SH	$67.54
		TXN00039855		SUN WEST SPORTSWEAR - STAFF SH	$33.64
		TXN00039923		INT'L CODE COUNCIL INC - CERT.	$190.00
CITY OF RICHLAND		18-290 SOMERS	260066	18-290 PTN CONFERENCE	$472.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$466.58

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WATER SOLUTIONS INC		19004	259867	3 WTR MACHINES - JULY 2018	$16.29
				3 WTR MACHINES - JULY 2018	$39.63
				DEVELOPMENT SERVICES TOTAL****	**$1,385.68**
Division: 303 LIBRARY					
ABADAN INC		AR22946	259697	SRP PACKETS	$458.94
BANK OF AMERICA		TXN00039691	259921	MIDWEST DVD	$599.77
		TXN00039698		INGRAM BOOKS	$1,375.16
		TXN00039700		INGRAM AUDIOBOOK	$37.67
		TXN00039706		INGRAM BOOKS	$224.48
		TXN00039714		INGRAM BOOKS	$220.90
		TXN00039718		INGRAM BOOKS	$56.62
		TXN00039728		PACIFIC N L ASSOC. - Purchase	$480.00
		TXN00039735		COSTCO WHSE #0486 - Purchase	$16.04
		TXN00039742		FRED-MEYER #0286 - Purchase	$30.48
		TXN00039744		OVERDRIVE DIGITAL	$387.48
		TXN00039757		INGRAM BOOKS	$175.86
		TXN00039771		STAPLES - Purchase	$76.13
		TXN00039774		INGRAM BOOKS	$45.48
		TXN00039775		INGRAM BOOKS	$16.92
		TXN00039778		DEMCO INC - Purchase	$124.75
		TXN00039788		INGRAM BOOKS	$440.58
		TXN00039790		CDW GOVT #MXW5951 - Purchase	$135.74
		TXN00039792		OVERDRIVE DIGITAL	$147.96
		TXN00039807		INGRAM BOOKS	$1,730.40
		TXN00039817		OVERDRIVE DIGITAL	$510.00
		TXN00039824		HP HP.COM STORE - Purchase	$1,140.29
		TXN00039827		INGRAM BOOKS	$241.43
		TXN00039847		INGRAM BOOKS	$356.08
		TXN00039856		BESTBUYCOM805546861444 - Purch	$434.39
		TXN00039864		ATOMIC HERITAGE BOOKS/DVD	$95.89
		TXN00039865		INGRAM BOOKS	$192.73
		TXN00039877		INGRAM BOOKS	$31.23
		TXN00039900		INGRAM BOOKS	$768.19
		TXN00039905		COSTCO WHSE #0486 - Purchase	$10.85
		TXN00039918		INGRAM BOOKS	$150.69
		TXN00039932		INGRAM BOOKS	$144.37
		TXN00039949		INGRAM BOOKS	$296.07
		TXN00039967		INGRAM BOOKS	$216.89
		TXN00039981		INGRAM AUDIOBOOK	$27.36
		TXN00040000		INGRAM BOOKS	$191.55
		TXN00040001		WWW COSTCO COM - Purchase	$138.97

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00040017	259921	INGRAM AUDIOBOOK	$24.42
		TXN00040029		INGRAM BOOKS	$106.17
		TXN00040030		INGRAM BOOKS	$106.10
		TXN00040035		BLACKSTONE AUDIO	$540.00
		TXN00040036		CDW GOVT #NDK1146 - Purchase	$271.48
		TXN00040039		INGRAM BOOKS	$1,889.50
		TXN00040054		INGRAM BOOKS	$138.62
		TXN00040056		0579 LA QUINTA INNS - Purchase	$90.20
		TXN00040064		INGRAM BOOKS	$37.30
		TXN00040067		MIDWEST DVD	$1,422.52
		TXN00040070		BAKER & TAYLOR BOOKS	$164.82
		TXN00040075		0579 LA QUINTA INNS - Purchase	$165.75
		TXN00040078		INGRAM AUDIOBOOK	$16.77
		TXN00040086		INGRAM AUDIOBOOK	$302.73
		TXN00040094		INGRAM BOOKS	$106.17
		TXN00040101		AMAZON BOOK	$21.23
		TXN00040106		INGRAM BOOKS	$384.49
		TXN00040127		INGRAM BOOKS	$244.47
		TXN00040133		INGRAM BOOKS	$1,496.41
		TXN00040134		Amazon.com - Purchase	$193.30
		TXN00040142		AMAZON BOOK	$14.48
		TXN00040143		INGRAM BOOKS	$47.26
		TXN00040144		INGRAM BOOKS	$93.68
CAMPBELL-HIME, LESLIE		18-062 CAMPBELL	259722	DATA EQUITY TRAINING	$0.00
		18-292 CAMPBELL		18-292 ALA CONFERENCE	$103.11
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$4,950.24
		18-292 CAMPBELL	259732	18-292 ALA CONFERENCE	$255.00
COLUMBIA INDUSTRIES SUPPORT LLC		0067827	259972	ON SITE SHREDDING WO #0111436	$87.15
CORNELL LAB OF ORNITHOLOGY		30230619-02	259421	BIRDS OF NORTH AMERICA	$225.00
FRONTIER	S017992	7/18 5099433152	259590	TELEPHONE CHARGE 7/4/18 - 8/3/	$378.39
GRAINGER	S017985	9826871296	259319	BEVERAGE CENTER ITEM #6RNP1	$286.35
IDENTISYS INC		395143	259990	ANNUAL WARRANTY AGREEMENT	$242.18
MIDWEST TAPE		96235057	259620	DIGITAL DATABASES	$3,233.69
OCLC INC		0000608773	260012	CATALOGING SRVCS - JUNE	$1,059.07
RANDOM HOUSE INC		1088168813	259493	KING OF TORTS	$10.86
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$111.63
XEROX CORPORATION		093788633	260039	7HB-469027 BASE CHARGE- JUNE	$10.86
		093788729		LX5-692917 BASE/PRINTS-JUNE	$585.43
		093788730		LX5-692939 BASE/PRINTS-JUNE	$185.18
		093788731		LX5-692943 BASE/PRINTS-JUNE	$151.49
		093788732		LX5-692946 BASE/PRINTS-JUNE	$343.07

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$154.99
				LIBRARY TOTAL****	**$31,979.90**
Division: 330 PARKS & RECREATION ADMIN					
BANK OF AMERICA		TXN00039715	259921	ENTERPRISE RENT-A-CAR -PRC PAR	$111.68
		TXN00039729		SUN WEST SPORTSWEAR - Rec Staf	$53.40
		TXN00039746		SWIMOUTLET.COM - Guard suit	$23.86
		TXN00039750		SUN WEST SPORTSWEAR - PARK RAN	$113.01
		TXN00039793		PP TC INK - Recreation Shirts	$354.04
		TXN00039895		TC INK - CREW T-SHIRTS	$403.99
		TXN00039997		SWIMOUTLET.COM - GUARD SUITS	$470.19
		TXN00040003		DESIGN BUILD INST 2 - DUES SCH	$99.00
		TXN00040129		PP TC INK - Swim team/ Pool Ta	$1,082.75
CITY OF RICHLAND		18-211 SCHIESSL	259413	18-211 WCIA TRAINING	$74.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$1,275.98
				PARKS & RECREATION ADMIN TOTAL****	**$4,061.90**
Division: 331 PARKS & REC - RECREATION					
BANK OF AMERICA		TXN00039710	259921	SWIMOUTLET.COM - Guard fanny p	$69.50
		TXN00039741		AMAZON,DYMO LABEL WRITER	$86.96
		TXN00039782		OFFICE DEPOT #2766 - cash bags	$39.07
		TXN00039816		AMAZON MKTPLACE PMTS WWW. - OO	$121.55
		TXN00039837		SIGNSIMPL LLC,PERSONAL PLAN	$16.00
		TXN00039873		WM SUPERCENTER #3261 - OFFICE	$75.99
		TXN00039885		STAPLES DIRECT - Bulletin Boar	$195.47
		TXN00039886		WAL-MART #3261 - AQUATIC SUPPL	$39.88
		TXN00039915		OFFICE DEPOT - GEOCOIN CHALLEN	$50.54
		TXN00039933		OFFICE DEPOT - OFFICE SUPPLIES	$34.67
		TXN00039946		Amazon.com - Clock for Pool	$47.71
		TXN00039975		STAPLES - Printer Ink	$166.15
		TXN00040011		OFFICE DEPOT - GEOCOIN CHALLEN	$37.76
		TXN00040040		FRED-MEYER - GEOCOIN CHALLENGE	$59.84
		TXN00040041		FASTSIGNS - SKATE COMPEITION S	$273.92
		TXN00040055		STAPLES - Copy Paper	$93.53
		TXN00040066		OFFICE DEPOT - Pens,sharpener,	$123.51
		TXN00040080		CONOCO - UNITED PACIFIC 0 - Ba	$5.96
		TXN00040085		CONOCO - UNITED PACIFIC 0 - BA	$11.92
		TXN00040117		OFFICE DEPOT -office supplies	$81.42
		TXN00040122		PP TC INK - GRIND18 SHIRTS	$733.05
		TXN00040136		WALGREENS #10478 - First Aid	$32.21
CAMARENA LATIN RHYTHMS		JUNE 2018	259405	SALSA INSTRUCTOR-JUNE	$894.64
		MAY 2018	259303	SALSA INSTRUCTOR-MAY	$993.40

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
CURIEL, JUAN M		GRIND 18	259312	DJ SERVICES GRIND18	$600.00
HEALTHY FEET LLC		JUNE 2018	259324	FOOT CARE CLASSES-JUNE	$993.60
J BROGAN ENTERPRISES LLC		SUMMER 2018	259994	400 BROGAN JULY	$1,246.00
MID COLUMBIA ENGINEERING INC	P059131	ST009930	259342	Parks and Recreation Aides:	$679.00
	P059131	ST009943	259619	Parks and Recreation Aides:	$356.96
	P059131	ST009950	259807	Parks and Recreation Aides:	$411.28
	P059131	ST009960	260102	Parks and Recreation Aides:	$364.72
MILLER, JO ANN		JUNE 2018	259343	DANCE INSTRUCTOR-JUNE	$601.31
RICHLAND ACE HARDWARE		215314/2	260017	200 EGG SPRAY PAINT	$27.99
		60995/1		SPRAY PAINT	$40.95
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$6.37
				PHONE CHARGES 7/1-7/31/18	$98.75
				PHONE CHARGES 7/1-7/31/18	$38.21
				PARKS & REC - RECREATION TOTAL****	**$9,749.79**
Division: 335 PARKS & REC - PARKS&FACILITIES					
AIREFCO INC		4008736	259698	HVAC PARTS	$152.79
		4011928		HVAC PARTS	$12.07
AQUATIC SPECIALTY SERVICES INC	S017946	15511	259293	SHIPPING & HANDLING FOR BRIQUE	$38.01
	S017946			PULSAR BRIQUETTES, 100 LB PAIL	$4,135.49
	S017946	15513	259530	DIATOMACEOUS EARTH SP GRADE, 5	$1,050.38
ARAMARK UNIFORM SERVICES INC	S017988	06/18-934962000	259531	LINEN CHARGES FOR JUNE	$463.53
ARANDA AND SONS, LLC		3656	259704	MULCH-33 YARDS	$985.55
BANK OF AMERICA		TXN00039688	259921	AMAZON - FILTER	$173.75
		TXN00039695		REI - TICK SPRAY	$17.92
		TXN00039697		WAL-MART #3380 - MEETING SUPPL	$63.69
		TXN00039722		BRADY WORLDWIDE - HVAC PARTS	$232.84
		TXN00039738		MOST DEPENDABLE FOUNTAINS - FO	$363.57
		TXN00039765		MIDWEST ELASTOMERS - STURGEON	$1,528.64
		TXN00039785		HARBOR FREIGHT - PAINT SPRAY G	$19.31
		TXN00039786		ACE - IRRIGATION PARTS - 33520	$61.83
		TXN00039787		HOTELS.COM - HARPER #18-286`	$170.92
		TXN00039797		ALLIEDHANDD - CHANGING TABLE -	$423.34
		TXN00039799		AmazonPrime Membership - OFFIC	$14.11
		TXN00039804		BRADY WORLDWIDE - HVAC PARTS	$110.37
		TXN00039833		INTL SOC ARBORICULTURE - RENEW	$120.00
		TXN00039836		HOME DEPOT - DRINKING FOUNTAIN	$2.88
				HOME DEPOT - SMALL TOOLS	$29.44
		TXN00039839		OFFICE DEPOT - GRAPH PAPER	$26.00
		TXN00039840		BENJAMIN'S CARPET- CARPET STRI	$112.60
		TXN00039841		HARBOR FREIGHT - BUNGEE CORDS	$21.71
		TXN00039843		HOME DEPOT - DRILL BITS	$40.41

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039849	259921	HOME DEPOT - PAINT SUPPLIES -	$223.23
		TXN00039850		OFFICE DEPOT - REPORT COVERS	$9.76
		TXN00039854		HARBOR FREIGHT - SCREW REMOVER	$24.96
		TXN00039866		COSTCO WHSE #0486 - FIELD ALLO	$205.11
		TXN00039892		HOME DEPOT - SMALL TOOLS	$21.20
		TXN00039931		JIMMY JOHNS - 1702 - E - FIELD	$176.79
		TXN00039942		L&I LICENSES - ELECTRICAL LICE	$72.70
		TXN00039953		HOME DEPOT - CONCRETE - BBQ PA	$43.01
		TXN00039955		HOME DEPOT - HVAC VAN TOOLS	$267.83
		TXN00039961		HARBOR FREIGHT - BINS, PEGS	$29.76
		TXN00039973		CPO COMMERCE - DEWALT 20V BATT	$212.25
		TXN00039978		HOME DEPOT - GATE HARDWARE SET	$20.07
		TXN00039990		CPO COMMERCE - DEWALT 20V CHAR	$100.52
		TXN00039993		DESIGN BUILD INST 2 - DUES SWE	$99.00
		TXN00040006		ACE - DRINKING FOUNTAIN REPAIR	$59.18
		TXN00040031		COSTCO - LOYD DANIELS RETIREME	$132.60
		TXN00040047		Amazon - DRINKING FOUNTAIN BUB	$91.74
		TXN00040051		OREILLY AUTO - FILLER, SPREADE	$34.27
		TXN00040057		HARBOR FREIGHT - STACKING BINS	$21.64
		TXN00040058		AMAZON - PUSH BUTTON BUBBLER -	$185.70
		TXN00040060		OREILLY AUTO - FILLER, SPREADE	$57.95
		TXN00040061		NEW CITY CLEANERS INC - COR TA	$146.61
		TXN00040069		HOME DEPOT - DEWALT CHARGER	$43.42
		TXN00040072		HOME DEPOT - TERMINAL POST, CA	$30.51
		TXN00040083		GRIGGS - FASTENERS, SHOVEL	$25.38
		TXN00040084		HARBOR FREIGHT - POLISHING WHE	$18.45
		TXN00040089		ULINE - JUMBO BATH TISSUE DIS	$474.93
		TXN00040092		HOME DEPOT - RETURN FAUCETS -	($134.66)
		TXN00040093		OREILLY AUTO - SKATE PARK CONC	$44.50
		TXN00040100		HARBOR FREIGHT POLISHING WHEEL	$28.21
		TXN00040104		HOME DEPOT - FAUCETS	$134.66
		TXN00040108		HARBOR FREIGHT - CART WHEELS	$15.82
		TXN00040110		ACE - PAINT TAPE	$28.87
		TXN00040111		HEARTHSONG - SPRAY CHALK - C3S	$21.17
		TXN00040114		ACE - TOILET PAPER HOLDER	$18.78
		TXN00040121		HOME DEPOT - SKATE PARK PAINTI	$20.38
		TXN00040132		HOME DEPOT - GOETHALS PARK FEN	$1,016.49
		TXN00040140		BEACON ATHLETICS - GROOMING RA	$105.03
BEAVER BARK & ROCK		891376-	259392	SOD	$32.47
		892787		SOD	$12.99
		895442	259710	CONCRETE	$138.99

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BENTON COUNTY SHERIFF'S OFFICE		06/18 WORKCREW II	259711	WORK CREW II-JUN 2018	$7,989.37
BLACKLINE INC	P059085	C114-18/PMT 1	259298	2018 SLURRY SEAL-COLUMBIA	$5,917.77
BUILDERS HARDWARE & SUPPLY CO INC		S3641975.001	259301	BHS ACCESS CONTROL YEARLY SVCS	$43.44
				BHS ACCESS CONTROL YEARLY SVCS	$420.15
		S3643801.001	259401	DOOR HANDLE REPAIR	$221.61
	P059391	S3645491.001	259544	POLICE DEPARTMENT WEST (JADWIN	$304.04
CASCADE RECREATION INC	P059345	8213	259960	FREIGHT	$275.84
	P059345			ITEM 98467 BOTTOM PANEL VERTIC	$624.45
	P059345			ITEM 98466 TOP PANEL VERT CLIM	$624.45
CENTRAL HOSE & FITTINGS INC		C013471	259727	HOSE ASSEMBLY	$15.30
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$685.71
				CITY UTILITY BILLS/JUN 2018	$2,869.25
				CITY UTILITY BILLS/JUN 2018	$498.27
				CITY UTILITY BILLS/JUN 2018	$1,383.74
				CITY UTILITY BILLS/JUN 2018	$36.57
				CITY UTILITY BILLS/JUN 2018	$1,371.19
				CITY UTILITY BILLS/JUN 2018	$1,122.53
				CITY UTILITY BILLS/JUN 2018	$981.87
				CITY UTILITY BILLS/JUN 2018	$73,081.06
		06/2018-24	259731	#24 LANDFILL FEES	$1,431.13
COLUMBIA BASIN HOTSY LLC		IN16322	259737	GRAFFITI REMOVER	$447.63
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-591808	259741	EXIT SIGN	$21.47
		3627-593863		BALAST	$20.40
		3627-594061	259565	GALA PARK ELEC PARTS	$45.36
EWING IRRIGATION PRODUCTS INC		5637924	259580	ROTOER, PVC, NIPPLES	$568.53
		5637925		LIQUID FILLED GAUGE	$54.30
		5637926		JUMBO LID	$278.42
		5660738		NOZZLES	$133.43
		5690077	259757	TURFACE MOUND BRICKS	$589.48
		5695971		IRRIGATION PARTS	$104.03
		5719452		IRRIGATION HANDHELD REPAIR	$18.24
		5728224		MOCK ROCK	$1,208.08
		5728225		IRRIGATION PARTS	$211.02
		5749412		DIAPPHRAM ASSEMBLY	$144.48
		5749413		IRRIGATION PARTS	$96.35
FARMERS EXCHANGE		209588	259759	CUTTERHEAD BEARING	$149.30
		216653		ELEMENTS	$91.55
		216654		ELEMENTS	$49.50
FERGUSON ENTERPRISES INC		6212313-1	259761	PLUMBING PARTS	$218.63
		6310353	259441	LF BUBBLER FOUNTAIN	$355.26
		6311005		RPP ASSEMBLY	$368.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FERGUSON ENTERPRISES INC		6337849	259761	RPP ASSEMBLY	$387.42
		CM671033		RPP ASSEMBLY RETURN CREDIT	($368.96)
GRAINGER	S018000	9844445636	259985	MANIFOLD HOSE ITEM #2LHT1	$223.72
	S018000	9844445644		SURVEYOR VEST ITEM #45XA66	$493.96
	S018000	9844445651		PERMANENT PEN ITEM #4AZK2	$29.39
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$22.26
HERC RENTALS INC		30100219-001	259444	TRENCHER	$114.03
INTERLINE BRANDS INC DBA	S017981	446456758	259993	HAND SANITIZER REFILL, 1200 ML	$961.89
KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY		412835	259462	IRRIGATION PARTS	$64.31
		413099		VALVE BOX LIDS	$55.86
		413982		FAUCETS SHOPS RESTROOM	$144.20
		419789	259786	IRRIGATION PARTS	$116.50
MILLER PAINT COMPANY INC		30865636	259476	PAINT	$156.17
		30892168	259810	FIELD PAINT	$132.54
OXARC INC		30386327	259482	CO2	$281.82
		30392373	259817	CO2	$289.42
		60181265		CYLINDER RENTAL- JUNE	$139.50
		60181268		CYLINDER RENTAL- JUNE - POOL	$105.29
PARAMOUNT SUPPLY COMPANY		743427	259483	GALVANIZED NIPPLES	$198.75
PLATT ELECTRIC SUPPLY		R716619-	260016	CIRCUIT BREAKER	$268.44
POOL CARE PRODUCTS INC		135992	259824	WADER POOL CHEMICALS	$173.76
		136128	259632	WADER POOL CHEMICALS	$258.47
		136262	259824	POOL CHEMICALS	$372.50
REESE CONCRETE PRODUCTS MFG		007347	259495	CATCH BASINS	$217.20
RICHLAND ACE HARDWARE		215891	259497	BATTERY/BLADES	$38.54
		215892/2	259639	FASTENERS	$34.29
		215902/2	259832	CABLE TIES/WIRE STRIPPER	$46.65
		215931/2		FERTILIZER	$43.42
		62746	259497	ANC KIT/ARM MOUNT	$21.16
		62786		CONCRETE REPAIR PARTS	$87.97
		62805		GLOVES/SPRAY PAINT	$54.21
		62813/1	259832	BAR & CHAIN/DRILL BIT SET	$34.73
		62848	259497	INSECT KILLER	$28.21
		62858/1	259832	DRILL BITS/FASTENERS	$28.46
		62874/1		FERTILIZER	$173.67
		62902/1		GRAFFITI REMOVAL SUPPLIES	$70.75
		62940/1		HVAC PARTS	$84.63
		62948/1		SPRAYER/FERTILIZER	$19.54
				SPRAYER/FERTILIZER	$21.71
		62977/1		ACETONE - STURGEON COVE	$9.33
		62979/1		TRASH CANS	$49.93

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		62980/1	259832	FASTENERS	$0.58
		62981/1		HANGER/GLOVES/TIE-DOWN	$42.90
		63002/1		FASTENERS	$3.02
		63011/1		CREW DRIVERS	$5.83
		63021/1		TAPE MEASURERS	$112.77
		63031/1		COBER DUSTER	$124.96
		844216/1		MOUSE TRAPS	$16.26
SPRAGUE PEST SOLUTIONS		3536551	259653	JUNE 2018 MONTHLY SERVICE-FS 1	$103.17
		3536553		JUNE 2018 MONTHLY SERVICE-FS 3	$103.17
		3536555	259843	JUNE 2018 MONTHLY SERVICE-RCC	$124.89
		3559725		JUNE MONTHLY SERVICE-SHOPS	$153.94
		3559726		JUNE 2018 MONTHLY SERVICE-RPD	$171.05
		3559727		JUNE 2018 MONTHLY SERVICE-LIB	$325.80
		3565458		JULY MONTHLY SERVICE-FS 1	$103.17
		3565459		JULY MONTHLY SERVICE-FS 2	$103.17
		3565463		JUN 2018 MONTHLY SVCS-CTY HALL	$190.05
		3565464		JUNE 2018 MONTHLY SERVICE-703	$190.05
STEEBER'S LOCK SERVICE		144918	259360	DEADBOLT KEYED TO SAMPLE	$67.33
STONEWAY ELECTRIC SUPPLY		S102435387.001	259657	BLADES GALA PARK	$10.35
		S102436278.001	259846	LED STRIP FIXTURE WITH LENS 17	$3,351.72
		S102452658.001		CONDUIT	$39.66
THE PERSONAL TOUCH CLEANING INC		82290	259853	JANITOR SERVICES-BLDG 100-JUN	$5,963.23
		82291		JANITOR SERVICES-BLDG 200-JUN	$1,028.22
		82292		JANITOR SERVICES-BLDG 300-JUN	$653.28
		82349		JANITOR SERVICES-RCC-JUN	$4,877.70
		82350		JANITOR SERVICES-RPL-JUN	$5,088.56
TRAFFIC SAFETY SUPPLY CO INC	S017957	INV002869	259367	PAVEMENT TAPE, TEMP CONS GR,	$1,149.88
	S017957			FREIGHT	$104.30
W.M. SMITH & ASSOCIATES INC	S017942	23531	260126	38" X 48" FILTER/ELEMENT GRID	$7,341.79
	S017942			FREIGHT ESTIMATED, TO BE CORRE	$407.25
WILBUR ELLIS COMPANY		11916924	259376	FOUNDATION 2-2.5 GAL JUGS	$3,624.53
		11923266		AMONIUM SULFATE GRN	$2,272.95
		11938024		GALLERY SC	$1,315.02
	S017980	11941308		TURFLON ESTER SPECIALTY	$181.01
	S017980			PYLEX HERBICIDE	$568.50
	S017980			MOR-ACT CROP OIL CONCERTRATE	$70.59
		11941420	259691	WG MINI 31-0-10	$247.61
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$100.13
				PARKS & REC - PARKS&FACILITIES TOTAL****	**$165,779.61**

Division: 338 PARKS & REC - PROJECT ADMIN

BANK OF AMERICA		TXN00039787	259921	HOTELS.COM - SWEENEY #18-285	$170.92

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039893	259921	LOWES - FLAGGING TAPE, STAKES	$47.65
		TXN00039970		EAGLE ROCK - BROWN ROCK - CLAY	$722.19
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$79.20
MID COLUMBIA ENGINEERING INC	P059291	ST009928	259342	SEASONAL PARK RANGERS 2018	$820.80
	P059291	ST009935		SEASONAL PARK RANGERS 2018	$709.12
	P059291	ST009941	259619	SEASONAL PARK RANGERS 2018	$1,684.80
	P059291	ST009949	259807	SEASONAL PARK RANGERS 2018	$799.20
	P059291	ST009959	260102	SEASONAL PARK RANGERS 2018	$864.00
WASHINGTON STATE TREASURER		0024120 PINARD	260077	PINARD-PRO ENGINEER LICENSE	$116.00
				PARKS & REC - PROJECT ADMIN TOTAL****	**$6,013.88**
Division: 900 NON-DEPARTMENTAL					
ARBAUGH & ASSOCIATES INC		1683	259705	ARBAUGH CONTRACT FEES-JUN 18	$1,480.77
BANK OF AMERICA		TXN00039674	259921	FACEBK - RICHLAND ROAD TRIP IN	$10.49
		TXN00039678		FACEBK - RICHLAND ROAD TRIP FA	$37.67
KCMB LLC		2860017784	259461	KCMB-104.7FM TOURISM-JUNE	$299.00
KWRL LLC		1860017783	259466	KWRL-99.9FM TOURISM-JUNE	$299.00
PACIFIC EMPIRE RADIO		18060147	259610	COOL DESERT NIGHTS	$180.00
		18060148	259611	COOL DESERT NIGHTS	$180.00
THE OBSERVER		2420268	259852	THE OBSERVER-TRSM-MAY18	$750.00
		2423610		THE OBSERVER-TRSM-JUNE18	$1,275.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$44.57
				NON-DEPARTMENTAL TOTAL****	**$4,556.50**
				GENERAL FUND Total ***	**$924,615.99**
FUND 101 CITY STREETS					
Division: 401 STREETS MAINTENANCE					
3M	S017938	TP31607	259520	ENGINEER GRADE REFLECTIVE	$522.91
AAA CONCRETE, INC	P059385	113	259523	5.5 SACK MIXED CONCRETE, INV 1	$776.49
	P059385			5.5 SACK MIXED CONCRETE, INV 1	$477.84
	P059385			5.5 SACK MIXED CONCRETE, INV 1	$477.84
	P059385	137		5.5 SACK MIXED CONCRETE, INV 1	$477.84
ADVANCED SIGNAL & CONTRACTING LLC	P058698	2664	259525	2018 RAILRAOD CROSSING INSPECT	$360.00
	P058698			CO #4 - TROUBLESHOOT CROSSING	$522.98
AMERICAN ROCK PRODUCTS INC	P059383	335866	259703	5/8" TOP COURSE, INV 335866 6	$141.55
	P059383	340833		5/18" Top Course, INV 340833	$168.16
	P059425	349006	260045	5/8 TOP COURSE, INV #349006	$69.29
ARROW CONSTRUCTION SUPPLY INC	S017919	218493	259532	CRACK SEALER, CRAFCO ROADSAVER	$32,566.97
BANK OF AMERICA		TXN00040009	259921	THE HOME DEPOT #4746 - Purchas	$20.50
		TXN00040063		OFFICE DEPOT #2766 - Purchase	$28.54
BC SALES CO INC		417347	259391	SAFETY EYEWARE - BOOTHE	$37.96

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BEAVER BARK & ROCK		889477	259392	CONCRETE	$138.99
		890030		CONCRETE	$158.53
		891288	259535	CONCRETE	$158.53
		893898		CONCRETE	$367.02
BENTON PUD		06/18-39091002	259538	WYE LIGHTS-BADGER REPEATER	$92.29
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$12.87
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$1,058.74
				CITY UTILITY BILLS/JUN 2018	$87.54
		06/2018-27	259558	#27 LANDFILL FEES	$15.00
				#27 LANDFILL FEES	$20.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-594138	259974	LED STRIP	$168.61
		3627-594202		LED STRIP	$151.10
		3627-594264	259565	PHOTO CONTROL	$17.52
		3627-595075	259741	LED STRIP FIXTURE CONTROL	$197.11
EN POINTE TECHNOLOGIES SALES LLC	P059407	93312579	260081	SOFTWARE LICENSE, WINSVRSTDCOR	$628.31
FASTENAL COMPANY		WARIC76779	259760	NUT/WASHER/SCREWS	$19.23
G & R AG PRODUCTS INC		2181386-001-02	259591	GUNJET SPARY GUN	$126.82
GLASS NOOK INC		81575	259769	PLEXIGLASS	$568.93
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$14.24
HERC RENTALS INC		30108931-001	259599	TOWABLE COMPRESSOR	$152.04
		30118104-001		LIQUID PROPANE	$78.00
		30124999-001		LIQUID PROPANE 22.1 GAL	$95.76
		30130146-001		LIQUID PROPANE 20 GAL	$86.66
		30141900-001	259772	LIQUID PROPANE	$89.69
		30150182-001	259988	LIQUID PROPANE	$22.53
		30153327-001		LIQUID PROPANE	$47.66
INLAND ASPHALT CO	P059420	19510	259991	ASPHALT 1/2" HMA 70-28ER	$217.57
	P059380	2633617	259603	1/2" HMA 70/28ER, INV 2633617	$183.03
	P059380			1/2" HMA 70/28ER, INV 2633617	$269.95
	P059380			1/2" HMA 70/28ER, INV 2633617	$126.63
	P059380			ADJUST FOR TAX	($0.01)
	P059380			1/2" HMA 70/28ER	$57.56
	P059380			1/2" HMA 70-28ER, INV 2633617	$14.39
	P059380	2633659		1/2" HMA 70/28ER, INV 2633659	$57.56
	P059380			1/2" HMA 70/28ER, INV 2633659	$172.67
	P059380			1/2" HMA 70/28ER, INV 2633659	$82.88
	P059380			1/2" HMA 70/28ER, INV 2633659	$57.56
	P059380	2633663		90150-CSS-1 TACK OIL, INV 2633	$229.97
	P059380	2633672		1/2" HMA 70/28ER, INV 2633672	$237.71
	P059380			1/2" HMA 70/28ER, INV 2633672	$206.06
	P059380			1/2" HMA 70/28ER, INV 2633672	$172.67

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
INLAND ASPHALT CO	P059380	2633672	259603	1/2" HMA 70-28ER, INV: 2633672	$57.56
	P059380	2633962		1/2" HMA 70/28ER, INV 2633962	$240.02
	P059380	2635002		1/2" HMA 70/28ER, INV 2635002	$313.69
	P059380	2636360		HMA 64-28 35 MODIFIED, INV:	$167.84
	P059380			HMA 64-28 35 MODIFIED, INV:	$119.46
PACIFIC HIDE & FUR DEPOT DBA		6509601	259818	ALUMINUM SHEET	$38.01
RICHLAND ACE HARDWARE		215911/2	259639	POLYCUT BLADES	$36.88
		62726/1		FASTENERS	$8.50
		62754/1		SPRAYER CEMENT TROWEL	$30.36
		62815/1		IRRIGATION SUPPLIES	$73.70
		62820/1		COUPLERS	$7.32
		63001/1	259832	POLYCUT HEAD/BLADES	$36.36
		63015/1		FASTENERS	$6.52
STELLAR INDUSTRIAL SUPPLY		3946062	259655	LUTE	$445.37
STONEWAY ELECTRIC SUPPLY		S102461950.001	260027	ELECTRONIC PHOTO CONTROL	$24.11
SUNBELT RENTALS INC		79836595-0001	259659	CONCRETE PLANNER	$248.68
UNITED PARCEL SERVICE	S017987	000986641278	259372	WEIGHT CORRECTION FOR 2 PKGS T	$5.94
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$310.54
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$25.48
				STREETS MAINTENANCE TOTAL****	**$45,505.13**
				CITY STREETS Total ***	**$45,505.13**

FUND 112 INDUSTRIAL DEVELOPMENT FUND

Division: 305 ECONOMIC DEVELOPMENT

ARBAUGH & ASSOCIATES INC		1683	259705	ARBAUGH CONTRACT FEES-JUN 18	$151.10
BANK OF AMERICA		TXN00039761	259921	WAL-MART #3261 - INTERVIEW PAN	$12.79
		TXN00040065		QDOBA 2919 - N RICHLAND INFSTR	$168.61
CITY OF KENNEWICK		013606	259966	ICSC SHARED COSTS	$2,212.08
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$530.84
				ECONOMIC DEVELOPMENT TOTAL****	**$3,075.42**

Division: 306 ECONOMIC DEVELOPMENT PROJECTS

CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$63.94
PERMIT SURVEYING INC		17048-10inv	259823	LOGSTON RD BINDING SITE PLAN	$415.00
		17100-3.INV	259486	HR BINDING SITE PLAN	$180.00
				ECONOMIC DEVELOPMENT PROJECTS TOTAL****	**$658.94**
				INDUSTRIAL DEVELOPMENT FUND Total ***	**$3,734.36**

FUND 117 CRIMINAL JUSTICE SALES TAX

Division: 131 CJST POLICE ACTIVITY

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
101 CLEANERS		06/18-9427360	259694	UNIFORM LAUNDRY SRVCS-JUNE	$130.08
BANK OF AMERICA		TXN00039726	259921	COSTCO WHSE #0486 - HARD DRIVE	$69.43
		TXN00039776		Record Ordinance	$89.18
		TXN00039821		TALOS TACTICAL - POLOS	$281.73
		TXN00039862		SP SHOOTSTEEL INC. - SHORT R	$599.94
		TXN00039941		ACTION TARGETS - TARGETS/TARGE	$516.78
		TXN00039986		POLICE TECHNICAL - GOOGLE PUB	$395.00
		TXN00040013		AMERICAN AIR0012195288949 - ED	$178.80
		TXN00040014		DELTA AIR 0062329925620 - ED	$210.80
		TXN00040015		INST. OF POLICE TECH - EDWARDS	$695.00
		TXN00040020		FBI LEEDA INC - MASON REGISTRA	$650.00
		TXN00040021		INST. OF POLICE TECH -EDWARDS	$825.00
		TXN00040022		PAYPAL TAPRACKTACT - MASON/RA	$800.00
		TXN00040033		FBI LEEDA INC - REGISTRATION N	$650.00
		TXN00040120		AMAZON - PATROL CHAIRS	$1,533.54
		TXN00040130		AMAZON - PATROL CHAIRS	$1,533.54
BUSH CAR WASH		5441	259720	RPD VEH WASHES-JUNE(116)	$724.99
CITY OF KENNEWICK		013597	260064	BIPIN COMP SUPPRT MNT-3RD QTR	$36,891.25
PORTABLE COMPUTER SYSTEMS, INC	P059148	55150	259825	PCS MOBILE GETACS FOR POLICE F	$9,569.83
PUBLIC SAFETY TESTING INC		2018-8471	259827	2ND QTR 2018 SUBSCRIPTION FEES	$424.00
RICHLAND ACE HARDWARE		62863/1	259639	BUCK 12GA PELLET	$103.08
RINGOLD EMBROIDERY		492	259642	SEW BADGES ON SLEEVES	$179.19
RIVER CITY TOWING INC		16437	259834	TOW CHARGE	$48.87
		16442		TOW CHARGE	$48.87
		16446		TOW CHARGE	$48.87
		16451	260114	TOW CHARGE	$48.87
		16452		TOW CHARGE	$48.87
		16456		TOW CHARGE	$48.87
				CJST POLICE ACTIVITY TOTAL****	**$57,344.38**
				CRIMINAL JUSTICE SALES TAX Total ***	**$57,344.38**

FUND 150 HOTEL/MOTEL FUND

Division: 307 HOTEL/MOTEL TAX

ATOMIC HERITAGE FOUNDATION		2379	259386	2018 HOTEL/MOTEL CONTR 27-18	$18,000.00
TRI CITIES VISITOR & CONVENTION BUREAU		156400	260031	TCVCB MONTHLY DUES-JUNE 18	$19,134.14
				HOTEL/MOTEL TAX TOTAL****	**$37,134.14**
				HOTEL/MOTEL FUND Total ***	**$37,134.14**

FUND 151 SPECIAL LODGING ASSESSMENT

Division: 339 TOURISM PROMOTION AREA

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TRI CITIES VISITOR & CONVENTION BUREAU		JUNE 2018	259863	SPECIAL LODGING ACCESS JUNE 18	$45,705.95
				TOURISM PROMOTION AREA TOTAL****	**$45,705.95**
				SPECIAL LODGING ASSESSMENT Total ***	**$45,705.95**
FUND 153		**COMMUNITY DEV BLOCK GRANT**			
Division: 308		CDBG PROGRAM			
BANK OF AMERICA		TXN00039676	259921	SUN WEST SPORTSWEAR -STAFF POL	$26.69
TU DECIDES MEDIA INC		2018ci-103	259670	AD AL HOUSING SURVEY	$150.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$6.66
				CDBG PROGRAM TOTAL****	**$183.35**
				COMMUNITY DEV BLOCK GRANT Total ***	**$183.35**
FUND 154		**HOME FUND**			
Division: 309		HOME PROGRAM			
TU DECIDES MEDIA INC		2018ci-103	259670	AD AL HOUSING SURVEY	$150.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$6.66
				HOME PROGRAM TOTAL****	**$156.66**
				HOME FUND Total ***	**$156.66**
FUND 301		**STREETS CAPITAL CONSTRUCTION**			
Division: 000					
BLACKLINE INC	P059085	C114-18/PMT 1	259298	RETAINAGE	($22,875.82)
				UNASSIGNED TOTAL****	**($22,875.82)**
Division: 402		ARTERIAL STREETS			
A CORE INC		357200	259522	CURB CUTTING 2018 ADA RAMPS	$304.08
ALPINE PRODUCTS INC	S017997	TM-177759	260044	PREFORMED MARKING TAPE, 24" WH	$12,277.23
AMERICAN ROCK PRODUCTS INC	P059383	336095	259703	5/8" TOP COURSE, INV 336095 6	$96.96
	P059383	341636		5/8" TOP COURSE, INV 341636	$78.12
	P059425	346561	260045	5/8" TOP COURSE, INV #346561	$167.41
	P059425	348917		ENVIRONMENTAL SURCHARGE, INV	$10.86
	P059425			3500 EXTERIOR, INV #348917 7/	$548.43
	P059425			DELVO-M.B., INV #348917 7/12/	$27.15
	P059425	349442		3500 EXTERIOR, INV #349442 7/	$493.59
	P059425			DEVO-M.B., INV #349442 7/13/1	$24.44
	P059425			ENVIRONMENTAL SURCHARGE, INV	$9.77
APOLLO INC	P058723	48-18/PMT4	259528	DUPORTAIL BRIDGE - 47-18: 201	$594,066.71
ARROW CONSTRUCTION SUPPLY INC		218392	259532	ADA DOMES REF ADA DOMES	$4,458.03
BANK OF AMERICA		TXN00039826	259921	GOTPRINT.COM - TBD SIGNS	$666.21
		TXN00039996		THE HOME DEPOT #4746 - Purchas	$59.53
BEAVER BARK & ROCK		892287-	259535	CONCRETE	$138.99

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLACKLINE INC	P059085	C114-18/PMT 1	259298	2018 SLURRY SEAL-ROADWAY - 114	$457,516.43
BLUE MOUNTAIN TELECOMMUNICATION SERVICES	P059035	18005679	259541	Fiber Optic Backbone Extension	$54,814.49
CENTRAL PRE-MIX CONCRETE PRODUCTS COMPANY		110216636	259553	WINDSOR STONE PALLET	$256.46
		110218879	259962	STONE GRAY PALLET	$254.46
CITY OF RICHLAND		06/2018-27	259558	#27 LANDFILL FEES	$27.75
IMT INC	P059084	9833	260089	DUPORTAIL BRIDGE - 2018 MATERI	$2,745.50
IRRIGATION SPECIALISTS INC		1247359-01	259328	CLAMPS	$36.29
		1247438-01		PVC CUTTER	$37.26
JUB ENGINEERS INC	P059006	0117898	259332	DUPORTAIL BRIDGE - CNST ENG FO	$167.45
MACE, MARGARET		042018	259340	1017 MCPHERSON ST-SIDEWLK-REIM	$369.24
RICHLAND ACE HARDWARE		62459	259497	CONCRETE	$41.66
		62743/1	259639	CONCRETE REPAIR	$13.01
		62982/1		GRASS SEED	$73.75
		63042/1	259832	PVC CAPS	$16.49
		63049/1		SCREWS	$21.71
		63195/1	260017	LIQUID NAILS	$26.00
SHANNON & WILSON INC		101456	260118	HENDERSON LOOP WEST - Geotechn	$4,245.69
TRANSPO GROUP USA, INC	P058131	21979	259368	QUEENSGATE-COLUMBIA PARK TRAIL	$152.80
TRI CITY HERALD	S017996	3725643	260032	CALL FOR BID SWIFT BLVD CORRID	$273.16
WA STATE DEPT OF TRANSPORTATION	P058735	RE313ATB80618033	259373	SR 240/KINGSGATE TRAFFIC SIGNA	$19,503.50
WESTERN CONCRETE ACCESSORIES		27818	259687	ADA WARNING SYSTEMS TILE	$146.90
		27827		ADA WARNING SYSTEMS TILE	$146.90
		27833		REBAR GUARDS	$12.22
		27897	259870	EUCOBAR/CHAPIN	$53.71
		27914		REBAR GUARDS SAFETY CAPS	$24.44
		27915		WIRE	$10.14
				ARTERIAL STREETS TOTAL****	**$1,154,414.92**
				STREETS CAPITAL CONSTRUCTION Total ***	**$1,131,539.10**

FUND 380 PARK PROJECT CONSTRUCTION

Division: 000

TAPANI UNDERGROUND INC	P059354	C180-18/PMT1	259661	RETAINAGE	($495.00)
				UNASSIGNED TOTAL****	**($495.00)**

Division: 337 PARKS & REC PROJECTS

ABSOLUTE POWER INC	P059040	14409/RETAINAGE	259289	INSTALL SPEAKERS AT HAPO STAGE	$382.50
AHBL, INC	P059081	107552	259290	PROVIDE ENGINEERING SERVICES F	$1,425.00
	P059081	108478	260043	PROVIDE ENGINEERING SERVICES F	$1,845.00
BANK OF AMERICA		TXN00039701	259921	BEAVER BARK - CONCRETE - VOLLE	$318.85
		TXN00039756		BEAVER BARK - CLEANING REFUND	($30.00)
		TXN00039818		ACE - FASTENERS - VOLLEYBALL S	$32.57

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039867	259921	FASTSIGNS - SIGNAGE FOR FACILI	$47.09
		TXN00040095		Amazon.com - SIGNAGE POOL AND	$1,137.23
		TXN00040109		Amazon.com - SIGNAGE FOR BALL	$264.60
GILLESPIE HOMES INC	P058130	82 PYMNT 3-FINAL	259768	SITE CONSTRUCTION WORK FOR ORV	$1,620.00
MILLER PAINT COMPANY INC		30861806	259621	SEMI GLOSS NEUTRAL BASE	$86.77
PREMIER LANDSCAPING & DESIGN		KS-1701	259349	POOL SVC ADJ CHEMICALS	$481.18
RICHLAND ACE HARDWARE		215862/2	259497	SIGN INSTALLATION MATERIAL	$8.11
STRAIGHT LINE CONCRETE SAWING & DRILLING INC		3274	259847	FLAT SAWING 10" X 4" CONCRETE	$162.90
TAPANI UNDERGROUND INC	P059354	C180-18/PMT1	259661	COLUMBIA PLAYFIELD BASKETBALL	$10,751.40
TRI CITY HERALD	S017964	3649386	259369	CALL FOR BID COLUMBIA PLAYFIEL	$132.82
	S017996	3689791	260032	RFQ WAYFINDING SIGNAGE AND GAT	$99.01
				PARKS & REC PROJECTS TOTAL****	**$18,765.03**
				PARK PROJECT CONSTRUCTION Total ***	**$18,270.03**
FUND 385		**GENERAL GOVT CONSTRUCTION**			
Division: 000					
LEONE & KEEBLE INC		16-292 ESCROW #14	260001	11027513-RICHLAND CITY HALL	$29,692.88
		16-292 ESCROW #16	259613	11027513-RICHLAND CITY HALL	$58,569.98
				UNASSIGNED TOTAL****	**$88,262.86**
Division: 900 NON-DEPARTMENTAL					
BANK OF AMERICA		TXN00039910	259921	JIMMY JOHNS - CITY HALL PROJEC	$40.05
		TXN00039912		EASYBADGES LLC - SECURITY BADG	$2,255.00
		TXN00039989		LOGMEIN GOTOMEETING - CITY HAL	$31.50
HILL INTERNATIONAL INC	P056666	0000025	259600	DESIGN-BUILD OVERSIGHT SERVICE	$1,921.17
				NON-DEPARTMENTAL TOTAL****	**$4,247.72**
				GENERAL GOVT CONSTRUCTION Total ***	**$92,510.58**
FUND 401		**ELECTRIC UTILITY FUND**			
Division: 000					
ANIXTER INC	P059235	3921369-00	259292	WIRE, GUY 7/16 UTILITY GRADE,	$708.62
	P059235			GUY GRIP 3/8" LONG BAIL UNI.,	$573.57
	P059235			GUY HOOK, COMBINATION, WIRE OR	$298.11
	P059235	3921369-01	259917	DEADEND EXTENSION LINK, JOSLYN	$400.41
	P059235	3921369-02		GUY GRIP 3/8" LONG BAIL UNI.,	$109.25
BENTON RURAL ELECTRIC ASSOCIATION	S018004	108300	260049	50 KVA POLE MOUNT TRANSFORMERS	$3,544.71
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	P059290	3627-595334	260072	CONDUIT, RIGID 4" PIPE, 10 FT	$199.17
	P059290			CONDUIT, RIGID 6" PIPE, 10 FT	$912.24
GENERAL PACIFIC INC	P059212	1310108	260087	SWITCH,900A, 15 KV 3-POLE	$10,686.24
	P059012	1310576		T-BODY CABLE ADAPTER, 750MCM	$4,965.19

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
GENERAL PACIFIC INC	P059134	1310600	260087	XFMR,PAD,3-PH 750 KVA 208Y/120	$34,411.00
	P059153	1310602		XFMR,PAD,1-PH 75 KVA, 240/120,	$32,065.24
	P059153			XFMR,PAD,1-PH 100 KVA, 240/120	$16,772.18
GRAYBAR ELECTRIC CO INC	P059111	4502473/3773296	259595	ADJUST TAX	($0.01)
	P059111			CONN, CT UTILCO PED 4-350,	$337.27
	P059111			COVER, CONNECTOR, UTILCO CLL	$390.96
	P059018	9303577625	259320	REDUCER/ADAPTER, UTILCO PTF	$104.26
	P059018	9303648690		CONN, INSULATED 4-COND, 4-350	$621.63
	P059018			CONN, CT UTILCO PED 4-500,	$252.56
	P059018			CONN, CT, 8 CONDUCTOR,8-350	$142.96
	P059018	9303755690		TERMINAL, COMP 750, 2-HOLE	$697.47
	P059018	9303755691		TERMINAL, COMP 4/0 STR, 2-HOLE	$257.38
	P059018	9303773295/676167		ADJUST TAX	($0.01)
	P059018			TERMINAL, XFMR 4 COND FOR POLE	$76.11
	P059018			COVER, CONNECTOR, UTILCO CLL	$293.22
	P059018			CONN, CT UTILCO PED 6-500,	$308.34
	P059018			CONN, CT UTILCO PED 4-350,	$505.90
	P059018			CONN, UG WATERTITE, 3 COND.	$658.38
	P059018			TERMINAL, XFMR 6 COND 350-12,	$645.87
	P059018	9304064055		CONN, INSULATED 6-COND, 12-500	$277.32
	P059018	9304778505		ADJUST TAX	($0.01)
	P059018			TERMINAL,XFMR 6COND 750-1	$1,411.11
	P059183	9304857414	259595	TERMINAL, XFMR 6 COND 350-12,	$2,260.53
	P059018	9305021484	259986	CONN, INSULATED 4-COND, 12-500	$396.69
H2 PRE-CAST INC	P059196	139086	259322	VAULT COVER,V3,24X36 STEEL	$6,923.25
	P059196			VAULT V19, 84X56X48, BASE,	$2,552.10
KAMAN INDUSTRIAL TECHNOLOGIES	S017965	H891959	259605	ADJUST FOR TAX	($0.01)
	S017965			LUBRICANT, SILICONE, DOW #4	$1,855.76
	S017965			FREIGHT	$92.55
KDL HARDWARE SUPPLY INC	P059332	639236	259606	PADLOCK, AMERICAN 5560	$2,717.95
WESCO DISTRIBUTION INC	P059032	863570	259374	SWITCH,900A, S & C OMNI-RUPTER	$12,272.89
	P059146	870092		SCREW LAG, 1/4 X2 JOSLYN J8652	$228.06
	P059213	870407		STIRRUP 1/O-397.5 ACSR,	$390.96
	P059302	870408		CABLE, SEC,OH QUAD, 4/0 AL,	$2,324.04
	P059302			CABLE, SEC,OH TRIPLEX, 4/0 AL,	$3,236.28
	P059146	871827		BOLT, MACHINE 3/4 X 20, JOSLYN	$211.77
	P059146			BOLT DOUBLE ARMING, 5/8 X 30,	$202.00
	P059146			BOLT DOUBLE ARMING, 5/8 X 18,	$129.02
	P059146			ADJUST TAX	($0.02)
	P059146			BOLT, MACHINE 3/4 X 18, JOSLYN	$87.97
	P059146			BOLT, MACHINE 5/8 X 14, JOSLYN	$87.97

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
WESCO DISTRIBUTION INC	P059146	871827	259374	STAPLES COPPERWELD,ROLLED PT,	$624.45
				TOTAL****	**$149,220.85**
Division: 501 BUSINESS SERVICES					
ARBAUGH & ASSOCIATES INC		1683	259705	ARBAUGH CONTRACT FEES-JUN 18	$846.16
BANK OF AMERICA		TXN00039871	259921	STAPLES - Fan, paper	$49.26
		TXN00039874		AmazonPrime Membership-FEE	$14.11
		TXN00039971		LOGMEIN GOTOMEETING - Purchase	$20.64
		TXN00039980		WSU TRI-CITIES - PE PREP COURS	($1,150.00)
		TXN00040004		AmazonPrime Membership - Credi	($14.11)
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$129.21
CARPENTER, JACKIE		072418	260058	REIMB MILEAGE 01/01-07/24/1	$217.89
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$581.81
NEWSDATA CORPORATION		7122020DP	260009	DISPATCH NEWS 9/15/18-9/14/19	$5,104.20
PRINT PLUS/PSS RUBBER STAMPS		91378	259491	NOTARY STAMP J BIRCHER	$49.41
TRI CITY HERALD	S017996	3702869	260032	RFP ADVANCED METERING	$142.48
UNITED PARCEL SERVICE	S017995	000986640288	259672	GROUND PKG TO ITRON FOR SYSTEM	$4.95
	S018002	000986641298	260034	GROUND PKG TO MIOX CORP FOR TE	$4.31
	S018002			WEIGHT CORRECTION FOR PKG TO M	$0.31
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$66.33
WATER SOLUTIONS INC		19004	259867	3 WTR MACHINES - JULY 2018	$30.97
XEROX CORPORATION	P058645	093788711	259692	XEROX LEASES FOR 2018: WORK CE	$244.48
	P058645	093788712		XEROX LEASES FOR 2018: WORK CE	$382.80
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$55.14
				PHONE CHARGES 7/1-7/31/18	$105.58
				PHONE CHARGES 7/1-7/31/18	$122.98
				PHONE CHARGES 7/1-7/31/18	$128.64
				PHONE CHARGES 7/1-7/31/18	$56.20
				BUSINESS SERVICES TOTAL****	**$7,193.75**
Division: 502 ELECTRICAL ENGINEERING					
BANK OF AMERICA		TXN00039767	259921	NATL SOC PROF SURVEY - Lopez C	$800.00
COMMONWEALTH ASSOCIATES INC	P058238	0054102	259564	TASK 3: MATERIAL STANDARDS	$19,972.50
	P058238	0054103		TASK 4: FACILITY INSPECTIONS A	$487.50
	P058238	0054104		TASK 5: JOINT USE POLE ATTACHM	$1,449.50
	P058238	0054105		TASK 7: BENCHMARKING UNIT COST	$10,064.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$213.86
WASHINGTON STATE TREASURER		2018ROBERTS	259749	ROBERTS PE REGISTRATION APP	$65.00
		50703-23203/2018	259427	LOPEZ-LAND SURVEYOR RENEWAL	$116.00
				ELECTRICAL ENGINEERING TOTAL****	**$33,168.36**
Division: 503 POWER OPERATIONS					
AMERICAN ROCK PRODUCTS INC	P059379	326892	259526	HAUL CHARGE AGG IN MIXER, INV	$217.20

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
AMERICAN ROCK PRODUCTS INC	P059379	326892	259526	5/8" MINUS TOP COURSE, INV 326	$162.99
	P059379	328269		5/8" MINUS TOP COURSE, INV 328	$147.93
	P059379	334648		5/8" MINUS TOP COURSE, INV 334	$52.04
	P059379	335705		5/8" MINUS TOP COURSE, INV 335	$162.92
	P059379			AGGREGATE MIXER HAUL FEE, INV	$217.20
	P059379			5/8" MINUS TOP COURSE, INV 335	$162.94
	P059379			DELIVERY FEE, INV 335705 06/0	$217.20
	P059379	336113		5/8" MINUS TOP COURSE, INV 336	$212.64
BANK OF AMERICA		TXN00039716	259921	STERLING'S- CO F161090	$99.55
		TXN00039723		3 FLAMS MONGLIN-CO F161090	$81.94
		TXN00039727		SHOGUN TERIYAKI-SO B180022	$127.10
		TXN00039743		SHARIS-CO F161090	$84.18
		TXN00039781		AMAZON-LEXMARK RIBBON	$35.78
		TXN00039813		HOP JACKS-CO F161090	$120.45
		TXN00039851		SHOGUN TERIYAKI-SO B180024	$93.78
		TXN00040046		AMAZON-SURFACE PRO CHRGR	$19.53
BEAVER BARK & ROCK		887847	259392	TREE COUP 2020 HARRIS	$40.00
BENTON PUD		06/18-39091002	259538	WYE LIGHTS-BADGER REPEATER	$16.74
	P058658	1662	259297	PRE-NOTIFICATION SERVICES FOR	$2,384.37
	P058659	1739		SAFETY TRAINING PER CONTRACT	$2,875.00
	P058658	1743		PRE-NOTIFICATION SERVICES FOR	$2,560.99
BOYD'S TREE SERVICE LLC	P058846	6339	259300	TREE PRUNING AND VEGETATION MG	$9,106.62
	P058846	6358	259543	TREE PRUNING AND VEGETATION MG	$7,380.09
	P058846	6376	259958	TREE PRUNING AND VEGETATION MG	$7,562.19
CITY OF RICHLAND		05/2018-1901	259306	#1901 DROP BOX DISP/HAULING	$714.48
		05/2018-28	259412	#28 LANDFILL FEES	$209.43
				#28 LANDFILL FEES	$35.26
				#28 LANDFILL FEES	$30.00
		06/18-28		#28 LANDFILL FEES	$30.00
				#28 LANDFILL FEES	$141.39
		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$2,596.78
				CITY UTILITY BILLS/JUN 2018	$141.94
		06/30/18-1901	259412	#1901 DROP BOX DISP/HAULING	$879.83
FASTENAL COMPANY		WARIC76220	259582	DRIVE CLMP	$36.99
				SAFETY GLASSES 4475	$41.71
		WARIC76804	260085	SOCKET ADAPTER	$25.29
GENERAL PACIFIC INC	S017950	1309520	259592	#44-1404 STUD, 600A XL BUSHING	$188.20
	S017979	1310092	260087	500MCM AL TRIPLEX "RIDER" 1000	$4,031.23
GRAINGER	S017985	9831076576	259319	SPEED HANDLE ITEM #19C369	$72.77
HJ ARNETT INDUSTRIES LLC	S017970	INV55481	259325	NEW LOW VOLTAGE OVERS/COVERS	$42.22
	S017970			SHIPPING	$12.81

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
KELLEY'S TELE-COMMUNICATIONS INC	P058682	022407012018	259333	AFTER HOURS EMERGENCY CALL SVC	$469.00
MICHELS CORPORATION	P058372	C196-17/FINAL RET	259341	Reata Substation to Dallas Rd	$31,909.99
	P058372			CHANGE ORDER #1 - FIELD ORDER	$3,524.18
	P058372			CHANGE ORDER #1 - FIELD ORDER	$2,661.34
	P058372			CHANGE ORDER #3 - FIELD ORDER	$1,595.60
PARADISE BOTTLED WATER CO	P058678	06/18-POWER OPS	259348	2018 BOTTLED WTR-POWER OPERATI	$44.52
PARAMOUNT COMMUNICATIONS INC	P059069	34324	259820	ORCHARD HILLS - SCHEDULE F	$134,635.22
	P059069			STEVENS FEEDER L-53 - SCHEDULE	$58,758.84
	P059069			CO #1 - STEVENS FEEDER SCHEDUL	$4,179.47
RICHLAND ACE HARDWARE		215757	259497	16" PUMP PLIER	$34.74
		215915/2	259639	VALVE BOX	$6.51
		62839/1		CONDUIT DRILL BIT	$22.10
		62840/1		DRILL BIT RETURN/PURCHASE	$0.00
		62875/1		CONDUIT	$11.25
		62908/1		PVC CONDUIT	$16.88
		63020/1	260111	POP UP TENT	$65.15
TRAFFIC MANAGEMENT INC		676	259366	TRAFFIC FLAGGING 5/15/18	$549.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$308.36
WESCO DISTRIBUTION INC	S017973	10093880	259989	FREIGHT	$23.87
	S017973			FIBERGLASS BOLT CUTTERS 24"	$136.03
	S017973			STRIPPER BODY LESS BUSHINGS	$201.01
	S017972	870480	259686	GREENLEE #49782 IMPACT SOCKET	$171.37
				POWER OPERATIONS TOTAL****	**$282,696.13**
Division: 504 SYSTEMS DIVISION					
ACCURATE CALIBRATION SERVICES LLC		73658	260042	ANNUAL CALIBRATION/CERT	$1,450.00
BANK OF AMERICA		TXN00039802	259921	AMAZON-BCP GLASS FUSES	$8.62
		TXN00039803		WAL-MART-SUPERGLUE	$2.14
		TXN00039823		AMAZON-WIONICS CERAMIC FUSES	$19.40
BLUEROOM	P058679	9000115	260053	2018 POL SERVICE-1032 UNIVERSI	$82.00
CENTRAL HOSE & FITTINGS INC		C012285	259552	HOSE ASSEMBLY	$280.10
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$1,712.18
ELECTRIC POWER SYSTEMS INC	P057572	015451	260080	LESLIE RD SUBSTATION DESIGN AN	$3,150.00
ENERGY NORTHWEST	P057784	O&M00638	259979	C59133 SYSTEM IMPROVEMENT RELA	$413.91
	P057784			C59127 LESLIE RD SUB PROJECT	$413.92
	P057784			EW16007 THAYER STAFF SUPPORT -	$413.92
	P057784			C49136 SNYDER SUB ADDTN PROJEC	$413.91
FASTENAL COMPANY		WARIC75978	259315	HEX NUTS/SPLIT WASHERS	$5.00
OXARC INC		30383858	259482	CYLINDER RENTAL-JUNE	$41.65
	P058677	60181267	259347	RENTAL MULTIPLE GAS CYLINDERS	$64.40
PLATT ELECTRIC SUPPLY		R691161	259631	EL WIRE COILS 500FT	$769.40
POTELCO INC	P058607	C207-17/PMT 5	259633	C/O 8 - IMPACT CHARGES FOR	$83,222.35

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
STEEBER'S LOCK SERVICE		144912	259505	4 DUPLICATE KEYS	$11.95
		144922		4 DUPLICATE KEYS	$11.95
STONEWAY ELECTRIC SUPPLY		S102417106.001	259507	BELL HANGER DRILL	$28.56
		S102418147.001		HOLESAW POWER BITS	$29.15
		S102443453.001	259657	STELL CONDUIT, LUGS	$529.28
UTILITIES UNDERGROUND LOCATION CENTER		8060200	259514	LOCATE SERVICE - JUNE 2018	$300.89
UTILIWORKS CONSULTING LLC	P056517	5298	259676	SMART GRID PROJECT PHASE 2,	$2,679.29
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$314.50
				SYSTEMS DIVISION TOTAL****	**$96,368.47**
Division: 505 ENERGY POLICY MGMT					
APOLLO SHEET METAL INC		18060403	259918	1741 APRIL LOOP-REBATE-HP	$1,000.00
BANK OF AMERICA		TXN00039820	259921	BENTON CO AUDITOR - LIEN RECOR	$682.65
		TXN00039903		BENTON CO AUDITOR - LIEN RECOR	$101.48
		TXN00040128		BENTON CO AUDITOR - LIEN RECOR	$608.85
BENTON PUD		06/18-30228005	259395	ELECTRIC SRVCS 05/22-06/22/18	$499.78
BOB RHODES HEATING & A/C INC		97056	259397	1150 ENGLEWOOD-REBATE-HP	$1,000.00
BRUCE INC		18-0404.2	259400	2309 OLYMPIA-REBATE-HP	$1,000.00
CASCADE TITLE COMPANY OF BENTON		7143	259548	601 E MEADOWS-TITLE REPORT	$103.17
		7222	259725	704 STANTON-TITLE REPORT	$103.17
CHINOOK HEATING & AIR INC		40582	259556	1322 FARRELL - REBATE-HP	$1,000.00
	P059286	40605	259965	WEATHERWISE LOAN: MOLVIK, 309	$8,293.78
	P059286			ADJUST FOR TAX	$0.01
	P059241	40607	259556	WEATHERWISE LOAN: HAYWARD, 323	$8,255.77
	P059246	40609	260063	WEATHERWISE LOAN: SIMM, 1415	$9,659.97
	P059246			ADJUST FOR TAX	$0.01
CITY OF RICHLAND		221340	259414	1621 MCMURRAY-REBATE-HP	$1,000.00
		223200		1303 ACACIA-REBATE-HP	$1,000.00
		271040		1015 MARSHALL-REBATE-HP	$1,000.00
		340660		1515 JOHNSTON-REBATE-HP	$1,000.00
		370780	259969	1415 HAINS - REBATE-HP	$1,000.00
		422180	259414	2136 CRESTVIEW-REBATE-HP	$1,000.00
		693400		105 SHERMAN-REBATE-HP	$1,000.00
		71660	260067	1415 ALICE-REBATE-HP	$1,000.00
		750350	259969	309 WENAS - REBATE-HP	$1,000.00
		783160		312 GREENBROOK - REBATE-HP	$1,000.00
		796140	259560	107 CALIENTE SANDS-REBATE-HP	$1,000.00
		862820		3231 BRIGHTON - REBATE-HP	$1,000.00
COLEMAN OIL COMPANY		CL02592	259418	CARD LOCK FUEL 6/18/18-6/24/18	$19,149.88
DAYCO HEATING & AIR		68096	259425	642 CHESTNUT-REBATE-HP	$1,000.00
		68101		1012 SANFORD-REBATE-HP	$1,000.00
		69035	259977	403 COTTONWOOD-REBATE-HP	$1,000.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
DAYCO HEATING & AIR		69074	259425	205 LASIANDRA-REBATE-HP	$1,000.00
	P059317	69975	259313	WEATHERWISE LOAN: TUCKER, 107	$7,843.82
		69981	259977	600 MEADOWS DR E-REBATE-HP	$1,000.00
		69983	259425	317 JADWIN-REBATE-HP	$1,000.00
DELTA HEATING & COOLING INC		25443	259426	204 CASAEY-REBATE-DHP	$800.00
		25580	259572	2372 HOOD #C - REBATE-HP	$1,000.00
		25581		507 SYMONS - REBATE-HP	$1,000.00
	P059238	25582	259314	WEATHERWISE LOAN: WARD, 1015	$6,950.40
		25583	259572	812 WRIGHT - REBATE-HP	$1,000.00
	P059137	25584	259314	WEATHERWISE LOAN: GORTON, 105	$6,640.89
		25585	259572	145 PINETREE - REBATE-HP	$1,000.00
	P059207	25586	259314	WEATHERWISE LOAN: COLLADO, 213	$6,720.08
		25587	259572	655 CANYON - REBATE-HP	$1,000.00
		25588		715 REDWOOD - REBATE-HP	$1,000.00
		25589		2125 SHASTA - REBATE-HP	$1,000.00
		25590		2414 ALEXANDER - REBATE-HP	$1,000.00
	P059159	25591	259314	WEATHERWISE LOAN: RUSSELL, 151	$6,570.30
		25616	259426	1009 WILSON-REBATE-DHP	$800.00
ECOVA, INC.		ES11540FY18-0043.	259433	1401 GEO WA WAY - REBATE	$2,760.00
		ES11540FY18-0045	259978	1909 N COLUMBIA CTR-REBATE CL	$3,787.00
EFFICIENCY SOLUTIONS LLC	P058402	6-18 58402	259576	LOAD FORECAST AND INTEGRATED	$1,551.50
	P058718	6-18 58718		COMMERCIAL ENERGY EFFICIENCY	$3,048.50
FINANCIAL CONSULTING SOLUTION GROUP	P058839	2824-21806103	259317	COSA & RATE DESIGN SUPPORT PER	$3,455.00
GLASS NOOK INC		79685	259442	1969 MARSHALL-REBATE-WINDOWS	$268.83
HODGES PROPERTY, LLC		ES11540FY20180041	259445	1331 GEO WA WAY - REBATE	$6,396.60
HUMINSKYS HEATING & COOLING	P059249	002577	259327	WEATHERWISE LOAN: FISHER, 1303	$7,943.00
	P059295	002578		WEATHERWISE LOAN: KVESIC, 1621	$7,696.48
JACOBS & RHODES INC		39070	259450	406 ASH-REBATE-HP	$1,000.00
		39152		539 MEADOWS DR S-REBATE-HP	$1,000.00
		39161-		2021 HARRIS-REBATE-HP	$1,000.00
	P059309	39216	259995	WEATHERWISE LOAN: DEBBAN, 1415	$15,361.47
LAMB WESTON - RICHLAND		17ES11540FY180046	260093	2013 SAINT ST REBATE-CUST PROJ	$200,000.00
M CAMPBELL & COMPANY INC		179785	259470	115 CALIENTE SANDS-REBATE-HP	$1,000.00
		189906	259616	126 OAKLAND - REBATE-HP	$1,000.00
		190010	260004	1009 SANFORD-REBATE-HP	$1,000.00
		190134	259470	2500 SADDLE WAY-REBATE-HP	$1,000.00
		192404		163 ORCHARD-REBATE-HP	$1,000.00
		192722	260004	2323 SNOHOMISH-REBATE-HP	$1,000.00
		193595	260096	1302 KIMBALL-REBATE-HP	$1,000.00
		193729	260004	1507 FARRELL-REBATE-HP	$1,000.00
		70033		100 OAKMONT-REBATE-HP	$1,000.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NAIL CPA		ES11540FY20180042	259479	1880 FOWLER - REBATE CUST PROJ	$2,254.00
PARTY CITY CORPORATION		ES11540FY20180040	259484	2907 QUEENSGATE - REBATE	$5,256.30
PERFECTION GLASS		9993665685	259485	810 WILLARD-REBATE-WINDOWS	$33.00
		9993666406	260015	333 SNYDER-REBATE-WINDOWS	$55.00
		9993667081	259630	456 MATEO - REBATE-WINDOWS	$150.00
		9993667091	260015	1694 APRIL LOOP-REBATE-WINDOWS	$1,157.31
PORT OF BENTON		ES11540FY20180044	259490	2700 SALK-REBATE-COMM LIG	$1,380.00
TOTAL ENERGY MANAGEMENT INC		58530WWR	259666	2309 HUMPHREYS - REBATE-HP	$1,000.00
		58534WWR		552 HOLLY-REBATE-HP	$1,000.00
		58594WWR	259511	1595 SAGEWOOD-REBATE-HP	$1,000.00
	P059237	58655	260030	WEATHERWISE LOAN: OTTO, 312	$11,939.48
TRANS UNION LLC		06802135	259861	CREDIT REPORTS-JUNE	$63.27
WESTON MOUNTAIN ONION		ES11540FY180047	259873	2926 KINGSGATE-REBATE CUSTOM	$13,518.96
				ENERGY POLICY MGMT TOTAL****	**$416,859.71**
Division: 506 TECHNICAL SERVICES					
BANK OF AMERICA		TXN00039685	259921	AMAZON-HAMMER-DRILL	$135.74
		TXN00039696		HOME DEPOT-GATE RMOTE BATTERY	$10.84
		TXN00039914		TARGET-IPHONE CASES	$92.29
		TXN00039922		WM SUPERCENTER-IPHONE CASES	$69.19
		TXN00040026		WAL-MART #3261 - Credit	($4.78)
		TXN00040038		TARGET-IPHONE CASE	$54.29
		TXN00040044		KG ELECTRONICS-SVC MONITOR REP	$1,164.00
		TXN00040116		HARBOR FREIGHT-LIFT TBL TOOLS	$184.61
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$1,422.18
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-593864	259565	MAGNETIC PHONE MOUNT	$59.06
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$44.52
INTERNATIONAL MUNICIPAL SIGNAL ASSN		38601	259447	CARMONA CR2 RENEWAL	$70.00
PLATT ELECTRIC SUPPLY		R716632	259631	HEX KEY SET	$9.69
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$335.74
				TECHNICAL SERVICES TOTAL****	**$3,647.37**
				ELECTRIC UTILITY FUND Total ***	**$989,154.64**
FUND 402 WATER UTILITY FUND					
Division: 000					
ALLSTAR CONSTRUCTION		18-00850	259701	REFUND HYDRANT METER #346	$750.00
BIG D'S CONSTRUCTION OF TRI CITIES LLC		15-01865	260050	MONTHLY RENTAL	($30.00)
				REFUND HYDRANT METER #319	$720.00
		17-02510		MONTHLY RENTAL	($30.00)
				WATER USAGE 29 UNITS	($27.55)
				REFUND HYDRANT METER #370	$670.60

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BLACKLINE INC		18-01124	259715	REFUND HYDRANT METER #377	$750.00
CITY OF RICHLAND		15-01865	260069	A/R 30908	$30.00
		16-02655	259733	A/R 32136	$55.65
		17-02086	259970	A/R 30926	$34.75
				A/R 32322	$36.65
				A/R 31114	$30.00
				A/R 32941	$30.00
				A/R 31430	$30.00
				A/R 32550	$30.00
				A/R 31621	$30.95
				A/R 32146	$31.90
				A/R 31822	$30.00
		17-02510	260070	A/R 32914	$79.40
		18-00115	260068	A/R 32553	$429.95
		18-00770	260071	A/R 32905	$35.70
CORE & MAIN LP	P059222	J048937	259567	VALVE CURB STOP, 1" CTS QUICK	$1,094.56
	P059222			ANGLE BALL METER VALVE 1",	$8,413.46
CULBERT CONSTRUCTION		18-00115	260073	REFUND HYDRANT METER #377	$320.05
				MONTHLY RENTAL	($30.00)
				WATER USAGE 29 UNITS	($27.55)
FOWLER CONSTRUCTION		16-02655	259763	REFUND HYDRANT METER #352	$694.35
				MONTHLY RENTAL	($30.00)
				WATER USAGE - 2 UNITS	($1.90)
GRIGSBY PROPERTIES LLC		17-01286 #316	259596	A/R 32291 - DEP BAL REFUND	$30.00
HD FOWLER COMPANY INC	P059259	I4855825	259598	ADJUST TAX	$0.01
	P059259			VALVE BOX TOP, 16" SLIP STYLE,	$791.15
	P059259			METER BOX COVER, CONCRETE 36H	$264.85
	P059259			METER BOX TOP SECTION, 12" 36	$200.16
	P059259			FREIGHT	$92.31
	S017949	I4863875		METER BOX TOP SECTION, 12" 36	$151.61
	S017968	I4869621		SADDLE ROMAC 202S-9.80 X 2"IP,	$458.81
INLAND ASPHALT CO		17-02085	259776	REFUND HYDRANT METER #313	$750.00
				MONTHLY RENTAL	($30.00)
MOUNTAIN STATES CONSTRUCTION		18-00770	260103	REFUND HYDRANT METER #304	$714.30
				MONTHLY RENTAL	($30.00)
NATHAN PRATT		17-02086	260007	REFUND HYDRANT METER #374	$465.75
				MONTHLY RENTAL	($30.00)
NATIONAL METER & AUTOMATION	P059263	S1100408.003	259623	FREIGHT	$208.07
	P059263			METER,WATER BRONZE DISK, 3/4,	$14,739.19
NORTHEAST ELECTRIC		18-01032	260010	HYDRANT METER REFUND #381	$750.00
				WATER USAGE 5 UNITS	($4.75)

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
NORTHEAST ELECTRIC		18-01032	260010	MONTHLY RENTAL	($30.00)
PREMIER EXCAVATION INC #20780		18-00470	259826	REFUND HYDRANT METER #369	$750.00
				MONTHLY RENTAL	($30.00)
				WATER USAGE - 142 UNITS	($134.90)
SOLFERINO HOMES INC		18-01241	259842	REFUND HYDRANT METER DEPOSIT	$750.00
T TAP CONSTRUCTION SERVICES		18-01233	259848	REFUND HYDRANT METER #380	$750.00
				UNASSIGNED TOTAL****	**$35,727.53**
Division: 410 WATER CAPITAL PROJECTS					
APOLLO INC	P058723	48-18/PMT4	259528	DUPORTAIL BRIDGE WATERLINE-47-	$108,268.90
				WATER CAPITAL PROJECTS TOTAL****	**$108,268.90**
Division: 411 WATER ADMINISTRATION					
ARBAUGH & ASSOCIATES INC		1683	259705	ARBAUGH CONTRACT FEES-JUN 18	$543.96
CITY OF KENNEWICK		013574	259411	WATER ON WHEELS - WATER	$4,188.33
LAW OFFICE OF THOMAS M PORS		887	259336	WATER RIGHTS ADVICE-JUNE 2018	$2,345.00
RH2 ENGINEERING INC	P058955	69865	260110	2018 WATER SYSTEM MODELING (1S	$930.66
	P058955			AMENDMENT #1 - ADDITIONAL SERV	$341.90
WA STATE DEPT OF TRANSPORTATION		RE-313ATB80618098	259516	DUPORTAIL BRIDGE - EEOMBE 5/18	$40.94
				WATER ADMINISTRATION TOTAL****	**$8,390.79**
Division: 412 WATER OPERATIONS					
ALL SERVICE CONTRACTING CORP	S017982	182206WABMF	259916	ESTIMATED FREIGHT	$40.00
	S017982			SURFACE WASH NOZZLES	$1,170.00
ARAMARK UNIFORM SERVICES INC	S017988	06/18-934962000	259531	LINEN CHARGES FOR JUNE	$43.43
BANK OF AMERICA		TXN00039692	259921	BAVCO - Purchase	$29.21
		TXN00039858		EAGLE PRINTING - Purchase	$34.31
		TXN00040103		COSTCO WHSE #0486 - Purchase	$162.89
BENTON FRANKLIN HEALTH DISTRICT		9802	259714	WATER SAMPLES	$1,835.00
BENTON RURAL ELECTRIC ASSOCIATION		06/18-385100	259539	KENNEDY BOOSTER STATION	$3,481.34
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$1.99
CASCADE NATURAL GAS CORP		07/18-28638100009	260059	NAT GAS 110 SAINT 6/17-7/17/18	$10.85
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$92.70
				CITY UTILITY BILLS/JUN 2018	$91,421.29
		18-101 ANDREWS	259732	18-101 AWWA ACE 18	$791.07
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-593480	259741	LAMP	$34.21
		3627-594220	259565	COUPLINGS/CLAMPS	$408.31
		3627-594285		FLEX CONNECTION	$57.51
		3627-594335		FLEX CONNECTION	$23.18
		3627-594407		RED WALL/FLEX CONNECTION	$112.91
		3627-594937	259741	CORD CONN/WIRE/PLUG/COVER	$73.51
CORRECT EQUIPMENT INC	S017999	37636	259975	CHLORINATION TABLETS, 55LB PAI	$5,755.20
	S017999			ESTIMATED FREIGHT	$292.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ENERGY NORTHWEST		ENV03538	259579	WATER SAMPLES	$230.00
FERGUSON ENTERPRISES INC		6357414	259761	U BOLT W/ DBL HEX NUT	$273.44
		6371695		PVC VITON/CPVC VITON	$118.43
FIELD INSTRUMENTS & CONTROLS INC		167368	259316	LCD DISPLAY/KEYPAD REPLCMNT	$111.51
FILTRATION TECHNOLOGY INC	S017974	S7604	259587	CARUS AQUA MAG BLENDED PHOSPHA	$2,609.20
GRAINGER	S018000	9838867621	259985	REPAIR KIT ITEM #46470540	$88.28
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$37.39
KEMIRA WATER SOLUTIONS INC	S017733	9017594685	259608	ANNUAL PO FOR THE PURCHASE OF	$13,602.60
OFFICE DEPOT		157973670001	259814	INK CARTRIDGE	$45.39
OXARC INC		30383876	259626	SODIUM HYPOCHLORITE	$414.36
		30400883	259817	SODIUM HYPOCHLORITE	$381.55
RANCH AND HOME INC		50074322	259636	PALLET WTR SOFT SALT	$265.54
		50074334		PALLET WTR SOFT SALT	$265.54
		50074867	259828	PALLET WTR SOF SALT	$265.54
RICHLAND ACE HARDWARE		62930/1	259639	FLAT PAINT	$41.67
RICHLAND NAPA		413723	259351	SCREW	$0.45
SCHINDLER ELEVATOR CORPORATION		8104819637	259648	JULY CHAIR LIFT INSPECTION	$96.93
STEP SAVER INC		T418063	259361	BULK EXTRA COARSE SOLAR SALT	$3,530.53
	P059411	T499745	260025	FREIGHT/SHIPPING CHARGE	$740.63
	P059411			PTO &/OR DELIVERY	$252.19
	P059411			STOP-OFF/RE-DIRECT FEE	$100.00
	P059411			BULK, SODIUM CHLORIDE (NACL)	$914.10
STONEWAY ELECTRIC SUPPLY		S102449656.001	259657	PORT HEATER/BOX/RECEPTACLE	$317.29
UNIVAR USA INC	S017926	SK613662	259673	PRAESTOL 2515TR FILTER AID, 10	$1,934.95
	S017926			FREIGHT	$100.00
UV DOCTOR LAMPS LLC	S017920	11637	260125	AMALGAM LAMP, PART #UVDRX 1614	$12,624.75
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$190.48
XEROX CORPORATION		093788733	259874	LX5-693082 BASE/PRINTS-JUNE	$131.20
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$64.36
XYLEM WATER SOLUTIONS USA INC	S017928	3556A20088	259693	BALLAST FOR UV LIGHTS, #76-611	$7,368.51
	S017929	3556A20089		UV SENSOR UCD-SEC SO13300, PAR	$4,599.21
	S017929			K REACTOR SENSOR TUBE, PART #7	$2,432.64
	S017929			FREIGHT	$25.00
				WATER OPERATIONS TOTAL****	**$160,044.57**
Division: 413 WATER MAINTENANCE					
AMERICAN ROCK PRODUCTS INC	P059382	337921	259526	5/8" MINUS TOP COURSE, INV: 33	$315.56
	P059384	338473		5/8" TOP COURSE	$293.10
AT&T WIRELESS		6/18-287243288881	259295	287243288881 05/27/18-06/26/18	$59.44
BANK OF AMERICA		TXN00039683	259921	HOME DEPOT - HARRISON WELL ROO	$54.08
		TXN00039805		HOME DEPOT - LYNNWOOD LP ROOF	$301.83
		TXN00039834		HOME DEPOT - LYNNWOOD LP ROOF	$177.12

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039861	259921	MY BINDING COM - Purchase	$21.88
		TXN00039908		HOME DEPOT - LYNNWOOD LP ROOF	$125.95
		TXN00039939		WM SUPERCENTER #3261 - Purchas	$10.73
		TXN00039957		JJS TECHNICAL SERVICES - Purch	$355.27
		TXN00039965		HOME DEPOT - LYNNWOOD LP ROOF	$16.43
		TXN00040138		BEAVER BARK LTD - Water Maint.	$102.62
BUILDERS FIRSTSOURCE, INC		1260858	259719	LATH	$42.33
		1260859		WOOD STAKES	$78.17
		1260864		LATH CREDIT	($42.33)
BUILDERS HARDWARE & SUPPLY CO INC		S3641975.001	259301	BHS ACCESS CONTROL YEARLY SVCS	$43.44
				BHS ACCESS CONTROL YEARLY SVCS	$1,492.98
C & M LANDSCAPING		79699	259302	SOD	$7.72
CANON FINANCIAL SERVICES, INC		18866023	259723	CANON-IRC5550I-XLG04987-JULY	$23.61
CENTRAL HOSE & FITTINGS INC		C012991	259552	12' OF 5" HOSE	$350.06
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$2,437.45
				CITY UTILITY BILLS/JUN 2018	$562.72
				CITY UTILITY BILLS/JUN 2018	$999.37
				CITY UTILITY BILLS/JUN 2018	$1,596.05
				CITY UTILITY BILLS/JUN 2018	$1,104.78
				CITY UTILITY BILLS/JUN 2018	$410.47
				CITY UTILITY BILLS/JUN 2018	$34,395.18
				CITY UTILITY BILLS/JUN 2018	$76.87
		06/2018-26	259558	#26 LANDFILL FEES	$397.05
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-593131	259565	CIRCUIT BOARD	$1,167.45
CORE & MAIN LP		I628294	259567	BONNET RING	$50.91
FASTENAL COMPANY		WARIC76428	259582	NUT/BOLT	$31.68
		WARIC76507		NUT/BOLT	$6.52
		WARIC76708	259760	NUT/BOLT	$14.17
		WARIC76934	259980	HOLE SAW	$52.11
FERGUSON ENTERPRISES INC		6349427	259586	FLANGE/GASKET	$86.82
		6369374	259761	CPVC S80 PIPE	$151.89
HD FOWLER COMPANY INC		C448216	259598	METER SETTER VALVE CREDIT	($340.05)
		I4851068	259323	BOLT/NUT	$4.96
		I4854509		HYDRANT EXTENSION	$547.70
		I4863565	259598	FLOATS	$206.13
		I4863570		METER SETTER VALVE OUTLET	$340.05
		I4863571		BOLT WITH NUT	$14.86
		I4865734		UPPER STEM HYDRANT	$307.12
		I4871791		SADDLE SUPPORT STAND	$255.66
		I4882710	259987	STRAP WITH NUTS	$84.30
		I4885755		BALL VALVE/STRAP/JOINT	$294.03

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
HD FOWLER COMPANY INC		I4886658	259987	BALL VALVE/CROSS BRASS IMPORT	$804.48
		I4886660		WEDGE GATE VALVE/BODY	$1,159.01
INTEGRA CHEMICAL COMPANY		0127879-IN	259992	DECHLORNATOR KIT	$1,723.21
KELLEY'S TELE-COMMUNICATIONS INC		276307012018	259607	ANSWERING SRVC CHARGES JULY	$56.15
NATIONAL METER & AUTOMATION	P059263	S1100408.001	260008	FREIGHT	$23.09
	P059263			RETROFIT EXISTING METER WITH H	$81.45
	P059263			CHAMBER ASSEMBLY, BADGER #3333	$76.02
OXARC INC		60181264	259626	CYLINDER RENTAL-JUNE	$74.23
RICHLAND ACE HARDWARE		215948/2	259639	HORNET/WASP SPRAY VEH 3319	$2.70
		62989/1		GLUE/JOINT	$22.78
		63018/1		PUMP COOLER	$31.48
		63155/1	260017	GARDEN VALVE/NIPPLE	$15.83
STONEWAY ELECTRIC SUPPLY		S102437099.001	259657	GRAY LIQ TITE RCL	$69.45
UTILITIES UNDERGROUND LOCATION CENTER		8060200	259514	LOCATE SERVICE - JUNE 2018	$50.15
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$385.95
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$20.23
				WATER MAINTENANCE TOTAL****	**$53,682.45**
				WATER UTILITY FUND Total ***	**$366,114.24**
FUND 403	**WASTEWATER UTILITY FUND**				
Division: 000					
ROTSCHY INC	P058467	C261-17/PMT 6	259644	RETAINAGE	($7,107.21)
				UNASSIGNED TOTAL****	**($7,107.21)**
Division: 420	SEWER ADMINISTRATION				
TRI CITY HERALD	S017996	3716384	260032	RFQ WWTF PROCESS MODELING #18-	$118.65
				SEWER ADMINISTRATION TOTAL****	**$118.65**
Division: 421	SEWER CAPITAL PROJECTS				
ROTSCHY INC	P058467	C261-17/PMT 6	259644	WWTF INFLUENT PUMP STATION	$146,553.80
				SEWER CAPITAL PROJECTS TOTAL****	**$146,553.80**
Division: 422	SEWER OPERATIONS				
AMERIGAS		3079775200	259527	PROPANE-BOILER WWTP	$125.42
ARAMARK UNIFORM SERVICES INC	S017988	06/18-934962000	259531	LINEN CHARGES FOR JUNE	$91.76
BANK OF AMERICA		TXN00039693	259921	NEWARK US - RELAYS EMGEN WW	$134.26
		TXN00039810		USABB - LAB - GLSFBR FLTR & PP	$455.21
		TXN00039831		FSHRSCI - LAB - FORCEPS & BUFF	$517.88
		TXN00039872		USABB - LAB - PIPET TIP	$77.00
		TXN00039883		FSHRSCI - LAB - PIPETS 12/CS	$283.55
		TXN00039901		STAPLES - STORBXS MRKRS DAWN	$107.75
		TXN00039926		HMDPO - EXTPOLES & SCRB BRSHS	$163.80
		TXN00039958		HMDPO - EXT POLE	$46.66

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039976	259921	PHENOVA - LAB - REF CHEMS	$314.35
		TXN00039999		FSHRSCI - LAB - MINI DESICCTR	$147.64
		TXN00040010		STAPLES - HP 05A BLK TONER (VE	$149.27
		TXN00040028		SPUDNUT - DONUTS STAFF MTG	$19.33
		TXN00040135		STAPLES - ELCTRNCDSTR CLRXWIPE	$57.15
BENTON FRANKLIN HEALTH DISTRICT		9752	259537	TKN/NITRATE/ITE PHOSPHATE	$98.00
		9827	259714	TKN/NITRATE/ITE PHOSPHATE	$98.00
BLUEROOM		2739393	259542	POL SERVICE-COMPOST-JUN 2018	$81.00
CB PACIFIC, INC	P059216	IP618112776	259550	VALVE ACTUATOR FOR WWTF PRIMAR	$1,196.77
	P059216			CM_WATERMAN MODEL #40705448	$132.06
	P059216			FREIGHT	$46.58
	P059216			CM_WATERMAN MODEL #101655	$129.99
CENTRAL HOSE & FITTINGS INC		C012095	259552	FITTINGS FOR BOILER REPAIR	$28.03
CH2O INC		269980	259729	BOILER TESTING-JUN 18 BW LABOR	$64.49
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$21,248.96
		06/2018-25	259558	#25 BIOSOLIDS LANDFILL FEES	$1,566.53
COLE INDUSTRIAL INC		YA26977	259735	TROUBLESHOOT FLAME FAILURE	$742.28
		YA27145		TROUBLESHOOT METHANE FUEL	$328.52
COLEMAN OIL COMPANY		0474207-IN	259562	WWTF HT BACKUP DIESEL DYED	$5,559.75
ENERGY INCENTIVES INC	P057478	CORWWTF005	259578	ANNUAL FUME HOOD TESTING IN WW	$100.00
	P057478	CORWWTF007		ANNUAL FUME HOOD TESTING IN WW	$100.00
	P057478	CORWWTF008		ANNUAL FUME HOOD TESTING IN WW	$100.00
	P059091	CORWWTF009		2018 QUARTERLY FUME HOOD TESTI	$100.00
	P059091	CORWWTF010		2018 QUARTERLY FUME HOOD TESTI	$100.00
FIELD INSTRUMENTS & CONTROLS INC	P059365	167855	259762	SHIPPING	$14.73
	P059365			PR ELECTRONICS RTD TRANSMITTER	$114.03
	P059365	167856		ADJUST FOR TAX	$0.01
	P059365			MONARCH TRACK-IT USB DATA LOGG	$172.67
	P059365			SHIPPING	$24.52
	P059365	167888		SHIPPING	$11.10
	P059365			REOTEMP RTD PROBE:	$79.15
GRANICH ENGINEERED PRODUCTS, INC	P059308	GI-0301172	259594	SEEPEX THERMISTOR SENSOR (TWO	$136.84
	P059308			FREIGHT	$17.33
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$37.39
HERC RENTALS INC		30054745-001	259599	LIQUID PROPANE FOR FORKLIFT	$33.36
IFM EFECTOR INC	S017984	40021776	259602	IFM EFECTOR DIN RAIL MOUNT POW	$70.59
	S017984			SHIPPING	$14.97
OXARC INC		60181263	259817	CYLINDER RENTAL - JUNE	$17.65
PARADISE BOTTLED WATER CO		06/18-WASTEWATER	259819	BOTTLED WATER-JUNE	$110.03
PASCO MACHINE COMPANY INC		90196	259629	SUPERNATE BOX RINGS DGSTR	$1,630.19
QUALITY CONTROL SERVICES INC		52751	259635	ONSITE SVC AUTOCL & CHRT REC	$170.00

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND ACE HARDWARE		62549/1	259639	DRANO FOR DRAINS IN OPS BLDG	$32.55
		62774/1		RAKE (PRIMY) & BCKTS (INFLUE)	$50.97
		62965/1	259832	DISH DRAINERS-LAB	$23.98
		63046/1		MOUSE TRAPS	$4.33
SPRAGUE PEST SOLUTIONS		3537658	259653	JUNE MONTHLY SERVICE-WW	$132.49
STEP SAVER INC	P059411	T499745	260025	STOP-OFF/RE-DIRECT FEE	$100.00
	P059411			FREIGHT/SHIPPING CHARGE	$740.62
	P059411			PTO &/OR DELIVERY	$252.19
	P059411			BULK, SODIUM CHLORIDE (NACL)	$701.00
STONEWAY ELECTRIC SUPPLY		S102410462.002	259657	RELAY WWTP GENRTR (SOLIDSB)	$94.21
		S102410462.003		RELAY WWTP GENERATOR	$212.87
TACOMA SCREW PRODUCTS INC		22213475	259660	PARTS FOR SEEPEX PUMP REPAIR	$96.28
		22213650		PLIERS 10IN & OIL ABSORB PADS	$39.58
		22213685		PARTS RPR INFLPMP4 WEAR RNG	$22.55
		22214849		SQUEEGEE & HANDLE DGSTR BLDG	$80.36
TOTAL OFFICE CONCEPTS INC	P059353	INV50765	260122	RECTANGULAR TOP 24"D X 36"W -	$74.66
	P059353			RECTANGULAR, 2-LEG ADJUSTABLE	$563.63
	P059353			RACETRACK CONFERENCE TABLE 71"	$522.04
	P059353			ADJUST FOR TAX	$0.01
	P059353			LOCKING MOBILE BOX/FILE PEDEST	$194.12
TOWNSEND CONTROLS & ELECTRIC LLC		0015552-IN	259667	REPAIR BELT PRESS AUTOSTOP	$550.61
TRI CITY HERALD	S017996	3711126	260032	PHN 062818 HR RAN ON 6/17/18	$46.96
	S017996	3711149		PHN 062818 HR RAN ON 6/17/18	$44.49
TRUE NORTH ENVIRONMENTAL EQUIPMENT	P059187	P00630	260124	UPS 2ND-DAY AIR FREIGHT	$112.93
UNITED PARCEL SERVICE	S018002	000986641298	260034	NDA PKG TO ALS FOR WWTP OPS	$48.39
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$194.39
WASHINGTON ORGANIC RECYCLING COUNCIL		0203	259681	2018 WORC MEMBERSHIP RENEWAL	$125.00
XEROX CORPORATION		093788676	259874	MX4-749822 BASE/PRINTS-JUN	$253.38
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$104.09
				SEWER OPERATIONS TOTAL****	**$42,585.23**
Division: 423 SEWER MAINTENANCE					
AT&T WIRELESS		6/18-287243288881	259295	287243288881 05/27/18-06/26/18	$44.18
BANK OF AMERICA		TXN00039929	259921	AMAZON,DVD RECORDER SAMSUNG 86	$191.13
BEAVER BARK & ROCK		894053	259535	CONCRETE FOR NEW PAD WWTF	$534.25
BLASDEL, NICK		061518	260052	REIMB CDL MEDICAL EXAM	$76.00
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC		3627-593377	259565	REPLC LIGHT FX WW SRVR RM	$114.90
DELL COMPUTER CORPORATION	P059304	10250085489	259571	DESK DOCK, DELL LATITUDE RUGGE	$268.64
	P059304	10250389287		ADJUST TAX	($0.01)
	P059304			LAPTOP, LATITUDE 14 RUGGED 541	$1,761.54
KELLEY'S TELE-COMMUNICATIONS INC		276307012018	259607	ANSWERING SRVC CHARGES JULY	$56.15
KINLOCH EQUIPMENT & SUPPLY, INC	P059029	E170189	260091	WINCAN SOFTWARE EXPERT PACKAGE	$29,094.75

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
OXARC INC		30388457	259817	ETCTC JOB PAK 3/32" CAST IRON	$41.21
RICHLAND ACE HARDWARE		62572/1	259639	HOLD DOWN STRAPS VEH 3338	$51.62
		62599/1		BRASS COUPLERS VEH 3338	$7.16
		62873/1	259832	LEVEL TORPEDO-PARKING PAD	$15.19
TACOMA SCREW PRODUCTS INC		22209660	259660	SMALL TOOLS/BITS FOR SHOP	$164.91
		22209758		1-7/16 SOCKET 12 PT WW SHOP	$26.03
		22213650		PLIERS 10IN & OIL ABSORB PADS	$21.89
		22213651		RETURN-WRONG TOOL 10IN PLIERS	($21.89)
		22213653		WATER PUMP PLIERS 10IN	$39.36
		22214920	259849	ANCHOR BOLTS/HAND CLEANER	$25.17
		22215028		CENTER PULL RAGS	$165.01
THE DRAIN SURGEON		38936	259851	SNAKE LAV DRAINS-WWTP	$157.47
TRI CITIES BATTERY & AUTO REPAIR		125409	259668	12V BATTERIES/PORTABLE CAMERAS	$49.65
TRUE NORTH ENVIRONMENTAL EQUIPMENT	P059190	P00527	260124	SP SEAL FOR M12, 6.5MM - 7.5MM	$43.44
	P059190			SP (EX) CONNECTOR SOCKET CABLE	$612.50
	P059190			2-PART ADHESIVE DELO-AUTOMIX03	$117.29
	P059190			FREIGHT	$21.55
	P059190			CAMERA REPAIR PARTS FOR WWTF T	$599.47
	P059187	P00630		PARTS FOR WWTF TV TRUCK REEL -	$224.53
	P059187			ENCODER SP - PART #E-375-0203-	$416.41
UTILITIES UNDERGROUND LOCATION CENTER		8060200	259514	LOCATE SERVICE - JUNE 2018	$50.15
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$118.59
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$1.39
				SEWER MAINTENANCE TOTAL****	**$35,089.63**
				WASTEWATER UTILITY FUND Total ***	**$217,240.10**

FUND 404 SOLID WASTE UTILITY FUND

Division: 000

DUNN, RANDY		11413WW	259431	REFUND WW ACCOUNT 11413	$45.00
LAPIERRE ENTERPRISE		2409WW	259467	REFUND WW ACCOUNT 2409	$46.51
WASTEWORKS REFUND		10232WW-	260026	REFUND WW ACCT 10232	$152.29
		10446WW	259684	REFUND WW ACCOUNT 10446	$1,232.68
		10447WW JUL 18	259677	REFUND WW ACCOUNT 10447	$103.77
		202WW (2)	259561	REFUND WW ACCT 202	$1,097.61
		4472WW-	260023	REFUND WW ACCT 4472	$262.66
		4593WW	259618	REFUND WW ACCOUNT 4593	$105.85
		9009WW	259646	REFUND WW ACCOUNT 9009	$217.00
		9625WW	259583	REFUND WW ACCOUNT 9625	$46.50
				UNASSIGNED TOTAL****	**$3,309.87**

Division: 431 SOLID WASTE ADMINISTRATION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FINANCIAL CONSULTING SOLUTION GROUP		2893-21806050	259588	2018 LANDFILL RATE ANALYSIS	$1,720.00
JOYCE ZIKER PARKINSON PLLC		50239	259331	LANDFILL CONTAM-INS COV JUN 18	$1,836.50
WIH RESOURCE GROUP INC	P058784	0618-COR	259690	LANDFILL GNC COST/BENEFIT ANAL	$11,483.13
				SOLID WASTE ADMINISTRATION TOTAL****	**$15,039.63**
Division: 432 SOLID WASTE COLLECTION					
BANK OF AMERICA		TXN00039809	259921	SOLID WASTE ASSOCIA - M CHIDES	$212.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$230.62
CLAYTON WARD COMPANY		219205	259307	PAPER RECYCLING- JUNE 2018	$307.34
		219206		DROP BOX RECYCLING-JUNE 2018	$10,449.47
		8828801	259416	CURBSIDE RECYCLING-JUNE 18	$21,480.78
GTP INVESTMENTS LLC	P058743	405241070	259321	BADGER MTN LEASE FOR CITYY CEL	$22.26
ROUTEWARE INC	P059272	99469	259645	Regular Duty Tablet, Installat	$1,563.84
	P059272			Perpetual License Transfer fro	$6,516.00
	P059272			ROUTEWARE - Regular Duty Table	$6,516.00
	P059272			Two Camera System for Android	$7,819.20
		99513	259838	Q3 2018 OBC SUPPORT FEES (18)	$1,308.64
SPRAGUE PEST SOLUTIONS		3566558	259653	JULY MONTHLY SVCS-SW	$61.90
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$716.00
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$21.82
				SOLID WASTE COLLECTION TOTAL****	**$57,225.87**
Division: 433 SOLID WASTE DISPOSAL					
ARAMARK UNIFORM SERVICES INC	S017988	06/18-934962000	259531	LINEN CHARGES FOR JUNE	$131.28
BANK OF AMERICA		TXN00039784	259921	BRILLIANTPROMOS - TATTOOS FOR	$70.45
		TXN00039801		GARRETT SPECIALTIES - SHIPPING	$64.55
		TXN00039822		GARRETT SPECIALTIES -KEY CHAIN	$235.00
		TXN00039825		SOLID WASTE ASSOCIA -JMARLOW-S	$257.00
		TXN00040073		STAPLES - LANDFILL OFFICE SUPP	$535.65
BLAIR, JEANNETTE		063018	259396	REIMB MILEAGE JUNE 2018	$62.46
BLUEROOM		2739391	259956	POL SERVICE-LANDFILL-JUNE 2018	$81.00
CAROLINA SOFTWARE	P058739	68699	259547	WasteWORKS Sw Support for 2018	$500.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$1,412.98
COYOTE RIDGE CORRECTIONS CENTER		CRCC1806.600	259976	WORK CREW JUNE 2018	$283.19
FINLEY BUTTES LANDFILL		10381	259589	TIRE DISPOSAL	$534.29
MITCHELL, FRANK		063018	259477	REIMB MILEAGE JUNE 2018	$41.97
ORRCO		410834	259625	USED OIL TESTING/PICK-UP/HAUL	$315.00
PARADISE BOTTLED WATER CO		06/18-LANDFILL	259627	BOTTLED WATER - JUNE	$129.61
ROACH, ANNIKA		063018	259498	REIMB MILEAGE MAY-JUNE 2018	$53.41
SPRAGUE PEST SOLUTIONS		3537604	259653	JUNE MONTHLY SVCS-SW	$99.91
US DEPARTMENT OF AGRICULTURE		3002813818	260035	USDA APHIS DEBT MGMT TEAM '18	$4,772.44
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$52.40

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
XEROX CORPORATION		093788678	260039	LX5-694777 BASE/PRINTS-JUNE	$276.41
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$45.01
				SOLID WASTE DISPOSAL TOTAL****	**$9,954.01**
				SOLID WASTE UTILITY FUND Total ***	**$85,529.38**
FUND 405	**STORMWATER UTILITY FUND**				
Division: 441	STORMWATER				
AMERICAN ROCK PRODUCTS INC	P059383	338805	259703	3500 PSI EXTERIOR, INV 338805	$219.37
	P059383			ENVIRONMENTAL SURCHARGE, INV	$4.34
	P059383			SHORT LOAD CHARGE, INV 338805	$135.75
BANK OF AMERICA		TXN00039680	259921	AMZN - CIRCLE PUNCH DR HNGRS	$9.97
CITY OF KENNEWICK		013574	259411	WATER ON WHEELS - WATER	$2,792.22
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$352.42
		06/2018-17	259558	#17 DROP BOX/STREET SWEEPINGS	$750.00
CONTECH CONSTRUCTION PRODUCTS	P059252	16819741	259566	FILTER CARTRIDGES FOR LESLIE R	$1,466.10
	P059252			CARTRIDGE, REFURBISHED, 12IN	$814.50
	P059252			MAINTENANCE - FREIGHT - SHIPPI	$407.25
CORE & MAIN LP		I981045	259567	FLX CPG CONCXCI/PVC 71 WRDRP	$77.85
KINLOCH EQUIPMENT & SUPPLY, INC	P059029	E170189	260091	WINCAN SOFTWARE EXPERT PACKAGE	$14,330.25
MAHAFFEY ENTERPRISES INC		65997	259797	OVRBRDN/RIP-RAP-2001 LETHBRG	$370.54
RICHLAND ACE HARDWARE		62784/1	259639	CHAIN COIL VAN GIESEN GATE	$13.00
		62828/1		NEOPREN FLSHNGSEAL CB RPR	$21.70
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$13.70
				STORMWATER TOTAL****	**$21,778.96**
				STORMWATER UTILITY FUND Total ***	**$21,778.96**
FUND 406	**GOLF COURSE FUND**				
Division: 336	GOLF COURSE				
WAVE DESIGN GROUP, LLC	P059054	2147	259685	ARCHITECTURAL SERVICES FOR GOL	$4,642.50
				GOLF COURSE TOTAL****	**$4,642.50**
				GOLF COURSE FUND Total ***	**$4,642.50**
FUND 407	**MEDICAL SERVICES FUND**				
Division: 121	AMBULANCE				
BANK OF AMERICA		TXN00039682	259921	WALMART - STA JANITORIAL SUPP'	$87.73
		TXN00039684		AMAZON - BODY WASH	$23.34
		TXN00039709		AMAZON - TOILET CLEANER	$31.97
		TXN00039725		AMAZON - DISHWASHER SOAP	$47.20
		TXN00039739		AMAZON - SOAP, PLUNGER	$109.65
		TXN00039869		CHARTER - STA INTERNET FEES	$87.48

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039880	259921	CHARTER - STA INTERNET FEES	$88.73
		TXN00039894		WALMART - STA CLEANING SUPP'S	$41.55
		TXN00039928		AMAZON - DISINFECTANT CLNR	$66.09
		TXN00039947		AMAZON - DISHWASHER SOAP	$90.91
		TXN00040077		WASTE MGMT - PHARM DISP	$23.96
BOUND TREE MEDICAL LLC		82855313-	259957	IV SETS/GLUCOSE STRIPS/RAZRS	$505.08
		82862045-		ELCTRODES/BVM/MEGAMOVER	$461.16
		82865795-		GERMICIDAL WIPES/SANI HANDS	$54.99
		82865796-		IV SET/ATOMIZER/SPLINT/ET TUBE	$248.87
		82867143-		GLOVES/BLOOD TUBE/DRESSING	$1,084.34
		82867144-		IV CATHETER/TEST STRIPS	$2,420.28
		82879039-		IV CATHETER/EKG PAPER/BVM	$725.92
		82880522-		FENTANYL	$783.92
		82882052-		IV CATHETER/MEGAMOVER/GLOVE	$1,543.07
		82892046		GERMICIDAL WIPES	$114.56
CALLBACK STAFFING SOLUTIONS LLC		009069	259959	STAFFING CALLBACK SRVCS-JULY	$98.24
CARDINAL HEALTH 411 INC		3211218	259546	LIDOCAINE HCL	$24.65
		3249965		ETOMIDATE/GLUCAGEN	$760.20
CHAPLAIN SERVICES NETWORK		RFD-06302018	259554	CHAPLAIN SRVCS APR-JUN 2018	$1,275.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$865.93
COLUMBIA INDUSTRIES SUPPORT LLC		0061299	259563	ON SITE SHREDDING WO #0097982	$31.72
		0065695		ON SITE SHREDDING WO #0109873	$34.65
FINANCIAL CONSULTING SOLUTION GROUP	P059341	2844-21804019	259588	AMBULANCE COST OF SERVICE AND	$3,538.26
	P059341	2844-21805085		AMBULANCE COST OF SERVICE AND	$580.00
LIFE ASSIST INC		862384	259614	EPINEPHRINE	$202.50
		865471	260002	SALINE	$181.60
OXARC INC		30370409	259626	MEDICAL OXYGEN	$18.82
		30376856		MEDICAL OXYGEN	$98.15
		30381755		MEDICAL OXYGEN	$28.27
		30386657		MEDICAL OXYGEN	$49.88
PUBLIC SAFETY TESTING INC		2018-8471	259827	2ND QTR 2018 SUBSCRIPTION FEES	$132.49
STERICYCLE INC		3004311656	259656	BIO WASTE DISPOSAL FEE	$47.03
STRYKER SALES CORPORATION		244305M	259658	3 STAGE IV POLE	$332.23
UPTOWN CLEANERS		54069	259674	LINEN/UNIFORM LAUNDRY SRVCS	$281.91
		54131		LINEN/UNIFORM LAUNDRY SRVCS	$268.49
		54188		LINEN/UNIFORM LAUNDRY SRVCS	$333.62
		54284		LINEN/UNIFORM LAUNDRY SRVCS	$245.61
		54333		LINEN/UNIFORM LAUNDRY SRVCS	$291.33
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$344.30
	P059374			WIRELESS CHARGES JUNE 2018 INV	$35.12
				AMBULANCE TOTAL****	**$18,740.80**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				MEDICAL SERVICES FUND Total ***	**$18,740.80**
FUND 408	**BROADBAND FUND**				
Division: 460	BROADBAND ADMINISTRATION				
BLUE MOUNTAIN TELECOMMUNICATION SERVICES	P059035	18005679	259541	Fiber Optic Backbone Extension	$57,369.31
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$352.43
DESERTGREEN LAWN & TREE CARE LLC	P059402	HORN-2018	259573	WEED AND PEST CONTROL 1915 HOR	$754.77
	P059403	SNYDER-2018		WEED AND PEST CONTROL 1960 SNY	$754.77
	P059404	THAYER-2018		WEED AND PEST CONTROL 804 THAY	$787.35
PARAMOUNT COMMUNICATIONS INC	P059096	34307	259628	Fiber Build - Amon Creek Eleme	$27,215.17
POCKETINET COMMUNICATIONS INC	P058877	256017	260108	CO #1 - REDUCED SPLICES AND	($2,669.39)
	P058877			FIBER EXTENSION - WESTON MTN.	$19,886.89
				BROADBAND ADMINISTRATION TOTAL****	**$104,451.30**
				BROADBAND FUND Total ***	**$104,451.30**
FUND 501	**CENTRAL STORES FUND**				
Division: 000					
EWING IRRIGATION PRODUCTS INC	P059352	5785920	260083	PVC CAP SLIP, 3"	$38.14
	P059352			PVC ADAPTER MIPT X SLIP, 3/4"	$1.76
	P059352			PIPE, PVC, CLASS 200, 1", 20	$17.85
	P059352			PVC ADAPTER MIPT X SLIP, 1/2"	$0.80
	P059352			PVC COUPLING COMPRESSION, 1"	$17.84
	P059352			PVC COUPLING SLIP, 1"	$14.17
	P059352			PIPE, PVC, CLASS 200, 3/4", 20	$13.73
	P059352			PIPE, PVC, CLASS 200, 1/2", 20	$11.49
	P059352			PVC ADAPTER MIPT X SLIP, 2-1/2	$10.09
	P059352			PVC THREADED NIPPLE 1" X 6",	$11.07
	P059352			PVC ADAPTER FIPT X SLIP, 3/4"	$2.54
	P059352			PVC BUSH SLP X SLIP, 1 X 3/4,	$1.68
	P059352			ADJUST TAX	$0.01
	P059352			PVC ADAPTER MIPT X SLIP, 1-1/2	$2.62
	P059352			PVC ELBOW SLIP, 45 DEG, 1"	$2.76
	P059352			PVC CAP SLIP, 1/2"	$0.80
	P059352			PVC CAP SLIP, 3/4"	$0.93
	P059352			PVC COUPLING THREADED, 3/4"	$2.09
	P059352			PVC BUSH SLP X SLIP, 2" X 1",	$3.99
	P059352			PVC ADAPTER MIPT X SLIP, 1"	$3.23
	P059352			PVC BUSH SLP X SLIP, 1-1/4 X 1	$2.29
	P059352			PVC ADAPTER FIPT X SLIP, 2-1/2	$8.85
	P059352			PVC ADAPTER FIPT X SLIP, 1"	$2.94

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
EWING IRRIGATION PRODUCTS INC	P059352	5785920	260083	PVC THREADED NIPPLE 1/2" X 12"	$3.87
	P059352			PVC CEMENT, HEAVY-MED, QUART	$246.89
	P059352			PIPE, PVC, CLASS 200, 4", 20	$56.50
	P059352			PVC COUPLING SLIP-FIX, 1"	$37.30
	P059352			STREET ELBOW 90 DEGREE 1",	$61.14
	P059352			PVC COUPLING SLIP-FIX, 3/4"	$21.72
	P059352			PVC CAP SLIP, 4"	$21.69
	P059352			PVC COUPLING SLIP, 3/4"	$4.02
	P059352			PVC ADAPTER MIPT X SLIP, 4"	$18.85
	P059352			PVC CEMENT, MED-FAST, PINT	$140.46
HD FOWLER COMPANY INC	P059394	I4886049	260088	SPRINKLER, PART CIRCLE, FALCON	$1,263.06
	P059394			SPRINKLER 4" FULL CIRCLE, POP-	$124.24
	P059394			SPRINKLER, FULL CIRCLE, FALCON	$947.30
HORIZON DISTRIBUTION INC	P059198	145413	259601	BLADE, SAWZALL 8", BI-METAL,	$417.15
	P059198			BLADE, SAWZALL 6", BI-METAL,	$225.71
	P059198			BLADE, SAWZALL 12", BI-METAL,	$345.87
	P059326	147956		HARD HAT CHIN STRAP, BULLARD	$13.72
	P059326			HARD HAT LINER, SHERPA LINING	$42.79
	P059326			HARD HAT SUSPENSION, RATCHET	$85.79
	P059175	149967	259774	BRUSH, COUNTER, 2-1/8" MIN	$36.60
	P059326	149968		HARD HAT CHIN STRAP, BULLARD	$9.14
NORCO INC	P059271	24252121	260104	SQWINCHER, FASTPACK,FRUITPUNCH	$429.19
	P059271			SQWINCHER, FASTPACK, GRAPE	$751.08
	P059271			SQWINCHER, FASTPACK, LEMONADE	$536.48
	P059351	24252244		HARD HAT, WIDE BRIM, WHITE,	$324.50
	P059351			HARD HAT, WIDE BRIM, ORANGE,	$324.50
	P059351			HARD HAT, CAP STYLE, WHITE,	$300.60
	P059351			HARD HAT, CAP STYLE, ORANGE,	$300.60
	P059351			FREIGHT	$43.44
WALTER E NELSON CO	P059173	358978	259680	FUEL SURCHARGE	$5.43
	P059173			TOWEL,SINGLEFOLD, WHITE, 1-PLY	$3,079.46
				UNASSIGNED TOTAL****	**$10,390.76**
				CENTRAL STORES FUND Total ***	**$10,390.76**

FUND 502 EQUIPMENT MAINTENANCE FUND

Division: 000

WESTERN STATES EQUIPMENT COMPANY	P059386	IN000690204	259688	HYD HOSE AEROQUIP GH781-8,1/2"	$364.90
	P059386			HYD HOSE AEROQUIP GH781-4,1/4"	$456.12
	P059386			HYD HOSE AEROQUIP GH781-6,3/8"	$306.25
				UNASSIGNED TOTAL****	**$1,127.27**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 214 EQUIPMENT MAINTENANCE					
A & E TOWING LLC		3176	259521	TOW CHRGE VEH 2272 WO 50989	$104.53
		3179		TOW CHRGE VEH 2272 WO 50989	$108.64
		3181		TOW CHARGE VEH 2422 WO 51067	$63.80
		3182	259696	TOW CHARGE VEH 2421 WO 51092	$67.87
		3190	259914	TOW CHARGE VEH 3332 WO 51095	$374.67
APPLIED INDUSTRIAL TECH INC		7013656050	259529	TORQUE VEH 3286 WO 50951	$102.34
AUTOZONE		3733278845	259296	EXH FUL VEH 7146 WO 50880	$43.40
		3733278848		BRAKE CLEAN VEH 5043 WO 50882	$32.45
		3733279649		BRAKE CLNR VEH 2272 WO 50875	$32.45
		3733283873		EXH FUL VEH 3330 WO 50922	$10.85
		3733283874		EXH FUL VEH 3332 WO 50894	$21.70
		3733284463		BRK CLNR VEH 3341 WO 50877	$32.45
		3733285242	259533	SWITCH VEH 3243 WO 50943	$12.91
		3733288466		WIPERS VEH 3334 WO 50982	$19.50
		3733289912		BRAKES VEH 6600 WO 50915	$32.45
		3733290063	259388	WIPER BLADES VEH 3334 WO 50982	$9.75
		3733290520	259533	BRAKES VEH 2325 WO 51032	$149.36
		3733290606		BRAKES VEH 2325 WO 51032	$9.55
		3733290849		SHOP TOOLS	$65.14
		3733293679		PUMP, OIL VEH 2343 WO 51048	$342.19
		3733294042	259707	WIPERS VEH 2376 WO 51068	$48.72
		3733294840	259919	RIBBED BELT VEH 2343 CREDIT	($29.31)
		3733298241	259707	TEMP HEAT GUN VEH 2314 WO51117	$38.00
		3733298532		CLUTCH VEH 2314 WO 51117	$51.76
		3733298953		BELT TENS VEH 2342 WO 51108	$63.72
		3733299825	259919	THERMOSTAT VEH 2314 CREDIT	($9.75)
		3733301319		EXH FUL VEH 5049 WO 51049	$21.70
		3733301484		BRAKE CLEAN VEH 2347 WO 51140	$32.45
		3733301487		SEAL VEH 2347 WO 51140	$29.76
		3733301777		BRAKE CLNER VEH 5036 WO 51058	$32.45
B AND B TRAILERS LLC		2971	259534	CYLINDER CAP VEH 4112 WO 50947	$32.58
BANK OF AMERICA		TXN00039675	259921	HOMEDEPOT - VEH3315 PLYWOOD	$73.80
		TXN00039690		HOMEDEPOT - SHOP TOOLS	$110.51
		TXN00039770		HARBOR\FREIGHT - SHOP TOOLS	$293.18
		TXN00039842		TRICITY WINDOW TINT - PL UPFIT	$602.73
		TXN00039891		HOMEDEPOT.COM - SHOP TOOLS	$107.51
		TXN00039916		HARBORFREIGHT - SHOP TOOLS	$789.32
		TXN00039936		WAYTEK - #3278 BRASS SIDE POST	$40.55
		TXN00039952		HOMEDEPOT.COM - SHOP TOOLS	$236.74
		TXN00039968		HOMEDEPOT.COM - VEH#2459 LADDE	$863.84

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039994	259921	WESTMARK - VEH#5042 ANNORODS	$285.86
		TXN00039995		HOMEDEPOT - SHOP SUPPLY	$18.43
		TXN00040007		HOMEDEPOT - VEH#2503 TIE DOWNS	$61.28
		TXN00040048		AMAZON - VEH#2412 BIKE RACK	$118.37
		TXN00040082		WESTMARK - CREDIT FOR OVERCHAR	($7.15)
BASIN EXPRESS LLC		379883	259709	SHOP SUPPLY	$160.00
BUSH CAR WASH		5440	259545	VEHICLE WASHES-JUNE	$217.05
CENTRAL HOSE & FITTINGS INC		C012529	259305	SHOP SUPPLY	$16.03
		c012530		NIPPLE PLATD VEH 3280 WO 50885	$241.23
		C013694	259552	HOSE ASSY VEH 7145 WO 51043	$66.90
		C013831	259727	HOSE ASSY VEH 7145 WO 51043	$105.09
		C014230		HOSE VEH 4145 WO 51043	$100.64
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$2,758.68
COEUR D'ALENE SERVICE STATION EQUIPMENT INC		0075926	259417	REG/FACE REP VEH 0800 WO 51036	$511.65
COLEMAN OIL COMPANY		0475065-IN	259308	DYED BIO-DIESEL LANDFILL	$7,213.35
		0476241-IN		LANDFILL DIESEL DYED	$3,785.11
		0477401-IN	259736	LANDFILL DIESEL DYED/CLEAR	$5,387.80
		CL03268	259308	CARD LOCK FUEL 6/25/18-6/30/18	$17,712.31
		CL07106		CARD LOCK FUEL 7/1/18-7/1/18	$651.00
		CL07705	259418	CARD LOCK FUEL 7/2/18-7/8/18	$17,744.79
		CL08383	259736	CARD LOCK FUEL 7/9/18-7/15/18	$19,263.90
CONNELL OIL INC		0224884-IN	259740	SHOP OIL	$1,215.24
		C204087-IN	259310	SHOP SUPPLY	$457.15
		C205517-IN	259740	SHOP LUBE	$519.95
CORWIN OF PASCO LLC		420164	259311	BRACKET VEH 2502 WO 50702	$48.66
		420252		ROTOR VEH 5043 WO 50882	$901.03
		420324		PUMP VEH 5043 WO 50882	$385.39
		420333		SWITCH VEH 2502 WO 50702	($41.77)
		420335		WIRE AS VEH 2503 WO 50703	($202.32)
		420337		CONSOLE VEH 2503 WO 50703	($248.85)
		420388		COVER VEH 2422 WO 50898	$112.17
		420707	259422	PUMP VEH 3334 WO 50901	$315.31
		420777	259569	SWITCH VEH 2415 WO 50953	$35.20
		420926		CORE VEH 2421 WO 50954	$1,219.28
		420987		CORE VEH 2421 CREDIT	($434.40)
		420995		HEADLIN VEH 2502 WO 50702	$797.84
		421217		WIRING ASSY VEH 2502 WO 50702	$40.70
		421285	259743	CONNECTOR VEH 2441 WO 51083	$4.67
		666599	259569	RADIATOR REP VEH 2422 WO 50933	$265.42
DAY WIRELESS SYSTEMS		464533	259570	VAULT VEH 1211 WO 50985	$2,772.90

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
FAST SIGNS		139-57615	259581	2" PREMIUM VEH 2314 WO 50935	$27.15
FEDERAL SIGNAL CORPORATION		6915220	259585	SEGEND VEH 2501 WO 50799	$627.19
		6919086		LED PLUS VEH 2502 WO 50702	$574.39
		6919088		LED PLUS VEH 2503 WO 50703	$574.39
		6921412		MICROPLS VEH 2502 WO 50702	$227.48
		6921413		MICROPLS VEH 2503 WO 50703	$227.48
G & R AG PRODUCTS INC		2181702-0001-02	259591	HOSE VEH 2502 WO 50702	$24.26
		2182049-001-02	259983	HOSE VEH 3277 WO 51154	$10.07
		2182062-001-02		NUT VEH 3277 WO 51154	$10.30
GENUINE AUTO GLASS OF TRI CITIES LLC		630992	259766	WINDSHIELD VEH 2479 WO 51066	$509.10
		631078		WINDSHIELD VEH 3303 WO 51124	$132.77
		631097		WNDSHLD RPR VEH 2383 WO 51104	$32.58
HERC RENTALS INC		30118231-001	259599	FUEL SENDER VEH 6544 WO 50534	$657.52
HOTSY OF SPOKANE		24112	259775	475 GAL CARBON-ATE PLUS SOAP	$2,166.57
IRRIGATION SPECIALISTS INC		1250019-01	259328	PIPE VEH 7146 WO 50911	$30.60
JIM'S PACIFIC GARAGES INC		X100127642	259330	CUMM 6 GAL VEH 7146 WO 50880	$1,747.91
		X100128360		VALVE VEH 3222 WO 50842	$168.00
		X100128445		BRAKE VEH 3252 WO 50910	$60.94
		X100130262:01	259782	ARM VEH 7146 WO 51087	$138.70
KENT D BRUCE COMPANY/WHELEN ENGINEERING		3674	259334	PLATFORM VEH 2502 WO 50702	$292.52
		3675		PLATFORM VEH 2503 WO 50703	$292.52
KENWORTH SALES COMPANY		PASIN2884981	259335	SENDER VEH 3240 WO 50881	$101.00
		PASIN2888582		BRAKES VEH 3315 WO 50909	$1,387.00
		PASIN2888594		DRUM BRK VEH 3222 WO 50842	$357.89
		PASIN2902407	259609	FILTER VEH 3315 WO 50914	$103.89
		PASIN2907956	259463	BRAKES VEH 7146 WO 50945	$436.17
		PASIN2907956-2	259787	SPINDLE VEH 7146 WO 51087	$31.80
		PASIN2919862	259999	ALTERNATOR VEH 3284 WO 50913	$198.13
		PASIN2923532		ALTERNATOR VEH 7146 WO 51112	$580.76
		PASIN2927233		PIPE EXHAUST VEH 5036 WO 51058	$67.68
		PASIN2929282		FILTER ELEM VEH 3339 WO 51055	$36.97
		PASIN2929289		FUEL ELEM VEH 3333 WO 51155	$36.97
		PASIN2929295		FILTER ELEM VEH 3340 WO 51056	$36.97
		PASINV2929292		FILTER ELEM VEH 3336 WO 51054	$36.97
MCCURLEY CHEVROLET		947471	259617	BOOSTER VEH 3304 WO 50791	$818.85
		947702		VALVE VEH 2358 WO 50983	$55.52
		947779		VEH 3297 WO 50991	$224.67
		948015	259800	LAMP VEH 2343 WO 51048	$123.75
		948163		HINGE/MODULE VEH 2343 WO 51100	$236.38
		948495	260005	COVER VEH 1207 WO 51151	$217.33
		948573		HOSE VEH 1104 WO 51144	$222.27

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
MCCURLEY CHEVROLET		948577	260005	RADIATOR VEH 1104 WO 51144	$461.08
		948701		FILTER VEH 2347 WO 51140	$172.39
		948724		GASKET VEH 2347 WO 51140	$26.38
		CM945317	259617	CORE RETURN VEH 1382 WO 50607	($130.32)
MOBILE FLEET SERVICE INC		1281720036	259344	SWITCH VEH 3222 WO 50842	$70.60
		1281720068		SEAL VEH 3222 WO 50842	$116.86
		1281760046		ROD VEH 3212 WO 50862	$1,798.01
		1281860068	259622	FILTER VEH 3341 WO 51030	$107.14
MONARCH MACHINE & TOOL CO INC		A197070	259345	ANGLE VEH 2459 WO 50832	$44.81
		A197186	259478	FLAT BAR VEH 5033 WO 51029	$7.60
		F197125	259345	BOOM SADDLE VEH 3334 WO 50901	$809.72
OXARC INC		30407849	260013	AMRX BRACKET VEH 2343 WO 51100	$67.20
		60181266	259482	SHOP SUPPLY	$153.72
PAPE' MATERIAL HANDLING		11066067	260014	HY GARD VEH 7122 WO 51116	$150.80
PETERSON PACIFIC CORP		CI-000068253	259487	BEARINGS VEH 7143 WO 50930	$4,127.70
RDO EQUIPMENT CO		P76229	259350	FILTER VEH 6614 WO 50907	$171.28
		P76521		SHOCK ABS VEH 6600 WO 50915	$777.03
		P76702	259637	PEDAL KIT VEH 6600 WO 50915	$146.56
		P76703		INSERT VEH 6595 WO 50923	$65.38
		P76704		BLADE VEH 6589 WO 50944	$171.85
		P76705		BLADE VEH 6601 WO 50942	$147.21
		P76735		INSERT VEH 6595 WO 50923	$42.53
		P77630	259829	SECTOR VEH 6600 WO 50506	$52.52
		P78212		OIL FILTER VEH 6594 WO 50711	$190.31
		W59491	259350	PARTS SVC VEH 7122 WO 50528	$9,897.83
RICHLAND NAPA		410345	259641	HOSE VEH 5041 WO 51106	$108.73
		412866	259351	PR-MIX VEH 4000 WO 50952	$1,301.03
		414308		FILTER VEH 5047 WO 50251	$17.94
		414418		FRESH VEH 3335 WO 33704	$40.55
		414424		SOCKET VEH 3219 WO 50899	$28.88
		414429		FRESH VEH 3335 WO 50896	$6.43
		414527		EYE 3" VEH 6544 WO 50912	$76.01
		414585		BATTERY VEH 2415 WO 50918	$130.45
		414588		CORE VEH 2415 WO 50918	($19.55)
		414602		FILTER VEH 2398 WO 50924	$13.99
		414603		FILTER VEH 2399 WO 50925	$13.99
		414604		FILTER VEH 2401 WO 50926	$14.01
		414626		LAMP VEH 3312 WO 50908	$8.92
		414630		LAMP VEH 5036 WO 50919	$12.97
		414647		FILTER VEH 3334 WO 50931	$74.48
		414660		WRENCH VEH 2412 WO 50888	$30.79

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		414673	259351	FILTER VEH 6580 WO 50920	$48.90
		414689		FILTER VEH 2314 WO 50934	$10.32
		414690		RAD HOSE VEH 2314 WO 50935	$159.78
		414882		CONN VEH 2314 WO 50935	$16.20
		414929		FILTER VEH 2421 WO 50961	$14.01
		414930		FILTER VEH 3316 WO 50960	$13.99
		414931		FILTER VEH 3293 WO 50962	$14.65
		415004		FILTER VEH 3297 WO 50990	$84.52
		415007		FILTER VEH 3403 WO 50981	$14.65
		415009		FILTER VEH 2341 WO 50968	$14.91
		415010		FILTER VEH 2416 WO 50970	$14.01
		415011		FILTER VEH 2343 WO 50969	$14.91
		415013		FILTER VEH 3264 WO 50973	$14.91
		415014		FILTER VEH 3277 WO 50974	$14.91
		415015		FILTER VEH 3287 WO 50975	$3.45
		415016		FILTER VEH 3294 WO 50976	$108.26
		415017		FILTER VEH 3305 WO 50977	$14.65
		415019		FILTER VEH 2417 WO 50917	$13.99
		415021		FILTER VEH 3332 WO 50980	$55.17
		415022		FILTER VEH 3324 WO 50978	$13.99
		415024		FILTER VEH 2418 WO 50972	$14.01
		415025		FILTER VEH 3326 WO 50979	$13.99
		415053		FILTER VEH 2479 WO 51005	$10.85
		415054		FILTER VEH 2478 WO 51004	$10.85
		415055		FILTER VEH 2467 WO 51003	$10.85
		415056		FILTER VEH 2446 WO 51022	$10.85
		415057		FILTER VEH 2443 WO 51001	$10.85
		415058		FILTER VEH 2442 WO 51000	$10.85
		415059		FILTER VEH 2441 WO 50999	$10.85
		415060		FILTER VEH 2420 WO 51007	$14.01
		415061		FILTER VEH 2429 WO 50997	$10.85
		415062		FILTER VEH 2431 WO 50998	$10.85
		415063		FILTER VEH 1215 WO 50995	$10.85
		415064		FILTER VEH 1212 WO 50984	$10.85
		415067		FILTER VEH 1211 WO 51009	$14.45
		415077		FILTER VEH 2411 WO 50996	$14.45
		415079		WIPER VEH 3341 WO 50959	$27.13
		415083		SPRAY VEH SHOP WO SUPPLIES	$22.74
		415098		BATTERY VEH 3293 WO 50946	$131.29
		415102		FILTER VEH 3287 WO 50975	$11.20
		415104		FILTER VEH 2325 WO 51011	$14.91

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		415107	259351	WIPER VEH 3293 WO 50962	$41.25
		415108		WIRE VEH 2503 WO 50703	$103.17
		415133		CABL VEH 3336 WO 51010	$107.95
		415139		FILTER VEH 2325 WO 51011	$10.90
		415141		WIRE VEH 2503 WO 50703	$60.82
		415152		BATTERY VEH SHOP WO SUPPLIE	$14.11
		415155		BATTERY VEH 3329 WO 50950	$237.57
		415158		LOOM VEH 2503 WO 50703	$21.72
		415204	259641	GLOVES VEH SHOP WO SUPPLIES	$35.27
		415299		BELT VEH 2420 WO 51040	$24.16
		415347		RELAY VEH 2503 WO 50703	$29.85
		415353		SPOT REMOV VEH 2376 WO 5106	$10.63
		415378		BRAKES VEH 2446 WO 51037	$521.35
		415379		ATF VEH 2343 WO 51048	$74.30
		415380		SPOT REMV VEH 2400 WO 51070	$21.26
		415382	259902	SOCKET VEH SHOP WO TOOLS	$27.90
		415384	259641	SWITCH VEH 2503 WO 50703	$20.66
		415394		FILTER VEH 2469 WO 51045	$10.85
		415401		FILTER VEH 3280 WO 51049	$120.11
		415457		WHL CHOCK VEH 3265 WO 51085	$56.43
		415476		W/PUMP VEH 2343 WO WARRANTY	$112.39
		415477		W/PUMP VEH 2341 WO WARRANTY	$112.39
		415496		BRK CLN VEH 3285 WO 51042	$24.44
		415563	259902	FILTER VEH 3332 WO 51060	$24.99
		415582		WARRANTY VEH 2341 WO 38358	($235.97)
		415641		FILTER VEH 6583 WO 51096	$31.90
		415642		FILTER VEH 7152 WO 51093	$21.29
		415643		FILTER VEH 7146 WO 51094	$21.29
		415670		WIPER VEH 1380 WO 51103	$24.96
		415683		BULB VEH 2363 WO 51105	$18.09
		415694		BATTERY VEH 2342 WO 51108	$21.98
		415825		BATTERY VEH 2376 WO 51069	$131.29
		415876	260018	THERM VEH 2314 WO 51117	$5.83
		415883	259902	CONN VEH 4108 WO 51113	$11.94
		415885		BRK CLN VEH 3315 WO 50914	$24.44
		415925	260018	BELT/THERM VEH 2359 WO 5112	$96.01
		415952		FILTER VEH 2439 WO 51138	$17.97
		415990		FLOOR DRY VEH 3312 WO 51143	$78.28
		415991		CIRCUIT VEH 3285 WO 51074	$34.14
		415992		CIRCUIT VEH 3285 WO 51074	$10.19
		416010		FLOOR DRY VEH SHOP WO SUPPL	$97.85

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
RICHLAND NAPA		416014	260018	FILTER VEH 3285 WO 51051	$12.42
		416022		FLOOR DRY VEH 3312 WO 51143	$29.35
		416035		FILTER VEH 2447 WO 51153	$10.85
		416050		BATTERY VEH 2447 WO 51152	$118.79
		416082		FILTER VEH 5049 WO 51039	$125.68
		416083		FILTER VEH 3340 WO 51056	$129.17
		416084		FILTER VEH 3339 WO 51055	$129.17
		416085		FILTER VEH 3336 WO 51054	$129.17
		416086		FILTER VEH 3312 WO 51053	$70.94
		416087		FILTER VEH 3296 WO 51052	$118.97
		416088		FILTER VEH 3285 WO 51051	$117.11
		416089		FILTER VEH 3283 WO 51050	$117.11
		416106		FILTER VEH 9500 WO 51171	$17.71
		416108		FILTER VEH 9500 WO 51172	$22.80
		416109		FILTER VEH 9500 WO 51170	$11.38
		416111		FILTER VEH 9500 WO 51173	$13.04
		416258		FILTER VEH 2342 WO 51163	$14.91
		416286		SWITCH VEH 4005 WO 51174	$22.59
		419099		LAMP VEH 3277 WO 51165	$185.84
RIVER CITY TOWING INC		16410	259356	TOW CHARGE VEH 2479 WO 50808	$48.87
RMT EQUIPMENT		P01180	259357	ASSEMBLY VEH 7145 WO 50849	$435.52
		P01255	259643	TIRES VEH 6564 WO 50174	$1,860.75
ROUTEWARE INC		99538	259838	CONVERTER VEH 6000 WO 51107	$456.14
SNAP ON INDUSTRIAL		ARV/36484921	259358	SHOP SUPPLIES	$51.94
		ARV/36511899		SHOP TOOLS	$51.44
		ARV/36582913	259651	SHOP TOOLS	$52.32
		ARV/36693728	259841	SHOP TOOLS	$10.73
SOLID WASTE SYSTEMS INC		0105511-IN-	259359	VAVLE VEH 7152 WO 50677	$400.32
		0105558-IN-		BEARING VEH 3336 WO 50580	$1,419.12
		0105966-IN		PRE SWITCH VEH 7146 WO 50880	$415.92
		0106059-IN	259652	LINK BODY VEH 3333 WO 50816	$6,086.56
		0106168-IN		BLADE VEH 3336 WO 50902	$46.66
		0106352-CM		CLAMP NO VEH # CREDIT	($105.43)
STEEBER'S LOCK SERVICE		144938	259654	DUP CHIP KEY VEH 3293 WO 50946	$54.30
		545965	259844	CHIP KEYS VEH 2376 WO 51069	$108.60
TACOMA SCREW PRODUCTS INC		22214733	259362	SWIVEL VEH 5029 WO 50893	$48.40
		22214952	259660	THEADED ROD VEH 7143 WO 50930	$29.91
		22215176		SHOP SUPPLY	$1,046.35
		22215511		SOCKET VEH 5033 WO 51029	$50.41
		22216638	259849	SHOP SUPPLY	$112.82
		22216640		SPEED TAPER VEH 5036 WO 51058	$73.21

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TACOMA SCREW PRODUCTS INC		22217161	260028	SHOP SUPPLY	$157.08
		22217254		SHOP SUPPLY	$636.18
TEREX SERVICES		90890858	259363	HOSES VEH 3294 WO 49605	$297.43
		90901794		THROTTLE VEH 3219 WO 50899	$318.31
		90902302		CYLINDER VEH 3219 WO 50899	$288.07
TIRE FACTORY INC		02-129994	259858	SVC CALL VEH 2290 WO 51126	$318.69
		03-130229	259664	FLAT REPAIR VEH 6595 WO 50923	$117.95
		03-130301		TIRES VEH 1203 WO 50966	$188.21
		03-130308		TIRES VEH 2360 WO 50964	$711.99
		03-130361		FLAT REPAIR VEH 7145 WO 50805	$58.58
		03-130463	259858	TIRES VEH 6580 WO 50921	$455.67
		03-130550	259664	TIRES VEH 4129 WO 50965	$363.07
		03-130639		ALIGNMENT VEH 2421 WO 51062	$81.94
		03-130653	259858	FLAT REPAIR VEH 6594 WO 50711	$38.80
		03-130716	259664	ROTATION VEH 2420 WO 51063	$30.95
		03-130724		WHEEL SWITCH VEH 3312 WO 51059	$95.57
		03-130725	259858	MOUNT VEH 3335 WO 51101	$244.35
		03-130726	259664	FLAT REPAIR VEH 3342 WO 50607	$59.73
		03-130727		SERVICE CALL VEH 3230 WO 50885	$286.43
		03-130728		SRVC CALL VEH 3320 WO50885	$181.91
		03-130729		SERVICE CALL VEH 7142 WO 51061	$333.91
		03-130730		SERVICE CALL VEH 7141 WO 51064	$192.86
		03-130739		TIRE VEH 3294 WO 51065	$529.81
		03-130747		TIRES VEH 3334 WO 50515	$1,865.40
		03-130793	259858	TIRES VEH 2444 WO 51130	$182.57
		03-130807		WHEEL SWITCH VEH 1211 WO 51129	$11.95
		03-130812		TIRES VEH 7152 WO 51098	$754.49
		03-130814		FLAT REPAIR VEH 3342 WO 51135	$59.73
		03-130815		FLAT REPAIR VEH 3312 WO 51131	$59.73
		03-130816		FLAT REPAIR VEH 3296 WO 51132	$59.73
		03-130817		WHEEL SWITCH VEH 3311 WO 51133	$23.89
		03-130818		WHEEL SWITCH VEH 3283 WO 51134	$23.89
		03-130819		TIRES VEH 3330 WO 51102	$358.40
		03-130820	260029	TIRES VEH 3297 WO 51166	$903.84
		03-130839	259858	REPAIR VEH 2290 WO 51127	$22.75
		03-130923		FLAT REPAIR VEH 7122 WO51128	$147.43
		03-130926		FLAT REPAIR VEH 3292 WO 51136	$119.46
		03-130964	260029	SERVICE CALL VEH 6000 WO 51162	$138.47
		03-131017		TIRES VEH 7146 WO 51167	$494.10
		03-131018		REPAIR VEH 3315 WO 51167	$149.67
		03-131019		SERVICE CALL VEH 7127 WO 51169	$201.13

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
TITAN TRUCK EQUIPMENT		1209042	259364	CONDUIT VEH 2459 WO 50832	$169.83
TOM DENCHEL FORD		5001066	259860	PANEL VEH 2503 WO 50703	$40.88
		59015	259365	KIT JET VEH 3329 WO 50328	$12.38
		59587		WIRE ASY VEH 5044 WO 50904	$52.43
		F1CS328086		INSP VEH 3329 WO 50950	$305.55
TRUCKPRO HOLDING CORPORATION		06 260525	259371	STRAP VEH 6544 WO 50912	$4.68
		06 260534		RATCHET VEH 2459 WO 50832	$92.85
		16 042428	259669	U JOINT KIT VEH 3222 WO 50842	$204.82
US LINEN & UNIFORM		2174384	259513	UNIFORM SERVICES	$80.82
		2178210		UNIFORM SERVICES	$80.82
		2181984		UNIFORM SERVICES	$80.82
		2185794		UNIFORM SERVICES	$80.82
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$245.74
	P059374			WIRELESS CHARGES JUNE 2018 INV	$38.70
WESTERN STATES EQUIPMENT COMPANY		CM00052259	259688	STUD FILTER RETURN CREDIT	($186.97)
		CM00052416		FILTER RETURN CREDIT	($325.49)
		IN000690637		COUPLING VEH 3284 WO 50884	$13.73
		IN000697284	259871	HOSE VEH 3341 WO 50877	$86.75
		IN000699923	259688	FILTER VEH 7090 WO 51044	$198.47
		IN000701179	259871	ELEMENT VEH 7138 WO 50986	$366.20
		IN000702314		FILTER VEH 7090 WO 50987	$389.02
		IN000705910	260038	PLUG KIT VEH 3336 WO 51010	$13.47
		IN000706713		REPAIR VEH 6591 WO 51145	$654.17
		IN000706714		REPAIR VEH 6577 WO 51147	$1,197.96
		IN000706719		REPAIR VEH 6592 WO 51146	$654.17
		IN000707205		PLUG KIT VEH 3284 WO 51073	$277.39
		IN000707212		PIN VEH 3311 WO 51120	$77.67
		IN000707217		COUPLING VEH 7130 WO 51088	$86.21
		IN000707683		INSPECTION VEH 7138 WO 51156	$671.15
WESTERN SYSTEMS & FABRICATION INC		23657	259375	HYD COOLER VEH 3291 WO 50646	$1,396.11
		23661	259689	GAUGE VEH 3284 WO 50884	$58.97
		23810	259872	CABLE VEH 3280 WO 51047	$97.74
XEROX CORPORATION		093788722	259874	LX5-691298 BASE/PRINTS-JUNE	$185.17
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$72.24
				EQUIPMENT MAINTENANCE TOTAL****	**$161,476.28**
				EQUIPMENT MAINTENANCE FUND Total ***	**$162,603.55**

FUND 503 EQUIPMENT REPLACEMENT FUND

Division: 215 EQUIPMENT REPLACEMENT

FEDERAL SIGNAL CORPORATION		6875673	259585	SIREN WRNTY VEH 2478 WO PL UPF	($678.48)
				EQUIPMENT REPLACEMENT TOTAL****	**($678.48)**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				EQUIPMENT REPLACEMENT FUND Total ***	**($678.48)**
FUND 505		**PUBLIC WORKS ADMIN & ENGINEER**			
Division: 450		PW ADMIN & ENGINEERING			
ABADAN INC		CM-258203	259697	DUP PMT CREDIT	($516.03)
AT&T WIRELESS		6/18-287243288881	259295	287243288881 05/27/18-06/26/18	$94.78
				287243288881 05/27/18-06/26/18	$64.41
BANK OF AMERICA		TXN00039708	259921	STERLING'S RESTAURANT-PW Direc	$18.19
		TXN00039798		SPORTSMANS WAREHOUSE 207 - Wad	$92.30
		TXN00039806		GARRETT SPECIALTIES - Shipping	$47.00
		TXN00039829		GARRETT SPECIALTIES - slap bra	$475.00
		TXN00039852		STAPLES - witeout,hanging file	$67.74
		TXN00039887		SPUDNUT SHOP - streets mtg	$19.33
		TXN00039927		SQ URBAN FUSION CA - Staff mt	$31.89
		TXN00039944		STAPLES -paper,memo book,dust-	$128.65
		TXN00040034		BENTON CO AUDITOR - PW recordi	$853.83
		TXN00040099		AMAZON MKTPLACE PMTS - tape me	$91.33
BENTON COUNTY AUDITOR		0238131	259536	BC IMAGES	$33.00
CITY OF RICHLAND		06/2018 JUN	259967	CITY UTILITY BILLS/JUN 2018	$810.38
IMT INC	P059100	9070	260089	MATERIALS TESTING-PRIVATE	$1,159.50
	P059100	9848		MATERIALS TESTING-PRIVATE	$471.00
VERIZON WIRELESS	P059374	9809935142	259679	WIRELESS CHARGES JUNE 2018 INV	$539.84
WASHINGTON STATE TREASURER		LIC 0039384	259683	PROF ENG LIC - JULIE WEST	$174.00
WATER SOLUTIONS INC		19004	259867	3 WTR MACHINES - JULY 2018	$76.01
XEROX CORPORATION		093788707	259874	LX5-690835 BASE/PRINTS-JUNE	$175.24
		093788708		LX5-692207 BASE/PRINTS-JUNE	$87.77
		093788709		MX4-343197 BASE/PRINTS-JUNE	$405.67
XO COMMUNICATIONS SERVICES LLC		0308607914	259875	PHONE CHARGES 7/1-7/31/18	$194.70
				PW ADMIN & ENGINEERING TOTAL****	**$5,595.53**
				PUBLIC WORKS ADMIN & ENGINEER Total ***	**$5,595.53**
FUND 520		**HEALTH CARE/BENEFITS PLAN**			
Division: 222		EMPLOYEE BENEFIT PROGRAM			
ATOMIC SCREENPRINT & EMBROIDERY		4971	259387	WELLNESS HIKING EVENT TSHIRST	$733.92
BANK OF AMERICA		TXN00039733	259921	COSTCO-HEALTH FAIR EVENT	$50.12
		TXN00039752		FRED-MEYER- HEALTH FAIR EVENT	$39.91
		TXN00039755		TARGET-HEALTH FAIR EVENT-PRIZE	$17.60
		TXN00039760		WAL-MART - HEALTH FAIR EVENT	$57.42
		TXN00039780		CONOCO - HEALTH FAIR EVENT	$5.58
		TXN00039791		STONE SOUP - HEALTH FAIR EVENT	$134.09

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
BANK OF AMERICA		TXN00039819	259921	STARBUCKS -HEALTH FAIR EVENT	$36.82
		TXN00039846		STARBUCKS - HEALTH FAIR EVENT	$18.41
		TXN00039937		4IMPRINT - Wellness-HikingEven	$2,247.16
		TXN00039948		COSTCO WHSE Wellness-HikingEve	$14.83
		TXN00039966		SAFEWAY Wellness-HikingEvent_I	$5.58
CIGNA HEALTH AND LIFE INSURANCE COMPANY		2324673	259557	JULY 2018 ASO CHARGES	$15,839.95
LIFE INSURANCE COMPANY OF NORTH AMERICA		07/2018-FLI051384	259795	FLI051384 PREMIUMS-JULY	$10,245.67
		7/2018-LK030278		LK030278 PREMIUMS-JULY	$11,229.34
		7/2018-OK807703		OK807703 PREMIUMS-JULY	$3,250.11
MAGELLAN BEHAVIORAL HEALTH		JYLY 2018	259472	EAP PREMIUMS-JULY	$718.18
MERCER (US) INC		102210003639	260006	CONSULTING SERVICES-MARCH	$7,083.33
		102210003733	260099	CONSULTING SERVICES-JUNE	$7,083.33
MOSS ADAMS LLP		351927	259346	CLAIMS AUD-ZENITH ADM 3/1-4/30	$36,867.00
ZENITH ADMINISTRATORS		1043-	259519	POST CONTRACT TERM AUDIT-MARCH	$7,625.00
				EMPLOYEE BENEFIT PROGRAM TOTAL****	**$103,303.35**
				HEALTH CARE/BENEFITS PLAN Total ***	**$103,303.35**

FUND 522 POST EMP HEALTHCARE PLAN

Division: 224 POST EMPLOYMENT BENEFITS PRGM

CIGNA HEALTH AND LIFE INSURANCE COMPANY		2324673	259557	JULY 2018 ASO CHARGES	$1,176.70
				POST EMPLOYMENT BENEFITS PRGM TOTAL****	**$1,176.70**
				POST EMP HEALTHCARE PLAN Total ***	**$1,176.70**

FUND 611 FIREMAN'S PENSION

Division: 216 FIRE PENSION

BENTON COUNTY FIRE DIST 1		2018-27	259953	FIRE PENSION JULY 2018	$712.00
CARRICK, HENRY		073118 AL	259882	NON COVERED ASSISTED LIVING	$6,500.00
DOWNS, DANNY		061018	259889	NON COVERED RX	$67.99
LAHTI, ROGER P		0412-063018	259896	NON COVERED MEDICAL	$713.79
MULROY, JAMES P		JULY 2018	259900	MEDICARE PREMIUM/MULROY	$134.00
QUAIL RIDGE DENTAL INC		060518DM	259901	NON COVERED DENTAL	$1,095.50
RODGERS, GARY H		JULY 2018	259903	MEDICARE PREMIUM/RODGERS	$134.00
RONEY, LARRY		060618	259904	NON COVERED DENTAL	$488.30
SIEMENS, DONALD		0404-070518	259905	NON COVERED RX	$51.93
THRALL, TERRY		0523-062018	259910	NON COVERED MEDICAL	$100.00
				FIRE PENSION TOTAL****	**$9,997.51**
				FIREMAN'S PENSION Total ***	**$9,997.51**

FUND 612 POLICEMEN'S PENSION

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 217 POLICE PENSION					
ANDERS, PETER		JULY 2018	259876	MEDICARE PREMIUM/ANDERS	$121.00
BATES, LAURIE VERN JR		070518	259877	NON COVERED VISION	$310.36
		JULY 2018		MEDICARE PREMIUM/BATES	$129.00
BEDEN, LARRY			259878	MEDICARE PREMIUM/BEDEN	$129.00
BOLSTAD, BARRY			259879	MEDICARE PREMIUM/BOLSTAD	$134.00
BRUNSON, DALE A			259880	MEDICARE PREMIUM/BRUNSON	$111.00
BUSH, LEE			259881	MEDICARE PREMIUM/BUSH	$116.00
		JULY 2018 AL		NON COVERED ASSISTED LIVING	$6,970.00
CASE, MIKE		061818	259883	NON COVERED RX	$223.49
		062718		NON COVERED RX	$10.83
		063018		NON COVERED RX	$160.00
		070818		NON COVERED RX	$70.49
CLEAVENGER, MICHAEL		JULY 2018	259884	MEDICARE PREMIUM/CLEAVENGER	$134.00
CLEAVENGER, WILL J			259885	MEDICARE PREMIUM/CLEAVENGER	$120.00
CLEMENTS, JOHN M			259886	MEDICARE PREMIUM/CLEMENTS	$118.00
COUCH, LARRY			259887	MEDICARE PREMIUM/COUCH	$133.00
DEMYER, JAMES J		0111-050318	259888	NON COVERED RX	$9.32
		013118		NON COVERED MEDICAL	$65.00
		JULY 2018		MEDICARE PREMIUM/DEMYER	$134.00
DRIVER, DOUGLAS D			259890	MEDICARE PREMIUM/DRIVER	$134.00
DUCHEMIN, ROGER			259891	MEDICARE PREMIUM/DUCHEMIN	$127.00
GANLEY, JOHN M			259892	MEDICARE PREMIUM/GANLEY	$119.00
GILL, JAMES GREG			259893	MEDICARE PREMIUM/GILL	$402.00
HEASTON & THOMPSON VISION CLINIC		051518RM	259894	NON COVERED VISION	$39.00
HIGGINS, FRED C		120517	259895	NON COVERED MEDICAL	$74.50
		JULY 2018		MEDICARE PREMIUM/HIGGINS	$111.00
LARSON, SCOTT K			259897	MEDICARE PREMIUM/LARSON	$134.00
LEWIS, DAVID L			259898	MEDICARE PREMIUM/LEWIS	$109.00
MOORE, ROBERT			259899	MEDICARE PREMIUM/MOORE	$114.00
SPARKS, DAVID W			259906	MEDICARE PREMIUM/SPARKS	$118.00
TANNER, WILLIAM			259907	MEDICARE PREMIUM/TANNER	$402.00
TAYLOR, RANDAL L			259908	MEDICARE PREMIUM/TAYLOR	$134.00
THOMAS, GERALD D			259909	MEDICARE PREMIUM/THOMAS	$118.00
TURNER, ROY			259911	MEDICARE PREMIUM/TURNER	$127.00
WILMOTH, ROD			259912	MEDICARE PREMIUM/WILMOTH	$132.00
ZIMMERMAN, GERALD			259913	MEDICARE PREMIUM/ZIMMERMAN	$118.00
				POLICE PENSION TOTAL****	**$11,710.99**
				POLICEMEN'S PENSION Total ***	**$11,710.99**

FUND 641 SOUTHEAST COMMUNICATIONS CTR

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
Division: 600 SECOMM OPERATIONS GENERAL					
AT&T LONG DISTANCE		06/18 03030107210	259294	FAX LINES 5/21-6/22/18	$33.80
BANK OF AMERICA		TXN00039681	259921	STAPLES/STORAGE BOXES AND PENS	$16.19
		TXN00039811		TRI-CITY HERALD CIRC/ONE YEAR	$135.72
		TXN00039920		WAL-MART/SNACKS FOR TRAINING O	$24.86
		TXN00039956		STAPLES/COPY PAPER	$123.02
				STAPLES/IBUPROFEN AND ASPIRIN	$21.14
		TXN00040023		STAPLES/BINDERS	$19.37
				STAPLES/PAGE DIVIDERS	$5.65
		TXN00040097		SEARS.COM 9300/FRIDGE FOR LUNC	$369.24
CDW GOVERNMENT INC	P059318	NDK7466	259551	HP 72 MATT BLACK INK CARTRIDGE	$67.31
	P059318			HP 72 MAGENTA INK CARTRIDGE	$67.31
	P059318			HP 72 GRAY INK CARTRDIGE	$67.31
	P059318			HP 72 CYAN INK CARTRIDGE	$67.31
	P059318			HP 72 YELLOW INK CARTRIDGE	$67.31
	P059318			HP 72 GRAY AND PHOTO BLACK	$67.43
	P059318			HP 72 PHOTO BLACK INK CARTRIDG	$67.31
	P059318			HP 72 MATTE BLACK & YELLOW PRI	$67.43
	P059318			HP HEAVYWEIGHT COATED PAPER	$217.50
	P059318			HP 72 MAGENTA AND CYAN DESIGNJ	$67.43
CENTURYLINK		0718/509-786-2112	259963	GENERAL 07/6-08/5/18	$104.50
	P059184	70459028	260060	LABOR TO CONNECT AIRPORT RING	$325.80
CERIUM NETWORKS INC	P059202	I069967	259728	ADDITIONAL SMARTNET LICENSE	$31.50
		I070347	259964	ENGINEER REMOTE SYS PROGRAMMIN	$456.12
CITY OF KENNEWICK		013601	259966	3rd QTR 2018 BI-PIN S/W MAINT	$429.75
CITY OF RICHLAND		4815347	259967	BCES UTILITY SRVC 06/01-07/01	$2,304.68
CORPORATE TRANSLATION SERVICES INC		128515	259568	TRANSLATION SRVCS-JUNE 2018	$135.08
DEVRIES BUSINESS SERVICES		0098970	259574	SHREDDING SRVCS-6/14/2018	$8.82
FRONTIER		07/18 5096281472	259764	TELEPHONE CHARGE 07/4-08/3/18	$70.62
		07/18 5096282600	259982	TELEPHONE CHARGE 07/09-8/9/18	$995.63
INSEEGO NORTH AMERICA, LLC	P059283	30160839	259777	1 YR MOBILITY PREMIUM SOFTWARE	$1,954.26
	P059283			NETMOTION LICENSES (34) FOR	$6,298.50
INTERGRAPH CORPORATION	P059228	1-3542740089	259778	ADDITIONAL FRANKLIN COUNTY	$14,322.17
	P059023	P180000870	259604	TM FOR ILEADS MOVE FROM FRANKL	$651.60
LANGUAGE LINE SERVICES LLC		4351103	259790	NONEMERGENCY TRANSLATION-JUN	$9.08
LOCUTION SYSTEMS, INC	P058957	118233	259338	LOCUTION PROJECT	$8,335.05
	P058957	118246		LOCUTION PROJECT	$57,817.28
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$268.28
PUBLIC SAFETY TESTING INC		PSTI18-2016-	259492	BACKGROUND INVESTIGATIONS	$1,210.26
VERIZON WIRELESS		9810382609	260036	CELL PHONES 07/07-08/06/18	$534.95
WATER SOLUTIONS INC		18976	259867	WATER FILTRATION 7/7-8/6/18	$33.67

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				SECOMM OPERATIONS GENERAL TOTAL****	**$97,870.24**
Division: 601 E911 OPERATIONS					
BANK OF AMERICA		TXN00039681	259921	STAPLES/STORAGE BOXES AND PENS	$16.19
		TXN00039956		STAPLES/COPY PAPER	$123.02
				STAPLES/PUBLIC RECORDS SUPPLIE	$109.20
		TXN00039984		VISTAPR VistaPrint.com/CONTACT	$401.80
		TXN00039985		VISTAPR VistaPrint.com/CONTACT	$349.25
		TXN00040005		AMAZON MKTPLACE PMTS/LASER POI	$70.58
		TXN00040023		STAPLES/BINDERS	$19.37
				STAPLES/PAGE DIVIDERS	$5.65
BROWNING, LISA		062618	259717	REIMB ASIM TRAINING	$34.00
CORPORATE TRANSLATION SERVICES INC		128441	259568	TRANSLATION SRVCS-JUNE 2018	$287.65
DUNCAN, ESTHER MARIA		062618	259751	REIMB ASIM TRAINING	$34.00
LANGUAGE LINE SERVICES LLC		4357409	259612	E911 TRANSLATION-JUNE 18	$8.04
LETTRICK, R. KIM		062618	259794	REIMB ASIM TRAINING	$34.00
OLLERMAN, TRACEY			259816	REIMB ASIM TRAINING	$34.00
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$268.27
PUBLIC SAFETY TESTING INC		PSTI18-2016-	259492	BACKGROUND INVESTIGATIONS	$1,210.26
VERIZON WIRELESS		9810382609	260036	CELL PHONES 07/07-08/06/18	$147.28
				E911 OPERATIONS TOTAL****	**$3,152.56**
Division: 602 SECOMM AGENCY					
APOLLO SHEET METAL INC	P059426	940015824	260047	HVAC REPAIR - LABOR	$667.07
BANK OF AMERICA		TXN00039737	259921	BATTERIES PLUS/BATTERIES FOR F	$49.90
DESERTGREEN LAWN & TREE CARE LLC		190829	259750	WEED CONTROL BCES	$26.94
THE DRAIN SURGEON		38945	259663	LEAK REPAIRS	$93.94
				SECOMM AGENCY TOTAL****	**$837.85**
				SOUTHEAST COMMUNICATIONS CTR Total ***	**$101,860.65**
FUND 642 800 MHZ PROJECT					
Division: 610 800 MHZ					
BENTON PUD		06/18-14900001	259297	UTILITY SRVCS 5/26-6/26/2018	$662.15
	P059375	1757	259538	2018 LEASE FEES - PROSSER	$4,113.23
	P059375			2018 LEASE FEES - JUMP OFF JOE	$18,876.12
CERIUM NETWORKS INC	P059202	I069967	259728	ADDITIONAL SMARTNET LICENSE	$31.50
KLICKITAT COUNTY PUD		06/18 69552623	260000	GOLGATHA UTILITIES 5/30-6/29	$283.33
LEGACY POWER SYSTEMS		36319	260094	QTRLY GENTR INSP JUMP OFF JOE	$393.13
		36320		QTRLY GENERATOR INSP SILLUSI	$788.40
		36321		QTRLY GENERATOR INSP BADGER MT	$788.40
		36322		QTRLY GENTR INSP COMMAND CTR	$1,974.35
		36325		QTRLY GENERATIOR INSP GOLGOTHA	$781.10

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				800 MHZ TOTAL****	**$28,691.71**
				800 MHZ PROJECT Total ***	**$28,691.71**
FUND 643		**EMERGENCY MANAGEMENT**			
Division: 620		STATE / LOCAL ASSISTANCE			
APOLLO SHEET METAL INC	P059426	940015824	260047	HVAC REPAIRS - LABOR	$222.36
AT&T LONG DISTANCE		06/18 03030107210	259294	FAX LINES 5/21-6/22/18	$8.45
CITY OF RICHLAND		4815347	259967	BCES UTILITY SRVC 06/01-07/01	$512.15
FRONTIER		07/18 5096282600	259982	TELEPHONE CHARGE 07/09-8/9/18	$497.81
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$57.49
VERIZON WIRELESS		9810382609	260036	CELL PHONES 07/07-08/06/18	$98.92
				STATE / LOCAL ASSISTANCE TOTAL****	**$1,397.18**
Division: 621		RADIOLOGICAL EMGCY PREPAREDNES			
AT&T LONG DISTANCE		06/18 03030107210	259294	FAX LINES 5/21-6/22/18	$8.45
BANK OF AMERICA		TXN00039681	259921	STAPLES/6" BINDER	$41.08
		TXN00039737		BATTERIES PLUS/BATTERIES FOR F	$24.96
		TXN00039811		TRI-CITY HERALD CIRC/ONE YEAR	$135.72
		TXN00040023		STAPLES/COPY PAPER AND HIGHLIG	$148.64
		TXN00040088		CONFERENCE SOLUTIONS/WFOA CONF	$350.00
		TXN00040097		SEARS.COM 9300/FRIDGE FOR LUNC	$369.23
		TXN00040126		FEDEX 781599224406/SHIPMENT FE	$26.27
		TXN00040145		BEST BUY 00005900/HEADSET	$130.29
DEVRIES BUSINESS SERVICES		0098970	259574	SHREDDING SRVCS-6/14/2018	$1.47
EAGLE PRINTING & GRAPHIC DESIGN INC		48206	259575	EMPLOYEE SHIRTS	$69.24
HP INC	P059281	60165325	259326	L8T12AV - CONFIGURABLE - HP Z2	$3,290.18
	P059281			HP 5 YEAR 4 HOUR ONSITE 9X5	$162.90
	P059281			ADJUST FOR TAX	($0.01)
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$57.49
UNITED PARCEL SERVICE	S017995	000986640288	259672	GROUND PKG TO ARROW TECH FOR B	$232.99
VERIZON WIRELESS		9810382609	260036	CELL PHONES 07/07-08/06/18	$614.74
				RADIOLOGICAL EMGCY PREPAREDNES TOTAL****	**$5,663.64**
Division: 622		DOE EMERGENCY PREPAREDNESS			
APOLLO SHEET METAL INC	P059426	940015824	260047	HVAC REPAIRS - LABOR	$222.36
AT&T LONG DISTANCE		06/18 03030107210	259294	FAX LINES 5/21-6/22/18	$8.45
BANK OF AMERICA		TXN00039681	259921	STAPLES/WHITE BOARD CLEANER	$2.00
CITY OF RICHLAND		4815347	259967	BCES UTILITY SRVC 06/01-07/01	$512.16
DESERTGREEN LAWN & TREE CARE LLC		190829	259750	WEED CONTROL BCES	$26.95
DEVRIES BUSINESS SERVICES		0098970	259574	SHREDDING SRVCS-6/14/2018	$1.47
FRONTIER		07/18 5096282600	259982	TELEPHONE CHARGE 07/09-8/9/18	$497.81

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$57.49
VERIZON WIRELESS		9810382609	260036	CELL PHONES 07/07-08/06/18	$98.92
WATER SOLUTIONS INC		18976	259867	WATER FILTRATION 7/7-8/6/18	$33.66
				DOE EMERGENCY PREPAREDNESS TOTAL****	**$1,461.27**
Division: 623 JURISIDICTION					
APOLLO SHEET METAL INC	P059426	940015824	260047	HVAC REPAIRS - LABOR	$222.36
AT&T LONG DISTANCE		06/18 03030107210	259294	FAX LINES 5/21-6/22/18	$8.44
BANK OF AMERICA		TXN00039737	259921	BATTERIES PLUS/BATTERIES FOR F	$24.94
		TXN00039956		STAPLES/IBUPROFEN AND ASPIRIN	$5.29
CALVERT, BRIAN		18-303 CALVERT	259404	18-303 BOXCAR FIRE MOBILIZA	$198.38
CERIUM NETWORKS INC	P059202	I069967	259728	ADDITIONAL SMARTNET LICENSE	$31.50
	P059202			TAX	$8.13
CITY OF RICHLAND		4815347	259967	BCES UTILITY SRVC 06/01-07/01	$512.15
DEVRIES BUSINESS SERVICES		0098970	259574	SHREDDING SRVCS-6/14/2018	$1.47
POCKETINET COMMUNICATIONS INC		251947.	259489	WIRELESS TRNSPRT/INTERNET-AUG	$57.48
THE DRAIN SURGEON		38945	259663	LEAK REPAIRS	$93.94
				JURISIDICTION TOTAL****	**$1,164.08**
Division: 628 PRE-DISASTER MITIGATION GRANT					
BANK OF AMERICA		TXN00039838	259921	RED LION HOTELS/FERRIS #18-252	$127.56
NORTHWEST MANAGEMENT, INC.		10788	260011	1ST DRAFT COMP CONTR HMPG	$15,800.00
				PRE-DISASTER MITIGATION GRANT TOTAL****	**$15,927.56**
Division: 630 HOMELAND SECURITY PREPARDNESS					
BLAISING FIRE & WATER INC	P059344	61833	260051	MK II TACTICAL 1ST RESPONDER W	$9,984.00
				HOMELAND SECURITY PREPARDNESS TOTAL****	**$9,984.00**
				EMERGENCY MANAGEMENT Total ***	**$35,597.73**
FUND 644 MICRO-WAVE					
Division: 611 MICROWAVE					
BENTON PUD	P059375	1757	259538	2018 LEASE FEES - UMATILLA	$1,717.82
	P059375			2018 LEASE FEES - JUMP OFF JOE	$457.02
	P059375			2018 LEASE FEES - JUMP OFF JOE	$4,719.03
				MICROWAVE TOTAL****	**$6,893.87**
				MICRO-WAVE Total ***	**$6,893.87**
FUND 803 UTILITY BILL CLEARING FUND					
Division: 000					
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15370	259430	Customer Refund	$175.00
				Customer Refund	$75.10

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15371	259509	Customer Refund	$25.74
		CISPAY15372	259415	Customer Refund	$106.93
		CISPAY15373	259402	Customer Refund	$4.89
		CISPAY15374	259410	Customer Refund	$113.61
		CISPAY15375	259518	Customer Refund	$78.92
		CISPAY15376	259451	Customer Refund	$97.32
		CISPAY15377	259383	Customer Refund	$39.88
		CISPAY15378	259379	Customer Refund	$62.87
		CISPAY15379	259429	Customer Refund	$30.55
		CISPAY15380	259438	Customer Refund	$418.58
		CISPAY15381	259499	Customer Refund	$52.44
		CISPAY15382	259502	Customer Refund	$24.68
		CISPAY15383	259382	Customer Refund	$90.85
		CISPAY15384	259464	Customer Refund	$62.38
		CISPAY15385	259460	Customer Refund	$18.41
		CISPAY15386	259455	Customer Refund	$36.77
		CISPAY15387	259456	Customer Refund	$10.41
		CISPAY15388	259453	Customer Refund	$73.09
		CISPAY15389	259480	Customer Refund	$68.86
		CISPAY15390	259378	Customer Refund	$80.69
		CISPAY15391	259471	Customer Refund	$217.57
		CISPAY15392	259457	Customer Refund	$94.71
		CISPAY15393	259384	Customer Refund	$72.35
		CISPAY15394	259399	Customer Refund	$110.71
		CISPAY15395	259409	Customer Refund	$84.15
		CISPAY15396	259459	Customer Refund	$107.82
		CISPAY15397	259380	Customer Refund	$75.42
		CISPAY15398	259385	Customer Refund	$116.16
		CISPAY15399	259468	Customer Refund	$72.77
		CISPAY15400	259504	Customer Refund	$69.30
		CISPAY15401	259473	Customer Refund	$83.97
		CISPAY15402	259443	Customer Refund	$70.43
		CISPAY15403	259501	Customer Refund	$118.20
		CISPAY15404	259408	Customer Refund	$115.65
		CISPAY15405	259481	Customer Refund	$107.63
		CISPAY15406	259389	Customer Refund	$110.31
		CISPAY15407	259403	Customer Refund	$78.62
		CISPAY15408	259424	Customer Refund	$121.13
		CISPAY15409	259428	Customer Refund	$112.97
		CISPAY15410	259406	Customer Refund	$16.25

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15411	259510	Customer Refund	$113.64
		CISPAY15412	259465	Customer Refund	$105.16
		CISPAY15413	259474	Customer Refund	$105.96
		CISPAY15414	259449	Customer Refund	$95.41
		CISPAY15415	259381	Customer Refund	$118.66
		CISPAY15416	259434	Customer Refund	$88.47
		CISPAY15417	259420	Customer Refund	$111.16
		CISPAY15418	259454	Customer Refund	$88.97
		CISPAY15419	259452	Customer Refund	$115.83
		CISPAY15420	259423	Customer Refund	$99.51
		CISPAY15421	259496	Customer Refund	$0.31
		CISPAY15422	259446	Customer Refund	$100.44
		CISPAY15423	259508	Customer Refund	$111.34
		CISPAY15424	259506	Customer Refund	$83.41
		CISPAY15425	259475	Customer Refund	$116.69
		CISPAY15426	259812	Customer Refund	$152.94
		CISPAY15427	259783	Customer Refund	$118.52
		CISPAY15428	259708	Customer Refund	$49.52
		CISPAY15429	259784	Customer Refund	$84.82
		CISPAY15430	259780	Customer Refund	$11.96
		CISPAY15431	259821	Customer Refund	$175.24
		CISPAY15432	259801	Customer Refund	$23.63
		CISPAY15433	259748	Customer Refund	$88.79
		CISPAY15434	259753	Customer Refund	$317.31
		CISPAY15435	259836	Customer Refund	$71.24
		CISPAY15436	259742	Customer Refund	$186.81
		CISPAY15437	259806	Customer Refund	$63.31
		CISPAY15438	259811	Customer Refund	$300.00
		CISPAY15439	259788	Customer Refund	$183.40
		CISPAY15440	259718	Customer Refund	$115.69
		CISPAY15441	259856	Customer Refund	$22.09
		CISPAY15442	259805	Customer Refund	$62.19
		CISPAY15443	259854	Customer Refund	$81.46
		CISPAY15444	259839	Customer Refund	$38.30
		CISPAY15445	259791	Customer Refund	$88.21
		CISPAY15446	259752	Customer Refund	$175.72
		CISPAY15447	259796	Customer Refund	$12.96
		CISPAY15448	259799	Customer Refund	$19.85
		CISPAY15449	259793	Customer Refund	$165.51
		CISPAY15450	259746	Customer Refund	$64.35

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15452	259744	Customer Refund	$41.58
		CISPAY15453	259702	Customer Refund	$108.02
		CISPAY15454	259835	Customer Refund	$22.20
		CISPAY15455	259864	Customer Refund	$10.93
		CISPAY15456	259840	Customer Refund	$42.93
		CISPAY15457	259695	Customer Refund	$27.70
		CISPAY15458	259754	Customer Refund	$36.53
		CISPAY15459	259792	Customer Refund	$60.33
		CISPAY15460	259804	Customer Refund	$105.36
		CISPAY15461	259808	Customer Refund	$105.20
		CISPAY15462	259745	Customer Refund	$80.20
		CISPAY15463	259724	Customer Refund	$99.84
		CISPAY15464	259730	Customer Refund	$103.53
		CISPAY15465	259716	Customer Refund	$94.57
		CISPAY15466	259706	Customer Refund	$70.68
		CISPAY15467	259781	Customer Refund	$84.94
		CISPAY15468	259747	Customer Refund	$40.50
		CISPAY15469	259809	Customer Refund	$78.40
		CISPAY15470	259756	Customer Refund	$57.65
		CISPAY15471	259785	Customer Refund	$64.08
		CISPAY15472	259857	Customer Refund	$0.74
		CISPAY15473	259850	Customer Refund	$92.22
		CISPAY15474	259798	Customer Refund	$67.75
		CISPAY15475	259771	Customer Refund	$23.11
		CISPAY15476	259822	Customer Refund	$77.35
		CISPAY15477	259699	Customer Refund	$64.15
		CISPAY15478	259813	Customer Refund	$35.35
		CISPAY15479	259726	Customer Refund	$108.71
		CISPAY15480	259802	Customer Refund	$95.29
		CISPAY15481	259734	Customer Refund	$35.33
				Customer Refund	$200.00
			260095	Customer Refund	$35.33
				Customer Refund	$200.00
		CISPAY15482	260105	Customer Refund	$36.21
		CISPAY15483	260100	Customer Refund	$167.92
		CISPAY15484	260127	Customer Refund	$0.81
		CISPAY15485	260041	Customer Refund	$2,254.27
				Customer Refund	$774.55
		CISPAY15486	260092	Customer Refund	$176.02
		CISPAY15487	260086	Customer Refund	$69.04

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
ADVANCED UTILITY ACCOUNTS PAYABLE INVOICES		CISPAY15488	260120	Customer Refund	$28.90
		CISPAY15489	260075	Customer Refund	$70.95
		CISPAY15490	260046	Customer Refund	$85.00
		CISPAY15491	260117	Customer Refund	$126.81
		CISPAY15492	260116	Customer Refund	$130.24
		CISPAY15493	260079	Customer Refund	$86.58
		CISPAY15494	260090	Customer Refund	$72.63
				UNASSIGNED TOTAL****	**$14,283.30**
				UTILITY BILL CLEARING FUND Total ***	**$14,283.30**

Vendor	P.O. Number	Invoice Number	Check #	Purpose of Purchase	Invoice Amount
				Invoice Total: ****	$4,655,778.76

	Number of Invoices	Amount
Vouchers In Richland	383	$618,251.66
Vouchers In Tri Cities	240	$1,245,287.91
Vouchers In WA	407	$1,407,656.70
Vouchers Outside WA	1384	$1,384,582.49
Vouchers Final Total.....	2414	$4,655,778.76

Ob ject Category	Title	Total	Percentage
1	SALARIES	$2,418.96	0.05%
2	BENEFITS	$88,003.19	1.89%
3	SUPPLIES	$527,704.81	11.33%
4	OTHER SERVICES & CHARGES	$1,746,503.68	37.51%
5	INTERGOVERNMENTAL SERVICES	$297,818.86	6.4%
6	CAPITAL PROJECTS	$1,436,288.02	30.85%
	MACHINERY & EQUIPMENT	$183,545.04	3.94%
	REFUNDS	$14,283.30	0.31%
9	INTERFUND SERVICES	$760.23	0.02%
	INVENTORY PURCHASES	$358,452.67	7.7%
	Total	$4,655,778.76	

COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 19-18, Approving the Columbia Park Trail Development Preliminary Plat (Closed Record)

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	19-18	Resolution

Recommended Motion:
Adopt Resolution No. 19-18, approving the Columbia Park Trail Development preliminary plat subject to the recommended conditions of approval listed in June 14, 2018 Technical Advisory Committee (TAC) report, adopting the findings and conclusions of the Hearing Examiner as the findings and conclusions of the City Council, and directing staff to provide notice of this decision.

Summary:
Lee Petty filed an application for a preliminary plat to divide 5.87 acres into 12 single family residential lots on property that is located south of Columbia Park Trail, north of Jericho Road, and approximately 1,725 feet east of Queensgate Drive. The Richland Hearing Examiner conducted a public hearing on this application on June 28, 2018, and has recommended approval subject to the conditions of approval listed in the Technical Advisory Committee (TAC) report.

The plat design recommended for approval by the Hearing Examiner contains two opposing public right-of-way cul-de-sacs with pedestrian connectivity between them by way of a pedestrian pathway and easement. Approval of this plat is conditioned upon full development of the adjacent segments of Columbia Park Trail and Jericho Road rights-of-way, and the off-site development of Jericho Road, to a rural standard, from the plat site east to the point of connection with Shockley Road.

Staff recommends approval.

Fiscal Impact:	Development of the site into 12 residential lots and homes will increase the taxable value of the property. However, the new residents of the platted land will increase the demand for a wide variety of City services.

Attachments:
1. Resolution No. 19-18
2. Staff Report - Columbia Park Trail Development
3. Vicinity Map

RESOLUTION NO. 19-18

A RESOLUTION of the City of Richland approving the preliminary plat of Columbia Park Trail Development, subject to the recommended conditions of approval listed in the Hearing Examiner's Report and Technical Advisory Committee (TAC) Report S2017-104; adopting the findings and conclusions of the Hearing Examiner as the findings of the Richland City Council; and directing staff to provide notice of this decision.

WHEREAS, on June 28, 2018, the Richland Hearing Examiner held an open record public hearing to consider the corrected preliminary plat application of the Columbia Park Trail Development plat submitted by Lee Petty; and

WHEREAS, the Richland Hearing Examiner recommended to the Richland City Council that it approve the Columbia Park Trail Development preliminary plat; and

WHEREAS, the Richland 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 that the Columbia Park Trail Development preliminary plat, a copy of which is attached hereto as **Exhibit A**, is hereby approved subject to the conditions of approval contained in the Hearing Examiner's July 27, 2018 Findings, Conclusions and Recommendation of Approval, attached hereto as **Exhibit B** and incorporated herein by this reference, and the Technical Advisory Committee (TAC) Report S2017-104 dated June 14, 2018, attached hereto as **Exhibit C** and also incorporated herein by this reference.

BE IT FURTHER RESOLVED that the written findings and conclusions of the Hearing Examiner, as identified in his report, are incorporated herein by reference and are adopted as the written findings and conclusions of the Richland City Council.

BE IT FURTHER RESOLVED that staff is hereby directed to provide notice of this decision to the parties of record in accordance with Title 19 of the Richland Municipal Code.

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 7th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

_____
MARCIA HOPKINS, City Clerk

APPROVED AS TO FORM:

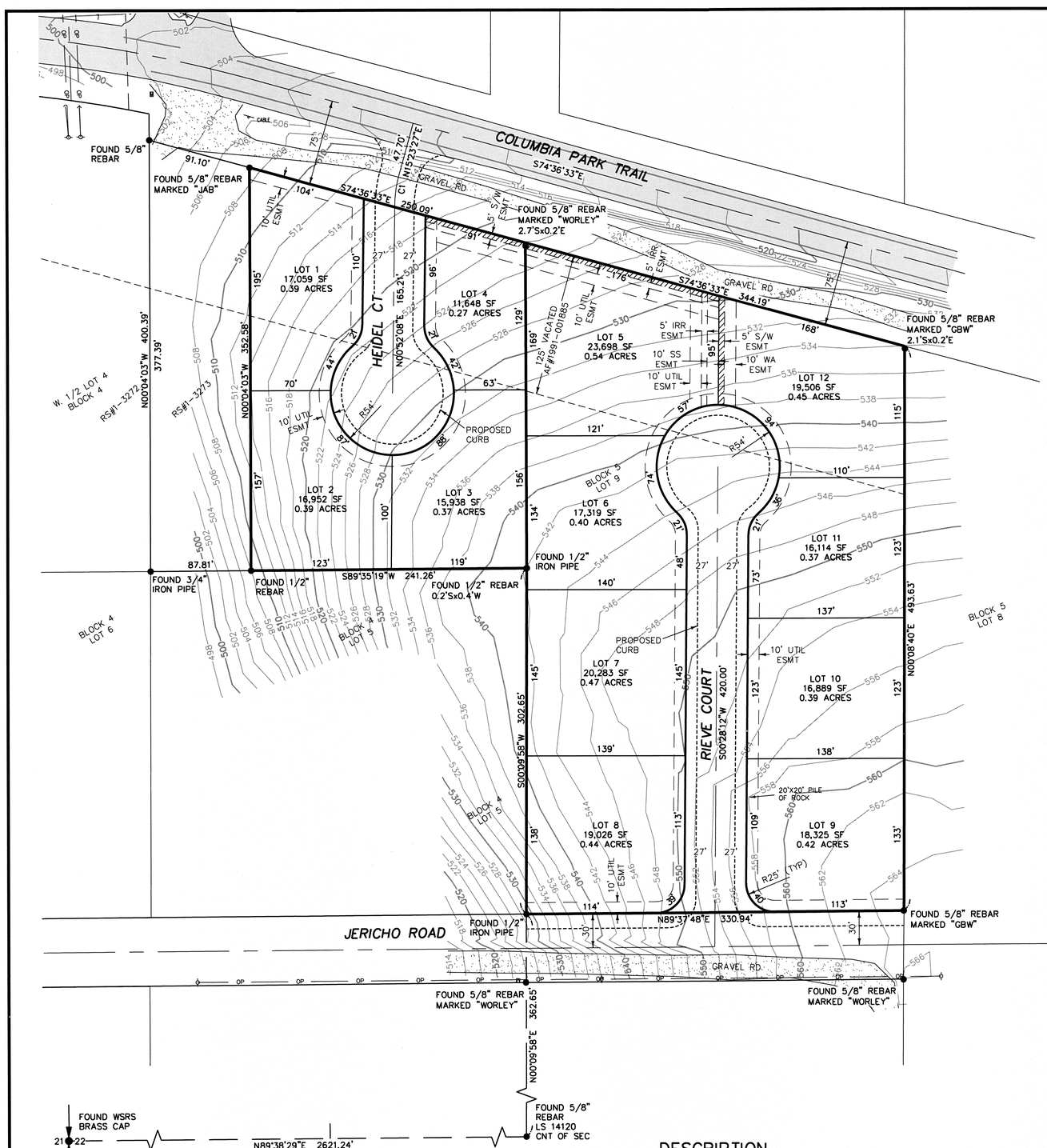
_____
HEATHER KINTZLEY, City Attorney

Exhibit A to Resolution No. 19-18

THE PRELIMINARY PLAT OF

COLUMBIA PARK TRAIL DEVELOPMENT

S.E. 1/4 OF THE N.W. 1/4 & THE S.W. 1/4 OF THE N.E. 1/4
OF SEC. 22, T.09N., R.28E., W.M.,
CITY OF RICHLAND
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

PLAT NOTES

LOTS
NUMBER OF LOTS: 12 LOTS
LOT SIZE SMALLEST: LOT 04; 11,648 SF
LOT SIZE LARGEST: LOT 05; 23,698 SF
LOT SIZE AVERAGE: 17,730 SF
TOTAL PLAT ACREAGE: 5.87 ACRES

PRIVATE ROADS
ROAD LINEAR FEET: 766'
ROAD AREA: 42,953 SF/0.98 ACRES

UTILITIES
WATER: RICHLAND
POWER: RICHLAND
TELEPHONE: CHARTER
SEWER: RICHLAND
GAS: CASCADE NATURAL GAS
IRRIGATION: B.M.I.D.

DEVELOPER
LCR CONSTRUCTION
2524 ROBERTSON DRIVE
RICHLAND, WA 99352
PHONE: 509-492-2322
lcrlpetty@gmail.com

OWNERS
RIEVE REALTY LLC

ENGINEER
TRI-CITIES ENGINEERING
5804 ROAD 90, STE D
PASCO, WA 99301
PHONE: 509-432-4073
zach@tricitiesengineering.com

CITY NOTE

COLUMBIA PARK TRAIL IS CLASSIFIED AS A MINOR ARTERIAL STREET. SUBSEQUENTLY, NO DRIVEWAYS ACCESSING SINGLE FAMILY LOTS WILL BE ALLOWED ONTO COLUMBIA PARK TRAIL

SCALE 1" = 50'
0 50 100 150

BASIS OF BEARING
NAD 83 PER
CITY OF RICHLAND CONTROL FILE
DISTANCES SHOWN ARE GROUND

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL
PNT NO.1797
NAVD 88 DATUM
ELEV=498.84'

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

LEGEND

- ● = FOUND AS INDICATED
- = POWER POLE W/ GUY WIRE
- = SIGN
- = EASEMENT
- = PRIVATE ROAD EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- OP = POWER LINE OVERHEAD
- IRR = IRRIGATION
- S/W ESMT = SIDEWALK ACCESS ESMT
- UTIL = UTILITY
- WA = WATER
- SS = SEWER
- ESMT = EASEMENT

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	25.35	100.00	14°31'19"	S08°07'48"W	25.28

BEARING	DISTANCE
N00°08'40"E	493.63
N74°36'33"W	594.28
S00°04'03"E	352.58
N89°35'19"E	241.26
S00°09'58"W	302.65
N89°37'48"E	330.94

PLAT CLOSURE

NORTH	SOUTH	EAST	WEST
493.6284	0.0000	1.2445	0.0000
157.7237	0.0000	0.0000	572.9677
0.0000	352.5798	0.4154	0.0000
1.7326	0.0000	241.2538	0.0000
0.0000	302.6487	0.0000	0.8774
2.1375	0.0000	330.9331	0.0000
655.2222	655.2285	573.8467	573.8451

NOTES

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

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT PLOTTED HEREON.

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83. BASED ON THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 1766, 1797 CONTROL POINTS.

GROUND DISTANCES ARE SHOWN HEREON.

DESCRIPTION

LOT 9, BLOCK 5 OF THE PLAT OF BADGER HEIGHTS SUBDIVISION RECORDED IN VOLUME 5 OF PLATS AT PAGE 11, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH VACATED PORTION OF RIGHT-OF-WAY PER AF#1991-001885.

THAT PORTION OF THE EAST HALF OF LOT 4, BLOCK 5 OF THE PLAT OF BADGER HEIGHTS SUBDIVISION RECORDED IN VOLUME 5 OF PLATS AT PAGE 11, RECORDS OF BENTON COUNTY, WASHINGTON; BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 THENCE NORTH A DISTANCE OF 152.55 FEET, THENCE NORTHWESTERLY ALONG THE PROPERTY LINE A DISTANCE OF 250 FEET ALONG THE PROPERTY LINE, THENCE SOUTH A DISTANCE OF 219.5 FEET TO THE SOUTH LINE, THENCE EAST ALONG SOUTH PROPERTY LINE A DISTANCE OF 240.89 FEET TO A POINT OF BEGINNING TOGETHER WITH PORTION OF VACATED ROAD RIGHT OF WAY PER AF#1991-001885.

DERRICK C. INGALLS
STATE OF WASHINGTON
18882
REGISTERED
PROFESSIONAL LAND SURVEYOR
6/7/18

PRELIMINARY PLAT FOR
LCR CONST.

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

INDEX

¼ ¼	SEC	T.	R.		
	22	09N	28E	5273PP1C.DWG	© 2018
				DATE: 06/07/18	SHT. 1 OF 1
				DRAWN BY: DCI	JOB # 5273

Exhibit B to Resolution No. 19-18

BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND

FINDINGS, CONCLUSIONS AND RECOMMENDATION OF APPROVAL "COLUMBIA PARK TRAIL DEVELOPMENT" PRELIMINARY PLAT

FILE NUMBER: S2017-104

APPLICANT: LEE PETTY

APPLICATION: TO SUBDIVIDE 5.87 ACRES INTO 12 SINGLE FAMILY RESIDENTIAL LOTS

SITE DESCRIPTION: ALMOST 6 ACRE SITE, ROUGHLY SHAPED LIKE AN "L", FORMED BY TWO ADJACENT PARCELS LYING BETWEEN THE PROPERTY'S NORTH BOUNDARY (THE DESCENDING ANGLE OF THE PARCELS), ALL OF WHICH ABUTS COLUMBIA PARK TRAIL FOR 594+ FEET, LOCATED ABOUT 500 FEET EAST OF WINDMILL ROAD, WHERE A PARK & RIDE LOT AND SEVERAL LOCAL WINERIES ARE LOCATED, AND 1,475 FEET EAST OF QUEENSGATE DRIVE), AND ITS SOUTHEAST BOUNDARY, WHERE THE EAST PARCEL INCLUDED IN THE PLAT FRONTS THE UNIMPROVED JERICHO ROAD PUBLIC RIGHT-OF-WAY FOR ABOUT 331 FEET.

PARCEL NUMBERS: BENTON COUNTY ASSESSOR PARCEL NOS.
1-22982020005009 (EAST PARCEL), AND
1-22982020004013 (WEST PARCEL)

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

SUMMARY OF RECOMMENDATION: *APPROVAL*

DATE OF RECOMMENDATION: JULY 27, 2018

I. CONTENTS OF RECORD.

Exhibits: Staff Report. City of Richland Development Services Division Staff Report and recommendation of approval to the Hearing Examiner regarding "Columbia Park Trail Development" Preliminary Plat, File No. S2017-104, dated June 28, 2018;

1. Application cover sheet;
2. Preliminary Plat site plan;
3. Public Notices and affidavits confirming same;
4. SEPA Environmental Checklist, signed by the applicant on Nov. 21, 2017;
5. SEPA Determination of Non-Significance (DNS) & Adoption Form (marked 5a);
6. Agency comments;
7. Technical Advisory Committee Report;
8. Geotechnical Engineering Report;
9. Site Improvement Plan;
10. Site photos;
11. Public Comments;
12. Public Works' records, showing no valid right-of-way permit for driveway placed into public right of way, at 301 Col. Park. Trl. (now owned by Harpers).

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

1. Shane O'Neill, Senior Planner, for the City of Richland;
2. Lee Petty, the applicant;
3. Lance Snowhite, local resident, lives SW of plat;
4. Lloyd Becker;
5. Jeff Smart, neighboring resident;
6. Ann Harper, local resident, her husband submitted written comment that is included as part of Ex. 11, requesting that an obstruction in public right of way be allowed to remain (rock wall/part of driveway), though such item is outside jurisdiction of the hearing examiner and is not part of this plat review process; and
7. Pete Rogalsky, Public Works Director for the City of Richland.

II. ISSUE PRESENTED.

1. Whether substantial evidence demonstrates that the applicant has met his burden of proof to satisfy the criteria for preliminary plat approval?

Short Answer: Yes. After two failed attempts, the proposed plat is now designed to comply with applicable city development regulations, generally requiring new public streets within the plat, and curbs, gutters, and sidewalks along internal streets and abutting right-of-way. Accordingly, the preliminary plat should be approved.

III. FINDINGS OF FACT.

1. Any statements in previous or following sections of this document that are deemed findings of fact are hereby adopted as such and incorporated by this reference.

Project description.

2. Lee Petty, as the project applicant and owner of the property at issue in this matter, submitted the underlying application to subdivide his 5.87-acres of property on or about June 12, 2018. *(Exhibit 1, Preliminary Plat Application cover page).*

3. The proposed subdivision would divide 5.87 acres into a development site with 12 single family residential lots known as the Columbia Park Trail Development Preliminary Plat, which will be served by City utilities, and includes streets and sidewalks that meet standard city subdivision requirements. *(Staff Report, page 2; Exhibits 2, 7 and 9).* For the reader's convenience, an illustration depicting the site of the proposed plat is provided on the following page.

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Figure 1 - Vicinity Map

SEPA Compliance.

4. *Exhibit 5a (mislabeled as "7a")* is the City's formal Adoption of an existing environmental document that pertains to this application. Consistent with WAC 197-11-600(4)(a), the City's SEPA staff determined that the pending application does not present substantial changes from a previously reviewed project, i.e. a previous application that has since been withdrawn and that only included the east-parcel. The modified proposal adds only 4 additional lots on the west-parcel, and staff determined that the additional lots are not likely to have any significant adverse environmental impacts if they are developed in a manner that led to issuance of the SEPA DNS issued for the original project. *(Staff Report, page 9, SEPA discussion; Ex. 5a).*

5. Ex. 5a formally adopted the applicant's SEPA Environmental Checklist prepared for the initial project, and the SEPA Determination (a DNS) previously issued for same. *(Ex. 5a; Ex. 4, SEPA Checklist; and Ex. 5, DNS).* The City's Determination of Non-Significance for the

proposed plat notes that it *"was made after review of [the] completed environmental checklist and other information on file with the lead agency." (Exhibit 5).*

6. The applicant's SEPA Environmental Checklist was completed and signed by the applicant himself, Mr. Lee Petty, on November 21, 2017. *(Ex. 4, SEPA Checklist, at page 13 of 15).* The applicant's SEPA checklist includes a number of responses to various questions, including the following statement in Section 14, captioned "Transportation":

> Question: 14(d). *"Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public private)."*
>
> Response: [Applicant's type-written answer, "ALL CAPS" on original] *"YES, ADDED CURB GUTTER NAD [typo, should read 'and'] SIDEWALK AND STREET LIGHTS."*

7. Based on the Record, the Examiner finds that the SEPA DNS was issued partly based on the applicant's representation that the proposed plat would include curbs, gutters, sidewalks, and street lights.

8. However, in two previous plat designs submitted by the applicant, the applicant sought to exclude sidewalks, contrary to his above-referenced response provided in the SEPA checklist. The existing SEPA documentation did not properly review or analyze the applicant's desire to deviate from city development regulations, to eliminate sidewalks or other requirements normally included as part of preliminary plat approval. The defective plat designs were remanded for revisions so the plat would be redesigned to comply with applicable city codes, including those requiring sidewalks and dedicated public right-of-way as part of any standard preliminary plat application.

9. The plat design addressed in this recommendation is now in compliance with applicable city codes requiring internal public streets that feature curbs, gutters and sidewalks, among other things.

Public Hearing.

10. The open-record public hearing for the corrected plat application depicted in Exhibits 2 and 9, which is the subject of this Recommendation, occurred on June 28, 2018, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. City staff, Applicant representatives and interested citizens appeared at the hearing or submitted written comments regarding the proposed plat. The Examiner visited the site of the proposed project numerous times during the pendency of this application, and public roads leading to and from the vicinity of the proposed plat.

11. At the hearing, Mr. O'Neill summarized the Staff Report generated for this matter, and his conclusion that the plat has finally been designed to comply with applicable city standards, and warrants approval, subject to conditions recommended in the TAC Report. He addressed

some public comments, all of which request special consideration of private property issues that are outside the scope of authority granted to the hearing examiner, and do not serve as a basis for denial or conditioning of the pending application.

12. The applicant, Mr. Petty, spoke to the merits of his application, and indicated that he was ready to move forward with his development project as soon as possible. He supported the staff report and its recommendation of approval, subject to conditions, all of which include curbs, gutters and sidewalks like other preliminary plats in the City of Richland.

13. Several local residents raised questions about plats generally, how infrastructure is funded, how roads are improved, and the like. Again, none of the public comments raised any issue that would warrant denial of the pending application. Further, any requests for particular private benefits are outside the scope of authority granted to the hearing examiner, or in state subdivision statutes. Specifically, Washington law does not recognize any concept of adverse possession over public property, including public right of way. So, private requests to authorize or protect current conditions (like the driveway for Mr. Smart, or the rock wall for the Harpers) that benefit private property owners are not part of this review or approval process, because to grant relief for such requests in this approval process would essentially grant a right-of-way permit or recognize rights of adverse possession over portions of public property without following the proper process (street vacation requests or the like), without compensation or consideration of the public interest.

14. Mr. Rogalsky testified to explain how builders pay for utility infrastructure and connections that they make to city utility facilities, all as part of developing any subdivision in the City of Richland. He confirmed that sidewalks are 5 feet, not 8 feet as one comment mistakenly observed. Finally, Mr. Rogalsky generally described how the Public Works Department always reviews and approves final engineering plans and street layouts for all new plats, to address legitimate considerations like slopes, the need for retention walls and the like, based on topography and other engineering factors. The Examiner recognizes and respects that the Public Works Director is fully empowered to exercise his discretion in such matters under existing city development regulations. There is no factual or legal basis to include any condition of approval regarding any topic addressed in public comments seeking special recognition and protection of conditions that are now located on or over portions of public rights-of-way to the sole benefit some private properties.

15. The Examiner takes official notice of prior sworn testimony, provided by the City's Public Works Director, Mr. Rogalsky, at a previous public hearing for a different plat design that failed to include various public improvements normally required under applicable codes and policies in the City of Richland. Mr. Rogalsky provided credible, substantial and unrebutted testimony regarding the increased demand for pedestrian facilities presented by new residential developments such as the pending plat application. He explained that professional engineering studies show how pedestrians are typically willing to walk up to a ½ mile, and he referenced specific destinations located within a short walking distance of Mr. Petty's proposed new plat that are likely to generate foot-traffic as new residents and visitors to the new homes in the plat come and go from a park & ride facility and local wineries, with food and entertainment venues,

all located across Columbia Park Trail from the proposed new subdivision. There is a bus route that passes the proposed plat along Columbia Park Trail. The park & ride facility is largely used for van/car-pooling to/from major employers in the area. All of these considerations fully support the need for sidewalks internally and along the proposed plat's frontage areas.

Discussion on public improvements made as part of plat approval.

16. The City's Comprehensive Plan includes strategies to encourage future pedestrian projects, including "Coordination of land use approval process[es] to provide sidewalks and links to existing sidewalks" and Transportation Element Goal 6, which includes the following policy statements: "Policy 3 - The City will encourage sidewalks, improved shoulders, or off-street trails within new developments to accommodate internal circulation;" and "Policy 4 - The City will encourage new development to be pedestrian friendly[…]"

17. Based on several site visits, the number of lots proposed, the project's close proximity to large parcels of land that have not been recently subdivided but could be in the foreseeable future, and city policies and regulations that require or encourage sidewalks to, among other things, accommodate internal circulation within new plats, affording residents of any age an appealing pathway by and between their neighbors in other homes located within the new subdivision, the Examiner finds that evidence and site-conditions fully justify sticking with a plat design that complies with standard city development standards. Given the proposed plat design, with about 1,000 linear feet of proposed roadway, the need for sidewalks is especially compelling. Pedestrians of any age, including younger children, should not be left with asphalt and ditches as their only public venues for walking to and from destinations within the new plat.

18. All properties that are located within the City of Richland are normally required to install curbs, gutters and sidewalks on new streets when they are part of a new residential subdivision or project. See RMC 12.10.035.

19. A 12-lot subdivision with a complete curb, gutter and sidewalk design is fully consistent with city regulations, development patterns throughout the city for new subdivisions, and the market for many new homes throughout the tri-cities area. (See City Subdivision and Development Regulations, Comprehensive Plan Polices, all designed to protect and promote the public health, safety and welfare; Site Visits throughout the project area, the City of Richland, and portions of neighboring jurisdictions).

20. Many other properties, particularly in the South Richland area, have been platted over the last ten years, and included new internal sidewalks and frontage improvements – and the strong real estate market in the region demonstrates the demand for quality built projects that include sidewalks.

21. The pending plat proposal finally satisfies the intent and purpose of the comprehensive plan and Title 24 RMC (the City's subdivision and platting requirements), including without limitation those that are intended to "ensure that public health and safety are adequately provided". As the Public Works Director explained at the prior public hearing, the absence of

sidewalks does not provide for the same degree of pedestrian safety as a route that does provide sidewalks.

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

Proposed plat will provide public benefits

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

24. 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.[1]

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

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

A. The public health, safety, and general welfare: *See Staff Report, including without limitation the Analysis provided on page 14, and proposed findings on page 16.*

B. Open Spaces: *See Staff Report, and discussion in item H.*

C. Drainage Ways: the project will be consistent with all applicable standards for stormwater system design, including without limitation the Department of Ecology Stormwater Management Manuel for Eastern Washington. Consistent with City development standards, the plat will provide on-site stormwater detention. *Staff Report, page 9; TAC Report, recommended Storm Water conditions.*

D. Streets or roads, alleys, other public ways: the proposed plat has been reviewed by the City for compliance with applicable street system design requirements, and has been deemed consistent with all applicable city standards for city roads, streets, sidewalks,

[1] 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.

driveways, access, circulation, transportation concurrency and the like. *Staff Report; Exhibit 1, site plan; Technical Advisory Committee report and proposed conditions.*

E. Transit stops: There is a transit stop very near road frontage serving the site, and a park and ride lot is diagonally across the street. 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. *Staff Report.*

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. *Staff Report, page 12; 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; recommended Sanitary Sewer conditions.*

H. Parks and recreation, playgrounds, schools: The Keene Road Trail is about .56 miles west of he proposed plat, and the 40+ acre Badger Mountain park is about 2 miles from the area. All homes built will be assessed park impact fees in accord with city codes. The School District did not provide any comments after receiving city notice regarding the project. *Staff Report, page 12.*

I. Planning features to assure safe walking conditions for students: See street network, road design, and sidewalks proposed for plat. *Staff Report, and plat design.*

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

27. In this matter, substantial evidence in the record clearly establishes that the proposed plat – which has been redesigned to include internal public streets, and curbs, gutters and sidewalks, all of which are normally required by applicable city codes and policies – is in compliance with the city's land platting regulations, and is consistent with the City's Comprehensive Plan. The revised plat design finally satisfies all criteria needed for approval.

28. Based on all evidence, exhibits and testimony in the record, the undersigned Examiner specifically finds that the proposed plat application, which is designed to comply with applicable city development regulations, should be approved, subject to conditions.

IV. CONCLUSIONS OF LAW.

Jurisdiction.

1. Under applicable provisions of the Richland Municipal Code (RMC), a preliminary plat[2] 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).

2. 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.

3. 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.

Approval Criteria for Preliminary Plat Application.

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

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

[3] "A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads,

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).

5. 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.

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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).

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.

Burden of Proof.

6. 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.

New residential streets must include curbs, gutters and sidewalks.

7. RMC 12.10.035, captioned "Sidewalks for new or improved streets", provides as follows: "Whenever any street is constructed or improved in any area of the city zoned residential or commercial, whether such construction be by local improvement or otherwise, as a part of such construction or improvement there shall be included therein, on both sides of any such street that may abut on previously developed property, sidewalks, curbs, and gutters constructed in conformity with requirements of this chapter" […]. The pending application is for a property located in a residential zone. It does not involve any site challenges or other compelling reason that would justify a deviation from such requirements.

Final conclusions.

8. Based on the Findings and other Conclusions provided 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.

9. The proposed conditions of approval as set forth in the Technical Advisory Committee Report included in the Record as Exhibit 7, are reasonable, supported by the evidence, and capable of accomplishment.

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

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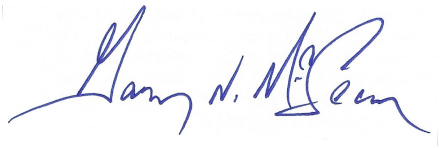
RECOMMENDATION

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 visits to the area, **the undersigned Examiner recommends that the City Council APPROVE** the **"Columbia Park Trail Development" Preliminary Plat** application, File No. S2017-104, subject to the proposed Conditions of Approval included in the City's Technical Advisory Committee Report, included in the Record as *Exhibit 7*, and adopted herein by reference.

Recommendation issued: July 27, 2018.



Gary N. McLean
Hearing Examiner for the City of Richland

ATTACHMENT C to Resolution No. 19-18

(S2017-104 – Columbia Part Trail Development)

RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
JUNE 14, 2018

APPLICANT: LEE PETTY

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 5.87 ACRES INTO 12 SINGLE-FAMILY RESIDENTIAL LOTS, (THE PLAT OF COLUMBIA PARK TRAIL DEVELOPMENT)

LOCATION: SOUTH SIDE OF COLUMBIA PARK TRAIL APPROXIMATELY 1,725 FEET EAST OF QUEENSGATE DRIVE

ENGINEER: TRI-CITY ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

1. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning utility work, per RMC Chapter 12.08. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. The permit fee shall be calculated using the City's "Construction Costs Estimating" table. The applicant shall be responsible for accurately identifying the items and quantities of work within his project. Any specialty construction items not covered by the City's estimating table shall require an itemized engineer's estimate stamped by a licensed Civil Engineer responsible for the project.

2. The project applicant shall also pay a plan review fee that will be charged every time another plan review of the project plans is required by the City. This fee is due upon completion of the plan review.

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. These permits shall be obtained prior to the City issuing its right-of-way construction permit for infrastructure construction.

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 City permit review and issuance.

5. 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. All final plans for public improvements shall be submitted prior to the pre-construction meeting in a 24" x 36" hardcopy format and also electronically in .PDF format. Addendums are not allowed; all information shall be supplied in the specified format. PDF copies of the construction plans are required prior to the pre-con meeting along with the requested multiple sets of paper drawings, the material submittals, and the contractor's insurance certificate naming the City as insured.

6. 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" document. The electronic as-built record drawings shall be submitted in a .dwg (AutoCAD) format compatible with the City's standard CAD software. Record drawings (including street light make & model) 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.

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

8. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of 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.

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 "811" 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-feet 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. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
    - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
    - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local City streets.
    - O. The minimum centerline radius for local City streets shall be 100-feet.
    - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
    - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
    - R. A detailed grading plan shall be included in the submitted plan set.

S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.

T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.

U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

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

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

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

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

Z. 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.

AA. 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.).

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

15. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

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

    Secondary emergency vehicles accesses (SEVA's) shall be 20-feet wide, as noted. Longer secondary accesses can be built to 12-feet wide with the approval of the City of Richland Fire Marshal, however turn-outs are required at a spacing acceptable to the

Fire Dept. Temporary SEVA's shall be constructed with 2-inches of compacted gravel, at a minimum. Permanent SEVA's shall be paved with 2-inches of asphalt over 4-inches of gravel, at a minimum.

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

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

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

Traffic & Streets:

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

19. The Columbia Park Trail frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it are developed. Frontage improvements consist of curb, gutter and sidewalk, additional paving, provisions for storm drainage and also street lighting per City standards.

20. At the time of plat development the developer shall construct half street improvements along its frontage with the Jericho Road right of way. The paved width of the street shall not be less than twenty feet.

21. A portion of this development will use Jericho Road as its access. The developer shall construct a City standard rural section street between the east boundary of the project and Shockley Road. This constructed street shall terminate in an intersection with Shockley Road. The intersection shall include City standard curb returns and pedestrian access ramps.

22. The proposed intersection of "Heather Court" and Columbia Park Trail shall be designed & constructed per City and AASHTO standards. Sight-distance and the vertical curve of Heather Court shall be taken into consideration during design. A sight-distance analysis of this new intersection will be required. If this intersection cannot be safely designed & constructed then Lots 1-4 should take access off of "Rieve Court".

23. An 8-foot wide pedestrian easement shall be provided from "Rieve Court" to Columbia Park Trail. Skewing the property lines between Lots 3, 4, 5 & 6 could allow for this pathway to be a direct connection between the two cul-de-sac bulbs. This pedestrian pathway shall be constructed to ADA guidelines.

24. A ten-foot public utility easements along both the Jericho Road and the Columbia Park Trail Right-of-Ways shall be provided on the face of the final plat.

25. A note will be shown on the face of the final plat stating that Columbia Park Trail is classified as a "Minor Arterial" street. Subsequently, no driveways accessing single family lots will be allowed onto Columbia Park Trail.

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. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

28. 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:

29. The proposed preliminary plat is located within the Tapteal 1 water pressure zone. The City's Comprehensive Water System Plan requires an 18-inch "Tapteal 1" transmission main be installed in Columbia Park Trail from the intersection of Windmill Road to Rockwood Drive. It shall be the responsibility of this development to extend this main from Windmill Road to Heather Court to supply domestic water for this plat. The project developer will be eligible for oversizing costs associated with this water main installation.

30. This project shall extend an 8-inch domestic water main to the Jericho Road right of way.

31. 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.

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

Sanitary Sewer:

33. The closest gravity-flow sanitary sewer available for this development is located in Columbia Park Trail approximately 700-feet to the west. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.

34. 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.

35. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

36. Storm drainage systems that drain public right-of-way shall be designed & constructed to City standards. All storm drainage systems shall also 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.

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

38. This project will require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General

Stormwater Permit program. This project, and each phase thereof, shall comply with the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

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

40. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

41. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").

42. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 48 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 48 hours.

43. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.

44. 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.

45. 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 noted on the final plat(s).

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

Final Platting / Project Acceptance Requirements:

47. 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.

48. 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.

49. 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.

50. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

51. 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.

52. 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.

53. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the adjacent property owners to maintain.

54. A one-foot "No access / screening easement" will be required along the Columbia Park Trail Right of Way.

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

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

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

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

GENERAL INFORMATION:

PROPOSAL NAME:	Columbia Park Trail Development - Preliminary Plat
LOCATION:	South side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive
APPLICANT:	Lee Petty
FILE NO.:	S2017-104
DESCRIPTION:	Request to subdivide 5.87 acres into 12 single family residential lots
PROJECT TYPE:	Type III Preliminary Plat
HEARING DATE:	June 28, 2018
REPORT BY:	Shane O'Neill, Planning Manager
RECOMMENDED ACTION:	Approval subject to completion of proposed conditions

Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

Lee Petty has filed a preliminary plat application (Exhibit 1) to divide approximately 5.87 acres into 12 single family residential lots with an average lot area of 17,730 square feet (0.41 acres), known as the plat of Columbia Park Trail Development. The plat involves subdividing two parcels by creating two opposing cul-de-sacs (see Exhibit 2) to be built to city right-of-way standards and to be dedicated to the City as public rights-of-way. This plat site includes two adjacent parcels both fronting Columbia Park Trail to the north; the easterly parcel also fronting Jericho Road to the south. This subdivision was the subject of two previous public hearings resulting in two separate remand orders by the Hearing Examiner both taking issue with the previous proposal to have lots served by private roadways without sidewalks. Since receiving the most recent remand order the internal plat configuration has been redesigned to meet City standards.

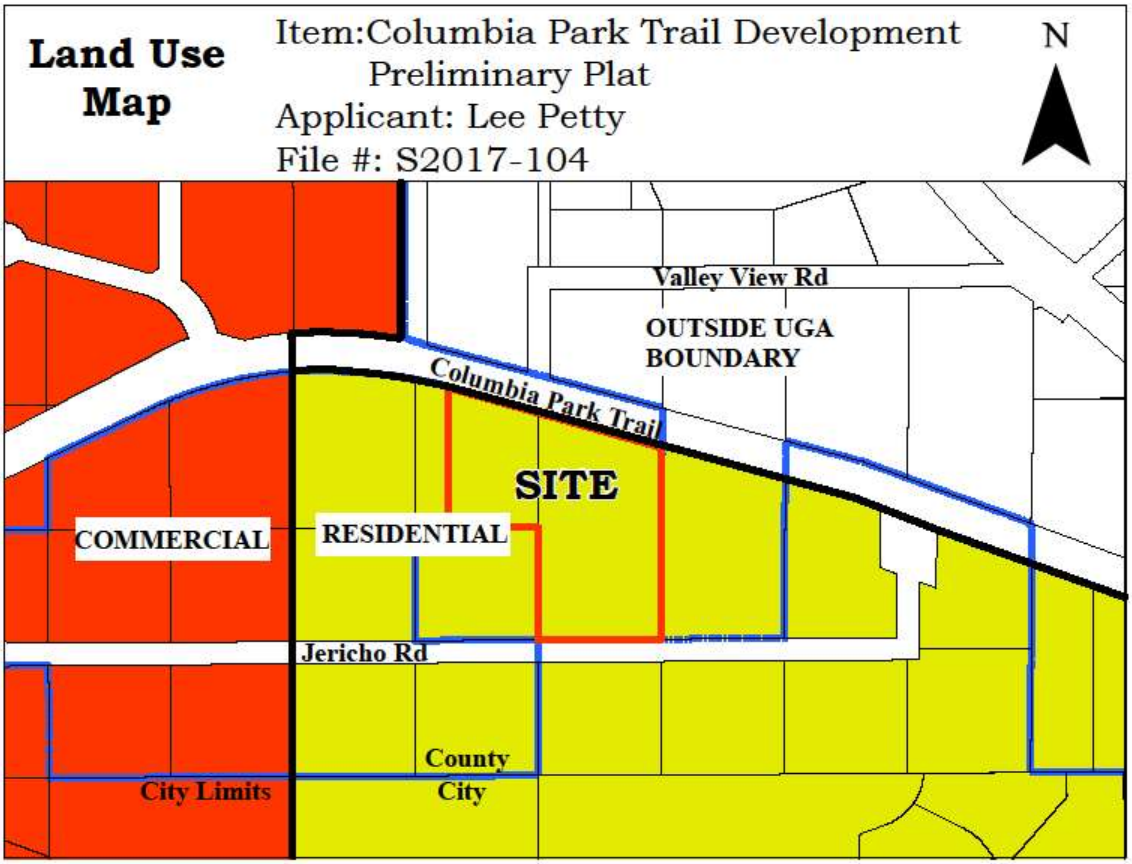


Figure 2 – Comprehensive Plan Map

COMPREHENSIVE PLAN

Richland's comprehensive plan assigns a low-density residential land use designation to the site. The low-density residential designation allows for a residential density range of between 0 – 5 dwelling units per acre equating to an average density of 3.5 units per acre. The plat of Columbia Park Trail Development proposes an overall density of 2.45 units/acre exclusive of land to be dedicated for public roads. The proposed density is within the allowable range provided by the low-density residential land use designation.

GOALS & POLICIES

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

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

Policy 1 – Distribute residential uses and densities throughout the urban growth that are consistent with the City's vision.
Policy 2 – Encourage higher residential densities especially in and near the Central Business District area.
Policy 3 – Innovative and non-traditional residential developments can occur through the use of planned unit developments, density bonuses, new types of housing, and multi-use or mixed-use developments.

Transportation Goal 2: Improve safety, connectivity, and operating efficiency of the transportation system.

Policy 2 – Link local street networks through subdivisions to provide efficient local circulation, as appropriate, and provide additional collector arterial access for major residential areas.

Transportation Goal 3: Encourage the use of transportation modes that promote energy conservation, circulation efficiency, and an active lifestyle.

Policy 1 – Support increased use of transit, bicycling, and pedestrian travel.
Policy 2 – Plan facilities for non-motorized travel across jurisdictional boundaries.
Policy 3 – Require sidewalks, improved shoulders, appropriate signage, or off-street trails within new developments to accommodate internal bicycle and pedestrian circulations within and between neighborhoods.
Policy 4 – Encourage new developments to be pedestrian-friendly and compatible with the public transportation system.
Policy 5 – Design a circulation system to become a bicycle-friendly community with complete streets.

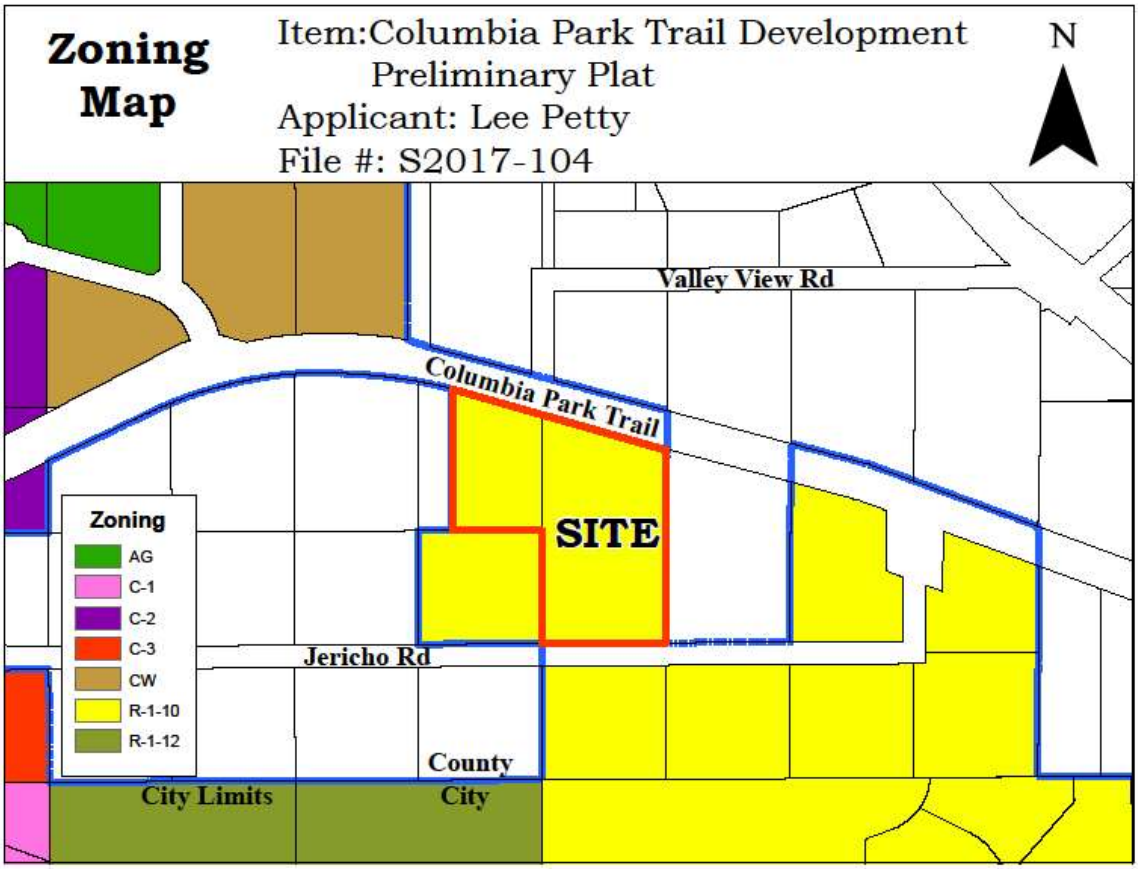


Figure 3 – Zoning Map

ZONING

The site is currently assigned R-1-10 (Low-Density Residential) zoning, allowing for development of residential densities up to 5.4 dwelling units per acre. R-1-10 zoning imposes a minimum lot size of 8,000 square feet and a minimum average lot size of 10,000 square feet. Lot 4 of the plat is the smallest lot at 11,648 square feet and plat-wide the average net lot size is 17,730 square feet. Under R-1-10 zoning the proposed residential density of 2.45 units/acre, is compliant. Both R-1-10 & R-1-12 (Single-Family Residential) zoning districts are assigned to the sites within the City's jurisdiction in the immediate vicinity.

Land Uses and Dimensional Standards

The following R-1-10 standards apply to the proposed plat:

Uses Permitted:	Single Family Homes (detached)
Front yard setback:	20 feet minimum
Side yard setback:	10 feet minimum
Rear yard setback:	25 feet minimum
Maximum building height:	30 feet

SITE DESCRIPTION & ADJACENT LAND USES

The subject preliminary plat site lies on the south side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive. Approaching the site from Columbia Park Trail, there is an immediate gain in elevation; continuing to rise to the southeast. Overall, land within the parcel boundaries experiences a vertical difference of approximately 42-feet as seen at the south property line. Topographical contour lines are shown on the survey included as Exhibit 2 (also see slope photo included in Exhibit 10).

Opposite to the Columbia Park Trail property frontage, the south property line of the site fronts the unimproved Jericho Road public right-of-way for a distance of 330.94 feet. Jericho Road intersects with Queensgate Drive approximately 1,500 feet to the west and extends approximately 620 feet to the east where it connects with a future extension of Shockley Road which connects a nearby plat to the south (Sundance Estates North) with Columbia Park Trail.

The neighboring parcel to the east contains a single-family home owned by Jeff Smart. Mr. Smart's parcel and home lie within Benton County's jurisdiction. Access to Mr. Smart's home relies on a 1,000-foot gravel drive extending from slightly west of the subject plat's site on Columbia Park Trail to Mr. Smart's home. The plat survey shows said driveway to be entirely within Columbia Park Trail right-of-way. The proposed plat clearly threatens continued use of the gravel driveway which was a discussion point during previous public hearings for this item. The matter of access to Mr. Smart's property is discussed further in the Transportation section of this report below.

A geotechnical report (Exhibit 8) prepared by GN Northern Inc. and submitted with the application reveals details regarding the site's underlying geology. The report indicates shallow basalt bedrock at approximately five feet below the surface. Pages 6–8 of the report detail recommended constraints and mitigation measures for developing the site with single family homes. In general, due to the shallow depth of stable bedrock the site is suitable for lightly-loaded structures but that same condition poses difficulties for managing stormwater generated on-site as infiltration is viewed as infeasible. The applicant's civil engineer however, has indicated that designing a stormwater management system is entirely possible.

Vegetation on-site is comprised of typical shrub steppe plant species including Big Sagebrush (*Artemisia tridentata*) together with some commonly associated non-woody herbaceous plants. One notable component of the site is the presence of medium to large basalt boulders protruding above the soil surface. Site photos taken by City staff are included in this report as Exhibit 10.

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:	February 2, 2018
Notice of Hearing Mailed:	June 7, 2018
Notice of Hearing Posted:	June 4, 2018
Notice of Hearing Published:	June 10, 2018
Public Hearing:	June 28, 2018

A combined notice of application and public hearing 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. The notice and affidavits are included in Exhibit 3.

PUBLIC HEARING BACKGROUND

This item was previously the subject of two public hearings held before the Hearing Examiner on December 11, 2017 and on February 22, 2018. Subsequent to each hearing the Hearing Examiner remanded the plat back to staff.

The first remand order called for the applicant to properly file a right-of-way construction deviation request in response the proposal for all lots to be served by private roads not having sidewalks with the provided reasoning that requests for relief from frontage development standards must first follow standard city application procedures for a deviation as part of the process set forth in RMC 24.24.040; and that any request to delay construction of sidewalks should fully comply with the provisions of applicable city codes, including without limitation RMC 12.10.010. This provided the applicant with the opportunity to file a request to deviate from TAC

Report conditions 20 & 21 which they did in their *"Columbia Park Trail Development – Preliminary Plat (File No. S2017-104) Request for Deviation Pursuant to RMC 24.24.040*" dated February 5, 2018. Said deviation request was denied by the Hearing Examiner for reasons outlined in the April 26 Remand Order which generally cites the lack of municipal code provisions allowing the City to approve plats served by private roads together with the plats' lack of pedestrian facilities (i.e. sidewalks) and lack of connectivity with surrounding plats and roadways. The April 26th Remand Order also cites RMC 24.16.020.

The second remand order called for the plat to be redesigned in several aspects in order to meet several Code requirements including dedication of public road including sidewalks and to provide connectivity with surrounding properties.

UTILITY AVAILABILITY

Utilities will serve the plat by way of extension from within Columbia Park Trail right-of-way and potentially from Sundance Estates to the south by way of Jericho Road and utility easement into the proposed Heidel Court on the adjacent parcel to the west. Uniform 10-foot utility easements will create the mechanism to allow placement of electrical and telecommunications utilities. Sewer and water lines will be located under the road surface.

Site specific development conditions contained in the attached TAC report (Exhibit 7) address extension of off-site utilities to the site and construction of on-site utilities.

TRANSPORTATION

Access into the plat will be achieved by dedicating a 160-foot deep cul-de-sac (Heidel Court) extending south from Columbia Park Trail and a 380-foot deep cul-de-sac (Rieve Court) extending north from Jericho Road. The plat survey (Exhibit 2) indicates a gravel drive serving the home to the east (253 Columbia Park Trail) lies outside of the north boundary of the plat and within Columbia Park Trail public right-of-way. The site improvement plan (Exhibit 9) shows the connection of Heidel Court onto Columbia Park Trail intersection. This intersection occurs in a location where the land abruptly rises several feet above the elevation of the Columbia Park Trail road grade. This topography causes the need for cutting into the embankment at the approximate point where Heidel Court will intersect with the gravel drive; thus causing a steep transition between Heidel Ct and the gravel drive such that continued use of the drive in unlikely to remain feasible.

Mr. Petty has verbally indicated to City staff that he continues to work with Mr. Smart in an effort to come to some sort of resolution about Mr. Smart regaining access to his home. Considering Mr. Smart's property has public right-of-way frontage along the entire length of two of his four property lines, several options exist. Mr. Petty is entertaining the concepts of 1) grading a new point of access onto Columbia Park Trail for Mr. Smart and 2) grading an approach from Mr. Smart's home to Jericho Road which will be improved across the south line of Mr. Smart's parcel by Mr. Petty. Public Works has indicated their preference for a new access point to be onto Jericho Road. Considering Mr. Smart's parcel lies within the County's jurisdiction,

Benton County will be the permitting agency for establishing a new connection to Columbia Park Trail. Mr. Petty indicated to staff that he is negotiating with Mr. Smart over providing a direct connection onto Columbia Park Trail by offering to grade an approach from Columbia Part Trail to Mr. Smart's home.

During the previous public hearings Mr. Smart was unable to provide any credible evidence supporting legal standing of his right for continued use of the existing gravel drive traversing the northerly frontage of the subject plat site.

Technical Advisory Committee (TAC) Report condition #'s 20 & 21 require plat development to concurrently improve Jericho Road along the south line of the plat site and to extend east, off-site, to connect with the recent extension of Shockley Road. The segment of Jericho Road adjacent to the plat site must be improved to half-width rural standards, whereas the easterly projection of Jericho Road not adjacent to the plat site must be improved to rural standards at an approximate 30-foot width. This extension of Jericho connecting to Shockley Road will cross the south property line of two existing homes.

The current plat layout shows opposing cul-de-sacs connecting to adjacent roadways; Columbia Park Trail to the north and Jericho Road to the south. Jericho Road is a dedicated 60-foot public right-of-way that is minimally improved with an 18' gravel road where adjacent to the subject site. With this plat the applicant will be required to further develop Jericho Road with a rural road section extending from the southwest corner of parcel #1-22982020005009 (site); easterly for an approximate distance of 950 feet to the point that achieves connection with Shockley Road which was recently constructed with the plat of Sundance Estates North lying south of the subject site. The site improvement plan (Exhibit 9) submitted with the application roughly illustrates the off-site construction of Jericho Road. Extending Jericho Road to the east will provide Mr. Smart with an additional opportunity to access his property on an improved driving surface whereas his existing access is by way of an unimproved gravel drive. This new improved access fulfills the platting requirement of RMC 24.16.020 which states:

> *"The layout of streets shall provide for the continuation of principal streets existing in adjoining subdivisions or of their proper projection when adjoining property is not subdivided. The layout shall also provide for future projection of streets into areas which presently are not subdivided."*

Private access to the western home (141 Columbia Park Trail) lies outside of the boundaries of the proposed plat and will not be affected by plat construction.

This project site lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). As such, each building permit within the property shall therefore be subject to the traffic impact fees administered by the finance plan for any permit submitted for approval.

Columbia Park Trail roadway improvements including curb & gutter and sidewalk, additional paving, provisions for storm drainage and also street lighting per City

standards are required as listed in TAC report condition #19. Additionally, TAC report condition #20 requires the half-width of Jericho Road be improved to a rural standard with a paved surface no less than twenty feet wide where adjacent to the plat site and of full width where adjacent to the parcels to the east (TAC condition #21). In response to the remand order on the subject of right-of-way improvements, the Public Works Department has indicated that pursuant to the criteria listed in RMC 12.10.010 section of Jericho Road qualifies for a waiver resulting in a reduction of right-of-way improvement to the rural development standard.

SEPA

Included in this pre-plat application submittal was a SEPA checklist addressing potential impacts of site development (Exhibit 4). On November 21, 2017 staff issued a Determination of Non-Significance (DNS) (Exhibit 5). The comment period for the DNS expired on December 6, 2017. No comments were submitted to the City in response to the DNS (EA2017-18). Pursuant to the provisions of WAC 197-11-600(4)(a) the aforementioned SEPA checklist and DNS were adopted as the applicable State-level environmental compliance documents addressing potential impacts of the proposed plat. The DNS adoption form is attached to Exhibit 5 as Exhibit 5a.

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 7). At the time this report was written city staff received a written response from the State Department of Ecology (Exhibit 6) relating to stormwater NPDES permitting. This comment letter from Ecology is the only agency comment received. Benton County Planning and Roads Department officials were directly notified of the project. As a result there was some general correspondence resulting in no comments or requirements by the County.

PUBLIC COMMENTS

Owners of all properties within 300-feet of the plat site were directly notified of the project by way of USPS mailing. A comment letter dated December 1st (Exhibit 11) was received from Mr. Jeff Smart, the owner of 253 Columbia Park Trail, expressing concern over the preservation and continued use of the gravel drive that he currently uses as the sole access route to the home. Mr. Smart's comments focused on the anticipated effects on the existing access to his home. In light of the City's requirement to improve the Columbia Park Trail right-of-way frontage it is foreseeable that the gravel driveway serving Mr. Smart's home may be disrupted to the point it becomes unusable to him. This matter is discussed in more detail in the Transportation section above.

On June 15th City staff received a comment letter (Exhibit 11) from the owner of 301 Columbia Park Trail, Thomas Harper, addressing his concerns over the effect that the easterly extension of Jericho Road will have on his property. Specifically, Mr. Harper's existing asphalt driveway and some non-living landscaping features extend into the undeveloped Jericho Road right-of-way. These off-site features are

potentially under threat of removal when Mr. Petty improves Jericho Road adjacent to Mr. Harper's property. Per the comment letter and direct discussions between Planning Staff and Mr. Harper, Mr. Harper requests an approval condition be entered by the Hearing Examiner requiring the Jericho Road surface be off-set to the southern portion of the right-of-way in an effort to minimize disturbance to the driveway and landscaping and to mitigate the future impacts of additional traffic in front of the home.

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 7).

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. Staff has reviewed the plat survey provided against the provisions of RMC 24.12.010 thru 24.12.040 and finds the plat to be compliant.

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*;

Roadways serving the plat will be dedicated to the City and designed to City right-of-way construction standards which include the following components: curbs, gutters, sidewalks, fire hydrants, storm drainage and street lights. Municipal utility extensions (sewer, water and electrical power) are planned to serve all lots in the plat from within the dedicated rights-of-way and within 10-foot public utility easements interior to each lot. Once constructed, inspected and approved, municipal utilities will be accepted by the City and become public infrastructure. Currently the Columbia Park Trail right-of-way adjacent to the plat site is not developed to City development standards. As part of this plat the adjacent segment of Columbia Park Trail will be developed to meet full City standards which include curbs, gutters, sidewalks and street lights (TAC condition #19).

Exhibit 9 illustrates pedestrian facilities that are to be constructed by plat development; they include: (1) public sidewalks running in front of each of the twelve lots, (2) a paved pedestrian pathway along the north line of proposed lots 4 & 5 which will provide a connection between the two cul-de-sacs, and (3)

the adjacent segment of Columbia Park Trail will be improved to include public sidewalk. These pedestrian features will contribute to a safe walking route for residents in the platted area walking to nearby retail service destinations to the west.

Building permits for homes within the plat will be subject to payment of park fees to contribute to development of open spaces and parks in the vicinity.

Columbia Park Trail is part of the Benton-Franklin Transit bus route #110 which extends from Van Giesen Street in West Richland to Deschutes Avenue in Kennewick. Newly constructed pedestrian facilities as part of this plat will contribute to a safe route for people to walk to bus stops.

Additionally, the following points address criteria B:

- The Keene Road Trail is a linear park containing a pedestrian trail along Keene Road. This park is located approximately 0.56 miles west of the proposed plat.
- The larger 41.5-acre Badger Mountain Park is located approximately 2-miles from the proposed plat site. Badger Mountain Park contains outdoor sports fields and courts able to serve recreational needs of the broader surrounding vicinity.
- The site is located along an existing bus route. The Ben Franklin Transit Authority provides bus service to the community presently and provides service along Columbia Park Trail as part of bus route #110.
- The plat would be served by City domestic water and sewer lines currently existing within Columbia Park Trail. Water and sewer lines have capacity to provide for the proposed project.
- The plat would be served by Richland Energy Services electrical power by way of service line extension.
- In accordance with City development standards, storm water drainage must be retained and managed on-site. Site drainage will rely on storm water drainage facilities designed and constructed for the plat. Exhibit 9 illustrates the proposed location of stormwater retention features associated with site development.
- Richland School District was given the opportunity to comment. Following their review of the proposed preliminary plat the District indicated they have no specific concerns or requirements relative to the plat.

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

In terms of residential density (2.45 units per acre) the proposed plat project is consistent with the Comprehensive Plan. Provision of twelve new housing units will contribute to meeting the currently high housing demand and will assist in fulfilling goals of the Growth Management Act (GMA) by furthering residential infill within the existing urban growth boundary. Adopted by the State Legislature in 1990 the GMA strongly encourages urban infill before expanding growth boundaries to limit urban sprawl which is viewed as a negative impact.

Promoting urban development consistent the goals of the GMA is an action generally viewed by planning professionals as furthering public interest.

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". 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. Statements addressing compliance with Title 24 are provided in criteria A & B above.

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

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:

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

The proposed plat is consistent with the intent of city Zoning (R-1-10) and the low-density residential land use designation assigned to the site in the City's Comprehensive Plan. The proposed plat includes the creation of fully developed public roadways connecting to adjacent city roads. All proposed lots exceed the 8,000 square foot minimum lot area requirement. Additionally, the R-1-10 zone imposes a minimum 10,000 square foot average lot size. The average lot size of this plat is 17,730 square feet. Stormwater management requirements from RMC Title 16 have been satisfied by the proposed use of roadside stormwater retention swales together with catch basins and infiltration trenches.

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

Impact fees for traffic and parks infrastructure improvements will be charged to the development at the building permit stage in the development process. The "Columbia Park Trail Development" preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic impact study requirement.

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

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

Planning staff views the proposal a beneficial to the public at large based on its consistency with the Comprehensive Plan and City Zoning. Appropriate public infrastructure meeting city standards is planned and will be required by the City to ensure the development will not be a detriment to public health, safety and welfare. New homes will be connected to municipal sewer, water and electrical power services.

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

The project would add 12 new residential lots accessed from newly constructed roadways leading dedicated to the public connecting to both Columbia Park Trail and Jericho Road. This volume of traffic was anticipated in the City's transportation plan and would not be expected to result in any decrease in the level of service of these transportation facilities. The City requires the payment of a transportation impact fee that is used to fund planned improvements to the transportation system. This fee is levied on each home constructed within South Richland. The Columbia Park Trail Development preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Because the project lies within the impact fee area, traffic studies are not required to prove level of service or identify mitigation. The fee becomes the mitigation; thereby fulfilling concurrency requirements. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

v. 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.

Development conditions contained in the TAC Report are intended to mitigate potential impacts of the development. No unique mitigation measures are being imposed as a direct result of the SEPA review and determination process. The conditions of approval recommended for this project are as a direct result of imposing City development standards as contained in City Code and are directly

related to the development proposal. All such conditions are iterated in the TAC report.

On the matter of traffic impact mitigation, the Public Works Department is requiring the concurrent development of the adjacent rights-of-way. The required improvements to Jericho Road conditioned upon the plat are set forth in TAC condition #20 which reads:

> *"At the time of plat development the developer shall construct half street improvements along its frontage with the Jericho Road right of way. The paved width of the street shall not be less than twenty feet."*

This requirement implies the need to construct approximately 980-feet of rural road improvement south of the plat site. The Public Works Department provided reasoning that under the authority of RMC 12.10.010, full frontage improvements (curb, gutters, sidewalks, street lights, etc.) may be waived in exchange for a paved rural section of roadway."

Relative to the Columbia Park Trail right-of-way improvements conditioned upon the plat, TAC Report condition # 19 reads:

> *"The Columbia Park Trail frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it are developed. Frontage improvements consist of curb, gutter and sidewalk, additional paving, provisions for storm drainage and also street lighting per City standards"*

Since the time of the initial public hearing on December 11, 2017, the Public Works Department reviewed the new 12-lot plat configuration and revised the TAC conditions accordingly. The condition relating to Columbia Park Trail right-of-way improvements remains substantially unchanged; meaning that Public Works maintains their original position requiring full right-of-way improvements along the adjacent Columbia Park Trail frontage.

<u>FINDINGS AND CONCLUSIONS</u>

Staff has completed its review the preliminary plat application for Columbia Park Trail Development preliminary plat (S2017-104) and recommends approval of the request subject to conformance with the conditions of approval included in the attached Technical Advisory Committee Report based on the following findings:

Findings of Fact:

1. The City's Comprehensive Plan designates the plat site for low-density residential development;
2. The plat conforms to the low-density residential land use designation assigned to the site by the Comprehensive Plan in that said land use allows for residential development of 0-5 dwelling units per acre and the plat proposes 2.45 dwelling units per acre;

3. The plat site lies adjacent to Columbia Park Trail. Columbia Park Trail is classified as a minor arterial roadway in the City's Comprehensive Plan;
4. The Columbia Park Trail Development preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA);
5. The proposed plat generally complies with the provisions of RMC Section 12.10 (Installation of Sidewalks, Curbs and Gutters);
6. The proposed plat satisfies platting requirements set forth in Title 24 of the Richland Municipal Code.

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:

7. The site is currently zoned R-1-10 (Single-Family Residential);
8. R-1-10 zoning imposes a minimum average lot size requirement of 10,000 square feet and an 8,000 square foot minimum lot size;
9. The smallest lot (Lot 4) within the plat is11, 648 square feet;
10. The proposed preliminary plat consists of 12 lots averaging 17,730 square feet in area, representing a net density of 2.45 units per acre which falls below the maximum allowable density as regulated by the R-1-10 zoning district.

Conclusion of Law:

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

Findings of Fact:

11. 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;
12. The proposed preliminary plat provides for improvement of the adjacent public roadways (Columbia Park Trail and Jericho Road) and will be required to extend public domestic water, sewer, irrigation water and electrical power lines;
13. The proposed improvements serving the platted area are consistent with the City's development standards;

14. Building permits for homes within the plat will be assessed parks fees to contribute to the development of open spaces needed in the vicinity of the plat as determined by the City of Richland Parks and Public Facilities Department;
15. City staff and other utility providers reviewed the project and have recommended specific conditions of approval as set forth in the Technical Advisory Committee report.

Conclusion of Law:

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

Findings of Fact:

16. The site lies within an area identified as having geologic hazards on the Critical Areas Map (LU-4) in the City's Comprehensive Plan;
17. A SEPA checklist was provided with the plat application together with a geo-technical report by GN-Northern analyzing the site's capacity for residential development as required under the City's Critical Areas Ordinance (RMC 22.10) thereby fulfilling requirements of Richland's Critical Areas ordinance;
18. Based on information included in the aforementioned documents city staff issued a Determination of Non-Significance on November 21, 2017;
19. Project application and public hearing notice was distributed and advertised in conformance with requirements set forth in RMC 24.12.040.

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 Critical Areas Ordinance have been completed.

Findings of Fact:

20. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
21. The proposed project would add 12 single family lots that would have direct access onto private roadways proposed in the plat and to Columbia Park Trail.
22. According to the ITE Trip Generation Manual 9th edition, a single-family home is projected to generate an average of 9.5 vehicle trips per day; equating to approximately 114 vehicle trips per day being generated from a 12-lot plat.
23. The Columbia Park Trail Development preliminary plat lies within the boundary of the South Richland Collector Street Financing Plan (RMC 12.03). This plat shall therefore be subject to the fees administered by the finance plan for any phase submitted for approval. Since this property is included

within the Financing Plan, it is exempt from the SEPA-related traffic study requirement (TIA).

Conclusion of Law:

The proposed 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 Columbia Park Trail Development subject to the recommended conditions listed in the Technical Advisory Committee Report is warranted because the project conforms to the City's adopted land use plan and zoning regulations; has followed the required State Environmental Policy Act procedures; and is consistent with the requirements of the City's subdivision regulations.

EXHIBIT LIST

1. Application
2. Preliminary Plat Map
3. Public Notice & Affidavits
4. Environmental Checklist
5. Determination of Non-Significance & Adoption Form (5a)
6. Agency Comment(s)
7. Technical Advisory Committee Report
8. Geotechnical Engineering Report
9. Site Improvement Plan
10. Site Photos
11. Public Comments

Exhibit 1

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

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor Rieve Realty, LLC			
Address 7009 Alderman Rd	City Pasco	State WA	Zip 99301
Phone Number 509-987-2747	Fax Number	Other	
Proposed Subdivision Name Columbia Park Trail Development	Legal Description 122982020004013/122982020005009		
Average Size Lots 17730 SF	Proposed Number of Tracts 12		
Average Lot Size (Residential Lots) 17730 SF	Area in Acres 5.87 Acres		
Proposed Number of Lots 12	Proposed Number of Blocks		
Name of Surveyor Platting Subdivision Stratton Surveying			
Address 313 N Morain St.	City Kennewick	State WA	Zip 99336
Phone Number 509-735-7364	Fax Number 509-735-6560	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.

Applicant's Signature

June 8-18
Date

OFFICE USE ONLY

Filed on 6·12·18

Signature

Case File No. S2017-104 Date of , Hearing 6·28·2018

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.

LCR Construction, LLC

To: Shane O'neill
Interim Planning Manager

From: Rieve Realty/LCR Construction, LLC
2524 Robertson
Richland, WA 99354
509-491-3822
lcrlpetty@gmail.com

Exhibit

On Friday June 8, 2018 I meet with Jeff Smart on his property and we discussed installing a new entry from Columbia Part trail to his property. Jeff is applying for an access permit form the County for his new access. I agreed to install the entry at a discounted rate to help out with the inconvenience of losing his existing road.

Owner
Lee Petty

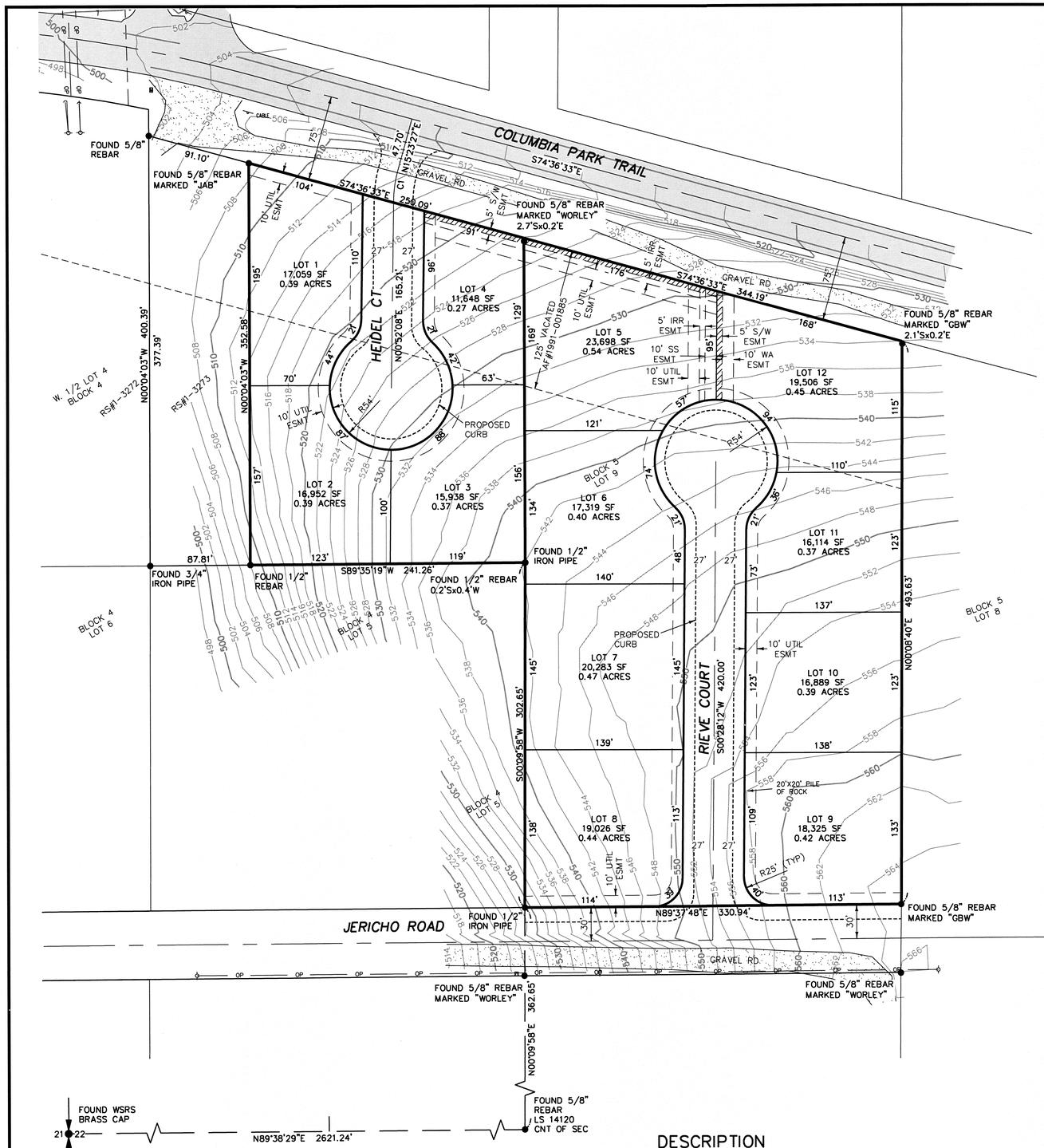
June 8-18

Rieve Realty; LCR Construction, LLC

THE PRELIMINARY PLAT OF

COLUMBIA PARK TRAIL DEVELOPMENT

S.E. 1/4 OF THE N.W. 1/4 & THE S.W. 1/4 OF THE N.E. 1/4
OF SEC. 22, T.09N., R.28E., W.M.,
CITY OF RICHLAND
BENTON COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

PLAT NOTES

LOTS
NUMBER OF LOTS: 12 LOTS
LOT SIZE SMALLEST: LOT 04; 11,648 SF
LOT SIZE LARGEST: LOT 05; 23,698 SF
LOT SIZE AVERAGE: 17,730 SF
TOTAL PLAT ACREAGE: 5.87 ACRES

PRIVATE ROADS
ROAD LINEAR FEET: 766'
ROAD AREA: 42,953 SF/0.98 ACRES

UTILITIES
WATER: RICHLAND
POWER: RICHLAND
TELEPHONE: CHARTER
SEWER: RICHLAND
GAS: CASCADE NATURAL GAS
IRRIGATION: B.M.I.D.

DEVELOPER
LCR CONSTRUCTION
2524 ROBERTSON DRIVE
RICHLAND, WA 99352
PHONE: 509-492-2322
lcrlpetty@gmail.com

OWNERS
RIEVE REALTY LLC

ENGINEER
TRI-CITIES ENGINEERING
5804 ROAD 90, STE D
PASCO, WA 99301
PHONE: 509-432-4073
zach@tricitiesengineering.com

SCALE 1" = 50'
0 50 100 150

BASIS OF BEARING
NAD 83 PER
CITY OF RICHLAND CONTROL FILE
DISTANCES SHOWN ARE GROUND

BASIS OF ELEVATION
CITY OF RICHLAND CONTROL
PNT NO.1797
NAVD 88 DATUM
ELEV=498.84'

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

CITY NOTE

COLUMBIA PARK TRAIL IS CLASSIFIED AS A MINOR ARTERIAL STREET. SUBSEQUENTLY, NO DRIVEWAYS ACCESSING SINGLE FAMILY LOTS WILL BE ALLOWED ONTO COLUMBIA PARK TRAIL

LEGEND

- ● = FOUND AS INDICATED
- = POWER POLE W/ GUY WIRE
- = SIGN
- = EASEMENT
- = PRIVATE ROAD EASEMENT
- = PROPERTY BOUNDARY
- = CENTERLINE
- OP = POWER LINE OVERHEAD
- IRR = IRRIGATION
- S/W ESMT = SIDEWALK ACCESS ESMT
- UTIL = UTILITY
- WA = WATER
- SS = SEWER
- ESMT = EASEMENT

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH DIREC.	CHORD
C1	25.35	100.00	14°31'19"	S08°07'48"W	25.28

BEARING	DISTANCE
N00°08'40"E	493.63
N74°36'33"W	594.28
S00°04'03"E	352.58
N89°35'19"E	241.26
S00°09'58"W	302.65
N89°37'48"E	330.94

PLAT CLOSURE

NORTH	SOUTH	EAST	WEST
493.6284	0.0000	1.2445	0.0000
157.7237	0.0000	0.0000	572.9677
0.0000	352.5798	0.4154	0.0000
1.7326	0.0000	241.2538	0.0000
0.0000	302.6487	0.0000	0.8774
2.1375	0.0000	330.9331	0.0000
655.2222	655.2285	573.8467	573.8451

NOTES

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

2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THEREFORE THERE MAY BE EASEMENTS THAT AFFECT THE PROPERTY THAT ARE NOT PLOTTED HEREON.

HORIZONTAL CONTROL

WASHINGTON STATE SOUTH ZONE, US SURVEY FEET, NAD 83. BASED ON THE CITY OF RICHLAND CONTROL FILE, GPS TIES WERE MADE TO 1766, 1797 CONTROL POINTS.

GROUND DISTANCES ARE SHOWN HEREON.

DESCRIPTION

LOT 9, BLOCK 5 OF THE PLAT OF BADGER HEIGHTS SUBDIVISION RECORDED IN VOLUME 5 OF PLATS AT PAGE 11, RECORDS OF BENTON COUNTY, WASHINGTON, TOGETHER WITH VACATED PORTION OF RIGHT-OF-WAY PER AF#1991-001885.

THAT PORTION OF THE EAST HALF OF LOT 4, BLOCK 5 OF THE PLAT OF BADGER HEIGHTS SUBDIVISION RECORDED IN VOLUME 5 OF PLATS AT PAGE 11, RECORDS OF BENTON COUNTY, WASHINGTON; BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 THENCE NORTH A DISTANCE OF 152.55 FEET, THENCE NORTHWESTERLY ALONG THE PROPERTY LINE A DISTANCE OF 250 FEET ALONG THE PROPERTY LINE, THENCE SOUTH A DISTANCE OF 219.5 FEET TO THE SOUTH LINE, THENCE EAST ALONG SOUTH PROPERTY LINE A DISTANCE OF 240.89 FEET TO A POINT OF BEGINNING TOGETHER WITH PORTION OF VACATED ROAD RIGHT OF WAY PER AF#1991-001885.

DERRICK C. INGALLS
STATE OF WASHINGTON
35882
REGISTERED
PROFESSIONAL LAND SURVEYOR
6/7/18

PRELIMINARY PLAT FOR
LCR CONST.

STRATTON SURVEYING & MAPPING, PC
313 NORTH MORAIN STREET
KENNEWICK, WA 99336
(509) 735-7364
FAX: (509) 735-6560
stratton@strattonsurvey.com

INDEX

¼ ¼	SEC	T.	R.
	22	09N	28E

5273PP1C.DWG	© 2018
DATE: 06/07/18	SHT. 1 OF 1
DRAWN BY: DCI	JOB # 5273

Exhibit 3

CITY OF RICHLAND
NOTICE OF APPLICATION AND PUBLIC HEARING
(S2017-104)

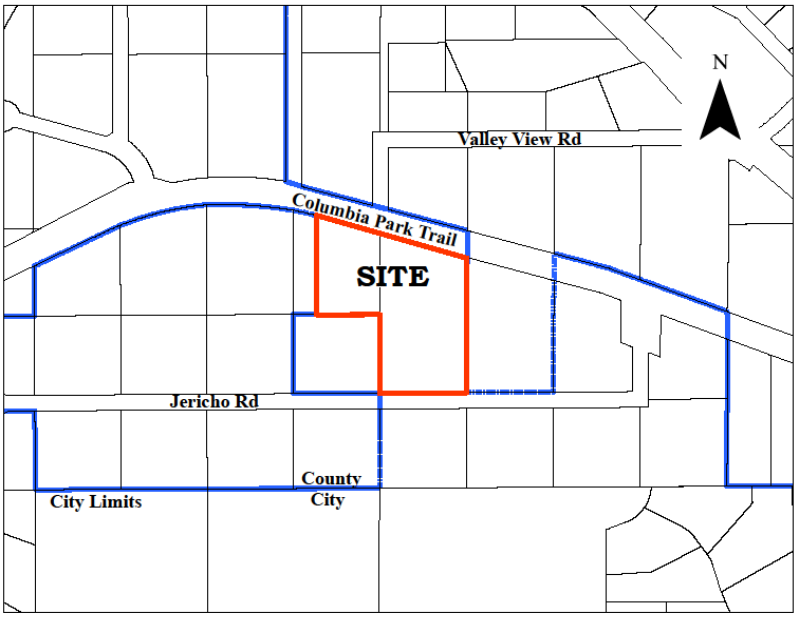
Notice is hereby given that Lee Petty on February 2, 2018, filed an application for preliminary plat approval to subdivide an approximately 6.14 acre site into 12 single family residential lots (Preliminary Plat of Columbia Park Trail Development). The proposed plat site is located on the south side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive. The proposed plat would have an average lot size of 17,730 square feet.

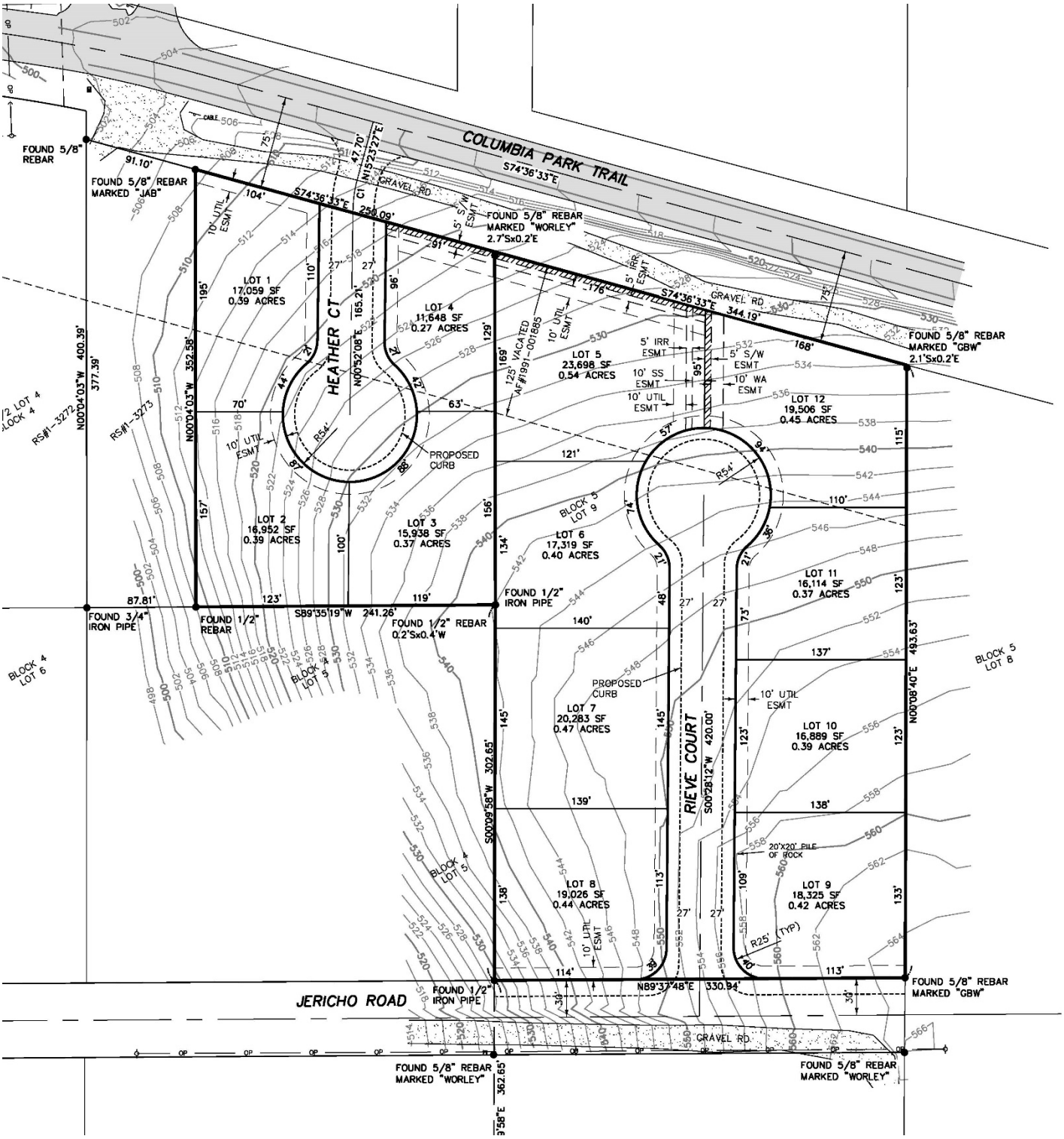
The Richland Hearings Examiner, on **Thursday, June 28, 2018**, will conduct a public hearing and review of the application at 6:00 p.m. in the Richland City Hall Council Chambers, 505 Swift Boulevard. All interested parties are invited to attend and present testimony at the public hearing.

Notice is also given that the City of Richland has issued a Determination of Non-Significance (DNS). An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request. This DNS is issued under WAC 197-11-340(2).

Any person desiring to express their views or to be notified of any decisions pertaining to this application should notify Shane O'Neill, Interim Planning Manager, 840 Northgate Drive, Richland, WA 99352. Comments may also be faxed to (509) 942-7764 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Friday, June 22, 2018 to be incorporated into the staff report. Comments received after that date will be entered into the record during 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.




COLUMBIA PARK TRAIL
S74°36'33"E
FOUND 5/8" REBAR
FOUND 5/8" REBAR MARKED "JAB"
91.10'
104'
250.09'
FOUND 5/8" REBAR MARKED "WORLEY" 2.7'Sx0.2'E
GRAVEL RD
344.19'
FOUND 5/8" REBAR MARKED "GBW" 2.1'Sx0.2'E
LOT 1 17,059 SF 0.39 ACRES
LOT 2 16,952 SF 0.39 ACRES
LOT 3 15,938 SF 0.37 ACRES
LOT 4 11,648 SF 0.27 ACRES
LOT 5 23,698 SF 0.54 ACRES
LOT 6 17,319 SF 0.40 ACRES
LOT 7 20,283 SF 0.47 ACRES
LOT 8 19,026 SF 0.44 ACRES
LOT 9 18,325 SF 0.42 ACRES
LOT 10 16,889 SF 0.39 ACRES
LOT 11 16,114 SF 0.37 ACRES
LOT 12 19,506 SF 0.45 ACRES
HEATHER CT
RIEVE COURT
S00°29'58"W 302.65'
S00°28'12"W 420.00'
N00°08'40"E 493.63'
N89°37'48"E 330.94'
S89°35'19"W 241.26'
FOUND 3/4" IRON PIPE
FOUND 1/2" REBAR
FOUND 1/2" REBAR 0.2'Sx0.4'W
FOUND 1/2" IRON PIPE
FOUND 5/8" REBAR MARKED "GBW"
FOUND 5/8" REBAR MARKED "WORLEY"
JERICHO ROAD
PROPOSED CURB
20'X20' PILE OF ROCK
R25' (TYP)
125' VACATED AF#1991-001885
BLOCK 4 LOT 6
BLOCK 5 LOT 8
BLOCK 4 LOT 5
BLOCK 5 LOT 9

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 4th day of June, 2018, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2017-104 at the following location:

The south side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive, Richland WA

Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 5th day of June, 2018 by SHANE O'NEILL.

OCTOBER L FOLLETT
Commission Expires
NOTARY
PUBLIC
11-01-2020
STATE OF WASHINGTON

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 7th day of June, 2018, I mailed a copy of the attached NOTICE OF APPLICATION, AND PUBLIC HEARING (S2017-104) to the attached list of individuals via regular USPS on the date indicated above. The application for preliminary plat approval to subdivide an approximately 6.14 acre site into 12 single family residential lots (Preliminary Plat of Columbia Park Trail Development). The proposed plat site is located on the south side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive. The Public Hearing will take place June 28, 2018.

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 7th day of June, 2018 by Kathy Anderson.

OCTOBER L FOLLETT
Commission Expires
NOTARY
PUBLIC
11-01-2020
STATE OF WASHINGTON

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

EA2017-18
COLUMBIA PARK TRAIL DEVELOPMENT
8 LOT PRE-PLAT

Exhibit 4

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

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

***Instructions for applicants*:**

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

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

Instructions for Lead Agencies:

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

Use of checklist for nonproject proposals:

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

A. Background

1. Name of proposed project, if applicable:
Columbia Park Trail Development

2. Name of applicant: Reive Realty, LLC

3. Address and phone number of applicant and contact person: 7009 Alsderman Rd Pasco Wa 99301 509-987-2747

4. Date checklist prepared: 11-7-17

5. Agency requesting checklist: City of Richland WA

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

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. No

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

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. Yes
Hearing examiner & council approval of preliminary and final plat & subsequent Right of Way and Building Permit approvals for home construction

10. List any government approvals or permits that will be needed for your proposal, if known. City Of Richland
Hearing examiner & council approval of preliminary and final plat & subsequent Right of Way and Building Permit approvals for home construction

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) Subdivide 1 parcel into 8 residential lots.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. Located off Columbia Park Trial near Qeeensgate rd. Richland Wa (S.E. 1/4 OF THE N.W. 1/4 OD SEC22, T.09N.,R.28.,W.M.,

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site:

(circle one): Flat, rolling, hilly, steep slopes, mountainous, other ___ROLLING , ,ROCKY_____

b. What is the steepest slope on the site (approximate percent slope)? 8.3%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat,
muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. Sany silts and rock, Basalt rock and cobble

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so,
describe. NONE

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. Residential lots, 6 ACRES.
Cut - 3224cy
Fill - 184cy
Net Cut - 3040cy

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. NO

g. About what percent of the site will be covered with impervious surfaces after project
construction (for example, asphalt or buildings)? 1/3

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

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. NONE

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

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

NA

3. **Water**

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including
year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. No

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described
waters? If yes, please describe and attach available plans. NO

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

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. NO

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. NO

6) Does the proposal involve any discharges of waste materials to surface waters? If so,
describe the type of waste and anticipated volume of discharge. NO

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. NO

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

NO

c. Water runoff (including stormwater):

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

NONE

2) Could waste materials enter ground or surface waters? If so, generally describe.
NO

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

NO

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

4. **Plants**

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

____deciduous tree: alder, maple, aspen, other
____evergreen tree: fir, cedar, pine, other
____shrubs
__x__grass
____pasture
____crop or grain
____ Orchards, vineyards or other permanent crops.
____ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
____water plants: water lily, eelgrass, milfoil, other
____other types of vegetation

b. What kind and amount of vegetation will be removed or altered? We will clear and grub road way.

c. List threatened and endangered species known to be on or near the site. NONE

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance
vegetation on the site, if any: NONE

e. List all noxious weeds and invasive species known to be on or near the site. NONE

5. **Animals**

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. NONE

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

Birds and Songbirds

b. List any threatened and endangered species known to be on or near the site. NONE

c. Is the site part of a migration route? If so, explain. Yes, Richland lies within the Pacific Flyway

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

e. List any invasive animal species known to be on or near the site. NONE

6. **Energy and Natural Resources**

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

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. NO

c. What kinds of energy conservation features are included in the plans of this proposal? NONE
List other proposed measures to reduce or control energy impacts, if any:

7. **Environmental Health**

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

proposal?
If so, describe. NO

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

NONE

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

NONE

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

NONE

4) Describe special emergency services that might be required.

NONE

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

NONE

b. Noise

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

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

3) Proposed measures to reduce or control noise impacts, if any: NONE

8. **Land and Shoreline Use**

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. HOUSEING, NO AFFECT

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? NO

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: NO

c. Describe any structures on the site. NONE

d. Will any structures be demolished? If so, what?
NO

e. What is the current zoning classification of the site? R.1.10. Low density residential

f. What is the current comprehensive plan designation of the site? Low density residential

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

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.
No

i. Approximately how many people would reside or work in the completed project?
Approximately 42 residents

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

None
k. Proposed measures to avoid or reduce displacement impacts, if any:

NA

L. Proposed measures to ensure the proposal is compatible with existing and projected land
uses and plans, if any:

PLAN REVIEW

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

NA

9. **Housing**

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

12

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

0

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

NA

10. **Aesthetics**

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

LESS THAN 20' Zoning permits homes up to 30' tall

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

NA

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

COVENANTS

11. **Light and Glare**

a. What type of light or glare will the proposal produce? What time of day would it mainly
occur? NONE

b. Could light or glare from the finished project be a safety hazard or interfere with views? NO

c. What existing off-site sources of light or glare may affect your proposal? NONE

d. Proposed measures to reduce or control light and glare impacts, if any: NONE

12. **Recreation**

a. What designated and informal recreational opportunities are in the immediate vicinity? NONE

b. Would the proposed project displace any existing recreational uses? If so, describe. NO

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

13. **Historic and cultural preservation**

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers ? If so, specifically describe. NO

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. NO

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

NA

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. NONE

14. **Transportation**

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

COLUMBIA PARK TRIAL

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

YES

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

NONE

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

YES, ADDED CURB GUTTER NAD SIDEWALK AND STREET LIGHTS

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

NO

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

TBD

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

NO

h. Proposed measures to reduce or control transportation impacts, if any: NO

15. **Public Services**

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

c. Proposed measures to reduce or control direct impacts on public services, if any.
ROAD WAY IMPROVEMENT

16. **Utilities**

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____ELECTRIC, GAS, WATER SEWER, TELEPHONE

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. ELECTRIC, GAS, WATER SEWER, TELEPHONE

C. Signature

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

Signature: Lee Petty

Name of signee Lee Petty

Position and Agency/Organization Owner

Date Submitted: 11/21/17

COMMUNITY DEVELOPMENT DEPARTMENT

THIS APPLICATION WAS REVIEWED BY THE PLANNING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT. ANY COMMENTS OR CHANGES MADE BY THE DEPARTMENT ARE ENTERED IN THE BODY OF THE CHECKLIST AND CONTAIN INITIALS OF THE REVIEWER

Reviewer Signature 11.21.17 Date

Exhibit 5

File No. EA2017-18

CITY OF RICHLAND
Determination of Non-Significance

Description of Proposal: A preliminary plat subdividing a 4.1-acre site into 8 residential lots for single-family construction

Proponent: Lee Petty (Columbia Park Trail Development)

Location of Proposal: The south side of Columbia Park Trail approximately 1,725 feet east of Queensgate Drive. Benton County tax parcel ID #: 1-22982020005009, generally, the southeast ¼ of the northwest ¼ of Section 22, Township 9 North, Range 28 East, W.M.

Lead Agency: City of Richland

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

( ) There is no comment for the DNS.

(X) This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal for fourteen days from the date of issuance, which is November 21, 2017. Public comments must be submitted by **December 6, 2017**.

( ) This DNS is issued after using the optional DNS process in WAC 197-11-355. There is no further comment period on the DNS.

Responsible Official: Shane O'Neill
Position/Title: Senior Planner
Address: P.O. Box 190, Richland, WA 99352
Date: November 21, 2017

Signature_____

Exhibit 7a

ADOPTION OF EXISTING ENVIRONMENTAL DOCUMENT

Adoption for **X DNS** ____EIS ____Other

Description of current proposal: *The preliminary plat of Columbia Park Trail Development.*

Proponent *Lee Petty (Columbia Park Trail Development LLC)*

Location of current proposal: *The south side of Columbia Park Trail approximately 1,700 feet east of Queensgate Drive*

Title of document being adopted: *Environmental Checklist and Determination of Non-Significance (EA2017-18)*

Agency that prepared document being adopted: *Columbia Park Trail Development LLC*

Date adopted document was prepared: *Checklist prepared on November 21, 2017; DNS prepared and issued on November 21, 2017*

Description of document (or portion) being adopted: *Determination of Non-Significance and environmental checklist for development of an 8-lot plat being adopted to apply to an additional 4 lots for a total of 12 lots.*

If the document being adopted has been challenged (WAC 197-11-630), please describe: *Not applicable*

The document is available to be read at (place/time) *The City of Richland Planning and Development Services Office, 840 Northgate, Richland during the hours of 8:00 a.m. to 5:00 p.m. Monday-Friday.*

We have identified and adopted this document as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decisionmaker.

Name of Agency adopted document: City *of Richland*

Responsible Official: *Shane O'Neill* Phone: *942-7587*

Position/Title: *Senior Planner*

Address: *P.O. Box 190, Richland, WA 99352*

Date: February 2, 2018 Signature: _____

Exhibit 6

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

December 1, 2017

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

Re: EA2017-18

Dear Mr. O'Neill:

Thank you for the opportunity to comment on the determination of nonsignificance for the subdivision of 4.1 acres into 8 residential lots, proposed by Columbia Park Trail Development. We have reviewed the documents and have the following comments.

WATER QUALITY

Dividing or platting a piece of property is often the first step in a proposed development. An NPDES Construction Stormwater Permit may be required if there is a potential for stormwater discharge from a construction site with disturbed ground. Ground disturbance includes all utility placements, and building or upgrading roads. The permitting process requires going through SEPA, developing a stormwater pollution prevention plan, submitting an application, and a 30-day public notice process. This may take 38-60 days. A permit and a stormwater plan are required prior to beginning ground-breaking activities. Please contact **Lloyd Stevens, Jr**. with the Department of Ecology, (509) 574-3991 or lloyd.stevensjr@ecy.wa.gov , with questions about this permit.

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must prevent soil from being carried by stormwater runoff into surface waters, or into stormwater drains that may discharge directly to surface water. Sand, silt, and soil will damage aquatic habitat and are considered pollutants.

Underground Injection Control
Drywells, and certain infiltration structures such as drain fields and French drains are regulated under 173-218 WAC Underground Injection Control Program. This program requires evaluation of construction standards, restrictions on types of discharges, registration of the structure through the UIC Program. Further information may be found on Ecology's website: http://www.ecy.wa.gov/programs/wq/grndwtr/uic/index.html, or, with an internet search for "Washington UIC"

If you have any questions or would like to respond to the Water Quality comments, please contact **Andrew Wargo** at (509) 454-7223 or email at andrew.wargo@ecy.wa.gov .

Sincerely,

Gwen Clear

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

7120

(S2017-104 – Columbia Part Trail Development)

RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
JUNE 14, 2018

APPLICANT: LEE PETTY

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 5.87 ACRES INTO 12 SINGLE-FAMILY RESIDENTIAL LOTS, (THE PLAT OF COLUMBIA PARK TRAIL DEVELOPMENT)

LOCATION: SOUTH SIDE OF COLUMBIA PARK TRAIL APPROXIMATELY 1,725 FEET EAST OF QUEENSGATE DRIVE

ENGINEER: TRI-CITY ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

1. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way construction permit prior to beginning utility work, per RMC Chapter 12.08. A permit fee in the amount equal to 3% of the construction costs of the work within the right-of-way or easement will be collected at the time the construction permit is issued. The permit fee shall be calculated using the City's "Construction Costs Estimating" table. The applicant shall be responsible for accurately identifying the items and quantities of work within his project. Any specialty construction items not covered by the City's estimating table shall require an itemized engineer's estimate stamped by a licensed Civil Engineer responsible for the project.

2. The project applicant shall also pay a plan review fee that will be charged every time another plan review of the project plans is required by the City. This fee is due upon completion of the plan review.

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. These permits shall be obtained prior to the City issuing its right-of-way construction permit for infrastructure construction.

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 City permit review and issuance.

5. 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. All final plans for public improvements shall be submitted prior to the pre-construction meeting in a 24" x 36" hardcopy format and also electronically in .PDF format. Addendums are not allowed; all information shall be supplied in the specified format. PDF copies of the construction plans are required prior to the pre-con meeting along with the requested multiple sets of paper drawings, the material submittals, and the contractor's insurance certificate naming the City as insured.

6. 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" document. The electronic as-built record drawings shall be submitted in a .dwg (AutoCAD) format compatible with the City's standard CAD software. Record drawings (including street light make & model) 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.

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

8. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of 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.

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 "811" 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-feet 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. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
    - M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
    - N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local City streets.
    - O. The minimum centerline radius for local City streets shall be 100-feet.
    - P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
    - Q. An overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
    - R. A detailed grading plan shall be included in the submitted plan set.
    - S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide

an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.

T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.

U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.

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

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

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

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

Z. 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.

AA. 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.).

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

15. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

16. If the City Fire Marshal requires a secondary emergency vehicle access, it shall be included in the construction plan set and be designed to the following standards:

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

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

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

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

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

Traffic & Streets:

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

19. The Columbia Park Trail frontage shall be completed to City standards at the time that the phase which constructs the lots adjacent to it are developed. Frontage improvements consist of curb, gutter and sidewalk, additional paving, provisions for storm drainage and also street lighting per City standards.

20. At the time of plat development the developer shall construct half street improvements along its frontage with the Jericho Road right of way. The paved width of the street shall not be less than twenty feet.

21. A portion of this development will use Jericho Road as its access. The developer shall construct a City standard rural section street between the east boundary of the project

and Shockley Road. This constructed street shall terminate in an intersection with Shockley Road. The intersection shall include City standard curb returns and pedestrian access ramps.

22. The proposed intersection of “Heather Court” and Columbia Park Trail shall be designed & constructed per City and AASHTO standards. Sight-distance and the vertical curve of Heather Court shall be taken into consideration during design. A sight-distance analysis of this new intersection will be required. If this intersection cannot be safely designed & constructed then Lots 1-4 should take access off of “Rieve Court”.

23. An 8-foot wide pedestrian easement shall be provided from “Rieve Court” to Columbia Park Trail. Skewing the property lines between Lots 3, 4, 5 & 6 could allow for this pathway to be a direct connection between the two cul-de-sac bulbs. This pedestrian pathway shall be constructed to ADA guidelines.

24. A ten-foot public utility easements along both the Jericho Road and the Columbia Park Trail Right-of-Ways shall be provided on the face of the final plat.

25. A note will be shown on the face of the final plat stating that Columbia Park Trail is classified as a “Minor Arterial” street. Subsequently, no driveways accessing single family lots will be allowed onto Columbia Park Trail.

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. All roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

28. 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:

29. The proposed preliminary plat is located within the Tapteal 1 water pressure zone. The City’s Comprehensive Water System Plan requires an 18-inch “Tapteal 1” transmission main be installed in Columbia Park Trail from the intersection of Windmill Road to Rockwood Drive. It shall be the responsibility of this development to extend this main from Windmill Road to Heather Court to supply domestic water for this plat. The project developer will be eligible for oversizing costs associated with this water main installation.

30. This project shall extend an 8-inch domestic water main to the Jericho Road right of way.

31. 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.

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

Sanitary Sewer:

33. The closest gravity-flow sanitary sewer available for this development is located in Columbia Park Trail approximately 700-feet to the west. It shall be the responsibility of the developer to extend a sewer main to this property to serve sanitary sewer at the time of plat construction.

34. 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.

35. Sanitary sewer shall be extended to the adjoining properties adjacent to the plat.

Storm Water:

36. Storm drainage systems that drain public right-of-way shall be designed & constructed to City standards. All storm drainage systems shall also 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.

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

38. This project will require coverage under the Washington State General NPDES Permit for Construction projects. The Developer shall be responsible for compliance with the permit conditions. The City has adopted revised standards affecting the construction of new stormwater facilities in order to comply with conditions of its NPDES General Stormwater Permit program. This project, and each phase thereof, shall comply with

the requirements of the City's stormwater program in place at the time each phase is engineered. The project will require detailed erosion control plans.

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

40. If any existing storm drainage or ground water seepage drains onto the proposed site, said storm drainage shall be considered an existing condition, and it shall be the responsibility of the property developer to design a system to contain or treat and release the off-site storm drainage.

41. If there are any natural drainage ways across the proposed pre-plat, the engineered construction plans shall address it in accordance with Richland Municipal code 24.16.170 ("Easements-watercourses").

42. Prior to or concurrent with the submittal of the first phase the developer shall provide a Geotechnical report including the percolation rate of the soils in the area of any storm retention ponds. If the project constructs a storm retention pond then the engineer will need to demonstrate that the pond will drain itself within 48 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 48 hours.

43. Stormwater collection pipes shall be extended to the adjoining properties adjacent to the plat.

44. 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.

45. 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 noted on the final plat(s).

46. The developer of record shall maintain the public storm drainage system for one year from the date of final acceptance by The City of Richland (as determined by the issuance

of the “Letter of Final Acceptance”). Said developer shall also thoroughly clean the entire system, including structures, pipelines and basins prior to the City warranty inspection, conducted 11 months after the Letter of Final Acceptance.

Final Platting / Project Acceptance Requirements:

47. 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.

48. 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.

49. 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.

50. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

51. 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.

52. 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.

53. All landscaped areas within the plat that are in the public Right of Way shall be the responsibility of the adjacent property owners to maintain.

54. A one-foot “No access / screening easement” will be required along the Columbia Park Trail Right of Way.

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

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

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

Exhibit 8

Northern, Inc.

Consulting Engineers Environmental Scientists Geologists
Construction Materials Testing Geophysical Services

GEOTECHNICAL ENGINEERING REPORT

PROPOSED RESIDENTIAL DEVELOPMENT
COLUMBIA PARK TRAIL
RICHLAND, WASHINGTON

GNN PROJECT NO. 217-848

AUGUST 2017

Prepared for

LCR CONSTRUCTION LLC
1128 COLUMBIA PARK TRAIL
RICHLAND, WA 99352

Prepared by

GN NORTHERN, INC.
CONSULTING GEOTECHNICAL ENGINEERS
KENNEWICK, WASHINGTON
(509) 734-9320

GN Northern, Inc.

At GN Northern our mission is to serve our clients in the most efficient, cost effective way using the best resources and tools available while maintaining professionalism on every level. Our philosophy is to satisfy our clients through hard work, dedication and extraordinary efforts from all of our valued employees working as an extension of the design and construction team.

August 14, 2017

LCR Construction LLC
1128 Columbia Park Trail
Richland, WA 99352

Attention: Lee Petty, Owner

Subject: Geotechnical Engineering Report
Proposed Residential Development
Columbia Park Trail
Richland, Washington

GNN Project No. 217-848

Mr. Petty,

As requested, GN Northern (GNN) has completed a geotechnical site investigation for the proposed residential development to constructed at the ~6-acre vacant site located on Columbia Park Trail in Richland, Washington.

Based on the findings of our subsurface study, we conclude that the site is suitable for the proposed construction provided that our geotechnical recommendations presented in this report are followed during the design and construction phases of the project.

This report describes in detail the results of our investigation, summarizes our findings and presents our recommendations concerning earthwork and the design and construction of foundation for the proposed project. It is important that GN Northern provide consultation during the design phase as well as field compaction testing and geotechnical monitoring services during the construction phase to review and monitor the implementation of the geotechnical recommendations.

If you have any questions regarding this report, please contact us at 509-248-9798.

Respectfully submitted,
GN Northern, Inc.

M. Yousuf Memon, EIT
Staff Engineer

Karl A. Harmon, LEG, PE
Senior Geologist/Engineer

Digitally signed by Karl A. Harmon
Date: 2017.08.14 14:30:06 -07'00'

KARL A. HARMON
STATE OF WASHINGTON
41534
REGISTERED
PROFESSIONAL ENGINEER
Expires 08/02/2019

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PURPOSE AND SCOPE OF SERVICES

This report has been prepared for the proposed residential development to constructed at the ~6-acre vacant site located on Columbia Park Trail in Richland, Washington; site location is shown on the *Vicinity Map* (Figure 1, Appendix I). Our investigation was conducted to collect information regarding subsurface soil/groundwater conditions and present recommendations for suitability of the subsurface materials to support the intended residential development and allowable bearing capacity for the proposed construction.

GN Northern, Inc. prepared this report for use by LCR Construction LLC and Tri-Cities Engineering, PLLC in the design and construction of the proposed development. Do not use or rely upon this report for other locations or purposes without the written consent of GN Northern, Inc.

Our study was conducted in general accordance with our *Proposal for Geotechnical Report and Infiltration Testing* dated June 21, 2017 and our understanding of the proposed project based on the information you provided; notice to proceed was provided on June 22, 2017 by Carrie Sullivan, Project Manager with LCR Construction in the form of a signed copy of the proposal.

A preliminary lot layout plan, along with a topographic survey, was provided by Mr. Zach Wright of Tri Cities Engineering PLLC via email on June 28, 2017. Field exploration, consisting of nine (9) test-pits, was completed on July 18, 2017. The exploratory test-pit locations are shown on the *Site & Exploration Map* (Figure 2, Appendix I). Detailed test-pit logs are presented in Appendix II, and results of our laboratory testing are presented in Appendix III.

This report has been prepared to summarize the data obtained during this study and to present our recommendations based on the proposed construction and the subsurface conditions encountered at the site. Results of the field exploration and laboratory testing were analyzed to develop recommendations for site development, earthwork, and foundation bearing capacity. Design parameters and a discussion of the geotechnical engineering considerations related to construction are included in this report.

PROPOSED CONSTRUCTION

Based on the preliminary information provided, we understand that the proposed development will include a total of twelve (12) subdivided lots, along with three (3) new roadways and associated infrastructure improvements. We understand that the lot sizes will range from 0.27-acre to 0.51-acre. Information regarding the proposed site grading for the new development, including proposed building pad grades, was not available at the time of this report.

We anticipate that the new residential structures will be one- to two-story, and will include of wood-frame construction with slab-on-grade. If these assumptions deviate from final project plans, GNN shall be contacted to review plans to provide revised recommendations if/as necessary. Structural loading information was not available at the time of this report. We expect light structural loading for proposed construction. Settlement tolerances for the structures are assumed to be limited to 1 inch, with differential settlement limited to ½ inch.

FIELD EXPLORATION

The field exploration was completed on July 18, 2017. A local public utility clearance was completed prior to the field exploration. Field exploration activities were coordinated with Mr. Lee Patty who also arranged for T-Tap Construction to excavate test-holes. Nine (9) exploratory test-pits were excavated using a CAT 320C excavator to depths ranging from approximately 1 to 5.5 feet below existing ground surface (BGS). All test-pits were terminated due to refusal on the fractured basalt bedrock. The test-pits were logged by a GNN field engineer. Three of the test-pit locations were initially suggested by Mr. Wright for soil infiltration testing; however, in light of the exposed soil/bedrock conditions, a determination was made regarding the unfeasible nature of soil infiltration testing. Upon completion, the test-pits were loosely backfilled with the excavated soils. Test-pit locations are shown on *Site & Exploration Map* (Figure 2, Appendix I).

The soils observed during our field exploration were classified according to the Unified Soil Classification System (USCS), utilizing the field classification procedures as outlined in ASTM D2488. A copy of the USCS Classification Chart is included in Appendix II. Photographs of the site and exploration are presented in Appendix IV. Depths referred to in this report are relative to

the existing ground surface elevation at the time of our investigation. The surface and subsurface conditions described in this report are as observed at the time of our field investigation.

LABORATORY TESTING

Representative samples of the exposed soils obtained from the test-pits, were selected for testing to determine the index properties of the subsurface soils in general accordance with ASTM procedures. The following laboratory tests were performed:

Table 1: Laboratory Tests Performed

Test	To determine
Particle Size Distribution (ASTM D6913)	Soil classification based on proportion of sand, silt, and clay-sized particles
Natural Moisture Content (ASTM D2216)	Soil moisture content indicative of in-situ condition at the time samples were taken

Results of the laboratory test are included on the test-pit logs and are also presented in graphic form in Appendix III attached to the end of the report.

SITE CONDITIONS

The 5.87-acre project site is located along the south side of Columbia Park Trail, generally southeast of the intersection with Valley View Road in the City of Richland, Washington. The site is currently spans over two (2) contiguous parcels identified by the Benton County Assessor as Parcel Numbers 122982020004013 & 122982020005009. The project site is generally surrounded by Columbia Park Trail to the north, and existing single-family residences on large acreage lots to the east, west and south. The site is situated in the northern ¼ of Section 22, Township 9 North and Range 28 East, Willamette Meridian, Benton County, Washington.

The vacant/undeveloped project site is generally covered with a moderate growth of native grass and brush. Surface bedrock outcrops are apparent throughout the site, and are most pronounced in the southern (elevated) portion of the site. An un-paved driveway extends along the northern site boundary and provides access to the adjacent residence to the east.

Surface topography at the site consists of a sloping hillside across the majority of the site. Based on the topographic survey provided, slope gradients along the hillside terrain range from less than

5% to maximum 25%. Surface elevations at the site range from ±508' along the western portion of northern half of the site, to ±565' near the southeastern corner of the site.

Regional Geology

The site is located in the Tri-Cities area of the Yakima Fold Belt region of the Columbia Basin Plateau. The subsurface stratigraphy of the region is comprised of a thick series of folded, Miocene-age flood basalt lava flows and interbedded sediments (collectively known as the Columbia River Basalt Group [CRBG]) overlain by unconsolidated deposits of late Miocene to recent age. In the Tri-Cities area, the uppermost layers of the CRBG are fractured basalt bedrock. Regionally, the top surface of the local basalt is known to slope to the northeast toward the Columbia River, although local variations exist in the area.

Based on the *Geologic Map of the Richland 1:100,000 Quadrangle, Washington* (Reidel, 1994), the site is primarily mapped as the Miocene age Ice Harbor Member [Mv_{sih}] of the Saddle Mountains Basalt (SMB), with the upper northwestern portion mapped as the Elephant Mountain Member [Mv_{sem}] of the SMB.

Seismic Considerations

As per the *2015 International Building Code* (IBC), a Site Class 'B' may be used for seismic design purposes (see Appendix VII). Site Class 'B' corresponds to 'rock'. The following site-specific design values may be used:

Table 2: IBC Design Response Spectra Parameters

Seismic Design Parameter	Value (unit)
S_s	0.418 (g)
S_1	0.161 (g)
F_a	1.000 (unitless)
F_v	1.000 (unitless)
SM_s	0.418 (g)
SM_1	0.161 (g)
SD_s	0.278 (g)
SD_1	0.107 (g)

S_s = MCE spectral response acceleration at short periods
S_1 = MCE spectral response acceleration at 1-second period
F_a = Site coefficient for short periods
F_v = Site coefficient for 1-second period
SM_s = MCE spectral response acceleration at short periods as adjusted for site effects
SM_1 = MCE spectral response acceleration at 1-second period as adjusted for site effects
SD_s = Design spectral response acceleration at short periods
SD_1 = Design spectral response acceleration at 1-second period

SUBSURFACE CONDITIONS

Based on the findings of our field exploration, the entire site is underlain by relatively shallow basalt bedrock. This condition is most evident by presence of numerous surface outcrops throughout the site, along with the exposed condition of the rock cut along the south side of Columbia Park Trail. The project site consists of a relatively thin veneer of near-surface sandy loess soils, up to ~2 feet in some areas. Soil overburden at the site primarily consists of gravelly/cobbly colluvium with silty sand matrix. These angular gravels and cobbles appeared to be relatively dense. This colluvium unit was noted to be thickest, extending to ~5.5 feet BGS, in test-pit TP-6 in the northeastern-most portion of the site, and also included some boulders in this area. Underlying the colluvial soils, the highly fractured and weathered surface of the basalt bedrock was encountered. Test-pit logs in Appendix II show detailed descriptions and stratification of the soils encountered.

NRCS Soil Survey

The soil survey map of the site prepared by the Natural Resources Conservation Service (NRCS) identifies the near surface site soils as *Burbank loamy fine sand, basalt substratum*. According to the NRCS map (Soil Survey, Appendix V), this unit generally consists of *excessively drained* materials. NRCS data indicates that the capacity of the most limiting layer in these soils to transmit water (Ksat) is *high* to *very high* (5.95 to 19.98 in/hr).

Groundwater

Groundwater was not encountered in the exploratory test-pits to a maximum depth of ~5.5 feet BGS. To further assist in our evaluation, we reviewed the Washington State Department of Ecology database of nearby well logs (see Appendix VI) to estimate groundwater levels in the vicinity. The well logs indicate groundwater to be on the order of 50 to 80 feet BGS. Groundwater levels will fluctuate with precipitation, irrigation, drainage, and regional pumping from wells. Groundwater will not be a factor in design and construction at this site.

CONCLUSIONS

Conditions imposed by the proposed development have been evaluated on the basis of the assumed elevations and engineering characteristics of the subsurface materials encountered in the exploratory test-pits, and their anticipated behavior both during and after construction. The following is a summary of our conclusions and professional opinions based on the data obtained from a review of selected technical literature and the site evaluation.

General

- Based on this geotechnical evaluation of the surface and subsurface conditions and our understanding of the proposed development, from a geotechnical perspective, it is our opinion that the site is suitable for the proposed development, provided the recommendations in this report are followed in the design and construction of the project.

- Final project plans, including proposed grading and finished elevations, were not provided at the time of this report. GNN shall be provided an opportunity to review final design plans to provide revised recommendations if/as necessary.

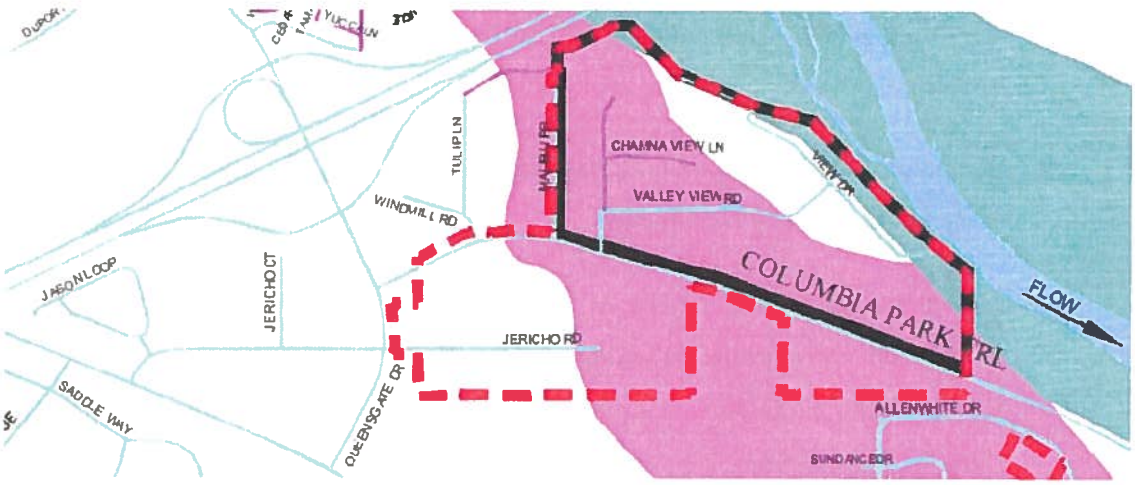
Geotechnical Constraints and Mitigation

- Based on the findings of our field exploration, the entire site is underlain by relatively shallow basalt bedrock. This condition is most evident by presence of numerous surface outcrops throughout the site, along with the exposed condition of the rock cut along the south side of Columbia Park Trail. Soil overburden at the site primarily consists a thin veneer of loess atop gravelly/cobbly colluvium with silty sand matrix.

- Groundwater was not encountered in the exploratory test-pits to a maximum depth of ~5.5 feet BGS. Nearby well logs indicate groundwater to be on the order of 50 to 80 feet BGS. Groundwater will not be a factor in design and construction at this site.

- The underlying geologic condition for seismic design is site class 'B'. The *minimum* seismic design should comply with the *2015 International Building Code* (IBC) and ASCE 07-10, *Minimum Design Loads for Buildings and Other Structures.*

- Although mapped as a *Geologic Hazard Area (Steep Slopes)* in the City of Richland Geological Sensitive Areas map (August 2013), we believe existing site slopes do not pose a geologic hazard due to presence of shallow bedrock throughout the site. The following is an except from the referenced map:



- Site-specific slope stability analysis was beyond the scope of this evaluation. However, due presence of relatively shallow bedrock conditions, the lightly-loaded nature of the proposed structures, along with relatively shallow existing site slope gradients, the stability of site slopes should not be a significant concern for this the project.

- Due to presence of shallow bedrock throughout the site, onsite underground stormwater disposal facilities using infiltration are generally considered unfeasible due to site constraints.

- Proposed building layout across the descending slope will call for cut-fill transitions beneath the building footprint. Foundations supported on variably thick cuts and fills and variable support conditions will result in a significant risk for differential settlement. We recommend all foundation elements should either be extended to bear completely on the competent bedrock surface (or atop engineered fill extending to the bedrock), or completely on the native gravelly soils with a thin granular leveling course. No footings shall rest partially on the soils and partially on bedrock surface.

- Rock excavation techniques will be necessary due to the presence of shallow bedrock across the entire site. Excavation with heavy duty tractor-mounted rippers may be possible in some open shallow excavations; pneumatic hammers or blasting may be required in areas of competent (less weathered) bedrock. A geophysical survey (seismic refraction) should be conducted in order to assess the rippability conditions of the subsurface basalt bedrock.

- Site grading shall incorporate the requirements of IBC 2015 Appendix J as adopted by City of Richland Building Department.

- The proposed homes should be sited to include sufficient setbacks from slopes in accordance with appropriate building codes (IBC 2015, Chapter 18: *Soils and Foundations*, Section 1804: *Excavation, Grading, and Fill*, Section 1808: *Foundations*, and subsection 1808.7: *Foundations on or adjacent to slopes* (specifically subsection 1808.7.2: *Foundation setback from descending slope surface*)).

- Pavement section for the proposed residential streets shall conform to the City of Richland typical section for street and roads. The subgrade and base materials shall be compacted to minimum 95% of ASTM D1557.

- The onsite sandy soils, free of excessive deleterious materials including roots and organic matter, are generally suitable for reuse as engineered fill and utility trench backfill.

- The near-surface loess soils are susceptible to wind and water erosion when exposed during grading operations. Preventative measures and appropriate BMPs to control runoff and reduce erosion should be incorporated into site grading plans.

PRELIMINARY GEOTECHNICAL RECOMMENDATIONS

The preliminary geotechnical recommendations presented in this report are predicated upon a program of appropriate monitoring and testing of the site grading activities by a representative of our Geotechnical-Engineer-of-Record (GER). The following sections are intended to reduce the potential earthwork related risks at this site.

Site Development – Grading

Site grading shall incorporate the requirements of IBC 2015 Appendix J as adopted by City of Richland Building Department. The project GER or a representative of the GER should observe site clearing, grading, and the bottoms of excavations before placing fills. Local variations in soil conditions may warrant increasing the depth of over-excavation and recompaction. Seasonal weather conditions may adversely affect grading operations. To improve compaction efforts and prevent potential pumping and unstable ground conditions, we suggest performing site grading during dryer periods of the year.

Soil conditions shall be evaluated by in-place density testing, visual evaluation, probing, and proof-rolling of the imported fill and re-compacted on-site soil as it is prepared to check for compliance with recommendations of this report. A moisture-density curve shall be established in accordance with the ASTM D1557 method for all onsite soils and imported fill materials used as structural fill.

Clearing and Grubbing: At the start of site grading, areas of proposed improvements should be cleared of existing vegetation, large roots, non-engineered fill, construction debris, trash, and any abandoned underground utilities. The surface should be stripped of organic growth and removed from the construction area. Depth of stripping may be reduced through real-time observation during clearing activities. Areas disturbed during clearing should be properly backfilled and compacted as described below.

Re-Use of Onsite Soils as Engineered Fill: The native sandy soil may be suitable for use as engineered fill and utility trench backfill, provided it is free of significant organic or deleterious matter, and rocks greater than 3 inches. The native sandy soil should be placed in maximum 8-inch lifts (loose) and compacted to at least 95% relative compaction (ASTM D1557) near its optimum moisture content. The fine-grained sandy soils will require compaction to be performed within a strict range of ±2% of optimum moisture to achieve the proper degree of compaction. Compaction should be verified by testing.

Use of Imported Soils as Engineered Fill: If needed, imported fill soils should be non-expansive, granular soils meeting the USCS classifications of SM, SP-SM & SW-SM with a maximum rock

size of 3 inches, minimum 70% passing the No. 4 sieve, and 5 to 25% passing the No. 200 sieve. The GER should evaluate the import fill soils before hauling to the site. However, because of the potential variations within the borrow source, import soil will not be prequalified by GNN. The imported fill should be placed in lifts no greater than 8 inches in loose thickness and compacted to at least 95% of the maximum dry density (ASTM D1557) near optimum moisture content.

Foundation Subgrade Preparation

Based on the findings of our exploration, a relatively thin veneer of loose sandy loess is present at the site overlying gravelly/cobbly colluvium atop the fractured surface of the basalt bedrock at varying depths. Due to the variability of subsurface conditions and depth to transition from soil to bedrock, foundation subgrade preparations will need to be tailored based on structure- and site-specific conditions. We anticipate that foundation excavations will encounter the underlying fractured bedrock across majority of the site, with a few lots near the northeastern portion of the site exposing the gravelly/cobbly soils.

To improve overall bearing capacity and reduce the potential for settlement of proposed structures and site improvements, we recommend either extending foundation elements down to the local bedrock unit, or constructing all the foundations of a given structure atop the native gravelly/cobbly soils with a thin leveling course. Foundations shall not constructed on the near-surface fine-grained loess soils as these soils exhibit collapse potential. The area of subgrade preparation and compaction efforts should extend laterally a minimum of 2 feet beyond each side of proposed footings.

Subgrade Condition 1: Where the depth to bedrock is shallower than approximately 2- to 3- feet BGS (generally anticipated throughout the majority of the site), proposed foundations may be supported directly on the competent bedrock unit. The bottom of the over-excavation shall expose the competent basalt bedrock and the over-ex bottom shall be confirmed by a representative of our Geotechnical Engineer. In areas where protruding rock is encountered in the foundation excavations, we recommend placing 3 to 4 inches of leveling course.

Subgrade Condition 2: Where the depth to bedrock exceeds approximately 3- to 4-feet BGS (generally anticipated in the northeastern portions of the site), proposed foundations may be supported on the recompacted native gravelly soils. To reduce the potential for settlement, we

recommend over-excavation to a minimum of 6-inches below bottom of the proposed footing level (min. 2.5 feet below existing grade). The exposed gravelly soils at bottom of the over-excavation should be proof-compacted to a dense and non-yielding surface. After a suitable subgrade is confirmed by a representative of the GER, we recommend placing minimum 6-inch thick leveling course of 1½-inch minus imported crushed rock structural fill beneath all foundations (see *Imported Crushed Rock Structural Fill* section). Crushed rock structural fill shall be placed in accordance with the recommendations of the *Compaction Requirements for Structural Fill* section of this report. Compaction must be verified using a calibrated nuclear density gauge in accordance with ASTM D6938.

Temporary Excavation

It shall be the responsibility of the contractor to maintain safe temporary slope configurations since the contractor is at the job site, able to observe the nature and conditions of the slopes, and able to monitor the encountered subsurface conditions. Unsupported vertical cuts deeper than 4 feet are not recommended if worker access is necessary. The cuts shall be adequately sloped, shored or supported to prevent injury to personnel from caving and sloughing. The contractor and subcontractors shall be aware of, and familiar with, applicable local, state and federal safety regulations including the current OSHA Excavation and Trench Safety Standards, and OSHA Health and Safety Standards for Excavations, 29 CFR Part 1929, or successor regulations.

It is our opinion that the soil encountered at the site, overlying the bedrock, is classified as Type C soils. For excavation planning purposes, we recommend that temporary, unsupported, open cut slopes shall be no steeper than 1.5 feet horizontal to 1.0 feet vertical (1.5H:1V) in Type C soils. No heavy equipment should be allowed near the top of temporary cut slopes unless the cut slopes are adequately braced. Final (permanent) fill slopes should be graded to an angle of 2H:1V or flatter. We recommend that permanent slopes be hydroseeded and/or planted with vegetation after construction. Where unstable soils are encountered, flatter slopes may be required. We recommend protecting slopes with waterproof covering during periods of wet weather to reduce sloughing and erosion.

The native sandy soil and gravelly colluvium will be prone to caving and sloughing in open excavations. Rock excavation techniques will be necessary due to the presence of shallow bedrock

across the entire site. Excavation with heavy duty tractor-mounted rippers may be possible in some open shallow excavations; pneumatic hammers or blasting may be required in areas of competent (less weathered) bedrock. A geophysical survey (seismic refraction) should be conducted in order to assess the rippability conditions of the subsurface basalt bedrock.

Utility Excavation, Pipe Bedding and Trench Backfill

To provide suitable support and bedding for the pipe, we recommend the utilities be founded on suitable bedding material consisting of clean sand and/or sand & gravel mixture. Pipe bedding should provide a firm uniform cradle for support of the pipes. A minimum 4-inch thickness of bedding material beneath the pipe should be provided. Prior to installation of the pipe, the pipe bedding should be shaped to fit the lower part of the pipe exterior with reasonable closeness to provide uniform support along the pipe. Pipe bedding material should be used as pipe zone backfill and placed in layers and tamped around the pipes to obtain complete contact. To protect the pipe, bedding material should extend at least 6 inches above the top of the pipe.

Placement of bedding material is particularly critical where maintenance of precise grades is essential. Backfill placed within the first 12 inches above utility lines should be compacted to at least 90% of the maximum dry density (ASTM D1557), such that the utility lines are not damaged during backfill placement and compaction. In addition, rock fragments greater than 1 inch in maximum dimension should be excluded from this first lift. The remainder of the utility excavations should be backfilled and compacted to 95% of the maximum dry density as determined by ASTM D1557.

Native sandy soils are considered suitable for utility trench backfill provided they are free of oversize material and can be adequately compacted. All excavations should be wide enough to allow for compaction around the haunches of pipes and underground tanks.

Compaction of backfill material should be accomplished with soils within ±2% of their optimum moisture content in order to achieve the minimum specified compaction levels recommended in this report. However, initial lift thickness could be increased to levels recommended by the manufacturer to protect utilities from damage by compacting equipment.

We recommend that utility trenching, installation, and backfilling conform to all applicable federal, state, and local regulations including Oregon OSHA for open excavations.

Imported Crushed Rock Structural Fill (Leveling Course)

Structural gravel fill shall consist of imported, well-graded, crushed aggregate material meeting the grading requirements of Washington State Department of Transportation (WSDOT) Standard Specification 9-03.9(3) (3/4-inch minus Top Course Material) presented here:

Table 3: WSDOT Standard Spec. 9-03.9(3) (3/4" minus Top Course)

Sieve Size	Percent Passing (by Weight)
3/4 Inch Square	99 - 100
1/2 Inch Square	80 - 100
U.S. No. 4	46 - 66
U.S. No. 40	8 - 24
U.S. No. 200	Less than 10

A fifty (50) pound sample of each imported fill material shall be collected by GNN personnel prior to placement to ensure proper gradation and establish the moisture-density relationship (proctor curve).

Compaction Requirements for Structural Fill

All fill or backfill shall be approved by a representative of the GER, placed in uniform lifts, and compacted to a minimum 95% of the maximum dry density as determined by ASTM D1557. The compaction effort must be verified by a representative of the GER in the field using a nuclear density gauge in accordance with ASTM D6938. The thickness of the loose, non-compacted, lift of structural fill shall not exceed 10 inches for heavy-duty compactors or 4 inches for hand operated compactors...

Foundation Bearing Support Zone and Allowable Bearing Capacity

To provide a uniform bearing support and minimize the potential for total and differential settlement, we recommend that foundations shall bear on subgrade prepared using one of the two options described in the *Foundation Subgrade Preparation* section. Foundation subgrade preparations and crushed rock structural fill shall extend laterally a minimum distance of two (2) feet beyond the outer edge of footings. Provided foundations are constructed in accordance with the recommendations of this report, the following parameters may be used for foundation design:

Table 4: Recommended Foundation Design Parameters

Parameter	Value
Allowable Bearing Capacity [1]	**4,000 psf** (Subgrade Condition 1) **2,500 psf** (Subgrade Condition 2)
Min. Footing Embedment for Frost Protection	24 inches [2]

[1] value based on min. factor of safety of 3; applies to dead loads plus design live loads; may be increased by 33% for short-term (transient) loading events
[2] applicable to exterior footings only

We estimate the total settlement for footings constructed on structural fill as recommended herein to be less than 1-inch, with differential settlement less than half that magnitude.

Lateral forces on foundations from short term wind and seismic loading would be resisted by friction at the base of foundations and passive earth pressure against the buried portions. We recommend a passive earth pressure for the compacted onsite soil of **250 pcf**. This lateral foundation resistance value includes a factor of safety of 1.5. We recommend a coefficient of friction of **0.45** be used between cast-in-place concrete and imported crushed rock fill. An appropriate factor of safety should be used to calculate sliding resistance at the base of footings.

Slab-on-Grade Floors

We recommend placing a minimum 6-inch layer of crushed aggregate fill beneath all slabs. The material shall meet the WSDOT Specification 9-03.9 (3), "Crushed Surfacing Top Course", with less than 5 percent passing the No. 200 sieve (fines). The crushed rock material shall be compacted to at least 95% of the maximum dry density as determined by the ASTM D1557 method. Prior to placement of crushed aggregate fill, the subgrade soils shall be proof-rolled to a non-yielding surface (where applicable). Where near-surface sandy loess soils are encountered within the building envelope, the loess soils shall be removed and the over-ex shall be backfilled with suitable onsite soils placed as engineered fill compacted to 95% of the maximum dry density as determined by the ASTM D1557.

Control joints should be provided in all concrete slabs-on-grade at a maximum spacing of 36 times the slab thickness (12 feet maximum on-center, each way) as recommended by American Concrete Institute (ACI) guidelines. All joints should form approximately square patterns to reduce the potential for randomly oriented shrinkage cracks. Construction joints in the slabs should be tooled at the time of the concrete placement or saw cut (¼ of slab depth) as soon as practical but not more

than 8 hours from concrete placement. Construction (cold) joints should consist of thickened butt joints with ½-inch dowels at 18-inches on center or a thickened keyed-joint to resist vertical deflection at the joint. These procedures will reduce the potential for randomly oriented cracks, but may not prevent them from occurring.

An appropriate vapor retarder (polyethylene liner) shall be used in all areas receiving moisture sensitive resilient flooring/VCT where prevention of moisture migration through slab is essential. If a vapor retarder is used we recommend placing a sand layer over the vapor retarder and immediately below the slab to promote proper curing and protect the vapor retarder during rebar placement. The architect shall determine the need and use of a vapor retarder and sand layer.

Slope Grading

Properly constructed cut or fill slopes can be safely developed at gradients as steep as 2H:1V, provided the recommendations in this report are followed during design and construction.

The project GER should observe all construction cuts to inspect for adverse geologic conditions and make appropriate recommendations based on the exposed conditions. BMPs to control erosion on all graded slopes will be required. Landscaping should take into consideration the engineering characteristics of the slopes, especially with regards to the surficial stability of the slopes.

Fill Slopes

Fill slopes should be constructed at a maximum slope of 2H:1V. Fill slopes should be constructed with suitable structural fill soil that has been properly moisture conditioned and compacted as recommended in this report. Fill slopes should be overfilled and trimmed back to uniformly compacted material. The final slope surface should be track-walked or grid rolled to improve the slope's resistance to erosion.

Where fill slopes or stabilization fill slopes are to be constructed on natural slopes steeper than 5V:1H, the fill should be keyed and benched into firm natural soil. Keyways for all slopes, greater than 5 feet in height, should be cut into firm natural soil. This helps ensure a good bond between the existing native soil and new fill, and to eliminate a plane of weakness at the interface. Before engineered fill is placed, the key should be observed by a representative of the GER, to observe compliance with the above recommendations. It is recommended that the GER, or their

representatives, be present during the fill construction to observe compliance with the above recommendations.

Compacted fill slopes shall be overbuilt and cut back to grade, exposing the firm, compacted fill inner core. The actual amount of overbuilding should vary as field conditions dictate. The degree of overbuilding should be increased until the desired compacted slope surface condition is achieved. Care should be taken by the contractor to provide thorough mechanical compaction to the outer edge of the overbuilt slope surface. Fill placement should proceed in thin lifts (8-12 inch loose thickness, depending upon compaction equipment). Each lift should be moisture-conditioned and thoroughly compacted. The desired moisture condition (±2% of optimum) should be maintained during the period between successive lifts, and each lift should be tested to ascertain that desired compaction is being achieved.

At intervals not exceeding 4 feet in vertical slope height or the capability of available equipment, whichever is less, fill slopes should be thoroughly back-rolled utilizing conventional equipment. Care should be taken to maintain the desired moisture conditions as needed prior to back-rolling. Upon achieving final grade, the slopes should again be moisture conditioned and thoroughly back-rolled. The use of a side boom roller may be necessary as well as vibratory methods. Without delay, the slopes should then be grid-rolled to achieve a relatively smooth surface and uniformly compact condition. Slope construction procedures shall be monitored, and moisture and density tests shall be taken at regular intervals.

Cut Slopes

Cut slopes in soil materials should be constructed at a maximum slope of 2H:1V. Cut slopes in the basalt bedrock should be stable at gradients of 1H:1V or steeper. It is recommended that the GER, or their representatives, should monitor cut slopes during construction, to check for adverse geologic features exposed within the cut face.

Slope Protection and Maintenance

Proper slope protection and maintenance should help minimize slope erosion and improve the stability of the project slopes. The project soils are prone to erosion and will require protection and maintenance.

Positive drainage should be provided at the tops of all slopes to divert runoff away from the face. Swales constructed in native soils should be lined with suitable non-erosive material. Erosion protection should be provided, especially where concentrated runoff is anticipated.

A qualified Landscape Architect should provide recommendations for slope planting. As the exposed site soils are susceptible to erosion, it is required that erosion control measures, such as planting, erosion control blankets or fabrics, sprayed tackifiers, or some combination of these, be utilized on all slopes within this project. Landscaping should take into consideration the engineering characteristics of the slopes, especially with regards to the surficial stability.

GENERAL CONSIDERATIONS FOR DESIGN AND CONSTRUCTION

Foundation bearing soils shall be constructed as recommended herein. GN Northern shall review significant changes in design (i.e. grade changes, partial cut and partial fill grade, new cuts greater 4 feet, swimming pools and/or daylight basements) not mentioned in this report. The aforementioned conditions shall be brought to the attention of the geotechnical engineer immediately for further recommendations, if necessary. Changes to the building assumptions discussed in (but not limited to) the "Proposed Construction" section of this report not brought to our attention shall fall outside of the purpose and scope of this report.

The following information provides general design considerations based on the soil conditions encountered during exploration and reconnaissance. GN Northern should review grading plans in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications, and determine if any supplemental geotechnical work may be necessary prior to issuing building permits.

To provide an adequate foundation for the proposed structures, the following minimum parameters shall also be followed during construction:

- In accordance with Chapter 4 of the IRC (Section R403.1), the lot shall be graded to drain surface water away from foundations. The minimum grade shall fall at least 6 inches within 10 feet of the foundation wall (2.5%). If slopes prohibit this fall rate then swales or drains shall be constructed to divert water away from the structure.

- Grades should be developed that do not allow runoff from the driveway to flow toward the structures.
- Finished constructed slopes should not be steeper than 2H:1V for cut and fill slopes in soil materials. If retaining walls are required in excess of 4 feet in height, they should be engineered to aid in long term performance and appropriate safety factors.
- Exterior foundations shall extend 12 inches plus 2 percent above the street gutter, except as permitted by the building official.
- Setbacks from ascending and descending slopes shall be based on the specific slope height at Height/2 (H/2). Setback distance for descending slopes shall be measured from the outer edge of the footings to the slope crest. In accordance with IBC 2015 Section 1808.7, footings on or adjacent to slope surfaces shall be founded in firm material with embedment and setback from the slope surface sufficient to provide vertical and lateral support for the footing without detrimental settlement.
- Foundation walls shall not be backfilled until the wall has sufficient strength or has been anchored to the floor above. Backfill shall be placed in lifts not exceeding 4 inches loose and compacted with a hand operated compaction device.
- Under-floor space ventilation shall be critical and should adhere to the IRC Section R408 requirements or City of Richland requirements, whichever is more restrictive.

Retaining Walls

Retaining walls allowed to deflect may be designed for an active, equivalent fluid pressure of 31 psf per foot of depth, using the onsite native sandy soils. Retaining walls restrained from movement (basement walls) may be designed using an at-rest, equivalent fluid pressure of 50 psf per foot of depth.

The earth pressures presented above assume that no surcharge loads exist, that the backfill is level, that the retaining walls are backfilled with granular material and include a footing drain, and will not develop hydrostatic pressures. The project structural engineer should be responsible for the design of structural elements such as basement walls and footing considering the actual structural loading conditions in conjunction with the geotechnical parameters provided in the report.

Surface Drainage

With respect to surface water drainage, we recommend that the ground surface be sloped to drain away from the structure. Final exterior site grades shall promote free and positive drainage from the building areas. Water shall not be allowed to pond or to collect adjacent to foundations or within the immediate building area. We recommend that a gradient of at least 3% for a minimum distance of 10 feet from the building perimeter be provided, except in paved locations. In paved areas, a minimum gradient of 1% should be provided unless provisions are included for collection/disposal of surface water adjacent to the structure. All surface water such as that coming from roof downspouts and catch basins be collected in tight drain lines and carried to a suitable discharge point, such as a storm drain system. Surface water and downspout water should not discharge into a perforated or slotted subdrain, nor should such water discharge onto the ground surface adjacent to the building. Cleanouts should be provided at convenient locations along all drain lines.

ADDITIONAL SERVICES

GNN recommends that the Client should maintain an adequate program of geotechnical consultation, construction monitoring, and soils testing during the final design and construction phases to monitor compliance with GNN's geotechnical recommendations. Maintaining GNN as the geotechnical consultant from beginning to end of the project will provide continuity of services. If GN Northern, Inc. is not retained by the owner/developer and/or the contractor to provide the recommended geotechnical inspections/observations and testing services, the geotechnical engineering firm or testing/inspection firm providing tests and observations shall assume the role and responsibilities of Geotechnical Engineer-of-Record.

GNN can provide construction monitoring and testing as additional services. The costs of these services are not included in our present fee arrangement, but can be obtained from our office. The recommended construction monitoring and testing includes, but is not necessarily limited to, the following:

- Consultation during the design stages of the project.
- Review of the grading and drainage plans to monitor compliance and proper implementation of the recommendations in GNN's Report.
- Observation and quality control testing during site preparation, grading, and placement of engineered fill as required by the local building ordinances.
- Geotechnical engineering consultation as needed during construction

LIMITATIONS OF THE GEOTECHNICAL ENGINEERING REPORT

This GEOTECHNICAL ENGINEERING REPORT ("Report") was prepared for the exclusive use of the Client. GN Northern, Inc.'s (GNN) findings, conclusions and recommendations in this Report are based on selected points of field exploration, laboratory testing, and GNN's understanding of the proposed project at the time the Report is prepared. Furthermore, GNN's findings and recommendations are based on the assumption that soil, rock and/or groundwater conditions do not vary significantly from those found at specific exploratory locations at the project site. Variations in soil, bedrock and/or groundwater conditions could exist between and beyond the exploration points. The nature and extent of these variations may not become evident until during or after construction. Variations in soil, bedrock and groundwater may require additional studies, consultation, and revisions to GNN's recommendations in the Report.

In many cases the scope of geotechnical exploration and the test locations are selected by others without consultation from the geotechnical engineer/consultant. GNN assumes no responsibility and, by preparing this Report, does not impliedly or expressly validate the scope of exploration and the test locations selected by others.

This Report's findings are valid as of the issued date of this Report. However, changes in conditions of the subject property or adjoining properties can occur due to passage of time, natural processes, or works of man. In addition, applicable building standards/codes may change over time. Accordingly, findings, conclusions, and recommendations of this Report may be invalidated, wholly or partially, by changes outside of GNN's control. Therefore, this Report is subject to review and shall not be relied upon after a period of one (1) year from the issued date of the Report.

In the event that any changes in the nature, design, or location of structures are planned, the findings, conclusions and recommendations contained in this Report shall not be considered valid unless the changes are reviewed by GNN and the findings, conclusions, and recommendations of this Report are modified or verified in writing.

This Report is issued with the understanding that the owner or the owner's representative has the responsibility to bring the findings, conclusions, and recommendations contained herein to the

attention of the architect and design professional(s) for the project so that they are incorporated into the plans and construction specifications, and any follow-up addendum for the project. The owner or the owner's representative also has the responsibility to verify that the general contractor and all subcontractors follow such recommendations during construction. It is further understood that the owner or the owner's representative is responsible for submittal of this Report to the appropriate governing agencies. The foregoing notwithstanding, no party other than the Client shall have any right to rely on this Report and GNN shall have no liability to any third party who claims injury due to reliance upon this Report, which is prepared exclusively for Client's use and reliance.

GNN has provided geotechnical services in accordance with generally accepted geotechnical engineering practices in this locality at this time. GNN expressly disclaims all warranties and guarantees, express or implied.

Client shall provide GNN an opportunity to review the final design and specifications so that earthwork, drainage and foundation recommendations may be properly interpreted and implemented in the design and specifications. If GNN is not accorded the review opportunity, GNN shall have no responsibility for misinterpretation of GNN's recommendations.

Although GNN can provide environmental assessment and investigation services for an additional cost, the current scope of GNN's services does not include an environmental assessment or an investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air on, below, or adjacent to the subject property.

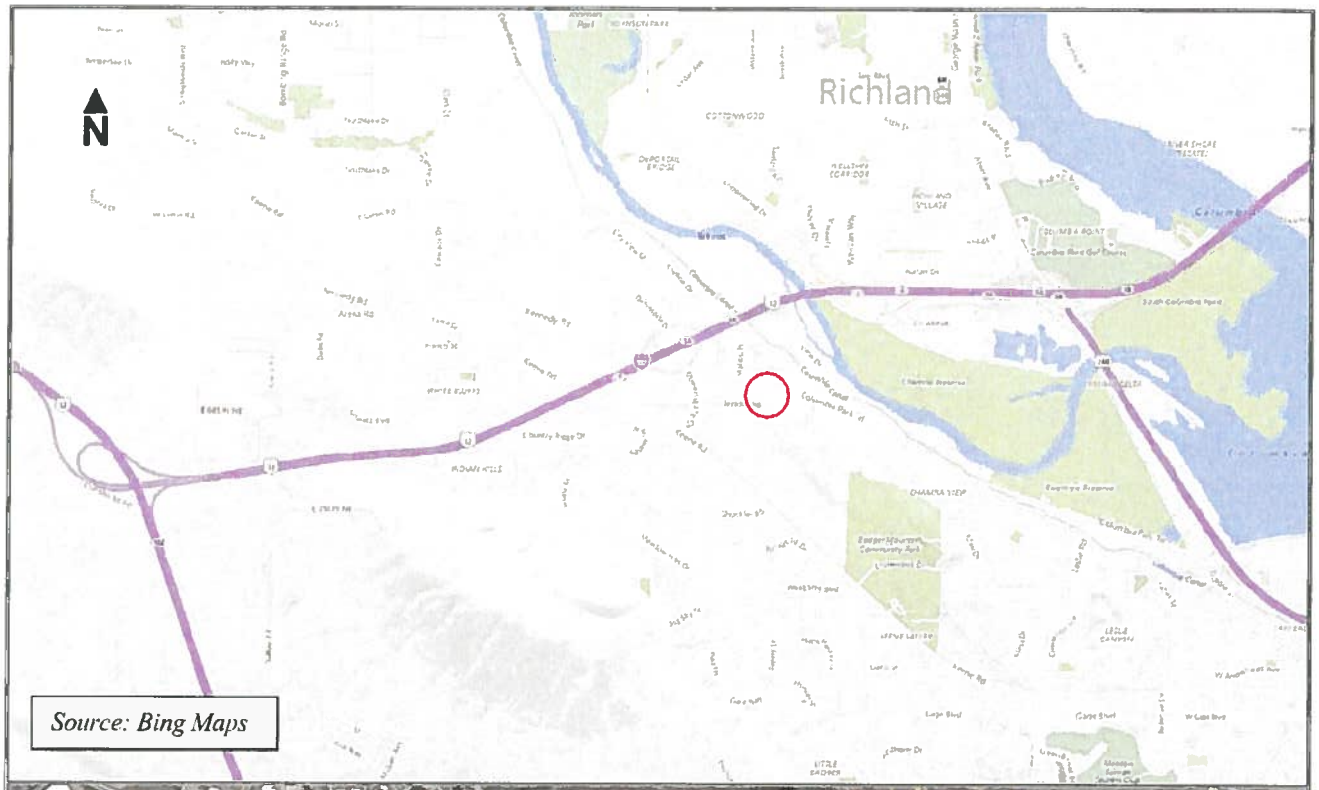
APPENDICES

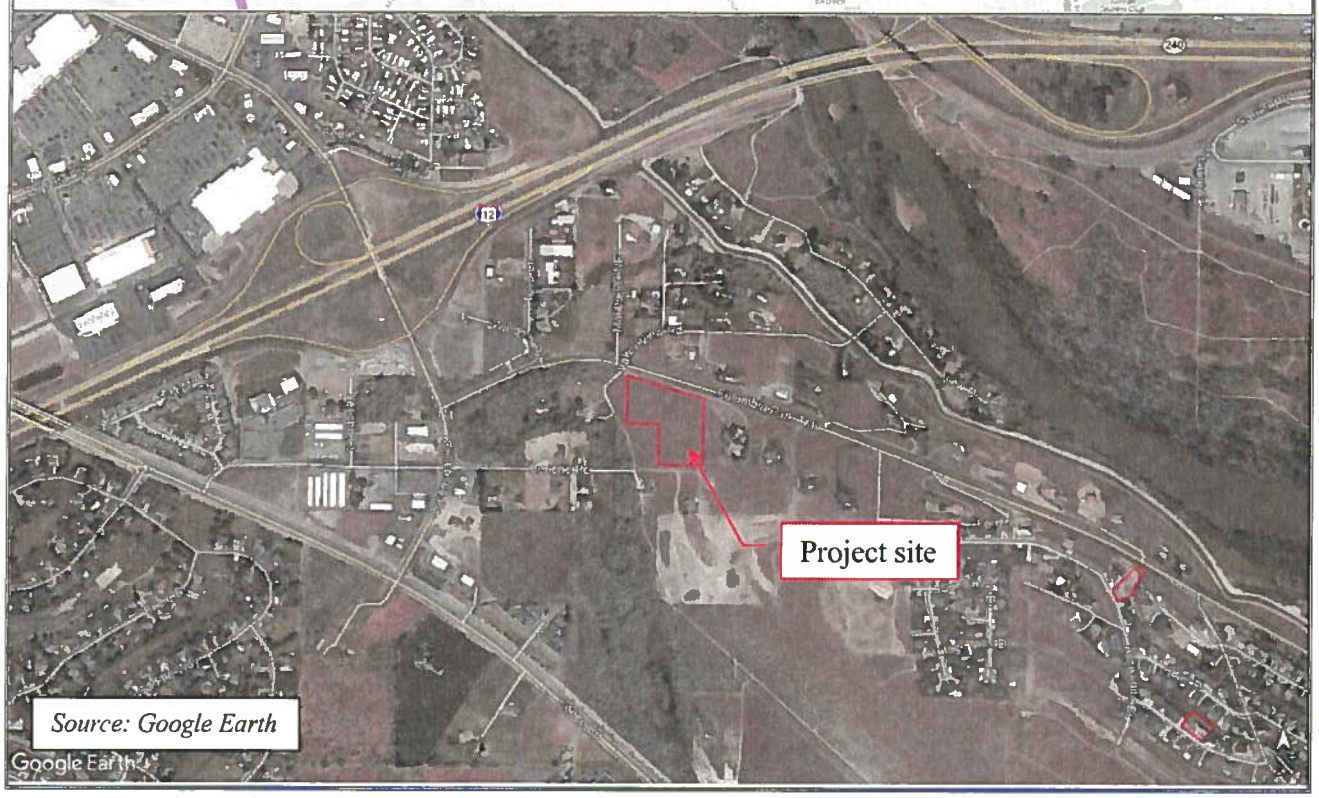
Northern, Inc.

Appendix I

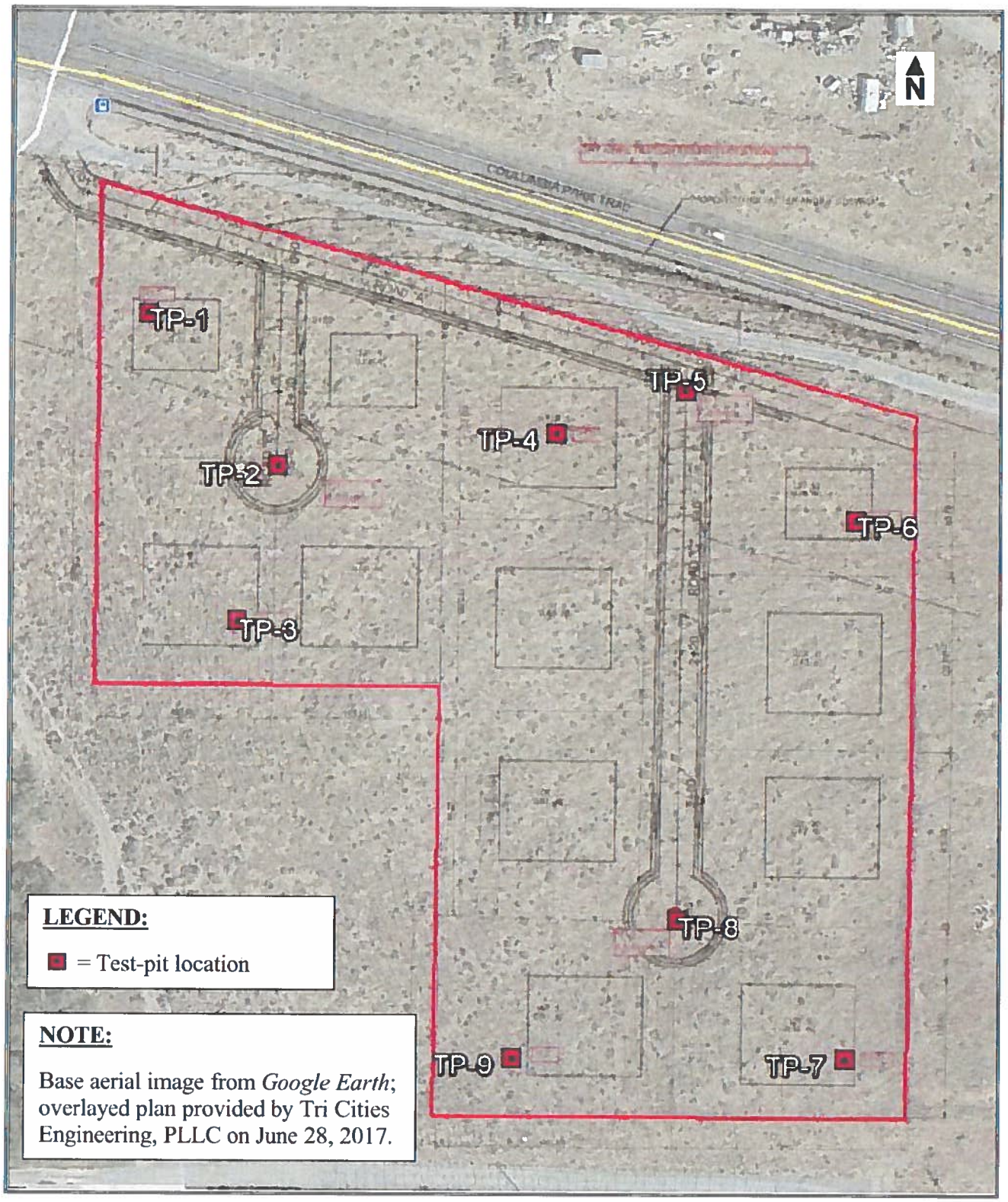
Vicinity Map (Figure 1)

Site & Exploration Map (Figure 2)





Northern, Inc.	**Vicinity Map** Proposed Residential Development Columbia Park Trail Richland, Washington			
Job Number: 217-848	Date 8/11/2017	Mounted By: MYM	Reviewed By: KAH	Figure 1



Northern, Inc.	**Site & Exploration Map** Proposed Residential Development Columbia Park Trail Richland, Washington			
Job Number: 217-848	Date 8/11/2017	Mounted By: MYM	Reviewed By: KAH	Figure 2

Northern, Inc.

Appendix II

Exploratory Test-Pit Logs

Key Chart (for Soil Classification)

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-1

CLIENT LCR Construction, LLC
PROJECT NUMBER 217-848
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
EXCAVATION CONTRACTOR T-Tap Construction
EXCAVATION METHOD CAT 320C Excavator
LOGGED BY MYM **CHECKED BY** KAH
NOTES Approx. GPS Coords.: 46°15'7.31"N, 119°17'46.66"W

PROJECT NAME Proposed Residential Development
PROJECT LOCATION Columbia Park Trail, Richland, Washington
GROUND ELEVATION 513 ft **TEST PIT SIZE** inches
GROUND WATER LEVELS:
AT TIME OF EXCAVATION ---
AT END OF EXCAVATION ---
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0			SP-SM		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine grained, dry to damp, appears loose to medium dense, [LOESS]
1.3					511.8
	GB	MC = 3% Fines = 8%			ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
2.5					
3.0					510.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 3.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

GN Northern Inc.
11115 E. Montgomery, Suite C
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Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-2

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 527 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION —
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION —
NOTES Approx. GPS Coords.: 46°15'6.25"N, 119°17'45.38"W
AFTER EXCAVATION —

DEPTH (ft)	SAMPLE TYPE NUMBER	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	
0.0					
		SP-SM		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine grained, dry to damp, appears loose to medium dense, [LOESS]	
0.5					526.5
				ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]	
2.0					525.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 2.0 feet.

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GN Northern Inc.
11115 E. Montgomery, Suite C
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TEST PIT NUMBER TP-3

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 529 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'5.18"N, 119°17'45.79"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0			ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
1.0			528.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 1.0 feet.

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GN Northern Inc.
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TEST PIT NUMBER TP-4

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 533 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'6.46"N, 119°17'42.60"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0			SP-SM	0.5	POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine grained, dry to damp, appears loose to medium dense, [LOESS] — 532.5
	GB	MC = 4% Fines = 11%		2.0	ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM] — 531.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 2.0 feet.

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GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-5

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 532 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'6.75"N, 119°17'41.31"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					
	GB	MC = 4% Fines = 8%	SP-SM		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine grained, dry to damp, appears loose to medium dense, [LOESS]
1.0					531.0
					ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
2.5					
3.5					528.5

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 3.5 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-6

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 541 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'5.84"N, 119°17'39.61"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0					SILTY SAND, (SM) brown, fine grained, dry to damp, appears loose to medium dense, [LOESS]
	GB	MC = 3% Fines = 13%	SM		
2.0					ANGULAR/SUBROUNDED COBBLES & BOULDERS, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
2.5					
5.0					
5.5					

539.0

535.5

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 5.5 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-7

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 563 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'2.12"N, 119°17'39.75"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	TESTS	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0				ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
	GB	MC = 5% Fines = 19%		
2.0				561.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 2.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-8

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 552 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'3.09"N, 119°17'41.42"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0			ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
2.0			550.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 2.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

TEST PIT NUMBER TP-9

CLIENT LCR Construction, LLC
PROJECT NAME Proposed Residential Development
PROJECT NUMBER 217-848
PROJECT LOCATION Columbia Park Trail, Richland, Washington
DATE STARTED 7/18/17 **COMPLETED** 7/18/17
GROUND ELEVATION 542 ft **TEST PIT SIZE** inches
EXCAVATION CONTRACTOR T-Tap Construction
GROUND WATER LEVELS:
EXCAVATION METHOD CAT 320C Excavator
AT TIME OF EXCAVATION ---
LOGGED BY MYM **CHECKED BY** KAH
AT END OF EXCAVATION ---
NOTES Approx. GPS Coords.: 46°15'2.14"N, 119°17'43.06"W
AFTER EXCAVATION ---

DEPTH (ft)	SAMPLE TYPE NUMBER	GRAPHIC LOG	MATERIAL DESCRIPTION
0.0			ANGULAR GRAVELS & COBBLES, with silty sand soil matrix, dry to damp, appears dense [COLLUVIUM]
2.0			540.0

- Test-pit terminated due to excavator refusal on fractured basalt
- No groundwater encountered at time of excavation
- Referenced elevations are approximate and are based on topography shown on site plan provided by Tri Cities Engineering.

Bottom of test pit at 2.0 feet.

GENERAL BH / TP / WELL - GINT STD US LAB.GDT - 8/11/17 11:21 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

Northern, Inc.
Kennewick, Yakima, Spokane, Hermiston (OR)

KEY CHART

RELATIVE DENSITY OR CONSISTENCY VERSUS SPT N-VALUE

COARSE-GRAINED SOILS			FINE-GRAINED SOILS		
DENSITY	N (BLOWS/FT)	FIELD TEST	CONSISTENCY	N (BLOWS/FT)	FIELD TEST
Very Loose	0 – 4	Easily penetrated with ½-inch reinforcing rod pushed by hand	Very Soft	0 – 2	Easily penetrated several inches by thumb
Loose	4 – 10	Difficult to penetrate with ½-inch reinforcing rod pushed by hand	Soft	2 – 4	Easily penetrated one inch by thumb
Medium -Dense	10 – 30	Easily penetrated with ½-inch rod driven with a 5-lb hammer	Medium-Stiff	4 – 8	Penetrated over ½-inch by thumb with moderate effort
Dense	30 – 50	Difficult to penetrate with ½-inch rod driven with a 5-lb hammer	Stiff	8 – 15	Indented about ½-inch by thumb but penetrated with great effort
Very Dense	> 50	penetrated only a few inches with ½-inch rod driven with a 5-lb hammer	Very Stiff	15 – 30	Readily indented by thumb
			Hard	> 30	Indented with difficulty by thumbnail

USCS SOIL CLASSIFICATION

MAJOR DIVISIONS			GROUP DESCRIPTION	
Coarse-Grained Soils <50% passes #200 sieve	Gravel and Gravelly Soils <50% coarse fraction passes #4 sieve	Gravel (with little or no fines)	GW	Well-graded Gravel
			GP	Poorly Graded Gravel
		Gravel (with >12% fines)	GM	Silty Gravel
			GC	Clayey Gravel
	Sand and Sandy Soils >50% coarse fraction passes #4 sieve	Sand (with little or no fines)	SW	Well-graded Sand
			SP	Poorly graded Sand
		Sand (with >12% fines)	SM	Silty Sand
			SC	Clayey Sand
Fine-Grained Soils >50% passes #200 sieve	Silt and Clay Liquid Limit < 50		ML	Silt
			CL	Lean Clay
			OL	Organic Silt and Clay (low plasticity)
	Silt and Clay Liquid Limit > 50		MH	Inorganic Silt
			CH	Inorganic Clay
			OH	Organic Clay and Silt (med. to high plasticity)
Highly Organic Soils			PT	Peat
				Top Soil

LOG SYMBOLS

	2S	2" OD Split Spoon (SPT)
	3S	3" OD Split Spoon
	NS	Non-Standard Split Spoon
	ST	Shelby Tube
	CR	Core Run
	BG	Bag Sample
	TV	Torvane Reading
	PP	Penetrometer Reading
	NR	No Recovery
	GW	Groundwater Table

MODIFIERS

DESCRIPTION	RANGE
Trace	<5%
Little	5% – 12%
Some	>12%

MOISTURE CONTENT

DESCRIPTION	FIELD OBSERVATION
Dry	Absence of moisture, dusty, dry to the touch
Moist	Damp but not visible water
Wet	Visible free water

SOIL CLASSIFICATION INCLUDES

1. Group Name
2. Group Symbol
3. Color
4. Moisture content
5. Density / consistency
6. Cementation
7. Particle size (if applicable)
8. Odor (if present)
9. Comments

MAJOR DIVISIONS WITH GRAIN SIZE

SIEVE SIZE						
12"	3"	3/4"	4	10	40	200
GRAIN SIZE (INCHES)						
12	3	0.75	0.19	0.079	0.0171	0.0029

Boulders	Cobbles	Gravel		Sand			Silt and Clay
		Coarse	Fine	Coarse	Medium	Fine	

Conditions shown on boring and testpit logs represent our observations at the time and location of the fieldwork, modifications based on lab test, analysis, and geological and engineering judgment. These conditions may not exist at other times and locations, even in close proximity thereof. This information was gathered as part of our investigation, and we are not responsible for any use or interpretation of the information by others.

Northern, Inc.

Appendix III
Laboratory Testing Results

GN Northern Inc.
11115 E. Montgomery, Suite C
Spokane Valley, WA, 99206
Telephone: (509) 248-9798
Fax: (509) 248-4220

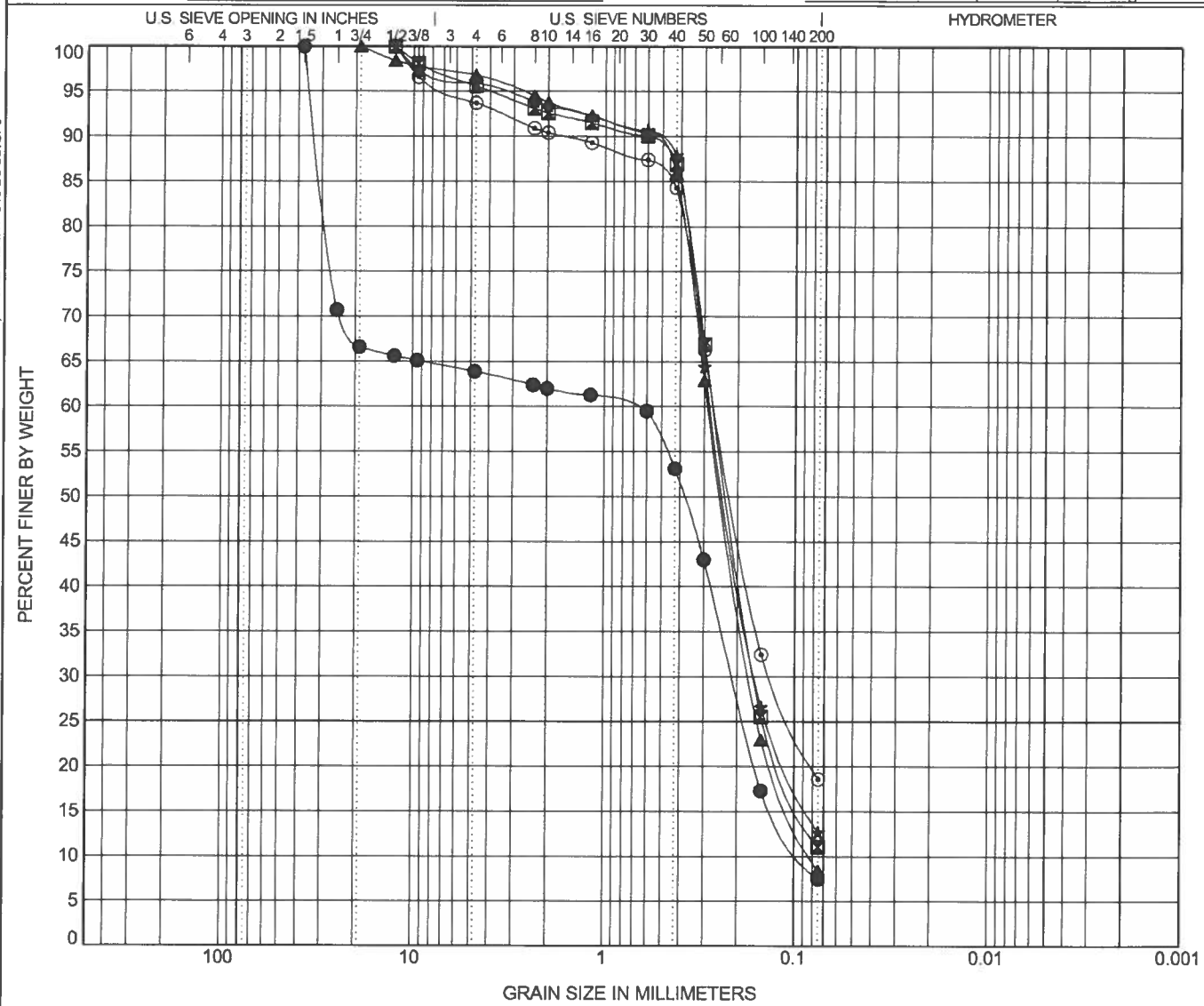
GRAIN SIZE DISTRIBUTION

CLIENT LCR Construction, LLC

PROJECT NAME Proposed Residential Development

PROJECT NUMBER 217-848

PROJECT LOCATION Columbia Park Trail, Richland, Washington



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	BOREHOLE	DEPTH	Classification	LL	PL	PI	Cc	Cu
●	TP-1	1.5	SAND with SILT and GRAVEL (SP-SM)				0.69	8.09
⊠	TP-4	0.5	SAND with SILT (SP-SM)				1.37	3.75
▲	TP-5	0.5	SAND with SILT (SP-SM)				1.24	3.52
★	TP-6	1.5	SILTY SAND (SM)					
⊙	TP-7	0.5	SILTY SAND (SM)					

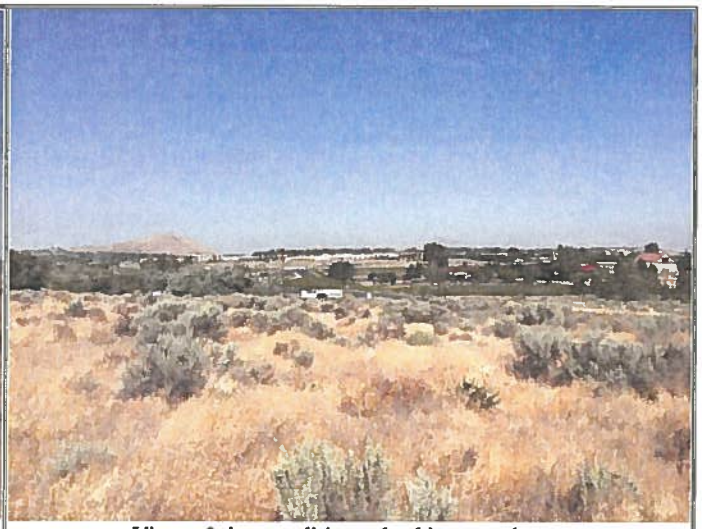
	BOREHOLE	DEPTH	D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	TP-1	1.5	37.5	0.724	0.211	0.09	36.1	56.4	7.5	
⊠	TP-4	0.5	12.5	0.267	0.162		4.4	84.5	11.1	
▲	TP-5	0.5	19	0.285	0.169	0.081	3.2	88.4	8.4	
★	TP-6	1.5	12.5	0.277	0.16		4.1	83.2	12.7	
⊙	TP-7	0.5	12.5	0.264	0.133		6.3	75.1	18.6	

GRAIN SIZE - TEMPLATE_JESSE.GDT - 8/11/17 10:54 - C:\USERS\GN NORTHERN\DROPBOX\5-ACTIVE PROJECTS\217-848 COLUMBIA PARK TRAIL RESIDENTIAL LOT SUBDIVISION, RICHLAND\217-848 LOGS.GPJ

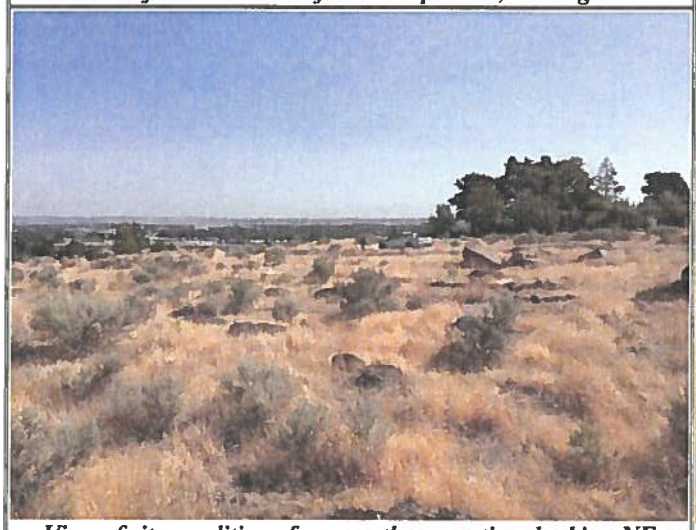
Northern, Inc.

Appendix IV
Site & Exploration Photographs

View of site conditions from NW portion, looking SE



View of site conditions, looking northwest



View of site conditions from southern portion, looking NE

Typical basalt bedrock outcrops noted throughout the site

Exposed soil profile within test-pit TP-1

Exposed soil profile within test-pit TP-2

Northern, Inc.	**Site & Exploration Photographs** Proposed Residential Development Columbia Park Trail Richland, Washington			
Job Number: 217-848	Date 8/11/2017	Mounted By: MYM	Reviewed By: KAH	Plate 1

Exposed soil profile within test-pit TP-3

Exposed soil profile within test-pit TP-4

Exposed soil profile within test-pit TP-5

Exposed soil profile within test-pit TP-7

Exposed soil profile within test-pit TP-8

Exposed bedrock along south side of Columbia Park Trail

Northern, Inc.	**Site & Exploration Photographs** Proposed Residential Development Columbia Park Trail Richland, Washington			
Job Number: 217-848	Date 8/11/2017	Mounted By: MYM	Reviewed By: KAH	Plate 2

Northern, Inc.

Appendix V
NRCS Soil Survey

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Benton County Area, Washington

Columbia Park Trail

July 19, 2017

Custom Soil Resource Report
Soil Map

Benton County Area, Washington

BdE—Burbank loamy fine sand, basalt substratum, 0 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2bb8
Mean annual precipitation: 6 to 9 inches
Mean annual air temperature: 54 degrees F
Frost-free period: 190 days
Farmland classification: Not prime farmland

Map Unit Composition

Burbank and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Burbank

Setting

Landform: Terraces
Parent material: Mixed alluvium and/or eolian deposits over residuum weathered from basalt

Typical profile

H1 - 0 to 4 inches: loamy fine sand
H2 - 4 to 17 inches: loamy sand
H3 - 17 to 25 inches: very gravelly loamy sand

Properties and qualities

Slope: 0 to 30 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Hydric soil rating: No

BfE—Burbank rocky loamy fine sand, basalt substratum, 0 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2bb9
Mean annual precipitation: 6 to 9 inches

Mean annual air temperature: 54 degrees F
Frost-free period: 190 days
Farmland classification: Not prime farmland

Map Unit Composition

Burbank and similar soils: 50 percent
Rock outcrop: 35 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Burbank

Setting

Landform: Terraces
Parent material: Mixed alluvium and/or eolian deposits over residuum weathered from basalt

Typical profile

H1 - 0 to 4 inches: loamy fine sand
H2 - 4 to 17 inches: loamy sand
H3 - 17 to 25 inches: very gravelly loamy sand

Properties and qualities

Slope: 0 to 30 percent
Depth to restrictive feature: 20 to 40 inches to lithic bedrock
Natural drainage class: Excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Very low (about 1.8 inches)

Interpretive groups

Land capability classification (irrigated): 6e
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Hydric soil rating: No

Description of Rock Outcrop

Properties and qualities

Slope: 0 to 30 percent
Depth to restrictive feature: 0 inches to lithic bedrock

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8
Hydric soil rating: No

Northern, Inc.

Appendix VI
Washington Department of Ecology Well Logs

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

File Original and First Copy with Department of Ecology
Second Copy — Owner's Copy
Third Copy — Driller's Copy

WATER WELL REPORT
STATE OF WASHINGTON

Application No. ____
Permit No. ____

(1) OWNER: Name GARY PIPES Address 8706 W 1st Kennewick, Washington

(2) LOCATION OF WELL: County Benton — SW ¼ W ¼ Sec. 22 T 9 N, R 28 E W.M. MN

...ng and distance from section or subdivision corner

(3) PROPOSED USE: Domestic ☒ Industrial ☐ Municipal ☐ Irrigation ☐ Test Well ☐ Other ☐

(4) TYPE OF WORK: Owner's number of well (if more than one) ____
New well ☒ Method: Dug ☐ Bored ☐
Deepened ☐ Cable ☐ Driven ☐
Reconditioned ☐ Rotary ☒ Jetted ☐

(5) DIMENSIONS: Diameter of well 6 inches.
Drilled 145 ft. Depth of completed well 145 ft.

(6) CONSTRUCTION DETAILS:

Casing installed: 6 " Diam. from 1 ft. to 20 ft.
Threaded ☐ " Diam. from ft. to ft.
Welded ☐ " Diam. from ft. to ft.

Perforations: Yes ☐ No ☒
Type of perforator used ____
SIZE of perforations ____ in. by ____ in.
____ perforations from ____ ft. to ____ ft.
____ perforations from ____ ft. to ____ ft.
____ perforations from ____ ft. to ____ ft.

Screens: Yes ☐ No ☒
Manufacturer's Name ____
Type ____ Model No. ____
Diam. ____ Slot size ____ from ____ ft. to ____ ft.
Diam. ____ Slot size ____ from ____ ft. to ____ ft.

Gravel packed: Yes ☐ No ☒ Size of gravel: ____
Gravel placed from ____ ft. to ____ ft.

Surface seal: Yes ☒ No ☐ To what depth? 20 ft.
Material used in seal Bentonite
Did any strata contain unusable water? Yes ☐ No ☒
Type of water? ____ Depth of strata ____
Method of sealing strata off ____

(7) PUMP: Manufacturer's Name ____
Type: ____ H.P. ____

(8) WATER LEVELS: Land-surface elevation above mean sea level .... ____ ft.
Static level 50 ft. below top of well Date 2/3/77
Artesian pressure ____ lbs. per square inch Date ____
Artesian water is controlled by ____ (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level
Was a pump test made? Yes ☐ No ☐ If yes, by whom? ____
Yield: 50 gal./min. with ____ ft. drawdown after ____ hrs.
" " " "
" By Air Rotary " "

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

...ate of test ____
Bailer test ____ gal./min. with ____ ft. drawdown after ____ hrs.
Artesian flow ____ g.p.m. Date ____
Temperature of water ____ Was a chemical analysis made? Yes ☐ No ☐

(10) WELL LOG:

Formation: *Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.*

MATERIAL	FROM	TO
TOP SOIL	1	3
BROKEN BASALT	3	5
Hard BASALT	5	95
BROKEN BASALT	95	97
HARD BASALT	97	120
BROKEN BASALT	120	130
BROKEN BASALT WITH CLAY	130	140
BASALT SINDERS	140	145

RECEIVED
FEB 28 1977
DEPARTMENT OF ECOLOGY
CENTRAL REGIONAL OFFICE

RECEIVED
FEB 25 1977
DEPARTMENT OF ECOLOGY
SPOKANE REGIONAL OFFICE

Work started 2/3/77, 19__ Completed 2/4/, 1977

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME CARMAN DEVELOPMENT COMPANY (Person, firm, or corporation) (Type or print)

Address E. 6010 Broadway Spokane, Wa. 99206

[Signed] James R. Frank (Well Driller)

License No. 0699 Date 2/11/, 1977

(USE ADDITIONAL SHEETS IF NECESSARY)

ECY 050-1-20

The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

File Original and First Copy with Department of Ecology, Second Copy — Owner's Copy, Third Copy — Driller's Copy

WATER WELL REPORT

STATE OF WASHINGTON

Application No. G-4-25932

Permit No. G-4-25932P

(1) OWNER: Name Jim Scoggin Address Route 4, Box 9690, Richland, WA 99352

(2) LOCATION OF WELL: County Benton Lot 1 Block 2 Gov Lot 1 ¼ Sec. 22 T. 9 N., R. 28E W.M.

Bearing and distance from section or subdivision corner

(3) PROPOSED USE: Domestic ☒ Industrial ☐ Municipal ☐ Irrigation ☐ Test Well ☐ Other ☐

(4) TYPE OF WORK: Owner's number of well (if more than one)

New well ☒ Deepened ☐ Reconditioned ☐

Method: Dug ☐ Bored ☐ Cable ☐ Driven ☐ Rotary ☒ Jetted ☐

(5) DIMENSIONS: Diameter of well 6 inches.

Drilled 105 ft. Depth of completed well 105 ft.

(6) CONSTRUCTION DETAILS:

Casing installed: 6 " Diam. from 0 ft. to 65 ft.

Threaded ☐ " Diam. from ft. to ft.

Welded ☒ " Diam. from ft. to ft.

Perforations: Yes ☐ No ☒

Type of perforator used

SIZE of perforations in. by in.

perforations from ft. to ft.

perforations from ft. to ft.

perforations from ft. to ft.

Screens: Yes ☐ No ☒

Manufacturer's Name

Type Model No.

Diam. Slot size from ft. to ft.

Diam. Slot size from ft. to ft.

Gravel packed: Yes ☐ No ☒ Size of gravel:

Gravel placed from ft. to ft.

Surface seal: Yes ☒ No ☐ To what depth? @20 ft.

Material used in seal Bentinite

Did any strata contain unusable water? Yes ☐ No ☒

Type of water? Depth of strata

Method of sealing strata off

(7) PUMP: Manufacturer's Name

Type: H.P.

(8) WATER LEVELS: Land-surface elevation above mean sea level ft.

Static level 80 ft. below top of well Date 7/23/74

Artesian pressure lbs. per square inch Date

Artesian water is controlled by (Cap, valve, etc.)

(9) WELL TESTS: Drawdown is amount water level is lowered below static level

Was a pump test made? Yes ☐ No ☐ If yes, by whom?

Yield: gal./min. with ft. drawdown after hrs.

" " " "

" " " "

Recovery data (time taken as zero when pump turned off) (water level measured from well top to water level)

Time	Water Level	Time	Water Level	Time	Water Level

Date of test 7/23/74

Bailer test 60 gal./min. with 15 ft. drawdown after 1½ hrs.

Artesian flow g.p.m. Date

Temperature of water Was a chemical analysis made? Yes ☐ No ☒

(10) WELL LOG:

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change of formation.

MATERIAL	FROM	TO
Br. soil & Gravel	0	8'
Brown clay	8'	30'
Dk. brown clay	30'	60'
Broken basalt	60'	65'
Firm grey basalt	65'	83'
Broken red basalt	83'	88'
Broken grey basalt	88'	103'
Firm grey basalt	103'	105'

RECEIVED JUN 6 [illegible] DEPARTMENT OF ECOLOGY

Work started 7-19, 19 74 Completed 7-23, 19 74

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

NAME Haney Drilling Co. (Person, firm, or corporation) (Type or print)

Address P.O. Box 1412

[Signed] Ronald Haney By Jim E. Haney (Well Driller)

License No. 0169 Date 7/24, 19 74

(USE ADDITIONAL SHEETS IF NECESSARY)

ECY 050-1-20

GK

Northern, Inc.

Appendix VII
USGS Design Maps Summary

USGS Design Maps Summary Report

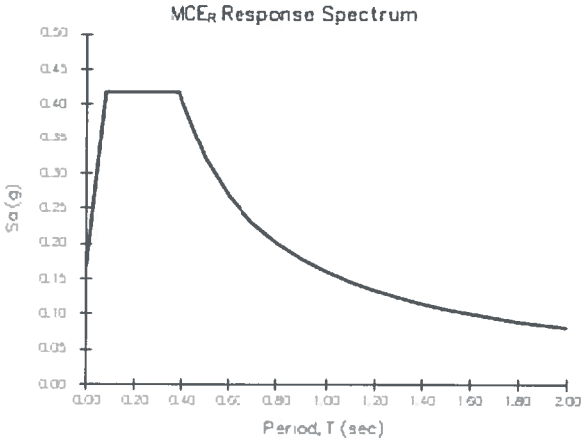
User-Specified Input

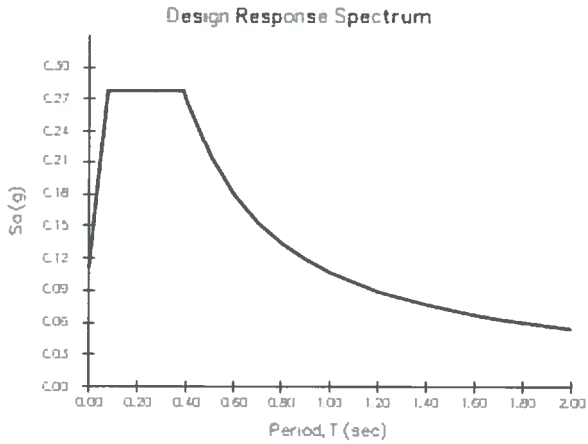
Report Title	Columbia Park Trail Wed July 19, 2017 15:53:30 UTC
Building Code Reference Document	2012/2015 International Building Code (which utilizes USGS hazard data available in 2008)
Site Coordinates	46.25203°N, 119.2963°W
Site Soil Classification	Site Class B – "Rock"
Risk Category	I/II/III

USGS-Provided Output

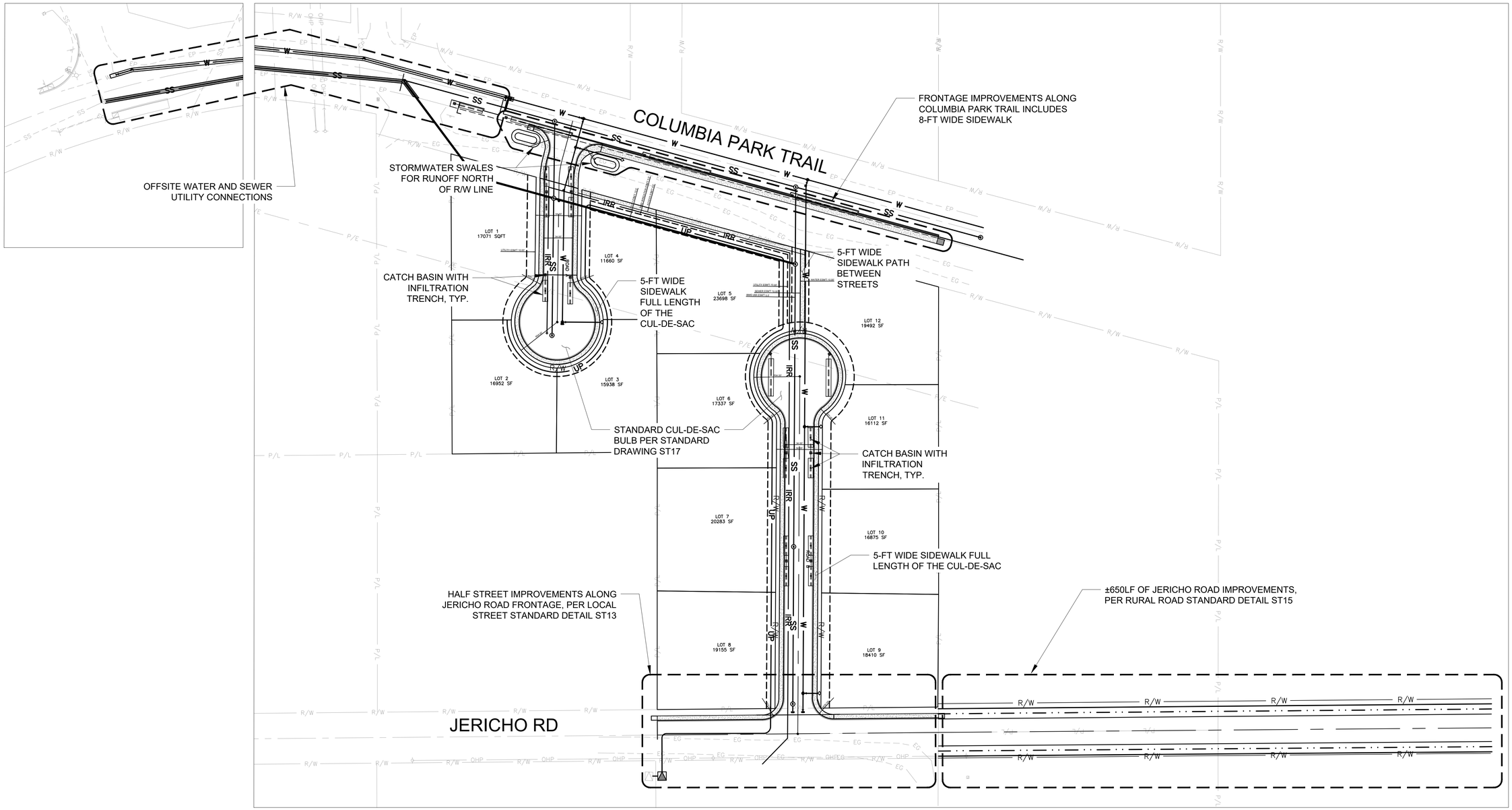
S_S =	0.418 g	S_{MS} =	0.418 g	S_{DS} =	0.278 g
S_1 =	0.161 g	S_{M1} =	0.161 g	S_{D1} =	0.107 g

For information on how the SS and S1 values above have been calculated from probabilistic (risk-targeted) and deterministic ground motions in the direction of maximum horizontal response, please return to the application and select the "2009 NEHRP" building code reference document.





Although this information is a product of the U.S. Geological Survey, we provide no warranty, expressed or implied, as to the accuracy of the data contained therein. This tool is not a substitute for technical subject-matter knowledge.



OVERALL SITE IMPROVEMENT PLAN

N

60 0 60 120

SCALE BAR

811

CALL BEFORE YOU DIG

DRAWINGS PREPARED BY TRI-CITIES ENGINEERING, PLLC ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THE REAL PROPERTY IDENTIFIED HEREIN. DRAWINGS SHALL NOT BE COPIED OR REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT OF TRI-CITIES ENGINEERING, PLLC.

DESIGNED FOR: COLUMBIA PARK TRAIL DEVELOPMENT
LCR CONSTRUCTION
RICHLAND, WA

SHEET INFO: OVERALL SITE IMPROVEMENT PLAN

TRI-CITIES ENGINEERING PLLC
Structural & Civil Solutions
5804 RD 90, STE D, PASCO, WA
PH: 509.308.8015 / WEB: www.tricitiesengineering.com

PROJ. NO.:	18-281
DATE:	6/7/2018
CHKD BY:	ZSW
DRAWN BY:	ZSW
REV. NO:	

SHEET NUMBER

EXB-1

Looking North

Home Site to the East

Looking South

Looking West

Showing Slope
Looking West
Approx. South
Property Line

Exhibit 11

Jeff J Smart
253 Columbia Park Trail
Richland, WA 99352
12/1/2017

Mr. O'Neill
Senior Planner
City of Richland
840 Northgate Drive
Richland WA 99352

Dear Mr. O'Neill:

This letter of comment is in reference to the application for preliminary plat approval for a site on Columbia Park Trail by Mr Lee Petty.

I own the adjacent property at 253 Columbia Park Trail (directly East of the proposed plat). Although I have no objection to the approval of the preliminary plat nor the development itself on Mr. Petty's land, I do take issue with what the City may require on the land between Mr. Petty's property and Columbia Park Trail. This strip of land has been referred to as a "vacated right of way".

My concern with the right of way is if the City requires something done with this property, my access to my property will be disturbed.

The access to my property at 253 Columbia Park Trail has been using a driveway through the vacated right of way for more than 50 years. There is no other access to my property. If drastic changes are made to the vacated right of way, I will no longer be able to access my property.

I have spoken to City staff on this issue and have not received a clear answer as to what will happen to the vacated right of way between Mr. Petty's land and Columbia Park Trail aside from a possible widening of Columbia Park Trail with curbs, gutters and street lights. I have also been attempting contact with Mr. Petty, but have not received a call or email back as of the date of this letter.

I am sure there is a reasonable solution the City can offer so as to allow continued access to my property along the historic driveway and allow for improvements to Columbia Park Trail.

I am available to talk with Staff at anytime regarding finding a solution. I plan on attending the hearing on December 11.

Sincerely,

Jeff J Smart

Shane O'Neill
Interim Planning Manager
840 Northgate Drive
Richland, Washington 99352
soneill@ci.richland.wa.us

June 14, 2018

Subject: Notice of Application and Public Hearing (S2017-104)

Mr. O'Neill

My name is Tom Harper. I am a resident of Richland Washington and currently reside at 301 Columbia Park Trail. My home and family would be impacted by the construction of Jericho Road connecting Columbia Vista Road, recently renamed Shockley Road, and the new development being proposed by Mr. Perry in this land use action.

As you can see in Figure 1, the previous owner of this home built the driveway, apparently with the knowledge and consent of the City of Richland, into the right of way for the proposed extension of Jericho Road.

Figure 1 – Connection of proposed Jericho Road extension to Shockley Road

I am not contesting the City of Richland's right to the use of this property but I do request a condition be added to the planning package directing the southernmost portion of the right of way be used for the installation of the proposed extension of Jericho Road. This request is based on several factors:

1) Avoid the requirement to redesign and reconfigure the recently installed rock wall facing of Shockley Road (See Figure 2),
2) Minimize the cost associated with the elevation drop at the proposed intersection of Jericho Road and Shockley Road, which is greater on the Northern portion of the right of way, and
3) Minimize impact to the existing home, family and quality of life of the residents.

Figure 2 - New rock wall on Shockley Road

Thank you for your consideration request for a direct condition regarding the pending land use action.

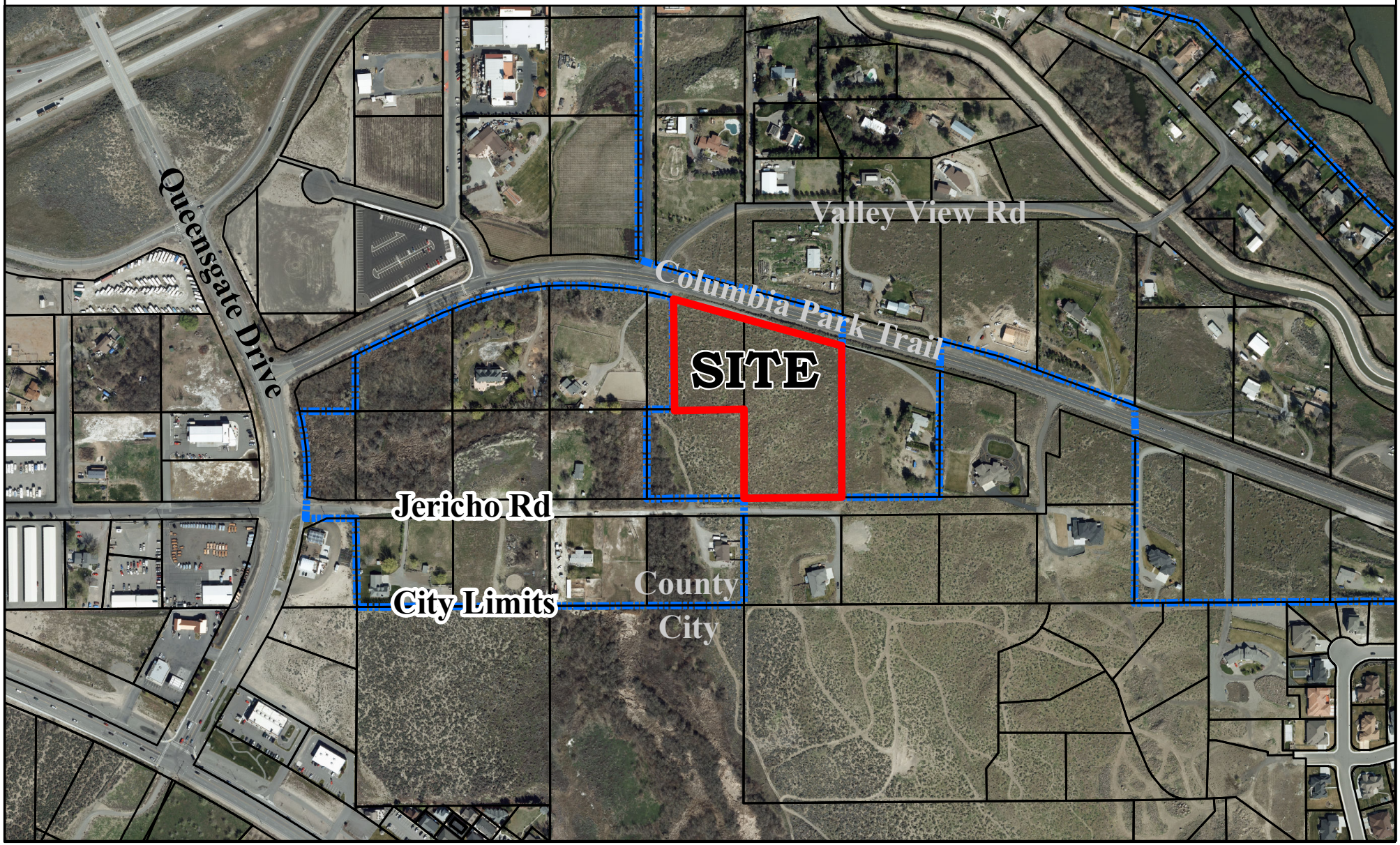
Best regards,

Thomas A. (Tom) Harper
301 Columbia Park Trail
Richland, WA 99352

Vicinity Map

Item:Columbia Park Trail Development
Preliminary Plat
Applicant: Lee Petty
File #: S2017-104

N



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 08/07/2018

Agenda Category: Items of Business

Key Element: Key 3 - Economic Vitality

Subject:
Resolution No. 119-18, Approving the Badger Mountain South 4-Plex Preliminary Plat (Closed Record)

Department:	Ordinance/Resolution Number:	Document Type:
Community Development Services	119-18	Resolution

Recommended Motion:
Adopt Resolution No. 119-18, approving the Badger Mountain South 4-Plex preliminary plat subject to the conditions contained in the Technical Advisory Committee (TAC) report, adopting the written finding and conclusions of the Hearing Examiner as the findings and conclusions of the City Council, and directing staff to provide notice of this decision.

Summary:
Nor Am Investment, LLC filed an application for preliminary plat approval to divide 5.29 acres into 12 multi-family residential lots on property located within the Badger Mountain South master planned community. The Richland Hearing Examiner conducted a public hearing for this application on May 3, 2018, and recommends approval subject to the conditions of approval listed in the Technical Advisory Committee (TAC) report.

The site, fronting Ava Way, proposes 12 lots served by a contiguous network of private access easements. Each lot is intended for development with a residential structure containing four attached dwelling units.

Staff recommends approval.

Fiscal Impact:	Subdivision of the site into 12 residential lots and development with 48 dwelling units will increase the taxable value of the property. However, new residents of the platted land will increase the demand for a wide variety of City services.

Attachments:
1. Resolution No. 119-18
2. FULL Staff Report - BMS 4-Plexes
3. Vicinity Map

RESOLUTION NO. 119-18

A RESOLUTION of the City of Richland approving the preliminary plat of BMS 4-Plex subject to the conditions contained in Technical Advisory Committee Report S2018-101, 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 May 3, 2018, the Richland Hearing Examiner held an open record public hearing to consider the preliminary plat application of BMS 4-Plex, submitted by Nor Am Investments, LLC; and

WHEREAS, the Hearing Examiner recommended that City Council approve the preliminary plat of BMS 4-Plex 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 BMS 4-Plex, attached hereto as **Exhibit A** and incorporated by this reference**,** is hereby approved subject to the conditions of approval contained in Technical Advisory Committee Report S2018-101, attached hereto as **Exhibit B** and incorporated by this reference.

Section 2. The written findings and conclusions identified in the Hearing Examiner Report dated July 27, 2018, attached as **Exhibit C** and incorporated herein by this reference, 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 all 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 8th day of August, 2018.

_____
ROBERT J. THOMPSON
Mayor

ATTEST:

APPROVED AS TO FORM:

_____
MARCIA HOPKINS, City Clerk

_____
HEATHER KINTZLEY, City Attorney

EXHIBIT A

BMS - 4-PLEX PRELIMINARY PLAT

LOCATED IN SEC. 32 & 33, TWN. 09 N., RGE. 28 E. W.M.

BENTON COUNTY, WASHINGTON.

OWNER/APPLICANT:

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

CIVIL ENGINEER:

AHBL, INC
5804 ROAD 90, SUITE H
PASCO, WA 99301
CONTACT: CALEB STROMSTAD, PE
PHONE: 509-380-5883

SURVEYOR:

AHBL, INC
5804 ROAD 90, SUITE H
PASCO, WA 99301
CONTACT: JOHN BECKER, PLS
PHONE: 509-380-5883

BASIS OF BEARING:

DATUM - NAD 83/91
BASIS OF BEARING - NORTH 77°19'12" EAST ALONG A LINE BETWEEN THE FOLLOWING TWO POINTS:
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, MONUMENT DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.
N = 330320.261'
E = 1940161.471'

VERTICAL DATUM:

NAVD 88
BENCHMARK 1 - ELEVATION = 801.875' PER CITY OF RICHLAND SURVEY DEPARTMENT. SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. BRASS DISK WITH "X" IN CASE, CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 82, EXIT 104.
BENCHMARK 2 - ELEVATION = 1489.377' PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, ALSO DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.

UTILITIES / SERVICES:

WATER:
CITY OF RICHLAND
2700 DUPORTAIL ST
PO BOX 190 MS-15
RICHLAND, WA 99352
PH: 509-942-7670

SEWER:
CITY OF RICHLAND
555 LACY RD
PO BOX 190 MS-27
RICHLAND, WA 99352
PH: 590-942-7480

POWER:
CITY OF RICHLAND
840 NORTHGATE DR
RICHLAND, WA 99352
PH: 509-942-7403

IRRIGATION:
BADGER MOUNTAIN IRRIGATION DISTRICT
8525 E. REATA RD
KENNEWICK, WA 99338
PH: 509-628-0777

REFUSE:
CITY OF RICHLAND SOLID WASTE DEPT.
3102 TWIN BRIDGES RD
RICHLAND, WA 99352
PH: 509-942-7700

NATURAL GAS:
CASCADE NATURAL GAS
8113 W. GRANDRIDGE BLVD
KENNEWICK, WA 99336
PH: 206-624-3900

COMMUNICATION
CHARTER COMMUNICATIONS
639 N. KELLOGG ST
KENNEWICK, WA 99336
PH: 833-267-6097

NOTES:

1. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE BUILDING STANDARDS CONTAINED IN SECTIONS 2 AND 3 OF THE LAND USED AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY (LUDR).
2. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABILITY STANDARDS CONTAINED IN SECTION 12 OF THE LUDR.

TOPOGRAPHIC NOTE:

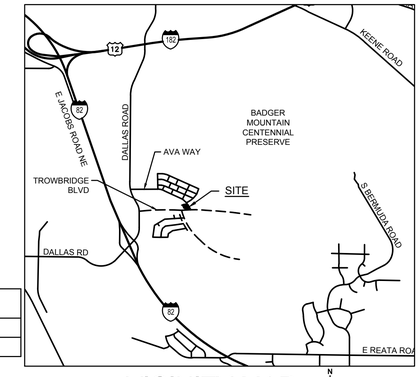
THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, AHBL CANNOT ENSURE ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWING AS A RESULT.

LAND USE TABLE

TOTAL SITE AREA	5.29 ACRES
ROW DEDICATION	0.15 ACRES
TOTAL LOT AREA	4.39 ACRES
NUMBER OF 4-PLEX LOTS	12
AVERAGE LOT SIZE	15,936 SF
MINIMUM LOT SIZE	11,536 SF (LOT 6)
MAXIMUM LOT SIZE	21,128 SF (LOT 11)
TRACT A (GREEN SPACE)	0.13 ACRES
TRACT B (GREEN SPACE)	0.62 ACRES
ACCESS & UTILITY EASEMENTS	1.50 ACRES

PARKING TABLE

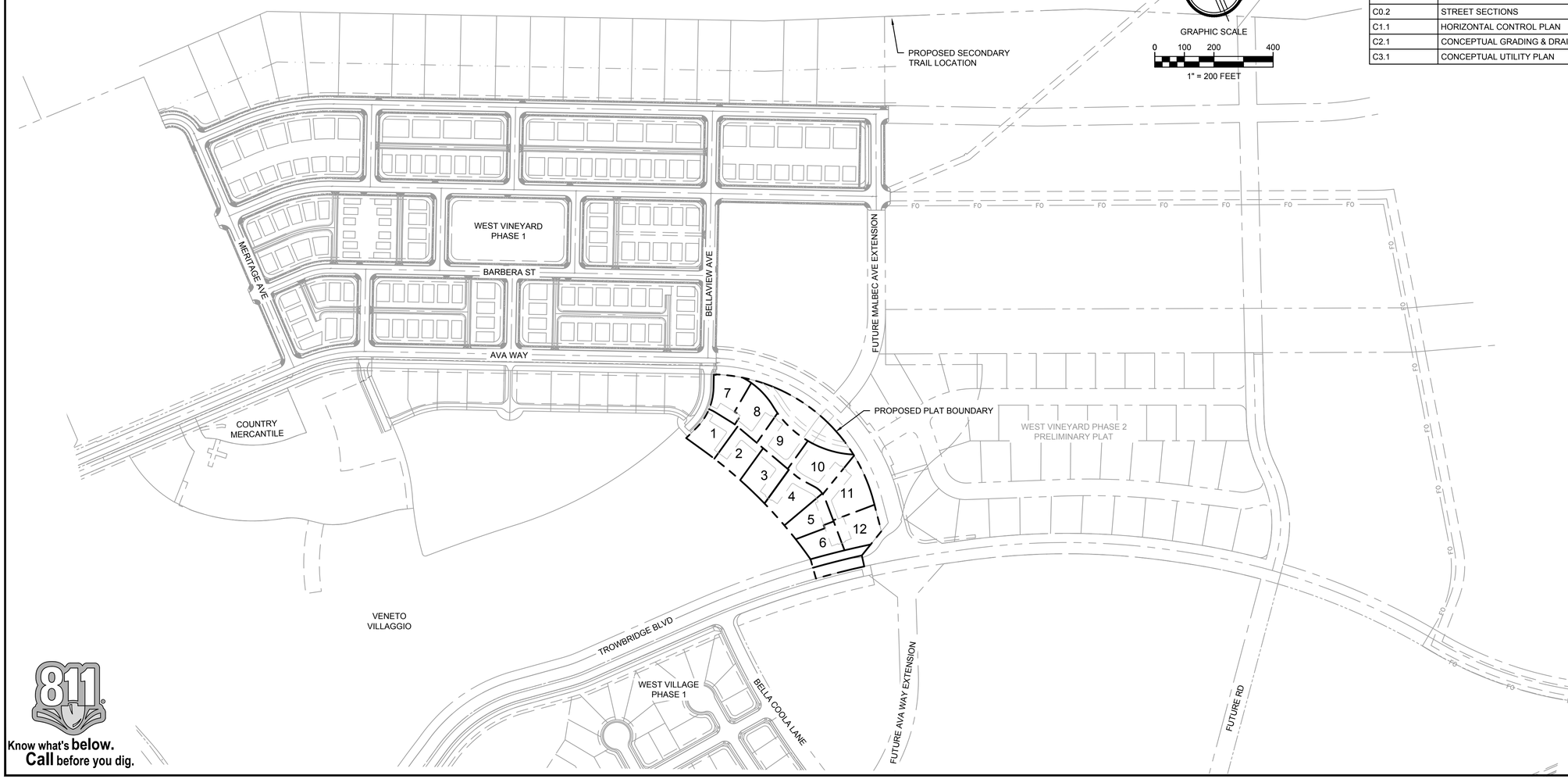
PARKING STALLS	91
ADA STALLS	12



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 GRADING & DRAINAGE PLAN
C3.1	CONCEPTUAL UTILITY PLAN



Know what's **below.**
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TACOMA · SEATTLE · SPOKANE · TRI-CITIES
5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 509.380.5885 FAX www.ahbl.com WEB

Project Title:
BMS - 4-PLEX PRELIMINARY PLAT

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

Job No.
2133023.10

Issue Set & Date:
PRELIMINARY PLAT
02/01/2018

TODD CHRISTOPHER SWIM
STATE OF WASHINGTON
164416
REGISTERED
PROFESSIONAL ENGINEER
02/02/2018

NOTICE
ALTERATION OF THIS DOCUMENT SHALL INVALIDATE THE PROFESSIONAL SEAL AND SIGNATURE. PUBLICATION OF THIS DOCUMENT DOES NOT DEROGATE FROM RESERVED OWNERSHIP RIGHTS BY THE OWNER OF THE DOCUMENT. THIS DOCUMENT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THE PROJECT SPECIFIED HEREIN AND MAY NOT BE USED FOR ANY REPAIR, REMODEL OR ADDITION TO THAT PROJECT OR FOR ANY OTHER PROJECT.

SUBJECT TO AGENCY REVIEW

3
2
1

Revisions:

Sheet Title:
COVER

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

Sheet No.
C0.1
1 of 5 Sheets

DATE: February 1, 2018 FILENAME: Q:\2013\2133023\10_CIV\CAD\PRELIMINARY PLAT\2133023-SH-PRELIMINARY PLAT COVER.dwg

ATTACHMENT B

(S2018-101 – BMS 4-Plex Preliminary Plat)

RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
MARCH 27, 2018

APPLICANT: NORAM INVESTMENTS LLC C/O AHBL ENGINEERING

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 5.3 ACRES INTO 12 MULTI-FFAMILY RESIDENTIAL LOTS, (THE PLAT OF BMS 4-PLEX)

LOCATION: SOUTH OF THE INTERSECTION OF AVA WAY AND BELLAVIEW AVENUE WITHIN THE BADGER MOUNTAIN SOUTH SUB-AREA

ENGINEER: AHBL ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

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

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

3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction, 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.

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

6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of 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.

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

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

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

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

11. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer*. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

12. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

13. Public improvement design shall follow the following general format:
    - A. 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-feet 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. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
O. The minimum centerline radius for local streets shall be 100-feet.
P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
Q. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
R. A detailed grading plan shall be included in the submitted plan set.
S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
Y. All driveways for private roads onto a city street shall be constructed to the City standard commercial driveway detail. Radius-style driveways are not allowed.
Z. 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.
AA. 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.).
BB. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

14. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project

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

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

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

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

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

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

<u>Traffic & Streets:</u>

17. The "BMS 4-PLEX" Preliminary Plat is identified as generating 30 PM peak hour trips. These 30 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.

18. Trowbridge Blvd. shall be constructed to full width, including all frontage improvements, from Dallas Road to the roundabout at Ava Way concurrent with the project that generates the 500th peak hour trip. Other preliminary plats in Badger Mountain South share this requirement. The intersection of

Trowbridge Blvd. and Ava Way is planned as a roundabout intersection. As part of the Ava Way and Trowbridge construction required of this development (see paragraph 21 below) the developer shall complete preliminary design of the planned roundabout to confirm that adequate right of way is provided for the eventual design. The developer shall either complete the roundabout construction as part of this project or achieve compliance with this condition by participating in a traffic impact fee program adopted by ordinance by the City Council at a future date.

19. 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.

20. Sidewalks shall be installed along all public Right of Way frontage at the time of project construction.

21. The half street improvements, including frontage improvements of Ava Way, Trowbridge Blvd. and Bellaview Avenue shall be completed to City standards and the Badger South development 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.

22. 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.

23. 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.

24. The existing access points onto Ava Way are acceptable for this project, but any proposed changes to said driveways will be subject to approval by the City Engineer.

25. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

26. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.

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

Domestic Water:

28. The 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, as determined by the City Engineer, over them as a result of his grading operations.

30. 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.

31. Domestic water shall be extended to the adjoining properties adjacent to the plat.

32. 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.

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

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 Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the

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

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 / Project Acceptance Requirements:

48. 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.

49. 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.

50. 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.

51. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

52. 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.

53. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: "*The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads*".

54. A note shall be added to the face of the plat that states: "*The private drives within this plat are fire lanes and parking is restricted*. *The required no-parking signs shall be installed by the developer where applicable*." Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.

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

56. A one-foot "No access / screening easement" will be required along the Ava Way and Trowbridge Blvd. Right of Ways.

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

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

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

60. All final plats shall contain notes identifying the allowable development types (i.e. multi-family residential, single-family residential, duplex, commercial, etc.) for each lot.

Attachment C to Resolution No. 119-18

BEFORE THE HEARING EXAMINER
FOR THE
CITY OF RICHLAND

FINDINGS, CONCLUSIONS AND RECOMMENDATION OF APPROVAL "BMS 4-PLEX" PRELIMINARY PLAT

FILE NUMBER: S2018-101

APPLICANT/OWNER: NOR AM INVESTMENT, LLC

APPLICATION: TO SUBDIVIDE 5.29 ACRES INTO 12 RESIDENTIAL LOTS

LOCATION: PART OF THE BADGER MOUNTAIN SOUTH SUB-AREA, SOUTH 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 A PORTION OF BENTON COUNTY ASSESSOR PARCEL NO. 132982BP4732019, ALL OF WHICH IS 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: JULY 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 about 5.3 acres into a development site with 12 multi-family residential lots. The application material, specifically the Master Agreement Consistency Recommendation (MACR) for the proposal, notes that "each lot will have a single building housing 4 residential units" and that the multi-family residential uses will be "stacked units". (Ex. 4, MACR, on page 1, item 7).

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 Trowbridge Boulevard. Like the West Vineyard Phase II Preliminary Plat Recommendation issued in February of this year, this proposed subdivision is also 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. *(Ex. 2, page C0.1).*

The project site is currently vacant, and would be across and extension of Ava Way from the West Vineyard Phase II plat.

The property owner's design team submitted an application for preliminary plat approval on or about February 5, 2018. *(Staff Report, page 9; Ex. 1, Preliminary Plat Application Form cover sheet).* 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 March 29, 2018 *(Ex. 6)*, and mailed Notices of the Application and Public Hearing for the matter on or about April 3, 2018. *(Staff Report, page 9; Ex. 3).* All written comments received prior to the hearing from members of the public are included in the record as part of Exhibit 11. Once again, some neighboring property owners made 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; public testimony).*

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 this proposed 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 May 3, 2018, wherein the undersigned Examiner presided, and all persons wishing to provide comments were heard, providing testimony under oath. The Examiner visited the site of the proposed project, and public roads leading to and from the vicinity of the proposed plat, several weeks before the hearing and is familiar with the Badger Mountain South area from previous visits in connection with other applications over the last few years.

Upon consideration of the Staff Report, exhibits, public hearing testimony, 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 "BMS 4-Plex" Preliminary Plat, File No. S2018-101, dated May 3, 2018;

1 – 13. As described and indexed on page 17 of the Staff Report.

Testimony/Comments: Staff, an applicant representative, and several local residents who live near the proposed plat appeared and provided sworn testimony at the public hearing. A digital recording of the 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 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.

6. Several neighboring residents testified at the hearing, expressing general frustration with their homeowners' association about garbage and/or construction material/debris found along neighborhood roadways; about perceived traffic and parking problems; about personal opinions about renters and rental housing projects where people may not care about their neighborhood as much as homeowners do; about the loss of possible retail space being developed for 4-plex residential rental buildings; and about rosy statements that realtors or developers made to buyers about upcoming retail venues that would soon be built in the BMS community. While all of the commenters should be commended for taking time out of their days to express their feelings on the application, none of the comments were supported by evidence or legal authority that would serve as a basis to deny or supplement conditions for the pending plat application.

7. While many of the public comments expressed disappointment that 4-plex rental apartments might be built in the Badger Mountain South development, the controlling development plans and regulations for the area (the LUDR for the BMS subarea) expressly permit "stacked-units" where multi-family residential uses are allowed. The proposed 4-plexes are stacked units. Multi-family residential developments are expressly permitted in

the Specialty Retail zone areas of the BMS subarea. The proposed plat is in a Specialty Retail designated area. Accordingly, there is no legal basis to deny an application for a 4-plex development such as that proposed in this matter. *See LUDR provisions applicable to area.*

8. As to comments about the homeowners association, and the need to enforce covenants and private requirements for builders or residents in parts of the BMS community, those are outside the jurisdiction of the hearing examiner, and do not provide a basis to condition or deny the pending application for a preliminary plat. The owner's representative was present at the public hearing and is fully capable of communicating such concerns back to his client.

Compliance with city development regulations achieves consistency with the Comprehensive Plan

9. 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

10. 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.

11. 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, page 15, describing trails and sidewalks that are part of the project, all of which 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, 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; Technical Advisory Committee report and proposed conditions.*

    E. Transit stops: To the extent transit stops are or may be located nearby to serve residents of the proposed plat, or Richland residents generally, the subdivision design, access and internal circulation patterns, as conditioned, are appropriate to allow for pedestrians and vehicles to access arterials and other routes that could direct users to existing or future transit stops and facilities. The proposed plat is within the Ben Franklin Transit service area, though no bus service is currently provided for the neighborhood. The transit agency was given lawful notice of the proposed plat and did not provide any comments or feedback for consideration as part of the record in this matter. *Staff Report, pages 11 and 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, TAC Report, 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 utility plans, showing connections and extensions for city sewer service; Ex. 12, 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 walking paths and sidewalks 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.

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.

[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.

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 **"BMS 4-Plex" 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: July 27, 2018.

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:	Badger Mountain South 4-Plex - Preliminary Plat
LOCATION:	South of the intersection of Ava Way and Bellaview Avenue within the Badger Mountain South Sub-Area
APPLICANT:	Nor Am Investment, LLC
FILE NO.:	S2018-101
DESCRIPTION:	Request to subdivide 5.29 acres into 12 residential lots allowing for the development of multi-family 4-plexes together with two green space tracts
PROJECT TYPE:	Type III Preliminary Plat
HEARING DATE:	May 3, 2018
REPORT BY:	Shane O'Neill, Interim Planning Administrator
RECOMMENDED ACTION:	Approval subject to completion of proposed conditions

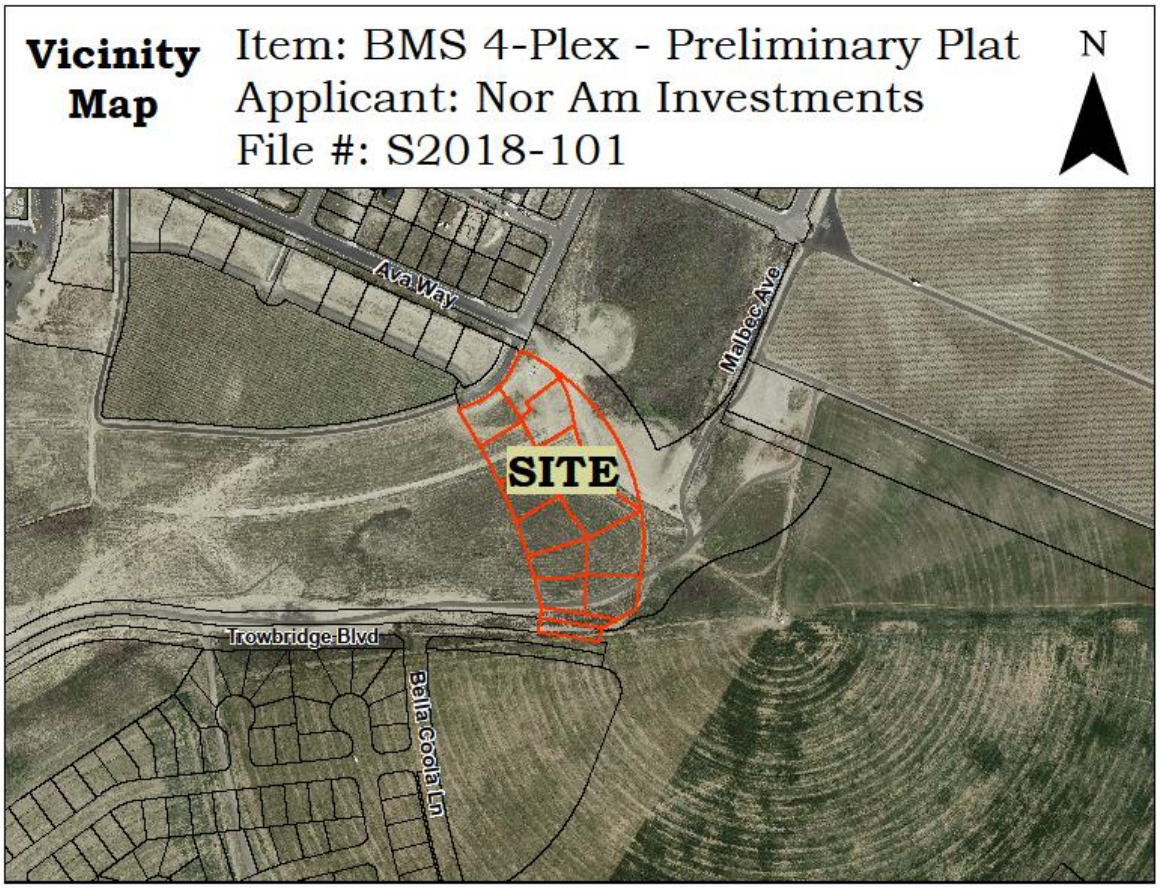


Figure 1 - Vicinity Map

DESCRIPTION OF PROPOSAL

Nor Am Investments LLC has filed a preliminary plat application (Exhibit 1) to divide approximately 5.3 acres into 12 multi-family residential lots with an average lot area of 15,936 square feet (0.36 acres), known as the plat of BMS – 4-Plex. All lots are planned to be served by a contiguous network of private access easements (see Exhibit 2- plat map).

Located within the area of Richland known as Badger Mountain South, this plat site lies north of the east terminus of Trowbridge Boulevard just east/southeast 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 BMS – 4-Plex benefits from previous planning efforts aimed at streamlining the platting process and environmental review procedures discussed further in this report.

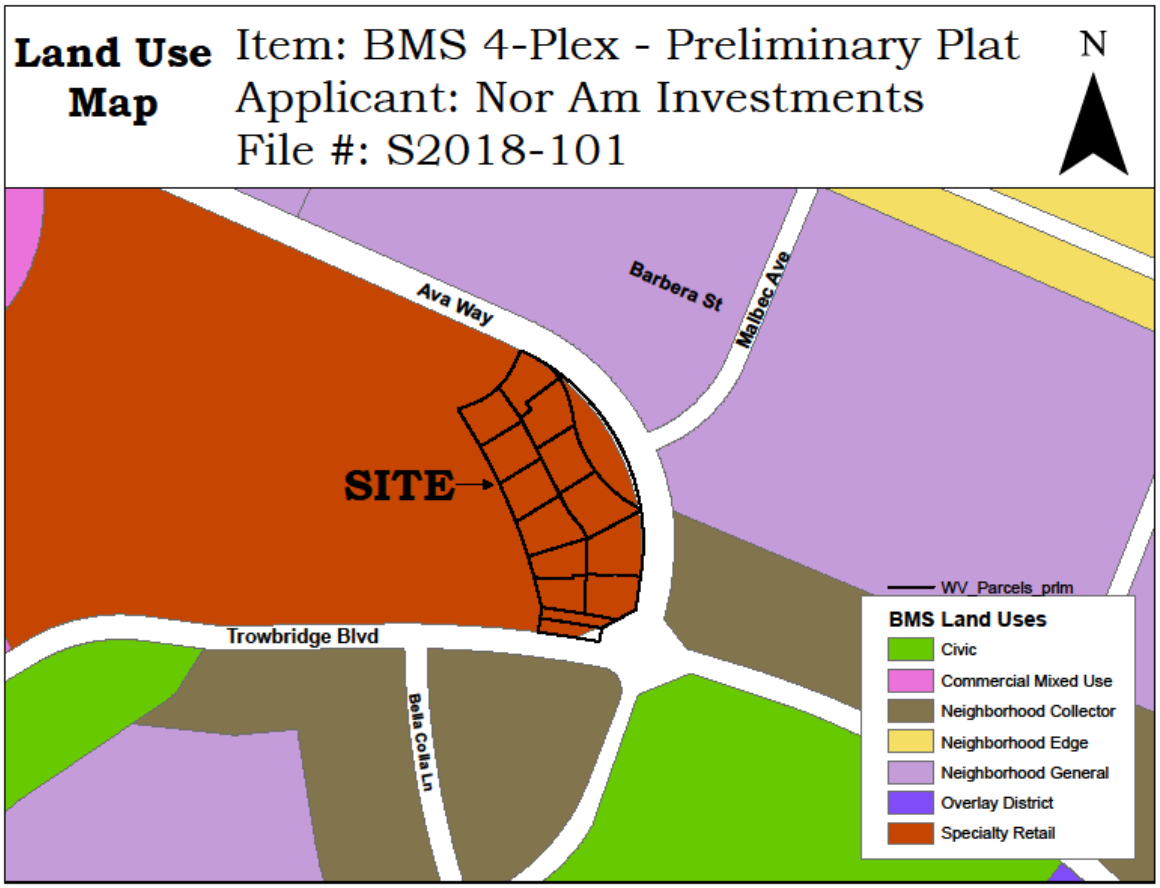


Figure 2 – Comprehensive Plan Map

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 which 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 which specifically apply to the Badger Mountain South Subarea Plan known as the Land Use and Development Regulations (LUDR). The City also adopted a Planned Action Ordinance (Exhibit 10 - RMC 19.50.030 – Planned Action Ordinance) for the subarea based on a supplemental environmental impact statement which was prepared for the master planned community.

LUDR PROVISIONS

The subject property and all immediate surrounding properties are included in the Badger Mountain South Subarea plan and LUDR regulations. The proposed plat is assigned the Specialty Retail District as described in Section 2.A of the LUDR:

Specialty Retail (BMS-SD-SR): The Specialty Retail District is intended to support the growing interest in local and regional agricultural products, in particular the local wine industry.

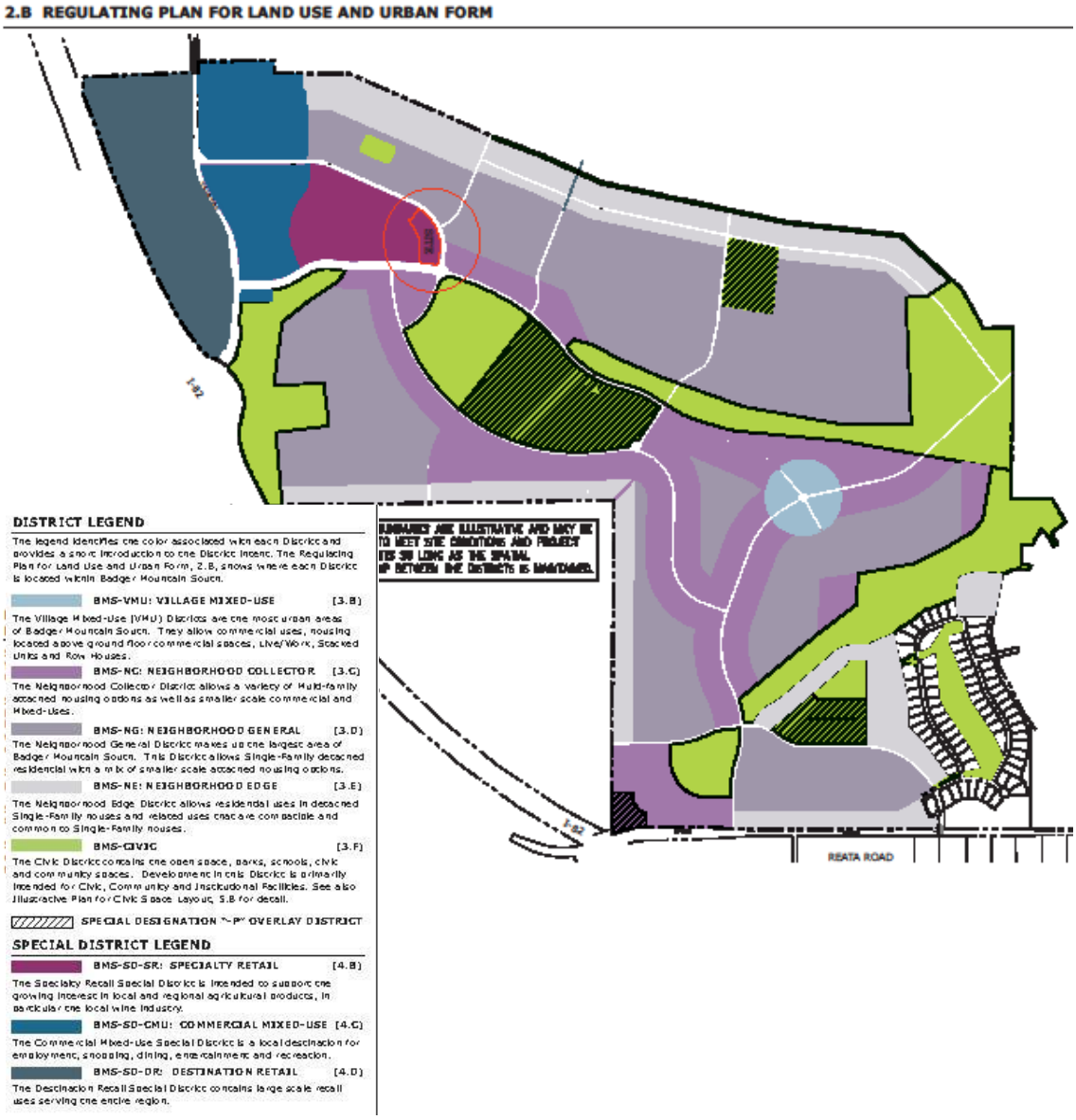


Figure 3 – Regulating Plan for Land Use and Urban Form

The land use table on page 2-3 of the LUDR shows the permitted uses in each BMS sub-zone. Permitted uses in the Specialty Retail zone include single-family & multi-family residential developments, retail businesses, offices, public facilities, parking lots amongst other uses.

Page 4-2 of the LUDR provides a limited list of development standards to guide development in the Specialty Retail zone. This list does not include dimensional requirements such as minimum setbacks, maximum building heights or other restrictions commonly set forth in municipal zoning codes. Lack of dimensional limitation intentionally provides a greater degree of flexibility for siting buildings and their associated on-site features.

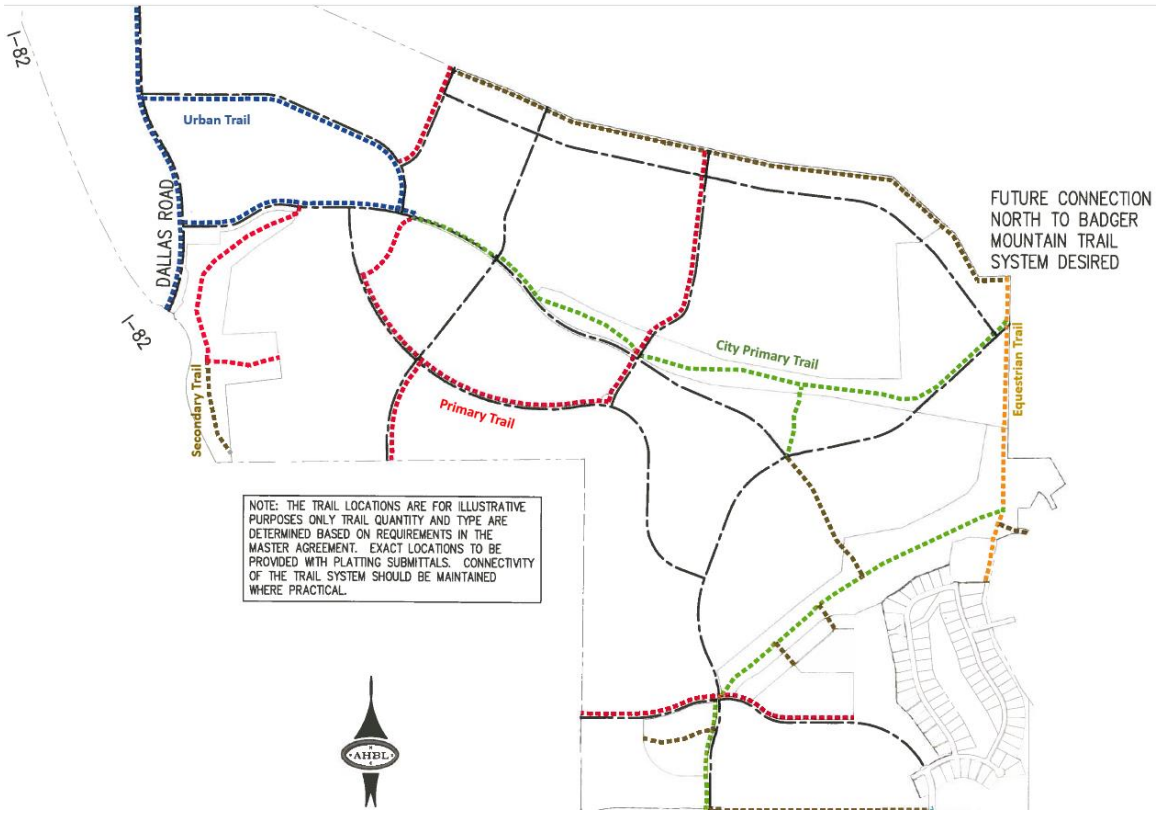


Figure 4 – Trail Layout Plan

Trail Standards

The LUDR identifies a system of pedestrian trails throughout the master planned area. The 250-foot trail segment located along the proposed extension of Trowbridge Blvd is designated as Urban Trail. The design standards for primary trails (refer to Section 5.I of the LUDR) requires a 12 foot wide concrete or asphalt surface. Page 5 of the Master Agreement Consistency Recommendation (MACR – Exhibit 4) outlines green infrastructure concurrency calculations in fulfilling the plats' obligation schedule for installing green infrastructure. In this case construction of the new segment of urban trail along Trowbridge Blvd.

together with the two green-space tracts partially fulfill the plats' green infrastructure obligations. Here the applicant has previously proposed construction of the adjacent segment of Ava Way containing a continuation of urban trail for approximately 840-feet with the plat of West Vineyard 2. In order to fulfill the remaining (510 LF) of green infrastructure obligation the MACR identifies the applicant's intent to install equivalent trail(s) in the area slated to be developed with a City Park. Transference of green infrastructure obligations to the designated City park will likely result in an area-wide shortcoming of green infrastructure construction if this method is applied on continuing basis. In this case the transference may be acceptable due to the concurrency requirement to develop the urban trail on Ava Way by way of TAC condition #21. The improvement schedule is outlined in Exhibit D of the BMS master agreement (Exhibit 9). NorAm has begun discussions with the City Parks & Public Facilities Department and the Planning Department in an effort to coordinate planning and development of the City Park.

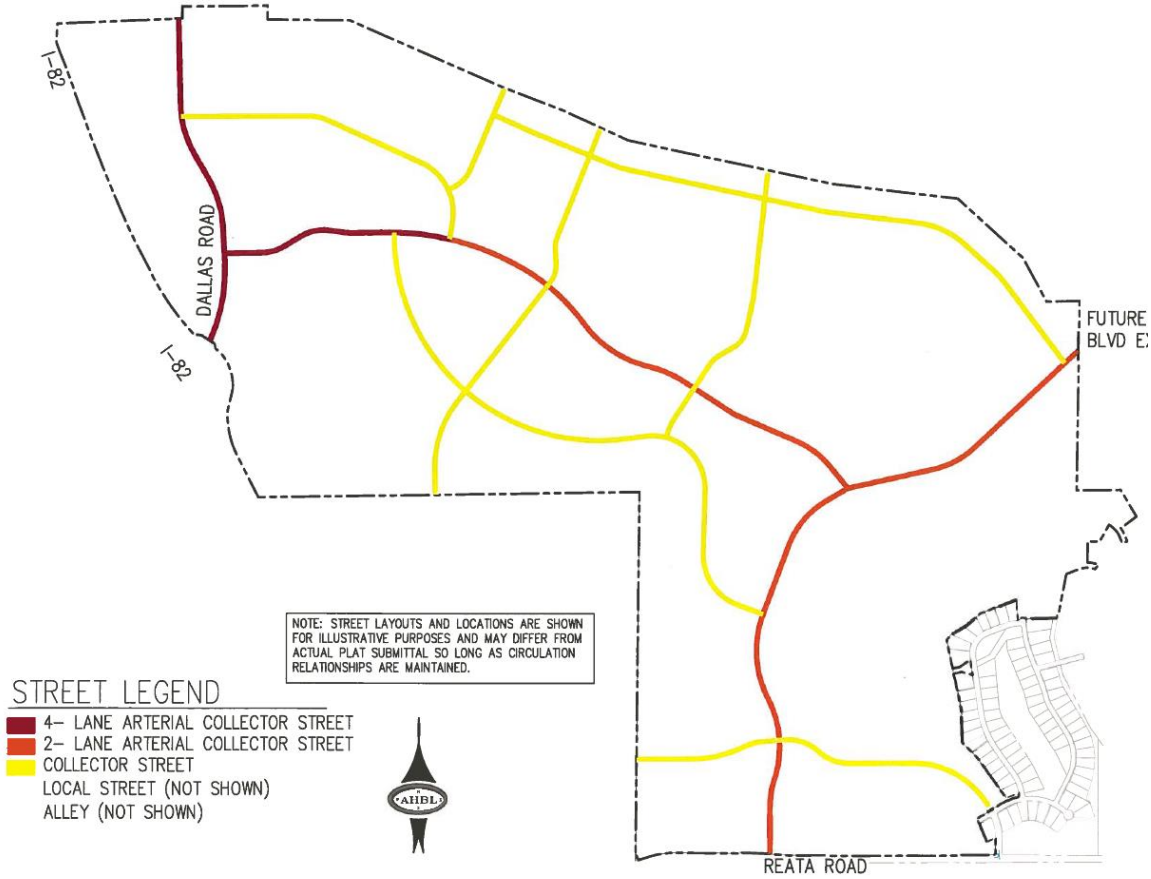


Figure 5 – Regulating Plan for Streets

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 the proposed plat; continuing east to the plat 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 this plat, trail construction would likely be linked to development of the adjacent park.

The extension of Ava Way along the northeasterly 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. TAC condition #21 links development of the section of Ava Way adjacent to this plat site to both this plat and the plat of West Vineyard 2 using the standard concurrency method used City-wide (Exhibit 12).

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. In this case the proposed block length has been set due to existing site constraints including the location of Ava Way, Trowbridge Blvd., and the private access road to the north. As allowed in Section 7.B.3 of the LUDR, portions of the site include non-orthogonal street networks in response to topographical and site constraints.

Density Requirements

Chapter 7.C of the LUDR establishes density targets for each of the neighborhoods within the Badger Mountain South community. This site lies within the West Vineyard neighborhood area (page 1-2 of the LUDR). 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 48 residential units.

The MACR (Exhibit 4) indicates lots will only be developed with multi-family homes in the form of 4-plexes, 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 set an overall BMS-wide community goal of achieving a composition of 60 percent single-family housing and 40 percent multi-family housing. At current a majority of the BMS area is

comprised of single-family homes; development of this plat will contribute toward meeting the stated 40 percent multi-family housing goal.

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 this recommendation and has issued a Master Agreement Consistency Determination for (Exhibit 6).

SITE DESCRIPTION & ADJACENT LAND USES

The site consists of gently rolling hills; which 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 with the exception of one single-family home to the west of proposed lots 1 & 7 which will be separated from the plat by a private road. The development potential of the surrounding vacant land is outlined in the BMS LUDR.

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 which 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:	February 5, 2018
Notice of Hearing Mailed:	April 3, 2017
Notice of Hearing Posted:	March 26, 2018
Notice of Hearing Published:	April 9, 2018
Public Hearing:	May 3, 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.

At the time this report was prepared no public comments had been received.

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 and Ava Way, which extend east from Dallas Road and then tie into the interior road system serving 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 BMS 4-Plex. 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 which will connect to the existing West Vineyard residential plat to the west and with future divisions of West Vineyard to the north.

SEPA

A Supplemental Final Environmental Impact Statement was completed for this site at the time 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 which 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 5).

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 notified for commenting.

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 the 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 which 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 0.13-acre green space tract (Tract A) together with the 0.62-acre opens space tract (Tract B).
- The plat includes a plan for grading and drainage. The provisions of the planned action for Badger Mountain South require that the 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 Ava Way, a collector street which is intended to funnel traffic to the arterial roadways in the Badger Mountain South community. Ava Way would extend south from the site to the southerly border of the site where Ava Way will intersect with 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 which 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 ties to development of either this plat or West Vineyard 2, whichever comes first.
- The project provides for walking paths and sidewalks throughout the subdivision which 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 which 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 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 for the BMS 4-Plex preliminary plat (S2018-101) 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 Specialty Retail land uses.
2. The proposed plat lies within West Vineyard neighborhood area identified in section 1.E of the Badger Mountain South LUDR.
3. 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.
4. The proposed preliminary plat consists of a 5.3 acre site into 12 multi-family residential lots; a 0.13-acre green space tract and a 0.62-acre green space tract.
5. The Master Agreement Consistency Recommendation anticipates 12 multi-family dwellings within the 4-Plex development, resulting in a total of 48 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:

6. 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.
7. 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.

8. 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:

9. Section 24.12.053 of the RMC sets forth standards for review of preliminary plats which 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 which assure safe walking conditions for students who only walk to and from school.
10. As conditioned by way of TAC report condition #21 the proposed preliminary plat provides for the development of a street network which is consistent with the regulating street plan contained in the LUDR.
11. 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.
12. 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,
13. The preliminary plat includes provisions for the construction of an urban pedestrian trail system along the northeasterly and southerly boundaries of the proposed project which is consistent with the trail layout plan set forth in the LUDR.
14. The project calls for the development of urban trails in a schedule which is consistent with the green infrastructure improvements called for in the Master Agreement between the City and Nor Am investment, LLC.
15. 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.
16. 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.
17. The proposed plat includes provisions for sidewalks and trails bordering the site and as conditioned.

18. 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.
19. 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 which assure safe walking conditions for students who only walk to and from school.

Findings of Fact:

20. The City has adopted a Planned Action Ordinance for the Badger Mountain South Master Planned Community.
21. 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.
22. The applicants submitted a modified environmental checklist for the project, which enumerated the specific mitigation measures which would be applied to the project.
23. On March 29, 2018, 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:

24. RMC 19.60.095(D) requires that development not lower the level of service standard for transportation facilities below a level of service D.
25. 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.
26. Including the proposed 12-lot plat, there will be a total of 214 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 BMS 4-Plex 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) [place-holder, none received]
12. Technical Advisory Committee (TAC) Report
13. Site Photos

Exhibit 1

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

PRELIMINARY PLAT APPLICATION

Applicant's Section			
Applicant or Sponsor NOR AM INVESTMENTS, LLC			
Address PO BOX 1307	City GIG HARBOR	State WA	Zip 98335
Phone Number 253-677-3402	Fax Number 253-265-3163	Other N/A	
Proposed Subdivision Name BMS - 4-PLEX	Legal Description SEE ATTACHED		
Average Size Lots 15,936 SF	Proposed Number of Tracts 2		
Average Lot Size (Residential Lots) 15,936 SF	Area in Acres 5.29 ACRES		
Proposed Number of Lots 12	Proposed Number of Blocks		
Name of Surveyor Platting Subdivision JOHN BECKER, PLS AHBL, INC.			
Address 5804 RD 90 SUITE H	City PASCO	State WA	Zip 99301
Phone Number 509-380-5883	Fax Number N/A	Other NA/	

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

Applicant's Signature

2/5/18
Date

OFFICE USE ONLY

Filed on 2.5.18

Signature

Case File No. S2018-101

Date of HEARING EXAMINER Hearing 5.3.2018

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 - 4-PLEX PRELIMINARY PLAT

LOCATED IN SEC. 32 & 33, TWN. 09 N., RGE. 28 E. W.M.

BENTON COUNTY, WASHINGTON.

OWNER/APPLICANT:

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

CIVIL ENGINEER:

AHBL, INC
5804 ROAD 90, SUITE H
PASCO, WA 99301
CONTACT: CALEB STROMSTAD, PE
PHONE: 509-380-5883

SURVEYOR:

AHBL, INC
5804 ROAD 90, SUITE H
PASCO, WA 99301
CONTACT: JOHN BECKER, PLS
PHONE: 509-380-5883

BASIS OF BEARING:

DATUM - NAD 83/91
BASIS OF BEARING - NORTH 77°19'12" EAST ALONG A LINE BETWEEN THE FOLLOWING TWO POINTS:
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, MONUMENT DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.
N = 330320.261'
E = 1940161.471'

VERTICAL DATUM:

NAVD 88
BENCHMARK 1 - ELEVATION = 801.875' PER CITY OF RICHLAND SURVEY DEPARTMENT. SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 28 EAST OF THE WILLAMETTE MERIDIAN. BRASS DISK WITH "X" IN CASE, CENTERLINE OF DALLAS ROAD, APPROXIMATELY 0.75 MILES NORTH OF INTERSTATE 82, EXIT 104.
BENCHMARK 2 - ELEVATION = 1489.377' PER WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, ALSO DESIGNATED AS "ERIE AZI", POINT IDENTIFICATION NUMBER 2668. BRASS DISK STAMPED "ERIE" SET AT GROUND LEVEL, ATOP FIRST SADDLE EASTERLY OF RADIO TOWERS AT THE PEAK OF BADGER MOUNTAIN, APPROXIMATELY 10 FEET NORTH OF THE GRAVEL ACCESS ROAD.

UTILITIES / SERVICES:

WATER:
CITY OF RICHLAND
2700 DUPORTAIL ST
PO BOX 190 MS-15
RICHLAND, WA 99352
PH: 509-942-7670

SEWER:
CITY OF RICHLAND
555 LACY RD
PO BOX 190 MS-27
RICHLAND, WA 99352
PH: 590-942-7480

POWER:
CITY OF RICHLAND
840 NORTHGATE DR
RICHLAND, WA 99352
PH: 509-942-7403

IRRIGATION:
BADGER MOUNTAIN IRRIGATION DISTRICT
8525 E. REATA RD
KENNEWICK, WA 99338
PH: 509-628-0777

REFUSE:
CITY OF RICHLAND SOLID WASTE DEPT.
3102 TWIN BRIDGES RD
RICHLAND, WA 99352
PH: 509-942-7700

NATURAL GAS:
CASCADE NATURAL GAS
8113 W. GRANDRIDGE BLVD
KENNEWICK, WA 99336
PH: 206-624-3900

COMMUNICATION
CHARTER COMMUNICATIONS
639 N. KELLOGG ST
KENNEWICK, WA 99336
PH: 833-267-6097

NOTES:

1. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE BUILDING STANDARDS CONTAINED IN SECTIONS 2 AND 3 OF THE LAND USED AND DEVELOPMENT REGULATIONS FOR THE BADGER MOUNTAIN SOUTH COMMUNITY (LUDR).
2. ALL RESIDENTIAL STRUCTURES LOCATED WITHIN THIS PLAT SHALL CONFORM TO THE SUSTAINABILITY STANDARDS CONTAINED IN SECTION 12 OF THE LUDR.

LAND USE TABLE

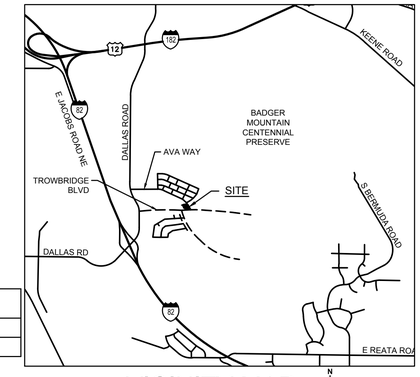
TOTAL SITE AREA	5.29 ACRES
ROW DEDICATION	0.15 ACRES
TOTAL LOT AREA	4.39 ACRES
NUMBER OF 4-PLEX LOTS	12
AVERAGE LOT SIZE	15,936 SF
MINIMUM LOT SIZE	11,536 SF (LOT 6)
MAXIMUM LOT SIZE	21,128 SF (LOT 11)
TRACT A (GREEN SPACE)	0.13 ACRES
TRACT B (GREEN SPACE)	0.62 ACRES
ACCESS & UTILITY EASEMENTS	1.50 ACRES

TOPOGRAPHIC NOTE:

THE EXISTING CULTURAL AND TOPOGRAPHIC DATA SHOWN ON THESE DRAWINGS HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, AHBL CANNOT ENSURE ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THAT INFORMATION OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO THESE DRAWING AS A RESULT.

PARKING TABLE

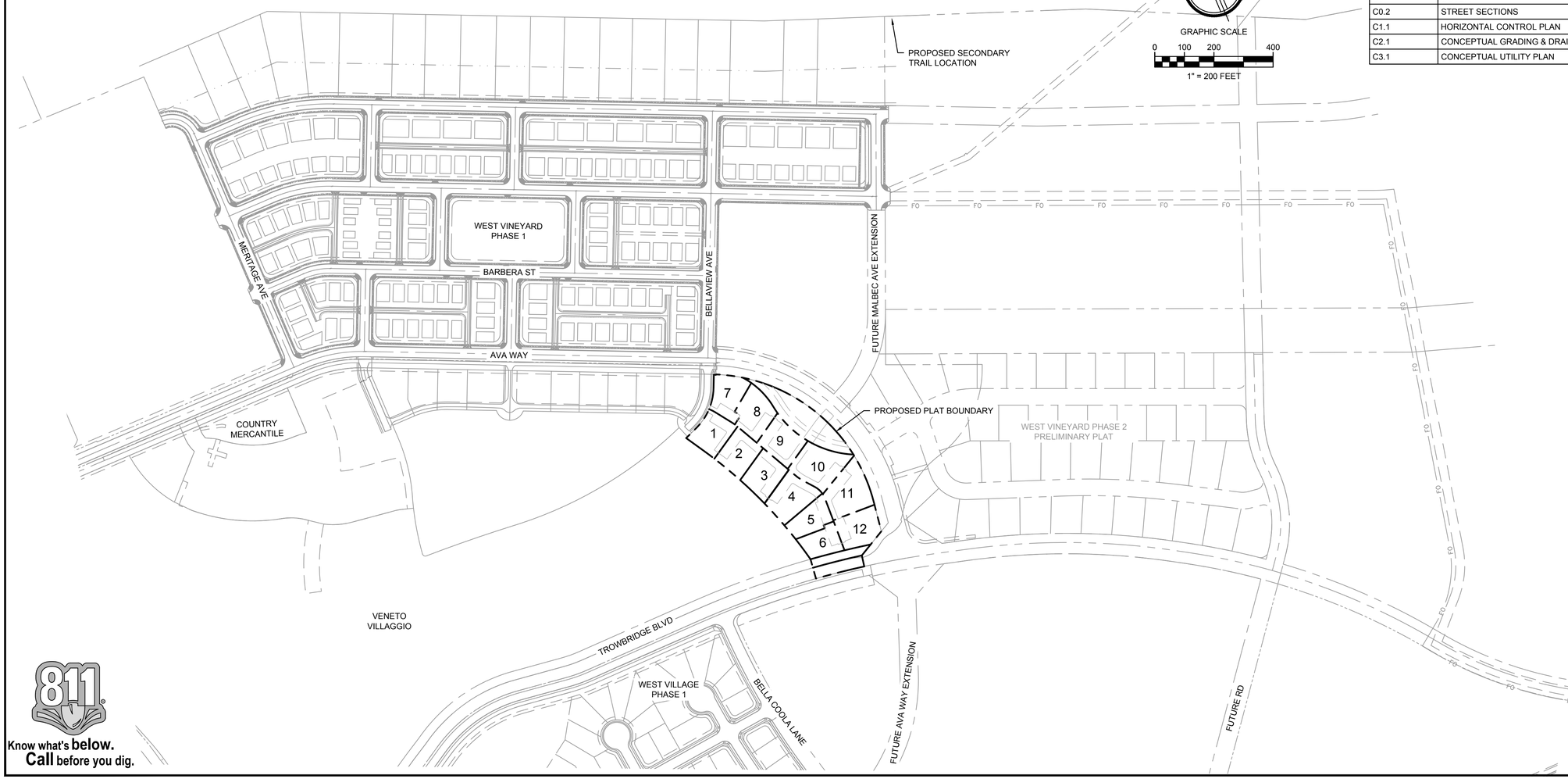
PARKING STALLS	91
ADA STALLS	12



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 GRADING & DRAINAGE PLAN
C3.1	CONCEPTUAL UTILITY PLAN



811
Know what's **below.**
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5804 Road 90, Suite H Pasco, WA 99301
509.380.5883 TEL 509.380.5885 FAX www.ahbl.com WEB

Project Title:
BMS - 4-PLEX PRELIMINARY PLAT

Client:
NOR AM INVESTMENT, LLC

12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

Job No.
2133023.10

Issue Set & Date:
PRELIMINARY PLAT
02/01/2018

TODD CHRISTOPHER SAWIN
STATE OF WASHINGTON
46416
REGISTERED
PROFESSIONAL ENGINEER
02/02/2018

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SUBJECT TO AGENCY REVIEW

3
2
1

Revisions:

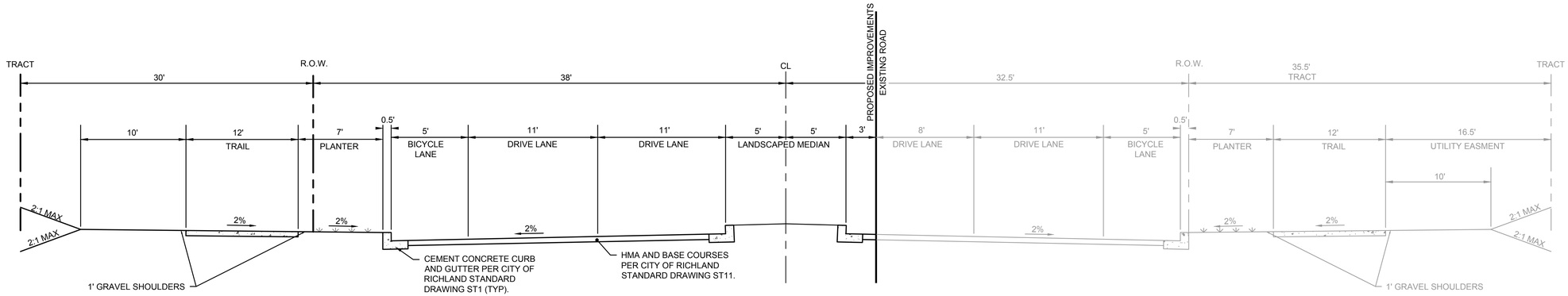
Sheet Title:
COVER

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

Sheet No.
C0.1
1 of 5 Sheets

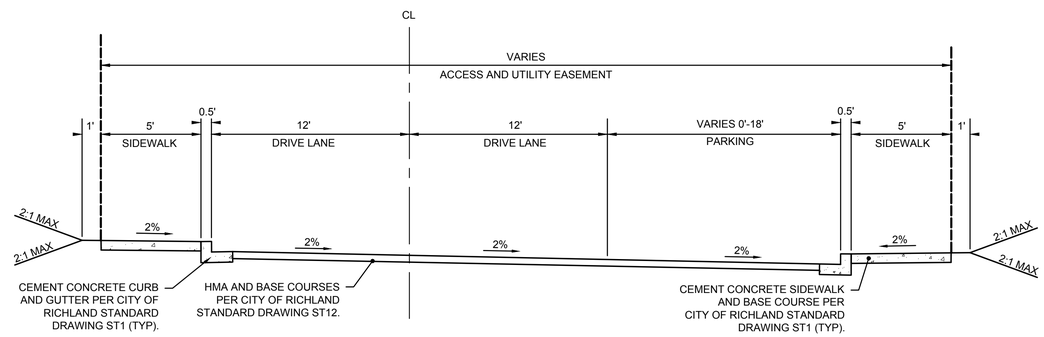
DATE: February 1, 2018 FILENAME: Q:\2013\2133023\10_CIV\CAD\PRELIMINARY PLAT\2133023-SH-PRELIMINARY PLAT COVER.dwg

BMS - 4-PLEX PRELIMINARY PLAT



1 4-LANE ARTERIAL COLLECTOR STREET WITH EDGE TYPE B - TROWBRIDGE BLVD

NOT TO SCALE



2 PRIVATE ACCESS ROAD PAVEMENT SECTION

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4
3
2
1

Revisions:

Sheet Title:

STREET SECTIONS

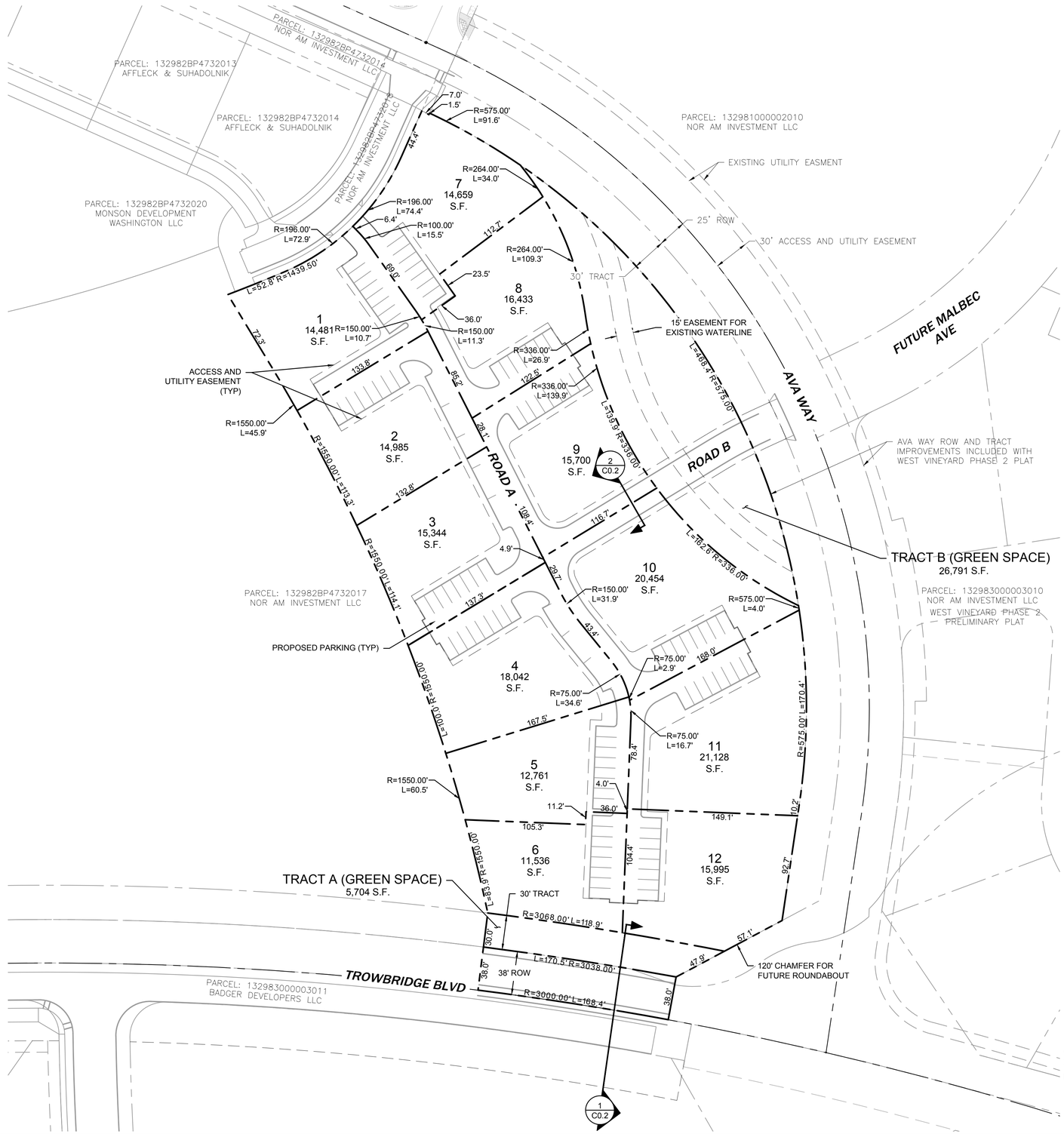
Designed by:	Drawn by:	Checked by:
CTS	KDM	TCS

Sheet No.

C0.2

2 of 5 Sheets

BMS - 4-PLEX PRELIMINARY PLAT



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LAND USE NOTES:

ALL LOTS WITHIN PLAT TO BE MULTIFAMILY BUILDINGS WITH UP TO FOUR DWELLING UNITS PER BUILDING. ONE BUILDING PER LOT ALLOWED.

DATE: January 31, 2018 FILENAME: Q:\2013\2133023\10_CIV\CAD\PRELIMINARY PLAT\2133023-SH-PRELIMINARY PLAT HORIZ.dwg

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REVIEW

4
3
2
1

Revisions:

Sheet Title:

HORIZONTAL CONTROL PLAN

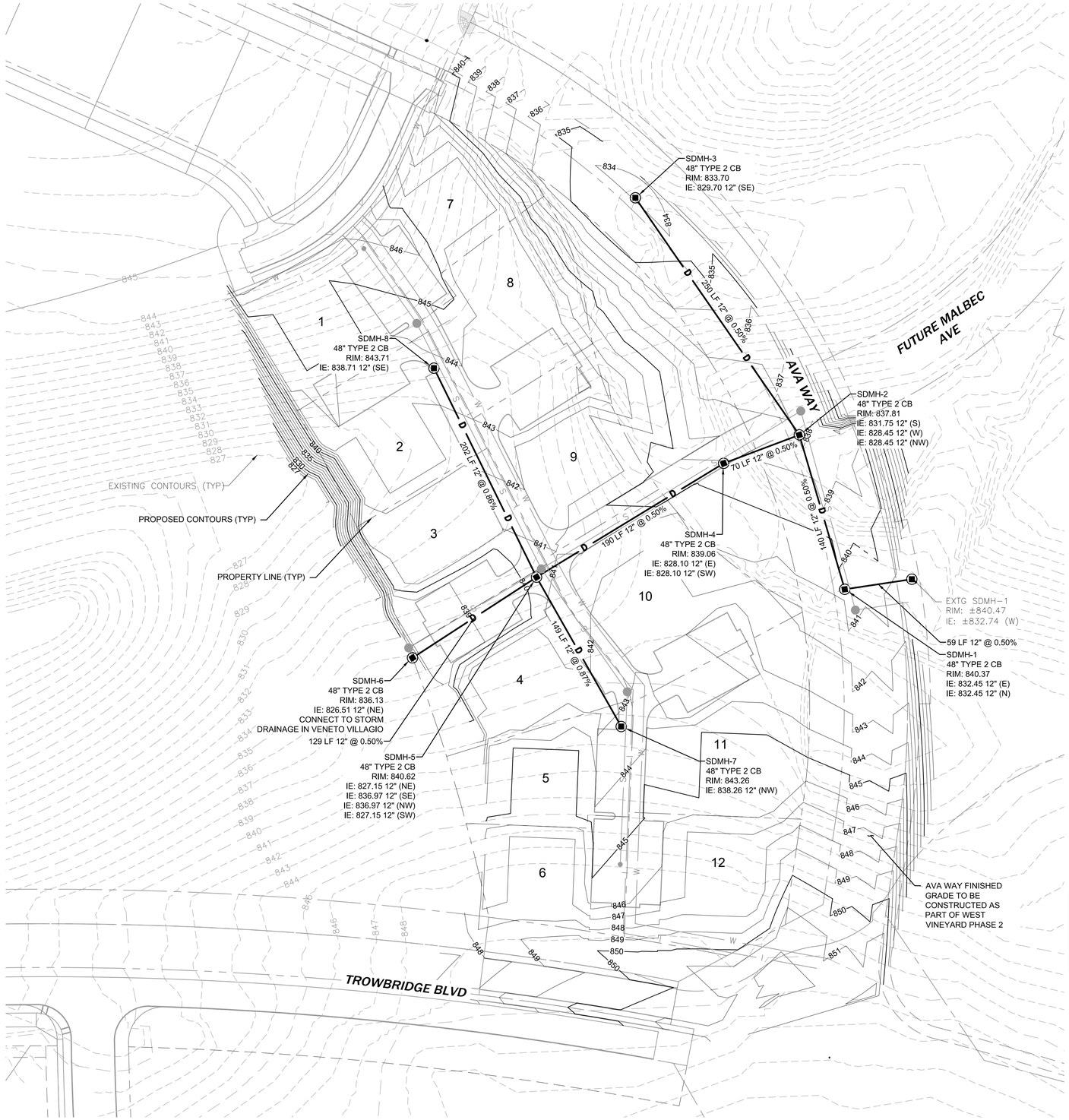
Designed by:	Drawn by:	Checked by:
CTS	KDM	TCS

Sheet No.

C1.1

3 of 5 Sheets

BMS - 4-PLEX PRELIMINARY PLAT



N

GRAPHIC SCALE

0 25 50 100 FEET

1" = 50 FEET

GRADING QUANTITIES

TOTAL ROAD (ft)	1,900
TOTAL CUT (cy)	1,983
TOTAL FILL (cy)	38,289
IMPORT QUANTITY (cy)	36,306

GRADING NOTES:

GRADING QUANTITIES ARE ESTIMATES ONLY INTENDED FOR THE PERMITTING PROCESS. DO NOT USE FOR BID PURPOSES. THE QUANTITIES DO NOT ACCOUNT FOR STRIPPINGS, COMPACTIONS OR CUT/FILL ADJUSTMENT FACTORS.

DRAINAGE NOTES:

ADDITIONAL CATCH BASINS TO BE ADDED AT TIME OF FINAL DESIGN.

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509.380.5883 TEL 509.380.5885 FAX www.ahbl.com WEB

Project Title:

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12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

Job No.

2133023.10

Issue Set & Date:

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02/01/2018

TODD CHRISTOPHER SWIM
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02/02/2018

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SUBJECT TO AGENCY REVIEW

Revisions:

Sheet Title:

CONCEPTUAL GRADING & DRAINAGE PLAN

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

Sheet No.

C2.1

4 of 5 Sheets

DATE: January 31, 2018 FILENAME: Q:\2013\2133023\10_CIV\CAD\PRELIMINARY PLAT\2133023-SH-PRELIMINARY PLAT GRAD.dwg

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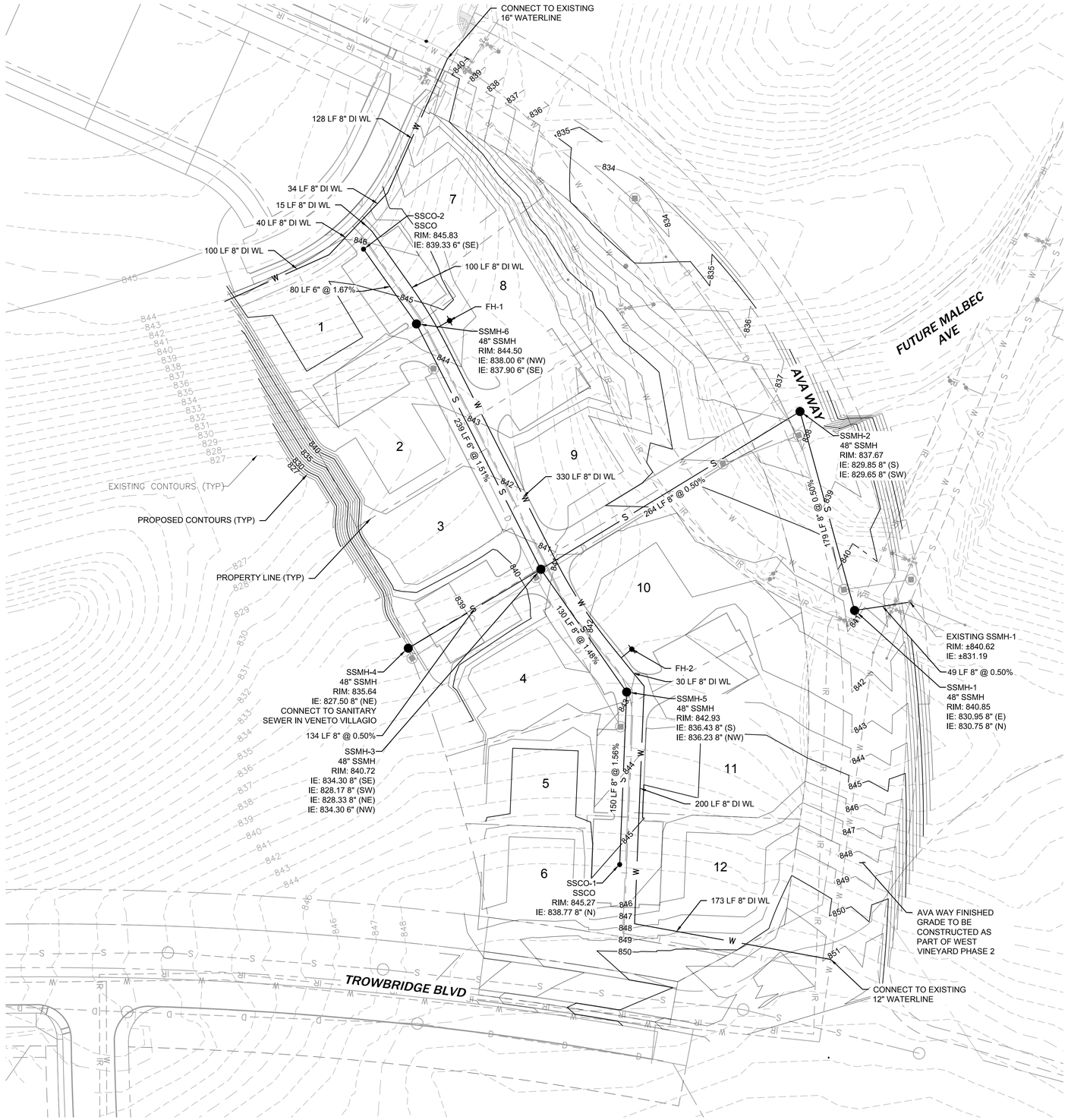

N

GRAPHIC SCALE

0 25 50 100 FEET

1" = 50 FEET

UTILITY NOTES:

UTILITY EASEMENTS FOR SEWER AND WATER TO BE PROVIDED AS PART OF FINAL PLAT.

Know what's **below.**
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DATE: January 31, 2018 FILENAME: Q:\2013\2133023\10_CIV\CAD\PRELIMINARY PLAT\2133023-SH-PRELIMINARY PLAT UTIL.dwg

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Project Title:

BMS - 4-PLEX PRELIMINARY PLAT

Client:

NOR AM INVESTMENT, LLC

12513 SW DUBOIS AVE
LAKEWOOD, WA 98498-5242

Job No.

2133023.10

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02/01/2018

TODD CHRISTOPHER SWIM
STATE OF WASHINGTON
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SUBJECT TO AGENCY REVIEW

Revisions:

Sheet Title:

CONCEPTUAL UTILITY PLAN

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

Sheet No.

C3.1

5 of 5 Sheets

Exhibit 3

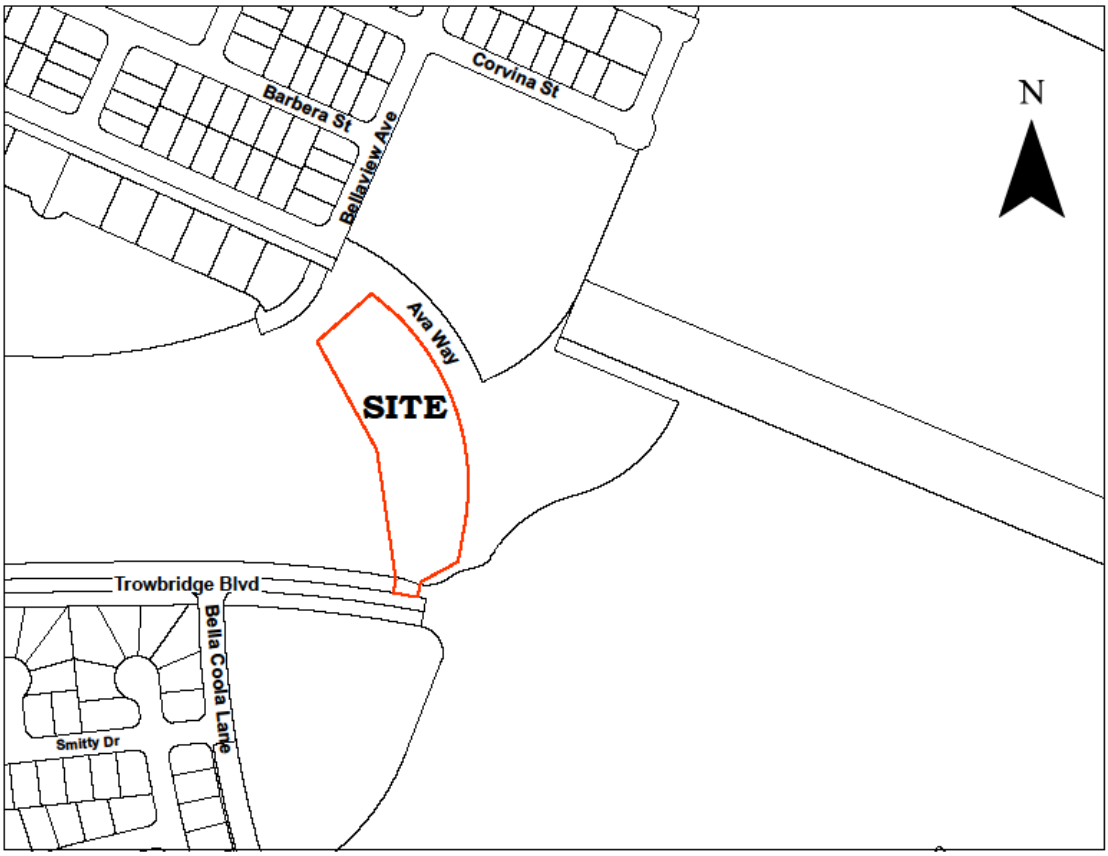
CITY OF RICHLAND
NOTICE OF APPLICATION
AND PUBLIC HEARING (S2018-101)

Notice is hereby given that on February 5, 2018, Nor Am Investments LLC filed an application for preliminary plat approval to subdivide an approximately 5.3 acre site into 12 multi-family residential lots (Preliminary Plat of BMS – 4-Plex). The proposed plat site is located on the south side north of Trowbridge Blvd. The proposed plat would have an average lot size of 15,936 square feet.

The Richland Hearings Examiner, on **Thursday, May 3**, 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) 942-7764 or emailed to soneill@ci.richland.wa.us. Written comments should be received no later than 5:00 p.m. on Monday, April 23, 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, the Badger Mountain South Sub-Area Plan and Land Use Development Regulations. 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 23rd day of March, 2018, I posted the attached NOTICE OF PUBLIC HEARING, File Number S2018-101 (BMS-4-plex Pre.Plat) at the following location:

The east terminus of Ava Way, within the West Vineyard subdivision of Badger Mountain South subarea

Print Name: Shane O'Neill

SIGNED AND SWORN to before me this 26th day of March, 2018 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, Wa.

My appointment expires: 11-1-20

OCTOBER L FOLLETT
Commission Expires
NOTARY
PUBLIC
11-01-2020
STATE OF WASHINGTON

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
) ss.
COUNTY OF BENTON)

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

1. I am an employee in the Planning & Development Department for the City of Richland.

2. On the 3rd day of April, 2018, I mailed a copy of the attached NOTICE OF APPLICATION, AND PUBLIC HEARING (S2018-101) to the attached list of individuals via regular USPS on the date indicated above. The Notice application for preliminary plat approval to subdivide an approximately 5.3 acre site into 12 multi-family residential lots (Preliminary Plat of BMS – 4-Plex). The proposed plat site is located on the south side north of Trowbridge Blvd. The Public Hearing will take place May 3, 2018. The City has also issued a Determination of Non-Significance for the project.

Kathy L. Anderson
Signed Name: Kathy Anderson

SIGNED AND SWORN to before me this 3rd day of April, 2018 by Kathy Anderson.

OCTOBER L FOLLETT
Commission Expires
NOTARY
PUBLIC
11-01-2020
STATE OF WASHINGTON

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

Exhibit 4

Badger Mountain South

Master Agreement Consistency Recommendation (MACR)
Supplement to the Preliminary Plat Application for
BMS – 4-Plex

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 creating 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 boundary for the BMS – 4-Plex preliminary plat application is included in the Specialty Retail Special District (BMS-SD-SR) and within the Veneto Villaggio commercial area. Allowed uses within this district include single-family residences and multi-family residences. In the LUDR, density targets and housing mix for each of the five BMS neighborhoods is discussed. This development meets the density targets outlined in the LUDR.

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
BMS – 4-Plex

Date: January 31, 2018

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:

BMS – 4-Plex

3. Project description including site size in acres:

A subdivision of 5.29 acres total area; 12 multi-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:

No phasing.

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

Specialty Retail Special District (BMS-SD-SR)

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

Neighborhood: *Veneto Villaggio*

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

Multi-Family residential uses to be stacked units. Each lot will have a single building housing 4 residential units in it.

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

Multi-family 4-plexes with private street and parking lot access.

9. LUDR Preliminary Plat Checklist:

Referenced LUDR Section, Criteria, and Applicant's Response *This column to be completed by Applicant.*	**Reviewer Comments** *This column to be completed by Master Plan Administrator.*
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: *Smallest: 200 ft.; largest: 340 ft.*	*The block length for this plat has been set due to existing site constraints including the location of AVA Way, Trowbridge Blvd, and the private access road to the north. As allowed in LUDR Section 7.B.3, portions of the site include non-orthogonal street networks in response to topographical and site constraints.*
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 ☒	*The plat is zoned BMS-SD-SR and no alley loaded product is proposed.*

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*	*Special Districts are not regulated by Building Type.*
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.	*Proposed streets are in compliance with LUDR Sections 6.B – 6H. See page C0.2 for street sections proposed for the plat. Interior streets will be private. The half-street extension of Trowbridge Blvd along the southern end of the plat is the only public street to be constructed.*

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: **LUDR 7.B.4** Dead-end alleys greater than 150' ft. are not permitted; are dead end alleys greater than 150' proposed? Yes ☐ No ☒	*No alley's proposed.*
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: *Special Districts are not regulated by Building Type, therefore no guidelines exist relative to lot size and building type.*	*Proposed plat provides adequate lot dimensions to support 4-plex layout and parking as shown on the preliminary plat maps.*
9.7 Exceptions Are there any LUDR conditions that cannot be met by this preliminary plat? If so please describe: No.	*No exceptions are proposed.*

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 the BMS – 4-Plex Preliminary Plat, 48 multi-family units are anticipated for a total of 48 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 48 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>Urban Trail</u> 260 LF (Trowbridge Blvd) The project proposes to construct 510 LF of equivalent trail within the proposed City Park to fulfil the remainder of the trail requirement.	260*1 = 260 Equivalent LF (260 LF) / (16 LF/RU) = 16.25 RU 510 Equivalent LF (510 LF) / (16 LF/RU) =31.88 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 AC) / (0.015 AC/RU) = 2,061.3 RU
Total Residential Units allowed with the Green Infrastructure improvements per the Preliminary Plat design:		**48.13 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

Tract A - Trowbridge Blvd Greenbelt: 0.13 AC (Tract with trail along Trowbridge Blvd)

Tract B - AVA Way Greenbelt: 0.73 AC (Additional green space adjacent AVA Way Trail Tract.)

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

BMS – 4-PLEX DENSITY TARGETS: Min. 44 UNITS, Max. 48 UNITS.

Residential Units Provided: 48 multi-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: 2-2-18

Badger Mountain South Planned Action Consistency Determination
Modified Environmental Checklist for BMS – 4-Plex 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 BMS – 4-Plex 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.

Exhibit 5

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

March 29, 2018

PLANNED ACTION CONSISTENCY DETERMINATION

For: Preliminary Plat Application of "BMS 4-Plex", a Badger Mountain South Development (S2018-101)

Applicant: Nor Am Investment, LLC

Project Description: A subdivision of 5.29 acres into 12 multi-family residential lots and two green space tracts as depicted on the preliminary plat submittal dated February 1, 2018.

Master Agreement Consistency Determination: Issued March 29, 2018.

After completing the review of the preliminary plat application of BMS 4-Plex 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 BMS 4-Plex 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 BMS 4-Plex preliminary plat is consistent with the City of Richland Comprehensive Plan and the Badger Mountain Subarea Plan;
3. The BMS 4-Plex 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 March 29, 2018;
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 BMS 4-Plex Preliminary Plat";

5. The BMS 4-Plex 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 BMS 4-Plex 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 residential dwelling units 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.

March 29, 2018

Shane O'Neill,
SEPA Responsible Official

Exhibit 6

Richland

505 Swift Boulevard, P.O. Box 190 Richland, WA 99352
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www.ci.richland.wa.us

Development Permitting Division
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Fax 509-942-7764

March 29, 2018

MASTER AGREEMENT CONSISTENCY DETERMINATION

For: Preliminary Plat Application of "BMS 4-Plex", a Badger Mountain South Development (S2018-101)

Applicant: Nor Am Investments, LLC

Project Description: A subdivision of 5.29 acres into 12 multi-family residential lots and two green space tracts as depicted on the preliminary plat submittal dated February 1, 2018.

Consistency Determination Type: Level 1

Master Agreement Consistency Recommendation: The Richland Planning Department received a master agreement recommendation of consistency from Badger Mountain South Master Program Administrator on February 5, 2018.

After completing the review of the preliminary plat application of BMS 4-Plex, 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,
Interim Planning Manager

Exhibit 7

2.A INTRODUCTION

In order to achieve the intent of the LUDR as set forth in Section 1.A, as well as the other provisions of the Master Agreement, Badger Mountain South is divided into eight Urban Form Districts. Each District allows certain types of buildings and uses, identifies development intensity, employs District-specific development standards and defines the relationship of the parcels in the District to public right of ways.

The Districts and boundaries of the Districts are established as shown in Figure 2.B. Regulating Plan for Land Use and Urban Form.

The official Badger Mountain South map, called the Regulating Plan for Land Use and Urban Form, is found at Figure 2.B. The boundaries of the Districts shown, govern the uses of land, buildings, and structures within that District. Districts also govern the size of yards, the types of buildings and the heights of those buildings and other structures. These are the regulations that have been established and declared to be in effect on all land included within the boundary of each and every District shown in the official Badger Mountain South map.

DISTRICT LEGEND

The legend identifies the color associated with each District and provides a short introduction to the District intent. The Regulating Plan for Land Use and Urban Form, 2.B, shows where each District is located within Badger Mountain South.

BMS-VMU: VILLAGE MIXED-USE (3.B)

The Village Mixed-Use (VMU) Districts are the most urban areas of Badger Mountain South. They allow commercial uses, housing located above ground floor commercial spaces, Live/Work, Stacked Units and Row Houses.

BMS-NC: NEIGHBORHOOD COLLECTOR (3.C)

The Neighborhood Collector District allows a variety of Multi-family attached housing options as well as smaller scale commercial and Mixed-Uses.

BMS-NG: NEIGHBORHOOD GENERAL (3.D)

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.

BMS-NE: NEIGHBORHOOD EDGE (3.E)

The Neighborhood Edge District allows residential uses in detached Single-Family houses and related uses that are compatible and common to Single-Family houses.

BMS-CIVIC (3.F)

The Civic District contains the open space, parks, schools, civic and community spaces. Development in this District is primarily intended for Civic, Community and Institutional Facilities. See also Illustrative Plan for Civic Space Layout, 5.B for detail.

SPECIAL DESIGNATION "-P" OVERLAY DISTRICT

SPECIAL DISTRICT LEGEND

BMS-SD-SR: SPECIALTY RETAIL (4.B)

The Specialty Retail Special District is intended to support the growing interest in local and regional agricultural products, in particular the local wine industry.

BMS-SD-CMU: COMMERCIAL MIXED-USE (4.C)

The Commercial Mixed-Use Special District is a local destination for employment, shopping, dining, entertainment and recreation.

BMS-SD-DR: DESTINATION RETAIL (4.D)

The Destination Retail Special District contains large scale retail uses serving the entire region.

2.B REGULATING PLAN FOR LAND USE AND URBAN FORM

PROCESS: HOW TO USE THE REGULATING PLAN FOR URBAN FORM

Step 1: Locate on the Regulating Plan, 2.B, where you want to build in the Badger Mountain South community.

Step 2: To identify which District a property is located in, use the Regulating Plan's color-coded legend. The District designation will determine both which uses are permitted and which Building Types can be constructed.

Step 3: See the Land Use Table, 2.C, to match your proposed use to the District.

Step 4: See Building Type Table, 2.D, for the type of structures that are allowed in the District.

Step 5: Depending on what use or development will occur, and in which District, review Standards in Sections 3 – 13 for applicability.

Figure 1: Badger Mountain Subarea Land Use Plan

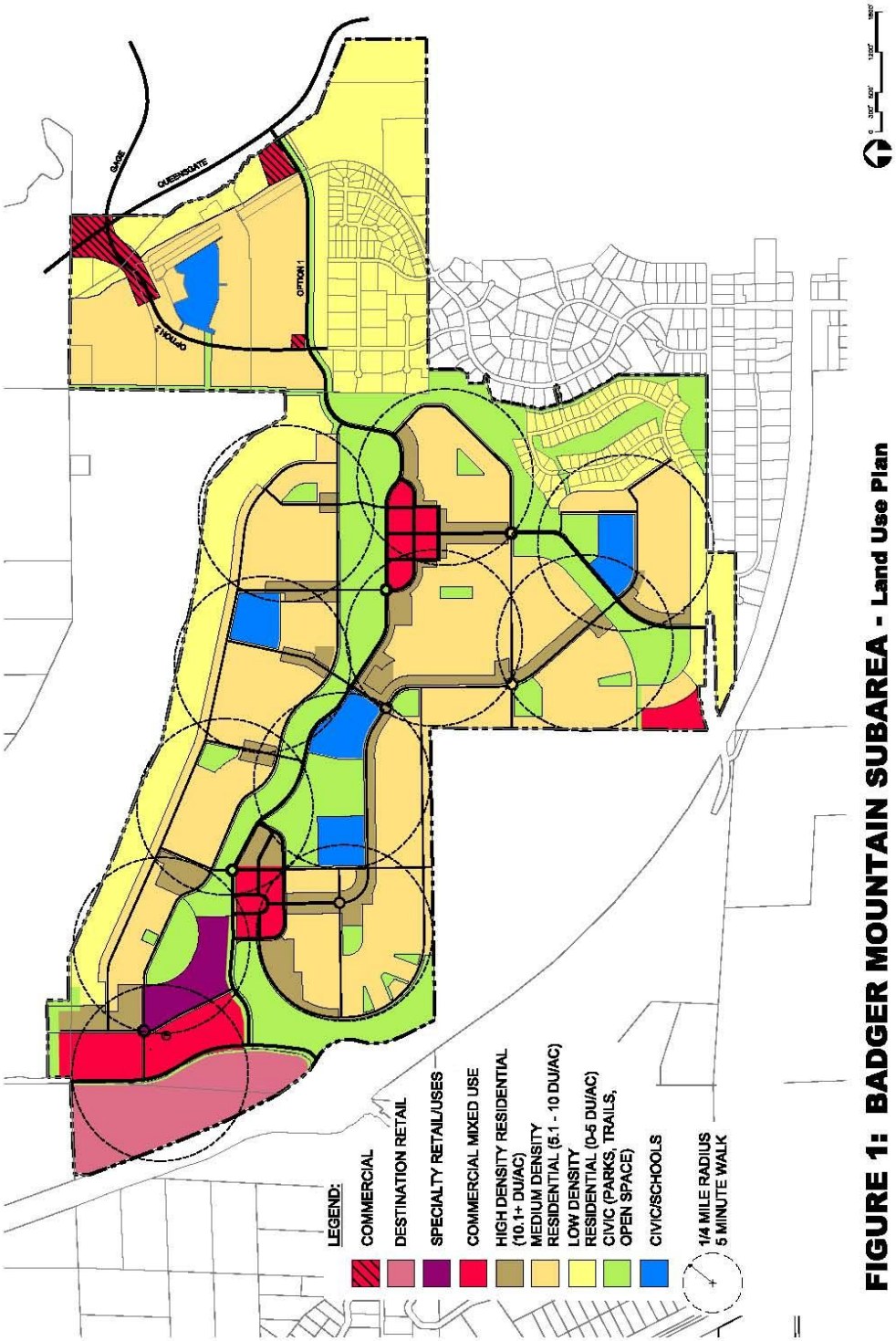

Exhibit 9

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

RICHLAND NORAM

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

RICHLAND NORAM

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.

RICHLAND NORAM

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

RICHLAND NORAM

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

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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.

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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.

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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 in 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,

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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,

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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 our 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;

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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

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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 the 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

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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

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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.)

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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

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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

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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.

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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

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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

RICHLAND NORAM

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.

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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

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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

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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:

By: _____
Cindy Reents, ICMA-CM
Its: City Manager

NOR AM INVESTMENT, LLC

By: _____
Lawrence J. White
Its: Manager

ATTEST:

By: _____
Marcia Hopkins
City Clerk

APPROVED AS TO FORM:

By: _____
Heather Kintzley
Its: City Attorney

RICHLAND NORAM

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

PAMELA BYKONEN
COMMISSION EXPIRES
NOTARY
PUBLIC
09-15-18
STATE OF WASHINGTON

(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

PAMELA BYKONEN
COMMISSION EXPIRES
NOTARY
PUBLIC
09-15-18
STATE OF WASHINGTON

(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

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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.

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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;

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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 will 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.

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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.

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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 indentified 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

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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 40,700lineal 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 indentified 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 indentified 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

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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 1,700ERU'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.

RICHLAND NOR AM

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

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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.

RICHLAND NOR AM

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.

RICHLAND NOR AM

EXHIBIT D
TO
MASTER AGREEMENT
GREEN INFRASTRUCTURE

Badger Mountain South
A Walkable and Sustainable Community

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

RICHLAND NOR AM

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
○ Block Parks (to be distributed) – 1.8 Acres	60 RU
	900 RU

Note: Neighborhood Park #1 will be developed as a community-wide facility as part of the East Garden neighborhood.

RICHLAND NOR AM

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
○ Block Parks (to be distributed) – 2.7 Acres	85 RU
	1,320 RU

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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
○ Block Parks (to be distributed) – 1.8 Acres	60 RU
	870 RU

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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
○ Block Parks (to be distributed) – 2.3 Acres	90 RU
	1,150 RU

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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
○ Block Parks (to be distributed) – 1.4 Acres	50 RU
	760 RU

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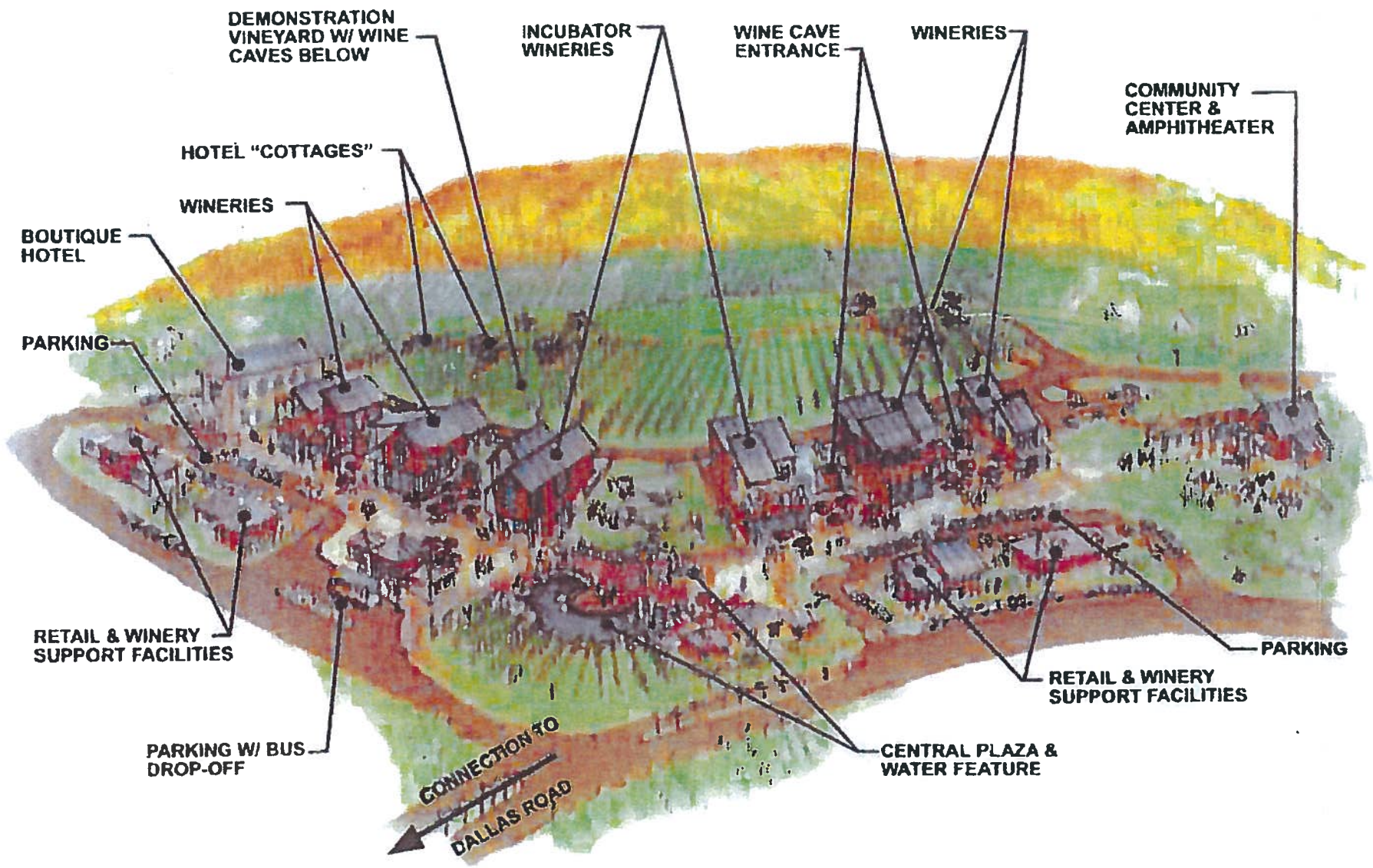
EXHIBIT E
TO
MASTER AGREEMENT
WINE VILLAGE CONCEPTUAL DRAWING



BADGER MOUNTAIN SOUTH: **A WALKABLE AND SUSTAINABLE COMMUNITY**

JUNE 7, 2000

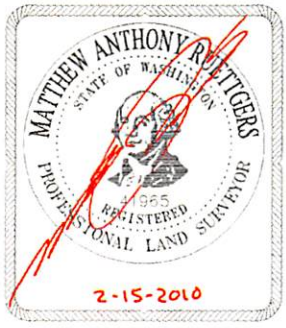
RICHLAND

NOR AM

EXHIBIT F
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR SOUTH ORCHARD PARK

A portion of the Northeast, Southeast, Southwest, and Northwest ¼ 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°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°09'41", and chord bears North 14°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°47'20", and chord bears North 31°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°02'45", and chord bears North 35°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°11'59", and chord bears North 35°35'25" West – 12.56 feet to a point of tangent; thence North 34°59'26" West – 758.34 feet to a point; thence South 55°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°47'51", and chord bears South 72°24'30" West – 59.80 feet to a point of tangent; thence South 89°48'25" West – 953.46 feet; thence North 00°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°38'14", and chord bears North 65°22'28" West – 388.27 feet to a point; thence North 40°33'21" West – 125.84 to a point; thence North 49°26'39" East – 650.33 feet to the **True Point of Beginning**; thence continuing North 49°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°15'47", and chord bears North 40°48'46" East – 86.75 feet to a point; thence South 72°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°20'02", and chord bears South 81°31'37" East – 37.67 feet to a point; thence North 89°48'22" East – 192.13 feet to a point; thence South 00°11'38" East – 515.92 feet to a point; thence South 89°48'22" West – 626.83 feet to a point; thence North 40°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 ¼ of Section 4, Township 8 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 6.59 acres, more or less.



RICHLAND NOR AM

EXHIBIT G
TO
MASTER AGREEMENT
LEGAL DESCRIPTION FOR WEST VILLAGE PARK

A portion of the Southeast ¼ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, described as follows:

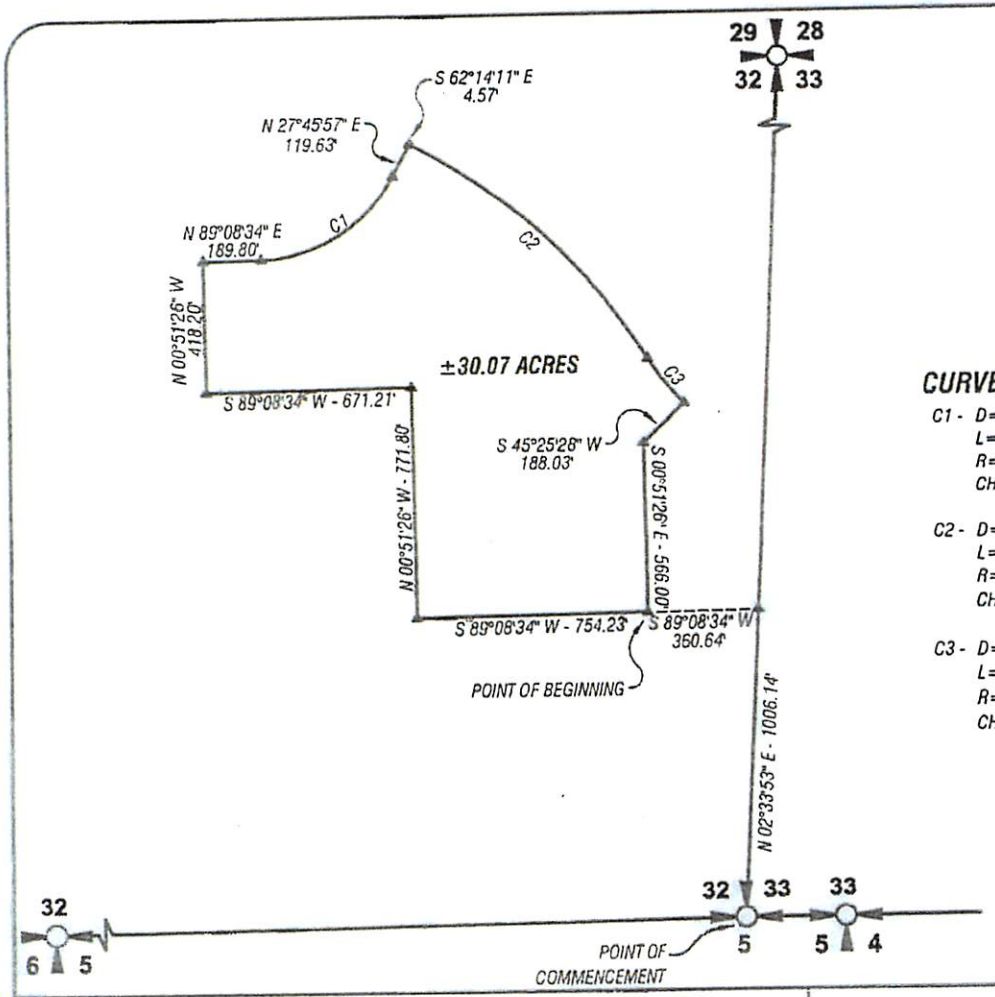
Commencing at the Southeast corner of said Section 32; thence North 02°33'53" East, 1006.14 feet on the East line of said section to a point; thence leaving said East line, South 89°08'34" West, 360.64 feet to the **True Point of Beginning**; thence South 89°08'34" West, 754.23 feet to a point; thence North 00°51'26" West, 771.80 feet to a point; thence South 89°08'34" West, 671.21 feet to a point; thence North 00°51'26" West, 418.20 feet to a point; thence North 89°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°22'37", and chord bears North 58°27'15" East, 510.37 feet to a point; thence North 27°45'57" East, 119.63 feet to a point; thence South 62°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°07'50", and chord bears South 47°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°28'11", and chord bears South 38°50'26" East, 187.66 feet to a point; thence South 45°25'28" West, 188.03 feet to a point; thence South 00°51'26" East, 566.00 feet to the **True Point of Beginning**. All lying in the Southeast ¼ of Section 32, Township 9 North, Range 28 East, Willamette Meridian, Benton County, Washington, and containing 30.07 acres, more or less.

RICHLAND NOR AM

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°50'26" E - 187.66'

NOT TO SCALE

LEGEND:

▲ CALCULATED POINT

MATTHEW ANTHONY RUETTGERS
STATE OF WASHINGTON
41965
REGISTERED
PROFESSIONAL LAND SURVEYOR
10-7-2010

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

RICHLAND NOR AM

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

RICHLAND NOR AM

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 if 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 "Agreeement Between the City of Richland and Nor Am Investment, LLC Regarding the Community Known as Badger Mountain South" (the "Master Agreement"). The real

RICHLAND NOR AM

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

By: _____
Cindy Johnson, City Manager

NOR AM INVESTMENT, LLC

By: _____
Lawrence J. White, Manager

STATE OF WASHINGTON | ss.

RICHLAND NOR AM

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
Notary Public
STATE OF WASHINGTON
My Commission Expires 11-16-12

(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
Notary Public
STATE OF WASHINGTON
My Commission Expires 11-16-12

(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

RICHLAND NOR AM

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;

RICHLAND NOR AM

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;

RICHLAND NOR AM

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.

RICHLAND NOR AM

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

DAVID W. ROSE
Mayor

ATTEST:

Marcia Hopkins

MARCIA HOPKINS
City Clerk

APPROVED AS TO FORM:

Heather Kintzley

HEATHER KINTZLEY
City Attorney

Exhibit 10

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].

Exhibit 11

Mr. Shane O'Neill
Interim Planning Administrator
840 Northgate Drive
Richland, Wa 99352

Dear Mr. O'Neill,

Thank you for the Notice of Application and Public Hearing for the 5.3 acre site for 12 multi-family residential lots on the south side of north of Trowbridge Blvd.

I was very disappointed to hear of the proposed development for the following reasons:

1. The existing Badger Mountain south development is largely residential, with the exception of a number of duplexes, which do not detract from the residential character of the neighborhood. I myself am the owner of one of the duplexes located 3355 and 3359 Bellaview.
2. Originally there was a proposal to develop the lot east of Bellaview Avenue and plans were drawn for that development and the plans were in the same character of the rest of Badger Mountain development. I never expected that there would be multi-family dwellings going up in the same area.
3. These multi-family dwellings are a pretty dramatic change in the nature of that entire housing complex and my feeling is that they would immediately degrade the value of properties in the area. No recent property owner would be happy with those proposed changes and this proposed development would not be at all fair to the existing property owners in the area.
4. My proposal is to keep the development similar to the existing developments, or, at most limit the development to duplexes similar the existing structures in the immediate area.

Thank you for your consideration of the above,
Robert Dewey
140 N. Lincoln Ave.
Fullerton, CA 92831

Exhibit 11

ONeill, Shane

From: Jonathan Hoekema <jonathanhoekema@gmail.com>
Sent: Tuesday, April 17, 2018 10:26 AM
To: ONeill, Shane
Subject: Very concerned with the proposed site development in Badger Mountain South

Hi,

We own a duplex on Barbera St (4535 and 4539). One side is our primary residence, and one side we rent out. When we bought a duplex lot in the subdivision, what attracted us was that there was going to be a variety of houses and lot sizes. Although the lots were small and parts of the development were pretty dense, including where we bought, there was going to be a lot of green spaces in the neighborhood in addition to the park to help offset the density of the neighborhood. In fact, we chose our lot based on it being next to one of those green spaces. Shortly after we bought the lot, the developers sent out a notice informing us that they wanted to remove the green spaces, including the one next to our lot. Part of the reason given for removing the green spaces was that apartment buildings in the original plat were not going to be built. We decided to not take issue with the removal of the green spaces since that meant the neighborhood would be less dense than originally planned. Hence, to hear that 12 multi-family residential lots (4-plex) are being planned for placement on 5.3 acres is not good news. We are afraid it will make the neighborhood feel very congested and probably bring down the value of the current houses in the neighborhood. Instead, we would like to see the site developed according to the current neighborhood standards, a mix of single family housing and duplexes.

If anything more dense is built, we would like to see a green space of significant size included into the development and we would like to see it put in first, not just promised. We would also like to see adequate parking provided, either in the form of street parking or a parking lot. Hopefully there would be garage parking as well. Five acres is not much for 48 residences, and the congestion may very well spill over into the current neighborhood. We would also want the reassurance that the housing would be of a high standard. We want a development that increases or at least maintains the value of the homes in the current neighborhood.

Thank you for your consideration of our concerns.

-Jonathan and Rachel Hoekema

Exhibit 11

ONeill, Shane

From: Lynn Affleck <laffleck@windermere.com>
Sent: Monday, April 23, 2018 2:49 PM
To: ONeill, Shane
Subject: Nor Am Investments LLC - PETITION AGAINST PLAT APPROVAL TO SUBDIVIDE
Attachments: BMSNoram4PlexesPetitionSigned.pdf

Hello Shane:

My name is Lynn Affleck and my husband and I own a home at 4504 Vineyard Estate Lane in Richland / West Vineyard of Badger Mountain South. I appreciate receiving the letter regarding Nor Am Investments LLC application for preliminary plat approval for 12 4 plexes on the 5.3 acre site at the end of the proposed wine village and amphitheater.

It became evident in speaking with other neighbors, that only a handful received the letter. In talking with several surrounding neighbors, I thought it would be a good idea to bring this letter to as many residents of the West Vineyard attention as possible so that all of us who could potentially be impacted by the 4 plexes could have a say in the proposal.

There are many reason FOR the 4 plexes. Many of us would like to see the availability for investment opportunities in the area, however NOT in sight of the proposed wine village. The potential negative impact for commercial businesses wishing to build/lease in the wine village is definitely a concern. Many of us who live in the BMS subdivision are excited about the coming additions that were initially "promised" to be coming. The idea of an amphitheater, wine tasting, bistros, small businesses, etc is exciting. In addition, the new Richland Elementary School, Kadlec Clinic, LDS Stake Center and many more businesses coming to our neighborhood is wonderful as well.

There are many reasons against the 4 plexes. Placing 12 4-Plexes in an area of residential housing on each side - at the end of the commercial wine village, is not in the best interest of the future of our area. With the addition of over 48 additional "residences" - the increase in traffic (48-96+ cars each day) would be a detriment as well as a danger to both Trowbridge and Ava Way. Ava Way is often cluttered with cars on both sides parked in both directions of the flow of traffic. When construction was heavier on Ava Way there were several instances where accidents could have easily occurred due to the congestion. I and others have expressed concern about the parking status on Ava

Way with the HOA Director, but unfortunately he does not reside in the subdivision (he lives on the West side of the state) therefore he is not inconvenienced or concerned as he is not here on a daily basis. In canvassing the neighborhood, there were MANY concerned residents who expressed concerns about the increase in duplexes being built and subsequently vehicles being parked on the street and not in garages. In addition, other vehicles are often parked around the subdivision for prolonged periods of time (boats, RVs, etc) that are not only against the CCR's, but I believe also could be considered city code violations as well. But again, unfortunately none of the home owners within the subdivisions concerns are being addressed. It's quite frustrating that we are paying $540 dollars per year for things to be kept up and HOA guidelines to be addressed, but rarely does any resolution occur.

Initially, it was understood that condominiums or town homes were in the master plan. The building of these types of units would be a "pro" in that the majority are owner occupied residences and with a town home/condo association - the future "look" and upkeep of the units can ensure that the area is maintained for years to come. How about building the 4 plexes closer to the school...or closer to the LDS Stake Center?? But, lets not plop them right in the line of sight of what all of us hope will become a draw for visitors in the wine village. If it's that the investors are there "right now" with money in hand and the land is ready "right now"....then oh well....they can wait for a more suitable area to be developed.

We now also have builders/contractors, etc. who are using our subdivision as their personal dumping ground. At the end of Ava way...just east of Bellaview, there has been a pile of what appears to be contractor/builder debris for at least 2 months. Not only is it an eyesore, but now the rodents, etc are using it as their own multi-family residences! This too has been brought to the attention of the HOA President.....however .....crickets. I apologize for bogging you down the with resident concerns, however I feel that it shows that Nor Am Investment group is really not all that concerned about the current or future look and feel of our subdivision.

Please find the attached petition against Nor Am's application for the plat approval. The signers of the petition are **NOT** in favor of this land use change proposal for many reasons (as stated above). As you will see, most of the signatures are from 1 of the homeowners, however in some instances BOTH homeowners wanted to sign their names as well. In addition to the signed petitioners, there were several other neighbors who did

not wish to sign the petition, however did request a copy of the letter and are going to try to make it to the May 3rd public hearing and review meeting.

I understand that Nor Am is in business to sell the land and make money....however, our neighborhood is going to be here long after Nor Am has made their money and moved on. We want Richland to continue to be a great place to live, work and play and WE the residents of BMS are here to make sure that vision continues.

Please feel free to call me if you have any questions. We look forward to hopefully meeting you and attending the May 3, 2018 6 pm meeting!

Have a great work week ahead!

PS: Another neighbor has some additional signatures as well, I will/can forward them to you hopefully by the end of business day today....or when I do get them.

Lynn Affleck
dld.affleck@gmail.com
Cell: 509.521.2593

Lynn Affleck

Managing Broker/ Realtor / ABR
Windermere Group One
Cell: 509.521.2593
Office: 509.946.1188

*****PLEASE VERIFY ALL REQUESTS TO WIRE MONEY*****

Petition Against Nor Am Investments LLC for 12 Multi-Family Residential Lots in Badger Mountain South

We, the undersigned, are Badger Mountain South residents against proposed multi-family housing on 5.3 acre site at the East end of the Wine Village between Ava Way and Trowbridge Boulevard

Printed Name	Signature	Address	Email	Phone Number
Joe Nuñez		4860 Corvina St	twicitiessoinit99@gmail.com	509-727 6585
* LYNSAY DEMKO-EDWARDS	Lynsay Demko Edwards	4682 Corvina St		719-406 3628
* Jarrod Hicks		4848 Corvina St.	jarrodjames96@live.com	503 302-6351
Nicole Skadowa		4898 Corvina St.	nskadowa@gmail.com	509.308.9263
Tony Palazzo	Tony Palazzo	2251 Camillia Ave	tonychrispalazzo@gmail.com	509 713 0698
* ANDRE' WREN		2315 PARKVIEW AVE	AndreWren@HOTMAIL.com	571-9612
* Kristen Wren	Kristen Wren	2315 Parkview Ave	mzkris10@msn.com	521-9438
* Lisa Hill		2338 PARKVIEW AVE	sunny83616@gmail.com	208-901.5249
Ivan Bolanos		2316 Parkview AVE	ibdan24@yahoo.com	225-229-2450
Alan Robert Shaw		4599 Barbera St	bobshaw@myfairpoint.com	603-762 7752

Printed Name	Signature	Address	Email	Phone Number
Rebecca Scott	RL Scott	4434 Barbera St	rebeccalscott@gmail.com	817-715-8558
Robert Daniels	[illegible]	4502 Barbera St.	robert.daniels.JR@gmail.com	410 310-8571
Missti Forbes	Missti F	4552 Corvina St	Misstiforbes@gmail.com	425-318 0930
Don Pomeroy	Don Pomeroy	4576 Corvina St	WAYNEPOMEROY@GMAIL.COM	(509) 944-6050
Cheryl Gregg	Cheryl Gregg	4610 Corvina St	racgregg@gmail.com	509 460 6570
Roger Gregg	Roger Gregg	" "	" "	" "
Barbara Thrall	Barbara Thrall	4518 4815 Vineyard Estate Lane	bathrall@hotmail.com	206. 409.3915
Russell Pfeiffer	Rusty Pfeiffer	4518 Vineyard Estate Lane	rustynail86@hotmail.com	425-422-3320
Dan Affleck	[illegible]	4504 Vineyard Estate Lane	affleck.dan71@gmail.com	509-392-1253
Lynn Affleck	Lynn Affleck	4504 Vineyard Est. Ln.	dld.affleck@gmail.com	521-2593
Linda Andrews	Linda Andrews	4365 Highview St.		
Andrea DeSantis	Andrea DeSantis	4340 Highview	atuf11387@yahoo.com	937-478-8234
Kurt Angela Kraemer	[illegible]	4456 Highview	Kurt_Kraemer@msn.com	509-392-9847
Scott Jansen	[illegible]	4788 Highview St.	scttjansen@hotmail.com	509 529.1710
Omar T. Stuenkel Jr.	Omar T. Stuenkel Jr	4853 Highview St.	otstuenkel@aol.com	509-628-2002
Jay C. Stuenkel	Jay C. Stuenkel	4853 Highview ST	Jaystuen@aol.com	509-628-2002

Petition Against Nor Am Investments LLC for 12 Multi-Family Residential Lots in Badger Mountain South

We, the undersigned, are Badger Mountain South residents against proposed multi-family housing on 5.3 acre site at the East end of the Wine Village between Ava Way and Trowbridge Boulevard

Printed Name	Signature	Address	Email	Phone Number
MARK PALAZZO		2251 CAMILIA AVE RICHLAND WA 99352	MARK@YOURCREATIVEMARK.COM	425 931 3440
DARREL NORWOOD	Darrel Norwood	4754 CORVINA		845-6535
Pat Francisco	Pat Francisco	2263 Camellia Ave Richland WA 99352		
Jeff Rice	Jeffrey D. Rice	4874 Barbera Ave Richland WA 99352		509-588-9312
Leah Barnes		4850 Barbera St	Murran13@hotmail	509 554 9470
Jennifer Chapa	Jchapa	4826 Barbera St		509-205-0013
Sandra Cortez	Salem Cortez	4878 Barbera St	corgon0915@gmail.com	509-781-0772
CORTLAND ROBINSON		4729 BARBERA ST	CORTRR@GMAIL.COM	509 205 8366
LYNN IBATUAN	Lynn S Ibatuan	2287 Camillia, Richland		845-0028
Virginia Rowzee	Virginia Rowzee	4736 Ava Way, Richland	vrowzee@gmail.com	541-619-8448

Printed Name	Signature	Address	Email	Phone Number
Janet Morano	Janet Morano	4856 Highview St. Richland	our_sixpack@q.com	(406) 750-7810
Darrin Henderson	[illegible]	4525 Highview St.	mamrhendy@gmail	

Petition Against Nor Am Investments LLC for 12 Multi-Family Residential Lots in Badger Mountain South

We, the undersigned, are Badger Mountain South residents against proposed multi-family housing on 5.3 acre site at the East end of the Wine Village between Ava Way and Trowbridge Boulevard

Printed Name	Signature	Address	Email	Phone Number
John Arnold	[illegible]	4431 Corvina St. Pasco	[illegible]@Bechtel.com	509 539-7770

(S2018-101 – BMS 4-Plex Preliminary Plat)

RICHLAND HEARING EXAMINER
TECHNICAL ADVISORY COMMITTEE REPORT
MARCH 27, 2018

APPLICANT: NORAM INVESTMENTS LLC C/O AHBL ENGINEERING

REQUEST: PRELIMINARY PLAT APPROVAL TO SUBDIVIDE 5.3 ACRES INTO 12 MULTI-FFAMILY RESIDENTIAL LOTS, (THE PLAT OF BMS 4-PLEX)

LOCATION: SOUTH OF THE INTERSECTION OF AVA WAY AND BELLAVIEW AVENUE WITHIN THE BADGER MOUNTAIN SOUTH SUB-AREA

ENGINEER: AHBL ENGINEERING

TECHNICAL ADVISORY COMMITTEE RECOMMENDATIONS

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

General Conditions:

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

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

3. A copy of the construction drawings shall be submitted for review to the appropriate jurisdictions by the developer and his engineer. All required comments / conditions from all appropriate reviewing jurisdictions (e.g.: Benton County, any appropriate irrigation districts, other utilities, etc.) shall be incorporated into one comprehensive set of drawings and resubmitted (if necessary) for final permit review and issuance.

4. Any work within the public right-of-way or easements or involving public infrastructure will require the applicant to obtain a right-of-way permit prior to construction, 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.

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

6. Public utility infrastructure located on private property will require recording of a City standard form easement prior to acceptance of the infrastructure and release of the final plat. The City requires preparation of the easement legal description by the developer two weeks prior to the scheduled date of 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.

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

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

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

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

11. An irrigation source and distribution system, entirely separate from the City's domestic water system, shall be provided for this development. *Construction plans will not be accepted for review until adequate and viable proof of an irrigation source is made available by the developer*. The designing Engineer shall submit plans for the proposed irrigation system to the Irrigation District with jurisdiction over the property at the same time that they are submitted to the City for construction review. Plans shall be reviewed and accepted by said irrigation district prior to issuance of a Right-of-Way permit by the City. Easements shall be provided on the final plat for this system where needed.

12. A copy of the preliminary plat shall be supplied to the Post Office and all locations of future mailbox clusters approved prior to final platting.

Design Standards:

13. Public improvement design shall follow the following general format:
    A. 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-feet 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. Water valves and manholes installed on private property shall be placed so as to avoid parked cars whenever feasible.
M. All utilities shall be extended to the adjacent property (properties) at the time of construction.
N. The minimum centerline finish grade shall be no less than 0.30 % and the maximum centerline finish grade shall be no more than 10.0 % for local streets.
O. The minimum centerline radius for local streets shall be 100-feet.
P. Any filling of low areas that may be required within the public Right of Way shall be compacted to City standards.
Q. A overall, composite utility plan shall be included in the submitted plan set if the project is phased. This comprehensive utility plan benefits all departments and maintenance groups involved in the review and inspection of the project.
R. A detailed grading plan shall be included in the submitted plan set.
S. For public utilities not located within public street rights-of-way the applicant shall provide maintenance access acceptable to the City and the applicant shall provide an exclusive 10-foot wide public utility easement (minimum) to be conveyed to the City of Richland.
T. Final design of the public improvements shall be approved at the time of the City's issuance of a Right-of-way Construction Permit for the proposed construction.
U. All public improvements shall comply with the State of Washington and City of Richland requirements, standards and codes.
V. All cul-de-sacs shall have a minimum radius of 45-feet to the face of curb to allow for adequate turning radius of fire trucks and solid waste collection vehicles.
W. Curb returns at minor intersections shall have a minimum radius of 25-feet. Curb returns at major intersections should have minimum radius of 30-feet but should be evaluated on a case by case basis.
X. All public streets shall meet design requirements for sight distance (horizontal, vertical and intersectional).
Y. All driveways for private roads onto a city street shall be constructed to the City standard commercial driveway detail. Radius-style driveways are not allowed.
Z. 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.
AA. 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.).
BB. The contractor shall be responsible for any and all public infrastructure construction deficiencies for a period of one year from the date of the letter of acceptance by the City of Richland.

14. If the project will be built in phases the applicant shall submit a master plan for the sanitary sewer, domestic water, storm drainage, electrical, street lighting and irrigation system for the entire project prior to submitting plans for the first phase to assure constructability of the entire project. This includes the location and size of any storm retention ponds that may be required to handle runoff.

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

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

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

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

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

<u>Traffic & Streets:</u>

17. The "BMS 4-PLEX" Preliminary Plat is identified as generating 30 PM peak hour trips. These 30 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.

18. Trowbridge Blvd. shall be constructed to full width, including all frontage improvements, from Dallas Road to the roundabout at Ava Way concurrent with the project that generates the 500th peak hour trip. Other preliminary plats in Badger Mountain South share this requirement. The intersection of Trowbridge Blvd. and Ava Way is planned as a roundabout intersection. As part of the Ava Way and Trowbridge construction required of this development (see paragraph 21 below) the developer

shall complete preliminary design of the planned roundabout to confirm that adequate right of way is provided for the eventual design. The developer shall either complete the roundabout construction as part of this project or achieve compliance with this condition by participating in a traffic impact fee program adopted by ordinance by the City Council at a future date.

19. 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.

20. Sidewalks shall be installed along all public Right of Way frontage at the time of project construction.

21. The half street improvements, including frontage improvements of Ava Way, Trowbridge Blvd. and Bellaview Avenue shall be completed to City standards and the Badger South development 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.

22. 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.

23. 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.

24. The existing access points onto Ava Way are acceptable for this project, but any proposed changes to said driveways will be subject to approval by the City Engineer.

25. All private roads shall be constructed to provide for adequate fire truck & solid waste collection truck access & turnaround movements.

26. Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense.

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

Domestic Water:

28. The 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, as determined by the City Engineer, over them as a result of his grading operations.

30. 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.

31. Domestic water shall be extended to the adjoining properties adjacent to the plat.

32. 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.

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

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 Barbra method; no modifying or adding time of concentration; no surcharge allowed. Calculations shall be stamped by a registered professional engineer and shall include a profile of the system showing the hydraulic grade line. The calculations should include a 50-foot wide strip behind each right of way line to represent drainage from private property into the City system. Of that area, 50% shall be considered pervious and 50% impervious. Calculations shall include a profile for the design showing the hydraulic grade line for the system. Passing the storm downhill to an

existing system will require a downstream storm system capable of accepting the water without being overwhelmed.

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 / Project Acceptance Requirements:

48. 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.

49. 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.

50. 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.

51. Ten-foot wide public utility easements will be required on the final plat along both sides of all Right-of-Ways within the proposed plat.

52. 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.

53. The final plat shall include notes identifying all common areas including the private streets and tracts and acknowledging the ownership and maintenance responsibility by the homeowners association. A note shall be added to the face of the final plat that states: “*The private roads are for the use and benefit of the homeowners that abut said roads, and are to be maintained by said owners. The City of Richland accepts no maintenance responsibility for said roads*”.

54. A note shall be added to the face of the plat that states: “*The private drives within this plat are fire lanes and parking is restricted*. *The required no-parking signs shall be installed by the developer where applicable*.” Any private roads narrower than 34-feet shall have parking restricted on one side, and any roads 28-feet or narrower shall have parking restricted on both sides. Street signs indicating restricted parking shall be installed prior to final platting at the developers expense. The restricted parking areas shall be indicated on the final plats.

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

56. A one-foot “No access / screening easement” will be required along the Ava Way and Trowbridge Blvd. Right of Ways.

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

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

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

60. All final plats shall contain notes identifying the allowable development types (i.e. multi-family residential, single-family residential, duplex, commercial, etc.) for each lot.

Looking North

Looking East

Looking South

Looking West

Vicinity Map

Item: BMS 4-Plex - Preliminary Plat
Applicant: Nor Am Investments
File #: S2018-101

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